

**PARKS AND RECREATION AND
ACQUIRED FACILITIES COMMISSION**

Organizational & Regular Meeting

Monday, March 3, 2014

Council Chambers, Wolcott Town Hall

6:30 p.m.

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MINUTES

Note: These are summary minutes. A tape recording of this meeting is on file in Wolcott Town Hall, Commission Secretary's Office.

ORGANIZATIONAL MEETING:

Mayor Dunn swore in the members of the Commission and next called the Organizational Meeting to order at 6:30 p.m. with the Pledge of Allegiance and attendance was taken.

MEMBERS PRESENT: Ronald Cordeau, Steven Lagasse, Harry Najarian, and Robert Sherman

MEMBERS ABSENT: Carl Dambrauskas and Jack Kirschbaum

ALSO PRESENT: Mayor Thomas G. Dunn

ELECTION OF CHAIRMAN:

At this time, Mayor Dunn inquired as to whether there were any nominations for Chairman.

A **MOTION** was offered by Steven Lagasse, seconded by Robert Sherman, to nominate **Ronald Cordeau for Chairman** of the Parks and Recreation and Acquired Facilities Commission.

Mayor Dunn inquired three more times if there were any other nominations for Chairman, at which time there were none.

Upon **MOTION** made by Ronald Cordeau, seconded by Harry Najarian it was unanimously voted to **close** nominations for Chairman.

Mayor Dunn asked for all in favor of **Ronald Cordeau** to be elected Chairman, at which time the above motion **carried** unanimously by voice vote.

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ELECTION OF VICE-CHAIRMAN:

At this time, Mayor Dunn inquired as to whether there were any nominations for Vice-Chairman.

A **MOTION** was offered by Ronald Cordeau, seconded by Steven Lagasse, to nominate **Jack Kirschbaum as Vice-Chairman** of the Parks and Recreation and Acquired Facilities Commission.

Mayor Dunn inquired three more times if there were any other nominations for Vice-Chairman, at which time there were none.

Upon **MOTION** made by Harry Najarian, seconded by Robert Sherman, it was unanimously voted to **close** nominations for Vice-Chairman.

Mayor Dunn asked for all in favor of **Jack Kirschbaum** to be elected Vice-Chairman of the Park & Recreation Commission, at which time the above motion **carried** unanimously by voice vote.

At this time, Chairman Cordeau proceeded to preside over the meeting.

SET TIME & PLACE OF REGULAR MEETINGS:

Chairman Cordeau advised that they will continue to hold their Regular Meetings on the first (1st) Monday, of every month at 7:00 p.m., in the Council Chambers of the Wolcott Town Hall.

ADJOURNMENT:

Upon **MOTION** by Harry Najarian, seconded by Steven Lagasse, it was unanimously voted to adjourn the Organizational Meeting at 6:35 p.m.

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REGULAR MEETING:

Chairman Cordeau called the regular meeting to order at 6:36 p.m.

MEMBERS PRESENT: Chairman Ronald Cordeau, Steven Lagasse, Harry Najarian, and Robert Sherman

MEMBERS ABSENT: Vice-Chairman Jack Kirschbaum and Carl Dambrauskas

ALSO PRESENT: Town Attorney Brian Tynan (Arrived @ 6:50)

APPROVAL OF MINUTES:

• **January 6, 2014 – Regular Meeting**

Upon **MOTION** by Harry Najarian, seconded by Steven Lagasse, it was unanimously voted to **approve** the minutes of the January 6, 2014 Regular Meeting, with one abstention from Robert Sherman.

