

TOWN OF WALLINGFORD, CONNECTICUT

**TOWN COUNCIL MEETING**  
Robert F. Parisi Council Chambers

**TUESDAY**  
**September 22, 2020**  
**6:30 P.M.**

**AGENDA**

The Town Council meeting of September 22, 2020 will take place REMOTELY only. It shall commence at 6:30 p.m. It is expected that the public will be permitted to comment on the Agenda items as instructed by the Chairman. Materials for this meeting will also be posted on the Town's website for viewing prior to the meeting. The meeting can be accessed through:

**<https://global.gotomeeting.com/join/140254613>**  
**YOU CAN ALSO DIAL IN USING YOUR PHONE:**  
**United States (Toll Free): 1-866-899-4679**  
**United States +1(571) 317-3116**  
**Access Code: 140-254-613**

**Live stream of the meeting will also be available on the Town of Wallingford You Tube Channel:**  
**<https://www.youtube.com/c/wallingfordgovernmenttelevision>**

**AGENDA**

Moment of Silence

1. Pledge of Allegiance
2. Roll Call
3. Consent Agenda
  - 3a. Consider and approve Tax Refunds totaling \$19,362.71 (#104-146)  
Acct. #1001001- 41020 - Tax Collector
  - 3b. Consider and approve Appropriation of funds in the amount of \$6,000 -  
Town Clerk

\$6,000 To: State Grant - Elections	Acct. #TBD
\$4,300 To: Overtime - Town Clerk	Acct. #10010650-51400
\$1,700 To: Reg. Wages - Town Clerk	Acct. #10010650-51000

- 3c. Consider and approve Appropriation of funds in the amount of \$4,939.00 to Revenue, Acct. #2324002-49000 and to Expenditures, Acct. #23240150-58252 – Y&SS
  - 3d. Acceptance of donation of funds from Wallingford Energy, LLC and consider and approve Appropriation of funds in the amount of \$7,500 to Revenue Account Donation, Fund #250 and to Expense Account Donation, Fund #250 – Fire Dept.
  - 3e. Consider and approve a Transfer in the amount of \$1,350 (FY 2019-2020) from Employee Pension and Benefits, Acct. #926 to Customer Records-Meter Reading Expense, Acct. #902 – Electric Div.
  - 3f. Consider and approve a Transfer in the amount of \$7,050 (FY 2019-2020) from Employee Pension and Benefits, Acct. #926 to Distribution Operations-Overhead Lines, Acct. #583 – Electric Div.
  - 3g. Consider and approve a Transfer in the amount of \$23,600 (FY 2019-2020) from Employee Pension and Benefits, Acct. #926 to Distribution Operations-Meter Expenses, Acct. #586 – Electric Div.
  - 3h. Consider and approve a Transfer in the amount of \$56,450 (FY 2019-2020) from Employee Pension and Benefits, Acct. #926 to Distribution Maintenance-Overhead Lines, Acct. #593 – Electric Div.
  - 3i. Acceptance of funds from U.S. Secret Service and consider and approve Appropriation of funds in the amount of \$1,103 to Misc. Revenue, Acct. #1009052-47040 and to Police Overtime, Acct. #10020050-51400 – Police Chief
  - 3j. Acceptance of Donations for Holiday for Giving program and consider and approve Appropriation of funds in the amount of \$3,930 to Revenue, Acct. #2134002-47152 and to Expenditures, Acct. #21340100-58830 – Y&SS
  - 3k. Consider and approve Lease Renewal Agreement between South Turnpike, LLC and the Board of Education for the Town of Wallingford for an additional five-year term commencing on May 1, 2021 and ending on April 30, 2026 for BOE offices at 100 South Turnpike Road – BOE
  - 3l. Approve Town Council Minutes of September 8, 2020.
4. **Items Removed from the Consent Agenda**
  5. **PUBLIC QUESTION & ANSWER PERIOD**
  6. 6:30 p.m. Public Hearing to Consider and Act on Amendments to Chapter 62, “Alcoholic Beverages, Article IV, Seasonal Outdoor Sidewalk Dining” of the Code of the Town of Wallingford.

7. Update on COVID-19 by Stephen Civitelli, Health Director
8. Executive Session pursuant to Section 1-200(6)(D) of the Connecticut General Statutes with respect to the purchase, sale and/or leasing of property – Mayor
9. Executive Session pursuant to Section 1-225(f) and Section 1-200(6)(B) of the CGS regarding strategy and negotiations with respect to the pending tax appeal matter of *South Turnpike, II, LLC v. Town of Wallingford* – Law Dept.
10. Discussion and Possible Action in the pending tax appeal matter of *South Turnpike, II LLC v. Town of Wallingford* as discussed in Executive Session – Law Dept.
11. Executive Session pursuant to CGS Section 1-200(6)(B) and Section 1-225(f) regarding strategy, negotiations and enforcement of a legal right with respect to a pending claim in the matter of *Town of Wallingford v. Quinnipiac Street Associates, LLC* – Law Dept.
12. Motion to consider and approve action regarding the pending claim as discussed in Executive Session – Law Dept.

*In accordance with Title II of the Americans with Disabilities Act- Individuals in need of auxiliary aids for effective communication in programs and services of the Town of Wallingford are invited to make their needs and preferences known to the ADA Compliance Coordinator at 203-294-2070 five days prior to meeting date.*



Town of Wallingford, Connecticut

RECEIVED  
MAYOR'S OFFICE

SEP 14 AM 11:26

JO-ANNE L. RUSCZEK, C.C.M.C.

TAX COLLECTOR

CHERYL BRUNDAGE C.C.M.C.

ASSISTANT TO THE TAX COLLECTOR

DEPARTMENT OF FINANCE

45 SOUTH MAIN STREET

P.O. BOX 5003

WALLINGFORD, CONNECTICUT 06492

TELEPHONE (203) 294-2135

FAX (203) 294-2137

30a

September 14, 2020

Honorable William W. Dickinson, Jr.  
Mayor, Town of Wallingford  
Wallingford, CT 06492

Re: Refund - Account #1001001-41020 - \$19,362.71 (#104-146)

Dear Mayor Dickinson:

Attached is a list of refunds for your approval and the approval of the Town Council:

Very truly yours,

Jo-Anne L. Ruscze  
Tax Collector

APPROVED:

William W. Dickinson, Jr., Mayor

James M. Bowes, Comptroller

104 Nissan Infiniti LT (AH73960)	275.00	19-0078592
105 Nissan Infiniti LT (AJ32501)	48.31	19-0078603
106 Nissan Infiniti LT (AJ89594)	80.77	19-0078620
107 Toyota Lease Trust (AK06451)	138.95	19-0089762
108 Toyota Lease Trust (AU51832)	334.37	19-0089911
109 Cosgrove, Jenie or Stephen	8.64	19-0058517
110 Miller, Scott A.	18.86	19-0076538
111 Dpietro Builders LLC	58.09	19-0040671
112 Hall, Peter or Cheryl	1592.32	19-0006462
113 Bejian-Jordan, Susanne or Jay	33.16	19-0053058
114 Bichunsky, Leo or Myrna	22.51	19-0053446
115 Ryan, Mark or Young, Stephen	20.87	19-0084787
116 Stancil, Ronald or Dorothea	29.28	19-0087682
117 Mackiewicz, Gail L.	5.93	19-0073961
118 Gamble, Dennis or Sandra	14.24	19-0064818
119 Scala, Edoardo, or Tracy	62.91	19-0085579
120 Thomas, Joseph D.	16.29	19-0089042
121 Stahura, Wilma R.	34.70	19-0087645
122 Rodgerts, Dennis R.	52.10	19-0084057
123 Mctague, Joseph or Patricia	14.85	19-0075876
124 Pires, Antonio or Lisa M.	6.05	19-0081765
125 Conforte, Frank or Lucille	32.31	19-0058108
126 Kremzar, Mario S.	13.72	19-0071781
127 Sandt, Maria J.	11.88	19-0085239
128 Sandt, Arthur W. Jr.	7.77	19-0085234
129 Sandt, Arthur W. Jr.	24.99	19-0085238
130 Oconnell, Erin A.	10.48	19-0079204
131 Martell, Thomas A. Jr.	14.30	19-0074670
132 Larson, Hope L. or Russell W. 2nd	8.32	19-0072377
133 Hourigan, Lynne A.	89.76	18-0068650
134 Aleksunes, Lenore D.	5.92	19-0050915
135 Cascio, Patricia	9.28	19-0056207
136 Jordan, Jay A.	59.02	19-0070102
137 Desanti, Karin J.	7.97	19-0060394
138 Occhibove, Pasquale	41.62	19-0079191
139 Chandler, Jordan or Ludmila	4413.54	19-0002737
140 Laffin, Heather	3078.09	19-0008219
141 Barbaro, Robert or Jean Rev. Trust	7424.48	19-0000971
142 Honda Lease Trust (AH23618)	367.39	19-0068235
143 Angelucci, Robert J. (CCAP)	87.57	19-0056572
144 Deme, William (Nissan)	456.24	19-0078564
145 Lobb, Doris (Nissan)	293.36	19-0078300
146 Underwood, Eleanor (Hyundai)	306.50	19-0069131
	<hr/>	
	19632.71	





RECEIVED  
MAYOR'S OFFICE

*Town of Wallingford, Connecticut* 20 SEP 15 4:46

BARBARA THOMPSON, CCTC  
TOWN CLERK

WALLINGFORD TOWN HALL  
45 SOUTH MAIN STREET  
WALLINGFORD, CONNECTICUT 06492

TELEPHONE (203) 294-2145  
FAX (203) 294-2150  
TOWNCLERK@WALLINGFORDCT.GOV

To: Mayor William W. Dickinson, Jr.  
From: Barbara Thompson, Town Clerk  
Date: September 14, 2020  
Subject: Appropriation of Funds

Dear Mayor,

We received \$6,000 from the Secretary of the State's office for the Primary; I would like to appropriate \$4,300 into my overtime account to use during the general election, and \$1,700 into regular wages for my seasonal part timer, for the general election.

We should be receiving an additional \$34,000 from the Secretary of the State's office within the next two weeks. I will be requesting this at a future date.

\$6,000 State Grant Elections # TBD - \$4,300 Overtime # 1001065051400  
\$1,700 Regular Wages # 100106505100

I would request that this be placed on the September 22<sup>nd</sup> Town Council agenda for consideration.

Thank you,

Barbara Thompson, CCTC









*Town of Wallingford, Connecticut*  
*Youth & Social Services*

RECEIVED  
MAYOR'S OFFICE  
20 SEP -2 AM 9:11

JANICE L. SERVER  
PROGRAM COORDINATOR  
KIMBERLY STEIN  
SOCIAL SERVICES CASEWORKER

MARION L. GRACEY  
COUNSELOR

KELLER L. SCHAFFER  
SECRETARY

6 FAIRFIELD BOULEVARD  
WALLINGFORD, CONNECTICUT 06492  
TELEPHONE (203) 294-2175  
FAX (203) 294-2703

August 28, 2020

Mayor William W. Dickinson, Jr.  
Town of Wallingford  
45 South Main Street  
Wallingford, CT 06492

Dear Mayor Dickinson:

The Project Graduation Committee was very successful with their fundraising efforts for Wallingford's Thirtieth Annual Project Graduation, the Town's all-night substance free party for 70% of Wallingford's graduating seniors. In order for the donated funds to be utilized for next year's Project Graduation efforts it will be necessary for the Town Council to re-appropriate these donations into the 2020-2021 Council On Substance Abuse budget for Project Graduation.

By this letter I am requesting that the Town Council at their next meeting consider this re-appropriation of \$4,939.00 of donated monies to the 2020-2021 Project Graduation Contributions account in the Council On Substance Abuse budget.

Therefore, I request to amend the Council On Substance Abuse revenue and expenditure budget as follows:

Revenue Account	#2324002-49000	\$4,939.00
Expenditure Account	#23240150-58252	\$4,939.00

Thank you for your action on the above. Please contact me if you have any questions.

Sincerely,

Ken Michaels  
Youth & Social Services

KM/kl

TOWN OF WALLINGFORD, CONNECTICUT

3d,

Honorable William W. Dickinson, Jr.  
Mayor, Town of Wallingford

Date: September 14, 2020

I. Request for:        transfer of funds  
XX appropriation of funds

Fund:        General Fund *MISC DONATIONS & GRANTS FUND #250*  
XX Other Title Wallingford Energy, LLC Donation

Amount: \$ 7,500.00 FROM        Title Revenue Account Acct. No. #TBD *- Fund #250*  
TO:        Donation

Amount: \$ 7,500.00 TO:        Title Expense Account Acct. No. #TBD *- Fund #250*  
       Donation

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by: [Signature]  
Department/Division Head Fire Chief

Certified as to the availability of funds:

[Signature]  
Comptroller

APPROVED -- subject to vote of the Town Council:

[Signature]  
Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

The transfer/appropriation of \$        as detailed and authorized above and as approved by a vote of the Town Council in session is hereby certified.

