



Stratford, Connecticut

ANY INDIVIDUAL WITH A DISABILITY WHO NEEDS SPECIAL ASSISTANCE TO PARTICIPATE IN THE MEETING SHOULD CONTACT THE ADA COORDINATOR AT 203-385-4020 OR 203-385-4022 (TDD) 5 DAYS BEFORE THE MEETING, IF POSSIBLE.

MINUTES OF MEETING

THE STRATFORD TOWN COUNCIL CONDUCTED A REGULARLY SCHEDULED MEETING ON MONDAY FEBRUARY 11, 2019 IN COUNCIL CHAMBERS OF TOWN HALL, 2725 MAIN STREET, STRATFORD, CT PURSUANT TO NOTICE DULY POSTED.

CALL TO ORDER 8:00 p.m.

PRESIDING: Council Chairman Mr. Jim Connor

COUNCIL MEMBERS IN ATTENDANCE: Mr. Chris Pia, Mr. Ron Tichy, Mr. Wali Kadeem, Mr. Dave Harden, Mr. Greg Cann, Mr. Ken Poisson, Mr. Bill Perillo, Mr. Bill O'Brien, Ms. Laura Dancho

COUNCIL MEMBERS ABSENT:

OTHERS IN ATTENDANCE: Town Attorney Chris Hodgson, Asst. Town Attorneys John Florek, Bryan LeClerc, Mayor Laura Hoydick, CAO Chris Tymniak, Chief of Staff Mike Downes, Finance Director Jay Wahlberg, Human Resources Director Ron Ing, Deputy Director of Public Works Raynae Serra, Parks Superintendent Chad Esposito

INVOCATION AND PLEDGE OF ALLEGIANCE – Invocation followed by Pledge of Allegiance led by Mr. Dave Harden, District 4

1. APPROVAL OF MINUTES — Regularly scheduled meeting of January 14, 2019 and Special meeting of January 28, 2019

RESOLVED: that the reading of the foregoing minutes be dispensed with as copies thereof have been previously provided to each Council Member and the same be and are hereby approved.

MR. TICHY MOVED ITEM 1; SECONDED BY MR. PIA. THE MOTION PASSED 10-0.

2. CEREMONIAL PRESENTATIONS AND AWARDS

3. COMMUNICATIONS, BILLS, PETITIONS, REMONSTRANCES

3.1. LETTERS OF RESIGNATION (for information only)

- Letter dated Jan. 31, 2019 from Barb Poisson – Library Association Board

4. MAYOR'S REPORT, COMMITTEE REPORTS, TOWN ATTORNEY'S REPORT

4.1 MAYOR'S REPORT - Mayor Hoydick reported/updated on the following:

- Wear Red Day
- Black History Month
- Shakespeare Theatre vigil
- Divine Soul Bodyworks LLC Open House
- Sterling House Night of Entertainment
- St. James delivery of gift baskets
- New Business openings: Craft and Sprout, and Kitchen by Coufar
- Senior/Disabled Property Tax Relief Program
- Revaluation
- Shakespeare Theatre: Property Task Force meetings, fire, clearing of site, commemorative sculptures
- Stratford Dog Park licensing agreement
- Town Budget 2020, Audit 2018
- Retirement – Deb Heim, Tax Collector/Appointment of Selina Moschello
- Appointments to Shakespeare Property Task Force
- Appointment of Mary Beth Bigley – Alternate, Stratford Redevelopment Agency

4.2 QUESTIONS FOR THE MAYOR

4.3 COMMITTEE REPORTS

4.3.1 Building Needs Committee

The Building Needs Committee held a Special meeting on January 23, 2019 and referred the following items to the Town Council with favorable recommendations:

- A. Turner Change Order #123 in the amount of \$29,159 for RFI 371 Additional Abatement of Glue Dobs in the 1963 addition.
- B. Crown Castle Invoice #218460 dated 1/1/2019 in the amount of \$56,000 for fiber optic construction services.

RESOLVED: that Item A - Turner Change Order #123 in the amount of \$29,159 for RFI 371 Additional Abatement of Glue Dobs in the 1963 addition and Item B - Crown Castle Invoice #218460 dated 1/1/2019 in the amount of \$56,000 for fiber optic construction services be and are hereby approved.

MS. DANCHO MOVED ITEM 4.3.1 – A; SECONDED BY MR. KADEEM. THE MOTION PASSED 10-0.

MS. DANCHO MOVED ITEM 4.3.1 –B; SECONDED BY MR. HARDEN. Mr. Alan Llewelyn was called to the podium for questions. THE MOTION PASSED 10-0.

4.3.2 Building Needs Committee

The Building Needs Committee held a Regular meeting on February 4, 2019 and referred the following items to the Town Council with favorable recommendations:

- A. Approval of the plans for the Splash Pad at Juliet Low Park

B. Turner COR #127 in the amount of \$29,466 for Bulletin #20R Stair Gate

RESOLVED: that Item A –Approval of the plans for the Splash Pad at Juliet Low Park and Item B - Turner COR #127 in the amount of \$29,466 for Bulletin #20R Stair Gate be and are hereby approved.

MR. HARDEN MOVED ITEM 4.3.2 – A TO THE PLANNING COMMISSION FOR AN 8-24 REVIEW; SECONDED BY MR. PIA. MR. KADEEM MOVED TO TABLE ITEM 4.3.2 – A. THE MOTION WAS NOT SECONDED. THE MOTION TO TABLE FAILED. Discussion followed. Deputy Director of Public Works Raynae Serra and Parks Superintendent Chad Esposito were called to the podium for questions. Discussion continued. Ms. Serra distributed copies of Juliette Low Park Improvements preliminary design submission. Discussion continued.

Meeting recessed at 8:43 p.m.

Meeting reconvened at 8:49 p.m.

Discussion resumed. THE MOTION PASSED 9-1, MR. KADEEM OPPOSED.

MR. TICHY MOVED ITEM 4.3.2 – B; SECONDED BY MR. HARDEN. THE MOTION PASSED 10-0.

4.3.3 Public Works Committee

The Public Works Committee held a Regular meeting on February 4, 2019 and referred the following items to the Town Council with favorable recommendations:

- A. Bruce Brook Improvement – bid awarded to NAC Industries for repairs for the project in the amount of \$35,000
- B. Surf Avenue Bridge – amend the Engineer’s Contract (STV) for additional environmental work not to exceed \$10,450

RESOLVED: that Item A – Bruce Brook Improvement bid awarded to NAC Industries for repairs for the project in the amount of \$35,000 and item B – Surf Avenue Bridge-amend the Engineer’s Contract (STV) for additional environmental work not to exceed \$10, 450 be and are hereby approved.

MR. TICHY MOVED ITEM 4.3.3 –A; SECONDED BY MR. HARDEN. THE MOTION PASSED 10-0.

MR. TICHY MOVED ITEM 4.3.3 – B; SECONDED BY MR. HARDEN. THE MOTION PASSED 10-0.

4.3.4 Ordinance Committee

The Ordinance Committee held a Regular meeting on January 28, 2019 and referred the following items to the Town Council with favorable recommendations:

4.3.4.1 AN ORDINANCE AMENDING SECTION 152-7 OF THE TOWN CODE- RECREATIONAL AREAS- HOURS OF OPERATION (#18-16) Appended as page 10

Sponsored by: Stratford Town Council

RESOLVED: that the second reading of the above entitled Ordinance be dispensed with as copies thereof have been received by all Council Members, and that the same be adopted as a second reading and the foregoing be and is hereby approved effective thirty days from passage.

MS. DANCHO MOVED ITEM 4.3.4.1; SECONDED BY MR. HARDEN. THE MOTION PASSED 10-0 VIA ROLL CALL VOTE AS FOLLOWS: MR. PIA-YES, MR. TICHY-YES, MR. KADEEM-YES, MR. HARDEN-YES, MR. CANN-YES, MR. POISSON-YES, MR. PERILLO-YES, MR. O'BRIEN-YES, MS. DANCHO-YES, MR. CONNOR-YES.

4.3.4.2 AN ORDINANCE AMENDING CHAPTER 55 OF THE TOWN CODE- BARBERSHOPS, HAIRDRESSING AND COSMETOLOGY SHOPS (#18-17) Appended as pages 11-21

Sponsored by: Stratford Town Council

RESOLVED: that the second reading of the above entitled Ordinance be dispensed with as copies thereof have been received by all Council Members, and that the same be adopted as a second reading and the foregoing be and is hereby approved effective thirty days from passage.

MS. DANCHO MOVED ITEM 4.3.4.2; SECONDED BY MR. HARDEN. THE MOTION PASSED 10-0 VIA ROLL CALL VOTE AS FOLLOWS: MS. DANCHO-YES, MR. O'BRIEN-YES, MR. PERILLO-YES, MR. POISSON-YES, MR. CANN-YES, MR. HARDEN-YES, MR. KADEEM-YES, MR. TICHY-YES, MR. PIA-YES, MR. CONNOR-YES.

4.3.4.3 AN ORDINANCE AMENDING SECTIONS 133-1, 133-2, 133-15, 133-16- LITTERING, and 182-13- SOLID WASTE, OF THE TOWN CODE (#19-01) Appended as pages 22-36

Sponsored by: Stratford Town Council

RESOLVED: that the second reading of the above entitled Ordinance be dispensed with as copies thereof have been received by all Council Members, and that the same be adopted as a second reading and the foregoing be and is hereby approved effective thirty days from passage.

MR. PIA MOVED TO REFER ITEM 4.3.4.3 BACK TO THE ORDINANCE COMMITTEE FOR FURTHER REVIEW; SECONDED BY MR. KADEEM. THE MOTION PASSED 10-0.

4.4 TOWN ATTORNEY'S REPORT

4.4.1 Kennedy v. Town of Stratford (Executive session requested)

MR. PIA MOVED TO ENTER INTO EXECUTIVE SESSION TO DISCUSS THE PENDING LITIGATION IN THE MATTER OF KENNEDY V. TOWN OF STRATFORD. EXECUTIVE SESSION TO INCLUDE ALL COUNCIL MEMBERS, MAYOR LAURA HOYDICK, TOWN ATTORNEY CHRIS HODGSON, ASSISTANT TOWN ATTORNEYS BRYAN LECLERC, JOHN FLOREK, CAO CHRIS TYMNIAK, CHIEF OF STAFF MIKE DOWNES; FINANCE DIRECTOR JAY WAHLBERG, HUMAN RESOURCES DIRECTOR RON ING; SECONDED BY MR. CANN. THE MOTION PASSED 10-0.

Executive Session convened at 8:54 p.m.

MR. POISSON MOVED TO COME OUT OF EXECUTIVE SESSION; SECONDED BY MR. KADEEM. THE MOTION PASSED 10-0.

Executive Session concluded at 9:04 p.m.

MR. PIA MOVED TO AUTHORIZE THE TOWN ATTORNEYS TO PROCEED AS DISCUSSED IN EXECUTIVE SESSION; SECONDED BY MR. KADEEM. THE MOTION PASSED 10-0.

5. UNFINISHED BUSINESS and/or OLD BUSINESS

5.1 TABLED ITEMS

The Ordinance Committee held a Regular meeting on November 26, 2018 and referred the following item to the Town Council with a favorable recommendation:

5.1.1 AN ORDINANCE REGARDING ROADSIDE MEMORIAL MARKERS (#18-14)
Appended as page 37 (Tabled December 10, 2018)

Sponsored by: Stratford Town Council

RESOLVED: that the second reading of the above entitled Ordinance be dispensed with as copies thereof have been received by all Council Members, and that the same be adopted as a second reading and the foregoing be and is hereby approved effective thirty days from passage.