CORRESPONDENCE (on file):

1. **P&R Expenditure Report as of 02-25-14 (Dept. 521)**
2. **Program Support Allocation Summary as of 02-24-14**
3. **Program Support Request from the Wolcott Activity & Learning Center in the Amount of \$10,000**
4. **Program Support Request from the Wolcott Girls Softball Association in the Amount of \$15,000**
5. **Acquired Facilities Financial Reports as of 02-24-14 (Dept. 30)**
6. **Baseball Association Lease (expires April 2014)**

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7. Submitted by Dave Pelletier, 3 Quotes for Roof above grilling area, 3 quotes for Gables, and 3 Quotes for Facia Boards

8. Program Support Request from Wolcott Midget Football in the amount of \$15,000

9. Program Support Request from Wolcott Boys & Girls Summer Basketball Programs in the amount of \$2,100

10. Submitted by Rich San Angelo, quote from Bey Sell Construction

11. Letter dated February 26th from Town Attorney Brian Tynan regarding Proposed Lease for the BAW (proposed lease attached)

TAXPAYERS' TIME: (Limited to Items on the Agenda)

No taxpayers came forward.

STAFF REPORTS/ PURCHASE ORDER REQUESTS: {Dam Inspectors; Woodtick Recreation Area Director; P&R Program Director; Working Park Attendant}

There were no reports.

Chairman Cordeau reported that he spoke with Mr. Pelletier who told him that everything is status quo. Mr. Pelletier advised him that someone knocked down the fence by the basketball courts. He contacted Joe Paulo for a quote for repair. To date, the weather conditions have hindered him in getting any pre-season prep work done at the area.

Chairman Cordeau next reported that he spoke with Mr. Olmstead who informed him that there have been no issues with either reservoir over the winter. There was less ice fishing this winter which was probably due to the extremely cold temperatures.

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OLD BUSINESS:

1. Discussion Regarding Dog Park

Chairman Cordeau reported that he spoke with Trish Mueller last month who informed him that their committee continues with fundraising activities. They are anticipating opening the dog park this summer. They have some local contractors who have promised to volunteer some time and equipment. Chairman Cordeau pointed out that although the Dog Park has been placed under the jurisdiction of this Commission, there is no line item for it in the budget. No monies have been allocated in the current budget or in next year's budget at all; it is being done through fundraising activities and donations of items/labor. Brief discussion followed.

2. Discussion Regarding Programs & Procedures

There was no discussion regarding the above item.

3. Discussion Regarding Dredging

Chairman Cordeau reported that they received no responses from the ads placed in the Waterbury Republican American and the Wolcott Community News. Brief discussion followed; it was noted that they will just have to try again next year.

4. Discussion Regarding Chestnut Hill Valves

Chairman Cordeau reported that he spoke with Mr. Olmstead who advised him that everything is status quo.

5. Park Maintenance Items

Chairman Cordeau referenced the quote that Rich San Angelo submitted in the packets to install a roll up door in the old pavilion at Peterson Park for a storage and a work area in the amount of \$5,977 (**see attached**). He tried to get others, however, only one

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company showed up due to the weather conditions and snow at the park. Mr. San Angelo will try to get additional quotes. Mr. Lagasse noted that there is only about \$2,700 left in the Park Improvements line item anyway, which would not cover the work. Mr. Najarian suggested that they can also utilize the monies in the Peterson Park passbook savings account. Discussion followed.

6. Program Support Allocations

Upon **MOTION** by Robert Sherman, seconded by Steven Lagasse, it was unanimously voted to **table** program support allocation for the Wolcott Activity & Learning Center (WALC) until the information requested is submitted to Commission.

Upon **MOTION** by Steven Lagasse, seconded by Robert Sherman, it was unanimously voted to **allocate \$8,500.00** to **Wolcott Girls Softball Association (WGSA)** from line item **#5820** 'Program Support' for program support for fiscal year 2013-2014.

Upon **MOTION** by Robert Sherman, seconded by Harry Najarian, it was unanimously voted to **allocate \$11,000.00** to **Wolcott Midget Football** from line item **#5820** 'Program Support' for program support for fiscal year 2013-2014.

Upon **MOTION** by Harry Najarian, seconded by Steven Lagasse, it was unanimously voted to **allocate \$2,100.00** to **Wolcott Boys & Girls Summer Basketball Programs** from line item **#5820** 'Program Support' for program support for fiscal year 2013-2014.