I hereby certify that this is the motion approved by the Town Council at its meeting of       , 19  .

        
Town Clerk



RECEIVED  
MAYOR'S OFFICE  
*Town of Wallingford, Connecticut*  
SEP 15 11 2 27

**RICHARD W. HEIDGERD**  
FIRE CHIEF

**JOSEPH J. CZENTNAR**  
DEPUTY FIRE CHIEF

**SAMUEL C. WILSON**  
DEPUTY FIRE CHIEF

DEPARTMENT OF FIRE AND EMERGENCY SERVICES  
75 MASONIC AVENUE  
WALLINGFORD, CONNECTICUT 06492-3019  
TELEPHONE (203) 294-2730

September 14, 2020

Mayor William W. Dickinson Jr.  
Town of Wallingford  
45 South Main Street  
Wallingford, CT 06492

Re: Acceptance and Appropriation of Wallingford Energy, LLC Donation

Dear Mayor Dickinson:

The Wallingford Fire Department has received a donation from Wallingford Energy, LLC in the amount of \$7,500.00. This contribution will be used to better our IT infrastructure for distance learning. With the impact of COVID-19, most modules have moved to distance learning via online study and testing. We have been struggling with mandatory continuing education for our fire and EMS services because our current infrastructure has been unable to support this new style of education.

The Wallingford Fire Department requests that the Wallingford Town Council accept this donation at their next council meeting. This requires the appropriation of these funds in the amount of \$7,500.00 to the following accounts:

To: Revenue Account  
Donations – Account #TBD

And

To: Expense Account  
Misc. Grants & Donations/Fire Department – Account # TBD

If this request meets with your approval, please place this item on the September 22, 2020 Town Council Agenda for acceptance by the Town Council.

Sincerely,

Richard W. Heidgerd  
Fire Chief

TOWN OF WALLINGFORD, CONNECTICUT

Honorable William W. Dickinson, Jr. Mayor  
Wallingford, CT 06492

Date: September 9, 2020

3e.

1. Request for  X  transfer of funds  
  appropriation of funds

Fiscal year 2019-2020

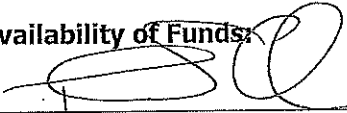
Funds: Electric  X  operating   capital project  
Water   operating   capital project  
Sewer   operating   capital project

\$  1,350  From:  Employee Pension and Benefits  Acct. No.  926

\$  1,350  To:  Customer Records-Meter Reading Expense  Acct. No.  902

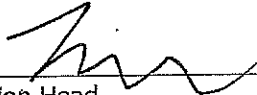
Explanation: See attached memo

Certified as to Availability of Funds:

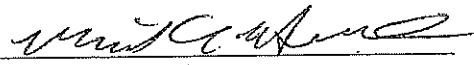
  
\_\_\_\_\_  
Office Manager

Date:  9.9.20

Submitted by:

  
\_\_\_\_\_  
Division Head

Date:  9/9/20

  
\_\_\_\_\_  
Department Head

Date:  9/9/20

Approved by vote of the Public Utilities Commission subject to the approval of the Mayor and Town Council

\_\_\_\_\_  
Chairman, Public Utilities Commission

Date: \_\_\_\_\_

Certified as to Availability of Funds:

\_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

Approved – subject to the approval of the Town Council

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

II Certification of the Financial Transaction:

The transfer or appropriation of \$ \_\_\_\_\_ as detailed and authorized above and as approved by a vote of the Town Council in session is hereby certified.

I hereby certify that this is the motion approved by the Town Council at its meeting of \_\_\_\_\_, 20\_\_\_\_.

Town Clerk

ITEM NO.  26-2   
PUC AGENDA  9/15/20



## Town of Wallingford, Connecticut

THOMAS SULLIVAN  
BUSINESS OFFICE MANAGER

DEPARTMENT OF PUBLIC UTILITIES  
ELECTRIC DIVISION  
BUSINESS OFFICE  
100 JOHN STREET  
WALLINGFORD CT 06492  
PHONE 203-294-2030  
FAX 203-294-2027

### Memo

To: Tony Buccheri, General Manager  
Cc: Richard Hendershot, Director of Public Utilities  
From: Thomas Sullivan, Business Office Manager  
Date: September 09, 2020  
Re: Fiscal 2019-2020 budget transfer  
Account 902 – Customer Records – Meter Reading

Attached for your review is a budget transfer seeking an additional \$1,350 in account 902 - Customer Records – Meter Reading. This account includes labor, overhead and supplies that are utilized in the Division's meter reading functions. The overhead expense is impacted by year-end adjustments to recognize sick, vacation and workers compensation absences in the work group. The activity for the year has been more than budgeted and in order to properly accrue the overheads at fiscal year-end, an additional \$1,350 is needed.

Funds are available for this transfer from account 926 - Employee Pension and Benefits where personnel vacancies and other savings have resulted in the account coming in under budget.

Please review the attached budget transfer and forward as appropriate for action by the Public Utilities Commission and Town Council.

ITEM NO. 2b-1  
PUC AGENDA 9/15/20

TOWN OF WALLINGFORD, CONNECTICUT

Honorable William W. Dickinson, Jr. Mayor  
Wallingford, CT 06492

Date: September 10, 2020

3F,

1. Request for  X  transfer of funds  
  appropriation of funds

Fiscal year 2019-2020


Funds: Electric  X  operating   capital project  
Water   operating   capital project  
Sewer   operating   capital project

\$  7,050  From:  Employee Pension and Benefits  Acct. No.  926

\$  7,050  To:  Distribution Operations-Overhead Lines  Acct. No.  583

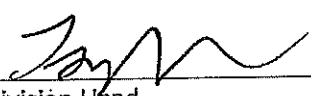
Explanation: See attached memo

Certified as to Availability of Funds:

  
\_\_\_\_\_  
Office Manager

Date:  9-10-2020

Submitted by:

  
\_\_\_\_\_  
Division Head

Date:  9/10/2020

  
\_\_\_\_\_  
Department Head

Date:  9/10/20

Approved by vote of the Public Utilities Commission subject to the approval of the Mayor and Town Council

\_\_\_\_\_  
Chairman, Public Utilities Commission

Date: \_\_\_\_\_

Certified as to Availability of Funds:

\_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

Approved -- subject to the approval of the Town Council

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

II Certification of the Financial Transaction:

The transfer or appropriation of \$ \_\_\_\_\_ as detailed and authorized above and as approved by a vote of the Town Council in session is hereby certified.

I hereby certify that this is the motion approved by the Town Council at its meeting of \_\_\_\_\_, 20\_\_\_\_.

Town Clerk

ITEM NO.  20-5   
PUC AGENDA  9/15/20



## Town of Wallingford, Connecticut

THOMAS SULLIVAN  
BUSINESS OFFICE MANAGER

DEPARTMENT OF PUBLIC UTILITIES  
ELECTRIC DIVISION  
BUSINESS OFFICE  
100 JOHN STREET  
WALLINGFORD CT 06492  
PHONE 203-294-2030  
FAX 203-294-2027

### Memo

**To:** Tony Buccheri, General Manager  
**Cc:** Richard Hendershot, Director of Public Utilities  
**From:** Thomas Sullivan, Business Office Manager  
**Date:** September 10, 2020  
**Re:** Fiscal 2019-2020 budget transfer  
Account 583 – Distribution Operations – Overhead Lines

Attached for your review is a budget transfer seeking an additional \$7,050 in account 583 - Distribution Operations – Overhead Lines. This account includes line department labor, overheard, supplies and tools that are utilized in operations work on the Division's overhead distribution lines. The overhead expense is impacted by year-end adjustments to recognize sick, vacation and workers compensation absences in the work-group. The activity for the year has been more than budgeted and in order to properly accrue the overheads at fiscal year-end, an additional \$7,050 is needed.

Funds are available for this transfer from account 926 Employee Pension and Benefits where personnel vacancies and other savings have resulted in the account coming in under budget.

Please review the attached budget transfer and forward as appropriate for action by the Public Utilities Commission and Town Council.

ITEM NO. 20-1  
PUC AGENDA 9/15/20



TOWN OF WALLINGFORD, CONNECTICUT

39.

Honorable William W. Dickinson, Jr. Mayor  
Wallingford, CT 06492

Date: September 9, 2020

1. Request for X transfer of funds Fiscal year 2019-2020  
     appropriation of funds

Funds: Electric X operating      capital project  
Water      operating      capital project  
Sewer      operating      capital project

\$ 23,600 From: Employee Pension and Benefits Acct. No. 926

\$ 23,600 To: Distribution Operations-Meter Expenses Acct. No. 586

Explanation: See attached memo

Certified as to Availability of Funds:

[Signature]  
Office Manager

Date: 9.9.20

Submitted by: [Signature]  
Division Head

Date: 9/9/20

[Signature]  
Department Head

Date: 9/9/20

Approved by vote of the Public Utilities Commission subject to the approval of the Mayor and Town Council

\_\_\_\_\_  
Chairman, Public Utilities Commission

Date: \_\_\_\_\_

Certified as to Availability of Funds:

\_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

Approved – subject to the approval of the Town Council

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

II Certification of the Financial Transaction:

The transfer or appropriation of \$ \_\_\_\_\_ as detailed and authorized above and as approved by a vote of the Town Council in session is hereby certified.

I hereby certify that this is the motion approved by the Town Council at its meeting of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Town Clerk

ITEM NO. 2d-2  
PUC AGENDA 9/15/20



## Town of Wallingford, Connecticut

THOMAS SULLIVAN  
BUSINESS OFFICE MANAGER

DEPARTMENT OF PUBLIC UTILITIES  
ELECTRIC DIVISION  
BUSINESS OFFICE  
100 JOHN STREET  
WALLINGFORD CT 06492  
PHONE 203-294-2030  
FAX 203-294-2027

### Memo

To: Tony Buccheri, General Manager  
Cc: Richard Hendershot, Director of Public Utilities  
From: Thomas Sullivan, Business Office Manager  
Date: September 09, 2020  
Re: Fiscal 2019-2020 budget transfer  
Account 586 – Distribution Operations – Meter Expense

Attached for your review is a budget transfer seeking an additional \$23,600 in account 586 - Distribution Operations – Meter Expense. This account includes labor, overhead, supplies and tools that are utilized in operations work on the Division's meters and metering equipment. The overhead expense is impacted by year-end adjustments to recognize sick, vacation and workers compensation absences in the work group. The activity for the year has been more than budgeted and in order to properly accrue the overheads at fiscal year-end, an additional \$23,600 is needed.

Funds are available for this transfer from account 926 - Employee Pension and Benefits where personnel vacancies and other savings have resulted in the account coming in under budget.

Please review the attached budget transfer and forward as appropriate for action by the Public Utilities Commission and Town Council.

ITEM NO. 2d-1  
PUC AGENDA 9/15/20

TOWN OF WALLINGFORD, CONNECTICUT

3h,

Honorable William W. Dickinson, Jr. Mayor  
Wallingford, CT 06492

Date: September 9, 2020

1. Request for  X  transfer of funds  
  appropriation of funds

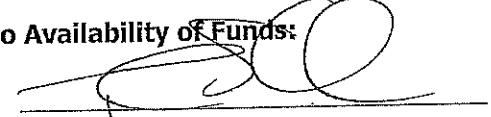
Fiscal year 2019-2020

Funds: Electric  X  operating   capital project  
Water   operating   capital project  
Sewer   operating   capital project


\$ 56,450 From: Employee Pension and Benefits Acct. No. 926

\$ 56,450 To: Distribution Maintenance-Overhead Lines Acct. No. 593

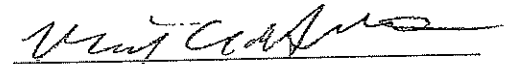
Explanation: See attached memo

Certified as to Availability of Funds:  
  
Office Manager

Date: 9.9.20

Submitted by:   
Division Head

Date: 9/9/20

  
Department Head

Date: 9/9/20

Approved by vote of the Public Utilities Commission subject to the approval of the Mayor and Town Council

\_\_\_\_\_  
Chairman, Public Utilities Commission

Date: \_\_\_\_\_

Certified as to Availability of Funds:

\_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

Approved – subject to the approval of the Town Council

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

II Certification of the Financial Transaction:

The transfer or appropriation of \$ \_\_\_\_\_ as detailed and authorized above and as approved by a vote of the Town Council in session is hereby certified.

