

TOWN OF WALLINGFORD, CONNECTICUT

TOWN COUNCIL MEETING
Robert F. Parisi Council Chambers

TUESDAY
January 12, 2021
6:30 P.M.

AGENDA

The Town Council meeting of January 12, 2021 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 from 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/567410093>
YOU CAN ALSO DIAL IN USING YOUR PHONE:
United States (Toll Free): 1-877-309-2073
United States +1(571) 317-3129
Access Code: 567-410-093

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

Moment of Silence

1. Pledge of Allegiance
2. Roll Call
3. Consent Agenda
 - 3a. Consider and Approve Tax Refunds totaling \$13,551.37 (#336-398) Acct. #1001001-41020 – Tax Collector
 - 3b. Acceptance of reimbursement from State of Connecticut for Dispatcher 911 training and consider and approve Appropriation of funds in the amount of \$458 to Revenue, Acct. #1009052-47040 and to Continuing Education & Training, Acct. #10020050-55700 – Police Dept.
 - 3c. Acceptance of Federal/State Highway Safety grant, 2020 Click It or Ticket Enforcement Campaign and consider and approve Appropriation of funds in the amount of \$3,617 to Revenue Highway Safety, Acct. #1002001-45208 and to Police Overtime, Acct.#10020050-51400 – Police Dept.

- 3d. Acceptance of funds from U.S. Secret Service for Overtime expenses and consider and approve Appropriation of funds in the amount of \$506 to Misc. Revenue, Acct. #1009052-47040 and to Police Overtime, Acct. #10020050-51400 – Police Dept.
- 3e. Acceptance of Federal/State Highway Safety grant 2020 Distracted Driving High Visibility Enforcement Program and consider and approve Appropriation of funds in the amount of \$8,942 to Revenue Highway Safety, Acct. #1002001-45208 and to Police Overtime, Acct. #10020050-51400 – Police Dept.
- 3f. Acceptance of Donation of \$4,900 from Wal-Mart and consider and approve Appropriation of funds: \$2,400 to Police Department; \$2,500 to Fire Dept.
- | | | |
|---------|----------------------|-----------|
| \$4,900 | To: Revenue-Donation | Fund #250 |
| \$2,500 | To: Exps - Fire | Fund #250 |
| \$2,400 | To: Exps - Police | Fund #250 |
- 3g. Consider and approve a Transfer in the amount of \$4,281 from Contingency-General Purposes, Acct. #10019000-58820 and to Registrar of Voters, File Cabinet (Fire Resis.), Acct. #10010600 – TBD – Registrars
- 3h. Consider and approve a Transfer in the amount of \$30,000 from Contingency-General, Acct. #10019000-58820 to Public Works – Maintenance of Bldgs. and grounds, Acct. #10030000-54315 – Public Works
- 3i. Acceptance of Reimbursement payment for Field Training Instructor Services and consider and approve Appropriation of funds in the amount of \$1,115 to Miscellaneous Revenue, Acct. #1009052-47040 and to Replacement Pay, Acct. #10020150-51500 – Fire Dept.
- 3j. Acceptance of Donation from Home Depot for Holiday for Giving and consider and approve Appropriation of funds in the amount of \$1,000 to Donations, Fund #213 and to Holiday for Giving Exps, Fund #213 – Mayor
- 3k. Acceptance of Donation of Memorial sign in memory of Joseph Carmen from the Yalesville Little League to be placed on Scoreboard at Keller Field #1 valued at \$713 – Recreation.
- 3l. Budget Appropriation in the amount of \$42,900 – Water Division
- | | | |
|----------|-------------------------------|-----------------|
| \$42,900 | To: Outside Services Employed | Acct. #43100923 |
| \$42,900 | To: Appropriation from Cash | |
- 3m. Budget Amendment in the amount of \$146,000 – Electric Division
- | | | |
|-----------|------------------------------------|------------|
| \$146,000 | From: Retained Earnings | |
| \$146,000 | To: Transmission Station Equipment | Acct. #353 |
- 3n. Budget Amendment in the amount of \$320,000 – Electric Division

\$320,000 From: Retained Earnings
\$320,000 To: Distribution Line Transformers Acct. #368

3o. Approval of Town Council Minutes of December 8, 2020.

4. Items Removed from the Consent Agenda

5. PUBLIC QUESTION AND ANSWER PERIOD

6. Consider and approve a Transfer in the amount of \$90,000 from Plow Truck, Acct. #10030000-57000-00945 to Overtime Account, Acct. #10030000-51400 – Public Works
7. 6:30 p.m. Public Hearing to Consider and Act upon Amendment to Chapter 46, Reserve Accounts, Article II, of the Code of the Town of Wallingford.
8. COVID Update from Stephen Civitelli, Health Director
9. Discussion and Action regarding Appropriation of \$375,000 to Capital & Non Recurring Fund for reconstruction and/or surfacing of three public parking areas including Simpson Court rear parking, Wallace Avenue parking (east) and Wallace Avenue parking (west) – Engineering
10. Consider and Approve Simpson Court Rear Parking Lot Leases for a 25 year term with: Barnes Homestead, LLC, 36-40 North Main Street; F&M Bank Wallingford, LLC, 2 North Main Street; Masonic Temple Corporation of Wallingford, 50 North Main Street; 60 North Main Street, LLC, 60 North Main Street – Mayor
11. Informational Discussion on the possibilities of the Town’s public utility operations providing Broadband/Internet/Wifi services as a business offering across its whole service area – Councilor Testa
12. Discussion on possible assistance programs to small business in Wallingford to assist in maintaining their operations during the ongoing pandemic – Councilor Testa
13. 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



RECEIVED
MAYOR'S OFFICE
Town of Wallingford, Connecticut
21 JAN -4 AM 9:25

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

3a.

January 4, 2021

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

Re: Refund - Account #1001001-41020 - \$13,551.37 (#336-398)

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. Rusczek
Tax Collector

APPROVED:

William W. Dickinson, Jr., Mayor

James M. Bowes, Comptroller

336 Ally Financial (Vault Trust) (AF35212)	256.46	19-0091098
337 Toyota Lease Trust (1ASFS6)	252.64	19-0089591
338 Toyota Lease Trust (AC94587)	238.34	19-0089692
339 Toyota Lease Trust (AF88056)	150.83	19-0089713
340 Toyota Lease Trust (AG36268)	561.91	19-0089717
341 Toyota Lease Trust (AG95243)	161.16	19-0089722
342 Toyota Lease Trust (AH00341)	245.20	19-0089725
343 Toyota Lease Trust (AH24964)	327.60	19-0089730
344 Toyota Lease Trust (AJ36573)	492.87	19-0089750
345 Toyota Lease Trust (AK5353)	92.33	19-0089771
346 Butler, Katherine M.	38.41	19-0055145
347 DRH Construction LLC	5.19	19-0061490
348 Elite Leading LTD	17.35	19-0062523
349 Riegert, Kelsey A.	457.12	18-0089165
350 Packard, Glen or Foster, Christine	6.24	19-0079776
351 Lango, Stephanie C.	22.26	19-0072285
352 Enterprise FM Trust (3421CU)	299.49	19-0062660
353 Toyota Lease Trust (752ZVL)	459.74	19-0089644
354 Toyota Lease Trust (752ZVL)	512.87	18-0089836
355 E-J Electric T & D LLC	82.17	19-0061921
356 E-J Electric T & D LLC	195.91	19-0061985
357 E-J Electric T & D LLC	53.12	19-0062028
358 Hughes, Melanise R.	71.66	19-0068739
359 Dorsey, Heather	23.12	19-0061305
360 Cote, Steven	53.09	19-0058557
361 Feingold, Bruce A.	35.67	19-0063393
362 Jackson, Shelby P. 4th	34.88	19-0069570
363 Wood, James B, II or Zemke, Heather L.	17.00	19-0016048
364 Alling, William L.	6.89	19-0051055
365 Chambers, Sherrie	15.65	19-0056914
366 Knickerbocker, Paul or C.L.	34.44	19-0071364
367 Knickerbocker, Paul or C.L.	69.47	19-0071366
368 Massores, Leonard or Donna	16.60	19-0075027
369 Young, Roy or Jennifer	17.98	19-0093467
370 Young, Roy or Jennifer	1.76	19-0093455
371 Abrantes, Alicia or Matthew	2003.90	19-0015329
372 Krol, Walter & Julieann Irrevocable trust	20.00	19-0008096
373 Belcourt, Heidi or Michael	45.97	19-0053072
374 Claxton, Richard A.	365.75	19-0057701
375 Demaio, Joseph G. Jr.	10.95	19-0081498
376 Edwon, Samantha L.	56.16	18-0062472
377 Serbyn, Daniel J.	144.31	19-0086145
378 Financial Ser Veh Trust	196.45	19-0063734
379 Nissan Infiniti LT (AH05435)	146.10	18-0078314
380 Nissan Infiniti LT (AC73867)	274.33	18-0078401
381 Nissan Infiniti LT (AK84926)	438.73	18-0078450