NEW BUSINESS:

1. Baseball Association of Wolcott (BAW) Lease

Town Attorney Brian Tynan came forward and referenced the proposed BAW lease that was submitted in the packets (**see attached**).

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Attorney Tynan reviewed the history of the purchase of the property and the events that transpired when the contract was first executed 25 years ago. He next outlined the proposed contract briefly and noted that he met with the President of the BAW, Dave Desaulniers, a few weeks ago. Attorney Tynan advised that he has kept most of the sections pretty much the same; discussion followed.

- *With respect to Section 16. USE OF FACILITIES, Mr. Lagasse inquired if an insurance amount should be specified; Attorney Tynan advised that he will contact C.I.R.M.A., the Town's insurance carrier, to see what they recommend*
- *Chairman Cordeau inquired if there should be a section added prohibiting the consumption of alcohol on the property; Attorney Tynan advised that there is already a Town Ordinance in place prohibiting the use of alcohol on Town property; there was an issue last spring, but the BAW handled it well; there are also signs posted on the property; it was noted that the Commission can think about this item and decide if they want to add it*

Attorney Tynan noted that this is not a final draft; he would like the Commission members to review it and get back to him with any questions or suggestions. The lease will be effective April 1st even if they do not have a final draft approved and signed.

TAXPAYERS' TIME:

No taxpayers came forward.

ITEMS FOR NEXT AGENDA:

Old Business:

- Discussion Regarding Dog Park
- Discussion Regarding Programs & Procedures
- Discussion Regarding Dredging
- Building Committee for the Walking Trail
- Program Support Allocations
- BAW Lease

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EXECUTIVE SESSION:

No Executive Session was held.

ADJOURNMENT:

Upon **MOTION** by Steven Lagasse, seconded by Harry Najarian, it was unanimously voted to **adjourn** the meeting at 7:13 p.m.

APPROVED:

Elizabeth Gaudiosi
Commission Secretary

Ronald Cordeau, Chairman
Park & Recreation Commission

**BEY SELL
CONSTRUCTION CO
OF CT., LLC**

387 East Main Street
Wallingford, Ct 06492
(203) 269-6597
Fax (203) 416-6252

January 31, 2014

Wolcott Parks and Recreation
10 Kenea Ave.
Wolcott, CT 06716
Attention: Rich SanAngelo

Re: Peterson Park Storage Shed Modifications

Dear Rich,

We are pleased to submit a proposal to provide materials and labor to remove an interior wall and install an exterior roll-up door in the storage shed located at 123 Mad River Road as detailed in our walk through and the scope of work listed below. Our total cost for the scope of work listed below is Five Thousand Nine Hundred Seventy Seven Dollars (\$5,977.00).

Scope of work:

- Demolish and dispose of an interior block wall from wall to wall, ceiling to floor.
- Cut existing north face exterior block wall for a 6' wide by 6'-8" tall opening. Remove and dispose of blocks within the opening.
- Fabricate and install a 1/8" thick steel frame which wraps around the block wall at the opening. This will protect the outside corners of the block and provide a clean look to the opening. The frame will be painted to match the new door.
- Provide and install a 6'x6'-8" rolling metal sheet door with a lock on the inside of the door. The door color will match the color of existing doors.
- Patch concrete flooring at old block walls as needed.
- Patch existing walls and ceiling as needed.
- Supervision.
- Clean-up and dumpster.

Exclusions: Building permits, taxes, cleaning out the storage space, painting of interior block and painting of exterior siding.

If you have any questions about this proposal, please feel free to contact me (860) 637-4514. Thank you for the opportunity to quote this work.

Sincerely,

RAK

Richard A. Krampitz, Jr.

WOLCOTT GIRLS SOFTBALL ASSOCIATION

PRAF Commission

10 Kenea Ave.

Wolcott, CT 06716

The Wolcott Girls Softball Association is requesting town program support in the amount of \$15,000 for the 2014 fiscal year. The town program support will be used to help offset the costs associated with running our league. Some of the costs the program support helps offset are the cost of umpires, uniforms, softball equipment, field maintenance equipment, insurance, training and trophies.

