

Robert J. Beak

EAST HARTFORD TOWN COUNCIL

2017 SEP 21 A 10:46

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

SEPTEMBER 19, 2017

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

CALL TO ORDER

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

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, suggested that the town hire an attorney to review all ordinances, especially membership requirements.

APPROVAL OF MINUTES

September 5, 2017 Regular Meeting

MOTION By Linda Russo
seconded by Ram Aberasturia
to **approve** the minutes of the September 5, 2017 Regular Meeting.
Motion carried 7/0. **Abstain:** Horan, Carlson

NEW BUSINESS

Recommendation from Ordinance Committee:

Section 2-113b Veterans Commission

MOTION By Bill Horan
seconded by Esther Clarke
to **amend** the East Hartford Code of Ordinances by deleting Article 4,
§14-22, 14-23 and 14-24 entitled "Patriotic Commission" and adding
§2-113b entitled "Veterans Commission" consistent with the draft dated
August 23, 2017 as unanimously approved by the Ordinance Committee.
Motion carried 9/0.

Section 14-1 Commission on Culture and Fine Arts

MOTION By Bill Horan

CT Center for Digital Investigations Inter-Local Agreement

MOTION By Ram Aberasturia
 seconded by Linda Russo
 to **approve** the final regional CT Center for Digital Investigations Inter-Local Agreement dated August 25, 2017 as attached to a memo from Scott Sansom, Chief of Police to Marcia A. Leclerc, Mayor dated September 12, 2017.
 Motion carried 9/0.

A copy of the Inter-Local Agreement follows these minutes.

Referral to Real Estate Acquisition & Disposition Committee:

1238 Silver Lane

MOTION By Joe Carlson
 seconded by Linda Russo
 to **refer** to the Real Estate Acquisition & Disposition Committee the donation of 1238 Silver Lane, which consists of a house on a 1 ½ acre parcel, according to the terms of Merwin J. Yanner's will, with instructions to investigate the matter and report back to the Town Council with its recommendation if any.
 Motion carried 9/0.

10 Chester Street and 192-A Forbes Street

MOTION By Joe Carlson
 seconded by Linda Russo
 to **refer** to the Real Estate Acquisition & Disposition Committee the donation of 10 Chester Street and 192-A Forbes Street, which are vacant lots that abut 53 Chester Street – which is town-owned land – with instructions to investigate the matter and report back to the Town Council with its recommendation if any.
 Motion carried 9/0.

Referral to Ordinance Committee: Chapter 7

MOTION By Bill Horan
 seconded by Ram Aberasturia
 to **refer** to the Ordinance Committee a review of Chapter 7 of the Town of East Hartford Code of Ordinances concerning violations, property maintenance code, hearing officers and blight and report back to the Town Council with its recommendations, if any.
 Motion carried 9/0.

Outdoor Amusement Permit Applications:

28th Annual Fall Fest

MOTION By Marc Weinberg
seconded by Ram Aberasturia
to **approve** the outdoor amusement permit application submitted by Kristine Vincent, Assistant Director of the East Hartford Parks & Recreation Department, to conduct the 28th Annual Fall Fest on the Town Green on Saturday October 7, 2017 from 10AM to 3PM (rain date Sunday, October 8th) with music during the same hours, featuring musical entertainment, pony rides, a petting farm, inflatables, children's activities, arts & crafts, pumpkin painting, civic group booths, commercial vendors and food vendors; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 9/0.

Gengras Harley-Davidson Fall Fest

MOTION By Ram Aberasturia
seconded by Marc Weinberg
to **waive** the associated filing time requirement under the provisions of Section 5-2(a) of the East Hartford Code of Ordinances and to **approve** the outdoor amusement permit application submitted by Mallory Craig, Marketing & Events Coordinator, on behalf of Gengras Motor Cars, Inc. for a Fall Open House on Saturday, September 23, 2017 at 221 Governor Street, from 9AM to 5PM, with music from 12PM to 3PM, which will feature music, food, sales and vendors; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Ash Realty Associates, LLC v Town of East Hartford, et al

MOTION By Linda Russo
seconded by Bill Horan
to **accept** Corporation Counsel's recommendation to settle the pending assessment (tax) appeal known as Ash Realty Associates, LLC v Town of East Hartford, Docket No. HHB-CV-17-6037144-S, involving

99 Ash Street, from the fair market value of \$3,484,600 to the fair market value of \$1,750,000, which shall generate a reduction of \$57,129.05 in property taxes, for the Grand List Year of 2016.
Motion carried 9/0.

Fremont Riverview, LLC v Town of East Hartford

MOTION By Linda Russo
seconded by Ram Aberasturia
to **accept** the recommendation of Corporation Counsel to settle the pending assessment (tax) appeals known as Fremont Riverview, LLC v Town of East Hartford, Docket No. HHB-CV-17-6037145-S, involving the real property located at 99-101 East River Drive, in the following manner:

1. The Town of East Hartford will reduce the fair market value of the real property located at 99-101 East River Drive for the grand list of October 1, 2016 as follows:

<u>Fair Market Value</u>	<u>Revised Fair Market Value</u>	<u>Reduction</u>	<u>Tax</u>
\$24,568,042.85	\$10,000,000.00	\$14,568,042.85	(\$479,798.50)

2. The Town of East Hartford will reduce the fair market value of the real property located at 99-101 East River Drive for the grand list of October 1, 2017 as follows:

<u>Fair Market Value</u>	<u>Revised Fair Market Value</u>	<u>Reduction</u>	<u>Tax</u>
\$24,568,042.85	\$13,000,000.00	\$11,568,042.85	(\$380,993.50)

Thereafter, for the grand list years of 2018, 2019 or 2020, the Town of East Hartford may increase the fair market value of the real property located at 99-101 East River Drive to the following amounts should the owner achieve the corresponding tenant lease milestones:

Fair Market Value	Percentage Leased
\$15,000,000.00	70%
\$18,000,000.00	75%
\$24,000,000.00	85%

Motion carried 9/0.

Ficacelli v McNeilly 3rd Party Workers' Compensation Claim

MOTION By Linda Russo
seconded by Ram Aberasturia
to **accept** the recommendation of Corporation Counsel to compromise

the workers' compensation lien of police officer Joseph Ficacelli in the amount of \$58,168.78 by accepting in satisfaction thereof the total sum of \$9,285.32 from the third-party action known as Ficacelli v McNeilly, et al. Motion carried 9/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc (1) announced that the Horizon Group has signed a ground lease with UTC; (2) the next business visitations will be with Gengras Harley-Davidson, Hoffman Group and Grandma's Pies; (3) the Eversource Marathon will be held on Saturday October 14th; (4) the Cemetery fall cleanup must be completed by Monday, October 16th; (5) the town's Fall Fest will be held on Saturday October 7th on the Town Green; (6) the Boo Bash will be held on Sunday October 29th; (7) thanked the Council for approving the SiFi Networks resolution; and (8) thanked those who attended the Mayor's Clean-up last Saturday, which was a great success.

Marc Weinberg acknowledged the start of Rosh Hashanah and also wished Bill Horan a Happy Birthday.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Bill Horan
 to **adjourn** (9:40 p.m.).
 Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be October 3rd.

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

DEVELOPMENT AGREEMENT

This Development Agreement is made this _____ day of _____, 2017 (as it may be extended or amended, the “**Agreement**”), between the Town of East Hartford, Connecticut, a political subdivision of the State of Connecticut (the “**Town**”), and SiFi Networks East Hartford, LLC, a Delaware limited liability company (“**SiFi Networks**”) (each sometimes referred to as a “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the Town desires to implement a fiber optic network using the FOCUS system in the Town and SiFi Networks desires to install a fiber optic network using the FOCUS system in the Town;

WHEREAS, SiFi Networks owns the rights to the FOCUS (as defined below) proprietary fiber optic cable system technology;

WHEREAS, the Town has agreed to grant to SiFi Networks access to and a license to use the Public Way (as defined below) for purposes of installing the FON (as defined below) in the Town;

WHEREAS, SiFi Networks has agreed to install the FON in the Town and install and operate a point of presence and/or a series of distributive cabinets and other equipment and materials in connection with the installation of the FON; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. **Definition of Terms.**

1.1 **Terms.** For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

“**Boundary**” means the legal boundaries of the Town as of the Effective Date, and any additions or subtractions to the Town legal boundaries, by annexation or other legal means.

“**Commencement Date**” means the date that Substantial Completion of the System has been achieved.

“**Connecticut General Statutes**” means the General Statutes of Connecticut, Revision of 1958, as amended.

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“Construction” means breaking ground for the installation of the System.

“Construction Contractor” means the construction company (ies) performing the physical work.

“Core and Trunk” means the section of the fiber optic network constructed in the Public Way from the interconnect point with the backhaul circuit to a duct or ducts at the plot boundary of the premises at the edge of the public right of way.

