

Board of Park Commissioners
Wednesday, July 15, 2020 at 6:00 pm
First Floor Meeting Room, City Hall, 111 N. Main Street, Bristol, CT 06010/WEBEX
Meeting Agenda

1. Call to order
2. Attendance
3. Acceptance of meeting minutes
 - a. June 17, 2020 regular meeting minutes draft
Documents:
Attachment A
4. Public participation
5. Employee/Volunteer Recognition
 - a. Craig Vibert and Marc Davis selected as Park Maintainers
6. Superintendent's Report
 - a. Superintendent's Report to the Board of Park Commissioners as of July 10, 2020
Documents:
Attachment B
 - b. June 2020 department financials
Documents:
Attachment C
 - c. July YTD 2020 department financials
Documents:
Attachment D
7. Old business
 - a. Annual review and discussion of the Department Policies and Operations Manual
 - b. Update on Page Pool opening and fundraising event
 - c. By Commissioners
8. New business:
 - a. Request to plant a Memorial Tree and place a Memorial Bench for former Parks Supervisor, John "JT" Timm.
Documents:
Attachment E
 - b. Proposal from the Farmington River Watershed Association to establish a second Community Rain Garden at Rockwell Park Pavilion.
Documents:
Attachment F
 - c. Vote on the Recreation Division lease with the Montessori School for August 2020 – August 2021
Documents:

Board of Park Commissioners
Wednesday, July 15, 2020 at 6:00 pm
First Floor Meeting Room, City Hall, 111 N. Main Street, Bristol, CT 06010/WEBEX
Meeting Agenda

Attachment G

- d. By Commissioners

- 9. Committee reports
 - a. Events Committee
 - b. Building & Maintenance Committee
 - c. Budget & Finance Committee
 - d. City Council Liaison updates

- 10. Other business
 - a. By Commissioners

- 11. Adjourn

Respectfully submitted,
Robin L. Klug, Board Secretary

Board of Park Commissioners Meeting

Hosted by Parks and Recreation

Wednesday, Jul 15, 2020 6:00 pm | 1 hour | (UTC-04:00) Eastern Time (US & Canada)

Meeting number: 132 362 4254

Password: 4J5gHVE5mY9

<https://bristolct.my.webex.com/bristolct.my/j.php?MTID=mb0261dc7acd2714366887d8bd4adb1da>

Join by video system

Dial 1323624254@bristolct.my.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-408-418-9388 United States Toll

+1-617-315-0704 United States Toll (Boston)

Access code: 132 362 4254

Board of Park Commissioners
Wednesday, June 17, 2020 at 6:00 pm
First Floor Meeting Room, City Hall, 111 North Main Street, Bristol, CT/WEBEX
Meeting Minutes

Present: Mayor Ellen Zoppo-Sassu, Chairwoman
Sandra Bogdanski, Commissioner
Cynthia Donovan, Commissioner
Robert Fiorito, Vice Chair
Malcolm Huckaby, Commissioner
Robert Kalat, Commissioner
Robin Klug, Recording Secretary
Sarah Larson, Deputy Superintendent
Paula O'Keefe, Commissioner
Dr. Joshua Medeiros, Superintendent
Scott Rosado, Council Liaison

Absent:

1) Call to Order

- a. Chairwomen Zoppo-Sassu called the meeting at 6:01 p.m.

2) Acceptance of meeting minutes

- a. **MOTION:** Made by Commissioner Fiorito to accept the May 20, 2020 meeting minutes with corrections.
Seconded by: Commissioner O'Keefe, all in favor; motion carried.

3) Public Participation

- a. Noah Morrison presented his Eagle Scout Project for approval.
MOTION: Made by Commissioner Fiorito to approve the building and placement of four signs to label locations and amenities in Rockwell Park by Noah Morrison.
Seconded by: Commissioner Donovan, all in favor; motion carried.

4) Employee Recognition

- a. David Anderson was thanked and commended for his excellent work on the Page Pool renovation project.
- b. Alyson Phalen was applauded for her consistent positive messaging and Instagram content on behalf of the Department through COVID-19.
- c. Aubrey Minkler was introduced to and welcomed by the Commission as the new Community Services Coordinator.
- d. David McConnell and all the Ground/Facilities staff were thanked for their hard work in getting the Parks ready for the varying stages of re-opening due to COVID-19.

5) Superintendent's Report

Board of Park Commissioners
Wednesday, June 17, 2020 at 6:00 pm
First Floor Meeting Room, City Hall, 111 North Main Street, Bristol, CT/WEBEX
Meeting Minutes

- a. At the request of Superintendent Medeiros, the Commission participated in moment of silence lead by Mayor Zoppo-Sassu to honor "J.T", John Timm for his many years of service to the City of Bristol's Parks and his recent passing.
- b. Superintendent Medeiros gave report on the status of the Department and all Capital Improvement Projects.
- c. June Financials 2020
MOTION: Made by Commissioner Fiorito to accept the June department financials and place on file.
Seconded by: Commissioner Donovan, all in favor; motion carried.

6) Old Business

- a. The Youth Services Division to date has provided camp/essential care scholarships totaling \$5,270.00 to 29 youth, from 17 different families. They will keep providing scholarship till the \$21,000 currently available is exhausted.
- b. There has been a high amount of interest in the use of Muzzy Field following the new phases of State re-opening. The timing of renovations will considered for a start date in late winter 2020 or early spring 2021.
- c. By Commissioners:
 - i. The Department was congratulated on a job well done for Senior Night.
 - ii. There is no change regarding the acquisition of the Fredrick's Street property, discussion followed.
 - iii. The land parcel owned by Shafricks remains on the Conservation Committee's acquisition wish list.

7) New Business

- a. Following discussion the Commission agreed to do the annual review of the Department Policy/Procedure manual as a whole, with the aim of adopting a final version in August.
- b. The initial reaction to themes and findings of the Master Plan were well received and discussion followed.

8) Committee Reports:

- a. Events Committee: No report.
- b. Building & Maintenance Committee: No report.
- c. Budget & Finance Committee: No report.
- d. City Council Liaison thanked the Parks, Recreation, Youth and Community Services Department for the exemplary maintenance of Parks areas that have been recently utilized for protesting and the exemplary Community outreach work carried out by the Department.

9) Other Business

Board of Park Commissioners
Wednesday, June 17, 2020 at 6:00 pm
First Floor Meeting Room, City Hall, 111 North Main Street, Bristol, CT/WEBEX
Meeting Minutes

- a. A Diversity, Equity and Inclusion Committee has been formed in the Parks, Recreation, Youth and Community Services Department. A subcommittee of the Board of Park Commissioners will be formed join the Diversity, Equity and Inclusion Committee, all Commissioners are encouraged to join.

10) Adjourn

- a. **MOTION:** Made by Commissioner Fiorito to adjourn at 6:58 p.m.
Seconded by: Commissioner Donovan, all in favor; motion passed.

Respectfully submitted,
Robin Klug, Recording Secretary
Board of Parks Commissioners

DRAFT



PARKS, RECREATION, YOUTH AND COMMUNITY SERVICES

Superintendent Report
Board of Park Commissioners
(July 15, 2020)

I. Project Updates (as of 7/10/2020)

Project	Progress/Status	Anticipated Completion
Page Park Pool Renovation	Progress continues including sandblasting the pool shell, out front site work including the parking lot, sidewalks and stairs, forming and pouring the concrete decking, installation of partitions, lockers and aesthetics inside the building and prepping and sealing the upper deck.	August 2020
Parks & Recreation Master Plan	The statistically valid survey has been completed and will be distributed via mail and online in the coming weeks. Additionally, work has begun on the Recreation Program Assessment phase of the master plan.	Plan completed in Fall 2020.
Dennis Malone Aquatics Center Enhancements	Renovations to the Dennis Malone Aquatics including locker room upgrades, UV system, and fire alarm panels have been completed. The project will be removed from the updates next month.	Completed
Pine Lake Enhancements	Public Works Engineering Department is finalizing design work for the bus turnaround/parking as well as a site plan for the prefabricated bathrooms.	Summer/Fall 2020
Muzzy Field Renovations	To Design has been retained to complete construction/design documents for Muzzy Field renovations and the light replacements. A pre-bid meeting was held on Monday July 13 th at Muzzy Field to discuss project scope.	TBD
Page Pavilion Interior Renovations	EDM architecture and engineering firm has been retained to develop design documents. The design work has been started and will be presented to Parks Board once they are complete.	Winter 2020

Note: Superior Remediation project has been removed from the list as it is not considered a Parks Department project. Updates will be provided by the Superintendent as needed.