I hereby certify that this is the motion approved by the Town Council at its meeting of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Town Clerk  
ITEM NO. 2e-2  
PUC AGENDA 9/15/20



## Town of Wallingford, Connecticut

THOMAS SULLIVAN  
BUSINESS OFFICE MANAGER

DEPARTMENT OF PUBLIC UTILITIES  
ELECTRIC DIVISION  
BUSINESS OFFICE  
100 JOHN STREET  
WALLINGFORD CT 06492  
PHONE 203-294-2030  
FAX 203-294-2027

### Memo

**To:** Tony Buccheri, General Manager  
**Cc:** Richard Hendershot, Director of Public Utilities  
**From:** Thomas Sullivan, Business Office Manager  
**Date:** September 09, 2020  
**Re:** Fiscal 2019-2020 budget transfer  
Account 593 – Distribution Maintenance – Overhead Lines

Attached for your review is a budget transfer seeking an additional \$56,450 in account 593 - Distribution Maintenance – Overhead Lines. This account includes line department labor, overhead, supplies and tools that are utilized in operations work on the Division's overhead lines. The overhead expense is impacted by year-end adjustments to recognize sick, vacation and workers compensation absences in the work group. The activity for the year has been more than budgeted and in order to properly accrue the overheads at fiscal year-end, an additional \$56,450 is needed.

Funds are available for this transfer from account 926 - Employee Pension and Benefits where personnel vacancies and other savings have resulted in the account coming in under budget.

Please review the attached budget transfer and forward as appropriate for action by the Public Utilities Commission and Town Council.

ITEM NO. 2E-1  
PUC AGENDA 9/15/20

31,

# Town of Wallingford

Honorable William W. Dickinson, Jr.  
Mayor, Town of Wallingford

Date: September 14, 2020

Request for:                    \_\_\_\_\_ Transfer of Funds  
      X          Appropriation of Funds

Fund:                              X          General  
    \_\_\_\_\_ Other

Amount: \$1,103.16        To: Misc. Revenue                    Account No: 1009052-47040

Amount: \$1,103.16        To: Police Overtime                    Account No: 10020050-51400

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by:

  
\_\_\_\_\_  
Division/Department Head  
  
\_\_\_\_\_  
Comptroller  
  
\_\_\_\_\_  
Mayor

Certified as to the availability of funds:

APPROVED: Subject to vote of Town Council

## II. CERTIFICATION OF FINANCIAL TRANSACTION:

The transfer/appropriation of \$\_\_\_\_\_ as detailed and authorized above and as approved by a vote of the Town Council in session hereby certified.

I hereby certify that this is the motion approved by the Town Council at its meeting of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Town Clerk



RECEIVED  
MAYOR'S OFFICE  
*Town of Wallingford, Connecticut*  
20 SEP 15 09:12:55  
*Department of Police Services*


WILLIAM J. WRIGHT  
CHIEF OF POLICE

135 NORTH MAIN STREET  
WALLINGFORD, CT 06492-3718  
TELEPHONE (203) 294-2828

---

## INTEROFFICE MEMORANDUM

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TO: MAYOR WILLIAM W. DICKINSON, JR.  
FROM: CHIEF WILLIAM J. WRIGHT   
DATE: SEPTEMBER 14, 2020  
SUBJECT: ACCEPTANCE OF OVERTIME REIMBURSEMENT FUNDS  
CC: MR. JAMES BOWES, COMPTROLLER

---

Sir,

Our agency has an officer assigned part-time to the United States Secret Service, investigating computer fraud and associated criminal violations.

From time to time, the officer so assigned incurs overtime expenses for work done while on the taskforce. For that overtime work, we are eligible for reimbursement up to a certain dollar amount over the course of the fiscal year.

We have now received reimbursement through an electronic transfer in the amount of \$1,103.16. I write to request that the funds be accepted by the Council and deposited into the account entitled Miscellaneous Revenue (Account 1009052-47040) and further, that our overtime expenditure account (Account 10020050-51400) be amended to reflect receipt of these funds as it is the account from which they were originally drawn from.

I have attached the requisite form for deposits and appropriations denoting the accounts to be adjusted. If any further information is needed, please let me know.

TOWN OF WALLINGFORD, CONNECTICUT

31

Honorable William W. Dickinson, Jr.  
Mayor, Town of Wallingford

Date: 9/15/2020

I. Request for:            transfer of funds  
  X   appropriation of funds

Fund:            General Fund *SPECIAL REV. FUND # 213*  
  X   Other Title Youth & Social Services Special Fund

Amount: \$3,930.00 TO: Title Revenue Acct. No. 2134002-47152

Amount: \$3,930.00 TO: Title Expenditures Acct. No. 21340100-58830

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by: W Dickinson  
Department/Division Head

Certified as to the availability of funds:  
[Signature]  
Comptroller

APPROVED -- subject to vote of the Town Council:  
W Dickinson  
Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

The transfer/appropriation of \$ \_\_\_\_\_ as detailed and authorized above and as approved by a vote of the Town Council in session is hereby certified.

I hereby certify that this is the motion approved by the Town Council at its meeting of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Town Clerk





*Town of Wallingford, Connecticut*  
*Youth & Social Services*

RECEIVED  
MAYOR'S OFFICE  
20 SEP 15 PM 2:30

**CRAIG S. TURNER**  
DIRECTOR

**JANICE L. SERVER**  
PROGRAM COORDINATOR

**KIMBERLY STEIN**  
SOCIAL SERVICES CASEWORKER

**MARION L. GRACEY**  
COUNSELOR

**KELLER L. SCHAFFER**  
SECRETARY

6 FAIRFIELD BOULEVARD  
WALLINGFORD, CONNECTICUT 06492  
TELEPHONE (203) 294-2175  
FAX (203) 294-2703

DATE: September 15, 2020  
MEMO TO: The Honorable William W. Dickinson, Jr., Mayor  
FROM: Youth & Social Services

I am writing to request an appropriation for the Department of Youth & Social Services Special Fund. This appropriation is for \$3,930.00 of donations that have been received for the Holiday for Giving program.

Therefore, we are requesting the following appropriation:

\$3,930.00	Rev. Acct. #2134002-47152	Donations
\$3,930.00	Exp. Acct. #21340100-58830	Expenditures

Thank you for your assistance in this matter.

Enclosure

# WALLINGFORD PUBLIC SCHOOLS

100 South Turnpike Road  
Wallingford, CT 06492  
203-949-6504 Fax 203-949-6555

3K

September 15, 2020

Honorable William W. Dickinson, Jr.  
Mayor, Town of Wallingford  
45 South Main Street  
Wallingford, CT 06492

Dear Mayor Dickinson:

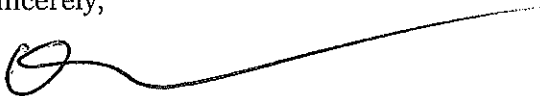
The Board of Education would like to request the following agenda item be added to the Town Council's September 22, 2020 meeting:

- Lease Renewal for Wallingford Board of Education offices at 100 South Turnpike Road

The Board of Education unanimously approved the Lease Renewal on 8/24/2020. Attached are the minutes for this meeting, the lease addendum, a summary of the changes to the lease, and a copy of the original lease.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Dominic Barone,  
Business Manager, CPA

CC: S. Menzo, J. Bowes, J. Small

**WALLINGFORD BOARD OF EDUCATION  
SPECIAL BOARD OF EDUCATION MEETING  
GOOGLE MEET  
MONDAY, AUGUST 24, 2020  
6:30 P.M.**

*The meeting was a closed meeting due to the COVID-19 virus.  
The meeting was live streamed on the link below.  
<https://www.youtube.com/wpsconnections/live>*

**Mission**

To inspire through innovative and engaging experiences that lead all learners to pursue and discover their personal best.

**Vision**

Wallingford Public Schools, in partnership with our families and community, will provide a safe, healthy, and supportive environment that ignites an enduring passion for excellence in every learner, so that each becomes a lifelong contributor to the local, national and global communities.

**MINUTES**

**CALL TO ORDER**

Ms. Hlavac, Chairperson called the meeting to order at 6:30 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

A roll call was made by Linda Lavelle, Clerk of the Board

**BOARD MEMBERS PRESENT VIA GOOGLE MEET**

ALLINSON, CASTELLI, CORSO, HLAVAC, PURSELL, RACCIO, ROSS, VOTTO

**BOARD MEMBERS ABSENT**

REYNOLDS

**STAFF MEMBERS PRESENT VIA GOOGLE MEET**

MENZO, BELLIZZI, LATORRE, BARONE, BONDI, DEPTULA, TURNER, VEILLEUX,  
LAVELLE, HAWTHORN

**OTHERS PRESENT VIA GOOGLE MEETING**

**C. COLLAZO, S. DOHERTY**

*Collazo exited the meeting at 6:56 p.m.*

*Doherty exited the meeting at 6:56 p.m.*

**STUDENT BOARD REPRESENTATIVES**

Student Board Representatives do not present during the summer.

**PRESENTATION OF AWARDS**

There were no awards presented at this meeting.

**QUESTION AND ANSWER SESSION**

There was not a Question and Answer Session due to a Virtual Meeting. Ms. Hlavac read an email below from Ms. Cherlyn Poindexter as requested.

*Good afternoon*

*I hope all is well. I sent you'll an email. I received feedback from only one Board member. Please read the email response I received from the Superintendent below.*

*Again I am very unhappy with the response from the Superintendent. Some Wallingford families received all their monies back. They also received all of their monies back in other District. As a matter of fact other tour companies in your District returned all monies back. Since your following suit with other District then you should be returning all our monies*

*I received a response from the insurance company and now they are saying they can not give me my money because I accepted a voucher. I have placed a called to them to dispute that assessment. The District and EF Tour told me that I had to accept the voucher in order to get my monies back. They told me that they were going to exchange my voucher with another student who is planning on going on this trip. I told them that my son wasn't going to go on this trip next year or anytime. The school has yet to partner us up with another family to purchase our voucher.*

*Once again I followed he guidance of the school and the tour company and it has cost me my insurance claim. I have the necessary communications. Please let me.*

*I have requested through the Superintendent office to be placed on the next agenda. I'm requesting that the BOE Chair read my letter Into the record. I would like to be heard and the Board should make a decision. Please go to EF Educational Tour website and read the numerous complaint. We didn't pick this Tour Company. The school did. I followed their lead and I am the only one out of monies.*

*I am sure all the other parties ( school district,EF Educational Tours, EF Tour, Insurance Companies, airlines, hotels and etc... all were reimbursed by Stimulates monies.*

*Please call me if you need any additional information. I can be reached at (203) 509-1864. Thank you.*

*Ms. Hlavac moved Item 13.3 up on the Agenda.*

Dr. Menzo invited both Sean Doherty, Executive Director of the YMCA and Carlos Collazo, Executive Director of the Ulbrich Boys and Girls Club to share information on the new middle school program that has been developed to help families with childcare needs at the middle school level. The YMCA will host the program at Dag Hammarskjold and the Ulbrich Boys and Girls Club will host the program at James H. Moran Middle School. The programs will begin on September 3, 2020 and be held daily from 11:15 a.m. to 6:00 p.m. and will be held in the cafeteria. School hours conclude at 2:30 p.m. and students will be allowed to do their homework or engage in activities provided by the YMCA or Ulbrich Boys & Girls Club staff members. Ulbrich programs include robotics, legos remote control and arts and music. Ulbrich is working to establish a partnership with the Yale Glee Club. The YMCA will offer STEM, recreational and other activities. The fee will be \$25.00 per day, but financial assistance will be available for those families who may need assistance. Ms. Hlavac thanked Mr. Collaza and Mr. Doherty for being a partner to the school district. Dr. Menzo also extended his appreciation.