“Drop” means the fiber optic cable run from the Core and Trunk to the ONT on the Premises Wall.

“Extraordinary Permit Delay” means a delay in the consideration and granting of a Town permit or approval required to install and construct the System beyond the normal timeframe required by Local Law to consider and approve such a permit or approval.

“Facility Space” means the secure space that the Town agrees to make available to SiFi Networks during the Term at _____].

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

“FON” means SiFi Networks’ fiber optic network built using the FOCUS™ design utilizing a combination of blown fiber, aerial, waste water and/or other conventional techniques as well as electronics to enable multi gigabit technologies. All fiber specifications conform to ITU G.652 specifications.

“Force Majeure Event” means an Extraordinary Permit Delay, the Town’s physical interference with SiFi Networks ability to construct the System, a labor strike, unavailability of labor or materials to construct the System, riot, war, earthquake, flood, hurricane, drought, tornado, unusually severe weather conditions, or other act of nature, governmental, administrative or judicial order prohibiting the construction of the System, litigation, suits, proceedings or investigations at law or in equity before any court, public board or body with third parties (not between the Parties) prohibiting the construction of the System, or other event that is beyond SiFi Networks’ reasonable control. Any Party claiming the occurrence of a Force Majeure Event shall send written notice to the other Party describing the nature of such event, when it began and how long it is expected to last. A Party receiving such a notice may contest the assertion of the occurrence of a Force Majeure Event in the same manner as provided in Section 7.1 and 7.2 hereof, as applicable. Force Majeure Events shall not include SiFi Network’s inability to obtain approvals, permits or any other legal authorization necessary for the installation or construction of the System, subject to an Extraordinary Permit

Delay. Any breach, delay or other nonperformance under the Agreement excused by a Force Majeure Event shall only be excused as long as the Force Majeure Event is occurring or in effect and for thirty (30) days thereafter. Thirty (30) days after the Force Majeure Event is no longer occurring or in effect, the breach delay or other nonperformance under the Agreement, as extended by the Force Majeure Event, shall no longer be excused.

“Home” means a residential single family dwelling, or a residential single dwelling unit located within a Multiple Dwelling Unit, located within the Boundary.

“Local Law” means any applicable requirements pursuant to the Connecticut General Statutes, the Charter of the Town, and Town Regulations.

“Managed Services Agreement” means the Smart City Managed Services Agreement, dated [____], 2017, between the Town and SiFi Networks.

“Multiple Dwelling Unit” means an apartment building or other building containing more than four dwelling units located within the Boundary.

“ONT” means an Optical Network Terminal.

“Pass” or **“Passes”** means constructing the System to the curbside of a residential Premises, or the engineered point at or near a commercial Premises from which a Drop can be connected.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, whether for profit or not for profit, but shall not mean the Town or SiFi Networks.

“PoP” means a point of presence containing equipment such as the Optical Light Terminal, necessary for the operation of the System and from which the fiber optic cables for the System may emanate.

“Premises” means a Home, Multiple Dwelling Unit, office or other building located within the Boundary.

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

“Primary Premises” means the Premises expressly set forth on Exhibit A attached hereto.

“Public Way” shall mean the surface of, and the space above and below, any now existing or future: public street, road, highway, parkway, driveway, freeway, lane, path, court, sidewalk, bridge, alley, boulevard, lamp post, and the Sewer System, public way, or other public right of way or easement including,

public utility easements, dedicated utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by, granted or dedicated to or under the jurisdiction of the Town within the Boundary. For the avoidance of doubt, the term "Public Way" shall also mean any easement now or hereafter held by the Town within the Boundary for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include all other easements or rights of way held by the Town within the Boundary.

"Service" means internet, voice, data, and video service or any combination thereof, provided by the Town or another service provider over the System.

"Sewer System" means the Town owned storm water assets presently in place and as may be added within the Boundary.

"Subscriber" means any Person (which for purposes of this definition shall include the Town) that has entered into an agreement to receive or otherwise lawfully receives Service.

"Substantial Completion" means the point at which, the Core and Trunk of the System has been installed such that it Passes the addresses of each of the Primary Premises and the System is capable of providing Service to each such Primary Premises (but for the lack of a Drop) or four (4) years post Construction being commenced, whichever event occurs first; provided, however in the event SiFi Networks cannot install the Core and Trunk of the System or other necessary equipment or otherwise make the System available to a particular Primary Premises because of a lack of a right to access and use the Public Way due to the Town not possessing the right, title, interest or authority to permit SiFi Networks to use and occupy the Public Way or other lack of access or right to access and use property, or if there would be an incremental material cost to access property or install the System such that the cost to do so would be at least twenty percent (20%) or more higher than the average cost to provide service to other Primary Premises within the Boundary, SiFi Networks shall not be required to make the System available to such Primary Premises, Substantial Completion shall be deemed to be achieved notwithstanding the failure to Pass and make the Service available to such Primary Premises. SiFi Networks shall provide the Town with justification for any Primary Premises to which the System will not be available.

"System" means all parts of the FON system in the Town that is designed to support the delivery of Service to Subscribers, including the fiber optic cable and its component parts and appurtenances, and the other cables, wires, components, facilities, cabinets, ducts, conduits, connectors, vaults, manholes, manhole covers, pedestals, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the FON system.

"Wastewater Fiber Technology" means SiFi Networks' patented technology, know-how and other proprietary rights, comprising, among other

things, the use of a loose laid cable placed in the Town Sewer System, the cable being specifically constructed with a high density polyethylene (HDPE) sheath and steel wire armor.

2. Grant of Authority.

2.1 Grant of Rights.

SiFi Networks Rights to Public Way. As more specifically described in the Public Way License (as defined below), the Town hereby grants and conveys to SiFi Networks the full right, power and authority to erect, install, construct, repair, replace, reconstruct, maintain, operate or retain in, on, over, under, upon, across, street furniture, street lights or along any Public Way, the System, including wires, cables, facilities, cabinets, components, materials, apparatus ducts, conduits, connectors, vaults, manholes, manhole covers, pedestals, appliances, splitters, pots, attachments, and other related property or equipment as may be necessary or appurtenant to the System, within the Boundary, and all extensions and additions thereto. SiFi Networks shall have the right to determine the final engineering design and location of all equipment and other parts of the System, subject to Town zoning, site plan and other requisite permits and approvals; provided that such design and location of all equipment and other parts of the System do not unreasonably interfere with the existing uses of the Public Way. Both Parties agree to cooperate during the design and permitting process and SiFi Networks must first disclose all engineering designs to the Town for permit approval. All permits shall be considered for approval as described in Section 3.2 – Permits and General Obligations. SiFi Networks' right to install the System within the Sewer System is an exclusive right. The Town shall not grant any license, easement, right of way, access or similar right, to any Person to use and the Town itself shall not use the same section of the Sewer System used or to be used by SiFi Networks, for any purpose related to the delivery of internet, voice, data or video service or any combination thereof or any other purpose competitive with the Service during the Term, without the prior written consent of SiFi Networks, such consent not to be unreasonably withheld or delayed. SiFi Networks shall be solely responsible for the cost to design, construct and install the System, including obtaining all federal, state and local permits (other than Town permits, the cost of which shall be waived by the Town). SiFi Networks shall be solely responsible for and bear the sole financial responsibility for determining all legal and physical impediments to the construction and installation of the System in the Public Way. The Town shall not be responsible for expending any of its own funds for the Construction of the System. The Town shall be responsible for providing, at no cost to SiFi Networks, one (1) regular duty police officer from 7:00 a.m. to 4:00 p.m., Monday through Friday (excluding holidays), during the construction of

the System in the Public Way to oversee construction. The cost of any additional police officers required shall be a cost borne by SiFi Networks.

2.1.1 **License and Agreement.** Concurrent with the execution and delivery of this Agreement, the Parties shall execute and deliver the license agreement attached as **Exhibit B** hereto which sets forth the rights granted to SiFi Networks with respect to the Public Way (the "Public Way License"). Once entered into, the Public Way License is incorporated into this Agreement and made a part hereof. **Abandonment of the System upon Termination of Agreement.** Upon the expiration or termination of this Agreement, SiFi Networks shall have the right, but not the obligation, to remove from or abandon in place all or any part of the System in the Public Way; provided, however, that if SiFi Networks provides the Town with a notice of abandonment, the Town shall have the right to remove, take title and possession of, license, sell or otherwise transfer rights in such abandoned property in its sole discretion and SiFi Network's obligation to pay any real and personal property taxes pursuant to Section 2.5 hereof shall terminate. SiFi Networks shall execute any instruments and agreements regarding such transfer of title and possession of the System requested by the Town.