II. Parks, Grounds and Facilities Division Highlights

- The Parks Crew has been hard at work restoring the parks to 100% open in light of the phased re-opening of the state. As of July the parks are completely re-opened for public use. Covid-19 warning signs have been installed across the parks and recreational amenities.
- In light of the Senior Center being closed, temporary pickleball courts have been established at Seymour Park. Staff have sealed cracks, painted pickleball lines and purchased temporary nets and a storage box. We anticipate a full renovation and establishment of pickleball courts will be an outcome of the master plan.
- Two new full time park maintainers have joined the team bringing our Parks Division to full staff. New staff are shadowing experienced employees at Muzzy Field to learn opening and closing procedures.

Vandalism Updates

Damage	Location/Date	Repair Progress/Update
Graffiti	Rockwell Park Boardwalk	In Progress
Graffiti	Page Playground slides	Removed
Graffiti	Rockwell trail retaining wall	Removed

III. Recreation Division Highlights

- In light of gathering size restrictions from the state we have substituted our regular Summer Concert Series for a new Movies on Main Drive In experience in the lot across from city hall. The series is scheduled to run throughout July and has been an early hit! We are evaluating state guidelines for August to determine in scheduling more movies or shifting to summer concerts will be possible.
- Summer Care has had a successful 2 weeks with youth enjoying being back in a summer camp setting with their peers. Numbers continue to climb as word spreads and families comfort levels return. We are servicing over 100 Bristol youth each week across our camp sites.
- Recruitment is nearing completion to fill the Recreation Supervisor vacancy. We anticipate having a professional in place to begin overseeing the Recreation Division in early August.

Recreation & Event Measures	June 2019	June 2020
# of youth engaged in recreation programs	176	168
# of adults engaged in recreation programs	255	40
Total # of recreation programs running	28	4

IV. Aquatics Division Highlights

- Rockwell Pool and the Dennis Malone Aquatics Center have re-opened to the public with modifications and guidance from the state and the local Bristol-Burlington Health District. Select programs are running including Splash Team with a cap of 50 swimmers, as well as stroke clinics and water exercise.

Aquatics Measures	June 2019	June 2020
# of visits to the Dennis Malone Aquatics Center	1473	72
# of Pool Memberships sold	74	41
# of youth learning to swim	136	79

Note: Pools opened on 6/27 so the numbers only reflect 4 days of operation

07/13/2020 11:45
Robi nKI ug

CITY OF BRISTOL
YEAR-TO-DATE BUDGET REPORT

FOR 2020 12

JOURNAL DETAIL 2020 1 TO 2020 12

ACCOUNTS FOR: 0017021 PARKS ADMINISTRATION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
480003 PARK TRUST FUNDS	-400,000	-400,000	-517,068.88	-101,532.81	.00	117,068.88	129.3%
480004 PARK TRUST GOODSSELL INCOME	-23,330	-23,330	-24,970.00	.00	.00	1,640.00	107.0%
514000 REGULAR WAGES & SALARIES	167,960	265,889	249,277.51	25,627.39	.00	16,611.49	93.8%
515100 OVERTIME WAGES & SALARIES	3,000	4,000	3,411.14	217.00	.00	588.86	85.3%
515200 PARTTIME WAGES & SALARIES	6,300	6,300	5,391.32	.00	.00	908.68	85.6%
517000 OTHER WAGES	3,000	3,000	.00	.00	.00	3,000.00	.0%
552100 LIABILITY INSURANCE	45,000	45,000	43,701.88	.00	.00	1,298.12	97.1%
553000 TELEPHONE	5,500	5,500	3,321.68	294.76	1,826.06	352.26	93.6%
553100 POSTAGE	500	500	264.05	14.00	.00	235.95	52.8%
554000 TRAVEL REIMBURSEMENT	500	400	274.37	.00	.00	125.63	68.6%
555000 PRINTING & BINDING	100	225	225.00	.00	.00	.00	100.0%
557700 ADVERTISING	500	50	.00	.00	.00	50.00	.0%
561800 PROGRAM SUPPLIES	2,000	1,875	2,664.26	350.00	46.34	-835.60	144.6%
569000 OFFICE SUPPLIES	950	950	928.85	.00	.00	21.15	97.8%
581120 CONFERENCES & MEMBERSHIPS	3,000	3,100	3,080.86	.00	.00	19.14	99.4%
589100 MISCELLANEOUS	0	180,889	74,718.94	720.00	26,830.09	79,339.97	56.1%
TOTAL PARKS ADMINISTRATION	-185,020	94,348	-154,779.02	-74,309.66	28,702.49	220,424.53	-133.6%
TOTAL REVENUES	-423,330	-423,330	-542,038.88	-101,532.81	.00	118,708.88	
TOTAL EXPENSES	238,310	517,678	387,259.86	27,223.15	28,702.49	101,715.65	

07/13/2020 11:47
Robi nkl ug

CITY OF BRISTOL
YEAR-TO-DATE BUDGET REPORT

P 1
gl yt dbud

FOR 2020 12

JOURNAL DETAIL 2020 1 TO 2020 12

ACCOUNTS FOR: 0017022 PARKS GROUNDS & FACILITIES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
450311 MUZZY FIELD RENTALS	-20,000	-20,000	-24,746.00	.00	.00	4,746.00	123.7%
450321 RENTALS	-3,500	-3,500	-7,132.37	-450.00	.00	3,632.37	203.8%
450322 CONCESSION & MISC	-13,500	-13,500	-3,383.56	180.00	.00	-10,116.44	25.1%
450400 MISC CHARGES FOR SERVICES	-300	-300	-500.00	.00	.00	200.00	166.7%
514000 REGULAR WAGES & SALARIES	926,380	952,090	813,328.42	75,695.81	.00	138,761.58	85.4%
515100 OVERTIME WAGES & SALARIES	99,250	104,710	71,746.32	6,268.33	.00	32,963.68	68.5%
515200 PARTTIME WAGES & SALARIES	48,600	45,900	31,873.46	9,239.76	.00	14,026.54	69.4%
517000 OTHER WAGES	0	36	.00	.00	.00	36.00	.0%
518000 WORKERS' COMP SALARY	0	0	554.07	.00	.00	-554.07	100.0%
531010 GEESE MANAGEMENT	10,000	0	.00	.00	.00	.00	.0%
541000 PUBLIC UTILITIES	67,000	66,690	60,499.10	1,612.60	6,297.02	-106.12	100.2%
541100 WATER & SEWER CHARGES	40,000	47,510	43,659.68	2,347.87	3,850.23	.09	100.0%
542140 REFUSE	15,000	15,000	13,230.21	.00	1,446.79	323.00	97.8%
543000 REPAIRS & MAINTENANCE	51,400	54,400	44,062.06	1,318.23	6,847.65	3,490.29	93.6%
543100 MOTOR VEHICLE SERVICE & REPAIR	15,000	15,000	12,541.54	.00	1,640.10	818.36	94.5%
561400 MAINT SUPPLIES & MATERIALS	92,000	90,000	81,072.00	13,210.13	12,435.94	-3,507.94	103.9%
562100 HEATING OIL	13,500	13,500	12,708.85	.00	791.15	.00	100.0%
562600 MOTOR FUELS	23,000	23,000	17,335.47	.00	.00	5,664.53	75.4%
563000 MOTOR VEHICLE PARTS	25,000	25,000	18,163.11	.00	5,900.93	935.96	96.3%
563100 TIRES	3,000	3,000	659.50	.00	.50	2,340.00	22.0%
570905 SMALL EQUIPMENT	10,000	14,000	8,340.98	.00	2,510.75	3,148.27	77.5%
581120 CONFERENCES & MEMBERSHIPS	2,000	4,000	3,709.42	.00	.00	290.58	92.7%
581200 VANDALISM	5,500	4,000	865.04	.00	834.96	2,300.00	42.5%
TOTAL PARKS GROUNDS & FACILITIES	1,409,330	1,440,536	1,198,587.30	109,422.73	42,556.02	199,392.68	86.2%
TOTAL REVENUES	-37,300	-37,300	-35,761.93	-270.00	.00	-1,538.07	
TOTAL EXPENSES	1,446,630	1,477,836	1,234,349.23	109,692.73	42,556.02	200,930.75	