**DISCUSSION AND POSSIBLE ACTION ON THE ESTABLISHMENT OF A PARTNERSHIP INVOLVING AFTER SCHOOL PROGRAMMING FOR MIDDLE SCHOOL STUDENTS WITH THE WALLINGFORD YMCA AND THE ULBRICH BOYS AND GIRLS CLUB**

**MOTION: ROSS, SECOND BY CORSO**

**VOTE: UNANIMOUS APPROVAL TO ESTABLISH A PARTNERSHIP INVOLVING AFTER SCHOOL PROGRAMMING FOR MIDDLE SCHOOL STUDENTS WITH THE WALLINGFORD YMCA AND THE ULBRICH BOYS AND GIRLS CLUB**

**MOTION TO GO INTO EXECUTIVE SESSION FOR DISCUSSION OF RENEWAL OF A LEASE FOR CENTRAL OFFICE AND DISCUSSION OF APPOINTMENT OF CANDIDATES FOR TEACHING POSITIONS AT 6:56 P.M.**

**MOTION: ALLINSON, SECOND BY CORSO**

**VOTE: UNANIMOUS APPROVAL TO GO INTO EXECUTIVE SESSION FOR DISCUSSION OF RENEWAL OF A LEASE FOR CENTRAL OFFICE AND DISCUSSION OF APPOINTMENT OF CANDIDATES FOR TEACHING POSITIONS AT 6:56 P.M.**

**BOARD MEMBERS PRESENT IN EXECUTIVE SESSION VIA GOOGLE MEET**

**ALLINSON, CASTELLI, CORSO, HLAVAC, PURSELL, RACCIO, ROSS, VOTTO**

**STAFF MEMBERS PRESENT IN EXECUTIVE SESSION VIA GOOGLE MEET**

**MENZO, BELLIZZI, LATORRE, BARONE**

**OTHERS PRESENT IN EXECUTIVE SESSION**

**NONE**

**MOTION TO COME OUT OF EXECUTIVE SESSION AT 7:32 P.M.**

**MOTION: ROSS, SECOND BY CORSO**

**VOTE: UNANIMOUS APPROVAL TO COME OUT OF EXECUTIVE SESSION AT 7:32 P.M.**

*Meeting reconvened at 7:32 p.m.*

**CONSENT AGENDA**

**MOTION TO ACCEPT ITEMS 7.1 - 7.8 ON THE CONSENT AGENDA**

**MOTION: ROSS, SECOND BY CASTELLO**

**VOTE: Unanimous approval to accept items 7.1 – 7.8 as listed below:**

Approval to Accept Board of Education Meeting Minutes - July 22, 2020  
Approval to Accept Special Board of Education Meeting Minutes - July 30, 2020  
Approval to Accept Special Board of Education Meeting Minutes - August 6, 2020  
Approval to Accept Special Board of Education Meeting Minutes - August 13, 2020  
Approval to Accept Special Board of Education Meeting Minutes - August 18, 2020  
Approval to Accept a Monetary GIFT from the Fred Ulbrich Memorial Fund, % Liliana Ulbrich, Ulbrich Stainless Steel & Specialty Metals, Inc. 153 Washington Avenue, North Haven donated to the WPS - Center for Innovation and Design - An Aerospace Experience to Mars. Value - \$2,500.00  
Approval to Accept a GIFT of 700 Student Backpacks with school supplies inside and hand sanitizer donated to the Wallingford Public Schools from Amazon, 425 South Cherry Street facility, Wallingford. Value - \$5,000.00  
Approval to Accept a Monetary Gift from Eversource Energy donated to Pond Hill Elementary School to replace the Pond Hill fence and move the playground. Value - \$50,000.00

**ITEMS REMOVED FROM THE CONSENT AGENDA**

There were no items removed from the Consent Agenda.

**CORRESPONDENCE**

Mr. Ross shared that the Wallingford Public Schools received an extremely generous monetary donation from the Fred Ulbrich Memorial Fund of Ulbrich Stainless Steel & Specialty Metals, Inc. donated to the Center for Innovation and Design - An Aerospace Experience to Mars. The District also received a gift of 700 student backpacks with school supplies inside and hand sanitizer from Amazon, the South Cherry Street facility. Mr. Ross continued stating Pond Hill Elementary School also received an extremely generous monetary gift from Eversource Energy which will be used to replace the Pond Hill Elementary School fence and move the playground. Mr. Ross thanked the donors on behalf of the Board of Education and expressed how grateful and appreciative the Board is to receive such gifts.

## **COMMITTEE REPORTS**

### **A.C.E.S. Representative**

Mr. Votto shared that he sent the Board of Education members the re-opening plan for all of the ACES Schools. If you have any questions please contact him.

### **Business Think Tank**

Mrs. Castelli stated there was not a Business Think Tank meeting.

### **STEM Steering Committee**

Mrs. Allinson reported there was not a STEM Steering Committee meeting.

### **PTAC Update**

Mrs. LaTorre shared that the first System-wide PTAC meeting of the new school year will be held on September 15, 2020.

### **PPS PTAC Update**

Mrs. Turner shared that there was a PPS PTAC meeting held recently to review the Special Education Reopening plans. The committee is meeting with CPAC tomorrow evening to plan the PPS PTAC schedule based on the surveys received from parents regarding topics they would like to see presented over the new school year.

### **Plan of Conservation Development**

Mr. Reynolds was not in attendance.

### **Food Services Strategic Plan Committee**

Mr. Bondi reported there was not a Food Service Strategic Plan Committee meeting.

### **Four School Window Replacement Project**

Mr. Deptula reported that the project is complete and the only update is the leak that was reported in the overhang of the student entrance was repaired.

## **OLD BUSINESS**

There was no old business brought before the Board.

## **INSTRUCTIONAL COMMITTEE**

## **APPROVAL OF APPOINTMENT OF CANDIDATES TO TEACHING POSITIONS**

**MOTION: CORSO, SECOND BY PURSELL**



**VOTE:** Unanimous approval that the Board of Education approve the appointment of the following candidates to teaching positions for the 2020-2021 school year, contingent upon proper Connecticut certification, as recommended by the Superintendent of Schools:

**Highland Elementary School**

Librarian/Media Specialist	Raeshelle Percival
----------------------------	--------------------

**Mark T. Sheehan High School**

Mathematics	Kevin Rockwell
-------------	----------------

**Pupil Personnel Services**

Integrated Preschool	Amanda Roma
----------------------	-------------

**Moses Y. Beach Elementary School**

Kindergarten	Briana D'Amico
--------------	----------------

**E. C. Stevens School**

Kindergarten	Amy Michalowski
--------------	-----------------

Grade One	Karen Coppola
-----------	---------------

**One Year Contracts:**

**Lyman Hall High School**

.6 English	Megan Bucknall
------------	----------------

Biology	Julia Meurice
---------	---------------

**Moses Y. Beach School**

Grade 2	Jennifer Rochefort
---------	--------------------

**Pond Hill School**

Grade 4	Jackelyn Porto
---------	----------------

**Mary G. Fritz School**

Grade 4	Timothy O'Connor
---------	------------------

**OPERATIONS COMMITTEE REPORT**

Mrs. Allinson reported there was not an Operations Committee meeting in August and there was nothing new to report.

**APPROVAL OF A RENEWAL OF A LEASE FOR CENTRAL OFFICE**

**MOTION:** CASTELLI, SECOND BY CORSO

**VOTE:** Unanimous approval to accept a renewal of a lease for Central Office.

**APPROVAL OF 2020 - 2021 TUITION RATES FOR OUT OF DISTRICT STUDENTS**

**MOTION:** ALLINSON, SECOND BY CASTELLI

**VOTE:** Unanimous approval to Accept the 2020 - 2021 Tuition Rates for Out of District Students, Elementary - \$12,246, Middle - \$12,924, High - \$14,339.

Mr. Barone shared that this is the per pupil cost for any out of district students, this is a 1.5% increase over last year's tuition rates.

Mrs. Allinson shared that Mrs. Koepfer reached out to her looking for an update on the Electric Bus possibility as part of our study of sustainable practices. Mr. Barone stated that he has been in contact with Durham Bus Services and the Wallingford Electric Division. Durham is very interested in looking into this and they will have more information at the next Operations Committee Meeting scheduled for September.

**NEW BUSINESS**

There was no new business brought before the Board.

**ADMINISTRATION REPORT**

Dr. Menzo reported the following:

- Lyman Hall High School received a donation of an ADA compliant ramp for graduation from Mr. Jeff Wolcheski & the Carpenters Union Local 326. Value - \$195.00
- Mark T. Sheehan High School received a donation of facial masks for the class of 2023 from Aline & Samantha Dwyer. Value - \$418.72
- Mark T. Sheehan High School Library Media Center received a monetary gift from Wallingford Community Women, Sally Tremaine. Value - \$75.00 Dr. Menzo thanked everyone for the donations.
- Today, August 24th teachers and staff members returned to work. The focus of Professional Development was health and wellness and workshops on technology. A number of videos were created for staff members to review as they come back to work. Mrs. LaTorre recorded an interview with Dr. Bannick on mask wearing, shield wearing, hand washing, and clothing. Another video was done by Dr. Menzo and Mr. Steve Civitelli on the decision tree of what would occur if someone comes down with COVID-19. A video was also done with Dr. Menzo and Marc Depula on facilities in regards to cleaning protocols and ventilation.
- Professional Development for the week includes racism, social emotional development, curriculum work and technology work. Next week will be more flexible giving teachers the time to plan for the start of school.
- On September 1st there will be a virtual meet and greet.

- We are maintaining low class sizes in all of the schools.
- Those who signed up for Voluntary Distance Learning will be contacted by your building principal to pick up your Chromebook or iPad and materials next Monday, Tuesday or Wednesday.
- The Central Office Team has been working very hard. Dr. Menzo thanked everyone for all of their efforts to open schools.
- Finding bus monitors for each bus has proved to be challenging, Durham has been working very hard trying to fill all positions. We are putting bus monitors on the largest bus routes and Special Education will have monitors.
- The district is working with the police department to look at traffic flow and crossing guard needs as school begins, and walker and parent drop off traffic increase.
- The district is working on adding building substitutes at all of the schools and hoping to have at least one at each school. The district is also looking for lunch and recess aides as well.
- Dr. Menzo will continue with the Parent Communication.

**ANNOUNCEMENTS**

Tuesday September 8, 2020  
Monday, September 14, 2020

Instructional Committee  
Operations Committee

**via Google Meet**  
6:30 p.m.  
6:30 p.m.

**DATE OF THE NEXT MEETING**

Monday, September 28, 2020

Board of Education

**via Google Meet**  
6:30 p.m.

**ADJOURNMENT**

**MOTION TO ADJOURN THE MEETING AT 8:02 P.M.**

**MOTION: ALLINSON SECOND BY CORSO**

**VOTE: UNANIMOUS APPROVAL TO ADJOURN THE MEETING AT 8:02 P.M.**

\_\_\_\_\_  
**Ray** **Secretary**





**ADDENDUM Re: LEASE RENEWAL**

THIS LEASE ADDENDUM, dated the 8<sup>th</sup> of September, 2020, between **SOUTH TURNPIKE, LLC** of 323 North Avenue, Bridgeport, Connecticut 06606, hereinafter referred to as the "Landlord", and **Board of Education for the Town of Wallingford**, of 100 South Turnpike Road, Wallingford, Connecticut, hereinafter referred to as the "Tenant",

**WITNESSETH:**

WHEREAS, the Board of Education for the Town of Wallingford, the Tenant, wishes to renew the Lease of 100 South Turnpike Road, Wallingford, Connecticut, upon the terms and conditions set forth herein; and

WHEREAS, South Turnpike, LLC the Landlord, agrees to the renewal of the Lease upon the terms and conditions set forth herein.

NOW THEREFORE the parties agree to a renewal of the Lease dated May 26, 2016, attached hereto as schedule A, between the parties, as follows;

- 1) Pursuant to Article 35 of the Lease, the Board of Education for the Town of Wallingford is opting to renew the Lease for an additional five-year term, commencing on May 1, 2021 and ending on April 30, 2026.

- 2) The base rent for the term shall be payable without set-off or deduction of any kind, monthly in advance on the first day of each calendar month for the term hereof, in installments as follows:

<b>Period</b>	<b>Monthly Rent</b>	<b>% Increase</b>
May 1, 2021 through April 30, 2022	12,413.06	0%
May 1, 2022 through April 30, 2023	12,661.32	2%
May 1, 2023 through April 30, 2024	12,661.32	0%
May 1, 2024 through April 30, 2025	12,914.54	2%
May 1, 2025 through April 30, 2026	12,914.54	0%

- 3) Articles 3.01, 15.01, 15.06 and 36 are amended to provide for a 21 day grace period for the Landlord's receipt of payment of the rent.
- 4) Notwithstanding that this renewal is for five years, the Tenant shall have the right to terminate this Lease beginning at the end of the third year upon four months written notice, on the following conditions;
- a) The Tenant is terminating the Lease only because it is moving into an existing Town building or into a newly constructed Town building; and



- b) The Tenant provides the Landlord with written notice of the early termination not less than four (4) months prior to the early termination and date; and
  - c) The Tenant is not in default under the Lease Agreement or any modifications or extensions thereof.
- 5) Except as provided herein, all terms and conditions of the Lease shall remain in effect and are binding on the parties hereto.

IN WITNESS WHEREOF, the said Parties have hereunder set their hands and seals the day and year first above written.

Witness

Wanda Skuya  
Maria Regoli

SOUTH TURNPIKE, LLC, Landlord

BY: [Signature]

Duly Authorized

Town of Wallingford  
Board of Education

BY: \_\_\_\_\_

Duly Authorized



# Summary of Board of Education Lease Renewal

The BOE approved the proposed lease renewal at the Special Board of Education meeting on August 24, 2020.

1. Term of the lease renewal is up to five years
  - a. Term is a five year lease with the ability to terminate lease if the central office is moved to a town building after year 3.
  