2.2 **Term of Agreement.** This Agreement shall become effective upon the execution and delivery of this Agreement by the Parties (the "Effective Date"). The term of this Agreement shall commence on Commencement Date and expire at midnight on the date that is thirty (30) years after the Commencement Date (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for one additional term of thirty (30) years, commencing on the thirtieth (30th) anniversary of the Commencement Date ("Renewal Term," and, collectively with the Initial Term, the "Term") unless SiFi Networks provides written notice to the Town of its intent not to renew at least one hundred eighty (180) days prior to end of the Initial Term. The Initial Term and the Renewal Term are subject to early termination as describe herein.

2.3 **Exclusivity.** Until after the first anniversary of the Effective Date, the Town shall not solicit, accept offers from, enter into an agreement with, nor engage in discussions with, any third party regarding any competing fiber optic cable system within the Town's Boundary without the prior written consent of SiFi Networks, such consent shall not be unreasonably withheld or delayed.

2.4 **Fees, Expenses and other Charges.** Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement. For the avoidance of doubt, SiFi Networks shall not be responsible for any fee or required to pay any percentage of revenues, profits, annual fee or other payments to the Town in connection with its performance of this Agreement or the Public Way License. The Town agrees that neither this Agreement nor the Public Way License shall require SiFi Networks to comply with or otherwise be subject to any obligations or liabilities as a grantee of a franchise under the Town's municipal code,

ordinances or similar laws. The Town agrees that Town bonding requirements will be satisfied by bonds supplied by the Construction Contractor (as principal) upon commencement of Construction. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2.4 will survive expiration or termination of this Agreement.

2.5 **Property Taxes.** On or before the start of Construction, the Town shall enter into a tax fixing or other agreement with SiFi Networks ("Tax Fixing Agreement") that provides SiFi Networks with a 100% exemption for the System from any and all applicable real property and personal property taxes otherwise imposed by the Town during the Term of the Agreement. In the event there is no legal authority to provide such an exemption for such taxes, the Town will include a payment equal to the real and personal property taxes paid by SiFi Networks in the Managed Services Agreement for services provided by SiFi Networks to the Town. At the end of the Term of the Agreement (including any early termination), the exemption provided by the Tax Fixing Agreement shall expire and SiFi Networks, or the current owner of the System, shall be subject to any and all applicable real and personal property taxes imposed by the Town. Such real and personal property taxes shall terminate in the event SiFi Networks abandons the System.

3. **The System.**

3.1 **System Description.** Subject to receipt of all necessary Town approvals, including, but not limited to, Section 8-24 of the Connecticut General Statutes, the Town acknowledges and agrees that SiFi Networks has the right to install the System within the Boundary using the Public Way in order to make the delivery of Service over the System available to all Premises within the Boundary. The Parties acknowledge and agree that the design or configuration of the actual location of the System within the Public Way is subject to change and relocation and that upon a change in the location of any portion of the System, the Parties will work together to relocate the fiber optic cable and other equipment and components of the System in, on, over, under, upon, across, or along the Public Way and from the Public Way to the Premises Wall, provided such location does not have a materially adverse effect upon the property or equipment of the Town or any third party. All Construction plans and amendments thereto shall be considered for approval by the Town promptly pursuant to its standard review and permitting process and the Town shall use all reasonable efforts to complete such review and to issue such approval as expeditiously as possible, at no cost to SiFi Networks. SiFi Networks shall be liable for any loss or damages to the Public Way or any other Town property or equipment caused by its acts or omissions, or the acts or omissions of its agents or service providers, in connection with the construction or installation of the System. Upon the occurrence of such loss or damages, SiFi Networks shall arrange for the prompt repair or replacement of such loss or damages to such Public Way or property and bear the cost therefor.

3.1.1 **Relocation of System.** The Town shall have the right during the Term to maintain, repair, reconstruct and relocate the Public Way and the Sewer System, including, but not limited to, repair of pot holes, milling and repaving of roadways, repair and replacement of sewer pipes, and relocation of roadways and sewer pipes. The Town shall provide SiFi Networks with not less than sixty (60)

days' notice of such repair, reconstruction or relocation and provide adequate time to allow SiFi Networks to temporarily or permanently relocate such portion of the System, except for emergency repairs that cannot be delayed for sixty (60) days. In the event of an emergency repair, the Town will notify SiFi Networks at the earliest possible opportunity. SiFi Networks shall be responsible for the cost of any temporary or permanent relocation of any portion of the System located in or around the Public Way or Sewer System to be repaired, reconstructed or relocated, or which in the reasonable opinion of the Town, could be damaged during such repair, reconstruction or relocation. In the event SiFi Networks fails to temporarily or permanently relocate such portion of the System to allow for the Town's repair, reconstruction or relocation of the Public Way or the Sewer System, the Town may, but is under no obligation to, temporarily or permanently relocate such portion of the System at SiFi Network's sole cost and if not paid within thirty (30) days, the Town may offset the cost therefor against any payments owed to SiFi Networks.

3.2 Permits and General Obligations. SiFi Networks shall provide plans to the Town for Town consideration for the issuance of permits to construct the System. The Town agrees to promptly review and approve plans that meet the requisite requirements of law and issue the permits to provide for the construction of the System, at no cost to SiFi Networks. The Town shall use all reasonable efforts to complete such review and to issue such permits as expeditiously as possible. As part of this process, the Town shall provide plan check and inspections at the sole expense of the Town. Construction and installation of the System shall be performed in a safe manner using materials of good and durable quality. All transmission and distribution structures and equipment installed by SiFi Networks for use in the System in accordance with the terms and conditions of this Agreement shall be located so as to minimize interference with the proper use of the Public Way and the rights of property owners who own property that adjoin any such Public Way. As applicable, the System may be placed in the Sewer System or related facilities in such a way as to not materially obstruct the flow of water or debris in the pipes, or to materially interfere with maintenance and operation of the Sewer System, as provided in the Maintenance Specifications referenced in Section 6.1. SiFi Networks will adhere to all Town building code requirements, as amended. In the event of an inconsistency or conflict between the rights granted to SiFi Networks pursuant to this Agreement and a Town building code provision, the Town building code provision will be interpreted in a manner that supports the objectives and intent of this Agreement. In the event Town building code provisions are amended or adopted after the date hereof, the terms of the Town building code shall control.

4. Construction and Facilities.

4.1 Construction of the System. SiFi Networks shall be solely responsible for the cost of construction and installation of all aspects of the System. Construction and installation of the System shall be performed in a safe manner in accordance with the approved plans and specifications approved by the Town. SiFi Networks will use commercially reasonable efforts to commence Construction on or before a date that is twenty-four (24) months after the Effective Date of this Agreement (the "**Construction Commencement Deadline**"); provided, however, in the event that a Force Majeure Event

has occurred, the Construction Commencement Deadline shall be extended to account for such Force Majeure Event. SiFi Networks will use commercially reasonable efforts to achieve Substantial Completion of the System on or before a date that is forty eight (48) months after the commencement of Construction (the "**Construction Completion Deadline**"); provided, however, in the event that a Force Majeure Event has occurred, the Construction Completion Deadline shall be extended to account for such Force Majeure Event. SiFi Networks will notify all property owners that will be materially affected by Construction in a reasonably timely manner.

4.1.1 SiFi shall be solely responsible for returning the Public Way to the similar or equal condition prior to the construction and installation of the System within the Public Way, including, but not limited to, resurfacing roadways and curbing, regrading and reseeding grass areas, and restoring sidewalks and other surfaces to their original condition. SiFi Networks shall be solely responsible for any damage to the Public Way or any other property of the Town and restoring it to a similar or equal condition.

4.1.2 The Town acknowledges and agrees that SiFi Networks intends to use varying construction techniques for the System Construction and deployment, which may include, any of the following:

- (i) Traditional open trench and/or directional boring;
- (ii) Slot cut micro-trenching;
- (iii) Fiber optic cable placed in the Sewer System using the SiFi Networks Wastewater Fiber Technology;
- (iv) Aerial cables; and/or
- (v) Techniques ancillary to or related to the foregoing.

The Town agrees to work cooperatively with SiFi Networks in its exercise of the above referenced construction techniques and any other reasonable construction techniques agreed upon by the Town.

4.2 Location of Equipment/Facilities.

4.2.1 Facility Space. During the Term, the Town shall provide SiFi Networks with access to and use of the Facility Space to SiFi Networks for the installation and operation of SiFi Networks' PoP equipment, distributed cabinets and other System equipment, components, parts, and other appurtenances for the System and related facilities, and from which the fiber optic cables will be deployed.

4.2.2 PoP/Cabinet Location. SiFi Networks agrees to provide engineering designs including intended locations of PoP and/or distributive cabinets required for the System to the Town prior to Construction in accordance

with Town's permitting process. The Town and SiFi Networks agree to cooperate in the selection of suitable sites for the PoP and distributive cabinets.