ATTACHMENT C

07/13/2020 11:57
Robi nkl ug

CITY OF BRISTOL
YEAR-TO-DATE BUDGET REPORT

P 1
gl yt dbud

FOR 2020 12

JOURNAL DETAIL 2020 1 TO 2020 12

ACCOUNTS FOR: 0017023 RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
450105 SUMMER RECREATION PROGRAM	-95,000	-95,000	-85,995.50	-4,722.00	.00	-9,004.50	90.5%
450107 FALL/WINTER REC CHARGES	-29,000	-29,000	-33,183.37	.00	.00	4,183.37	114.4%
514000 REGULAR WAGES & SALARIES	134,210	117,672	122,573.69	8,505.67	.00	-4,901.69	104.2%
515100 OVERTIME WAGES & SALARIES	3,000	3,000	1,775.55	.00	.00	1,224.45	59.2%
515200 PARTTIME WAGES & SALARIES	211,950	211,950	129,276.08	9,895.76	.00	82,673.92	61.0%
531000 PROFESSIONAL FEES & SERVICES	23,000	23,000	14,250.11	.00	2,310.00	6,439.89	72.0%
557700 ADVERTISING	9,000	9,450	9,450.00	.00	.00	.00	100.0%
561800 PROGRAM SUPPLIES	33,000	31,500	19,766.49	6,123.12	11,633.62	99.89	99.7%
581120 CONFERENCES & MEMBERSHIPS	1,000	2,500	1,318.60	.00	535.00	646.40	74.1%
TOTAL RECREATION	291,160	275,072	179,231.65	19,802.55	14,478.62	81,361.73	70.4%
TOTAL REVENUES	-124,000	-124,000	-119,178.87	-4,722.00	.00	-4,821.13	
TOTAL EXPENSES	415,160	399,072	298,410.52	24,524.55	14,478.62	86,182.86	

07/13/2020 11:59
Robi nKI ug

CITY OF BRISTOL
YEAR-TO-DATE BUDGET REPORT

FOR 2020 12

JOURNAL DETAIL 2020 1 TO 2020 12

ACCOUNTS FOR: 0017024 AQUATICS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
450103 POOL CHARGES	-203,500	-203,500	-159,440.25	.00	.00	-44,059.75	78.3%
514000 REGULAR WAGES & SALARIES	192,335	192,335	169,823.19	18,462.11	.00	22,511.81	88.3%
515100 OVERTIME WAGES & SALARIES	5,500	5,775	6,073.74	593.88	.00	-298.74	105.2%
515200 PARTTIME WAGES & SALARIES	324,880	324,880	280,082.58	13,116.94	.00	44,797.42	86.2%
531000 PROFESSIONAL FEES & SERVICES	8,000	8,200	8,118.75	.00	.00	81.25	99.0%
541000 PUBLIC UTILITIES	55,000	55,000	45,044.05	3,410.34	8,955.95	1,000.00	98.2%
541100 WATER & SEWER CHARGES	20,000	20,000	14,738.77	1,727.24	5,261.23	.00	100.0%
543000 REPAIRS & MAINTENANCE	35,000	35,000	30,125.40	.00	3,066.94	1,807.66	94.8%
557700 ADVERTISING	500	500	.00	.00	.00	500.00	.0%
561400 MAINT SUPPLIES & MATERIALS	25,000	25,000	17,402.66	2,333.00	3,799.95	3,797.39	84.8%
561800 PROGRAM SUPPLIES	15,000	13,300	10,348.84	.00	1,465.00	1,486.16	88.8%
562100 HEATING OIL	1,500	1,500	.00	.00	.00	1,500.00	.0%
562200 NATURAL GAS	25,000	25,000	19,446.11	.00	4,288.52	1,265.37	94.9%
581120 CONFERENCES & MEMBERSHIPS	1,000	2,500	2,248.65	.00	.00	251.35	89.9%
TOTAL AQUATICS	505,215	505,490	444,012.49	39,643.51	26,837.59	34,639.92	93.1%
TOTAL REVENUES	-203,500	-203,500	-159,440.25	.00	.00	-44,059.75	
TOTAL EXPENSES	708,715	708,990	603,452.74	39,643.51	26,837.59	78,699.67	

07/13/2020 12:00
Robi nKI ug

CITY OF BRISTOL
YEAR-TO-DATE BUDGET REPORT

FOR 2020 12

JOURNAL DETAIL 2020 1 TO 2020 12

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1321032 PINE LAKE CHALLENGE COURSE							
422004 CHALLENGE COURSE FEES	-150,390	-150,390	-18,390.00	.00	.00	-132,000.00	12.2%
460000 INTEREST INCOME	-500	-500	-293.55	.00	.00	-206.45	58.7%
515100 OVERTIME WAGES & SALARIES	985	985	473.49	.00	.00	511.51	48.1%
515300 SEASONAL WAGES	115,000	115,000	53,566.09	.00	.00	61,433.91	46.6%
531000 PROFESSIONAL FEES & SERVICES	20,000	20,000	4,792.00	.00	3,150.00	12,058.00	39.7%
543200 EQUIPMENT MAINTENANCE CONTR	6,750	6,750	1,999.01	.00	4,068.31	682.68	89.9%
553000 TELEPHONE	795	795	217.27	146.29	362.73	215.00	73.0%
553100 POSTAGE	250	250	165.75	3.00	.00	84.25	66.3%
555000 PRINTING & BINDING	500	500	898.18	.00	.00	-398.18	179.6%
561400 MAINT SUPPLIES & MATERIALS	1,000	1,000	105.50	.00	544.50	350.00	65.0%
561800 PROGRAM SUPPLIES	4,000	4,000	858.06	.00	741.94	2,400.00	40.0%
569000 OFFICE SUPPLIES	300	300	12.89	.00	285.00	2.11	99.3%
581135 SCHOOLING & EDUCATION	1,310	1,310	319.39	.00	.00	990.61	24.4%
TOTAL PINE LAKE CHALLENGE COURSE	0	0	44,724.08	149.29	9,152.48	-53,876.56	100.0%
TOTAL REVENUES	-150,890	-150,890	-18,683.55	.00	.00	-132,206.45	
TOTAL EXPENSES	150,890	150,890	63,407.63	149.29	9,152.48	78,329.89	

07/13/2020 10:00
Robi nkl ug

CITY OF BRISTOL
YEAR-TO-DATE BUDGET REPORT

FOR 2021 12

JOURNAL DETAIL 2020 1 TO 2020 12

ACCOUNTS FOR:	ORIGI NAL APPROP	REVI SED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAI LABLE BUDGET	PCT USED
0017021 PARKS ADMINISTRATION							
480003 PARK TRUST FUNDS	-400,000	-400,000	.00	.00	.00	-400,000.00	.0%
480004 PARK TRUST GOODSSELL INCOME	-23,330	-23,330	.00	.00	.00	-23,330.00	.0%
514000 REGULAR WAGES & SALARIES	329,125	329,125	.00	.00	.00	329,125.00	.0%
515100 OVERTIME WAGES & SALARIES	4,670	4,670	.00	.00	.00	4,670.00	.0%
552100 LIABILITY INSURANCE	47,755	47,755	54,403.83	.00	3,574.17	-10,223.00	121.4%
553000 TELEPHONE	4,300	4,300	.00	.00	4,000.00	300.00	93.0%
553100 POSTAGE	950	950	.00	.00	.00	950.00	.0%
554000 TRAVEL REIMBURSEMENT	900	900	.00	.00	.00	900.00	.0%
555000 PRINTING & BINDING	480	480	.00	.00	400.00	80.00	83.3%
557700 ADVERTISING	8,000	8,000	.00	.00	.00	8,000.00	.0%
561800 PROGRAM SUPPLIES	2,000	2,000	.00	.00	350.00	1,650.00	17.5%
569000 OFFICE SUPPLIES	2,000	2,000	.00	.00	1,500.00	500.00	75.0%
581120 CONFERENCES & MEMBERSHIPS	6,750	6,750	.00	.00	1,400.00	5,350.00	20.7%
TOTAL PARKS ADMINISTRATION	-16,400	-16,400	54,403.83	.00	11,224.17	-82,028.00	-400.2%
TOTAL REVENUES	-423,330	-423,330	.00	.00	.00	-423,330.00	
TOTAL EXPENSES	406,930	406,930	54,403.83	.00	11,224.17	341,302.00	