MS. DANCHO MOVED TO TAKE ITEM 5.1.1 FROM THE TABLE; SECONDED BY MR. O'BRIEN. THE MOTION PASSED 10-0. Discussion followed. MS. DANCHO MOVED ITEM 5.1.1; SECONDED BY MR. PERILLO. THE MOTION PASSED 10-0.

6. ORDINANCES AND RESOLUTIONS

6.1 ORDINANCES - None

6.2 RESOLUTIONS

6.2.1 RESOLUTION AUTHORIZING THE TRANSFER OF ARREARS TAX ACCOUNTS TO THE TAX SUSPENSE ACCOUNT PENDING FURTHER ACTION

Sponsored by: Stratford Town Council

WHEREAS; The Code of the Town of Stratford, Chapter 14, Article VI specifies the tax collection policy of the Town for the collection of arrears taxes; and

WHEREAS; The Tax Collector has followed the policy by providing required notices of taxes due and made several attempts to contact arrears taxpayers as required by local and state law; and

WHEREAS; Certain accounts have been in arrears since the years set forth below, and all efforts to date to collect on these accounts have produced no response for at least the past two years; and

WHEREAS; Continued expenditure of public funds to collect these accounts is not a cost effective use of public funds and, therefore, the Tax Collector recommends that Town Council approve the transfer of the accounts to suspense pending further collection of said accounts.

RESOLVED: that the Town Council of the Town of Stratford authorizes the Tax Collector to transfer to the Tax Suspense Account accounts totaling \$86,949.92 for the Grand List amounts shown below:

GRAND LIST YEAR	TYPE	AMOUNT
2006	Real Estate	\$4,364.40
2007	Real Estate	4,420.90
2008	Real Estate	4,399.16
2009	Real Estate	9,544.18
2010	Real Estate	889.28
2011	Real Estate	897.86
2012	Real Estate	902.04
2013	Real Estate	1,020.60
2014	Real Estate	1,320.20
2015	Real Estate	1,391.94
2016	Real Estate	56,374.92
2017	Real Estate	1,424.44
	Total	\$86,949.92

MR. PIA MOVED ITEM 6.2.1; SECONDED BY MS. DANCHO. THE MOTION PASSED 10-0.

6.2.2 RESOLUTION REGARDING ROOF REPLACEMENT AT THE STRATFORD ACADEMY - JOHNSON HOUSE

Sponsored by: Stratford Town Council

RESOLVED, that the *Stratford Town Council* authorizes the *Stratford Board of Education* to apply to the Commissioner of Administrative Services and to accept or reject a grant for the roof replacement at the *Stratford Academy-Johnson House*.

RESOLVED, that the *Building Needs Committee* is hereby established as the building committee with regard to the *roof replacement* at the *Stratford Academy-Johnson House*.

RESOLVED, that the *Stratford Town Council* hereby authorizes at least the preparation of schematic drawings and outline specifications for the *roof replacement* at the *Stratford Academy-Johnson House*.

MR. TICHY MOVED ITEM 6.2.2; SECONDED BY MR. KADEEM. THE MOTION PASSED 10-0.

6.2.3 A RESOLUTION CONCERNING STRATFORD'S NATIVE SON: WILLIAM SAMUEL JOHNSON

Sponsored by: Hon. Bill O'Brien, District 9

WHEREAS; William Samuel Johnson, born on October 7, 1727 in the Town of Stratford, has not been given ceremonial recognition by said Town of Stratford for his part in the formation of the Constitution of the United States of America since the 1940s, and,

WHEREAS; William Samuel Johnson was one of the two signers of the said Constitution of these United States of America on behalf of the people of Connecticut, and,

WHEREAS; William Samuel Johnson, Stratford's illustrious citizen, not only signed this great document for the State of Connecticut but was also the first man to ever read the Constitution of these United States to a public assembly, reporting as chairman of the committee of the Constitutional convention which drew up the document, and,

WHEREAS; William Samuel Johnson, was a Legislator from Stratford to the first Connecticut General Court, a Senator from Connecticut to the United States Congress and his body now lies buried in the old Christ Church Cemetery, and

WHEREAS; Proper recognition should be given by the Town of Stratford to this man who played such an important part in the formation of these United States of America, now therefor, be it,

RESOLVED: that October 7, 2019 and October 7, of each year there-after shall be designated as a Day of Remembrance in the Town of Stratford so that the Town may pay fitting and lasting tribute to the memory of William Samuel Johnson.

MR. O'BRIEN MOVED ITEM 6.2.3; SECONDED BY MR. HARDEN. Mr. O'Brien noted the cemetery where he is buried is the Christ Episcopal cemetery in back of St. James. The Sons and Daughters of the American Revolution worked the past 3 summers to restore, clean up, and fix tomb stones in the cemetery including Johnson's tomb. There are over 20 Revolutionary Patriots buried there. THE MOTION PASSED 10-0.

7. NEW BUSINESS

7.1 CONTRACT WITH LOCAL #136 – INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS

RESOLVED: that funding for the collective bargaining agreement with Local #136-International Federation of Professional and Technical Engineers for the term of 1 July 2018 to 30 June 2022 as set forth in the Tentative Agreement and ratified by the Union be and is hereby approved.

A copy of the Agreement was provided to each Council Member in advance of the meeting.

MR. PERILLO MOVED ITEM 7.1; SECONDED BY MR. TICHY. THE MOTION PASSED 10-0.

7.2 STRATFORD BRAKETTETS

A. License Agreement for Deluca Hall of Fame Field Appended as pages 38-44

RESOLVED: that the license agreement with the Stratford Brakettes Women's Softball Team for Deluca Hall of Fame Field be and is hereby approved.

MR. O'BRIEN MOVED ITEM 7.2 –A; SECONDED BY MR. KADEEM. THE MOTION PASSED 10-0.

B. Lease Agreement for Deluca Field Concessions Appended as pages 45-48

RESOLVED: that the lease agreement with the Stratford Brakettes Organization for the Deluca Field Concession be and is hereby approved.

MR. O'BRIEN MOVED ITEM 7.2 – B; SECONDED BY MS. DANCHO. THE MOTION PASSED 10-0.

7.3 APPOINTMENTS

SUSPENSION OF COUNCIL RULES OF PROCEDURE

MR. PIA MOVED TO SUSPEND THE COUNCIL RULES OF PROCEDURE TO ADD ITEM 7.3.9, THE APPOINTMENT OF TWO TEMPORARY MEMBERS TO THE BOARD OF ASSESSMENT APPEALS, TO THE AGENDA; SECONDED BY MR. TICHY. THE MOTION PASSED 10-0.

7.3.1 Conservation Commission – 4 year term

RESOLVED: that JOHN GUGLIELMONI, nominated by the Mayor as a member of the Conservation Commission be and is hereby confirmed.

MR. PIA MOVED ITEM 7.3.1; SECONDED BY MR. CANN. THE MOTION PASSED 10-0.

7.3.2 Short Beach Park Commission – 3 year term

- A. RESOLVED: that PETE PULASKI, nominated by the Mayor as a member of the Short Beach Park Commission to the seat of David Pancak (expired January 2, 2019) be and is hereby confirmed.
- B. RESOLVED: that BRANDON JONES, nominated by the Mayor as a member of the Short Beach Park Commission to the seat of Scott Barksdale (expired January 2, 2019) be and is hereby confirmed.

MR. PIA MOVED ITEM 7.3.2 – A & B; SECONDED BY MR. TICHY. THE MOTION PASSED 10-0.

- C. RESOLVED: that TRICIA HEATHERINGTON, nominated by the Mayor as a member of the Short Beach Park Commission to the seat of Patricia Clark Sperling (expired January 2, 2019) be and is hereby confirmed.

7.3.3 Inland Wetlands and Watercourses – 4 year term

- A. RESOLVED: that EDWARD SCINTO, appointed by the Council Chairman as a member of the Inland Wetlands and Watercourses Commission to the seat of James Tucciarone (expired January 13, 2019) be and is hereby confirmed.
- B. RESOLVED: that WILLIAM MCCANN, appointed by the Council Chairman as a Conservation Commission Representative member of the Inland Wetlands and Watercourses Commission to the seat of William McCann (expired January 13, 2019) be and is hereby confirmed.

MR. O'BRIEN MOVED ITEM 7.3.3 – A & B; SECONDED BY MR. PERILLO. THE MOTION PASSED 10-0.

7.3.4 Waterfront and Harbor Management Commission – (Alternate Member) – 2 year term

RESOLVED: that _____ of _____ be and is hereby appointed an alternate member of the Waterfront and Harbor Management Commission to the vacant seat expiring May 31, 2021

7.3.5 Stratford Library Association Board – 3 year term

- A. RESOLVED: that _____ of _____ be and is hereby appointed a member of the Library Association Board to the seat of Margaret M. Sheahan (resigned) expiring December 31, 2019

7.3.6 Board of Assessment Appeals – 4 year term

RESOLVED: that _____ of _____ be and is hereby appointed a member of the Board of Assessment Appeals to the seat of Thomas McAlarney (expired January 1, 2019)

7.3.7 Zoning Board of Appeals – (Alternate Member) 3 year term

RESOLVED: that _____ of _____ be and is hereby appointed an alternate member of the Zoning Board of Appeals to the seat of Janice Anderson (expired January 1, 2019)

7.3.8 Zoning Commission (Alternate Member) – 3 year term

RESOLVED: that _____ of _____ be and is hereby appointed an alternate member of the Zoning Commission to the seat of Ann Alice Baker (expired January 1, 2019)

7.3.9 Board of Assessment Appeals – TEMPORARY MEMBERS – 2 year term (year of revaluation and year after revaluation)

- A. RESOLVED: that THERESA SHEEHY of CHAPEL STREET be and is hereby appointed a TEMPORARY MEMBER of the Board of Assessment Appeals expiring January 21, 2021
- B. RESOLVED: that JOSEPH KUBIC of JAMES FARM ROAD be and is hereby appointed a TEMPORARY MEMBER of the Board of Assessment Appeals expiring January 21, 2021

MR. PIA MOVED ITEM 7.3.9 – A & B; SECONDED BY MR. TICHY. THE MOTION PASSED 10-0.

8. ADJOURNMENT

MR. POISSON MOVED TO ADJOURN; SECONDED BY MR. HARDEN. THE MOTION PASSED 10-0. THE MEETING ADJOURNED AT 9:19 P.M.

ATTEST: Margo Paquette
Margo Paquette, Council Clerk

AN ORDINANCE AMENDING SECTION 152-7 OF THE TOWN CODE (#18-16)

Sponsored by: Stratford Town Council

Section §152-7 of the code is hereby repealed and the following substituted in lieu thereof:

Except as otherwise posted, all recreational areas shall be open to the general public from 07:00 a.m. until 10:00 p.m. The Birdseye Street and Broad Street launching areas shall be open on a twenty-four-hour basis for the actual launching and retrieving of vessels by those exhibiting valid launching permits. Bonds Dock and the adjacent parking area shall be open on a twenty-four-hour basis for the purpose of fishing by those exhibiting valid fishing licenses, but shall only be open from 07:00 a.m. until 10:00 p.m. for all other purposes.