4.3 Subscriber Connections.

4.3.1 Fiber to the Premises Wall. SiFi Networks will provide a terminated fiber to each Subscriber's Premises receiving a Drop in a manner to be determined by SiFi Networks. The location and the method of the Drop will vary depending on the circumstances of the location of the Subscriber's Premises.

4.3.2 System Connection to the Premises Wall. The following will apply to the connection to each Premises receiving a Drop:

(i) The Town will assist SiFi Networks or its designee in securing private property easement access rights necessary, advisable or appropriate to connect the System from the Subscriber property boundary to the Premises Wall, provided however, that SiFi Networks shall bear the sole cost of obtaining such easements. In the event SiFi Networks cannot install fiber optic cable or other necessary equipment on private property because of a lack of a right to access the property, SiFi Networks shall not be required to make the System available to such Premises.

(ii) SiFi Networks shall have no duty to provide any additional connection after the terminated fiber has been taken to the ONT on the Premises Wall.

5. Oversight and Regulation by Town.

5.1 Oversight of Construction. In accordance with applicable law, the Town shall have the right to oversee and inspect the Construction of the System in the Public Way. SiFi Networks and its appointed contractors shall meet on a monthly basis with Town and State officials, as applicable, to plan the Construction of the System in the Public Way and to arrange for proper oversight and safety precautions in accordance with Town code and regulations for construction projects in the roadway.

5.2 Compliance with Applicable Laws. SiFi Networks shall, at all times during the Term, be subject to and comply in all material respects with all applicable federal, state laws and local laws regarding the Construction of the System in the Public Way.

5.3 Treatment of Confidential Information. Subject to local, state and federal law, the Town agrees that, without the prior written consent of SiFi Networks, all information regarding the System, including plans, drawings, designs, conceptual renderings, cost information, specifications, photographs, reports, manuals, and other documents ("SiFi Confidential Information"), shall be kept confidential and shall not be disclosed to any Persons other than the Town's authorized employees, representatives, staff and consultants (collectively, "Representatives") with a need to know such information and such SiFi Confidential Information shall not be used to the detriment of SiFi Networks.

The Town shall cause its Representatives to observe the confidentiality obligations described herein and shall be responsible for any breach of these obligations by any of its Representatives. In the event the Town is required by applicable law to disclose any of the SiFi Confidential Information, the Town agrees to (i) assert applicable exemptions to any such requirement and (ii) provide SiFi Networks with prompt notice of such requirement and the opportunity to challenge the requirement to disclose such SiFi Confidential Information and, in the event such challenge is unsuccessful, the Town shall furnish only that portion of the SiFi Confidential Information which it is advised by opinion of counsel that is legally required and the Town shall exercise reasonable commercial efforts to obtain reliable assurance that confidential treatment will be accorded such SiFi Confidential Information. Promptly upon the written request of SiFi Networks or the termination of this Agreement, and subject to applicable law, the Town will return to SiFi Networks or destroy (any such destruction shall be certified in writing by an officer of the Town) all copies of the SiFi Confidential Information and all other documents prepared by the Town that contain or reflect the SiFi Confidential Information. SiFi Confidential Information shall not include information that (a) was publicly known or otherwise known to the Town prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission of the Town or any person acting on its behalf, (c) otherwise becomes known to the Town other than through disclosure by SiFi Networks, (d) is available to the Town on a non-confidential basis from a source other than SiFi Networks, provided that such source is not and was not, in each case, as far as the Town is aware, bound by a confidentiality agreement or other legal duty of confidentiality to SiFi Networks, (e) constitutes financial statements, that are otherwise publicly available or (f) is legally required to be disclosed by applicable law as described above. Notwithstanding anything to the contrary contained in this Agreement, the Town's obligations set forth in this Section 5.3 will survive for one (1) year after expiration or termination of this Agreement.

5.4 Insurance.

5.4.1 **SiFi Networks Liability Insurance.** From the Commencement Date until Substantial Completion of the System, SiFi Networks or the Construction Contractor shall, at its own cost and expense, procure and maintain Comprehensive, Commercial General Liability, Business Auto Liability and Workers Compensation Insurance with the respective limits set forth below, or greater if required by law, covering the Construction of the System.

5.4.2 **Type and Limits.** General Liability shall cover actions of SiFi Networks and its directors, officers, employees and volunteers and shall not exclude coverage for property damage from explosion, collapse and underground operations. Coverage for explosion, collapse and underground operations shall include blasting, if necessary, or explosion, collapse of structures or structural injury due to grading of land, excavation, filling, backfilling, tunneling, pile driving, caisson work, moving, shoring, underpinning, raising of, or demolition of, any structure, or removal or rebuilding of any structural support of a building or structure. Such insurance shall further include coverage for damage to wires, conduits, pipes, mains, sewers or other similar apparatus encountered below the surface of the ground when such damage is caused by any occurrence arising out

of the performance of the work. Business automobile liability coverage shall include all owned, non-owned, hired, or leased autos. Workers' compensation insurance shall be maintained in accordance with all applicable Connecticut General Statutes.

Limits are as follows:

General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Business Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation Insurance	Per Connecticut General Statutes (currently \$500,000 per accident; \$500,000 per employee; \$500,000 per disease)

Such policy or policies shall be commercial general liability insurance on a Standard CG0001 Commercial General Liability form and on an occurrence basis insuring against claims for personal injury (including bodily injury and death), and property damage (including loss of use). Coverage shall include blanket contractual liability and broad form property damage, premises, operations, explosion, collapse, underground hazard (commonly referred to as "X", "C" and "U" coverages), and products completed operations coverage, and shall have the following minimum limits of liability:

5.4.3 **Additional Insured Coverage.** The above liability insurance shall name the Town and its officials, employees, volunteers and boards as additional insured's ("**Town Additional Insureds**"). All of the additional insured coverages required by this Agreement shall be primary and noncontributory to any insurance or self-insurance carried by Town Additional Insureds. All required insurance policies shall include provisions waiving all rights of subrogation against Town Additional Insureds.

5.4.4 **Qualified Insurers.** All insurance required under this Section 5.4 will be provided through companies authorized to do business in East Hartford, Connecticut and with an A.M. Best's rating of at least AVII.

5.4.5 **Certificates of Insurance.** SiFi Networks shall provide the Town with certificates of insurance and policy endorsements evidencing at least the minimum coverages required by this Agreement, which shall be maintained on file in the Town's Engineering Department. Coverages shall not be reduced, canceled, non-renewed or materially changed without thirty (30) days advance written notice to the Town.

5.4.6 **No Waiver.** Receipt or review by the Town of any copies of insurance policies, endorsements or certificates that fail to comply with the requirements of this Agreement, or the Town's failure to request or obtain evidence of insurance or to object to the insurance provided, shall not be deemed a waiver of any requirements contained in this Agreement and shall not relieve SiFi Networks of its duty to comply with the requirements contained in this Agreement.

6. **Parties' Obligations.**

6.1 **Sewer System Maintenance.** The Town, at its sole cost, shall operate, maintain and repair the Sewer System so as to not damage or adversely affect the System or cause excessive wear and tear on the System and shall otherwise keep the Sewer System in good working order. The Town, at its sole cost, also shall maintain and repair the Sewer System to the extent that such standards apply, in accordance, with ASTM F2462: Standard Practice for Operation and Maintenance of Sewers with Optical Fiber Systems, and in compliance with Document 000-WF-GD-006, Wastewater Fiber Technology Post Installation Wastewater Maintenance Guide Document ("**Maintenance Specifications**"), and Document 000- WF-MS-030, Emergency Cable Cutting and Removal from the Sewer ("**Removal and Relocation Specifications**"), collectively incorporated as though fully set forth in this Agreement. The Maintenance Specifications and the Removal and Relocation Specifications may be amended by agreement of the Parties from time to time for the purpose of conforming such specifications to industry custom and practice established in the United States. SiFi Networks shall have no duty to maintain or repair the Sewer System or to keep the Sewer System in good working order. The Town shall have no duty to maintain or repair any portion or component of the System located within the Sewer System or to keep any portion or component of the System located within the Sewer System in good working order. The Town shall not make any modifications to, or alter, the Sewer System containing any part of the System with less than thirty (30) days prior written notification to SiFi Networks, except for emergency repairs that cannot be delayed for thirty (30) days. In the event of an emergency repair, the Town will notify SiFi Networks at the earliest possible opportunity. In the event SiFi Networks reasonably believes that the Town has failed, or is failing, to maintain, repair, and keep the Sewer System in good working order, in accordance with this Section 6.1, SiFi Networks shall notify the Town of any such failure(s). In the event the Town fails to cure such failure(s) within thirty (30) days of the notice, or shorter time period if such failure(s) pose a risk of imminent damage to the System or Service, SiFi Networks, at its option, has the right, but not the duty, to perform repairs to, and maintain, the Sewer System. The Town shall promptly reimburse SiFi Networks for all costs incurred by SiFi Networks in performing repairs and maintenance to the Sewer System pursuant to this Section 6.1 upon presentation of proof of the risk of imminent damage posed to the System or Service and its costs incurred, such as invoices and statements from contractors and vendors.

