



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 DRAFT

THE STRATFORD TOWN COUNCIL CONDUCTED A REGULARLY SCHEDULED MEETING ON MONDAY, JUNE 11, 2018 IN COUNCIL CHAMBERS OF TOWN HALL, 2725 MAIN STREET, STRATFORD, CT PURSUANT TO NOTICE DULY POSTED.

CALL TO ORDER 8:03 p.m.

PRESIDING: Council Chairman 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.

OTHERS IN ATTENDANCE: Town Attorney Chris Hodgson, Asst. Town Attorneys John Florek, Bryan LeClerc, Mayor Laura Hoydick.

INVOCATION AND PLEDGE OF ALLEGIANCE – Invocation followed by Pledge of Allegiance led by Mr. Greg Cann, District 5.

1. APPROVAL OF MINUTES — Regularly scheduled meeting of May 14, 2018

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.

A MOTION WAS MADE BY MR. HARDEN, SECONDED BY MR. PIA TO APPROVE THE FOREGOING MINUTES. Mr. Cann proposed that Item 4.2.2 be amended to reflect that the copy of the license provided to all members was the “proposed” license. A MOTION WAS MADE BY MR. PIA, SECONDED BY MR. TICHY TO APPROVE THE MINUTES AS AMENDED. THE MOTION PASSED 10-0.

2. CEREMONIAL PRESENTATIONS AND AWARDS

A. Recognition of Community Ambassadors to the Reunion of the Stratfords of the World
Mayor Laura Hoydick and Council Chairman Jim Connor presented Citations to fourteen Community Ambassadors to the Reunion of the Stratfords of the World: Gail Gonya, Jackie

Partridge, Jean Goodnow, Karen Klein, Kathy Figgis, Lani Hayduck, Lynne Preto-Rodas, Marcia Kellog, Robert Gonya, Robert Goodnow, Rosemary Martin Hayduck, Simon Fleger, Teri Preto-Rodas, and Theresa Maraglino.

B. Proclamation: Flora Day

In recognition and celebration of Flora, Mayor Laura Hoydick proclaimed the 12th day of June, 2018 as Flora Day in the Town of Stratford and presented the Proclamation to the officers of the Stratford Historical Society.

3. COMMUNICATIONS, BILLS, PETITIONS, REMONSTRANCES

3.1. LETTERS OF RESIGNATION (for information only)

- A. Email dated May 11, 2018 from Ann Farris, Beautification Committee, term expiring December, 2019.
- B. Email dated May 29, 2018 from J. Vincent Chase, Building Needs Committee.

THE CHAIR NOTED FOR THE RECORD RECEIPT OF THE FOREGOING RESIGNATIONS.

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

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

- EMS Personnel recognized by St. Vincent's
- 50th Anniversary of Lord Chamberlain Nursing & Rehabilitation Center
- Opportunity Zone Forum
- Armed Forces Day luncheon
- Opening ceremonies for Boothe Park
- BRBC Business After Hours at Two Roads
- Pre-storm meeting with UI
- Eli Whitney Poppy Planting
- Veterans' Breakfast and recognition of retiring VFW 9460 commander Dick Kennedy
- Veterans Program at Bunnell High School
- Stratford Youth Leadership
- EMS Open House
- Opening Day Pootatuck Yacht Club
- Memorial Day Parade
- Opening Day Housatonic Boat Club
- Sterling House Celebrity Breakfast
- Grand reopening McDonald's on Barnum Ave

- Mayor's Charity Golf Tournament
- Wilcoxson Father's Club Golf Tournament
- Wilcoxson Be Kind Mural Ceremony
- Stratford VNA ribbon cutting
- Stratford High School Bridge placement
- Stratford Small Business Saturday

4.2 QUESTIONS FOR THE MAYOR

4.3 COMMITTEE REPORTS

4.3.1 TAX PARTNERSHIP SCREENING COMMITTEE – The Tax Partnership Screening Committee met on May 24, 2018 and referred the following to the Town Council with a favorable recommendation:

- Marl Properties, LLC: 100% abatement for first 3 years, at year number 4 – 60% abatement of assessed value, at year number 5 – 40% abatement of assessed value, year 6 – 100% is taxable.

RESOLVED: that the favorable recommendation of the Tax Partnership Screening Committee is accepted and the foregoing tax abatement schedule for Marl Properties, LLC be and is hereby approved.