382 Nissan Infiniti LT (AP97859)	176.98	18-0078603
383 Nissan Infiniti LT (AM06391)	189.06	18-0078715
384 Nissan Infiniti LT (AL46449)	365.46	18-0078767
385 Nissan Infiniti LT (AM06445)	404.72	18-0078806
386 Nissan Infiniti LT (798ZBR)	150.76	19-0078440
387 Nissan Infiniti LT (903TOS)	289.33	19-0078472
388 Nissan Infiniti LT (AD63527)	414.79	19-0078534
389 Nissan Infiniti LT (AG90531)	473.66	19-0078571
390 Nissan Infiniti LT (AK27722)	82.52	19-0078628
391 Nissan Infiniti LT (AL46449)	378.01	19-0078655
392 Nissan Infiniti LT (AM74247)	171.02	19-0078705
393 American Industrial Svcs Inc.	650.99	17-0051231
394 American Industrial Svc Inc.	591.10	18-0051257
395 Blanchard, Christopher	47.38	17-0053754
396 Courtemanche, Ted J.	4.98	19-0058601
397 Iannini, James A.	39.61	19-0069235
398 Iannini, James A.	90.93	19-0069237
	<hr/>	
	13551.37	

3b1

Town of Wallingford

Date: December 3, 2020

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

Request for: Transfer of Funds
 X Appropriation of Funds

Fund: X General
 R Other

Amount: \$458.00 ~~From:~~ Revenue Account No: 1009052-47040
TO:

Amount: \$458.00 To: Continuing Education & Training Account No: 10020050-55700

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by:

W Dickinson
Division/Department Head

Certified as to the availability of funds:

[Signature]
Comptroller

APPROVED: Subject to vote of 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 hereby certified.

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

Town Clerk




Town of Wallingford, Connecticut
Department of Police Services

RECEIVED
MAYOR'S OFFICE
WILLIAM J. WRIGHT
CHIEF OF POLICE
135 NORTH MAIN STREET
WALLINGFORD, CT 06492-3718
TELEPHONE (203) 294-2828
20 DEC - 8 PM 1:59

INTEROFFICE MEMORANDUM

TO: JAMES BOWES, FINANCE DEPARTMENT

FROM: WILLIAM J. WRIGHT, POLICE DEPARTMENT 

DATE: 12/3/20

SUBJECT: REIMBURSEMENT CHECK

We have received a reimbursement through an electronic transfer in the amount of \$458.00 from the State of Connecticut for costs related to Dispatcher 911 Training.

I am requesting that these funds be accepted by the Council and deposited into the revenue account entitled: Misc. Revenue (Account 1009052-47040) and further, that our Continuing Education and Training account (Account 10020050-55700) be amended to reflect receipt of these funds as it is the account from which they were originally drawn.

I have attached the requisite form for deposits and appropriations denoting the accounts to be adjusted.

If you have any questions, please do not hesitate to call.

Thank you.

30.

Town of Wallingford

Date: December 22, 2020

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

Request for: _____ Transfer of Funds
 X Appropriation of Funds

Fund: X General
 _____ Other

Amount: \$3,616.70 To: Revenue Highway Safety Account No: 1002001-45208

Amount: \$3,616.70 To: Police Overtime Account No: 10020050-51400

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by:




Division/Department Head

Certified as to the availability of funds:



Comptroller

APPROVED: Subject to vote of Town Council



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 hereby certified.

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

Town Clerk




Town of Wallingford, Connecticut
Department of Police Services

WILLIAM J. WRIGHT
CHIEF OF POLICE

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

INTEROFFICE MEMORANDUM

TO: MAYOR WILLIAM W. DICKINSON, JR.
FROM: CHIEF WILLIAM J. WRIGHT 
DATE: 12/22/20
SUBJECT: ACCEPTANCE OF GRANT FUNDS
CC: MR. JIM BOWES

RECEIVED
MAYOR'S OFFICE
20 DEC 23 PM 3:07

This agency had previously applied for a Federal/State Highway Safety grant, entitled "2020 Click It or Ticket Enforcement Campaign". The grant, which is administered through the State Department of Transportation, is designed to increase local police staffing for the purpose of enforcing our seatbelts laws.

The Click It or Ticket Enforcement grant reimburses us our overtime expenditures made pursuant to the terms of the grant program; in this case our reimbursement is \$3,616.70. This grant program is nearly identical in nature to those from which we have previously received funds for the last several years.

We have now received reimbursement through an electronic transfer. I write to request that the funds be accepted by the Council and deposited into the revenue account entitled: Highway Safety (Account 1002001-45208) 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. I have attached the requisite form for deposits and appropriations denoting the accounts to be adjusted.

Would you please place this matter on the agenda for the next scheduled Council meeting? If any further information is needed, please let me know.

3d.

Town of Wallingford

Date: December 18, 2020

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

Request for: _____ Transfer of Funds
 X Appropriation of Funds

Fund: _____ X General
 _____ Other

Amount: ~~\$506.26~~ To: Misc. Revenue

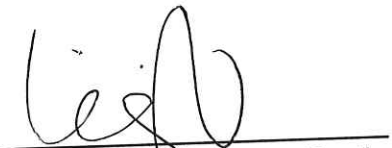
Account No: 1009052-47040

Amount: ~~\$506.26~~ To: Police Overtime

Account No: 10020050 51400


Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by:



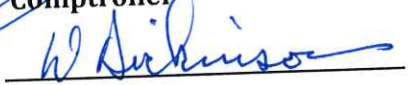
Division/Department Head

Certified as to the availability of funds:



Comptroller

APPROVED: Subject to vote of Town Council



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 hereby certified.

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

Town Clerk




Town of Wallingford, Connecticut
Department of Police Services

WILLIAM J. WRIGHT
CHIEF OF POLICE

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

INTEROFFICE MEMORANDUM

RECEIVED
MAYOR'S OFFICE
20 DEC 22 PM 3:10

TO: MAYOR WILLIAM W. DICKINSON, JR.
FROM: CHIEF WILLIAM J. WRIGHT 
DATE: DECEMBER 18, 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 \$506.26. 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
Department of Police Services

WILLIAM J. WRIGHT
CHIEF OF POLICE

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

INTEROFFICE MEMORANDUM

TO: MAYOR WILLIAM W. DICKINSON, JR.
FROM: CHIEF WILLIAM J. WRIGHT 
DATE: 12/22/20
SUBJECT: ACCEPTANCE OF GRANT FUNDS
CC: MR. JIM BOWES

20 DEC 23 PM 3:07
RECEIVED
MAYOR'S OFFICE

This agency had previously applied for a Federal/State Highway Safety grant, entitled "FY2020 Distracted Driving High Visibility Enforcement Program". The grant, which is administered through the State Department of Transportation, is designed to increase local police staffing for the purpose of enforcing our distracted driving laws.

The grant reimburses us our overtime expenditures made pursuant to the terms of the grant program; in this case our reimbursement is \$8,941.70.

We have now received reimbursement through an electronic transfer. I write to request that the funds be accepted by the Council and deposited into the revenue account entitled: Highway Safety (Account 1002001-45208) 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. I have attached the requisite form for deposits and appropriations denoting the accounts to be adjusted.

Would you please place this matter on the agenda for the next scheduled Council meeting? If any further information is needed, please let me know.



Town of Wallingford, Connecticut

RICHARD W. HEIDGERD
FIRE CHIEF

JOSEPH J. CZENTNAR
DEPUTY FIRE CHIEF

SAMUEL C. WILSON
DEPUTY FIRE CHIEF

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

January 5, 2021

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

Re: Acceptance and Appropriation of Wal-Mart Foundation Community Grant

Dear Mayor Dickinson:

The Wallingford Fire Department has been awarded a grant by the Wal-Mart Foundation in the amount of \$2,500.

This requires the appropriation of funds in the amount of \$2,500 to the following accounts:

To:	Revenue Account	
	Donations - Fund Account 250-TBD	\$2,500
And		
To:	Expense Account	
	Misc. Grants/Donations/Fire Department Fund 250-TBD	\$2,500

If this meets with your approval, please place this item on the January 12, 2021 Town Council Agenda for acceptance by the Town Council.