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

- (i) Provide a single point of contact ("**SPOC**") for SiFi Networks, which SPOC will assist SiFi Networks in addressing all issues related to the

System, providing coordination with and act as a liaison to Town departments, and serving as a communications and troubleshooting resource for SiFi Networks.

(ii) Offer the full cooperation of all Town departments with respect to relevant issues with respect to the System. Such cooperation will be supervised by the SPOC.

(iii) Except in the case of a Force Majeure Event, provide SiFi Networks and its representatives with full access (i.e., 24 hours per day, 7 days per week, 365 days per year) to all Town property where the System is installed and full access to all Town assets and infrastructure for the installation and inspection of the System and for any other reasonable business purpose with respect to the System, at no charge by the Town for such access.

(iv) Participate in regular status meetings for the coordination of all matters related to the System.

(v) Provide prompt, diligent, good faith review of all applications for permits submitted by SiFi Networks or its representatives or contractors, including permits or other necessary items for construction work on the System within the Public Way. For the avoidance of doubt, the Town shall use all reasonable efforts to complete the review of applications and to issue permits as expeditiously as possible.

(vi) In the event emergency repairs to the System, the Public Way or the Sewer System are necessary, coordinate the repairs with SiFi Networks, any utilities or other users of the Public Way, in order to facilitate prompt repairs, such coordination to be supervised by the SPOC and the SPOC shall keep SiFi Networks continually apprised of the status of such repairs.

6.3 **Obligations of SiFi Networks.** In addition to all other duties and obligations contained elsewhere in this Agreement, SiFi Networks has the following duties and obligations:

(i) Work closely with the SPOC of the Town and relevant Town departments with respect to the Construction of the System.

(ii) Comply with all requirements of Town for permit and Public Way use applications, to the extent they may be required.

(iii) Commence Construction by the Construction Commencement Deadline.

(iv) Proceed with due diligence with the Construction of the System.

(v) Achieve Substantial Completion of the System by the Construction Completion Deadline.

- (vi) Maintain or provide for the maintenance of the System.

7. **Breach; Rights and Remedies; Termination; Indemnification.**

7.1 **SiFi Networks Breach or Default.** In the event the Town believes that SiFi Networks has not complied with or is otherwise in default with regard to any term of this Agreement, the Town shall promptly notify SiFi Networks in writing with specific details regarding the exact nature of the alleged noncompliance or default (a “**Town Breach Notice**”). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of the Town hereunder unless and only to the extent that SiFi Networks is materially prejudiced by such failure.

7.1.1 **SiFi Networks’ Right to Cure or Respond.** Except as otherwise provided by law or regulation, SiFi Networks shall have thirty (30) days from its receipt of a Town Breach Notice (the “**Initial SiFi Cure Period**”) to:

(i) respond to the Town, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of SiFi Networks’ response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity regarding the alleged noncompliance or default; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Initial SiFi Cure Period, so long as SiFi Networks initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies the Town of the steps being taken and the projected date that they will be completed, the Initial SiFi Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from SiFi Networks’ receipt of a Town Breach Notice (the “**Extended SiFi Cure Period**” and together with the Initial SiFi Cure Period, the “**SiFi Cure Period**”).

7.1.2 **Town Rights and Remedies.**

(i) Except as provided in Sections 6.4.2 (ii), (iii) and (iv) below which shall control in connection with the events described therein, if SiFi Networks fails to cure any actual noncompliance or default as provided in Section 6.4 above within the SiFi Cure Period, the Town may:

- (a) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;
- (b) seek money damages from SiFi Networks; or
- (c) terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

(ii) In the event SiFi Networks fails to commence Construction on or before the Construction Commencement Deadline in accordance with Section 4.1 above and subsequently fails to commence Construction within the SiFi Cure Period, the Town may provide written notice to SiFi Networks and its lender(s) of the Town's intent to terminate this Agreement for such failure. SiFi Networks shall have an additional thirty (30) day period after the SiFi Cure Period to commence Construction (the "**Additional SiFi Cure Period**"). If SiFi Networks fails to commence Construction by the last day of the Additional SiFi Cure Period, SiFi Networks' lender(s) shall have an additional thirty (30) days from the end of the Additional SiFi Cure Period to commence Construction (the "**Additional Lender Cure Period**"). If SiFi Networks' lender(s) fails to commence Construction by the last day of the Additional Lender Cure Period, the Town may terminate this Agreement by written notice to SiFi Networks and its lender(s) and neither Party shall have any liability or obligation under this Agreement.

(iii) In the event SiFi Networks fails to achieve Substantial Completion of the System by the Construction Completion Deadline in accordance with Section 4.1 above and subsequently fails to achieve Substantial Completion within the SiFi Cure Period, the Town may provide written notice to SiFi Networks and its lender(s) of the Town's intent to terminate this Agreement for such failure. SiFi Networks shall have an additional thirty (30) day period after the SiFi Cure Period to achieve Substantial Completion (the "**Additional SiFi Completion Cure Period**"). If SiFi Networks fails to achieve Substantial Completion by the last day of the Additional SiFi Completion Cure Period, SiFi Networks' lender(s) shall have an additional thirty (30) days from the end of the Additional SiFi Completion Cure Period to achieve Substantial Completion (the "**Additional Lender Completion Cure Period**"). If SiFi Networks' lender(s) fails to achieve Substantial Completion by the last day of the Additional Lender Completion Cure Period, the Town may terminate this Agreement by written notice to SiFi Networks and its lender(s). In the event of such termination pursuant to this subsection, the Town shall within sixty (60) days of the effective date of such termination elect to either (i) purchase the System by paying to SiFi Networks by wire transfer of immediately available funds within one hundred and twenty (120) days of the effective date of the termination a sum equal to SiFi Networks' costs of designing, financing and constructing the System for use in the Town plus ten percent

(10%) of such costs and upon such payment neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi Networks continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement, the Town shall however have authority over all extensions of the FON in the Public Way.

(iv) At any time after Substantial Completion is achieved, in the event no internet, voice, data, or video service of any kind is capable of being provided over the System for a period in excess of one hundred twenty (120) consecutive days and SiFi Networks fails to restore such capability within the SiFi Cure Period, the Town may provide written notice to SiFi Networks and its lender(s) of the Town's intent to terminate this Agreement. SiFi Networks shall have an additional thirty (30) day period after the SiFi Cure Period to restore the capability of the System to provide Service (the "**Additional SiFi Service Cure Period**"). If SiFi Networks fails to restore the capability of the System to provide Service by the last day of the Additional SiFi Service Cure Period, SiFi Networks' lender(s) shall have an additional thirty (30) days from the end of the Additional SiFi Service Cure Period to restore the capability of the System to provide Service (the "**Additional Lender Service Cure Period**"). If SiFi Networks' lender(s) fails to restore the capability of the System to provide Service by the last day of the Additional Lender Service Cure Period, the Town may terminate this Agreement by written notice to SiFi Networks and its lender(s). In the event of such termination pursuant to this subsection, the Town shall within sixty (60) days of the effective date of such termination elect to either (i) purchase the System by paying to SiFi Networks by wire transfer of immediately available funds within one hundred and twenty (120) days of the effective date of the termination a sum equal to SiFi Networks' costs of designing, financing and constructing the System for use in the Town plus ten percent (10%) of such costs and upon such payment neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi Networks continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement, the Town shall however have authority over all extensions of the FON in the Public Way.

(v) Notwithstanding anything to the contrary in this Agreement, in no event shall the Town be permitted to terminate this Agreement if the Town is in material breach of or default under this Agreement.

7.2 Town Breach or Default. In the event SiFi Networks believes that the Town has not complied with or is otherwise in default with regard to any term of this Agreement, SiFi Networks shall promptly notify the Town in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**SiFi Breach Notice**"). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of SiFi Networks hereunder unless and only to the extent that the Town is materially prejudiced by such failure.

7.2.1 **Town's Right to Cure or Respond.** The Town shall have thirty (30) days from its receipt of a SiFi Breach Notice (the "**Town Cure Period**") to:

(i) respond to SiFi Networks, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of the Town's response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity regarding the alleged noncompliance or default; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Town Cure Period, so long as the Town initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies SiFi Networks of the steps being taken and the projected date that they will be completed, the Town Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from the Town's receipt of a SiFi Breach Notice (the "**Extended Town Cure Period**"); provided further, however, no Extended Town Cure Period shall apply to a Permit Issuance Breach.