AN ORDINANCE AMENDING CHAPTER 55 OF THE TOWN CODE (#18-17)

Sponsored by: Stratford Town Council

Chapter 55 of the Town Code is hereby repealed and the following substituted in lieu thereof:

§ 55-1 **Definitions.**

§ 55-2 **Plan review; Pre-operational inspection; Changes to the establishment.**

§ 55-3 **License required; Fees; Expiration; Non-Transferability.**

§ 55-4 **Annual inspections; Additional inspections.**

§ 55-5 **Inspection report; Orders.**

§ 55-6 **License suspension; License Revocation.**

§ 55-7 **Hearings; Appeals; Reinstatement; Refusal to Renew.**

§ 55-8 **Imminent health hazards.**

§ 55-9 **Critical violations.**

§ 55-10 **Penalty fees.**

§ 55-11 **Technician; Customer.**

§ 55-12 **Facilities.**

§ 55-13 **Operation; Maintenance.**

§ 55-14 **Equipment.**

§ 55-15 **Home establishment.**

§ 55-16 **Technical standards.**

§ 55-1 **Definitions.**

APPEAL

A request in writing by an establishment owner to the Director of Health to consider reversing a decision.

BARBERING

The cutting, trimming, shaving, singeing, dyeing, coloring and styling of hair on the head, face, and neck of a person performed by a barber licensed by the State of Connecticut.

BARBERSHOP

An establishment engaged in the practice of barbering for the public.

COSMETOLOGY

- A. Performing a manicure and/or pedicure that involve the trimming, filing, and painting of the healthy nails of the hands and feet. Excluding cutting of the nail beds, corns, calluses, or other medical treatment of the hands, feet, or ankles.
- B. Application of cosmetics, lotions, oils, waxes to the skin of the head, face, neck, and arms, and legs for cosmetic purposes only.
- C. Threading, involving the epilation of the eyebrow area using cotton thread.

COSMETOLOGY SHOP

An establishment engaged in the practice of cosmetology for the public.

CRITICAL VIOLATION

A violation or set of violations that may be injurious to the public.

DIRECTOR OF HEALTH

The Director of Health of the Town of Stratford or his/her authorized agent.

ESTABLISHMENT

Refers to barbershop, hairdressing shop, and/or cosmetology shop.

HAIRDRESSING

The cutting, trimming, shaving, dressing, arranging, curling, waving, weaving, cutting, singeing, relaxing, straightening, bleaching, and coloring of hair by a hairdresser licensed by the State of Connecticut.

HAIRDRESSING SHOP

An establishment engaged in the practice of hairdressing for the public.

HEARING

A meeting between the establishment owner and the Health Department to discuss issues concerning the establishment.

HOME ESTABLISHMENT

A hairdressing establishment, barbershop, and or cosmetology establishment contained within a private residence.

IMMINENT HEALTH HAZARD

A violation or set of violations that are injurious to public health that requires the immediate closure of the establishment.

LASER HAIR REMOVAL

A “cosmetic medical procedure” that involves the removal of unwanted hair by means of exposure to pulses of laser light that destroy the hair follicle. Procedures are strictly provided in a “medical spa” by a health professional as defined in Connecticut Public Act 14-119.

LICENSE

A permit issued by the Health Department for the establishment to operate in the Town of Stratford.

MASSAGE ESTABLISHMENT

An establishment engaged in the practice of massage for the public.

PERSON IN CHARGE

The owner of a barbershop, hairdressing shop, cosmetology shop must designate a person in charge whenever he/she is not present in the establishment during hours of operation.

REVOCAION

Indefinite loss of license to operate.

SINGLE USE ITEMS

Any item that because of its construction or use cannot be easily cleaned and/or sanitized. Single-use items are to be used only once and then disposed of.

SUSPENSION

Temporary loss of license to operate.

TECHNICIAN

A person providing services at a hairdressing shop, barbershop, and or cosmetology shop.

WORK STATION

The work area in a hairdressing shop, barbershop, and/or cosmetology shop.

§ 55-2 Plan review; Pre-operational inspection; Changes to the establishment.

- A. New establishment owners or current owners wishing to modify the existing establishment, or an existing establishment moving to another location must submit a plan review application to the Health Department. The plan review application must be approved by the Health Department prior to the purchase of equipment, construction, remodeling, or relocation of the establishment.
- B. A pre-operational inspection shall be conducted by the Health Department to confirm that the establishment is in compliance with the approved plan review and all local and state public health laws.
- C. After the pre-operational inspection, any changes to the services offered, the structure or equipment in an establishment must be submitted in writing and have Health Department approval in writing prior to any changes being made. Any changes not approved in writing by the Health Department may result in penalty fees, and/or the immediate suspension of the establishment license to operate.

§ 55-3 License required; Fees; Expiration; Non-Transferability.

- A. No person shall operate a barbershop, hairdressing shop, or cosmetology shop without having a valid license issued by the Director of Health. Only a person who complies with the requirements of this chapter shall be entitled to receive or retain such license. Laser hair removal must comply with Public Act No 14-119 and all applicable state and local codes. Licenses are non-transferable from the original owner to another owner and/or location to a new location.
- B. No license shall be issued or renewed until a completed yearly application has been submitted, the license fee is paid, and all outstanding fees issued by the Health Department and other Town agencies, including back taxes, have been paid. Licenses have an annual expiration date.

- C. The Health Department shall charge plan review fee, license fee, late fee, re-inspection fee, and penalty fees associated with certain violations within this chapter as appropriate and necessary. The Director of Health shall set all fees associated with this chapter and annually present such fees to the Town Council for approval.

§ 55-4 Annual inspections; Additional inspections.

- A. The Director of Health, or his/her agent, after proper identification, shall be permitted to enter, during normal operating hours, any portion of the barbershop, hairdressing shop, and cosmetology shop for the purpose of inspecting to determine compliance with this chapter and all state and local codes.
- B. Barbershops, hairdressing shops, and cosmetology shops will be inspected minimally one time per year. Establishments offering pedicure services will be inspected minimally two times per year.
- C. If a critical violation or set of recurring violations appear on an inspection report, or a complaint is made, additional inspections and/or a re-inspection shall be required.

§ 55-5 Inspection report; Orders.

- A. In the event unsanitary conditions are found in an establishment (Barbershops, Hairdressing, Cosmetology Shops) or if a violation or set of violations appears on one or more consecutive reports, an order to correct may be issued.
- B. The inspection report serves as a legal Order to Correct. Non-imminent health hazards documented during an inspection will be given 10 business days to correct violations. Imminent health hazards shall be corrected within a time frame specified by the Director of Health.
- C. An Order to Correct is properly served when it is given or delivered to the *person in charge* (see definition) and/or license holder or sent by registered or certified mail Return-Receipt-Request to the owner's address listed on the license application.

§ 55-6 License Suspension; License Revocation.

- A. Failure to comply with the provisions of this chapter and applicable state regulations may be grounds for suspension or revocation of the establishment license.
- B. Failure to correct violations within the specified time frame or repeated violations may be cause for license suspension or revocation.

- C. Suspension or revocation of an establishment license will be effective immediately upon the Director of Health's notification and all operations shall cease. A written Order to Cease and Desist will follow within 24 hours. A Health Department placard will be posted on all entrances of the establishment for the public to view and may not be covered or removed without Health Department approval. Obstruction or removal of the placard will be subject to penalties.
- D. The Director of Health may suspend, without warning, prior notice or hearing, any license to operate if there is an imminent hazard to public health and/or the person in charge has interfered with the performance of the Director of Health's duties or designee's duties.

§ 55-7 Hearings; Appeals; Reinstatement; Refusal to Renew.

- A. If a violation or set of violations appear on an inspection report, or a complaint is made of a nature the Director of Health deems unsanitary, or of concern, a hearing will be required.
- B. When a license is suspended or revoked, an opportunity for a hearing will be provided if a written request for the hearing is filed with the Director of Health within 5 business days of the date the hearing notice was issued. Any licensed establishment owner aggrieved by an Order to Correct, suspension, or revocation may appeal to the Director of Health in writing within 5 business days of the original action. The Director of Health, within 10 business days of receiving the appeal, will hold a hearing with the aggrieved to determine the merits of the appeal and may vacate, modify, or uphold the original decision.
- C. License suspension shall be effective until written approval to resume operations has been issued by the Director of Health. A license suspension may be ended if reasons for suspension no longer exist as evidenced by a re-inspection.
- D. The Director of Health, after providing opportunity for hearing, may refuse to renew the license of any establishment for serious or repeated violations of any of the provisions of this chapter, and/or for interference with performance of official duties and/or for cases where the license to operate has been obtained through nondisclosure, misrepresentation or intentional misstatement of facts.
- E. After a period of 60 calendar days from the date of revocation or refusal to renew, a written application may be made for the issuance of a new license. This application will be treated as a new application. All appropriate procedures and inspections will be required including a new plan review application and fee.

§ 55-8 Imminent health hazards.

- A. The Director of Health shall suspend without warning, prior notice, or hearing, any license to operate a barbershop, hairdressing shop, or cosmetology shop if the establishment engages in practices that constitute an imminent health hazard to the public due to one or more of the following:
- (1) An unlicensed technician performing duties of a licensed technician.
 - (2) The owner or technician of an establishment has interfered with the performance of the Director of Health's or designee's duties.
 - (3) Failure to comply with a scheduled inspection to determine code compliance.
 - (4) Establishments with business hours outside of the Health Department's normal business hours that do not respond within 10 business days to the Health Department's request for an inspection of the facility by email with an agreeable time and date.
 - (5) An outbreak of or potential for an infectious, pathogenic, or toxic agent capable of being transmitted to consumers during the course of providing services.
 - (6) The absence of an adequate amount of approved sanitizer or observing that the sanitizer is not being properly used as stated by the manufacturer's label.
 - (7) The absence of potable water, supplied under pressure, which, in the opinion of the Director of Health is not capable of meeting the needs of the facility.
 - (8) A sewage backup into the facility.
 - (9) Critical violation or set of violations.

§ 55-9 Critical violations.

- A. Every barbershop, hairdressing shop, and cosmetology shop shall not have one or more of the following violations:
- (1) Credo blades, ultraviolet storage units, autoclaves, skin-grating type equipment located in any part of an establishment.
 - (2) Single use articles not discarded immediately after use and single use articles stored used.
 - (3) Equipment and implements not cleaned and sanitized properly as well as equipment and implements stored unclean and/or not sanitized.
 - (4) Pedicure stations and manicure stations not properly cleaned and sanitized immediately after each customer.
 - (5) Technician not washing hands prior to serving the customer.
 - (6) Changes to the establishment floor plan without approval by the Health Department.
 - (7) A technician using one person's implements on another customer.

- (8) An unlicensed technician or person performing duties that require a current license from the Connecticut Department of Public Health.
- (9) Performing services the establishment has not been approved and/or is not licensed to perform.

§ 55-10 Penalty Fees.

A. Penalty fees for barbershops, hairdressing shops, and cosmetology shops will be assigned to the following violations:

- (1) Credo blades or skin-grating type tools present in the establishment.
- (2) An unlicensed technician or person performing duties that require a current license from the Connecticut Department of Public Health. The owner of the establishment shall be assigned a penalty fee along with immediate license suspension.
- (3) Performing services the establishment has not been approved and/or is not licensed to perform.
- (4) Obstruction or removal from the public view of the closure sign.
- (5) Remaining open after receiving a Cease and Desist order from the Health Department.
- (6) Operating without an establishment license.
- (7) Failure to appear at a scheduled appointment without 24 hour prior notice.
- (8) Violation or set of violations requiring re-inspection.

Penalty fees are set by the Director of Health and reviewed annually. There are other fees associated with operating and inspecting establishments.

§ 55-11 Technician; Customer.

A. Every barbershop, hairdressing shop, and cosmetology shop shall comply with the following:

- (1) No person known to be affected with any communicable disease in an infectious stage shall engage in barbering, hairdressing, or cosmetology.
- (2) No customer affected with an infectious disease including head lice shall be attended to.
- (3) The hands of the technician shall be washed with soap and warm water and dried on a single use paper towel immediately prior to serving each customer.
- (4) Signage shall be posted in clear view of the public requesting customers to wash hands prior to receiving a manicure.
- (5) Technicians shall eat in a separate designated break room.
- (6) Smoking is prohibited in any portion of the establishment.