Our league is in desperate need of a new tractor to maintain and groom our fields. Without town support we will not be able to replace this piece of equipment. Our current tractor is over 20 years old. It was donated to us by the town garage. It was donated to them by the golf course. This past season the engine broke. Luckily we were able to get it repaired and limped through the season. I fear that it won't make it through the next.

We plan on increasing our registration fee for the upcoming season to try and cover some of the cost of equipment and repairs that need to be done at the fields. Unfortunately it will take several years of increased revenues to accumulate the money needed to replace this piece of equipment.

If you require any additional information, please do not hesitate to contact our Association.

Thank you.

Jason McCormack

WGSA

WOLCOTT PARKS RECREATION ACQUIRED FACILITIES COMMISSION

TOWN OF WOLCOTT

10 Kenea Avenue

Wolcott, CT 06716

Phone: 203-879-8100 • Fax: 203-879-8105

Organization Name: WOLCOTT GIRLS SOFTBALL ASSOC. INC.

Organization Address:
PO BOX 6075 WOLCOTT, CT 06716

Organization Point of Contact: JASON MCCORMACK

Phone Number: 203-437-0053

Tax ID Number (if any): 52103488/001

	12/31/2012	3/31/2013	6/30/2013	9/30/2013	
Cash/Checking Balance as of:	\$15,713.25	\$21,212.03	\$12,966.76	\$12,786.78	
Revenue	2011	2012	2013	3 Yr Total	%
Registration Fees - Resident	14,300	14,630	16,105	45,035	71.5%
Registration Fees - Non-Resident	8,000	7,830	5,752	21,582	34.3%
Total Registration Fees	22,300	22,460	18,250	63,010	64.8%
P&R Stipend	8,500	8,500	8,500	25,500	26.2%
Fundraising	2,500	3,065	2,120	7,685	7.9%
Miscellaneous	200	423	472	1,095	1.1%
Total Revenue	33,500	34,448	29,342	97,290	100.0%
Expenses					
Equipment/Uniforms	12,000	8,335	7,456	27,791	28.6%
Field Maintenance	7,500	6,122	5,035	18,657	19.2%
Fundraising				0	0.0%
Officiating	11,500	12,465	10,219	34,184	35.1%
Administration	3,500	3,125	2,741	9,366	9.6%
Player Awards & Banquets	5,000	3,837	784	9,621	9.9%
Other	20,200	27,747	25,337	73,284	75.3%
Total Expense	59,700	61,631	51,572	172,903	177.7%
Net Gain or (Loss)	-26,200	-27,183	-22,230	(75,613)	0.0%

Enrollment	2011	2012	2013	3 Year Average
Residents	175	194	178	182
Non-Residents	160	156	120	145
Total				0

2013-2014 Program Request Amount: **\$ 15,000.00**

Beth Gaudiosi

Subject: FW: PAST DUE-Program Support Request FY 2013-2014
Attachments: New Program Request Form2.xlsx

From: info@wolcotteagles.com [<mailto:info@wolcotteagles.com>]
Sent: Monday, February 03, 2014 8:22 PM
To: Beth Gaudiosi
Subject: RE: PAST DUE-Program Support Request FY 2013-2014

Beth, Sorry for the delay. Our travels to Disney the second week of December and the holidays didn't give us much time to put together the information requested. Since there is additional information required for the calendar year 2013, we need to process and enter in all of the donations and fundraising that were received up to the end of December

Please find the attached New Program Request Form for the Wolcott Midget Football & Cheer Association. We would like to mention that for some of the financials that were requested, it is important to take into consideration that for the past 3 years, our cheerleading teams have traveled to nationals and had done fundraising to help offset the large expense of getting the teams to travel to Orlando, FL.

The league deposits all funds by the end of December and does not typically provide funds back to parents until January or February the following year. This is important when looking at the amount of funds that are carried over on the form for each year. Since most of our remaining funds will be distributed out to the families that traveled and is also used to pay for additional expenses to cover our end player gifts and trophies which are presented at our Award Ceremony held in February. Once these expenses are paid, we typically will have a small balance that is carries over from the previous year.