Sincerely,


Richard W. Heidgerd
Fire Chief



Town of Wallingford, Connecticut
Department of Police Services

WILLIAM J. WRIGHT
CHIEF OF POLICE
135 NORTH MAIN STREET
WALLINGFORD, CT 06492-3718
TELEPHONE (203) 294-2826

INTEROFFICE MEMORANDUM

TO: MAYOR WILLIAM W. DICKINSON, JR.
FROM: CHIEF WILLIAM J. WRIGHT 
DATE: 1/5/21
SUBJECT: ACCEPTANCE OF GRANT FUNDS
CC: MR. JIM BOWES

This agency has been awarded a \$2,400 grant from the Walmart Foundation. I write to request that the funds be placed before the Council for acceptance. Should the Town Council choose to accept the grant, I further request that it be appropriated in order for us to have access to the funds.

Would you please place this matter on the agenda for the next scheduled Council meeting? If any further information is needed, please let me know.

TOWN OF WALLINGFORD, CONNECTICUT

39,

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

I. Request for: transfer of funds
 appropriation of funds

Fund: General Fund
 Other Title _____

Amount: \$ 4,281 FROM Title: Contingency - General Purposes Acct No. 10019000-58820

Amount: \$ 4,281 TO Title: Reg. of Voters - FILE CABINET (FIRE RESIS) Acct No. 10010600-T/B/D

Explain: PER ATTACHED LETTER AS REQUESTED

Submitted by: [Signature]
Department/Division Head

Certified as to availability of funds: [Signature]
Comptroller

APPROVED: -- subject to the availability of funds:
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 _____, 20 _____.

Town Clerk



Town of Wallingford, Connecticut

REGISTRAR OF VOTERS

WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CONNECTICUT 06492
TELEPHONE (203) 294-2125

January 5, 2021

Mayor William Dickinson,

We are requesting funds for an emergency purchase of a Fire Proof filing cabinet.

This cabinet will be used to file voter registration cards. We are required by law to keep these cards in such cabinets. See attached Connecticut State Statute Sec. 9-23.

The extra file space required is primarily due to the almost 4,000 new voters this year. We currently have over 400 cards that cannot be filed.

The amount we are requesting is \$4,281.06. This amount is for "curb side" delivery. Public Works would then be required to move it to our office.

Joan Ives-Parisi and Robert Avery, Registrars of Voters

TOWN OF WALLINGFORD, CONNECTICUT

3h

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

I. Request for: transfer of funds
 appropriation of funds

Fund: General Fund
 Other Title _____

Amount: \$ 30,000.00 FROM Title: ~~Contingency~~ Contingency - General Acct No. 1001900058820

Amount: \$ 30,000.00 TO Title: P. Works - Maint. of Bldgs & Grounds Acct No. 1003000054315

Explain: PER ATTACHED LETTER AS REQUESTED

Submitted by: W Dickinson
Department/Division Head

Certified as to availability of funds:
[Signature]
Comptroller

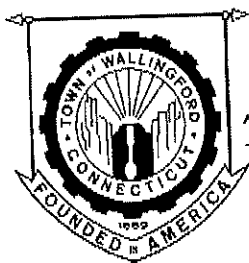
APPROVED: -- subject to the availability of funds:
W Dickinson
Mayor

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 _____, 20 ____.

Town Clerk



Town of Wallingford, Connecticut

ROBERT V. BALTRAMAITIS, P.E.
Director of Public Works

STEPHEN M. PALERMO
Superintendent of Public Works

Department of Public Works
29 Town Farm Road
Wallingford, Connecticut 06492

Telephone (203) 294-2105
Fax (203) 294-2107

MEMO

To: Mayor William W. Dickinson, Jr.

From: Rob Baltramaitis - DPW

Date: December 28, 2020

RE: Request for Additional Funding

Dear Mayor,

As you are aware, we have accumulated a large quantity of woody debris as a result of Tropical Storm Isaias. The debris is a combination of fallen trees, limbs, branches and stumps from Town properties as well as that we picked up from our roadside collection program offered to residents.

The debris is amassed at the "Garden Road" property at #345 Quinnipiac Street. This site was approved by CTDEEP as a waste management site for Tropical Storm Isaias debris. It is important to remove the debris as soon as practical as this location also serves to store snow we haul from winter storms.

We recently let out Public Bid #20-083 to solicit a vendor capable of grinding, loading, hauling and properly disposing of the debris. After evaluating bids, the apparent successful bidder proposes a total price of \$29,800.00. Accordingly, I am requesting that \$29,800.00 be transferred from General Contingency to Account #1003000054315 Maintenance of Building & Grounds so that the contract can be awarded and the work completed.

We are hopeful that all or a portion of this cost will be reimbursed back to us by FEMA. I estimated a cost of \$30k for this work back in August which was included in the Towns total anticipated storm costs for our initial reimbursement application.

As always, if you have any questions, please let me know.

Rob

TOWN OF WALLINGFORD, CONNECTICUT

31.

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

Date: December 31, 2020

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

Fund: XX General Fund
 Other Title Field Training Instructor Services Payment

Amount: \$ 1,115.07 FROM: Title Miscellaneous Revenue Acct. No. 1009052-47040
TO _____

Amount: \$ 1,115.07 TO: Title Replacement Pay Acct. No. 10020150-51500

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by: *Joseph Gal*
Department/Division Head Deputy Chief

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 _____, 20__.

Town Clerk



Town of Wallingford, Connecticut

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

December 31, 2020

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

RECEIVED
MAYOR'S OFFICE
20 DEC 30 PM 11:43

Re: Appropriation of Field Training Instructor Services Reimbursement

Reimbursement from student

Dear Mayor Dickinson:

The Wallingford Fire Department has received reimbursement payment in the amount of \$1,115.07 for Field Training Instructor services provided to Paramedic Student Kristian Dilillo. These services were provided for the period of October 27, 2020 through December 30, 2020. This is not a budgeted expense of the Fire Department; therefore, it will be necessary to restore the funds to the Fire Department Replacement Pay Account.

This requires the appropriation of funds in the amount of \$1,115.07 to the following accounts:

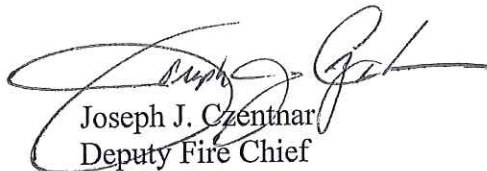
To: Revenue Account #1009052-47040
Miscellaneous Revenue

And

To: Expense Account #10020150-51500
Replacement Pay

If this meets with your approval, please place this item on the January 12, 2021 Town Council Agenda for acceptance by the Town Council.

Sincerely,


Joseph J. Czentnar
Deputy Fire Chief

TOWN OF WALLINGFORD, CONNECTICUT

31

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

I. Request for: transfer of funds
 appropriation of funds

Fund: General Fund
 Other

Title Y.S.S. Special Rev. Fund

Amount: \$ 1,000 FROM Title: Donations Acct No. Fund #213
TO

Amount: \$ 1,000 TO Title: Holiday for Giving Acct No. Fund #213
EXPS

Explan: PER ATTACHED LETTER AS REQUESTED

Submitted by: W. Dickinson
Department/Division Head

Certified as to availability of funds: [Signature]
Comptroller

APPROVED: -- subject to the availability of funds:
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 _____, 20 _____.

Town Clerk



OFFICE OF THE MAYOR
TOWN OF WALLINGFORD
CONNECTICUT

WILLIAM W. DICKINSON, JR.
MAYOR

45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE 203 294-2070
FAX 203 294-2073

January 5, 2021

Wallingford Town Council
Wallingford, CT 06492

Attention: Vincent Cervoni, Chairman

Dear Council Members:

The Town of Wallingford has received a generous donation of \$1,000 from Home Depot for the Holiday for Giving Program. Please accept these funds to be appropriated to Holiday for Giving expenses at the Town Council Meeting scheduled for January 12, 2021.

Thank you.

Sincerely,

William W. Dickinson, Jr.
Mayor

jms
Attachment

3K.



Town of Wallingford, Connecticut

DEPARTMENT OF PARKS & RECREATION
6 FAIRFIELD BOULEVARD
WALLINGFORD, CT 06492

P (203) 294-2120
F (203) 294-2127
wallingfordrec.com

RECEIVED
MAYOR'S OFFICE
20 DEC -2 AM 11:01

Ken Michaels
Director of Parks & Recreation

Michelle Björkman
Superintendent of Recreation

Shawn Keogh
Recreation Program Specialist

November 20, 2020

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

Dear Mayor,

I am requesting placement on the next Town Council meeting agenda seeking approval to accept the donation of a memorial sign in memory of Joseph Carmen from Yalesville Little League. This sign will be installed on the existing scoreboard at Keller Field #1. The donation value is \$713.04. Joe was a former Vice President of Yalesville Little League and was an active board member for the past 13 years right up until his unexpected passing last month. This sign will be placed on the scoreboard that Joe was instrumental and the driving force on raising funds to have this scoreboard purchased. Joe was a West Point Graduate and decorated Army veteran who has donated a lot of his time to the youth of Wallingford and is survived by his wife Denise and sons Tyler and Ryan.