07/13/2020 10:03
Robi nki ug

CITY OF BRISTOL
YEAR-TO-DATE BUDGET REPORT

FOR 2021 12

JOURNAL DETAIL 2020 1 TO 2020 12

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0017022 PARKS GROUNDS & FACILITIES							
450311 MUZZY FIELD RENTALS	-25,000	-25,000	-1,000.00	.00	.00	-24,000.00	4.0%
450321 RENTALS	-8,000	-8,000	.00	.00	.00	-8,000.00	.0%
450322 CONCESSION & MISC	-6,500	-6,500	.00	.00	.00	-6,500.00	.0%
450400 MISC CHARGES FOR SERVICES	-400	-400	.00	.00	.00	-400.00	.0%
514000 REGULAR WAGES & SALARIES	987,455	987,455	.00	.00	.00	987,455.00	.0%
515100 OVERTIME WAGES & SALARIES	112,000	112,000	.00	.00	.00	112,000.00	.0%
515200 PARTTIME WAGES & SALARIES	50,500	50,500	.00	.00	.00	50,500.00	.0%
541000 PUBLIC UTILITIES	69,500	69,500	2,111.49	.00	67,388.51	.00	100.0%
541100 WATER & SEWER CHARGES	42,400	42,400	.00	.00	42,000.00	400.00	99.1%
542140 REFUSE	16,000	16,000	.00	.00	9,400.00	6,600.00	58.8%
543000 REPAIRS & MAINTENANCE	54,000	54,000	.00	.00	16,375.80	37,624.20	30.3%
543100 MOTOR VEHICLE SERVICE & REPAIR	15,000	15,000	.00	.00	10,700.00	4,300.00	71.3%
561400 MAINT SUPPLIES & MATERIALS	92,000	92,000	.00	.00	45,860.00	46,140.00	49.8%
562100 HEATING OIL	10,040	10,040	.00	.00	10,040.00	.00	100.0%
562600 MOTOR FUELS	24,000	24,000	.00	.00	.00	24,000.00	.0%
563000 MOTOR VEHICLE PARTS	25,000	25,000	.00	.00	9,900.00	15,100.00	39.6%
563100 TIRES	3,000	3,000	.00	.00	.00	3,000.00	.0%
570905 SMALL EQUIPMENT	10,200	10,200	.00	.00	4,450.00	5,750.00	43.6%
581120 CONFERENCES & MEMBERSHIPS	4,000	4,000	.00	.00	.00	4,000.00	.0%
581200 VANDALISM	4,000	4,000	.00	.00	600.00	3,400.00	15.0%
TOTAL PARKS GROUNDS & FACILITIES	1,479,195	1,479,195	1,111.49	.00	216,714.31	1,261,369.20	14.7%
TOTAL REVENUES	-39,900	-39,900	-1,000.00	.00	.00	-38,900.00	
TOTAL EXPENSES	1,519,095	1,519,095	2,111.49	.00	216,714.31	1,300,269.20	

07/13/2020 10:04
Robi nkl ug

CITY OF BRISTOL
YEAR-TO-DATE BUDGET REPORT

FOR 2021 12

JOURNAL DETAIL 2020 1 TO 2020 12

ACCOUNTS FOR: 0017023 RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
450105 SUMMER RECREATION PROGRAM	-276,200	-276,200	.00	.00	.00	-276,200.00	.0%
450107 FALL/WINTER REC CHARGES	-33,165	-33,165	.00	.00	.00	-33,165.00	.0%
514000 REGULAR WAGES & SALARIES	127,200	127,200	.00	.00	.00	127,200.00	.0%
515100 OVERTIME WAGES & SALARIES	3,200	3,200	.00	.00	.00	3,200.00	.0%
515200 PARTTIME WAGES & SALARIES	303,200	303,200	.00	.00	.00	303,200.00	.0%
531000 PROFESSIONAL FEES & SERVICES	133,000	133,000	.00	.00	21,900.00	111,100.00	16.5%
557700 ADVERTISING	1,200	1,200	.00	.00	.00	1,200.00	.0%
561800 PROGRAM SUPPLIES	34,000	34,000	.00	.00	2,300.00	31,700.00	6.8%
581120 CONFERENCES & MEMBERSHIPS	1,250	1,250	.00	.00	465.00	785.00	37.2%
TOTAL RECREATION	293,685	293,685	.00	.00	24,665.00	269,020.00	8.4%
TOTAL REVENUES	-309,365	-309,365	.00	.00	.00	-309,365.00	
TOTAL EXPENSES	603,050	603,050	.00	.00	24,665.00	578,385.00	

07/13/2020 10:05
Robi nkl ug

CITY OF BRISTOL
YEAR-TO-DATE BUDGET REPORT

FOR 2021 12

JOURNAL DETAIL 2020 1 TO 2020 12

ACCOUNTS FOR: 0017024 AQUATICS	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
450103 POOL CHARGES	-203,500	-203,500	.00	.00	.00	-203,500.00	.0%
514000 REGULAR WAGES & SALARIES	201,210	201,210	.00	.00	.00	201,210.00	.0%
515100 OVERTIME WAGES & SALARIES	5,500	5,500	.00	.00	.00	5,500.00	.0%
515200 PARTTIME WAGES & SALARIES	354,505	354,505	.00	.00	.00	354,505.00	.0%
531000 PROFESSIONAL FEES & SERVICES	8,500	8,500	.00	.00	5,778.80	2,721.20	68.0%
541000 PUBLIC UTILITIES	58,300	58,300	.00	.00	50,000.00	8,300.00	85.8%
541100 WATER & SEWER CHARGES	20,500	20,500	.00	.00	20,000.00	500.00	97.6%
543000 REPAIRS & MAINTENANCE	35,000	35,000	.00	.00	14,800.00	20,200.00	42.3%
557700 ADVERTISING	500	500	.00	.00	.00	500.00	.0%
561400 MAINT SUPPLIES & MATERIALS	25,000	25,000	.00	.00	4,600.00	20,400.00	18.4%
561800 PROGRAM SUPPLIES	15,000	15,000	.00	.00	4,000.00	11,000.00	26.7%
562100 HEATING OIL	2,000	2,000	.00	.00	2,000.00	.00	100.0%
562200 NATURAL GAS	26,750	26,750	.00	.00	13,000.00	13,750.00	48.6%
581120 CONFERENCES & MEMBERSHIPS	2,500	2,500	.00	.00	200.00	2,300.00	8.0%
TOTAL AQUATICS	551,765	551,765	.00	.00	114,378.80	437,386.20	20.7%
TOTAL REVENUES	-203,500	-203,500	.00	.00	.00	-203,500.00	
TOTAL EXPENSES	755,265	755,265	.00	.00	114,378.80	640,886.20	

07/13/2020 12:03
Robi nkl ug

CITY OF BRISTOL
YEAR-TO-DATE BUDGET REPORT

FOR 2021 01

JOURNAL DETAIL 2020 1 TO 2020 12

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1321032 PINE LAKE CHALLENGE COURSE							
422004 CHALLENGE COURSE FEES	-115,000	-115,000	.00	.00	.00	-115,000.00	.0%
515100 OVERTIME WAGES & SALARIES	985	985	.00	.00	.00	985.00	.0%
515300 SEASONAL WAGES	90,765	90,765	.00	.00	.00	90,765.00	.0%
531000 PROFESSIONAL FEES & SERVICES	8,000	8,000	.00	.00	.00	8,000.00	.0%
543200 EQUIPMENT MAINTENANCE CONTR	6,750	6,750	.00	.00	.00	6,750.00	.0%
553100 POSTAGE	400	400	.00	.00	.00	400.00	.0%
555000 PRINTING & BINDING	3,000	3,000	.00	.00	.00	3,000.00	.0%
561400 MAINT SUPPLIES & MATERIALS	1,350	1,350	.00	.00	.00	1,350.00	.0%
561800 PROGRAM SUPPLIES	1,550	1,550	.00	.00	.00	1,550.00	.0%
569000 OFFICE SUPPLIES	100	100	.00	.00	.00	100.00	.0%
581135 SCHOOLING & EDUCATION	2,100	2,100	.00	.00	.00	2,100.00	.0%
TOTAL PINE LAKE CHALLENGE COURSE	0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-115,000	-115,000	.00	.00	.00	-115,000.00	
TOTAL EXPENSES	115,000	115,000	.00	.00	.00	115,000.00	

June 24, 2020

Bristol Parks and Recreation Dept.