We appreciate the help and consideration of the Town of Wolcott, Parks & Recreation & Acquired Facilities.

If there are any question please contact us.

Regards

Rich Bartoli
WMFCA Treasurer
203-509-4420

WOLCOTT PARKS RECREATION ACQUIRED FACILITIES COMMISSION

TOWN OF WOLCOTT

10 Kenea Avenue

Wolcott, CT 06716

Phone: 203-879-8100 • Fax: 203-879-8105

Organization Name: Wolcott Midegt Football & Cheer Association

Organization Address: P.O. Box 6047
Wolcott, CT 06716

Organization Point of Contact: Scott Rossignol
Phone Number: 203-509-6041

Tax ID Number (if any): 06-1495314

	12/31/2012	3/31/2013	6/30/2013	9/30/2013	
Cash/Checking Balance as of:	\$20,250.11	\$11,755.26	\$16,889.28	\$29,105.13	
Revenue	2011	2012	2013	3 Yr Total	%
Registration Fees - Resident	38,397	29,639	36,730	104,766	96.1%
Registration Fees - Non-Resident	925	1,050	2,250	4,225	3.9%
Total Registration Fees	39,322	30,689	38,980	108,991	40.6%
P&R Stipend	11,000	11,000	11,000	33,000	12.3%
Fundraising	20,413	33,197	39,646	93,256	34.8%
Miscellaneous	11,000	11,000	11,000	33,000	12.3%
Total Revenue	81,735	85,886	100,626	268,247	100.0%
Expenses					
Equipment/Uniforms	33,120	17,826	9,430	60,375	22.5%
Field Maintenance					
* 2011 includes Bleachers (5,000.00)	5,576	1,000	1,083	7,659	2.9%
Fundraising	8,167	7,030	12,005	27,202	10.1%
Officiating	3,600	3,825	3,550	10,975	4.1%
Administration	3,950	3,892	4,200	12,042	4.5%
Player Awards & Banquets	4,970	5,379	5,400	15,750	5.9%
Other (Nationals Travel)	11,300	17,430	27,658	56,388	21.0%
Total Expense	70,684	56,382	63,326	190,391	71.0%
Net Gain or (Loss)	11,052	29,504	37,300	77,856	29.0%

Enrollment	2011	2012	2013	3 Year Average
Residents	170	130	164	155
Non-Residents	8	6	10	8
Total	178	136	174	163

2013-2014 Program Request Amount: **\$ 15,000.00**

WOLCOTT PARKS RECREATION ACQUIRED FACILITIES COMMISSION

TOWN OF WOLCOTT

10 Kenea Avenue

Wolcott, CT 06716

Phone: 203-879-8100 • Fax: 203-879-8105

Organization Name: Wolcott Boys & Girls Summer and Fall Basketball

Organization Address: 223 Beach Road, Wolcott, CT

Organization Point of Contact: Chuck O'Neil

Phone Number: 203 879-5417

Tax ID Number (if any):

	12/31/2012	3/31/2013	6/30/2013	9/30/2013	
Cash/Checking Balance as of:	\$160.00	\$3,460.00	\$2,398.75	\$23.75	
Revenue	2011	2012	2013	3 Yr Total	%
Registration Fees - Resident	700	660	640	2,000	100.0%
Registration Fees - Non-Resident	0	0	0	0	0.0%
Total Registration Fees	700	660	640	2,000	18.0%
P&R Stipend	2,100	2,100	2,100	6,300	56.8%
Fundraising	550	390	1,699	2,639	23.8%
Miscellaneous (Beg. Balance)	0	0	160	160	1.4%
Total Revenue	3,350	3,150	4,599	11,099	100.0%
Expenses					
Equipment/Uniforms	0	0	0	0	0.0%
Field Maintenance	0	0	0	0	0.0%
Fundraising	0	0	0	0	0.0%
Officiating (League Fee) **	3,350	3,150	4,575	11,075	99.8%
Administration	0	0	0	0	0.0%
Player Awards & Banquets	0	0	0	0	0.0%
Other	0	0	0	0	0.0%
Total Expense	3,350	3,150	4,575	11,075	99.8%
Net Gain or (Loss)	0	0	24	24	0.2%