The Parks and Recreation Department would request the Town Council accept the donation of this memorial sign at the next council meeting.

Thank you for your consideration.

Sincerely,

Kenny Michaels
Director of Parks and Recreation
Wallingford Parks and Recreation Department

TOWN OF WALLINGFORD, CONNECTICUT

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

Date: December 1, 2020

31.

I. Request for: Transfer of funds
 X Appropriation of funds

Funds: Electric Operating Capital project
Water X Operating Capital project
Sewer Operating Capital project

Amount	Description	Account No.
\$42,900	To: Outside Services Employed	43100923
\$42,900	To: Appropriation from Cash	

Explanation: See enclosed correspondence.

Certified as to Availability of Funds:

Jawan Regan Date: 11/25/2020
Division Business Manager

Submitted by:

Neil H. Amwake Date: Nov 25, 2020
Division General Manager

W. C. Adams Date: 12/9/20
Director, Department of Public Utilities

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

[Signature] Date: 12-15-2020
Chairman, Public Utilities Commission

Certified as to Availability of Funds:

[Signature] Date: 1/5/2021
Comptroller, Finance Department

Approved – Subject to the Approval of the Town Council

W. Dickinson Date: 1/5/21
Mayor

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 _____, 2020.

Town Clerk

Item No. 5-3
PUC AGENDA 12/15/20

TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER AND SEWER DIVISIONS
377 SOUTH CHERRY STREET
WALLINGFORD, CT 06492
203-949-2670

INTEROFFICE MEMORANDUM

TO: PUBLIC UTILITIES COMMISSION
FROM: NEIL H. AMWAKE, P.E., GENERAL MANAGER *ml*
RE: BUDGET AMENDMENT FY 2020-2021 – OUTSIDE SERVICES
EMPLOYED (ACCOUNT #43100923) FOR THE WATER DIVISION
DATE: NOVEMBER 25, 2020
CC: RICHARD A. HENDERSHOT, DIRECTOR OF PUBLIC UTILITIES

FY 2020 2021 Budget Preparation and Timeline – Subsequent to adoption of the Water Division's FY 2020-2021 budget the Wallingford Water Division (WWD) was apprised by the U.S. Environmental Protection Agency (USEPA) that the WWD will need to conduct a risk and resilience assessment, and prepare an emergency response plan in accordance with the requirements of the America's Water Infrastructure Act (AWIA) signed on October 23, 2018. Consequently, an appropriation for these items was not included in the FY 2020-2021 Water Division budget.

Risk and Resilience Assessment and Emergency Response Plan Deadlines and Requirements – Completion and certification of the Risk and Resilience Assessment is due to the USEPA by June 30, 2021 for water utilities serving 3,301 to 49,999 people. The assessment shall include, though is not limited to: the risk to the water supply, treatment and distribution system from malevolent acts and natural hazards; the resilience of the pipes, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities; monitoring practices; the financial systems of the water system with a focus on the billing system; and the operation and maintenance of the system.

Completion and certification of the Emergency Response Plan is due to the USEPA by December 30, 2021 for water utilities serving 3,301 to 49,999 persons. The emergency response plan shall include, though is not limited to: strategies and resources to improve the resilience of the system, including physical security; plans and procedures that can be implemented in the event of a malevolent act or natural hazard that threatens the delivery of safe drinking water; and strategies, actions and equipment that can be utilized to aid the detection or lessen the impact of malevolent acts or

ITEM NO. 5-1
PUC AGENDA 12/15/20

natural hazards that threaten the security or resilience of the water supply, treatment and distribution system.

Request for Proposal (RFP) Solicitation and Evaluation - In order to complete and certify the Risk and Resilience Assessment and the Emergency Response Plan per the requirements established in the AWIA and by the required deadlines, the Engineering Section of the Water and Sewer Divisions prepared a Part A (qualifications) and Part B (pricing) Request for Proposal (RFP) document to solicit responses from engineering and planning firms. The RFP was advertised on September 22, 2020 with responses due on October 27, 2020.

Eight (8) engineering and planning firms responded to Public Bid No. 20-067. The Part A qualifications technical scores (50 points maximum awarded to the firm with the highest raw qualifications score) ranged from 10.4 to 50.0. The Part B costs ranged from \$38,970 to \$130,480, with the corresponding cost scores ranging from 50.0 to 14.9 (with 50 points maximum awarded to the lowest price proposal).

The composite score for each firm is calculated by adding the technical score plus the cost score. The composite scores ranged from a high of 98.5 to a low of 30.9. A tabulation of the scoring for each firm as prepared by the Bureau of Purchases is attached for your use and information. Please note that the firm with the highest composite score had the lowest cost proposal.

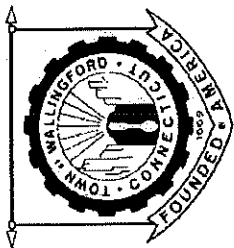
Action by the Public Utilities Commission - The Wallingford Water Division is requesting the PUC's approval of a budget amendment increasing Account #43100923 (Outside Services Employed) in the amount of \$42,900 which represents a bid cost of \$38,970 plus a 10% contingency. Funds for this purpose will be made available by a corresponding increase in the Appropriation from Cash in the Source of Funds section of the budget.

Revised budget pages reflecting the proposed amendment are attached for your reference.

Thank you for your attention to this matter.

H:\Public Utilities Commission (PUC)\Business Office Transfer Documents\Water Transfers\Risk and Resilience Assessment Budget Amendment Request Memo v.NHA 2020-11-25.docx

ITEM NO. 5-2
PUC AGENDA 12/15/20



TOWN OF WALLINGFORD
 DEPARTMENT OF FINANCE
 BUREAU OF PURCHASES

Public Bid 20-067

Part A Bid Opening: October 27, 2020, 2:00 P.M., PLT
 Part B Bid Opening: November 17, 2020, 2:00 P.M., PLT

Risk and Resilience Assessment & Emergency Response Plan
 Alphabetical Listing

Bidder	Raw Score	Technical Score 50 Points Max	Cost	Cost Score 50 Points Max	Composite Score 100 Points Max
Clough, Harbour & Associates, LLP (CHA)	81.6	48.5	\$38,970.00	50.0	98.5
Environmental Partners	84.2	50.0	\$45,110.00	43.2	93.2
H2M Architects & Engineers, Inc.	40.8	24.2	\$44,502.00	43.8	68.0
Hazen and Sawyer	83.7	49.7	\$59,013.00	33.0	82.7
IMEG	17.5	10.4	\$47,780.00	40.8	51.2
Launch! Consulting Inc.	26.83	15.9	\$130,480.00	14.9	30.9
Pare Corporation	43.8	26.0	\$92,040.00	21.2	47.2

ITEM NO. 574
 PUC AGENDA 12/15/20

Bid Rejected: Navigate 360

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
TOTAL OPERATING REVENUES	7,009,250		7,009,250
TOTAL OPERATING EXPENSES	7,932,226	42,900	7,975,126
OPERATING INCOME (LOSS)	(922,976)	(42,900)	(965,876)
NON-OPERATING REVENUE	286,880		286,880
NON-OPERATING EXPENSES	67,700		67,700
NET INCOME (LOSS)	(703,796)	(42,900)	(746,696)
WORKING CAPITAL			
SOURCE OF FUNDS			
Net Income (Loss)	(703,796)	(42,900)	(746,696)
Depreciation	2,041,210		2,041,210
Contribution in Aid	194,570		194,570
Appropriate From Cash:			
- for Rate Stabilization	991,277	42,900	1,034,177
TOTAL SOURCE OF FUNDS	2,523,261	0	2,523,261
USE OF FUNDS			
To Reserve for Emergency Maint. - Connect. Charg	87,780		87,780
Bond Payments - Regular	225,000		225,000
Regular Capital	2,015,911		2,015,911
Capital Additions from Contribution	194,570		194,570
Appropriate To. Cash:			
TOTAL USE OF FUNDS	2,523,261	0	2,523,261