111 North Main St

Bristol, CT 06010

Dear Superintendent Medeiros:

I am seeking permission from the Board of Park Commissioners to have a memorial bench installed in the pocket park at the corner of Park Street and Dutton Ave. Could you add this item to the July 15, 2020 Park Board Meeting? I do have the funding to purchase the bench, I ask that the Parks Department maintenance staff install the bench.

This bench will be in memory of John Timm. John or JT, as he was referred to, passed away suddenly in June of this year. JT is a retired Bristol employee who worked as a supervisor in the Parks Department for over 10yrs he was an excellent employee who served the public well and was respected by his peers and fellow co-workers.

The bench will be a DuMor Bench or equal, metal and painted black. The bench will match the majority of the benches through-out the Bristol Parks. There will be a small inscription molded into the bench and will read as follows:

"A Husband, Father, Brother, Pop Pop, Soldier, Gardener, Picker, Craftsman, Athlete, Landscaper, Co-Worker, Golfer, Magician, Comedian, Fisherman and Friend... Who looked for the best in others, and gave the best he had. Those who touch our lives stay in our hearts forever."

In memory of John "JT" Timm 2020.

This request for a memorial bench would not have been possible without the contributions from over twenty friends, co-workers and peers. Any excess funds will be used to enhance the bench area such as a purchase of a matching tree or matching waste receptacle.

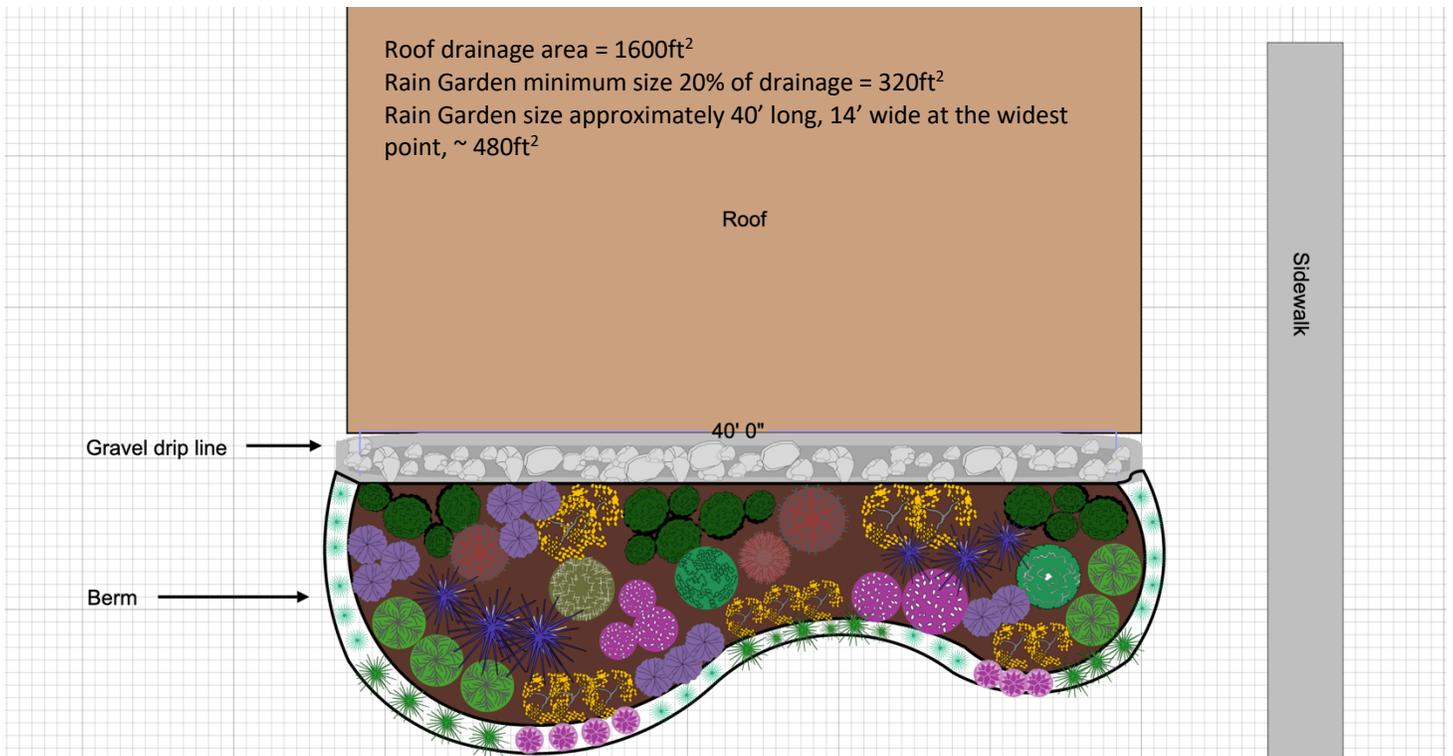
I am available to attend the July 15, 2020 Park Board meeting. If you should have any questions prior to the meeting, please do not hesitate to call me. You can reach me at 860-302-1086. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Swicklas". The signature is fluid and cursive, with the first name "Ed" being particularly prominent.

Ed Swicklas

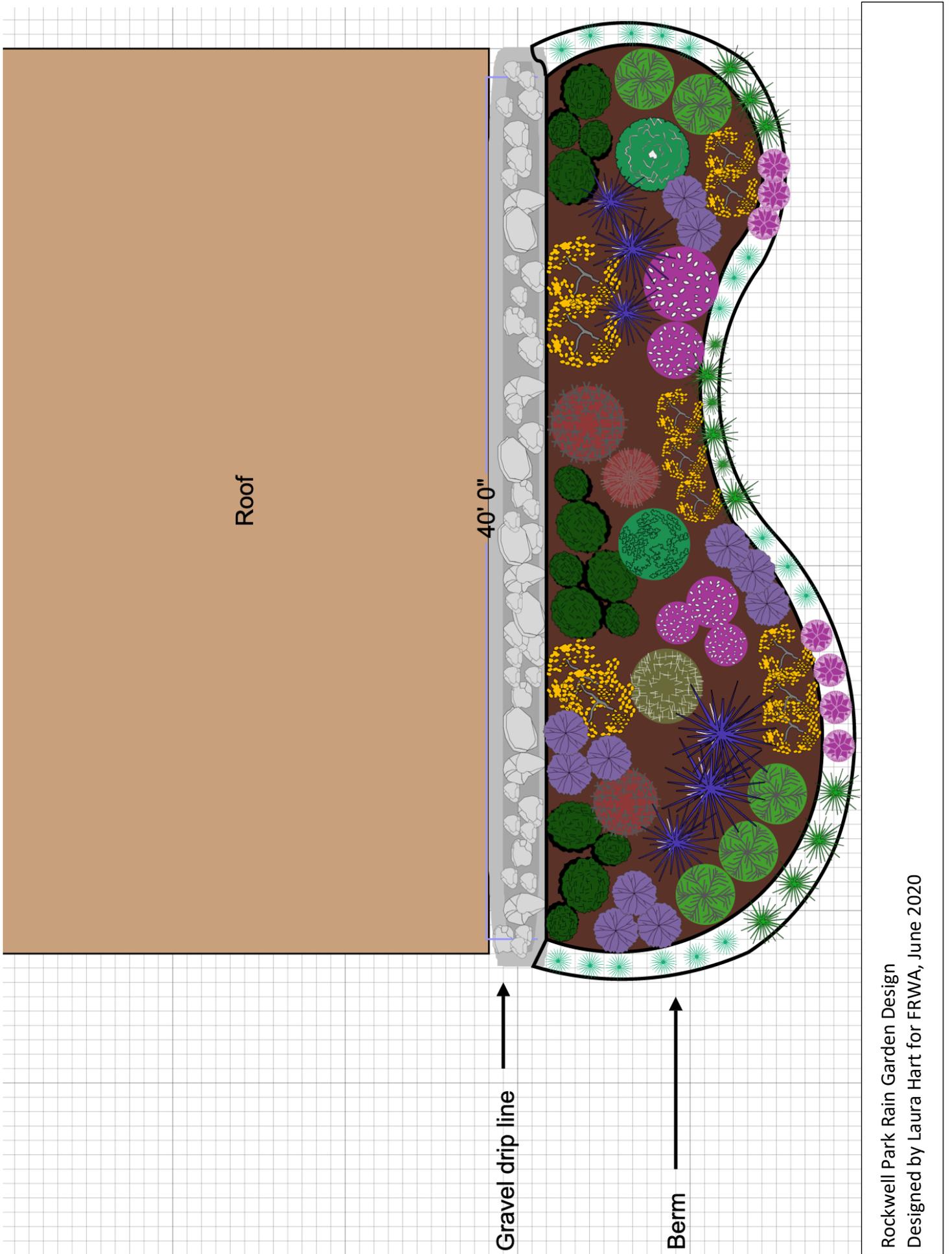
Rockwell Park Rain Garden Design



Shrubs		Perennials		Berm Plants	
	Inkberry		Heliopsis		Shenandoah grass
	Fragrant Sumac		Echinacea		Prairie dropseed
	Itea virginica		Vibrant dome aster		Phlox subulata
	Ninebark		Iris versicolor		
	New Jersey Tea				
	Winterberry				
	Potentilla				