Enrollment	2011	2012	2013	3 Year Average
Residents	35	33	32	33
Non-Residents	0	0	0	0
Total	35	33	32	33

2013-2014 Program Request Amount: **\$ 2,100.00**

**LEASE AGREEMENT BETWEEN THE TOWN OF WOLCOTT AND THE BASEBALL
ASSOCIATION OF WOLCOTT, INCORPORATED**

This Agreement effective April 1, 2014 by and between the Town of Wolcott, a Municipal Corporation in the County of new Haven and State of Connecticut referred to as "Lessor" acting herein by Ronald Cordeau, Chairman of the Park and Recreation Commission hereinafter called "Landlord" and the Baseball Association of Wolcott, Incorporated, a Corporation organized under the laws of the State of Connecticut acting herein by David Desaulniers, President hereinafter referred to as "Tenant".

The parties agree as follows:

1. **PREMISES:** Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and hereby agreed to be paid, kept and performed by Tenant does hereby lease to Tenant those premises including improvements referred to herein as the Leased premises, specifically referred to in the attached Schedule A.

2. **USE OF PREMISES:** The leased premises shall be used and occupied by Tenant, subject to the conditions herein contained in connection with its civic functions. In no event shall the lease premises be used or occupied by Tenant in any manner contrary to zoning regulations or recorded restrictions, if any.

3. **TERM, TERMINATION AND RENTAL:** The term of this lease shall be for a period of twenty-five (25) years commencing April 1, 2014 and ending on March 1, 2039.

This Lease is terminable by either party on 360 days written notice to the other party. Termination by the Landlord shall be upon the recommendation of Mayor and the affirmative vote as set forth herein of the Town Council, (or successor legislative body of the Town of Wolcott), upon determination by the Mayor and the Town Council that the termination of the Lease is for a necessary superior civic purpose. Furthermore, should Tenant suspend operation of baseball on the premises for any period during the baseball season, then this Lease is terminable by the Landlord upon thirty (30) days written notice to the Tenant. Should the Baseball Association of Wolcott, Inc. dissolve for any reason then this Lease shall terminate upon the date of dissolution.

The Baseball Association of Wolcott shall rent the premises each year and the rent shall be for \$1.00 per year payable in advance on April 1st of each year payable from the Tenant to the Landlord.

4. **MECHANICS LIENS:** Tenant shall not permit any Mechanics Liens to be filed against the lease premises or against the Tenant's leasehold interest in the premises by reason of any work, labor, services or materials supplied or claimed to have been supplied by the Tenant or anyone holding the lease premises through or under the Tenant. If any such Mechanic's Liens shall be at any time filed against the leased premises and tenant shall fail to remove the same within thirty (30) days thereafter, it shall constitute a default under the provisions of this Lease and the Lease shall immediately terminate.

5. **LIABILITY:** Landlord shall not be responsible to the Tenant for any injury or damage to person or property caused by electricity, hurricane, tornado, earthquake, flood, wind or similar storms and disturbances, nor water, rain or snow which may be upon any sidewalk or an entrance way or which may leak or flow from the roof of the concession stand or opening in any building on the leased premises; nor for loss resulting from theft or vandalism. Landlord shall not be liable for any personal injury to Tenant, its officers, agents, employees and invitees, nor for any occupant of any part of the leased premises, nor for any property of the Tenant or for any other occupant of any part of the lease premises, irrespective of how such injury or damage may be caused, except due to the negligence of the Landlord, its servants, agents, or employees, whether from actions of the elements or acts of negligence and Tenant agrees to indemnify the Landlord and hold it harmless from any loss, suit or action for personal injuries suffered by any guest, employee or invitee of the Tenant. Tenant agrees to be solely responsible for personal injury liability.