ITEM NO. 5-5
PUC AGENDA 12/15/20

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
OPERATING REVENUES			
REVENUE FROM USAGE:			
43100461 Metered Sales to General Customers	6,687,920		6,687,920
43100462 Private Fire Protection Service	230,400		230,400
TOTAL REVENUE FROM SALES	6,918,320	0	6,918,320
OTHER OPERATING REVENUE:			
43100471 Miscellaneous Service Revenues	750		750
43100472 Rents from Water Property	90,180		90,180
TOTAL OTHER OPERATING REVENUE	90,930	0	90,930
TOTAL OPERATING REVENUES	7,009,250	0	7,009,250
OPERATING EXPENSES			
SOURCE OF SUPPLY EXPENSES:			
43100601 Operation Labor and Expense	179,484		179,484
43100602 Purchase of Water	8,800		8,800
43100611 Maint. of Structures & Improvements	18,375		18,375
43100612 Maint. of Collecting & Impounding Reservoir	166,783		166,783
43100613 Maint. of Lake, River and Other Intakes	1,000		1,000
43100614 Maint. of Wells & Springs	12,300		12,300
43100616 Maint. of Supply Mains	2,000		2,000
43100617 Maint. of Misc. Water Source Plant	88,770		88,770
TOTAL SOURCE OF SUPPLY EXPENSES	477,512	0	477,512
PUMPING EXPENSES			
43100623 Fuel or Power Purchased for Pumping	358,000		358,000
43100624 Pumping Labor & Expense	173,740		173,740
43100626 Miscellaneous Expenses	76,542		76,542
43100631 Maint. of Structures & Improvements	3,000		3,000
43100633 Maint. of Pumping Equipment	193,535		193,535
TOTAL PUMPING EXPENSES	804,817	0	804,817
WATER TREATMENT EXPENSES			
43100641 Chemicals	101,800		101,800
43100642 Operation Labor and Expense	698,778		698,778
43100643 Miscellaneous Expense	2,000		2,000
43100651 Maint. Of Structures & Improvements	32,100		32,100
43100652 Maint. Of Water Treatment Equipment	447,308		447,308
TOTAL WATER TREATMENT EXPENSE	1,281,986	0	1,281,986
TRANSMISSION AND DISTRIBUTION EXPENSES			
43100663 Meter Expenses	131,999		131,999
43100664 Customer Installation Expenses	75,428		75,428
43100665 Miscellaneous Expenses	133,135		133,135
43100672 Maint of Distribution Reservoirs & Standpipes	15,712		15,712
43100673 Maint of Transmission & Distribution Mains	520,496		520,496
43100675 Maintenance of Services	250,427		250,427
43100676 Maintenance of Meters	52,112		52,112
43100677 Maintenance of Hydrants	257,314		257,314
TOTAL TRANSMISSION & DISTRIBUTION EXP.	1,436,623	0	1,436,623

ITEM NO. 5-6
PUC AGENDA 12/15/20

**TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
BUDGET - FISCAL YEAR 2020-2021**

	CURRENT BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
CUSTOMER ACCOUNT EXPENSES:			
43100902 Meter Reading Expenses	23,001		23,001
43100903 Customer Records & Collection Expense	151,661		151,661
TOTAL CUSTOMER ACCOUNT EXPENSES	174,662	0	174,662
ADMINISTRATIVE AND GENERAL EXPENSES:			
43100920 Administrative & General Salaries	732,903		732,903
43100921 Office Supplies & Other Expenses	30,100		30,100
43100923 Outside Services Employed	268,845	42,900	311,745
43100924 Property Insurance	55,000		55,000
43100925 Injuries & Damages	135,000		135,000
43100926 Employee Pensions & Benefits	343,800		343,800
43100928 Regulatory Expenses	26,000		26,000
43100930 Miscellaneous General Expenses	40,300		40,300
43100932 Maintenance of General Plant	77,068		77,068
TOTAL ADMINISTRATIVE & GENERAL EXP.	1,709,016	42,900	1,751,916
DEPRECIATION & TAX EXPENSES			
43100403 Depreciation Expense	2,041,210		2,041,210
43100408 Taxes Other Than Income Taxes	6,400		6,400
TOTAL DEPRECIATION & TAX EXPENSES	2,047,610	0	2,047,610
TOTAL OPERATING EXPENSES	7,932,226	42,900	7,975,126
OPERATING INCOME (LOSS)	(922,976)	(42,900)	(965,876)
NON-OPERATING REVENUE			
43100415 Rev. fr. Mdse. Jobbing & Contract Work	13,100		13,100
43100419 Interest and Dividend Income	174,300		174,300
43100421 Misc. Nonoperating Income	11,700		11,700
43100473 Connection Charges for Maintenance Reserve	87,780		87,780
TOTAL NON-OPERATING REVENUE	286,880	0	286,880
NON-OPERATING EXPENSES			
43100427 Interest on Long Term Debt	67,700		67,700
TOTAL NON-OPERATING EXPENSES	67,700	0	67,700
NET INCOME OR (LOSS)	(703,796)	(42,900)	(746,696)

ITEM NO. 5-7
PUC AGENDA 12/15/20

TOWN OF WALLINGFORD, CONNECTICUT

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

Date: 12/8/2020

3M.

1. Request for _____ transfer of funds
 X appropriation of funds

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

\$146,000 From: Title Retained Earnings

\$146,000 To: Title Transmission Station Equipment Acct. No. 353

Explanation: See enclosed memo

Certified as to availability of funds:

[Signature] Date: 12/8/20
Office Manager

Submitted by: Joy Burr Date: 12/8/20
Division Head

[Signature] Date: 12/8/20
Department Head

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

[Signature] Date: 12-15-2020
Chairman, Public Utilities Commission

Certified as to Availability of Funds:

[Signature] Date: 1/5/2021
Comptroller

Approved – subject to the approval of the Town Council

W Dickinson Date: 1/5/21
Mayor

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



RECEIVED
MAYOR'S OFFICE
Town of Wallingford, Connecticut
28 DEC 17 PM 12:08
MEMORANDUM

TONY BUCCHERI
GENERAL MANAGER

DEPARTMENT OF PUBLIC UTILITIES
100 JOHN STREET
WALLINGFORD, CONNECTICUT 06492

TELEPHONE 203-294-2265
FAX 203-294-2267

To: Rick Hendershot, Director of Public Utilities

c: B. Naples

From: Tony Buccheri, General Manager

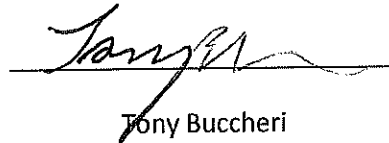
Date: December 8, 2020

Re: FISCAL 2020-2021 BUDGET AMENDMENT – ACCOUNT 353

Attached for your review is a Budget Amendment to increase account #353 – Transmission Station Equipment in the amount of \$146,000. This account covers capital expenditures incurred by the Electric Division for transmission line and substation projects. The Electric Division is working with EverSource on NPCC Directory 1 compliance projects. These compliance projects take months of engineering and planning. The Electric Division is planning to complete three line relay replacement projects with EverSource this year. An analogues estimate was not available to Electric Division staff when the fiscal 2020-2021 budget was prepared. The Electric Division estimated \$120,000 for this work in fiscal 2020-2021 knowing there was also \$149,000 in capital carry forward funds available.

After nearly completing the first of three relay upgrade projects, the Electric Division now has an analogues estimate to work from. The Electric Division has revised the estimated cost to complete all three relay projects. The Budget Amendment is intended to cover those anticipated costs for the balance of the fiscal year.

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



Tony Buccheri

TB/kaw

Attachment

TOWN OF WALLINGFORD, CONNECTICUT

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

Date: 12/8/2020

3n.

1. Request for _____ transfer of funds
 X appropriation of funds

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

\$320,000 From: Title Retained Earnings

\$320,000 To: Title Distribution Line Transformers Acct. No. 368

Explanation: See enclosed memo

Certified as to availability of funds:

[Signature]
Office Manager

Date: 12/8/20

Submitted by:

[Signature]
Division Head

Date: 12/8/20

[Signature]
Department Head

Date: 12/8/20

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

[Signature]
Chairman, Public Utilities Commission

Date: 12-15-2020

Certified as to Availability of Funds:

[Signature]
Comptroller

Date: 1/5/2021

Approved – subject to the approval of the Town Council

[Signature]
Mayor

Date: 1/5/21

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

TOWN OF WALLINGFORD, CONNECTICUT
TOWN COUNCIL MEETING

30,

**HELD REMOTELY
at GoToMeeting.com**

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

The Town Council Meeting on Tuesday, December 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, Thomas Laffin, Gina Morgenstein, Joseph A. Marrone, III (arrived late), Christopher K. Shortell, Christina Tatta, Vincent F. Testa, Jason Zandri and Chairman Vincent Cervoni. Councilor Craig Fishbein was absent. Mayor William W. Dickinson, Jr., Town Attorney Gerald E. Farrell, Sr., Corporation Counsel Janis Small 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 \$19,568.98 (#268-335) Acct. #1001001-41020 – Tax Collector
 - 3b. Acceptance of donation from the Schweikert family and consider and approve Appropriation of funds in the amount of \$620 to Misc. Revenue, Acct. #1009052-47040 and to P.S. – Vet Account, Acct. #10020100-56742 – Animal Control
 - 3c. Acceptance of donations from “Wag, Walk, Love with Amyra” and consider and approve Appropriation of funds in the amount of \$1,042 to Misc. Revenue, Acct. #1009052-47040 and to P.S. Vet, Acct. #10020100-56742 – Animal Control
 - 3d. Acceptance of State of Connecticut Reimbursement for Dispatcher 911 training overtime costs and consider and approve Appropriation of funds in the amount of \$529– Police Dept.