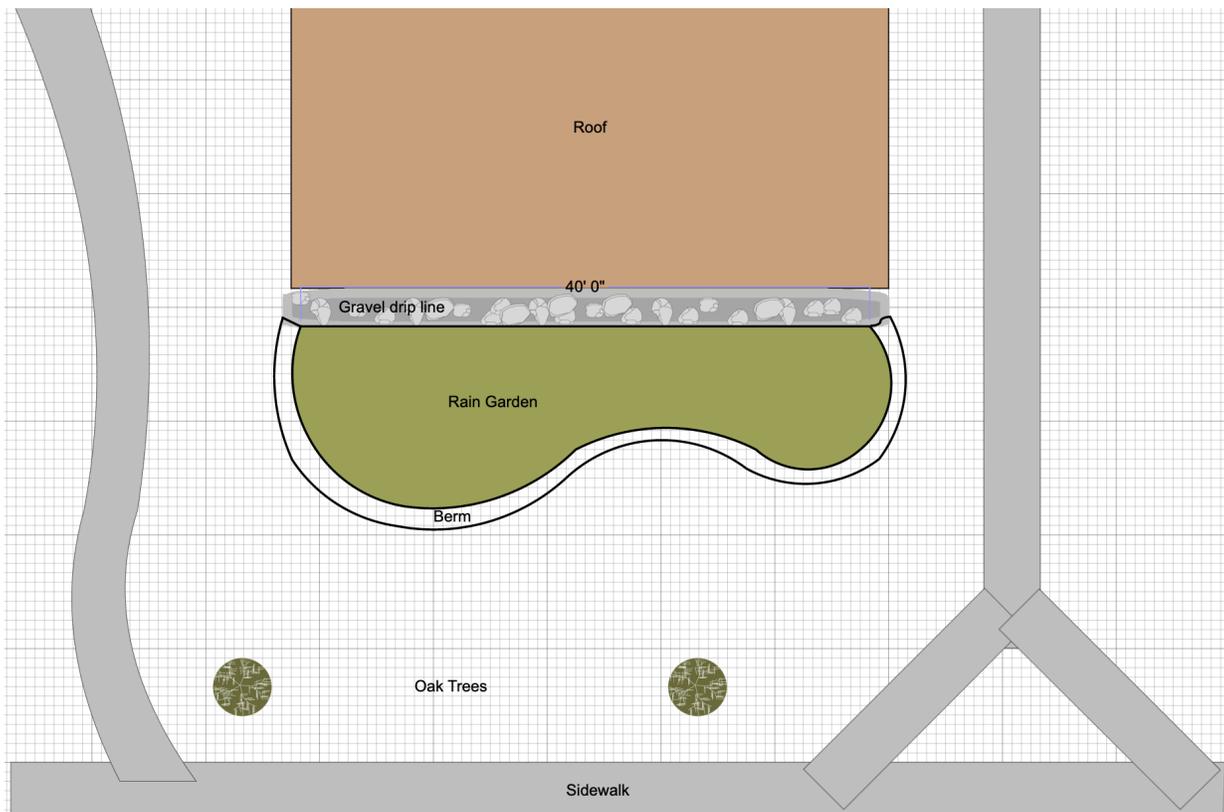
Materials

- Clear gravel for dripline
- 3-4 yards of dark mulch



ATTACHMENT F

Site Location



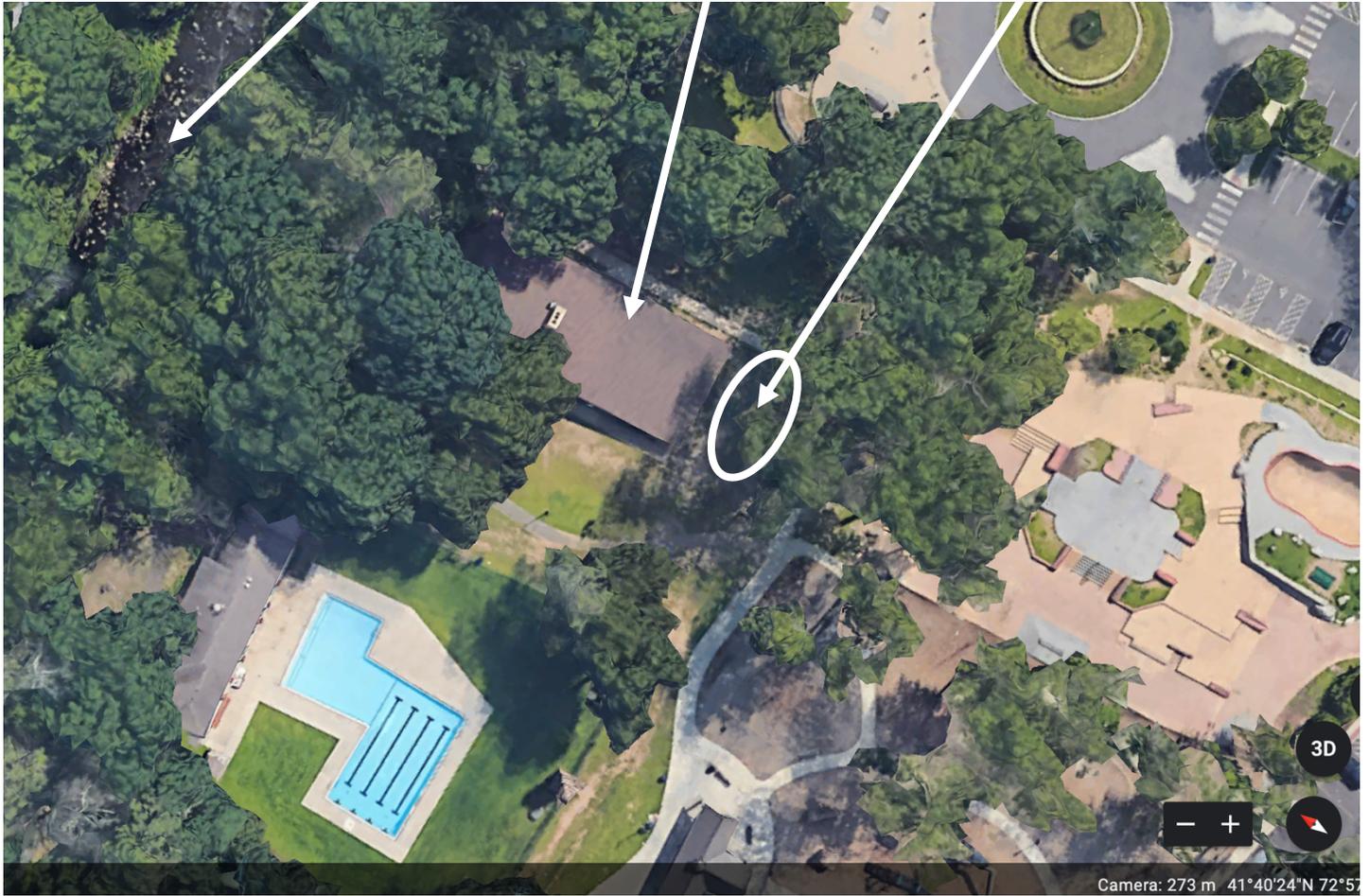
ATTACHMENT F

Google Earth view of Rockwell Park

Pequabuck River

Parks Building

Proposed Rain Garden Location



USE AGREEMENT

THIS AGREEMENT made effective as of _____, 20__ by and between **Pontifical Institute of the Religious Teachers Filippini, The St Lucy Province**, an ecclesiastical corporation organized and existing under the laws of the State of New Jersey and located at 455 Western Ave., Morristown, New Jersey, 07960 (hereinafter "Owner") and _____, _____, _____, Connecticut 06__ (hereinafter "User").