2. Rent - increase percentages are as follows: 0/2/0/2/0 - see table below:  
Current monthly rent is \$12,413.06.

Period	Monthly Rent	% Increase
May 1, 2021 through April 30, 2022	12,413.06	0%
May 1, 2022 through April 30, 2023	12,661.32	2%
May 1, 2023 through April 30, 2024	12,661.32	0%
* May 1, 2024 through April 30, 2025	12,914.54	2%
* May 1, 2025 through April 30, 2026	12,914.54	0%

\* Board can terminate if we move into a town building.

The 3 year lease proposed by the landlord would have been a 3% increase annually.

3. Miscellaneous Edits
  - a. Rent will be due 21 days after receiving the bill.
  - b. Current contract rent is due seven (7) days after receiving bill

**LEASE AGREEMENT**

THIS LEASE, dated the 20<sup>th</sup> May of ~~April~~ 2016, between ICHIBAN PROPERTIES, LLC of 323 North Avenue, Bridgeport, Connecticut 06606, hereinafter referred to as the "Landlord", and Board of Education for the Town of Wallingford, of 100 South Turnpike Road, Wallingford, Connecticut hereinafter referred to as the "Tenant",

**WITNESSETH:** That the Landlord hereby demises and Leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord, for the term and upon the rentals hereinafter specified, the Premises described as follows, situated in the Town of Wallingford, County of New Haven and State of Connecticut, known as 100 South Turnpike Road, Wallingford, Connecticut consisting of approximately 13,276 square feet in the building located and parking area adjacent thereto, as more specifically described in **Schedule A and B.** hereinafter collectively referred to as the "Premises" or "Demised Premises."

**TERM:** The term of this demise shall be for five year(s) beginning May 1, 2016, and ending on April 30, 2021.

**RENT:** The base rent for the demised term shall be payable without set-off or deduction of any kind monthly in advance on the first day of each calendar month for the term hereof, in installments as follows:

- (a) from May 1, 2016 through April 30, 2017, \$11,063.33 per month;
- (b) from May 1, 2017 through April 30, 2018, \$11,063.33 per month;
- (c) from May 1, 2018 through April 30, 2019, \$12,169.67 month;
- (d) from May 1, 2019 through April 30, 2020, \$12,169.67 per month;
- (e) from May 1, 2020 through April 30, 2021, \$12,413.06 per month;

Together with additional rental as specified hereinafter, at the office of the Landlord or as may be otherwise directed by the Landlord in writing. Rent for any partial month shall be pro-rated.

Tenant shall pay to Landlord the first month's rent and the security deposit as set forth in Article 20 hereof upon execution of this Lease.

**THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:**

**Article 1**  
**PEACEFUL POSSESSION**

1.01 - The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the term aforesaid.

1.02 - It is a condition of this Lease that the Landlord herein continue to honor and make current payments on The Assignment and Assumption Agreement they have entered into dated \_\_\_\_\_, regarding a Lease between 43 Hall Avenue LLC and The Wallingford Board of Education dated 5/13/13, for the Assignment of Leases as to 43 Hall Avenue Wallingford, Connecticut (see **Schedule C attached hereto**). It is hereby agreed that should the Landlord herein default on any payment or terms of the Assigned Lease Agreement and same has not been cured within a reasonable period of time, for 43 Hall Avenue Wallingford, Connecticut, then the Tenant herein may at its option terminate this lease at its sole discretion.

**Article 2**  
**USE**

2.01 - The Tenant covenants and agrees to use the Demised Premises as a municipal government building and office and agrees not to use or permit the Premises to be used for any other purpose without the prior written consent of the Landlord endorsed herein.

**Article 3**  
**DEFAULT IN PAYMENT OF RENT; ABANDONMENT OF PREMISES**

3.01 - The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of the non-payment of said rent, or any installment thereof, at the time and in the manner above provided, and if the same shall remain in default for Seven (7) days after becoming due, or if the Tenant shall be dispossessed for non-payment of rent, or if the leased Premises shall be deserted or vacated, the Landlord may

deem the same an Event of Default hereunder, and shall be entitled to any and all remedies as set forth in Article 15 hereof. The Tenant agrees to pay, as additional rent, all reasonable attorney's fees and other expenses incurred by the Landlord in enforcing any default of the obligations under this Lease by the Tenant.

**Article 4**  
**SUBLETTING AND ASSIGNMENT**

4.01 - The Tenant shall not sub-let the Demised Premises nor any portion thereof, nor shall this Lease be assigned by the Tenant without the prior written consent of the Landlord, which consent may not be unreasonably withheld, delayed or conditioned by Landlord, provided said use is authorized by Section 2.01

4.02 - If Landlord consents to any sublease of the Premises, or any part thereof, Tenant shall in consideration therefore pay to Landlord, as additional rent, 100% of any amount received by Tenant in excess of the rent hereunder

**Article 5**  
**CONDITION OF PREMISES**

5.01 – The Landlord represents and warrants that the mechanical systems (to include but not be limited to HVAC, plumbing, electrical, sewage, ventilation, sprinklers and physical structure (to include but not be limited to the roof, windows, exterior walls and outside pavement) are all in reasonable condition and good working order. Landlord and Tenants duty of repair and maintenance are set forth fully in Article 30 herein.

5.02 The Tenant has examined the Demised Premises, and accepts them with the above representations of the Landlord in their present condition. The Tenant shall keep the Demised Premises in good condition, and shall redecorate, paint and renovate the said Premises as may be necessary to keep them in repair and in good appearance. The Tenant shall quit and surrender the Premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to said Premises without the prior written consent of the Landlord. All erections, alterations, additions and

improvements, whether temporary or permanent in character, which may be made upon the Premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep said Premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter.

**Article 6**  
**MECHANICS' LIENS**

6.01 - In the event that any mechanics' lien is filed against the Premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty days' notice to the Tenant, may deem the same an Event of Default, as set forth in Article 15 hereof, and/or may pay the said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said lien, as additional rent hereunder.

**Article 7**  
**GLASS**

7.01 - Unless caused by the landlord or its agents, the Tenant agrees to replace at the Tenant's expense any and all glass that may become broken in and on the Demised Premises.

**Article 8**  
**LIABILITY OF LANDLORD**

8.01 - Except for negligence, or acts or omissions of Landlord (or Landlord's agents, contractors or employees), the Landlord shall not be responsible for the loss of or damage to the Demised Premises or to property, or injury to persons, occurring in or about the Demised Premises, by reason of any existing or future condition, defect, matter or thing in said Demised Premises or the property of which the Premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property.

The Tenant agrees to indemnify and save the Landlord harmless from claims and

liability for losses of or damage to property, or injuries to persons occurring in or about the Demised Premises, other than those caused by the negligence, or intentional acts or omissions of Landlord (or Landlord's agents, contractors or employees).

8.02 - During the term of this Lease Agreement and all options, renewals or extensions thereof, the Tenant shall at all times indemnify Landlord for, defend Landlord against, and save Landlord harmless from, any liability, loss, cost, injury, damage or other expense whatsoever that may occur or be claimed by or with respect to any person(s) or property on or about the Demised Premises and resulting directly or indirectly from the use, misuse, occupancy, possession of the Demised Premises by the Tenant or any subtenants or other persons claiming through or under the Tenant (but not for anything that results from the intentional acts, or omissions or negligence of Landlord (or Landlord's agents, contractors or employees), or their respective agents, employees, licensees, invitees, guests or such other persons, or from the condition of the Demised Premises. The Tenant shall, at its sole cost and expense, defend against any and all such actions, claims and demands and shall indemnify the Landlord for all costs, expenses and liabilities it may incur in connection therewith. The Landlord shall not in any event whatsoever be liable for any injury or damage to the Demised Premises or to the Tenant or to any subtenants or other persons claiming through or under Tenant or their respective agents, employees, licensees, invitees, guests or to other person(s) or to any property of any such person(s), except for injury or damage resulting from an intentional act, or omission or negligence of Landlord (or Landlord's agents, contractors or employees). The Tenant shall not make any claim or demand upon or institute any action against the Landlord as a result of such injury or damage.

8.03 - Except for intentional acts or omissions or negligence by the Landlord or his agents, the Landlord and Landlord's agents, representatives and employees shall not be liable for any damage to the property of the Tenant or of others, nor for the loss of or damage to any property of the Tenant by theft or otherwise. Landlord and Landlord's agents, representatives and employees shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the building or from the pipes or plumbing



works or from the roof, street or subsurface or from any other place or by dampness or by any other cause whatsoever; nor shall Landlord and Landlord's agents, representatives and employees be liable for any damage caused by any other tenants or persons. Nothing herein shall negate the Landlord's obligations with respect to repairs and replacements.

8.04 - Tenant shall reimburse and compensate Landlord as additional rent within seven (7) days after rendition of a statement for all expenditures made concerning damages or fines sustained or incurred by the Landlord due to nonperformance or noncompliance with or breach or failure to observe any term, covenant or condition of this Lease Agreement or of any applicable law, rule or regulation upon Tenant's part to be kept, observed, performed or complied with.

8.05 - The Tenant shall give immediate notice to the Landlord in case of accidents in or around the Demised Premises and of defects therein or in any fixtures or equipment.

**Article 9**  
**SERVICES AND UTILITIES**

9.01 - Utilities and services furnished to the Demised Premises for the benefit of the Tenant shall be provided and paid for as follows: water by the Tenant; gas by the Tenant; electricity by the Tenant; heat by the Tenant; refrigeration by the Tenant; hot water by the Tenant; water and sewer use by Tenant; sewer assessment by the Tenant prorated for the lease term; air conditioning by the Tenant; trash removal by the Tenant.

9.02 - The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

**Article 10**  
**RIGHT TO INSPECT AND EXHIBIT**

10.01 - The Landlord, or its agents, shall have the right to enter the Demised Premises with 24 hours notice to the Tenant at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the

occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the Premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the Premises to prospective tenants, and may place the usual "To Let" signs thereon.

**Article 11**  
**OBSERVATION OF LAWS, ETC.**

11.01 - The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the Demised Premises. The Tenant agrees not to do or permit anything to be done in said Premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof.

**Article 12**  
**SIGNS**

12.01 - No sign, advertisement or notice shall be affixed to or placed upon any part of the Demised Premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord, which approval shall not be unreasonable withheld. All signs approved by the Landlord must be erected by the Tenant in complete conformance with all applicable laws and ordinances.

**Article 13**  
**SUBORDINATION, APPROVAL AND ATTORNMENT**

13.01 - The Landlord reserves the right and privilege to subject and subordinate this Lease, and all renewals, modifications, extensions, consolidations and replacements thereof, at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the

Demised Premises (the holder of any such mortgage hereinafter referred to as "mortgagee"). This Lease shall be subject to, and is hereby subordinated to, all present and future mortgages.

13.02 - Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees (which instruments shall contain reasonable non-disturbance clauses)

13.03 - Tenant shall, in the event of the sale or assignment of Landlord's interest in the Demised Premises, or in the event of any proceedings brought for the foreclosure of any mortgage covering the Demised Premises, attorn to and recognize such purchaser or mortgagee as Landlord under this Lease and in any such events, the Landlord named herein shall not thereafter be liable on this Lease. This shall not relieve the Landlord of liability for its acts prior to said assignment.

#### Article 14 RULES AND REGULATIONS

14.01 - The rules and regulations regarding the Demised Premises, affixed to this Lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the Demised Premises.

#### Article 15 TENANT'S DEFAULT

15.01 - The following shall be defined and deemed as an "Event of Default":

(i) If the Tenant fails to pay required installments of rent or additional rent within seven (7) days of the due date of the same, without the necessity of any prior written notice by Landlord; or

(ii) If the Tenant shall default in the performance or observance of any other term,

covenant or condition to be performed or observed by Tenant under this Lease and if Tenant shall fail to cure said default within thirty (30) days after receipt of notice of said default from Landlord, or if said default shall reasonably require longer than thirty (30) days to cure, if Tenant shall fail to commence to cure said default within thirty (30) days after receipt of notice thereof and continuously prosecute the curing of the same to completion with due diligence; or

(iii) If there shall be a default on the Tenant's part under any other lease covering other premises demised by Landlord to Tenant or to any Guarantor hereof, or under a lease which is guaranteed by any Guarantor hereof; or

(iv) If Tenant shall make an assignment of Tenant's property for the benefit of creditors or shall commence the institution of any proceedings relating to Tenant or Tenant's property under any bankruptcy or insolvency laws of any jurisdiction or shall petition to any court for, or consent to, the appointment of a receiver, trustee or assignee of Tenant or any part of Tenant's property; or

(v) If Tenant shall be declared bankrupt or insolvent according to law; or

(vi) If any bankruptcy or insolvency proceedings shall be commenced against Tenant and shall not be dismissed within sixty (60) days thereafter; or

(vii) If a receiver, trustee or assignee shall be appointed without the consent of Tenant in any bankruptcy or insolvency proceedings for Tenant or the property of Tenant and shall not be discharged within ninety (90) days thereafter; or

(viii) If, as a result of any failure by Tenant to perform or observe any of the terms, covenants or conditions to be performed or observed by Tenant under this Lease, a breach or default shall have occurred and be continuing under any superior lease or mortgage.