Tenant agrees to maintain General Liability Insurance policy with a combined Bodily Injury and Property Damage Limit of at least \$1,000,000.00 or in such higher amounts as are equal to Landlords Liability Limits. The Landlord is to be named as an additional insured on the Tenant's liability insurance policy during the term of the lease. Tenant agrees to provide a Certificate of Insurance to Landlord as evidence of such insurance including a reference to liability assumed by Tenant under this Lease and will provide a Certificate showing renewal of the expired coverage prior to expiration.

6. RIGHT OF ENTRY/ACCESS: Landlord, The Acquired Facilities Commission and Landlord's duly authorized agents employees and contractors shall have access to the leased premises at all reasonable times, upon reasonable advance notice to tenant, for the purpose of access to other property of the Landlord and for inspecting the same or as the Landlord shall elect to undertake for the safety, preservation, benefit or welfare of the premises. Landlord shall not unreasonably restrict Tenant's access to the leased premises.

7. CLOSING TIME: The Tenant shall not allow new innings to start after 10:30 p.m. and in no event shall the games be continued after 11:00 p.m. The floodlights and loudspeakers will be turned off promptly at 11:00 p.m. and the park will be closed promptly at 11:00 p.m.

8. ASSIGNMENT AND SUBLETTING: Tenant shall not assign or encumber this Lease, nor sublet the leased premises.

9. SURRENDER UPON TERMINATION: At the expiration of the lease term, Tenant shall surrender the leased premises in as good condition as they were at the beginning of the term, reasonable wear and tear excepted.

10. DEFAULT: The following events shall be deemed to be events of default by Tenant under this Lease: (I) If Tenant shall fail to pay any fixed or additional rent hereby reserved when due; (II) If Tenant shall fail to comply with any term, condition, or provision, or covenant of this lease, other than the payment of rent, and shall not cure such defect within ten (10) days after written notice thereof to Tenant; (III) If Tenant shall become insolvent, or shall make a transfer in fraud of its creditors, or shall make an assignment for the benefit of its creditors; (IV) If Tenant shall file a petition under any section or chapter of the Federal Bankruptcy Laws, or under any similar law, or statute, of any State; or tenant shall be adjudicated bankrupt or insolvent in proceedings filed against thereunder; (V) If a Receiver or Trustee shall be appointed for all or substantially all of the assets of Tenant; or (VI) If Tenant shall desert or vacate any substantial portion of the leased premises as set forth in Paragraph Three.

Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies (as well as any other remedies provided by law) without notice or demand whatsoever.

(a) Declare immediately due and payable the entire amount of the rent then remaining to be paid under this Lease for the balance of the lease term.

(b) Enter upon and take possession of the lease premises by summary proceedings.

(c) Forfeit and terminate this lease forthwith. In the event of such termination Tenant shall immediately surrender the leased premises to the Landlord and if Tenant fails to do so, Landlord may enter upon and take possession of the leased premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, and personal property or trade fixtures located therein.

Tenant hereby waives demand for rent, demand for possession, notice of forfeiture, notice of termination and any and all other demands or notices required by law.

11. NOTICES: Any notice under this lease shall be in writing and shall be deemed to be duly given if delivered personally or mailed by registered or certified mail,

addressed to the Landlord at the address which it receives rent and addressed to the Tenant at _____, Wolcott, Connecticut.

12. HEADINGS AND DEFINITIONS:

(a) It is agreed that the headings and phrases as to the contents of particular paragraphs of this lease are inserted only as a matter of convenience and for reference, and in no way to define, limit or describe the scope of intent of the particular paragraph to which they refer.

(b) Where in this instrument pronouns, or words indicating the singular number appear, such words shall be considered a masculine, feminine or neuter pronouns or words indicating the plural number and vice versa, where the context indicates in propriety of such use.

13. MODIFICATION: Landlord and Tenant agree that this Lease contains the entire agreement between them and shall not be modified in any manner except by an instrument in writing signed by each of them.