WITNESSETH:

1. DEMISE OF PREMISES:

A. In consideration of the covenants herein stipulated to be performed by User, Owner hereby grants User the right to use, for the term herein specified, the exclusive use of the school building located at 472 East Rd., Bristol, CT., including the outside play area, the parking facilities, roads, streets, drives, sidewalks, additional entranceways, passageways, and hallways, and bathrooms (hereinafter referred to as "Premises").

B. As part consideration for this Use Agreement, Owner agrees to assign to User the right to the furnishings located at the school, which furnishings are identified in Schedule A attached hereto.

2. TERM:

A. User shall have and hold the Premises for a one-year term commencing on _____ and expiring on _____ (the "Term"), unless this Agreement shall be sooner terminated as herein specifically provided or pursuant to law or unless renewed as hereafter provided.

B. User shall have the option to renew this Use Agreement for one additional one-year term (the "Renewal Term") upon the same terms and conditions set forth herein and at the use fees specified in Section 3 herein.

C. Right To Terminate: In the event that User is unable to obtain the state licensing or funding necessary to operate one or more of its programs at the site, or its grant funding for such programming ceases, User may either terminate this Agreement by giving sixty (60) days written notice of such termination to Owner or renegotiate the lease agreement with Owner based on available funding, the space User will occupy, and the space User will be relinquishing.

3. USE FEES:

Beginning on _____, User shall pay Owner Six Thousand (\$6,000.00) Dollars for the first year of the lease term (calendar year 20__) in monthly installments of \$500.00 on the first day of each month commencing _____ through and including _____. The use fee shall increase by ten percent (10%) over the prior year's use fee beginning in the year of the Renewal Term and shall increase at the same rate of ten percent (10%) per year for any future Renewal Terms. All use payments are due on the first of each month but no later than the fifteenth day of each and every calendar month.

4. TITLE:

Owner represents that it owns the Premises in fee simple subject to zoning and building regulations, restrictions, rules and ordinances and to all other ordinances now in effect as adopted by any governmental authority having jurisdiction of the Premises and to encumbrances as of record appear.

5. USE OF PREMISES:

During the term of this Agreement, User shall occupy and use the Premises exclusively for its educational programming and offices. User agrees that they will not to use the Premises in any manner that is antithetical to the teachings of the Catholic Church.

6. CONDITION OF PREMISES/REPAIRS/MAINTENANCE:

- A. User accepts the Premises in an "as is" condition.
- B. User shall purchase the bathroom supplies for the bathrooms.
- C. Owner shall maintain and be entirely responsible for structural repairs to the roof and exterior walls of the building.
- D. Owner shall maintain and be responsible for the sewer, water pipes, and matters relating to plumbing, the electrical wiring, and the heating, ventilating, and cooling system, provided such repairs are not necessitated by the negligent or reckless acts or omissions of User, its employees, invitees, or licensees. Any such repairs necessitated by the negligent or reckless acts or omissions of the User, or its employees, invitees, or licensees, shall be paid by User.
- E. User may make alterations, renovations, and improvements to the Premises only with the permission of the Owner, which permission shall not be unreasonably withheld. Said alterations, renovations and improvements shall be solely maintained by the User at its own expense.
- F. User shall be responsible for repairing and maintaining the Premises, except as set forth in subsection C hereof.
- G. User shall upgrade, install, and maintain telephone and data/computer wiring at the Premises and install all at its sole cost and expense.

H. User shall permit Owner and its authorized representatives to enter the Premises at any reasonable time for the purpose of inspecting the same throughout the term of this Agreement.

7. TAXES:

The Premises have been exempt from municipal real estate taxes prior to the execution of this Agreement. If, as a result of this Agreement, the Premises or any part thereof, becomes subject to such tax assessment and the Owner becomes obligated to pay it, User shall have the option, exercisable within ten days of being notified of such tax assessment, of (a) paying said taxes when due in which event User shall indemnify and save the Owner harmless with regard to said taxes as well as any interest, penalties or other expenses connected with same, or (b) paying said tax for the period of its occupancy when due and terminating the Agreement by providing the Owner with sixty (60) days written notice. In the event that the Premises become subject to said tax assessment and User has not elected to pay said taxes when due pursuant to subsection (a) above, then Owner shall also have the option to terminate this Agreement by giving thirty (30) days written notice of termination to the User.

8. SIGNS:

Subject to the approval by Owner, which approval will not be unreasonably withheld, User shall have the right to erect a sign on the premises for the purpose of identification of the building location and educational programming. User shall be responsible for the maintenance and repair of its sign and shall remove it at the expiration of this Agreement and repair all damage caused by the removal, if any.

9. QUIET ENJOYMENT:

Owner covenants that, provided User is not in default under this Agreement, User's peaceful and quiet occupation and enjoyment of the Premises during the term of this Agreement shall be without hindrance, ejection or molestation from Owner or any person or entity claiming title superior to Owner or any person or entity claiming by, from or under Owner.

10. UTILITIES AND OTHER SERVICES (INCLUDING CUSTODIAN):

A. Beginning _____, Owner will be responsible for the cost of all utilities at the Premises, including electric, heat, gas, water, sewer, ADT alarm system, sprinkler system maintenance, and annual servicing of the boiler system, HVAC system, and maintaining the exterior lawn.

B. User shall be responsible for:

- i.) maintaining, repairing, and replacing all playground equipment and the fence surrounding the playground and keeping it in good order and repair;
- ii.) providing all cleaning supplies and lighting for the Premises;
- iii.) providing a dumpster at the Premises and paying for its trash removal;
- iv.) providing custodial services and maintaining and repairing the Premises;
- v.) providing snow removal and ice treatment of the parking lot, driveways, and sidewalks of the entire campus at 472 and 474 East Rd., Bristol. CT.
- vi.) providing such security systems to and for the Premises as User deems necessary beyond what is already installed.

11. SUBORDINATION:

This Agreement shall be subject and subordinate to any bona fide mortgage which is hereafter placed on or affects the Premises, provided, however, that so long as User performs all the covenants required to be performed by User herein, User's right to possess and enjoy the Premises as herein provided shall not be disturbed or infringed by any such mortgagee.

12. COMPLIANCE WITH LAW:

User shall comply with all laws applicable to User's occupancy and operation of the Premises, and with all rules, orders and regulations of the fire insurance company or companies with which the Premises are or may be insured.

13. DISCHARGE OF LIENS:

A. User shall not allow any lien to be placed on or against the Premises for any purposes whatsoever, including as security or collateral for loans, grants, or funds received by User.

B. User shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge levied on account of any mechanic's, laborer's or materialman's lien which might be or become a lien encumbrance or charge upon the Premises, or any part thereof, provided that any such lien may be discharged in accordance with subparagraph C of this Paragraph No. 13.

C. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises, or any part thereof as the result of or in connection with User's use or occupancy of the Premises, User, within sixty (60) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If User shall fail to cause such lien to be discharged within

the period aforesaid, then Owner may, but shall not be obligated to discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by posting a bond or by court proceedings or otherwise. User agrees to reimburse and to pay to the Owner on demand as additional use fees any amount so paid by Owner together with all reasonable costs and expenses incurred by Owner in doing so, including a reasonable attorney's fee.

14. INSURANCE:

A. **By Owner.** Owner shall at all times during the term of this Agreement, at its expense, insure and keep in effect on the building in which the Premises is located property and fire insurance with extended coverage exclusively for its own benefit. The User shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the applicable fire insurance rating association.

B. **By User.** User shall, at its expense, during the term hereof, maintain fire, legal liability and public liability insurance covering the Premises. Such policy shall name the Owner as an additional insured, and have single limit coverage of at least One Million (\$1,000,000.00) Dollars per claim, and shall provide for at least fifteen days prior notice to Owner of cancellation. User shall also maintain property insurance exclusively for its benefit covering its fixtures and furnishings. User shall annually and at such other times as Owner may request, provide Owner with a certificate evidencing such insurance. All of the foregoing insurance shall be issued by insurers of recognized responsibility authorized to do business in the State of Connecticut.