The word "Tenant" as used in the preceding subsections of this Article shall mean the then holder of the Tenant's interest in this Lease hereunder and/or any Guarantor(s) and/or other persons who or which are liable for Tenant's obligations under this Lease. The words "Landlord" and "Tenant"

as used in subparagraph (iii) of this Article shall mean any person, firm or entity controlled by, under common control with, or controlling the Landlord or the "Tenant" (as defined in the preceding sentence) under this Lease, respectively; and for the purposes of interpreting this sentence the word "control" shall be deemed to mean capable of directing the business activities and direction of such person, firm or entity. Any defaults in Tenant's liabilities or obligations under this Lease occasioned by any acts or failures to act by any persons having or claiming any right, title and interest in or to the Demised Premises by, through or under Tenant, shall be deemed the default of Tenant hereunder. If this Lease is terminated pursuant to this Article, Tenant waives the benefit of any laws exempting property from liability for rent or for debt.

15.02 - In the case of the occurrence of any Event of Default and the expiration of a period of time to cure hereinbefore provided, the Landlord shall have the immediate right of reentry and may remove all persons and property from the Demised Premises by summary process proceedings, and all sums due hereunder including, but not limited to, Base Rent, from the date of the Event of Default until the end of the term or the end of any exercised option period shall immediately, at Landlord's option, be due in full from Tenant to Landlord. Landlord shall always herein have a duty to mitigate any damages alleged to be caused by Tenant's default. In addition, in the event of the occurrence of any Event of Default (a) Landlord shall have the right to terminate, at Landlord's option, either the right to possession under this Lease or the Lease itself, by giving written notice to Tenant and upon the giving of said notice, the right to possession shall cease and/or this Lease and the term hereof and any options or extensions shall cease and expire on the date set forth in said notice as if said date were the expiration date originally set forth herein; and/or (b) Landlord may from time to time, whether or not this Lease or the right to possession be terminated, make such alterations and repairs as may be reasonably necessary in order to re-let the Premises or any part(s) thereof for such term or terms (which may extend beyond the term of this Lease) and at such rental(s) and upon such other terms and conditions as Landlord in Landlord's sole discretion may deem advisable; upon each such re-letting all rentals received by the Landlord from such re-letting shall be applied as follows: (i) to the payment of any indebtedness (other than rents due hereunder) of Tenant to Landlord; (ii) to the

payment of any costs and expenses of such reletting, including, without limitation, brokerage fees (at no greater than customary rates in the area in which the Premises is located) and reasonable attorney's fees and of the cost of such alterations and repairs; (iii) to the payment of rents due and unpaid hereunder; (iv) the residue, if any, shall be held by Landlord and applied in payment of future rents and other payments required to be made by Tenant hereunder as the same may become due and payable hereunder, with the right reserved to Landlord to bring such action(s) or proceeding(s) for the recovery of any deficits remaining unpaid without being obliged to await the end of the term for a final determination of Tenant's account; and the commencement or maintenance of any one or more actions shall not bar Landlord from bringing other or subsequent actions for further accruals pursuant to the provisions of this Article.

15.03 - If this Lease or the right of Possession is terminated pursuant to this Article, the Landlord shall have the right to the Premises by summary process proceedings or any other legal remedy available to Landlord.

15.04 - Notwithstanding the above, Landlord shall have a duty to mitigate any damages caused by any Tenant default. If such rental received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly subject to Landlord's right of action(s) or proceeding(s) as aforesaid. No such reentry or taking possession of the Demised Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease or right to possession unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

15.05 - In the case of Tenant default, the Landlord shall have the right to pursue any and all damages that may be available at law or in equity.

15.06 - Notwithstanding anything to the contrary set forth herein, and in addition to all rights and remedies afforded Landlord herein, in the event any payment of rent is not received by Landlord within seven (7) days after the due date of the same, Tenant shall pay to Landlord a late charge of five (5%) percent of said overdue payment in order to defray the anticipated costs and damages and lost

opportunities which the Landlord is likely to incur.

**Article 16**  
**NOTICES**

16.01 - All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Demised Premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by certified mail, addressed to the Tenant at the Demised Premises, or to leave a copy thereof with a person of suitable age found on the Premises, or to post a copy thereof upon the door to said Premises. Notices from the Tenant to the Landlord shall be sent by certified mail or delivered to the Landlord at the place hereinbefore designated for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

All notices to the Tenant shall be mailed certified to:

Wallingford Superintendent  
100 South Turnpike Road  
Wallingford, CT 06492

With a copy to:

Town of Wallingford  
Department of Law  
45 South Main Street  
Wallingford, CT 06492

**Article 17**  
**BANKRUPTCY, ETC.**

17.01 - It is further agreed that if at any time during the term of this Lease the Tenant shall make any assignment for the benefit of creditors, or be deemed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this Lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable

hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenant's legal representatives.

**Article 18**  
**HOLDING OVER BY TENANT**

18.01 - In the event that the Tenant shall remain in the Demised Premises after the expiration of the term of this Lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof, and in that event the Tenant shall pay monthly use and occupancy in advance at twice the rate provided herein (unless another amount is agreed upon in writing by the parties) as effective during the last month of the demised term, representing a liquidated sum agreed by the Landlord and Tenant to represent, as the parties look forward, costs and damages to Landlord contemplated to be incurred due to Tenant holding over, plus all additional rent provided herein.

**Article 19**  
**EMINENT DOMAIN; CONDEMNATION**

19.01 - If the property or any part thereof wherein the Demised Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

**Article 20**  
**SECURITY DEPOSIT**

20.01 - The Tenant shall this day deposit with the Landlord the sum of \$ 0 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this Lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, without interest, provided the Tenant has fully and faithfully carried



out all of said terms, covenants and conditions on Tenant's part to be performed.

In the event of a bona fide sale, subject to this Lease, the Landlord shall have the right to transfer the security to the purchaser for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this Lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

**Article 21**  
**DELIVERY OF LEASE**

21.01 - No rights are to be conferred upon the Tenant until this Lease has been signed by the Landlord, and an executed copy of the Lease has been delivered to the Tenant.

**Article 22**  
**INTENTIONALLY OMITTED**

**Article 23**  
**LEASE BINDING ON SUCCESSORS, ETC.**

23.01 - All of the terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this Lease by notifying the executor or administrator of the Tenant at the Demised Premises.

**Article 24**  
**TENANT'S OBLIGATION TO PERFORM**

24.01 - This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in

connection with a National Emergency declared by the President of the United States or by reason of the conditions of supply and demand which have been or are affected by war.

**Article 25**  
**AMENDMENTS; CAPTIONS**

25.01 - This instrument may not be changed orally.

25.02 - All captions contained herein are for reference purposes only and are not binding or all inclusive.

**Article 26**  
**TENANT'S REMEDY**

26.01 –Provided Landlord has procured all insurances required to be obtained on Landlord's part pursuant to this Lease Agreement, and except as concerns Landlord's obligations contained herein including the obligation to repair and maintain the Demised Premises, Tenant's remedy against Landlord for an alleged Landlord breach or violation of this Lease Agreement or for any other loss or damage that Tenant may claim the Landlord is responsible for under and by virtue of this Lease Agreement and Tenant's use and occupancy of the Demised Premises, shall be ;

a.) Landlord's assignment (subject to the consent and approval of all applicable Insurers and mortgagees) to Tenant of the applicable portion of Landlord's insurance proceeds, and/or

b.) a cash payment by Landlord of any adjudicated sum to satisfy such loss or damage, and/or Landlord's assignment to Tenant of Landlord's interest in the Premises.

c.) injunction or declaratory order of the Superior Court.

d.) If the Landlord shall fail to perform or comply with any term hereof or any duty or obligation imposed upon it by this Lease including but not limited to failure to make necessary repairs or replacements of the roof, the Demised Premises Structural parts of the building, water and sewer lines and asphalt parking lot and such default shall continue for a period of 60 days after written notice to the Landlord provided said period may be extended if the duty or obligation of Landlord is being

pursued within reasonable diligence by the Landlord, Tenant may exercise all available legal rights including but not limited to termination of this Lease for failing to make necessary repairs or replacements in accordance with the terms herein.

It is specifically acknowledged that Tenant may not look to the Landlord personally for damages in connection with this Lease so long as the Landlord has committed no intentional acts or omissions and/ or no negligence.

26.02 - In no event shall Tenant have the right to terminate this Lease, except as provided herein, as a result of Landlord's default and Tenant's remedy shall be limited to those remedies specifically set forth herein.

**Article 27**  
**Net Lease**

27.01 - It is the intention of the parties that the rent payable hereunder shall be Net to Landlord, so that this Lease shall yield to Landlord the Net annual rent specified herein during the term of this Lease, and that all costs, expenses, except those as to maintenance and repair specified herein, relating to the demised premises shall be paid by Tenant, except as specifically stated otherwise in this Lease. The Tenant specifically agrees to pay all personal property taxes attributed to the Tenant's use of the Demised Premises and all license fees arising out of the conduct of Tenant's business on the Demised Premises.

**Article 28**  
**INSURANCE**

28.01 - During the term of this Lease Agreement and all options, renewals or extensions thereof, the Tenant, at Tenant's sole cost and expense, and for the mutual benefit of Landlord and Tenant, (naming the Landlord as "additional named insured "and" loss payee" shall carry and maintain in full force throughout the term of this lease and thereafter so long as Tenant is in occupancy of any part of the Premises, the following insurance:

a.) Commercial General Liability policy with limits of One Million (\$1,000,000.00) Dollars per occurrence and names the Landlord as an additional insured. Tenant shall provide Landlord with

evidence of insurance.

28.02 - All of said insurances shall be written by an insurance carrier reasonably acceptable to the Landlord. All of the aforementioned policies and insurance shall name the Landlord as named insured or loss payee, as the case may be. The Tenant shall deliver certificates of said insurances, duly executed from the carrier furnishing the same, and evidence of payment of the premium of such policy or policies, within fifteen (15) days from the date of the execution of this Lease Agreement. Said certificates of said insurance policies shall provide a clause requiring the insurance carrier to notify the Landlord at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

28.03 - Landlord and Tenant hereby releases the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Each of Landlord and Tenant agrees that its policies will include such a clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

28.04 - At all times herein it shall be the Landlord's duty and obligation to insure the building structure and property and not the Tenant's as to replacement or repairs.

**Article 29**  
**FIRE AND CASUALTY DAMAGE AND**

### RESTORATION OF THE DEMISED PREMISES

29.01 - In the event the Demised Premises shall be damaged by fire or other casualty and less than 50% thereof shall be rendered partially untenable, unless the damage occurs within the last two (2) years of the term of this Lease the Landlord shall, at Landlord's own cost and expense, proceeding with all reasonable dispatch, cause the damage to be repaired and the monthly rental shall be abated proportionately (provided, however, if such damage or destruction is due to the fault or neglect of the Tenant or Tenant's agents, employees, visitors or licensees, without prejudice to any other rights and remedies of the Landlord and without prejudice to the rights of subrogation of Landlord's insurer, there shall be no abatement of rent) as to the portion of the Demised Premises rendered untenable.

In the event the building in which the Demised Premises is contained shall be damaged by fire or other casualty and fifty (50%) percent or more thereof shall be rendered untenable by reason of such occurrence, regardless of the time remaining in the term of this Lease, the Landlord may, at Landlord's own cost and expense, proceeding with all reasonable dispatch, cause such damage to be repaired and the monthly rental shall abate (provided, however, if such damage or destruction is due to the fault or neglect of the Tenant or Tenant's agents, employees, visitors or licensees, without prejudice to any other rights and remedies of the Landlord and without prejudice to the rights of subrogation of Landlord's insurer, there shall be no abatement of rent) until the Demised Premises have been restored and rendered tenable, or Landlord may at its option terminate this Lease by giving Tenant written notice of termination within sixty (60) days from the date of such occurrence and, in the event of such termination, the monthly rental shall be adjusted as of the date of such occurrence.

29.02 - In the event the Landlord elects or shall be obligated to repair or restore any damage or destruction as aforesaid, the scope of work shall be limited to the building and leasehold improvements in effect on the commencement date of this Lease, subject, however, to zoning laws and building codes then in existence; and the Tenant shall forthwith replace and/or fully repair and restore all of the Tenant's signs, trade fixtures, equipment, display cases, inventory and other property

originally provided by Tenant. In no event shall the Landlord's monetary obligations hereunder exceed insurance proceeds actually received by Landlord from all applicable insurance policies.

29.03 - The Landlord shall have no obligation to restore fixtures, improvements or other property of the Tenant.