A MOTION WAS MADE BY MR. PIA, SECONDED BY MS. DANCHO TO APPROVE THE FOREGOING ABATEMENT SCHEDULE FOR MARL PROPERTIES AT 771 AND 815 BARNUM AVENUE CUTOFF. THE MOTION PASSED 10-0.

4.3.2 BUILDING NEEDS COMMITTEE

- A. The Building Needs Committee met on April 2, 2018 and approved an amount not to exceed \$7560 to cover the roof of the Shakespeare Theatre with plywood and cover the entire mechanical building with heavy duty tarps. The expenditure requires Council approval.

RESOLVED: that an expenditure not to exceed \$7560 for the aforementioned work be and is hereby approved.

A MOTION WAS MADE BY MR. POISSON, SECONDED BY MR. TICHY TO APPROVE THE FOREGOING EXPENDITURE. Mr. Alan Llewelyn was called to the podium for questions. THE MOTION PASSED 10-0.

- B. The Building Needs Committee met on June 6, 2018 and referred the following items to the Town Council with favorable recommendations:

FOR STRATFORD HIGH SCHOOL:

- TURNER COR 55- Installation of a dry sprinkler system at the exterior entrance canopy: \$43,544.00
- TURNER COR 57- Installation of 486 isolation valves in the VRF system: \$109,403.00

RESOLVED: that the recommendation of the Building Needs Committee be accepted and TURNER COR 55 and TURNER COR 57 be and are hereby approved.

A MOTION WAS MADE BY MR. POISSON, SECONDED BY MR. HARDEN TO APPROVE THE FOREGOING TURNER COR 55 AND 57. Mr. Alan Llewelyn was called to the podium for questions. THE MOTION PASSED 10-0.

~~—FOR VICTORIA SOTO SCHOOL:~~

- ~~• BID #2018 010 Soto School Photovoltaic System, received May 25, 2018- Recommendation to award the bid to J.E. Shea Electric Inc. in the amount of \$527,000.00~~

~~RESOLVED: that the recommendation of the Building Needs Committee be accepted and the foregoing award of the bid to J.E. Shea Electric Inc. in the amount of \$527,000.00 be and is hereby approved.~~

A MOTION WAS MADE BY MR. O'BRIEN, SECONDED BY MR. TICHY TO STRIKE THE ITEM FROM THE AGENDA. Mr. Alan Llewelyn was called to the podium for questions. MR. O'BRIEN MADE A MOTION, SECONDED BY MR. TICHY TO AMEND THE ITEM AS FOLLOWS: "TO REJECT ALL BIDS AND STRIKE THE ITEM FROM THE AGENDA." THE MOTION TO AMEND PASSED 10-0. THE MOTION AS AMENDED PASSED 10-0.

4.4 TOWN ATTORNEY'S REPORT

4.4.1 Request for Council to refer request for partial abandonment of a portion of Sidney Street to the Planning Commission under CGS Section 8-24.

A MOTION WAS MADE BY MR. PIA, SECONDED BY MR. PERILLO TO REFER THE FOREGOING ITEM TO THE PLANNING COMMISSION. THE MOTION PASSED 10-0.

5. UNFINISHED BUSINESS and/or OLD BUSINESS

5.1 TABLED ITEMS

5.2 TABLED ORDINANCES AND RESOLUTIONS

5.3 TABLED APPOINTMENTS

5.3.1 HOUSING AUTHORITY – 5 year term (Tenant of the Authority seat)

RESOLVED: that JANET FINDLAY of 73 WATKINS STREET be and is hereby appointed a member of the Housing Authority to the vacant Tenant of the Authority seat ~~expiring June 30, 2018~~ effective July 1, 2018 (*Tabled May 14, 2018*)

A MOTION WAS MADE BY MR. O'BRIEN, SECONDED BY MS. DANCHO TO TAKE THE FOREGOING ITEM FROM THE TABLE. THE MOTION PASSED 10-0. A MOTION WAS MADE BY MS. DANCHO, SECONDED BY MR. TICHY TO AMEND THE FOREGOING APPOINTMENT TO BE EFFECTIVE JULY 1, 2018. THE MOTION TO AMEND PASSED 10-0. THE MOTION AS AMENDED TO APPOINT JANET FINDLAY PASSED 10-0.