\$320	To: Revenue	Acct. #1009052-47040
\$320	To: Police Overtime	Acct. #10020050-51400
\$209	From: Revenue	Acct. #1009052-47040
\$209	To: Continuing Education & Training	Acct. #10020050-55700
 - 3e. Acceptance of donation from Ms. D. Fitzsimmons and consider and approve Appropriation of funds in the amount of \$100 to Revenue Donations - Police, Acct. #2502002-47152 and to Expense Donation-Police, Acct. #25020050-58830-10135 – Police Dept.

- 3f. Consider and approve a Transfer in the amount of \$5,700 from Regular Salaries/Wages, Acct. #10010400-51000 to Purchased Services- Accounting, Acct. #10010400-56724 – Comptroller
- 3g. Consider and approve a Transfer in the amount of \$2,000 – Fire Dept.
- | | | |
|---------|----------------------------------|-----------------------------|
| \$300 | From: Maintenance of Building | Acct. #10010800-54315 |
| \$200 | From: Maintenance of Vehicle | Acct. #10010800-54320 |
| \$500 | From: Maintenance of Equipment | Acct. #10010800-54325 |
| \$250 | From: Office Expenses & Supplies | Acct. #10010800-56100 |
| \$650 | From: Operating Expenses | Acct. #10010800-58735 |
| \$100 | From: Badge Printer | Acct. #10010800-57000-00937 |
| \$2,000 | To: Telephone | Acct. #10010800-53000 |
- 3h. Acceptance of fire watch services reimbursement from Trail of Terror and consider and approve Appropriation of funds in the amount of \$7,387 to Miscellaneous Revenue, Acct. #1009052-47040 and to Replacement Pay, Acct. #10020150-51500 – Fire Dept.
- 3i. Consider and approve Revised Job Description for Secretary – Program Planning/Human Resources
- 3j. Consider and approve reappointment of Gina M. Varano to the Personnel and Pensions Appeals Board for a five year tem effective immediately and expiring December 31, 2025 - Mayor
- 3k. Consider and approve a Transfer in the amount of \$1,053 from Office Supplies, Acct. #10010150-56100 to PC & Accessories, Acct. #10010150-TBD – Mayor
- 3l. Approve Town Council Regular Meeting Schedule 2021.
- 3m. Approval of Amended Town Council Minutes of November 10, 2020 and Town Council Minutes of November 24, 2020.

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

MADE BY: LAFFIN
SECONDED BY: SHORTELL
VOTE: ALL AYE
MOTION: PASSED

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

5. **PUBLIC QUESTION AND ANSWER PERIOD**

Bill Comerford, 5 Broadview, stated he has asked the Mayor the location of the 44 unmarked graves and the town has not helped in identifying the locations. Mr. Comerford wants to know if the state can provide ground penetrating radar to help locate the graves. Mayor Dickinson referred Mr. Comerford to the Cemetery Association.

6. COVID Update – Stephen Civitelli, Health Director/Chairman Cervoni

Mr. Civitelli gave a presentation on COVID-19 (attached).

Chairman Cervoni asked how many cases the town gets on a 14 day average. Mr. Civitelli replied 26 cases per day on average.

Councilor Shortell is struck by the fact that people are doubting COVID and he is worried about people not taking the vaccine.

Councilor Morgenstein questioned the R Factor – R Value. Mr. Civitelli explained we want it below 1 and it is 2-3 now. He went on to say the state is struggling with testing.

Councilor Zandri stated to Mr. Civitelli that he appreciates the thoroughness of his report. Councilor Zandri supports rapid and repeated cleaning and he feels distancing and mask wearing is working.

Councilor Morgenstein inquired about extra cleaning and a fogging process. Mr. Civitelli said they do not fog offices.

Ben Martin, 329 Ward Street, stated we cannot close gyms. He asked if we have authority to impose tighter restrictions than the state does. Chairman Cervoni said the town has the authority and makes emergency orders.

7. Consider and approve a Transfer in the amount of 167,263 – Fire Dept.

\$100,000	From: Contingency-Misc./General	Acct.#10019000-58820
\$ 59,000	From: Contingency-Accrued	Acct. #10019000-58821
\$ 8,263	From: Fire-Tax Abatement	Acct. #10020150-52961
\$167,263	To: Fire-Replacement Pay	Acct. #10020150-51500

In Attendance: Richard Heidgerd, Fire Chief

MOTION WAS MADE TO approve a Transfer in the amount of 167,263.

MADE BY: LAFFIN

SECONDED BY: SHORTELL

Chief Heidgerd stated there is a substantial shortfall for many reasons including COVID, vacation time, sick/quarantining and four long term injuries which has impacted this account hard.

Councilor Laffin stated this transfer is not related to the last one and Chief Heidgerd said that is correct.

Councilor Laffin inquired about the timeline and Chief indicated early February.

Mayor Dickinson said he does not want to use up general contingency and remarked we haven't even started winter yet, referring to snow/ice removal.

Councilor Laffin asked if we run over, can we use the rainy day fund. The Mayor said that is the absolute last thing we should do and stated starting April 1st we can move the money from other places.

Mr. Civitelli, Chief Heidgerd, Councilor Laffin and Mr. Bowes discussed the budget.

Mr. Bowes explained that federal funds are for overtime related to provable COVID-19 cases, PPE cleaning and things of that nature.

Councilor Testa asked if people that are being replaced are also being paid. Chief answered yes.

Mr. Bowes explained that overtime to cover someone is not reimbursed unless it is related to a COVID-19 call.

Mr. Bowes and Councilor Testa discussed overtime.

Councilor Shortell would like clarification of accounts. He asked if the contingency account is accrued. Mr. Bowes answered yes.

Councilor Shortell asked how much money has been saved thorough open positions and how many open positions there are. Mr. Bowes said he is not sure and that this is part of post April 1st transfer.

Councilor Tatta asked Mr. Bowes if there is any other spot he can get this from. Chief stated they have looked at this and there are no other options.

ROLL CALL VOTE:	SHORTELL: YES
FISHBEIN: ABSENT	TATTA: YES
LAFFIN: YES	TESTA: YES
MARRONE: YES	ZANDRI: YES
MORGENSTEIN: YES	CERVONI: YES
8-AYE	
1-ABSENT	
MOTION: PASSED	

8. Consider and approve renewal of Real Property Tax Incentive for the Incentive Housing Zone for a three year term effective December 12, 2020 – December 12, 2023 – EDC

*In Attendance: Tim Ryan, Economic Development Specialist
Alison Kapushinski, Town Engineer*

MOTION WAS MADE TO approve renewal of Real Property Tax Incentive for the Incentive Housing Zone for a three year term effective December 12, 2020.

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

Chairman Cervoni asked Mr. Ryan to provide a summary of the program Incentive.

Mr. Ryan stated this is the most generous tax incentive. He explained the schedule of benefits indicating the first two years would be zero taxes due, the second two years would be 25% of the new taxable rate due and the fifth year would be 50% of taxes collected on the assessment. Mr. Ryan went on to give a summary of the program.

Chairman Cervoni thanked Mr. Ryan and said he needed to be convinced.

Councilor Tatta asked if this is for a new purchase only or an existing purchase or a \$1 million investment. Mr. Ryan stated a \$1million investment would qualify.

Councilor Testa discussed properties and possibilities with Mr. Ryan.

Ben Martin, 329 Ward Street, asked if a comparison was done of tax revenue to see if the town would benefit more from 10 small businesses versus one large business. Mr. Ryan answered no.

Larry Morgenstein, South Main Street, stated this has been a concern for a long time. He asked Ms. Kapushinski how big the parking lot footprint is. Ms. Kapushinski replied 1.3 acres.

Mr. Ryan stated we need a place for parking.