7.2.2 **SiFi Networks Rights and Remedies.** If the Town fails to cure any actual noncompliance or default as provided in Section 6.5.1 above within the applicable Town Cure Period, SiFi Networks may:

(i) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;

(ii) seek money damages from the Town; or

(iii) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

(iv) Notwithstanding anything to the contrary in this Agreement, in no event shall SiFi Networks be permitted to terminate this Agreement if SiFi Networks is in material breach of or default under this Agreement.

7.3 **Additional Rights to Terminate.**

7.3.1 At any time prior to commencing Construction or in the event the Town fails to approve the permits required to construct the System or SiFi Networks is otherwise legally prohibited from constructing the System, SiFi

Networks shall have the immediate right, at its option, upon notice to the Town, to terminate this Agreement.

7.3.2 A Party shall have the right, at its option, upon notice to the other Party, to terminate this Agreement if the other Party becomes (i) insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within thirty (30) days, and neither party shall have any liability or obligation under this Agreement.

7.4 **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOST PROFITS OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COUNCIL MEMBERS, OFFICIALS, MANAGERS, MEMBERS, EQUITY AND DEBT HOLDERS, PARTNERS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES AND THEIR SUCCESSORS AND ASSIGNS, FROM CLAIMS FOR ANY SUCH DAMAGES. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 6.8 will survive expiration or termination of this Agreement.

8. **Disputes.**

8.1 **Disputes; Waiver of Jury Trial.**

8.1.1 All claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be decided in a court of law. Venue of all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be in the federal District Court for the District of Connecticut, or if there is no federal court jurisdiction, the state courts of the State of Connecticut, Hartford Judicial Court.

8.1.2 EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Miscellaneous Provisions**

9.1 **Assignment.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns as provided herein. The Town shall not be permitted to assign, sell or transfer this

Agreement, or its rights and duties under this Agreement, without the prior written consent of SiFi Networks. SiFi Networks shall not assign, novate, sell, encumber, or transfer this Agreement or the System or any part thereof and or its rights and duties under this Agreement, without the consent of the Town which shall not be unreasonably withheld, conditioned or delayed. Upon any such assignment, sale, transfer, or novation, SiFi Networks shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment. SiFi Networks shall give the Town thirty (30) days' advance written notice of the proposed assignment, sale, transfer or novation disclosing the identity of the Person to whom it seeks to assign, transfer, sell or novate the Agreement or System to, including information that the assignee or transferee has the financial and technical ability necessary to perform SiFi Network's obligations under this Agreement or other information that the Town may reasonably request. The Town agrees to respond to SiFi Network's request for assignment, sale, transfer or novation within forty-five (45) days after it has received the request for assignment and the information it has requested regarding the assignee or transferee. The Town agrees from time to time to promptly deliver (and in no event later than twenty (20) days after request by SiFi Networks) to SiFi Networks an estoppel certificate addressed to the assignee, buyer or transferee designated by SiFi Networks, affirming for the benefit of such buyer, assignee or transferee the following (to the extent that the following are then true): the Agreement is in full force and effect; SiFi Networks is not in default thereunder; and such other matters as such assignee, buyer or transferee may reasonably request. SiFi Networks shall pay all of the Town's costs, including attorney's fees and expenses, in connection with such assignment or transfer.

9.2 **Force Majeure.** Neither Party shall be held in default under, or in breach or noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by a Force Majeure Event.

9.3 **Notice.** All notices and communications hereunder shall be in writing and shall be served upon the other party by hand delivery, nationally recognized overnight delivery service, United States certified mail, return receipt requested, electronic mail, or by facsimile with confirmed transmission and addressed as follows:

If to the Town:

Town of East Hartford
740 Main Street
East Hartford, CT 06108
Attn: Director of Public Works
Email: tbockus@easthartfordct.gov

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

David M. Panico, Esq.

Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
Email: dpanico@rc.com

If to SiFi Networks:

SiFi Networks East Hartford, LLC

[]

[]

Attn: []

Email: []

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

Hinckley Allen
28 State Street
Boston, MA 02109
Attn: Rhian M J Cull
Email: rcull@haslaw.com

or to such other address as such Party may hereafter specify for the purpose by notice to the other Party in the manner provided in this Section 8.3. All such notices, requests and other communications will be deemed received on the date of receipt if received prior to 5:00 p.m. on any business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice.

9.4 **Entire Agreement.** This Agreement, including all Exhibits and Schedules, embodies the entire understanding and agreement of the Town and SiFi Networks with respect to the subject matter hereof. This Agreement supersedes all other agreements whether written, verbal, or otherwise between SiFi Networks and the Town with respect to the subject of this Agreement.

9.5 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement (which other terms and provisions shall remain in full force and effect) or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.6 **Governing Law.** This Agreement shall be deemed to be executed in the State of Connecticut and shall be governed in all respects, including validity, interpretation

and effect, and construed in accordance with, the laws of the State of Connecticut as applicable to contracts entered into and performed entirely within the State, irrespective of conflict of laws principles.

9.7 **Modification.** This Agreement shall not be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and SiFi Networks. For the avoidance of doubt, this Agreement cannot be amended or modified orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to amend or modify this Agreement in whole or in part.

9.8 **No Third Party Beneficiaries.** Nothing in this Agreement or in any prior agreement is or was intended to confer third party beneficiary status on any party or Person not a party to this Agreement including a member of the public.

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

9.10 **No Rights to the System.** The Town expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the System, throughout the term of this Agreement. Except as provided in Sections 6.4.2 (iii) and 6.4.2 (iv) hereof, SiFi Networks shall, at all times, retain title to and ownership of the System and all future extensions of the System, and shall have the right to lease the System or parts thereof to a provider of internet, data, voice, video and other services.

9.11 **Representations and Warranties.**

9.11.1 The Town represents and warrants to SiFi Networks that: (a) it has full authority (including the authority required by any applicable law, ordinance, rule or regulation) to enter into and perform its obligations under this Agreement and the Public Way License, and that the execution, delivery and performance of its obligations under this Agreement and under the Public Way License are within the right, power and authority of the Town and have been duly authorized by all necessary action on the part of Town, and (b) this Agreement and the Public Way License have been duly executed and delivered by the Town and constitute the legal, valid and binding agreements of the Town, enforceable against the Town in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity). No representation or warranty is made by the Town regarding any law, ordinance, rule, or regulation applicable to the Town with respect to the construction or installation of the System, compliance with such laws, ordinances, rules and regulations being solely the responsibility of SiFi Networks.

9.11.2 SiFi Networks represents and warrants to the Town that: (a) it has full limited liability company authority to enter into and perform this Agreement and the Public Way License and the execution, delivery and performance of this

Agreement and the Public Way License and the consummation of the transactions contemplated hereby and thereby are within the limited liability company power and authority of SiFi Networks and have been duly authorized by all necessary limited liability company action on the part of SiFi Networks, (b) this Agreement and the Public Way License have been duly executed and delivered by SiFi Networks and it constitutes a legal, valid and binding agreement of SiFi Networks enforceable against SiFi Networks in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity) and (c) the execution and delivery of this Agreement and the Public Way License by SiFi Networks and its performance hereunder and thereunder will not violate any law, rule, or regulation applicable to SiFi Networks.

9.11.3 [SIFI NETWORKS MAKES NO REPRESENTATIONS OR WARRANTIES TO THE TOWN OR ANY PERSON WITH RESPECT TO THE SYSTEM (OR THE COMPONENTS THEREOF) AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT SIFI NETWORKS MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.]

9.12 **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either SiFi Networks or the Town.

9.13 **No Partnership.** Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Town and SiFi Networks or any other relationship other than a contractual relationship as expressly set forth in this Agreement. Neither Party shall in any manner act or indicate to any third party that is acting as the agent of the other Party. SiFi Networks shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder.