- (7) Technicians shall have clean outer garments while attending to customers.

§ 55-12 **Facilities.**

A. Every barbershop, hairdressing shop, and cosmetology shop shall have:

- (1) Water supply. An adequate supply of hot (minimum 105°F/maximum 110°F.) and cold running water under pressure from a municipal or approved private source is required. All sinks must have hot and cold running water that is kept on at all times (i.e. the water valves are to be kept in the open position).
- (2) Waste disposal. Wastewater from all plumbing fixtures shall be discharged into municipal sewers or suitable subsurface sewage disposal system in compliance with the Connecticut Department of Public Health.
- (3) Plumbing fixtures shall be in good repair and installed so as to not constitute back siphonage or create a cross connection.
- (4) Sinks. Mop sink shall be only used for cleaning of the facility. Utility sink shall be only used for mixing of chemicals. Shampoo sink shall be only used to shampoo and rinse hair. Hand sink is for hand washing only. There shall be one hand sink in each private treatment room and at least one hand sink in each work area. Hand sinks must have pump soap and paper towels. Bar soap is not approved.
- (5) Restrooms. Bathroom facility must have a hand sink, toilet, toilet paper with a holder, garbage can with a lid for women's or unisex bathroom, mechanical ventilation or an operational window, and a self closing door.
- (6) Floors, walls, ceilings. Floors shall have a hard washable surface and be kept clean and in good repair. No debris shall accumulate on the floor. Walls shall be kept clean and in good repair. Walls shall have approved cove molding. Ceilings shall be kept in good repair.
- (7) Lighting. All areas of the establishment shall be well lit and shall have light sufficient in number so as to provide a minimum of 10 candle foot of illumination.
- (8) Ventilation. Ventilation shall remove odors and must be in compliance with the International Mechanical Code.
- (9) Refuse containers. Refuse containers inside of the establishment shall be emptied daily and maintained in a sanitary manner. Refuse containers outside shall have tight fitting lids which are kept closed at all times. The garbage receptacle area must be maintained in a clean manner.
- (10) Storage. The establishment must have adequate storage to hold linens, product, chemicals and other items used in the establishment.

- (11) Signage. Consumer public health safety signage explaining salon-specific health and sanitation precautions that the establishment is required to follow shall be posted throughout the establishment in clear and easy view to customers. Content of the signage will be provided by the Health Department.
- (12) Barriers. Barriers (e.g. sheets, exam paper) used on tables or other equipment/surfaces shall be changed between customers.
- (13) Sleeping. Sleeping quarters shall not be located in any part of the establishment.

§ 55-13 Operation; Maintenance.

A. Every barbershop, hairdressing shop, and cosmetology shop shall comply with the following:

- (1) License. The establishment must post the Health Department license in a manner that the customer can easily read all parts of the license. The establishment owner must keep a copy of all full and part time employees who work for them, especially those licensed by the Connecticut Department of Public Health at the front desk for inspection by the Health Department.
- (2) Cleanliness. The establishment shall be kept clean and sanitary at all times. Work stations must be visibly clean and sanitized immediately after each customer.
- (3) Sanitizer. All sanitizer shall be hospital grade and approved by the Health Department. Sanitizer shall be used in accordance with the manufacturer's label. Any deviation from the manufacturer's label constitutes a violation. A minimum of one full gallon of sanitizer per pedicure station and one gallon of sanitizer for all manicure stations is required each work day constitutes an adequate amount.
- (4) Chemicals. Chemicals must be clearly labeled. Chemicals not in the original container must be labeled properly.
- (5) Person in Charge. The owner will designate a person in charge to provide the Health Department with all requests for information when he/she is absent from the establishment.

§ 55-14 Equipment.

A. Every barbershop, hairdressing shop, and cosmetology shop shall comply with the following:

- A.** Equipment must be commercial grade, designed for such purpose, and in good repair.

B. Equipment and implements that come in contact with a client must be cleaned with a detergent (soap) and then sanitized with an approved hospital grade sanitizer immediately after serving the customer.

C. For pedicure bowls that are designed to be lined, a new single-use plastic liner shall be used for each customer and then discarded. Pedicure bowl removable jets must also be cleaned and sanitized after each customer. The entire pedicure bowl must be cleaned and sanitized at the end of the workday.

D. If an establishment is not using plastic liners proper cleaning and sanitizing procedures for the pedicure bowl must be followed between each customer. Cleaning and sanitization of the pedicure bowl includes removal of grates and jet covers by the technician. Proper tools must be available at the establishment to perform this task.

E. Autoclaves, ultraviolet light equipment, credo blades, and skin-grating tools, are prohibited in the establishment. The presence of autoclaves and/or their use constitutes a violation and has penalty fees associated with them.

F. Clean and sanitized equipment shall be stored at a work station, or in a storage container that is visibly clean.

G. Single service items may be used on one customer and must be disposed of immediately after use on that customer. A single use item shall not be stored used in the establishment. Exception is a customer who has a container stored at the establishment with their name on it to store their personal implements to be used only on them.

H. Examples of single-use items include, but are not limited to, styptic pens, make-up sponges, buffers, orangewood sticks, etc.

§ 55-15 Home establishment.

A. Every barbershop, hairdressing shop, and cosmetology shop shall comply with the following:

- (1)** An establishment located in a residence must be confined to a separate room that is separated with high wall partitions. The establishment must conform to all sections of this chapter.
- (2)** The bathroom shall be in the same location of the house as the establishment work area.

§ 55-16 Technical Standards.

The Director of Health shall have the authority to adopt technical standards and associated inspection procedures to assure proper sanitary maintenance and safe operation of barbershops, hairdressing shops, and cosmetology shops. Such standards and inspections shall not contravene any of the provisions of

this chapter or any state or municipal laws, ordinances or regulations and may be amended or revised as deemed necessary from time to time by the Director of Health. Failure of a barbershop, hairdressing shop, or cosmetology shop to achieve and maintain minimum requirements of these technical standards shall constitute a violation of this chapter.

AN ORDINANCE AMENDING SECTIONS 133-1, 133-2, 133-15, 133-16, and 182-13 OF THE TOWN CODE (#19-01)

Sponsored by: Stratford Town Council

§ 133-1 Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

AIRCRAFT

Any contrivance now known or hereafter invented, used or designed for navigation or for flight in the air. The word "aircraft" shall include helicopters and lighter-than-air dirigibles and balloons.

AUTHORIZED PRIVATE RECEPTACLE

A litter storage and collection receptacle as authorized by the Director of Public Works.

COMMERCIAL HANDBILL

Any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original or copies of any matter of literature:

A. Which advertises for sale any merchandise, product, commodity or thing;

B. Which directs attention to any business, mercantile or commercial establishment or other activity for the purpose of either directly or indirectly promoting the interest thereof by sales;

C. Which directs attention to or advertises any meeting, theatrical performance, exhibition or event of any kind for which an admission fee is charged for the purpose of private gain or profit; but the terms of this subsection shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expenses incident to such meeting, theatrical performance, exhibition or event of any kind, when either of the same is held, given or takes place in connection with the dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order, provided that nothing contained in this subsection shall be deemed to authorize the holding, giving or taking place of any meeting, theatrical performance, exhibition or event of any kind without a license where such license is or may be required by any law of this state or under any ordinance of this Town; or

D. Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes or for the private benefit and gain of any person so engaged as advertiser or distributor.

GARBAGE

Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

LITTER

Garbage, refuse, rubbish, and commercial handbills, as defined in this section, and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

"Litter" shall not include clean excavated earth, unless the same may be objectionable by reason of dust or foul odors, or fill material approved by the Director of Public Works. "Litter" shall not include sand, salt or other appropriate chemicals upon any icy or slippery condition.

NEWSPAPER

Any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States in accordance with federal statute or regulation and any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, includes any periodical or current magazine regularly published with not fewer than four issues per year and sold to the public.

NONCOMMERCIAL HANDBILL

Any printed or written matter, any sample, device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a "commercial handbill" or "newspaper."

PARK

A park, reservation, playground, beach, recreation center or any other public area in the Town owned or used by the Town and devoted to active or passive recreation.

PRIVATE PREMISES

Any dwelling, house, building or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

PUBLIC PLACE

Any and all streets, highways and boulevards, alleys or other publicly owned or controlled ways, and any and all publicly owned or controlled parks, squares, spaces, grounds and buildings.

REFUSE

All putrescible and nonputrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned/automobiles and solid market and industrial wastes.

RUBBISH

Nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery and similar materials.

VEHICLE

Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

§ 133-2 Prohibited activity.

In addition to any other prohibitions of various forms of littering contained in this chapter, no person shall throw or deposit litter on any exterior portion of property occupied by a business or in or upon any street, sidewalk or other public place within the Town, except in public receptacles for collection or in official Town dumps. No person shall place trash bags on any exterior portion of property occupied by a business or in or upon any street, sidewalk or other public place within the Town, including adjacent to public receptacles.

§ 133-3 Use of receptacles.

Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

§ 133-4 Sweeping of litter into gutters, streets or public places prohibited.**A.**

No person shall sweep into or deposit in any gutter, street or other public place within the Town the accumulation of litter from any building, place of business, lot or from any public or private sidewalk or driveway.

B.

This section is not applicable to the Town of Stratford's Bulk Leaf Pickup Program. (See § **182-6B.**)

§ 133-5 Sidewalks to be kept clean.

Persons owning or occupying property or places of business within the Town shall keep the sidewalk in front of their property or business premises free of litter.

§ 133-6 Littering from vehicles prohibited.

No person while a driver or passenger in a vehicle shall throw or deposit litter upon any street or other public place within the Town or upon private property.

§ 133-7 Truck restrictions.

No person shall drive or move any truck or other vehicle within the Town unless such vehicle is so constructed or loaded so as to prevent any load, contents or litter from being blown or deposited upon any street, alley or other public place, nor shall any person drive or move any vehicle or truck within the Town, the wheels or tires of which carry onto or deposit in any street, alley or other public place, mud, dirt, sticky substances, litter or foreign matter of any kind; provided, however, that this restriction shall not apply to the owner or operator of any vehicle or truck who has received prior written approval from the Director of Public Works as to methods and frequency of cleanup.

§ 133-8 Litter in parks.

No person shall throw or deposit litter in any park within the Town except in public receptacles and in such manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be

carried away from the park by the person responsible for its presence and shall be properly disposed of elsewhere as provided herein.

§ 133-9 Litter in bodies of water.

No person shall throw or deposit litter in any fountain, pond, lake, stream or any other body of water in a park or elsewhere within the Town.

§ 133-10 Littering from aircraft prohibited.

No person in any aircraft shall throw out, drop or deposit within the Town any litter, handbill or any other object.

§ 133-11 Litter on private property.

No person shall throw or deposit litter on any occupied private property within the Town, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property.

§ 133-12 Duties of property owners.

The owner or person in control of any property shall, at all times, maintain the premises free of litter; provided, however, that this section shall not prohibit the storage of litter in authorized private receptacles for collection.

§ 133-13 Litter on vacant lots prohibited.

No person shall throw or deposit litter on any open or vacant private property within the Town, whether owned by such person or not.

§ 133-14 Removal by Town.

[Amended 3-12-2007 by Ord. No. 07-03]

A.