15. INDEMNIFICATION:

To the extent not covered and paid by User's insurance, User agrees to pay, and to protect, indemnify and save Owner harmless from and against, any and all liabilities, damages, costs, expenses (including attorneys' fees), causes of action, suits, claims, demands or judgments which occur as a result of any misconduct or negligence on the part of User or any of its agents, servants, employees, licensees or invitees or of any person who is in the process of performing any User obligation under the Agreement.

16. CONDEMNATION:

If any part of the Premises shall be taken by eminent domain, the Agreement shall terminate on the date of such taking, and the use fees shall be apportioned as of that date. No part of any award shall belong to the User.

17. CASUALTY:

If the Building or any part thereof shall be damaged by fire or other unavoidable casualty, either User or Owner may terminate this Agreement upon written notice to the other, said option to terminate to be exercised within sixty (60) days after such casualty. If Owner commences to repair and restore any damage to the Building, any such repair shall be done promptly.

18. ASSIGNMENT AND SUBLETTING:

User may not sublet the Premises or any portion thereof and may not assign all or any part of its rights and interests hereunder without the prior written consent of Owner.

19. DEFAULT PROVISIONS:

A. Any of the following occurrences or acts shall constitute an event of default under this Agreement:

- (i) If User, at any time during the term of this Agreement shall (a) fail to make payment of any installment of use fees or of any other sum herein specified

to be paid by User, or (b) fail to observe or perform any of User's other covenants, agreements or obligations hereunder, and if any such default shall not be cured as to (a), within fifteen (15) days after same is due, or as to (b), within thirty (30) days after notice from Owner specifying such default or defaults, if such default is susceptible of cure within said time or, if not possible to cure such default within thirty (30) days, then within such longer period of time as may be reasonably required, or

(ii) If User shall file a petition in bankruptcy pursuant to the Bankruptcy Act of the United States or shall be adjudicated a bankrupt, or if a petition or answer proposing the adjudication of User as a bankrupt pursuant to the Bankruptcy Act of the United States is filed and not discharged within sixty (60) calendar days after the date of filing thereof, or

(iii) If a receiver, trustee or liquidator of User or of all or substantially all the property of User or of its interest in the Premises shall be appointed in any proceeding brought by User, or is brought against User and if such receiver, trustee or liquidator shall not be discharged within sixty (60) calendar days after such appointment, or

(iv) If any other event of default occurs as defined elsewhere in this Agreement.

B. Remedies:

(i) Upon the occurrence of any event of default which is not cured within the applicable grace period herein provided, then or at any time thereafter while any such event of default shall continue, Owner shall have the right at its election to terminate this Agreement; and, in the event of such termination, all right, title and interest of User hereunder shall thereupon expire and User shall then peaceably and quietly quit the Premises and surrender the same to Owner. Should Owner take possession pursuant to legal proceedings or pursuant to any notice provided by law, Owner shall make all commercially reasonable efforts to mitigate damages and re-let the Premises or any part thereof for the term at such use fees and upon such terms and conditions as Owner may reasonably deem advisable, with the right to make alterations in and repairs to the Premises.

(ii) In the event of any termination of this Agreement as in this Paragraph or as otherwise permitted by law, Owner may enter upon the Premises, and again have, repossess and enjoy the same as if this Agreement had not been made, and in any such event, neither User nor any person claiming through or under User by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises.

(iii) If Owner shall re-enter and obtain possession of the Premises by reason of or following an event of default, Owner shall have the right, without notice, to repair or alter the Premises in such manner as the Owner may deem necessary or advisable so as to put the Premises in good order and to make the same usable. User agrees to pay to Owner on demand all reasonable expenses incurred by Owner in obtaining possession, and in altering, repairing and putting the Premises in good order and condition.

20. ADDITIONAL RIGHTS OF OWNER:

No right or remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute. The failure of Owner to insist at any time upon the strict performance of any of the covenants or agreements or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver of or relinquishment thereof for the future. The subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any preceding breach by User of any term, covenant, or condition of this Agreement, other than the failure to pay the particular rent so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. No acceptance by Owner of a lesser sum than the monthly base rent or other sum then due shall be deemed to be other than on account of the earliest installment of such rent or other amount due, nor shall any endorsement or statement on any check or any letter accompanying any check be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such installment or other amount or pursue any other remedy provided in this Agreement. No receipt of monies by Owner from User after the termination or cancellation of this Agreement shall reinstate, continue, or extend the term of this Agreement, or affect any notice given to User.

During the pendency of any proceedings brought by Owner to recover possession by reason of a default, User shall continue all payments required to be made to Owner and Owner may accept such payments for use and occupancy of the Premises, notwithstanding any endorsement or statement User places on a check or in any letter or writing accompanying such payment. User waives its right in such proceeding to claim as a defense that the receipt of such money payments by Owner constitutes a waiver by Owner of such default.

21. NOTICES, DEMANDS AND OTHER INSTRUMENTS:

All notices, demands, requests, consents, approvals, undertaking and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if served as to the User at the address set forth above or as to the Owner at the address set forth above. Owner or User shall, from time to time, have the right to specify as its proper address for the purposes of this Agreement any other address upon giving written notice thereof to the other party.

22. SURRENDER:

Upon the expiration or sooner termination of this Agreement, User shall peaceably and quietly leave, yield up and surrender the Premises to Owner in no worse condition than same were in when received from the Owner at the commencement of the term of this Agreement, approved alterations, ordinary wear and tear, and unavoidable casualty excepted, but clean, orderly, and free of occupants. Any approved alteration to the Premises shall remain in place at the time of the surrender of the Premises.

23. SEPARABILITY:

If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement,

or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

24. BINDING EFFECT:

All of the covenants and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each such successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by a writing signed by Owner and User.

25. BROKER:

The parties represent to each other that no broker, realtor, person, firm, or corporation is entitled to a fee arising from this Agreement.

26. ATTORNEYS' FEES:

In the event that either party to this Agreement defaults on any obligation, the defaulting party as determined by arbitration or court of competent jurisdiction shall pay to the non-defaulting party any and all reasonable expenses incurred in enforcing the provisions of this Agreement, including reasonable attorneys' fees.

27. HOLDOVER CLAUSE

If Licensee retains possession of the Premises or any part thereof after the expiration or termination of this Use Agreement, User's occupancy shall be under all of the terms and conditions of this Agreement, except that: (i) User's use shall be at will, terminable at any time on at least thirty (30) days' notice; (ii) User shall make use and occupancy payments in the amount of 125% of the Use Fees due immediately prior to the commencement of the holdover

period, on a month to month basis through the last day of the month during which User vacates the Premises; and (iii) User shall indemnify and hold Owner harmless from and against any and all damages sustained and liabilities incurred by Owner as a result of User's continued occupancy of any part of the Premises beyond the term of this Use Agreement. This section shall not limit or modify any other rights or remedies of Owner under this Use Agreement or any obligations of the User under this Use Agreement or otherwise.

28. CONNECTICUT LAW:

This Use Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

29. USE AGREEMENT CONTAINS ALL AGREEMENTS:

This Use Agreement contains all of the covenants, agreements, terms provisions and conditions relating to the User's use of the Premises hereunder, and Owner has not made and is not making, and User, in executing and delivering this Use Agreement, is not relying upon any warranties, representations, promises or statements except to the extent that same may be expressly set forth in this Use Agreement.

IN WITNESS WHEREOF, Owner and User have executed this Agreement effective as of _____, 20__.

As to Owner:

OWNER: _____

By _____

Its _____, Duly authorized

As to User:

USER: _____

By _____

Its _____, Duly authorized

STATE OF CONNECTICUT)

) ss: _____

, 20__

COUNTY OF HARTFORD)

Personally Appeared _____, the _____ of _____, signer of the foregoing instrument and acknowledged the same to be his free act and deed as such _____ and the free act and deed of _____ on this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____
Commissioner of the Superior Court

STATE OF CONNECTICUT)

) ss: _____

, 20__

COUNTY OF HARTFORD)

Personally Appeared _____, the _____ of _____, signer of the foregoing instrument and acknowledged the same to be his free act and deed as such _____ and the free act and deed of _____ on this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____
Commissioner of the Superior Court