6. ORDINANCES AND RESOLUTIONS

6.1 RESOLUTION NAMING AN AREA OF THE ENTRYWAY TO LONG BEACH IN HONOR OF THE LATE SENATOR GEORGE "DOC" GUNTHER

Sponsored by: Stratford Town Council

WHEREAS: George "Doc" Gunther, a longtime resident of Stratford and the longest-serving legislator in the history of Connecticut representing the 21st Senate District where he introduced bills that would come to redefine environmental policy for our state and co-authored the first legislation to preserve tidal wetlands and;

WHEREAS: while serving on the Stratford Town Council, George "Doc" Gunther sponsored the establishment of the first municipal conservation commission in Connecticut and;

WHEREAS: he had an unwavering stewardship of the environment and the health of Connecticut's waterways and for decades championed efforts to protect Long Island Sound;

Now, THEREFORE, LET IT BE RESOLVED BY THE STRATFORD TOWN COUNCIL that, an area of the entryway to Long Beach be named in honor of the late Senator George "Doc" Gunther.

RESOLVED: that the foregoing resolution be and is hereby approved.

A MOTION WAS MADE BY MR. PIA, SECONDED BY MR. O'BRIEN TO APPROVE THE FOREGOING RESOLUTION. THE MOTION PASSED 10-0.

6.2 RESOLUTION RE: 2018 NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT PROGRAM

Sponsored by: Stratford Town Council

WHEREAS: Connecticut General Statutes 12-632 et seq allows any municipality to submit to

the State of CT Department of Revenue Services a list of programs eligible for investment, which programs provide neighborhood assistance, job training, education, community services, crime prevention, or energy conservation; and

WHEREAS: business firms may engage in any approved program and receive a tax credit from the State of CT after approval from the local municipality; and

WHEREAS: CT General Statutes 12-632 et seq. allows business firms to provide valuable public assistance while receiving tax credits and such would greatly benefit the Stratford community as local private concerns have expressed an interest in participating; and

WHEREAS: It is in the best interest of the Town of Stratford to approve the projects which were presented at said public hearing and recommend their approval to the CT Department of Revenue Services.

Now, THEREFORE, LET IT BE RESOLVED BY THE STRATFORD TOWN COUNCIL THAT,

The Stratford Town Council hereby approves the following projects for submittal to the State of Connecticut Department of Revenue Services pursuant to CT General Statutes 12-632 et. seq. ENERGY AND EFFICIENY UPGRADES AT STERLING HOUSE: \$150,000.00.

RESOLVED: that the foregoing resolution be and is hereby approved.

A MOTION WAS MADE BY MR. TICHY, SECONDED BY MR. PERILLO TO APPROVE THE FOREGOING RESOLUTION. THE MOTION PASSED 10-0.

7. NEW BUSINESS

7.1 CONTRACT WITH LOCAL #134-PROFESSIONAL & TECHNICAL ENGINEERS

RESOLVED: that the collective bargaining agreement with Local #134-Professional & Technical Engineers for the term of 1 July 2017 to 30 June 2021 as set forth in the Tentative Agreement and ratified by the Union be and is hereby approved.

A MOTION WAS MADE BY MR. PIA, SECONDED BY MR. PERILLO TO APPROVE THE FOREGOING CONTRACT. THE MOTION PASSED 10-0.

7.2 STRATFORD BRAKETTETS

A. License Agreement for Deluca Hall of Fame Field (*Appended as pages 7-14*)

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

A MOTION WAS MADE BY MR. O'BRIEN, SECONDED BY MR. TICHY TO APPROVE THE FOREGOING LICENSE AGREEMENT. THE MOTION PASSED 10-0.

B. Lease Agreement for Deluca Field Concessions (*Appended as pages 5-19*)

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

A MOTION WAS MADE BY MR. O'BRIEN, SECONDED BY MR. PIA TO APPROVE THE FOREGOING LEASE AGREEMENT. THE MOTION PASSED 10-0.

7.3 APPOINTMENTS

7.3.1 ARTS COMMISSION – 3 year term

RESOLVED: that _____ of _____ be and is hereby appointed a member of the Arts Commission to the seat of Lenny Kovalik expired April 9, 2018

7.3.2 INLAND WETLANDS AND WATERCOURSES – 4 year term. (Council Chair appoints)

A. RESOLVED: that TOM FAHY of 20 MAC'S HARBOR COURT be and is hereby appointed a member of the Inland Wetlands and Watercourses Commission to the seat of Tom Fahy expired May 31, 2018

A MOTION WAS MADE BY MS. DANCHO, SECONDED BY MR. TICHY TO APPROVE THE FOREGOING APPOINTMENT. THE MOTION PASSED 10-0.