9.14 **Headings; Construction.** The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof. Each of the Parties acknowledge that each Party to this Agreement has been represented by counsel in connection with this Agreement. Legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement and is expressly waived. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or

disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, and clauses are to Articles, Sections and clauses of this Agreement unless otherwise specified. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

9.15 **Counterparts.** This Agreement may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.16 **Further Assurances.** Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

9.17 **No Waiver.** No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

[Signature page follows]

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

TOWN OF EAST HARTFORD, CONNECTICUT,
a political subdivision of the State of Connecticut

Dated: _____, 2017

By: _____
Name: [_____]
Title: [_____]

Approved as to form:

By: _____
Name: [_____]
Title: Town Attorney

SIFI NETWORKS EAST HARTFORD, LLC,
a Delaware limited liability company

Dated: _____, 2017

By: _____
Name: [_____]
Title:

August 25, 2017

CT Center for Digital Investigations Inter-Local Agreement

WHEREAS, the below signed municipalities wish to establish a cooperative arrangement to combat cyber-crime and increase investigative capabilities through the use of digital forensics, which arrangement will be known as the CT Center for Digital Investigations (the "Center"); and

WHEREAS, the Center will have seven primary purposes:

1. To expand the operational capabilities of law enforcement to use forensic examination techniques on all types of electronic devices used in the commission of crimes and to more effectively apply resulting evidence in on-going investigations.
2. To develop advanced skills and broaden the experience of the region's digital forensic examiners, and investigators, through the sharing of personnel, knowledge and skillsets.
3. To pool equipment, software and other resources so as to reduce the costs of providing digital forensic and investigative services to the region.
4. To train and educate law enforcement personnel in the proper seizure of digital evidence and digital investigative techniques, while sharing information and developing and establishing investigative protocols that will increase case clearance rates and provide for more effective case prosecutions.
5. To monitor social media and provide a central resource of open source intelligence gathering, which will identify evidence of criminal behavior or threats to public safety in the region.
6. To present educational programs to the general public and the local business community as a proactive effort to reduce vulnerability and victimization by cyber-based crime.
7. To conduct investigations into cybercrime, including but not limited to those involving possession and distribution of child pornography on computer networks, the online exploitation or trafficking of children for sexual purposes, financial fraud occurring over the Internet, criminal activity on the dark web, or the loss of money, intellectual property, and/or personal identifying information through unauthorized access to electronic data.

WHEREAS, Connecticut General Statute 7-148cc authorizes two or more municipalities to jointly perform any function that each municipality may perform separately under any provisions of the general statutes of any special act, charter, or home rule ordinance by entering into an inter-local agreement pursuant to sections 7-339a to 7-339l, inclusive; and

WHEREAS, Connecticut General Statute 7-339c requires that any such inter-local agreement establish a process for amendment, termination and withdrawal, and that such agreement be submitted to the legislative body of each participating public agency for ratification or rejection; and that such ratification

or rejection may be made only after the applicable legislative body provides an opportunity for citizens to comment on such agreement; and

WHEREAS, the undersigned municipalities recognized the benefits of cooperation in the performance of law enforcement and police services; and

WHEREAS, the undersigned municipalities find that entering in to such an agreement is necessary and beneficial for the delivery of more effective and efficient police services to the citizens of the respective municipalities and have followed the approved process outlined above; and

WHEREAS, the undersigned municipalities wish to cooperate in the joint performance of select law enforcement, and police services by granting full powers of arrest to full-time sworn police officers of participating municipalities while engaged in these regional initiatives; and

WHEREAS, the participating agencies understand the benefits of expanding the operational capabilities of law enforcement by the use of forensic examination techniques of all types of electronic devices used in the commission of crimes; by sharing personnel and resources as a method of controlling costs; and

WHEREAS, the participating agencies understand the benefits associated with granting joint investigatory authority to all agencies participating in the Center regardless of the municipality the investigation is taking place in; and

WHEREAS, the participating municipalities understand the benefits associated with training and educating enforcement personnel in the proper examination and investigative techniques, while sharing information, developing and establishing investigative protocols that will increase case clearance rates and effective case prosecutions.

WHEREAS, the presentation of educational programs to the general public and the local business community as a proactive effort may help to reduce the vulnerability and victimization by cyber-based crime

WHEREAS, the University of Connecticut Police Department is a duly authorized special police force established pursuant to Connecticut General Statutes 10a-156b and Connecticut General Statutes 7-277a(b) authorizes the chief executive officer of any institution which maintains a special police force established under the provisions of Connecticut General Statute 10a-156b to enter into this inter-local agreement; and

WHEREAS, the University of Connecticut Police Department hereby declares its intent to participate in the Center with the participating municipalities set forth below and for purposes of this Agreement shall be deemed a participating municipality;

NOW, THEREFORE, it is agreed by and between the municipalities signing this Agreement by their respective chief executive officers, duly authorized, as follows:

1. **Grant of Powers to Sworn officers:** The undersigned municipalities hereby grant to all full-time sworn police officers, as defined in subdivision (9) of section 53a-3 and 10a-156b of the Connecticut General Statutes, from other municipalities and the University of Connecticut Police Department participating in this Agreement the power to act or arrest, with previous complaint or warrant, any person for any offense related to investigations carried out under this Agreement when such offense is committed in their presence or upon speedy information of others. The Police Chiefs of the participating agencies in this Agreement shall constitute an Administrative Board, which will oversee the administration and performance of the Center. This board is authorized to administer the processes and procedures of this agreement and may modify these procedures as necessary to ensure efficient and effective operations.
2. **Administrative Board:** The Administrative Board shall consist of one appointed member from each of the participating agencies which provide forensic examiners or comparable working staff to the Center. Normally such member will be the Chief of Police. The Administrative Board will oversee the administration and performance of the Center. A Chief of Police with a position on the Board may appoint an alternate person to serve on the Administrative Board in his/her place. Such Chief of Police may also select an alternate person to attend Administrative Board meetings and vote in his/her absence. Administrative Board members shall not be staff assigned to the Center and shall serve at the pleasure of their respective Chief of Police.
3. **Executive Board:** At its organizational meeting, and in September of each year thereafter, the Administrative Board shall elect from its members an Executive Board comprised of a chair, vice-chair, a secretary/treasurer, and such other officers as it deems necessary to conduct its meeting and affairs. Officers shall serve one year terms, or until their successors have been elected. Any officer who is no longer a member of the Administrative Board shall be deemed to have vacated his/her office. In the event of a vacancy on the Executive Board, an election will be held to fill the vacant position. The Executive Board shall meet on the call of the Chair, and meetings may be held in person, via telephone, or through other real time electronic communications.
4. **Regular and Special Meetings:** The Administrative Board shall have an annual regular meeting in September of each year and shall be dedicated to developing a proposed annual budget. The Board shall schedule such meetings as necessary to ensure adoption of a final operating budget for the upcoming fiscal year no later than June 15th. Other meetings ("Special Meetings") shall be called by the Chair of the Executive Board upon no less than seventy-two (72) hours prior notice. Special meetings may be held in person, via telephone, or through other real time electronic communications. The presence of two-thirds (2/3) of the Administrative Board members at a regular or special meeting shall constitute a quorum. Each Administrative Board member shall have one vote. Proxy voting is not permitted. Unless a higher plurality is required under another provision of this Agreement, all Administrative Board action shall require a majority vote.

5. **Interpretation of the Agreement:** The Administrative Board shall have the power to interpret this Agreement consistent with the purposes stated herein and, by majority vote, will be the arbiter of any disagreements among participating municipalities relative to any aspect of this Agreement. Notwithstanding the foregoing, should the Administrative Board shall be unable or unwilling to interpret this Agreement by majority vote, the dispute shall be submitted to mediation and arbitration to the American Arbitration Association (AAA) according to its commercial dispute rules and procedures. The costs of such arbitration shall be borne equally by the Center and the moving party.
6. **Center Supervisor:** The Administrative Board shall designate by a two-thirds vote a supervisor who will act as the overall supervisor of the Center and the assigned personnel from the participating agencies. It is preferred that this individual will have advanced training in cybercrime investigations and computer technology. This individual will serve in that position until he/she leaves his/her participation with the Center or is removed by a two-thirds vote of the Administrative Board members.
7. **Budget:** The Administrative Board shall establish a proposed budget and a long term funding plan for the Center. The Administrative Board shall establish the annual assessment or fee for: (i) each participating municipality providing full or part time staff to the Center; (ii) for each participating municipality not providing minimum required forensic and/or investigative staff. A fee structure may be established for non-member municipalities or agencies that wish to use the examination or open source monitoring services of the Center. Alternate funding sources may also include grants or donations from public and private entities and court ordered donations or restitution. The assessment and fee schedule adopted should be designed to support the continuing operations of the Center. The assessment and fee structure can be modified as necessary at any time by vote of the Administrative Board members.
8. **Appointment of a depository municipality; functions of depository municipality.**
 - A. The Administrative Board shall select a depository municipality from one of the participating municipalities, which shall receive and hold all monies received from the participating municipalities, grants or other sources. Said monies will be held in a designated account to be used only for the Center.
 - B. All purchases will be done pursuant to the purchasing guidelines of the depository municipality, unless this requirement is waived by vote of the Administrative Board.
 - C. The depository municipality shall provide an accounting of all funds contained in the designated account: (i) annually; (ii) at such time as the depository municipality resigns its position or is otherwise replaced with another depository municipality; and (iii) upon request of the Administrative Board.
 - D. The depository municipality may be changed by vote of the Administrative Board.
 - E. A participating municipality shall have the right to decline an appointment as the depository municipality, or resign its position, as depository municipality after providing at least sixty (60) days' notice of such intent.