Notice to remove. The Mayor or his authorized representative is hereby authorized and empowered to notify the owner of any open or vacant private property within the Town, or the agent of such owner, to properly dispose of litter located on such owner's property which is dangerous to public health, safety or welfare. Such notice shall be by registered mail, addressed to said owner at his last known address.

B.

Action upon noncompliance. Upon the failure, neglect, refusal of any owner or agent so notified to properly dispose of litter dangerous to the public health, safety or welfare within five days after receipt of the written notice provided for in Subsection **A** above or within five days after the date of such notice in the event that the same is returned to the Town Post Office Department because of its inability to make delivery thereof, provided that the same was properly addressed to the last known address of such owner or agent, the Mayor or his authorized representative is hereby authorized and empowered to pay for the disposing of such litter or to order its disposal by the Town.

C.

Recorded statement constitutes lien. Upon completion of such work, the Mayor or his authorized representative shall determine the reasonable cost thereof and bill the owner or agent therefor. Upon failure of the owner or agent to remit to the Town the amount of such charge within 30 days from the date of such notice, the Mayor or his authorized representative, within 90 days from the date of such notice, shall cause to be recorded in the land records of the Town a sworn statement showing the cost and expense incurred for the work, the date the work was done and the location of the property on which said work was done. The recordation of such sworn statement shall constitute a lien and privilege on the property and shall remain in full force and effect for the amount due in principal and legal interest, plus costs of court, if any, for collection, until final payment has been made. Sworn statements recorded in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and that the work has been done properly and satisfactorily and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property designated or described in the statement and that the same is due and collectible as provided by law. Said lien shall be of the same effect and may be foreclosed in the same manner as a tax lien.

§ 133-15 Enforcement.

It shall be the duty of the Blight Enforcement Officer and the Mayor or his designee to enforce the provisions of this chapter and any rules or regulation promulgated under this chapter.

§ 133-16 Violations and penalties.

Any person who violates any provision of this chapter shall be fined not more than \$250, except for a violation of Section 133-8 of this chapter, in which case the fine shall be \$350. When such material or substances are thrown, blown, scattered or spilled from a vehicle, the operator thereof shall be deemed, prima facie, to have committed such offense. Each day that any such violation shall continue shall constitute a separate offense. The imposition of any fine hereunder shall not prevent the enforced abatement of any unlawful condition by the Town.

§ 182-1 Purpose.

This is a chapter regulating the accumulation, collection, storage, removal and disposal of solid waste, and providing for a system of refuse collection and disposal and the administration thereof, for the protection of the public health, safety and welfare. It is consequently found and declared that:

A. The Town is authorized by law to regulate the disposition of solid waste generated within its boundaries and to license solid waste collectors;

B. The Town is also authorized by Connecticut General Statutes Section 22a-220a to designate the area where solid waste generated within its boundaries shall be disposed;

C. The Town has executed an agreement with the Connecticut Resource Recovery Authority requiring it to cause all acceptable solid waste generated within its boundaries to be delivered to the Bridgeport Resource Recovery System;

D. The public health, safety and welfare of the Town will be best served by requiring the delivery of acceptable solid waste to a transfer station for processing by the Bridgeport Resource Recovery System into products which have an economic value or to Bridgeport Resco for incineration; and

E. The enactment of this chapter is in furtherance of the Town of Stratford's approved regional Solid Waste Management Plan.

§ 182-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ACCEPTABLE SOLID WASTE

Unwanted or discarded materials of the kind normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a municipality through private or municipal collection, and commercial, governmental and light industrial waste for which a municipality is required by state law to make provisions for the safe and sanitary disposal thereof, but not including in any case special handling waste or bulky solid waste.

BRIDGEPORT RESOURCE RECOVERY SYSTEM

The solid waste disposal and energy recovery and steam and electric facility ("facility") designed, constructed, operated and maintained by an affiliate of Signal Resco, Inc. ("Resco"), pursuant to an agreement with the Connecticut Resources Recovery Authority ("CRRA") located in Bridgeport, together with the transfer station and the CRRA landfill or landfills provided by or designated by the CRRA.

BULKY SOLID WASTE

Solid waste comprised of land clearing debris and waste resulting directly from demolition and construction activities which can be disposed of in a landfill holding a permit issued by the Connecticut Department of Environmental Protection under Section 22a-209-1 and following of its regulations or any successor provisions.

DIRECTOR OF HEALTH

The Director of Health, Town of Stratford, or the person named by the Director to perform the duties of Director in his absence, in the enforcing of the duties of this chapter.

DIRECTOR OF PUBLIC WORKS

The Director of Public Works, Town of Stratford, or the person named by the Director to perform the duties of Director in his absence, in the enforcing of the duties of this chapter.

HAZARDOUS WASTE

Pathological, biological, cesspool or other human wastes, human and animal remains, radioactive, toxic and other hazardous wastes which, according to federal, state or local rules or regulations from time to time in effect, require special handling in their collection, treatment or disposal, including those regulated under 42 U.S.C. § 6921-6925 and regulations thereunder adopted by the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act of 1976, 90 Stat. 2806, 42 U.S.C. § 6901, such as cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, drugs, fine powdery earth used to filter cleaning fluid and refuse of similar nature.

PERSON

Any individual, firm, partnership, association, corporation, company, public utility or organization of any kind, but excluding the Town, its officers, boards, agencies or departments.

RECYCLING COMMITTEE

The Committee established pursuant to Chapter **165** of the Code of the Town of Stratford.

SPECIAL HANDLING WASTE

Hazardous waste; dirt, concrete and other nonburnable construction material and demolition debris; large items of machinery and equipment, such as motor vehicles and major components thereof, agricultural equipment, trailers and marine vessels; and any other item of waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, including, in the context of deliveries to the facility, bulky solid waste, explosives, chapter materials, oil, sludges, highly flammable substances, hazardous chemicals, tires and other materials the acceptance of which, in the judgment of Resco, reasonably exercised, is likely to cause damage to or adversely affect the operation of the system, constitute a threat to health or safety or violate or cause the violation of any applicable federal, state or local law, regulation or judicial or administrative decision or order.

TOWN

The Town of Stratford, Connecticut, or its agencies.

§ 182-3 Source separation of material.

A. The Recycling Committee shall establish the necessary rules and regulations to comply with the regulations issued pursuant to Section 22A-241 et seq. of the Connecticut General Statutes, An Act Mandating Recycling in Municipalities and Concerning Source Reduction Planning, as amended and/or supplemented. The following items may be required to be recycled: cardboard, glass food containers, metal food containers, newspapers, office paper, scrap metal, storage batteries, waste oil, yard waste, high-density polyethylene bottles or jars of any size or shape used to package food, household laundry products or crankcase oil (HDPE plastic container), polyethylene terephthalate containers of any size or shape used to package beverages (PET plastic food container), dry-cell batteries and scrap tires.

B. Preparation for collection.

(1) All items designated by the Recycling Committee for mandatory recycling shall be separated and kept apart from other solid waste by the property owner or his agent, packaged in the prescribed manner and prepared for collection according to Chapter **165** of the Code of the Town of Stratford and pursuant to regulations adopted by the Recycling Committee.

(2) Any solid waste left for collection which contains any items designated by the Recycling Committee for mandatory recycling shall be refused by any collector within the Town. Such material shall also be refused at the solid waste facility designated for disposal.

C. No person, firm or corporation other than the owner, lessee or any occupant of a residential dwelling or commercial establishment, or any employee of the Town or any contractor employed by the Town for the removal of items to be recycled, or any party authorized by the Director of Public Works pursuant to Chapter **165** of the Code of the Town of Stratford, shall pick up, remove, destroy or interfere with the mandatory recyclable items, or any part thereof.

§ 182-4 Solid waste disposal facility.

A. The Bridgeport Resource Recovery System is hereby designated as the area where acceptable solid waste generated within the boundaries of the Town of Stratford by residential, business, commercial or other establishments shall be disposed. On and after the effective date of this chapter, each person collecting any acceptable solid waste generated within the boundaries of the Town shall deliver all such waste to the Resco waste-to-energy plant or to the transfer station located at Watson Boulevard unless they are incapable of accepting acceptable solid waste at the time of delivery, in which event such solid waste shall be delivered to the portion of the Bridgeport Resource Recovery System designated by the Director of Public Works. Resco, the transfer station or any alternate location designated by the Director of Public Works shall be the Town's solid waste disposal facility.

B. Acceptable solid waste, bulky solid waste and items designated for mandatory recycling shall be separately delivered to the solid waste disposal facility. No solid waste collected or produced outside the Town limits shall be disposed of or deposited at the designated solid waste disposal facility. Acceptance of a Town license by a private collector acknowledges the right of the city to inspect each delivered load.

§ 182-5 Collection requirements.

A. The owner of each premises where solid waste is created or generated shall provide, at a suitable place upon such premises, sufficient receptacles for receiving and holding such solid waste during the intervals between collections. Solid waste shall be stored in watertight, tightly covered cans, containers, plastic bags or in a manner acceptable to the Director of Public Works. The standard unit of collection for household solid waste shall be twenty- and thirty-gallon containers. Each receptacle shall not weigh more than 75 pounds when full. Containers shall be maintained in good condition free of holes and fissures and shall be equipped with securely fitting covers.

(1) All cartons must be collapsed and tied in bundles weighing not more than 50 pounds. No dimension shall be in excess of three feet in length and not in excess of two feet in diameter.

(2) Tree trimmings and brush shall be tied in bundles of not over four feet in length, capable of being handled by one man. No loose material will be collected by the Town.

B. All refuse containers shall be maintained by the owners thereof and promptly replaced when no longer fit for use. Containers not conforming to the requirements set forth by this chapter and deemed a sanitary or accident hazard, as determined by the Director of Health or his duly authorized agents, may be confiscated by the Town and disposed of, without compensation to the owner.

C. The property owner or the person served shall have the refuse receptacles or containers placed as near to the curblin as is practicable before the hour of 7:00 a.m. on days on which collections will be made; provided, however, that refuse containers or receptacles may be so placed for collection on the evening preceding the date on which collections will be made in any residential area of the Town. Collection from households served shall not begin before 7:00 a.m. Collection schedules and methods of collection shall be as determined by the Director of Public Works, and appropriate notification of the same shall be given by the Director of Public Works to citizens of the Town.

D. Every agent, officer or employee of the Town engaged in the work of collection and removing refuse from private properties shall in no way interfere with, disturb, break, destroy, handle, take or use any article or substance or trespass upon any property of the householders, except insofar as the requirement of such collection shall warrant such handling, taking or using of the cans or receptacles containing ashes or noncombustible rubbish material. No employee of the Town shall remove or dispose of, for the employee's individual use or benefit, any of the contents of any can or receptacle used for the collection, removal or disposal of refuse.

E. It shall be unlawful for anyone, other than the tenants or occupants of the premises on which refuse containers are stored or the regularly authorized agents, employees or licensees of the Town, to disturb any refuse containers or to remove their covers or any of the contents thereof or to cause such refuse containers or their contents to be strewn or scattered on the lawns, sidewalks or streets.

§ 182-6 Prohibited acts.

A. Containers required.

(1) No person shall place any solid waste in any street, alley or other public place, or upon any private property, whether owned by such person or not, within the Town except in proper containers, or otherwise properly prepared for collection, unless with express approval granted by the Director of Public Works. No person shall throw or deposit any solid waste in any stream, sewer or other body of water.

(2) Any uncontainerized accumulation of solid waste on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any accumulation of solid waste within five days after written notice to remove the same shall be deemed a violation of this chapter.

B. No person shall cast, place, sweep or deposit anywhere within the Town any solid waste in such a manner that it may be carried or deposited by the elements upon or in any street, sidewalk, alley or other public place or into any occupied premises.