ROLL CALL VOTE:	SHORTELL: YES
FISHBEIN: ABSENT	TATTA: YES
LAFFIN: YES	TESTA: YES
MARRONE: YES	ZANDRI: YES
MORGENSTEIN: YES	CERVONI: YES
8-AYE	
1-ABSENT	
MOTION: PASSED	

- 9. Consider and approve Appropriation of funds in the amount of \$293,205 regarding Brothers Parking Lot – Engineering

\$165,000	To: Use of Fund Balance (CNR Fund)	Fund #301
\$128,205	To: State Grant- STEAP	Fund #301
\$293,205	To: Exp. – Brothers Parking Lot	Fund #301

In Attendance: Alison Kapushinski, Town Engineer

MOTION WAS MADE to approve Appropriation of funds in the amount of \$293,205 regarding Brothers Parking Lot.

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

Ms. Kapushinski provided a power-point presentation. She named the three lots owned by the town; Hall Avenue, Quinnipiac Street and North Cherry Street.

Councilor Morgenstein stated any changes would have to be approved. She feels green areas should not be maintained by volunteers. She would like to see bike racks, more green spaces and electric charging stations.

Councilor Testa feels we can wait to do this. He stated the plan is beautiful but there are more innovative ways to use this property. He supports charging stations and bike racks.

Councilor Tatta said Public Works will be doing work on this and she asked if they will be getting money for expenses. Ms. Kapushinski stated Engineering covers the materials. Councilor Tatta then asked this fiscal year? Ms. Kapushinski stated in the Spring.

Councilor Tatta supports putting conduit in. She asked if there are any stipulations in the grant preventing us from doing that. The Mayor said he is not aware of any stipulation. He went on to say we are trying to improve it for a foreseeable future and we can move in another direction as the future unfolds.

Councilor Zandri remarked why run the conduit and not go ahead with it. The Mayor stated the cost is \$15,000 - \$20,000 per station and we cannot add money at this point.

Councilor Laffin feels we need the parking lot to accommodate future developments. He likes green space on the border and he thinks this is a good plan.

Councilor Shortell stated the money is already appropriated so this is not going to burden tax payers. He remarked there are six parks within a two minute drive and stated we do not need another park.

Joe Mirra, 7 Summerwood Drive, feels it would be a disadvantage to do something else with this property.

Mr. Martin inquired about putting utilities underground. Ms. Kapushinski said that it would be too costly. Mr. Martin feels extending the green area would increase foot traffic. He then stated a parking lot would cost more for snow removal and he believes it would be more efficient to develop natural spaces.

Mr. Bowes stated you can't move money once it is appropriated.

James Hine, 342 South Elm Street, is confused as to why we are doing this. He mentioned that two experts recommend this parcel for development.

James Wolfe, 396 Church Street, feels right now the best opportunity for the community atmosphere would be repurpose of the railroad station.

Bob Gross, Long Hill Road, asked if we would be paving the entire lot. Ms. Kapushinski answered yes, all three town lots.

Mr. Gross asked if we have considered purchasing other lots. Mr. Ryan said serious effort was made but the price was above the professional appraised number.

Adelheid Koepfer, 23 Whiffle Tree Road, feels conflicted with this project. She stated she is happy to hear about charging stations.

Larry Morgenstein, South Main Street, inquired about the current utilization of the parking lot. The Mayor explained since COVID there has been reduced traffic and parking but prior to COVID the parking lot was filled. Mr. Morgenstein wonders if we are doing our due diligence and asked if we have done our homework. He remarked there is no such thing as a beautiful parking lot.

Mr. Ryan stated that EDC has not marketed the property and noted this is not the role of EDC. He said the property was for sale and we purchased it.

ROLL CALL VOTE:		SHORTELL: YES
FISHBEIN:	ABSENT	TATTA: YES
LAFFIN:	YES	TESTA: YES
MARRONE:	YES	ZANDRI: YES
MORGENSTEIN:	NO	CERVONI: YES

7-AYE
1-ABSENT
1-NAY
MOTION: PASSED

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 10:41 P.M.

MADE BY: LAFFIN
SECONDED BY: SHORTELL
VOTE: ALL AYE
MOTION: PASSED

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.

MOTION WAS MADE TO MOVE OUT OF EXECUTIVE SESSION AT 11:18 P.M.

MADE BY: LAFFIN
SECONDED BY: SHORTELL
VOTE: ALL AYE
MOTION: PASSED

Time of Executive Session 10:41 p.m. to 11:18 p.m.

Attendance at Executive Session:

LAFFIN	MAYOR WILLIAM W. DICKINSON, JR.
MARRONE	CORPORATION COUNSEL JANIS SMALL
MORGENSTEIN	TOWN ATTY. GERALD E. FARRELL, SR.
SHORTELL	
TATTA	
TESTA	
ZANDRI	
CERVONI	

The meeting was adjourned at 11:18 p.m.

Respectfully submitted,

Lisa Moss
Council Staff
Meeting digitally recorded

Vincent Cervoni, Chairman

Date

Barbara Thompson, Town Clerk

Date

RECEIVED FOR RECORD 12-14-20
AT 4:30 AND RECEIVED BY
Barbara Thompson TOWN CLERK



COVID-19 UPDATE WALLINGFORD HEALTH DEPARTMENT

Date of Report: December 7, 2020

Stephen A. Civitelli, RS, MPH

Director of Health



MONTHLY CONFIRMED CASE TOTALS

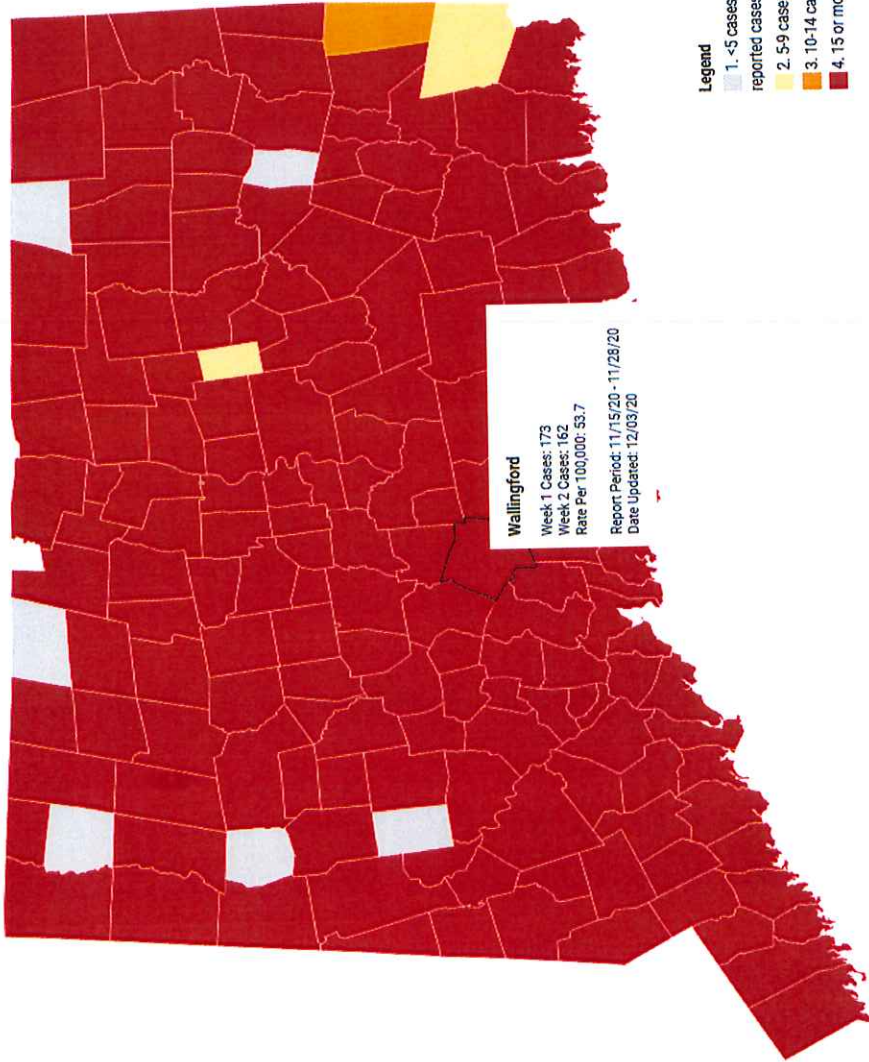
- Total Cases 1656
- 1565 Confirmed
- 91 Probable
 - A person meeting clinical criteria AND epidemiologic evidence with no confirmatory laboratory testing performed for COVID-19.
- June - 24 Confirmed Cases (23 Community) (1 Nursing Home)
- July - 18 Confirmed Cases (18 Community)
- August – 24 Confirmed Cases – (24 Community)
- September – 80 Confirmed Cases (68 Community 1 Nursing Home)
- October – 233 Confirmed Cases (215 Community 2 Nursing Home)
- November – 513 Confirmed Cases (506 Community 7 Nursing Home/cases pending)



HOSPITALIZATIONS/FATALITIES

- Hospitalizations Statewide - 1150 (12/7)
- 108 total fatalities as of (12/3)
 - Confirmed 98
 - Probable 10
- Community - 5
- Long Term Care Fatalities – 103
- Total # of tests - 56,647

Average Daily Rate of COVID-19 Cases Among Persons Living in Community Settings per 100,000 Population By Town



- Legend**
- 1. <5 cases per 100,000 or <5 reported cases
 - 2. 5-9 cases per 100,000
 - 3. 10-14 cases per 100,000
 - 4. 15 or more cases per 100,000

This map shows the average daily rate of new cases of COVID-19 by town during the past two weeks. Only cases among persons living in community settings are included in this map; the map does not include cases among people who reside in nursing home, assisted living, or correctional facilities.