- 9. Budget Expenditures:** Expenditures from the designated account consistent with the adopted annual budget plan can be made by the supervisor of the Center. Unbudgeted operating expenses of \$5,000 or less may be made by the supervisor of the Center with the approval of the chair of the Executive Board. Other expenditures of over \$5,000.00 dollars shall require a majority vote of two-thirds of the Executive Board either in writing or via e-mail.
- 10. Center Policies:** The Administrative Board will review and approve any policies, procedures or manual for use by members of the Center and any such documents must be ratified by a two thirds vote.
- 11. Center Staffing:** The Administrative Board members must agree by a two-thirds vote on the staffing levels that are required by each participating agency. This will include whether the participating agency will supply full-time or part-time personnel.
- 12. Access to Center Services:** The Administrative Board can establish a policy on when and how non-participating agencies may access the services of the Center.
- 13. Participating Municipality Responsibilities:** Each participating municipality shall be responsible for its respective police department expenses incurred as a result of participation in this Agreement, whether monetary or in the form of goods or services. Such costs may include, but are not limited to:
- A. The actual payroll, including overtime, of the agency's personnel participating in this Agreement.
 - B. The replacement and/or repair cost for equipment lost, destroyed, damaged or made unavailable as a result of acting under the terms of this Agreement.
 - C. Fuel and maintenance costs for vehicles and equipment
 - D. Training costs arising from participation in this Agreement, other than those approved by the board as approved expenditures from funds deposited into the special account and held by the depository municipality.
 - E. Worker's compensation claims pursuant to Connecticut General Statutes 31-275 through 31-355a
 - F. Awards for death, disability, injury to employees acting under this Agreement or related activities to the extent that such award exceeds Worker's Compensation coverage
 - G. Survivor's benefits pursuant to Connecticut General Statute 7-433c
 - H. Heart and hypertension claims pursuant to Connecticut General Statute §7-433c.
 - I. Costs arising from agreements, contracts or obligations the municipality entered into prior to entering into this Agreement.
- 14. Insurance and indemnity:** To the fullest extent permitted by law each participating municipality will be responsible for and insure itself against all claims, loss, damage, injury, and liability of every kind, nature, and description including, but not limited to, claims by third parties to the extent that such liability arises out of a participating municipality's use of the Center. The participating municipalities (for the purpose of this paragraph, "Indemnifying Municipality")

agree that, to the extent allowed by law, they will indemnify and hold the other participating municipalities and their respective legislative bodies and employees harmless from any loss, damage, injury, and liability of any kind, nature, or description including, but not limited to, claims by third parties, to the extent that they arise out of the Indemnifying Municipality's use of the Center and performance of this Agreement. Each participating municipality shall give prompt, written notice to the Administrative Board of any claim made or any suit instituted, coming to its knowledge, which in any way, directly or indirectly, relates to this Agreement.

- 15. Term of Agreement:** This Agreement shall remain in effect for five (5) years, with the first year beginning on the effective date of _____, 2017 and the last year expiring on _____, 2022, in accordance with law or local ordinance. The Agreement shall automatically renew for successive terms of five (5) additional years unless all but one Participating Municipality provides a written notice to the other of its election not to renew the Agreement for another five (5) years. Such notice must be provided at least ninety (90) days prior to the scheduled expiration of the original or any renewal term of the Agreement. In no event shall the Agreement extend beyond twenty (20) years from the effective date. Notwithstanding anything herein to the contrary, the participating municipalities may agree to terminate this Agreement at any time by a two-thirds vote.

- 16. Addition or removal of participating municipalities:** The participating municipalities, through the Executive Board, may entertain offers for additional municipalities to participate in the Center and may present its recommendation to the Administrative Board including contract terms, proposed buy-in and operating assessments and fees and related issues such as required staffing, equipment, licenses, and staff development. The Administrative Board may add additional participating municipalities to the Center by a two-thirds vote of the members of the Administrative Board. If approved, the proposed municipality may become a participating municipality and shall execute an addendum agreeing to be bound by any relevant terms of this Agreement and any other terms and conditions set forth by the Administrative Board.

If any of the participating municipalities fail to meet their obligations under the terms of this Agreement and any addendum hereto, any participating municipality in good standing may, through their respective member on the Administrative Board, make written recommendation to the Administrative Board that the defaulting municipality be involuntarily withdrawn from participation pursuant to Section 19 of this Agreement.

- 17. Withdrawal of a participating municipality:** Any participating municipality may withdraw from this Agreement by giving sixty (60) days written notice to all the other participating municipalities, provided however, the notice of withdrawal does not release the withdrawing municipality from its obligation to pay all assessments and fees accrued through the withdrawal date. Withdrawal of one or more participants shall not void the Agreement so long as two or more participants remain active in the Agreement. The withdrawing municipality may request the return of any or all equipment purchased by that municipality which was integrated into the Center. Such equipment will be returned to the municipality, at such municipality's expense, within sixty (60) days of the effective date of the withdrawal.

- 18. Termination of Organization:** The operation of the Center may be terminated by a two-thirds vote of the Administrative Board. Such a vote in the affirmative will result in the absolute dissolution of the Center. If a participating organization desires to continue providing the services of the Center, such organization will have to do so on their own or through the enactment of another agreement. Ninety (90) days after such vote, the activities of the Center will cease. All outstanding accounts payable and receivable attributable to Center activities will be settled. Any evidence under examination at the time the Center ceases operation will be returned to the investigating agency; any reports due to client agencies will be finalized and delivered. In the event of such termination, all equipment purchased individually by a municipality or organization will go back to the organization that purchased said equipment. Any equipment that was purchased with funds, grant money, or donations that were deposited into the special account held by the agreed upon depository agency will be distributed to the participating agencies in proportion to their respective financial and staff contributions since the Center's inception. Any monies remaining in the special account will be distributed in the same way. This division of equipment and money must be agreed upon by two-thirds vote of the Administrative Board.
- 19. Default/Involuntary withdrawal:** Any participating municipality that fails to meet its obligations as set forth in this Agreement or in any rule adopted by the Administrative Board shall be deemed to be in default upon the mailing by the Administrative Board of a written notice of default to the participating municipality's Chief Executive Officer. Issuance of the written notice of default must be approved by a two-thirds vote of the participating municipalities that are not the subject of the notice of default. If such default is not cured within thirty (30) days of the mailing of the notice, or such other time period as may be approved by the Administrative Board, the participating municipality may be involuntarily withdrawn upon a two-thirds vote of the participating municipalities that are not the subject of the notice of default. Written notice of the date upon which any involuntary withdrawal will take effect shall be set by the Administrative Board but shall not be less than 30 days from the date of mailing of the notice of involuntary withdrawal. All property and equipment of the involuntarily withdrawn municipality not removed from the Center by the withdrawal date shall be deemed abandoned and may be used or disposed of as the Administrative Board deems appropriate. An involuntary withdrawal does not release the withdrawn municipality from its obligation to pay all assessments and fees accrued through the withdrawal date nor does it modify or terminate this Agreement with respect to the remaining participating municipalities.

Notwithstanding anything herein to the contrary, the involuntarily withdrawn municipality may contest the notice of default within fifteen (15) days of receipt and submit such matter to mediation and arbitration to the American Arbitration Association (AAA) according to its commercial disputes rules and procedures. Submission of such matter to the AAA must be made within fifteen (15) days of the receipt of the notice of default and will stay the involuntary withdrawal until a final decision is rendered in the arbitration.

1. **Distribution of assets upon termination of Agreement:** At the end of the term of this Agreement, as set forth in paragraph 14 above, all equipment purchased individually by a participating municipality will be returned to such municipality within sixty (60) days of the termination of this Agreement. Any monies remaining in the designated account, and equipment that was purchased with Center funds, grant money, or donations, will be distributed to the participating municipalities in proportion to their respective financial and staff contributions since the Center's inception, pursuant to a two-thirds vote of the Administrative Board.
2. **Miscellaneous Provisions:**
 - A. **GOVERNING LAW:** This Agreement shall be governed by the law of the State of Connecticut. This Agreement is the product of informed negotiations between the parties hereto and each of the parties has had an opportunity to contribute to the drafting of this Agreement and to consult with legal counsel. Therefore, the language of this Agreement shall not be presumptively construed either in favor of or against any party.
 - B. **AMENDMENTS:** Unless expressly within the powers granted to the Administrative Board, no provision of this Agreement may be modified, altered, or rescinded except by a writing duly executed by each participating municipality in accordance with state and local law.
 - C. **DUE EXECUTION:** Each participating municipality certifies that it has complied with all state and local laws as required to ratify this Agreement. The participating municipalities may separately execute counterpart originals of this Agreement (and any amendments thereto) which together shall be deemed to constitute one and the same Agreement. .

WHEREFORE, each participating municipality has duly approved and caused to be executed this Agreement on the dates set forth below to be effective on _____, 2017.

The original document is maintained on file at the Glastonbury Police Department

Inter-Local CDI Agreement

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates affixed by their signature.

EAST HARTFORD:

Signature of Local Government Official	Date
Printed Name of Local Government Official	Title