C. It shall be unlawful for any person, firm or corporation to place hazardous wastes or similarly dangerous substances, as determined by the Director of Public Works, into any refuse container or to transport any such substance to the solid waste disposal facility.

D. No person shall deposit any solid waste in any Town receptacle in a Town park which has been brought from any area outside said Town park. This provision shall not prohibit the disposal of garbage, rubbish or waste created by activities in said park, such as by the consumption of food.

E. The removal of wearing apparel, bedding or other refuse from homes or other places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the Director of Health. Such refuse shall not be placed in containers for regular collection with the normal production.

F. No person shall trespass upon any land used by the Town for the dumping or transfer of refuse for the purpose of scavenging.

G. No person shall transport garbage, refuse or rubbish originating outside the Town to within the Town for purposes of disposal or transfer except with approval of the Director of Public Works.

H. The burning of acceptable solid waste or other waste is prohibited, except as approved by the Director of Public Works.

§ 182-7 License required to collect or transport solid waste.

A. Authority; license required.

(1) The Director of Health shall be the licensing and registration authority for all solid waste collectors, vehicles and refuse containers operating within the Town.

(2) It shall be unlawful for any person to collect or remove solid waste in the Town or to transport the same upon or through any street or public place of the Town unless such person is an employee or agent of the Town assigned to such work, has been granted a license by the Director of Health to do so, is the employee of a person who has been so licensed or is the actual producer of such refuse within the Town or his employee, then and there engaged in transporting the same from the premises where produced to any area where public disposal is permitted.

B. It shall be unlawful for any employee of the actual producer of any solid waste to collect, remove or transport such waste for more than one actual producer thereof, or for such employee or any producer to combine or commingle within the Town the waste of more than one producer, or for any person to act as the employee of more than one producer for the purpose of collecting, removing or transporting such waste upon or through any street or public place of the Town unless such person has been granted a license by the Director of Health.

C. Each licensed solid waste collector shall obtain a separate registration for each vehicle he operates within the Town. Registrations shall not be transferable from vehicle to vehicle; provided, however, that the Director of Public Works may allow such temporary transfer of registrations in hardship situations, such as a temporary breakdown of an individually licensed vehicle.

§ 182-8 Vehicle requirements and delivery standards.

Any person permitted by this chapter to collect, remove or transport solid waste over the streets of the Town shall use containers or vehicles provided with tight covers and so constructed and operated as to prevent offensive odors escaping therefrom and refuse from being blown, dropped, spilled or leaked therefrom. Any solid waste collected by a collector shall be delivered to an approved facility on the same day as it is placed in the vehicle.

§ 182-9 License, registration and disposal fees.

A. The Director of Health shall establish and recommend license, registration and disposal fees for the privilege of engaging in the business of collecting or removing solid wastes in the Town, of transporting the same through the streets or public places of the Town and of disposing of or depositing the same at the Town's solid waste disposal facilities, which fees shall be approved by the Town Council.

B. Prior to the issuance of any license and the collection of any license, registration or use fees, the Director of Health shall determine that the proposed licensed operation will:

(1) Not create a nuisance.

(2) Not create or aggravate a traffic or health hazard.

(3) Result in efficient, prompt and cleanly collection service.

(4) Meet all state health and safety standards as to the construction of vehicles.

C. The Directors of Health and Public Works shall establish such rules and regulations as are appropriate for the administration of the provisions of this section.

§ 182-10 License applications and renewals.

A. Applications for licenses, renewals of licenses and vehicle registration under this chapter shall be submitted in writing to the Director of Health. Each application shall contain the following information:

(1) The name and address of the applicant. If the applicant is a proprietorship firm or partnership, the names of all owners or partners shall be listed; if the applicant is a corporation, the names and titles of each of the officers shall be listed.

(2) The purpose for which the license is sought.

(3) The area within which the applicant wishes to collect or transport solid waste.

(4) The number, kind and capacity of the vehicles and other equipment to be used for such purposes, together with their license plate numbers.

B. Each application shall be accompanied by the deposit of the license and registration fee required by the provisions of this chapter. If the application complies with the provisions of this chapter, the Director of Health shall grant said license and, as a condition of granting the requested license and/or registration, may impose such other conditions as he may deem to be in the best interests of the public health and welfare. If a license is not issued, the fee shall be returned to the applicant.

C. No application for a license by a private collector shall be accepted unless accompanied by a statement acknowledging and authorizing Town inspection of any load delivered under this chapter.

D. The term for each such license shall be one year from its issuance.

§ 182-11 Vehicle and container identification.

A. Every license granted by the Director of Health under this chapter shall cover the following matters:

(1) The name and address of the person to whom the license is issued.

(2)
The area within which the person to whom the license is issued may render collection services.

(3) The nature of the collection services which are authorized.

(4) The term for which the license is granted.

(5) A description, including the license plate numbers, of each vehicle to be registered under the license.

(6) Such other conditions as the Director of Health may establish.

B. The Director of Health shall issue to each licensed person one sticker for each registered vehicle covered by the application, each of which vehicles shall thereafter display such sticker as long as the license or registration is in force.

§ 182-12 Transferability of license.

No license granted by the Director of Health under this chapter or any interest therein, shall be given, sold, assigned, mortgaged or otherwise transferred without the prior written consent of the Director of Health.

§ 182-13 Revocation of license; violations and penalties.

A. Any license granted by the Director of Health under this chapter may be revoked by the Director of Health if the Director of Health finds and determines that the licensee has failed to comply with any of the terms of such license or of the chapter or rules and regulations duly promulgated hereunder, or fails to render satisfactory collection services. The provisions of this chapter shall be enforced by citation issued by the Director of Health or his duly authorized agent after a hearing as specified below. Before issuing any citation or notice of proposed suspension or revocation, as specified below, the Director of Health or his agent shall first issue a written warning providing notice of the specific violation in accordance with Section 7-148(c)(10)(A) of the Connecticut General Statutes.

B. Revocations and suspensions shall become effective only after a public hearing. The Director of Health shall send a written notice of proposed suspension or revocation to said collector, stating the reasons for such action. The Mayor or his designee(s) shall, within 15 days of the date of such written notice, hear and decide the matter. Such hearing shall be held in public session. The collector, the Director of Health and other persons invited by either of them or by the Mayor or his designee(s) may appear and present such testimony and evidence as they may wish. The Mayor or his designee(s) may revoke the license, suspend the license for a time

certain, decline to revoke or suspend the license or make such other determination as may be appropriate in the circumstances.

C. The decision of the Mayor or his designee(s) shall be final and binding upon the collector. No application for a license revoked under this chapter shall be accepted for a period of one year from the date of the Mayor's or his designee(s)' action.

D. Notwithstanding anything to the contrary herein, the Director of Public Works shall have power to refuse permission to a collector to use the designated solid waste disposal facility when, in his opinion, such collector has violated this chapter or any applicable rule or regulation.

E. The Directors of Health and Public Works shall have the authority to make such other reasonable rules and regulations concerning collection, transportation and disposal of refuse as they shall deem necessary, which shall take effect no less than three days after posting at the Department of Public Works Offices and at all designated solid waste disposal facilities.

F. Any person violating any of the provisions of this chapter shall be deemed guilty of a violation and shall be fined in the amount of \$1,000 per violation, unless the said violation is one for which a higher penalty is prescribed under the Connecticut General Statutes, in which case the higher penalty shall prevail. Said fine shall be in addition to any revocation of license as specified above. Additionally, each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punished as such hereunder. It shall be the duty of the Blight Enforcement Officer and the Mayor or his designee to enforce the provisions of this chapter.

§ 182-14 Special transfer station permits.

A. Stratford residents undertaking do-it-yourself repairs or renovations to their principal residences located within the Town of Stratford may apply to the Director of Public Works for a special transfer station permit for acceptable waste resulting from such renovation or repairs.

B. Such special permits shall be issued by the Director of Public Works on proof satisfactory to such Director that:

(1) The project is a do-it-yourself project by a Town resident on his or her principal residence located within the Town of Stratford.

(2) The applicant has authorized the Town to verify these facts by on-site inspections at the discretion of the Director of Public Works.

C. Each such special permit shall be issued only to an applicant who displays a current, valid Connecticut motor vehicle operator's license showing that the applicant resides within the Town of Stratford.

D. Each such special permit shall display the property address which is the source of the material and the registration number of the vehicle to which it is issued, and it shall expire at 12:00 midnight on a date 30 days from its date of issue.

E. There shall be no charge for such special permits.

AN ORDINANCE REGARDING ROADSIDE MEMORIAL MARKERS (#18-14)

Sponsored by: Stratford Town Council

I. PURPOSE

The Town of Stratford intends to respect the wishes of those who have lost friends or relatives in tragic events. However, the Town Council has a responsibility to regulate the use of public sidewalks, roadways and rights of way in such a manner so as to provide safety for the public. Roadside memorials can be a physical impediment as well as a source of distraction to motorists and thus pose a danger to road and sidewalk users. Members of the public who erect roadside memorials may be putting themselves and others in danger in the process of doing so. However, roadside memorials can also be a necessary part of the grieving process and serve as a source of inspiration and a symbol of honor. The purpose of this ordinance is to balance those interests to benefit the public at large.

2. REGULATION OF ROADSIDE MEMORIALS

The placement of a roadside memorial shall be allowed along a public sidewalk, roadway or right of way owned and maintained by the Town of Stratford for a period not to exceed ninety (90) days under the following conditions:

- A. The roadside memorial shall not cause unsafe conditions for passing motorists, pedestrians or for people maintaining or visiting the roadside memorial, as determined by the Police Department.
- B. The roadside memorial and those visiting and/or maintaining the roadside memorial shall comply with all other applicable state laws and local ordinances.
- C. The roadside memorial shall not contain unattended candles, glass or other sharp or dangerous objects.
- D. The roadside memorial shall have no dimension exceeding three (3) feet in length, width, height or depth.
- E. The roadside memorial shall leave at least three (3) feet of clear width for pedestrians on any public sidewalk.
- F. The roadside memorial shall not encroach upon any public roadway.
- G. The roadside memorial shall be removed ninety (90) days after it has been on display.

3. ENFORCEMENT

The Town may remove the roadside memorial prior to the 90 day period for failure to comply with this ordinance or any other applicable law, or if deemed necessary for construction, maintenance or other municipal purpose. Prior to such removal the Town shall make reasonable efforts to contact those responsible for maintaining the roadside memorial and to notify those parties of the failure to comply. If the roadside memorial is not removed within 90 days after its erection, the Town shall remove any remaining items from the roadside memorial site and shall keep the items for thirty (30) days to allow the person(s) placing the roadside memorial to retrieve the items. Nothing in this provision shall prevent the Town from removing a roadside memorial immediately in response to a threat to public safety. Any items not retrieved within thirty (30) days may be disposed by the Town.

LICENSE AGREEMENT FOR DELUCA HALL OF FAME FIELD

AGREEMENT made as of this ____ day of _____, 2019, by and between the **TOWN OF STRATFORD**, a municipal corporation duly established under the laws of the State of Connecticut and located in Fairfield County (hereinafter referred to as the "**LICENSOR**") and **STRATFORD BRAKETTES WOMEN'S SOFTBALL TEAM**, OF 185 Lordship Road, Stratford, Connecticut 06615 (hereinafter referred to as the "**LICENSEE**"), as of the date hereof.