29.04 - The Tenant shall immediately notify the Landlord in case of fire or other damage to the Demised Premises and shall promptly assist Landlord in Landlord's filing proofs of loss with the relevant insurance companies.

29.05 - Notwithstanding anything herein to the contrary the following terms shall supersede and govern any conflicting terms herein. Should the Demised Premises be damaged by wind, fire, water, explosion or act of God or other casualty the Landlord shall repair such damages and put the Premises in good condition as rapidly as possible subject to the following terms;

29.06 Should the Premises be rendered untenable, in whole or in part to the extent of more than 50% or more of the Premises or Building, such that it is impracticable to conduct Tenant's business therein regardless of the year of the lease, the Tenant shall have the right to cancel the Lease if all repairs are not completed and a certificate of occupancy issued within 120 days from the date of loss. The rent shall be abated for the area that is untenable until all the damages have been repaired in full by the Landlord.

**Article 30**  
**REPAIRS AND MAINTENANCE OF THE DEMISED PREMISES**

30.01 - Tenant agrees, at Tenant's sole cost and expense, to make all necessary or required non-structural repairs, and improvements to the Demised Premises, and agrees to maintain the Demised Premises in good order and condition. Said repairs shall include, but shall not be limited to, repairs, and improvements to the non-load-bearing walls of the Demised Premises; to the ceilings (but not the roof, except to the extent any roof damage may be caused by Tenant, its agents, employees, licensees, etc.); to the floor coverings; to the non-structural portions of the window frames, window

sashes, doors and door frames;; and to the electrical, heating, ventilation and air conditioning systems which service the Demised Premises exclusively. Nothing herein shall obligate the Tenant to replace any of the above only repair and maintain. Tenant shall be responsible for snow removal, landscaping, lawn maintenance, sweeping the parking lot, keeping the premises free of debris and removal of garbage. Tenant further agrees to keep the Demised Premises in a neat and clean condition and to maintain the Demised Premises in good order, condition and repair.

The Landlord agrees to make all necessary or required repairs, maintenance, replacements of the Demised Premises structural systems which are defined as load-bearing walls and columns, its roof, water and sewer lines, asphalt driveway and HVAC units to the Demised Premises which exceeds \$1,000.00. The Tenant shall be responsible for any repair or replacement which cost is less than \$1,000.00 per system during the lease term, however said provision shall not include roof repairs as those shall be exclusively a Landlord obligation. Notwithstanding the foregoing, the Tenant agrees to make all required replacements and improvements to the Demised Premises, structural or otherwise, necessitated by any act of negligence or default under this Lease of Tenant and Tenant's agents, employees and/or invitees. All repairs, restorations, replacements and improvements shall, to the extent possible, be at least equivalent in quality to the original work or property replaced, as the case may be. Tenant shall not commit or suffer to be committed any waste upon or about the Demised Premises.

30.02 – Landlord and Landlord's agents, representatives and employees shall not be liable for any damage to the property of the Tenant or of others, nor for the loss of or damage to any property of the Tenant by theft or otherwise. Landlord and Landlord's agents, representatives and employees shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the building or from the pipes or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause whatsoever; nor shall Landlord and Landlord's agents, representatives and employees be liable for any damage caused by any other tenants or persons.

**Article 31**  
**INTENTIONALLY OMITTED**

**Article 32**  
**COMPLIANCE WITH LAWS**

32.01 – If Tenant receives notice of any violation of law, ordinance, rule, order, or regulation applicable to the Demised Premises, it shall give prompt notice thereof to Landlord. Tenant shall, at its expense, comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities having jurisdiction of the Demised Premises and with any direction made pursuant to law of any public officer or officers which shall, with respect to the occupancy, use or manner of use of the Demised Premises or to any abatement of nuisance caused by Tenant, impose any violation, order or duty upon Landlord or Tenant arising from Tenant's occupancy, use or manner of use of the Demised Premises or any installations made therein by or at Tenant's request or required by reason of a breach of any of Tenant's covenants or agreements hereunder.

**Article 33**  
**ENVIRONMENTAL STATUS**

33.01 - Landlord represents that there has been no discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste on the Demised Premises as of the date of Tenant's entry into possession thereof. During the term of this Lease and any modifications or extensions of the lease, Tenant shall permit no discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste including, without limitation, asbestos onto the Demised Premises or the property of Landlord of which it is a part. Any such discharge, spillage, uncontrolled loss, seepage or filtration shall be cleaned up by Tenant in accordance with procedures satisfactory to the Commissioner of Environmental Protection of the State of Connecticut and to Landlord.

33.02 – Tenant shall provide Landlord with copies of any notifications to the Commissioner of Environmental Protection or any other governmental regulatory agency submitted or required to be submitted by Tenant respecting the Demised Premises. Tenant shall immediately notify Landlord of



the contents of any oral report Tenant is required to make or makes to the Connecticut State Police, the Connecticut Department of Environmental Protection or any other state agency with respect to any discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste on the Demised Premises.

33.03 – At the conclusion of the term of this Lease or any modifications or extension thereof, Tenant shall submit (if applicable) a negative declaration to Landlord pursuant to the provisions of Connecticut Public Act No. 95-183 or any successor statute. Said declaration shall state that there has been no discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste including asbestos on the Demised Premises, or that any such discharge, spillage, uncontrolled loss, seepage or filtration has been cleaned up in accordance with procedures approved by the Commissioner of Environmental Protection of the State of Connecticut or determined by him to pose no threat to human health or safety or the environment which would warrant containment and removal or other mitigation measures, and that any hazardous waste which remains on site is being managed in accordance with Chapters 445 and 446k of the Connecticut General Statutes and regulations adopted thereunder, and in accordance with any other law or regulation which shall then be applicable. Failure or inability of the Tenant to provide said negative declaration, or the presence of any state of facts on the Demised Premises contravened by said declaration, shall entitle the Landlord to recover damages from the Tenant for all clean up and removal costs and direct damages arising therefrom, including reasonable attorney's fees incurred in the enforcement of this Article.

**Article 34**  
**TENANT'S AUTHORITY**

34.01 – The Tenant warrants and represents, with full knowledge that the Landlord is relying on the truth and accuracy of the same, that the individual executing this Agreement is the duly authorized officer, agent or representative of the Tenant with full authority to execute this Lease Agreement and bind the Tenant to carry out the terms stated herein.

**Article 35**  
**OPTION TO RENEW**

35.01 - Provided the Tenant is not in default under this Lease Agreement or any modifications or extensions thereof, the Landlord grants the Tenant one five-year option to renew this Lease on the same terms and conditions as contained herein, except that the amount of the annual rental shall be increased by two (2%) percent each year above the prior year base rent. The Tenant shall be responsible for any increase in insurance and taxes from the prior year, which will remain fixed throughout the option.

Said option to renew this Lease Agreement shall be exercised by written notice from Tenant to Landlord not less than six (6) months prior to the expiration of the original term, WITH TIME BEING OF THE ESSENCE, in which event the successive term shall begin on the date of expiration of the then existing term provided the parties have agreed to the annual rental within 90 days of Tenant's written notice.

**Article 36**  
**LATE CHARGES**

The Landlord shall be entitled to a service charge of five (5%) percent of the overdue amount in the event any amount due under any terms of this Lease is not paid within Seven (7) days of the due date. Said service charge shall continue to be charged until the full amount due is fully paid

**Article 37**  
**NON APPROPRIATIONS PROVISION**

The Tenant shall have a right to terminate this Lease in the event sufficient funds for said Lease are not appropriated as part of the Board of Education's annual budget. A non-appropriation cannot be for convenience and must be based upon legitimate and substantial budget constraints and the Tenant may not locate to another building that is not owned by the Town of Wallingford. Tenant shall so advise Landlord no later than May 31<sup>st</sup> of any year that the next fiscal year's approved budget does not include an appropriation of rent for the Demised Premises. In such event, the Tenant's obligations under the Lease shall terminate on June 30<sup>th</sup> thereafter.

**Article 38**  
**GENERAL TERMS**

37.01 – Except as provided herein this Lease is intended to be and constitutes the final, complete and exclusive agreement regarding the subject matter of this Lease Agreement and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into and superseded by this Lease. No parol or extrinsic evidence of any kind and no course of dealing or usage of trade or course of performance shall be used to vary, contradict, supplement or add to the terms of this Lease Agreement. An exception to this section herein is the attached Schedule C Assignment and Assumption Agreement as to 43 Hall Avenue Wallingford, Connecticut which is made a part of and condition to this Lease.

37.02 - No amendment, modification, termination or waiver of this Lease or any of its provisions shall be valid unless it is in writing and signed by the party against which such amendment, modification, termination or waiver is sought to be enforced.

**Article 39**  
**SURVIVAL**

38.01 - All representations, warranties, covenants and agreements contained in this lease agreement shall survive its execution and delivery and any and all performance in accordance with this Lease Agreement.

**Article 40**  
**GOVERNING LAW**

39.01 - This Lease Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut without regard or reference to choice of law provisions or rules.

**Article 41**  
**RULE OF CONSTRUCTION**

40.01 - The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement. References to a section without further attribution shall refer to the section of this Lease Agreement. When indicated by the context, each number, both singular and plural, includes all numbers, and each gender includes all genders.

**Article 42**  
**SEVERABILITY**

41.01 - If any one or more of the provisions of this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease Agreement and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been included in this Agreement.

**Article 43**  
**EXECUTED COUNTERPARTS**

42.01 - This Lease Agreement may be executed and delivered in any number of counterparts or copies ("Counterparts") by the Parties to this Lease Agreement. When each Party has signed and delivered (by fax, email or otherwise) at least one Counterpart to the other Party to this Lease Agreement, each Counterpart shall be deemed an original and, taken together, the Counterparts shall constitute one and the same Lease Agreement, which and shall be binding and effective.

IN WITNESS WHEREOF, the said Parties have hereunder set their hands and seals the day and year first above written.


Witness

Donna Skuya

\_\_\_\_\_

ICHIBAN PROPERTIES, LLC, Landlord

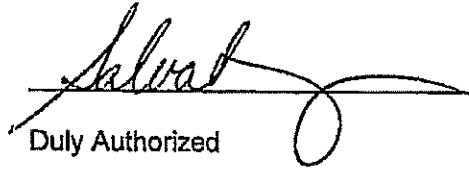
By:



Duly Authorized

Town of Wallingford  
Board of Education

BY:



Duly Authorized

Elizabeth Napolitano

Linda Reynolds

31,

TOWN OF WALLINGFORD, CONNECTICUT  
TOWN COUNCIL MEETING

**HELD REMOTELY  
at GoToMeeting.com**

TUESDAY  
SEPTEMBER 8, 2020  
6:30 P.M.  
RECORD OF VOTES & MINUTES

The Town Council Meeting on Tuesday, September 8, 2020 was called to order at 6:30 p.m. There was a moment of silence and the Pledge of Allegiance was said. Councilors in attendance were Craig C. Fishbein, Joseph A. Marrone, III, Gina Morgenstein, Christopher K. Shortell, Christina Tatta, Jason Zandri and Chairman Vincent Cervoni. Councilors Thomas Laffin and Vincent F. Testa were absent. Mayor William W. Dickinson, Jr., Town Attorney Gerald Farrell, Sr. and Comptroller James Bowes were also present (BY TELECONFERENCE).

1. Pledge of Allegiance
2. Roll Call
3. Consent Agenda
  - 3a. Consider and approve Tax Refunds totaling \$37,145.75 (#30-103)  
Acct. #1001001- 41020 - Tax Collector
  - 3b. Acceptance of Automated External Defibrillator Device donated by Ulbrich Stainless Metals through Mr. Michael Papale of In a Heartbeat Foundation valued at approximately \$1,000 – Police Dept.
  - 3c. Acceptance of donation from Ashlar Village Association of Masonicare and consider and approve Appropriation of funds in the amount of \$2,500 to Revenue Account – Ashlar Village Association, Acct. #250-TBD and to Expense Account – Misc. Grants & Donations – Fire, Acct. #250-TBD – Fire Dept.
  - 3d. Consider and approve a Transfer in the amount of \$8,350 (FY 2019-2020) from Distribution Plant-Services, Acct. #369 to Distribution Plant – Leased Property- Private Lights Acct. #372 – Electric Div.
  - 3e. Consider and approve a Transfer in the amount of \$52,200 (FY 2019-2020) from Fuel or Power Purchased for Pumping, Acct. #43100623 to Injuries and Damages, Acct. #43100925 – Water Div.
  - 3f. Consider and approve a Transfer in the amount of \$23,200 (FY 2019-2020) from Maintenance of Hydrants, Acct. #43100677 to Employee Pension/Benefits, Acct. #43100926 – Water Div.