B. RESOLVED: that DENNIS BLAKE of 20 RIPTON PARISH LANE be and is hereby appointed a member of the Inland Wetlands and Watercourses Commission to the seat of Dennis Blake expired May 31, 2018

A MOTION WAS MADE BY MS. DANCHO, SECONDED BY MR. TICHY TO APPROVE THE FOREGOING APPOINTMENT. THE MOTION PASSED 10-0.

C. RESOLVED: that _____ of _____ be and is hereby appointed a member of the Inland Wetlands and Watercourses Commission to the seat of Albert Schlager expired September 9, 2017

D. RESOLVED: that _____ of _____ be and is hereby appointed a member of the Inland Wetlands and Watercourses Commission to the seat of James Tucciarone (deceased) expiring January 13, 2019

7.3.3 INLAND WETLANDS AND WATERCOURSES –
Alternate Member - 4 year term. (Council Chair appoints)

RESOLVED: that JOHN WAITE of 495 WEST REITTER STREET be and is hereby appointed an alternate member of the Inland Wetlands and Watercourses Commission to the seat of John Waite expired May 31, 2018

A MOTION WAS MADE BY MS. DANCHO, SECONDED BY MR. TICHY TO APPROVE THE FOREGOING APPOINTMENT. THE MOTION PASSED 10-0.

7.3.4 PLANNING COMMISSION – Alternate Member – 3 year term

RESOLVED: that _____ of _____ be and is hereby appointed an alternate member of the Planning Commission to the vacant seat expiring January, 2019

7.3.5 WATERFRONT AND HARBOR MANAGEMENT COMMISSION – 5 year term

- A. RESOLVED: that REESE MITCHELL of 127 Margherita Lawn be and is hereby appointed a member of the Waterfront and Harbor Management Commission to the unexpired seat of James Tucciarone (deceased) expiring May 31, 2021

A MOTION WAS MADE BY MS. DANCHO, SECONDED BY MR. TICHY TO APPROVE THE FOREGOING APPOINTMENT. THE MOTION PASSED 10-0.

- B. RESOLVED: that BILL ROCK of 850 HOUSATONIC AVENUE EXT. be and is hereby appointed a member of the Waterfront and Harbor Management Commission to the seat of Bill Rock expired May 31, 2018

A MOTION WAS MADE BY MS. DANCHO, SECONDED BY MR. TICHY TO APPROVE THE FOREGOING APPOINTMENT. THE MOTION PASSED 10-0.

- C. RESOLVED: that JONATHAN ACKLEY of 106 FAIRLEA AVENUE be and is hereby appointed a member of the Waterfront and Harbor Management Commission to the seat of Jonathan Ackley expired May 31, 2018

A MOTION WAS MADE BY MS. DANCHO, SECONDED BY MR. TICHY TO APPROVE THE FOREGOING APPOINTMENT. THE MOTION PASSED 10-0.

7.3.6 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 unexpired seat of Reese Mitchell expiring May 31, 2021

8. ADJOURNMENT

A MOTION WAS MADE BY MR. PERILLO, SECONDED BY MR. TICHY TO ADJOURN.
THE MOTION PASSED 10-0. MEETING ADJOURNED AT 9:07 P.M.

ATTEST: *Margo Paquette*
Margo Paquette, Council Clerk

LICENSE AGREEMENT FOR DELUCA HALL OF FAME FIELD

AGREEMENT made as of this _____ day of June, 2018, 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 9th 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 June 1, 2018, and shall expire on August 5, 2018. 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 19 through July 14, 2018. 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 August 2, 2018 to August 5, 2018 for the Women's Major Softball National Championship Tournament, and use of DeLuca Field on July 31, 2018 and August 1, 2018 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

ROBERT BAIRD
Managing Director

Signed: _____, 2018

Signed: _____, 2018

STATE OF CONNECTICUT)
) SS: Stratford, _____, 2018
 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, _____, 2018
 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, 2018 and ending March 31, 2019. 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, June ____, 2018

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, June ____, 2018

COUNTY OF FAIRFIELD

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

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