WITNESSETH:

LICENSOR hereby permits LICENSEE and LICENSEE hereby hires from LICENSOR the right to use the **DELUCA HALL OF FAME FIELD**, its facilities, lights, sound system and parking areas (the "**Premises**"), for LICENSEE's regular season home games, the Brakettes' Summer Softball Clinics, and the 11th Annual Women's Major Softball National Championship Tournament and practices on the dates shown on Schedule A. This License Agreement is subject to the following terms and conditions:

1. TERM:

The term of this License Agreement shall commence on May 30, 2019, and shall expire on August 5, 2019. During this time period, LICENSEE shall have the exclusive right to use the above-described premises on those days in which LICENSEE has a regularly scheduled home game per the STRATFORD BRAKETTES WOMEN'S SOFTBALL TEAM Schedule annexed hereto and incorporated herein as "**SCHEDULE A**". In addition, LICENSEE shall have the right to use the above-described premises for softball clinics to be held June 24 through July 19, 2019. This Agreement may be extended and/or renewed on an annual basis at the sole discretion of the LICENSOR.

2. FEES:

In exchange for the right to use the above-described premises, the LICENSEE shall pay to the LICENSOR the sum of **ONE (\$1.00) Dollar**, payable upon the signing of this Agreement (the "**License Fee**").

In the event of the non-payment of said License Fee, the LICENSOR, its agents, servants and/or employees, shall have the right to terminate this Agreement, including LICENSEE's privilege to use the above-described premises and to take such measures as are reasonably necessary to prevent the LICENSEE from using the above-described premises for LICENSEE's activities.

3. CONDITION OF PREMISES, REPAIRS, AND ALTERATIONS:

LICENSEE acknowledges that it has inspected and examined the premises and accepts them in their present condition. LICENSOR shall maintain and keep the above-described premises in a condition suitable for LICENSEE's purposes, and shall devote such personnel as deemed necessary by LICENSOR to maintain the premises in a "*playable*" condition as the circumstances and weather conditions permit. LICENSOR shall mow the grass, drag the infield, line the base paths and batters boxes prior to each date in which LICENSEE has a scheduled home game. In cases where LICENSEE has more than one game on any scheduled date, LICENSOR shall not be obligated to perform any field maintenance as described herein between any contests. Moreover, LICENSOR shall not provide any field maintenance during any contest, whether necessitated by weather conditions or otherwise.

LICENSEE shall not make any alterations in or additions to the above-described premises without first obtaining the written approval of LICENSOR as to the materials to be used, and the manner of making such alterations and/or additions. LICENSOR agrees not to unreasonably withhold approval of alterations and/or additions proposed to be made by the LICENSEE. LICENSOR may condition such approval upon LICENSEE's compliance with any conditions reasonably imposed by LICENSOR.

LICENSEE shall, at its expense, prior to making any permitted alterations, obtain all permits, approvals, and certificates required by any applicable government entity, and upon completion obtain certificates of final approval thereof, and deliver duplicates of all such permits, approvals and certificates to the LICENSOR.

LICENSOR shall make all requisite repairs to the facilities, lighting system, sound system, scoreboard, concession areas and/or parking areas during the term of this Agreement, except those repairs necessitated by the acts or omissions of LICENSEE or any participant in LICENSEE's activities, including without limitation, any member of LICENSEE's organization, any member of a competing organization, vendors, and any invitee, spectator, patron, or visitor (collectively "Participants") who happens upon the property during one of LICENSEE's scheduled contests.

Unless otherwise agreed, all property remaining in or on the premises at the end of the term of this Agreement shall be deemed abandoned and may, at LICENSOR's election, either be retained as LICENSOR's property or be removed from the premises by LICENSOR at LICENSEE's expense.

4. LIABILITY OF LICENSOR:

The LICENSEE shall save, hold, and keep the LICENSOR safe, harmless and indemnified from and against any and all claims, demands, actions, penalties, judgments, court costs, reasonable attorneys fees, and liability for injuries to and death of persons and damage to and loss of property, which are in any way caused by, arise from, or grow out of the LICENSEE's use of the above-described premises or the use of any Participant.

5. LIABILITY INSURANCE:

LICENSEE agrees to provide and keep in force throughout the term of this Agreement comprehensive and general public liability insurance against all claims arising out of its operation and control of the above-described premises, in limits of not less than ONE MILLION (\$1,000,000) Dollars per incident / TWO MILLION (\$2,000,000) Dollars aggregate. Simultaneously with the signing of this

Agreement, the LICENSEE shall deliver evidence of such policy and/or a certificate shall be delivered to the LICENSOR showing that the LICENSOR has been named as an additional insured thereon. All such insurance shall be with companies of recognized responsibility, licensed to do business in the State of Connecticut. If LICENSEE does not deliver evidence of the existence of such insurance as required herein, LICENSOR may procure such insurance at LICENSEE's expense, and LICENSEE shall, on demand, reimburse LICENSOR for the cost thereof together with interest at the maximum legal rate per annum then chargeable to individuals, or LICENSOR may terminate LICENSEE's privilege to use the premises and may take such measures as are reasonably necessary to prevent LICENSEE from using the premises for LICENSEE's activities.

6. SCHEDULING:

This Agreement shall apply to all regular season games as set forth on the attached *SCHEDULE A*. Consent to conduct additional games or events as defined in this paragraph shall be given subject to the availability of the Field as well as the availability of police/security personnel. LICENSEE recognizes that special priority has been given to LICENSEE for Thursday, Friday, Saturday and Sunday dates during the period of this Agreement, as well as use of DeLuca Field and Short Beach Rec Complex softball diamond from July 31, 2019 to August 4, 2019 for the Women's Major Softball National Championship Tournament, and use of DeLuca Field on July 29, 2019 and July 30, 2019 for special pre-tournament games.

7. POSTPONEMENT OF GAME:

Inclement Weather/Poor Field Conditions:

LICENSEE shall have the responsibility and obligation under this Agreement to postpone all contests involving the use of the above-described premises due to inclement weather conditions or poor field conditions. For purposes of this paragraph, "*poor field conditions*" shall mean those conditions which would increase the risk of personal injury to any player or spectator or cause excessive damage to the playing surface if a game were to be played.

In the event that it becomes necessary to postpone a game due to inclement weather or poor field conditions, LICENSOR shall not be liable to LICENSEE for any consequential losses borne by LICENSEE in the cancellation of said games or contests. LICENSOR shall, however, reasonably cooperate in securing a new date and time for any game or contest which is postponed pursuant to this paragraph. LICENSOR shall not, however, be obligated to secure any other field or facility to accommodate any game or contest which is postponed pursuant to this paragraph.

8. UTILITIES:

LICENSOR shall pay directly for all charges for utilities serving the subject premises, but shall not be liable for any interruption of said services under any circumstances.

9. RULES AND REGULATIONS OF LICENSOR:

The following rules and regulations shall be observed by the LICENSEE and its agents, servants, employees.

Violation of any provision of these rules and regulations ("*Violation*") shall be deemed a violation of this

License Agreement and LICENSOR may terminate this Agreement immediately and without liability to LICENSEE for any such Violation.

- A. LICENSEE, its officers, servants, agents, customers, and employees shall have the right to use the premises only for the purposes contained in this Agreement.
- B. Unless otherwise agreed, LICENSEE shall, subject to the other applicable terms of this Agreement, remove upon vacating the premises, any and all personal property stored in or about the premises during the period of this Agreement.
- C. LICENSEE shall be responsible for all property stored in or about the subject premises. LICENSOR shall not be responsible for any loss of or damage to, LICENSEE's property, personal or otherwise, whether by theft or casualty.
- D. Unless otherwise agreed in writing, LICENSEE shall not affix any picture, bulletin board, sign, notice, or placard upon the premises without the express written consent of the LICENSOR. Such written consent shall be upon such terms as deemed necessary or appropriate by LICENSOR.
- E. The possession, use, and/or sale of alcoholic beverages upon the premises is strictly prohibited.
- F. LICENSEE is responsible for the conduct of its agents, servants and/or employees, including all Participants upon the premises in furtherance of LICENSEE's activities.
- G. LICENSEE, its agents, servants and employees, shall comply with all laws, ordinances and/or regulations of the State of Connecticut or Town of Stratford, including, but not limited to, all ordinances regarding the use of athletic complexes or recreational areas within the Town of Stratford.

10. DEFAULT:

In the event of the non-payment of any fee, or any installment thereof, at the time and in the manner above provided, and if the same shall remain in effect for ten (10) days after written notice is given to LICENSEE of any non-payment, or if the LICENSEE shall violate any term or provision of this Agreement, then this Agreement, at the option of the LICENSOR, shall terminate and the LICENSEE shall not be permitted to use the above-described premises. In the event of default, all fees paid in connection with this Agreement shall be forfeited to the LICENSOR. No waiver by the LICENSOR of any Violation or breach of this Agreement by the LICENSEE shall constitute or be construed as a waiver of any other Violation or breach, nor shall lapse of time after breach of condition by the LICENSEE before the LICENSOR shall exercise its option under this paragraph operate to defeat the right of the LICENSOR to declare this Agreement null and void and to retain all sums paid hereunder. If LICENSEE shall be in default under this Agreement prior to the date set for the commencement or any renewal or extension, and said default shall not be cured following written notice and the expiration of any applicable grace or cure period, LICENSOR may cancel such renewal or extension by written notice to the LICENSEE.

11. NOTICES:

All notices and demands, legal or otherwise, incidental to this Agreement or the use of the premises shall be in writing to the address set forth in this Agreement. Notices from the LICENSEE to the LICENSOR shall be sent by certified mail or delivered to the LICENSOR in care of the Town Attorney.

12. FEES AND EXPENSES:

If LICENSEE shall be in default in the observance or performance of any material term or covenant on LICENSEE's part to be observed or performed under, or by virtue of any of the terms or provisions of any article of this Agreement, then, unless otherwise provided elsewhere in this Agreement,

LICENSOR may, not less than ten (10) days after notice to LICENSEE, make any expenditure or incur any obligations for the enforcement of the material term or covenant and including, but not limited to, reasonable attorneys fees, in instituting, prosecuting or defending any action or proceedings, then LICENSEE will reimburse LICENSOR for such sums so paid for obligations incurred with interest and costs.

13. END OF TERM:

Unless otherwise agreed, upon the expiration or other termination of the term of this Agreement, LICENSEE shall remove all of its personal property from the premises immediately.

14. NO LEASE OR PROPERTY INTEREST:

LICENSEE hereby acknowledges and agrees that this Agreement does not confer upon the LICENSEE, its agents, servants, and/or employees, any property interest, leasehold interest, or any ownership interest in the premises described herein. Notwithstanding any provision to the contrary contained herein, this Agreement may be terminated by the LICENSOR in the LICENSOR's absolute discretion without reason, cause, or fault on the part of the LICENSEE. This agreement shall not be assigned, conveyed, or otherwise transferred to any person or entity.

15. PUBLIC SAFETY:

LICENSEE shall provide sufficient security personnel at LICENSEE's sole cost and expense for each use by LICENSEE of the premises, including those events listed on Schedule A or pursuant to Articles 6 and 7 of this Agreement. LICENSEE's security personnel shall be responsible for such things as pedestrian and vehicular ingress and egress, parking, spectator safety, and first aid during the course of its games or contests.

16. ADVERTISING SPACE:

LICENSEE is hereby given non-exclusive permission to sell advertising space on the outfield fence, said advertising space to be displayed during the term of this Agreement. Any advertising space so sold shall appear on a vinyl sign which is four (4') feet in height and eight (8') feet in length, and which shall be affixed to the outfield fence through grommets in the sign spaced every two (2')

feet along the top and two (2') along the bottom. LICENSEE agrees that no advertising space shall be sold to advertisers who promote tobacco, beer or alcohol-related products or use.