- 3g. Consider and approve a Transfer in the amount of \$26,800 (FY 2019-2020) from Miscellaneous Expense, Acct. #46100643 to Employee Pension/Benefits, Acct. #46100926 – Sewer Div.
- 3h. Consider and approve a Transfer in the amount of \$49,000 (FY 2019-2020) from Maintenance of Collection System, Acct. #46100673 to Interest on Long Term Debt, Acct. #46100427 – Sewer Div.
- 3i. Consider and approve a Transfer in the amount of \$2,600 (FY 2019-2020) from Cont. Accrued Expenses, Acct. #10019000-58821 to Unemployment Insurance, Acct, #12100-52970 – Human Resources
- 3j. Acceptance of Donation from Dino’s Modern Barbershop and consider and approve Appropriation of funds in the amount of \$1,125 to Revenue Donations – Police, Acct. #2502002-47152 and to Expense Donations - Police, Acct. #25020050-58830-10135 – Police Dept.
- 3k. Approve Town Council Minutes of August 18, 2020.

**MOTION WAS MADE TO APPROVE CONSENT AGENDA ITEMS 3a.-3k.**

**MADE BY: SHORTELL  
SECONDED BY: FISHBEIN  
VOTE: ALL AYE  
MOTION: PASSED**

4. **Items Removed from the Consent Agenda: *None***

5. **PUBLIC QUESTION & ANSWER PERIOD**

There were no questions from the public.

6. Consider and approve adding TAB Computer Systems, Inc., estimated expenditures \$18,000, to the FY 2020-2021 Bid Waiver List – Fire Dept.

*In Attendance: Richard Heidgerd, Fire Chief  
Samuel Wilson, Deputy Fire Chief*

**MOTION WAS MADE TO APPROVE adding TAB Computer Systems, Inc., estimated expenditures \$18,000, to the FY 2020-2021 Bid Waiver List.**

**MADE BY: SHORTELL  
SECONDED BY: MARRONE**

Deputy Chief Wilson stated IT service was chosen to use TBNG for the Fire service going forward. He explained they had to stay with TAB Computers one more year to finish the ongoing upgrades.

<b>ROLL CALL VOTE:</b>	<b>SHORTELL: YES</b>
<b>FISHBEIN: YES</b>	<b>TATTA: YES</b>
<b>LAFFIN: ABSENT</b>	<b>TESTA: ABSENT</b>
<b>MARRONE: YES</b>	<b>ZANDRI: YES</b>
<b>MORGENSTEIN: YES</b>	<b>CERVONI: YES</b>

7-AYE  
2-ABSENT  
**MOTION: PASSED**

7. 6:30 p.m. Public Hearing to Consider and Act on Amendments to Chapter 43, "Purchasing" of the Code of the Town of Wallingford.

Councilor Shortell stated this goes into work that started prior to COVID to raise the threshold on bid waivers. He asked what other towns do. Mr. Bowes and Mr. Amadeo, Purchasing Agent, provided a list of 20 towns and what their bid threshold was and the average was \$18,000. Councilor Shortell indicated they asked for more data and received 39 more towns and the average was \$16,500.

Councilor Shortell indicated the Ordinance Committee looked to raise the bid threshold from \$7,500 to \$16,000. He mentioned that they also looked at the open market procedure to raise it from \$300 to \$750 and you must then get three quotes. Councilor Shortell stated this brings us in line with other towns.

Opened Public Hearing at 6:44 p.m.

No Public Comment.

Closed Public Hearing.

**MOTION WAS MADE TO APPROVE AMENDMENTS AS PRESENTED TONIGHT.**

**MADE BY: SHORTELL**  
**SECONDED BY: FISHBEIN**

<b>ROLL CALL VOTE:</b>	<b>SHORTELL: YES</b>
<b>FISHBEIN: YES</b>	<b>TATTA: YES</b>
<b>LAFFIN: ABSENT</b>	<b>TESTA: ABSENT</b>
<b>MARRONE: YES</b>	<b>ZANDRI: YES</b>
<b>MORGENSTEIN: YES</b>	<b>CERVONI: YES</b>

7-AYE  
2-ABSENT  
**MOTION: PASSED**



8. COVID-19 update from Stephen Civitelli, Health Director - Chairman Cervoni

Stephen Civitelli gave an update on COVID-19. He reported 522 positive cases to date. He went on to say 20% of the Wallingford population has been tested at this point. There have been no fatalities since July 19<sup>th</sup> and there are a total of 70 deaths. He also mentioned the Town is doing a drive thru Flu Clinic on October 19<sup>th</sup>. Police, Fire, EMS and Health will be the first to get vaccinated when a vaccine becomes available.

Rajan Doering, Sharon Dive, thanked Mr. Civitelli for all his hard work and hopes we continue with online meeting options.

9. Report of post primary outcome and preparation for general election of November 3, 2020 with Town Clerk and Registrars – Councilor Morgenstein

Town Clerk Thompson gave a brief update and explained that the Primary consisted of basically mailing out 4,000 ballots in a nine day period. She stated she expects that her office will receive between 10,000 to 17,000 absentee ballot applications for November and noted this time her office will be responsible for mailing out the ballots as usual.

Town Clerk Thompson said we are waiting for materials to be shipped to us from the Secretary of State's office and we are also waiting for the influx of incoming applications once voters receive them. She stated she has met with the Mayor and the Mayor is working on getting her extra helpers within general Government. She went on to say the Secretary of State's office has just informed us of how much money we will be receiving and we will meet with the Registrars and the Mayor to work out who gets what monies and then come back in front of the Council to appropriate the money hopefully at the next meeting.

11. Executive Session pursuant to CGS§1-200(6)(B) and §1-225(f) regarding strategy, negotiations and enforcement of a legal right with respect to a pending claim in the matter of *Town of Wallingford v. Quinnipiac Street Associates, LLC* – Law Dept.

10. Executive Session pursuant to Section 1-200(6)(D) of the Connecticut General Statutes with respect to the purchase, sale and/or leasing of property – Mayor

**MOTION WAS MADE TO MOVE INTO EXECUTIVE SESSION AT 7:34 P.M.**

**MADE BY: SHORTELL**

**SECONDED BY: TATTA**

**VOTE: ALL AYE**

**MOTION: PASSED**

**MOTION WAS MADE TO MOVE INTO EXECUTIVE SESSION pursuant to CGS§1-200(6)(B) and §1-225(f) regarding strategy, negotiations and enforcement of a legal right with respect to a pending claim in the matter of *Town of Wallingford v. Quinnipiac Street Associates, LLC*.(#11)**

**Time of Executive Session 7:34 p.m. to 8:10 p.m.**

**MOTION WAS MADE TO MOVE INTO EXECUTIVE SESSION pursuant to Section 1-200(6)(D) of the Connecticut General Statutes with respect to the purchase, sale and/or leasing of property. (#10)**

**Time of Executive Session 8:10 p.m. to 8:23 p.m.**

**Attendance at Executive Session:**

<b>FISHBEIN</b>	<b>MAYOR WILLIAM W. DICKINSON, JR.</b>
<b>MARRONE</b>	<b>TOWN ATTORNEY GERALD E. FARRELL, SR.</b>
<b>MORGENSTEIN</b>	
<b>SHORTELL</b>	
<b>TATTA</b>	
<b>ZANDRI</b>	
<b>CERVONI</b>	

**MOTION WAS MADE TO MOVE OUT OF EXECUTIVE SESSION AT 8:24 P.M.**

**MADE BY: FISHBEIN**  
**SECONDED BY: MORGENSTEIN**  
**VOTE: ALL AYE**  
**MOTION: PASSED**

12. Motion to consider and approve action regarding the pending claim as discussed in Executive Session – Law Dept.

**MOTION WAS MADE TO AUTHORIZE CLAIM AS DISCUSSED IN EXECUTIVE SESSION.**

**MADE BY: SHORTELL**  
**SECONDED BY: MARRONE**

Councilor Fishbein stated we were presented with a lien for blight and possible resolution and the number is 20% of our lien. He went on to say our rules are to come in compliance with our release of blight.

Chairman Cervoni asked Councilor Fishbein not to discuss details that are discussed in Executive Session.

Councilor Zandri stated he has concerns as to how we are getting to this decision.

Councilor Shortell stated there are two factors; dollars involved and setting precedent. He does not feel settling right now hurts us.

**ROLL CALL VOTE:**

**FISHBEIN: NO**  
**LAFFIN: ABSENT**  
**MARRONE: YES**  
**MORGENSTEIN: NO**

**SHORTELL: YES**

**TATTA: YES**  
**TESTA: ABSENT**  
**ZANDRI: ABSTAIN**  
**CERVONI: YES**

**4-AYE**  
**2-ABSENT**  
**2-NAY**  
**1-ABSTAIN**  
**MOTION: FAILED**

**POINT OF ORDER: COUNCILOR MARRONE**

Councilor Marrone asked if a Councilor can abstain from a vote when there is no conflict of interest. Attorney Farrell answered yes.

The meeting was adjourned at 8:31 p.m.

Respectfully submitted,

Lisa Moss  
Council Staff  
Meeting digitally recorded

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Vincent Cervoni, Chairman Date

---

Barbara Thompson, Town Clerk Date

RECEIVED FOR RECORD 9-11-2020  
AT 4:30 AND RECEIVED BY  
Barbara Thompson TOWN CLERK

6.

**AMENDMENT TO CHAPTER 62, ALCOHOLIC BEVERAGES,  
OF THE CODE OF THE TOWN OF WALLINGFORD**

BE IT ENACTED BY THE TOWN COUNCIL IN SESSION:

That the first sentence of Chapter 62, Alcoholic Beverages, Article IV, Seasonal Outdoor Sidewalk Dining, §62-14.G., is hereby AMENDED as follows:

- G. Seasonal outdoor dining shall be permitted from March 1<sup>st</sup> through November 30<sup>th</sup>.

I HEREBY CERTIFY that this Ordinance was enacted by the Town Council of the Town of Wallingford this \_\_\_\_\_ day of September, 2020, in accordance with the provisions of the Charter of the Town of Wallingford.

\_\_\_\_\_  
Barbara Thompson  
Town Clerk

APPROVED: \_\_\_\_\_  
William W. Dickinson, Jr., Mayor

DATE: \_\_\_\_\_



RECEIVED  
MAYOR'S OFFICE  
*Town of Wallingford, Connecticut*  
20 SEP 10 AM 11:12

TOWN ATTORNEY  
GERALD E. FARRELL, SR.

ASSISTANT TOWN ATTORNEY  
GEOFFREY T. EINHORN

CORPORATION COUNSEL  
JANIS M. SMALL

DEPARTMENT OF LAW  
WALLINGFORD TOWN HALL  
45 SOUTH MAIN STREET  
WALLINGFORD, CT 06492

TELEPHONE (203) 294-2140  
FAX (203) 294-2112  
lawdept@wallingfordct.gov

9.8.10.

September 10, 2020

William W. Dickinson, Jr., Mayor  
Town of Wallingford  
45 South Main Street  
Wallingford, CT 06492

Dear Mayor Dickinson:

Please place the following items on the Town Council's agenda for its meeting on September 22, 2020:

- (1) Executive Session pursuant to §1-225(f) and §1-200(6)(B) of the Connecticut General Statutes regarding strategy and negotiations with respect to the pending tax appeal matter of *South Turnpike, II, LLC v. Town of Wallingford*; and
- (2) Discussion and possible action in the pending tax appeal matter of *South Turnpike II, LLC v. Town of Wallingford* as discussed in Executive Session.

Thank you.

Very truly yours,

  
Janis M. Small  
Corporation Counsel

JMS/bjc



RECEIVED  
MAYOR'S OFFICE  
*Town of Wallingford, Connecticut*  
20 SEP 15 AM 10:25

TOWN ATTORNEY  
GERALD E. FARRELL, SR.

ASSISTANT TOWN ATTORNEY  
GEOFFREY T. EINHORN

CORPORATION COUNSEL  
JANIS M. SMALL

DEPARTMENT OF LAW  
WALLINGFORD TOWN HALL  
45 SOUTH MAIN STREET  
WALLINGFORD, CT 06492

TELEPHONE (203) 294-2140

FAX (203) 294-2112

lawdept@wallingfordct.gov

11 & 12,

September 15, 2020

William W. Dickinson, Jr., Mayor  
Town of Wallingford  
45 South Main Street  
Wallingford, CT 06492

Dear Mayor Dickinson:

Please place the following items on the Town Council's agenda for its meeting on September 22, 2020:

1. Executive Session pursuant to Connecticut General Statutes § 1-200(6)(B) and § 1-225(f) regarding strategy, negotiations and enforcement of a legal right with respect to a pending claim in the matter of *Town of Wallingford v. Quinnipiac Street Associates, LLC*.
2. Motion to consider and approve action regarding the pending claim as discussed in Executive Session.

Thank you.

Very truly yours,

Geoffrey T. Einhorn *GTE*  
Assistant Town Attorney

GTE/bjc