14. BENEFIT: This lease shall inure to the benefit of and be binding upon the Landlord and tenant and their respective heirs, executors, administrators, successors and such assigns and subleases as may be permitted hereunder.

15. TENANT CHARGES: Tenant agrees to bear all the costs of repairing the structures on the leased premises, and all utility costs to the leased property.

16. USE OF FACILITIES: Tenant may allow other athletic or civic organizations to temporarily or on a per diem basis use the facilities. However, the grassed fields shall only be used for baseball purposes. It is the intent of the Landlord and the Tenant to preserve the premises in good condition. Therefore, the baseball fields themselves should not be modified for other sports other than baseball. Should any other civic or athletic organizations request use of the facilities, that civic or athletic organization shall file a Certificate of Insurance showing the party requesting the use of the facilities is insured and shall name the Town of Wolcott as an additional insured. Should here come a time when a civic or athletic organization wishes to use the facilities and the Baseball Association of Wolcott is not using the facilities, the dispute of the fields shall ultimately rest with the Wolcott Park and Recreation Commission.

17. POLICE PROTECTION: The Tenant agrees to bear the costs of a police officer for its activities if needed as determined by the Acquired Facilities Commission.

18. FEES FOR USE OF BASEBALL FACILITIES: The Baseball Association of Wolcott, Inc. shall not charge any organization that uses the facility any fees for the use of that facility.

19. MAINTENANCE: Maintenance of the leased area will be the sole responsibility of the Baseball Association of Wolcott, Inc. during the time of its use.

20. RESTRICTION: The Baseball Association of Wolcott, Inc. will police the players from trespassing on private property of the neighboring land owners. The Baseball Association of Wolcott, Inc. will prevent the baseball players from loitering or littering. The Tenant is to build adequate parking so that the need to park on Nichols and Wolf Hill Road is eliminated.

21. ADDITIONS AND STRUCTURES ON LEASED PREMISES: All additions, changes, etc., are subject to building and zoning regulations.

This Lease consists of 21 Paragraphs, numbered consecutively.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 1st day and year above mentioned.

THE TOWN OF WOLCOTT

BY _____

THE BASEBALL ASSOCIATION
OF WOLCOTT, INC.

BY _____

SCHEDULE A

All that certain piece or parcel of land more particularly described on a certain map entitled "Map Showing Proposed Area to be leased to The Baseball Association, Inc., Nichols Road, Wolcott, Connecticut, Scale 1" = 50' dated December 8, 1988, prepared by Associates Surveys, 19 Business Park Drive, Branford, Connecticut 06405 to be recorded in the Wolcott Town Clerk's Office, described as follows:

Beginning at a point, said point being the northwesterly bound of land now or formerly of D'Ambrisi; thence southerly 539.16 feet along land of said D'Ambrisi; thence 85.67 feet westerly to a 30" oak along land of said D'Ambrisi; thence again westerly 79 feet more or less to a point; thence again westerly 103 feet more or less to a point; thence again westerly 113 feet more or less to a point; thence again southerly 197 feet more or less to a point; thence again westerly 186 feet more or less to a point; thence northerly 522 feet more or less to a point; thence easterly 216 feet more or less to a point; thence again northerly 58 feet more or less to a point; thence again easterly 77 feet more or less to a point; thence again easterly 116 feet more or less to a point; thence again 37 feet more or less to a point; thence again northerly 29 feet more or less to a point; thence again northerly 50 feet more or less to a point; thence again easterly 53 feet more or less to a point; thence again northerly 141 feet more or less to a point; thence again northerly 61 feet more or less to a point; thence again easterly 140 feet more or less to a point; thence again southerly 340 feet more or less to the point and place of beginning. The last eighteen courses bounding on land of the Town of Wolcott. Said parcel contains approximately twelve acres more or less.

Bounded:

Easterly and Southerly in part: By land now or formerly of D'Ambrisi.
Southerly in part, Westerly,
Northerly and Easterly in part: By land of the Town of Wolcott.