All advertisers shall first execute an agreement approved by LICENSOR, in LICENSOR'S sole discretion. Any advertising space so sold shall not be sold for less than FIVE HUNDRED (\$500.00) Dollars per sign. The gross revenue derived from the sale of advertising space by the LICENSEE shall be divided between the LICENSEE and the LICENSOR as follows: a sum equivalent to SEVENTY (70%) PERCENT to the LICENSEE and a sum equivalent to THIRTY (30%) PERCENT to the LICENSOR. It is specifically understood that the LICENSOR may sell advertising space on the outfield fence. Any and all revenue derived from the sale of advertising space by the LICENSOR shall remain the property of the LICENSOR.

17. INTEGRATION:

This agreement contains the entire agreement between the parties hereto. No representation, promises, or oral agreements shall be binding upon the LICENSOR unless they are in writing and executed by the parties hereto.

18. EXTENSION / RENEWAL:

This agreement may be extended by the LICENSOR, at the LICENSOR'S discretion. In the event the LICENSOR desires to extend or renew this Agreement, the parties hereto shall execute a certificate, which shall be appended to this Agreement, together with such other terms and conditions as the parties may hereinafter agree. In the event that LICENSOR does not desire to extend or renew this Agreement, LICENSOR shall deliver written notice to the LICENSEE not more than one hundred twenty (120) days subsequent to the closing date of the current playing season.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, on the date set forth below the signature of each.

**TOWN OF STRATFORD (LICENSOR) STRATFORD BRAKETTES WOMEN'S
SOFTBALL TEAM (LICENSEE)**

BY: _____ BY: _____

LAURA R. HOYDICK
Mayor
Signed: _____, 2019

ROBERT BAIRD
Managing Director
Signed: _____, 2019

STATE OF CONNECTICUT)
) SS: Stratford, _____, 2019
 COUNTY OF FAIRFIELD)

Personally Appeared, LAURA R. HOYDICK, Mayor of the Town of Stratford, who acknowledged the foregoing to be the free act and deed of the TOWN OF STRATFORD, and her free act and deed as its Mayor, before me.

 Gail Nobili/ Notary Public
 My Commission Expires 04/30/22

STATE OF CONNECTICUT)
) SS: Stratford, _____, 2019
 COUNTY OF FAIRFIELD))

Personally Appeared, ROBERT BAIRD, Managing Director, who acknowledged the foregoing to be the free act and deed of the STRATFORD BRAKETTES WOMEN'S SOFTBALL TEAM, and his free act and deed as its Managing Director, before me.

 Gail Nobili/ Notary Public
 My Commission Expires 04/30/22

**LEASE AGREEMENT FOR
DELUCA FIELD CONCESSION**

THIS LEASE made by and between the TOWN OF STRATFORD, a municipal corporation located in the County of Fairfield and State of Connecticut (hereinafter referred to as "*LESSOR*"), which shall include its successors and assigns where the context so requires or admits, and STRATFORD BRAKETTETS ORGANIZATION, 185 Lordship Road, Stratford, CT 06615 (hereinafter referred to as the "*LESSEE*") which shall include its successors and assigns where the context so requires or admits.

WITNESSETH:

The LESSOR is the owner of a facility known as DELUCA FIELD, a public recreational area located in the Town of Stratford, upon which is located a building containing facilities for cooking and distributing foodstuffs and soft drinks (the "*Concession*"). The LESSEE is engaged in the business of cooking, selling sandwiches, soft drinks, and other refreshments, and desires to lease the Concession from the LESSOR.

THEREFORE, the LESSOR leases to the LESSEE and the LESSEE leases from the LESSOR, the Concession for the period commencing April 1, 2019 and ending March 31, 2020. The rent for the aforesaid lease period is Two Thousand Dollars (\$2,000.00) due in full upon the signing of this Agreement. This Agreement may be extended and/or renewed on an annual basis at the sole discretion of the LESSOR.

Upon the signing of the Lease, the LESSEE shall deposit with the LESSOR, in addition to the rent payment, an amount equal to one-twelfth (1/12th) of the Lease amount (\$250.00) as a security deposit. Interest shall not accrue on the security deposit. This deposit shall be returned to the LESSEE at the end of the Lease period unless LESSEE defaults in its performance under this Agreement, which is defined as follows: (1) the LESSEE fails to make its Lease payment within thirty (30) days of the due date of such payment; (2) the LESSEE causes damage to any Town property which is the subject of this Lease and fails to restore the property to its prior condition; or (3) the Lessee breaches any provision of this Lease, thereby causing damages to the Lessor. In the event of any of the aforesaid occurrences, the LESSEE shall forfeit its deposit to the LESSOR.

The LESSEE covenants and agrees to use the Concession as a refreshment stand and for no other purpose than the preparation and sale of food and hot and cold drinks.

Whereas, the LESSOR grants this Lease for the benefit, convenience, accommodation and enjoyment of the residents and taxpayers of the Town of Stratford and their guests, the LESSEE shall operate the concession stand in such a manner as to maintain and enhance the goodwill of the Town of Stratford, and the LESSEE, its agents, servants and employees, shall treat all customers in a courteous and commercially reasonable manner. Any violation of this provision, or any unexcused interruption of operation shall constitute a breach of this Lease and shall entitle the LESSOR to proceed against the LESSEE in accordance with applicable law.

The LESSEE shall not permit objectionable odors to escape from the Concession, nor do anything or permit anything to be done upon the premises in any way tending to create a nuisance or disturbance.

Throughout the term of this Lease, the LESSEE shall maintain public and premises liability insurance and product liability insurance relative to any products sold by LESSEE, naming the TOWN OF STRATFORD as an Additional Insured, and holding the TOWN OF STRATFORD harmless from all claims and liability for damages for bodily injury, including accidental death, and for property damage which may arise from and out of the use of the Concession by the LESSEE. The limits of coverage on such policies shall not be less than \$ \$1,000,000 for any one person, and subject to the same limits, \$2,000,000 on account of each accident, and property damage coverage of \$50,000 on account of any one accident. The LESSEE shall also maintain Workers' Compensation Insurance as required by Connecticut General Statutes. LESSEE shall provide copies of the insurance certificates and any endorsements to the LESSOR upon execution of this Agreement and at any other time upon request of LESSOR.

The LESSOR shall provide electric service and water service to the building. The LESSEE shall make payment for gas service to the utility furnishing such service, based upon a separate meter.

A list of equipment in the Concession area, which is the property of the LESSOR and which may be used by the LESSEE, is attached. The LESSEE will be responsible for any repairs or maintenance the equipment may require.

Except as provided herein, the LESSEE shall make no alteration of the Concession.

In the event of the destruction of the Concession by fire, explosion, the elements, or other causes, or in the event of such partial destruction as to render the Concession wholly untenable or unfit to serve the purpose intended by this Lease: (A) to the extent that the Concession cannot be restored or repaired within ninety (90) days, then, in such case, this Lease shall, at the option of the LESSOR, terminate from the date of destruction. In such event, the LESSEE shall immediately surrender the premises and the LESSEE's duty to pay rent shall terminate retroactively to the date of destruction. (B) If the Concession can be repaired or restored within ninety (90) days, the LESSOR shall repair the Concession promptly, and the LESSEE's duty to pay rent shall be suspended from the date of damage or destruction until the Concession is repaired or restored. (C) If the damage shall not obstruct the occupancy of the Concession for its intended use, the LESSOR shall promptly repair the damage and the rent shall continue without abatement. The LESSEE shall immediately notify LESSOR of any damage to the Concession.

The LESSEE shall operate and maintain the Concession in accordance with all applicable laws, including, without limitation, the health and safety codes of the Town of Stratford and the State of Connecticut, as well as all State Fire Safety Codes and local and state building codes. LESSEE shall maintain the concession area in a clean and sanitary condition and free from trash. No glass containers are to be sold at the Concession. Food and drink are to be sold in cans, plastic bottles or disposable paper containers. No alcoholic beverages of any kind will be sold, stored or consumed on the premises covered by the Lease.

The LESSEE shall furnish complete cleaning and custodial service for the entire Concession. The LESSOR will provide the necessary cleaning supplies. The LESSEE shall be responsible for the care and maintenance of the interior of the Concession; the LESSOR shall be responsible for the care and maintenance of the exterior of the Concession.

Rules and regulations promulgated by the LESSOR regarding use of the Concession, as the same may be amended from time to time, shall be observed by the LESSEE, its employees, agents and customers. Such rules and regulations shall be reasonable and shall be administered to promote the maintenance and cleanliness of the area, to promote the safety of the LESSEE and the public, and to maintain the public peace and order, and shall not be administered to diminish the use of the Concession by the LESSEE.

No signs, advertisements or notices, other than a listing of refreshments offered for sale, shall be affixed to or placed upon any part of the Concession or surrounding area without the prior approval of the LESSOR.

All notices, demands and approvals necessary or incidental to this Lease shall be in writing, and shall be delivered by the LESSOR to the LESSEE to 185 Lordship Road, Stratford, CT 06615, or to LESSEE'S place of business, and by the LESSEE to the LESSOR, c/o the Town Attorney's Office, Town Hall, 2725 Main Street, Stratford, CT 06615.

The LESSEE shall not sublet the premises or any portion thereof. The LESSEE shall not assign this Lease without the prior written consent of the LESSOR, which consent the LESSOR may withhold in its discretion.

If at any time during the term of this Lease, the LESSEE shall make an assignment for the benefit of its creditors, or be decreed insolvent or adjudicated a bankrupt, or, if a receiver for the LESSEE shall be appointed, then the LESSOR may, at its option, terminate this Lease upon notice to the LESSEE or to its receiver or trustee, or to a representative of its creditors. Such a termination shall not operate as a release or discharge of the LESSEE'S duty to pay rent through the date of termination, or, of the LESSEE's liability for damages arising out of such a termination.

The rights and remedies of the parties expressed herein are in addition to the rights and remedies of landlords and tenants contained in the Connecticut General Statutes and the common law.

This agreement may be extended by the LESSOR, at the LESSOR'S discretion. In the event the LESSOR desires to extend or renew this Agreement, the parties hereto shall execute a certificate, which shall be appended to this Agreement, together with such other terms and conditions as the parties may hereinafter agree. In the event that LESSOR does not desire to extend or renew this Agreement, LESSOR shall deliver written notice to the LESSEE not less than one hundred twenty (120) days prior to the expiration of the Lease.

This Lease shall be operative and effective upon the exchange of the parties of executed copies hereof.

IN WITNESS WHEREOF, the parties caused to be signed and sealed, this Lease below.

WITNESSED BY:

STRATFORD BRAKETTETS ORGANIZATION (LESSEE)

BY: _____

Gail J. Nobili

ROBERT BAIRD
Managing Director
Dated: _____

TOWN OF STRATFORD (LESSOR)

BY: _____

Gail J. Nobili

LAURA R. HOYDICK
Mayor
Dated: _____

STATE OF CONNECTICUT

SS: Stratford, _____, 2019

COUNTY OF FAIRFIELD

Personally Appeared, LAURA R. HOYDICK, Mayor of the Town of Stratford, who acknowledged the foregoing to be the free act and deed of the TOWN OF STRATFORD, and her free act and deed as its Mayor, before me.

Gail J. Nobili, Notary Public
My Comm. Expires 04/30/22

STATE OF CONNECTICUT

SS: Stratford, _____, 2019

COUNTY OF FAIRFIELD

COUNTY OF FAIRFIELD

Personally Appeared, ROBERT BAIRD, Managing Director, who acknowledged the foregoing to be the free act and deed of the STRATFORD BRAKETTETS ORGANIZATION, and his free act and deed as its Managing Director, before me.

Gail J. Nobili, Notary Public
My Comm. Expires 04/30/22