Map: Ver 12.1.2020 - Source: CT Department of Public Health - Get the data - Created with Datawrapper





COVID-19 UPDATE

- Town Alert CT DPH 14 day rolling average
- Meriden – 76.1
- Wallingford – 53.7 (11% reduction in case rates over previous week)
- Cheshire – 32.1
- Middlefield – 35.9
- Durham – 30.8
- North Haven - 45.5
- North Branford – 37.3



CONTACT TRACING

- Contact Tracing conducted monitoring 42 individuals for a 10-day window as of December 7th.
- Utilizing Contact CT Microsoft System.
- Most common sources of transmission Private Gatherings and Familial Spread

VACCINE/DISTRIBUTION UPDATE

- Health Department obtained CoVP designation for vaccine distribution from CT DPH Immunization Program
 - Moderna vaccine to be distributed to local health
 - Partnering with Masonicare for vaccine distribution of critical workforce
- Health Department tasked with Phase 1b Critical Infrastructure Workers.

TOWN OF WALLINGFORD

6.

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


Date: 1/4/21

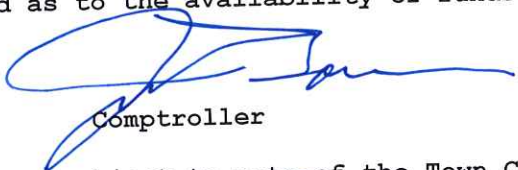
I. Request for: xx Transfer of funds
 Appropriation of funds
X General Fund
 Other Title

Amount: <u>\$90,000.00</u>	FROM: Title: <u>Plow Truck</u>	Acct.No. <u>10030000-57000-00945</u>
\$ <u> </u>	FROM: Title: <u> </u>	Acct. No. <u> </u>
\$ <u> </u>	FROM: Title: <u> </u>	Acct. No. <u> </u>
\$ <u> </u>	FROM: Title: <u> </u>	Acct. No. <u> </u>
\$ <u> </u>	FROM: Title: <u> </u>	Acct. No. <u> </u>
\$ <u> </u>	FROM: Title: <u> </u>	Acct. No. <u> </u>


Amount: <u>\$90,000.00</u>	TO: Title: <u>Overtime Account</u>	Acct. No. <u>10030000-51400</u>
\$ <u> </u>	TO: Title: <u> </u>	Acct.No. <u> </u>

Explanation: PER ATTACHED LETTER AS REQUIRED

SUBMITTED BY: 
Department/Division Head
Robert V. Baltramaitis, Director Public Works
Certified as to the availability of funds:


Comptroller

APPROVED -- subject to vote of the Town Council:


Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

The transfer of \$90,000.00 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 _____, 2021.

Town Clerk



Town of Wallingford, Connecticut

ROBERT V. BALTRAMAITIS, P.E.
Director of Public Works

STEPHEN M. PALERMO
Superintendent of Public Works

Department of Public Works
29 Town Farm Road
Wallingford, Connecticut 06492

Telephone (203) 294-2105
Fax (203) 294-2107

MEMO

To: Mayor William W. Dickinson, Jr.

From: Rob Baltramaitis - DPW

Date: January 4, 2021

**RE: Request for Funding Transfer
To Account # 10030000-51400 Overtime**

Dear Mayor,

As you are aware, the final budget adopted by the Town Council for the 2020-2021 FY reduced this Departments available overtime wages budget significantly. Only \$181,127.00 was approved of the \$339,627.00 requested. The budget request was based on the latest five-year average of overtime expenditures.

Unsurprisingly, we find this account at or nearly depleted. I am requesting a \$90,000.00 transfer from capital account #10030000-57000-00945 "Plow Truck" into the referenced Overtime account.

While I regret being unable to make the purchase of a very needed piece of equipment, the Overtime account NEEDS to be replenished so that we can continue to fight winter weather and protect public safety.

Very Truly Yours,

Robert V. Baltramaitis, P.E.
DPW Director

Enclosure



Town of Wallingford, Connecticut

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

7.

MEMORANDUM

TO: Christopher K. Shortell, Chairman, Ordinance Committee
Vincent Cervoni, Vice Chairman, Ordinance Committee
Town Council Members

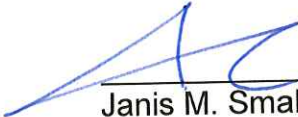
FROM: Janis M. Small, Corporation Counsel

CC: William W. Dickinson, Jr., Mayor
James M. Bowes, Comptroller

RE: Revisions to Chapter 46, Reserve Accounts, Article II of the
Code of the Town of Wallingford

DATE: December 7, 2020

Enclosed is the amendment to the Ordinance. I did change paragraph (d) because the language in the draft did not accurately reflect the section in the Charter. I am enclosing relevant language from the Charter for your information. Because there are two aspects to the issue of lapsing, I chose to reference the section as opposed to repeating the Charter language.



Janis M. Small
Corporation Counsel

JMS/bjc

Enclosures

**AMENDMENT TO CHAPTER 46, RESERVE ACCOUNTS, ARTICLE II,
OF THE CODE OF THE TOWN OF WALLINGFORD**

BE IT ENACTED BY THE TOWN COUNCIL IN SESSION:

That Chapter 46, Reserve Accounts, Article II, Capital and Nonrecurring Expenditures, is amended as follows:

1. §46-5, §46-7, and §46-8 are amended to replace Chapter XV with Chapter XIX each place it appears.

§46-7. Management of funds, is also amended to replace Chapter VII with Chapter VIII.

2. To add the following new section:

(New) § 46-9. Reporting Requirements.

On February 1 of each fiscal year, the Comptroller shall provide the Town Council with a report on the Capital and Nonrecurring Reserve Account and include the following information:

- a. The audited, unassigned fund balance in the Capital and Nonrecurring Fund Account as of the most recent audit from the close of the prior fiscal year (e.g. June 30th);
- b. All Capital and Nonrecurring projects completed since the prior fiscal year, and the amount of unexpended funds allocated to those projects;
- c. All Capital and Nonrecurring projects closed out and the unexpended funds allocated to them;
- d. All projects since June 30th of the prior fiscal year that have lapsed under Chapter XIX, Section 4 of the Town Charter; and
- e. All incomplete Capital and Nonrecurring projects, date of original approval, and such re-approvals, and the amount of the unexpended funds allocated to those projects.

ORDINANCE NO. _____

I HEREBY CERTIFY that this Ordinance was enacted by the Town Council of the Town of Wallingford this _____ day of January, 2021, in accordance with the provisions of the Charter of the Town of Wallingford.

Town Clerk

APPROVED: _____
William W. Dickinson, Jr., Mayor

DATE: _____

TOWN OF WALLINGFORD, CONNECTICUT

1/4/2021 9.

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

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

Fund: _____ General Fund
X _____ Other

Title Cap. & Non-Recurring Fund

Amount: \$ 375,000 FROM Title: Fund Balance Acct No. Fund # 301 CNR
TO: USE - CNR Fund

Amount: \$ 375,000 TO: Title: Parking Lots - Acct No. Fund # 301 CNR
Simpson Court (Rear)
Wallace Ave (East & West) T/B/D

Explains PER ATTACHED LETTER AS REQUESTED

Submitted by:

W Dickinson
Department/Division Head

Certified as to availability of funds:

[Signature]
Comptroller

APPROVED: -- subject to the availability of funds:

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 _____, 20 _____.

Town Clerk



OFFICE OF THE MAYOR
TOWN OF WALLINGFORD
CONNECTICUT

WILLIAM W. DICKINSON, JR.
MAYOR

45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE 203 294-2070
FAX 203 294-2073

January 5, 2021

Wallingford Town Council
Wallingford, CT 06492

ATTENTION: Vincent Cervoni, Chairman

Dear Council Members:

The attached materials include maps, letters and leases relevant to the paving and other improvements proposed for three parking areas (1. Parking lot behind Simpson Court; 2. Wallace Avenue East parking lot; 3. Wallace Avenue West parking lot; Wallace Avenue lots are behind St. Paul's Episcopal Church and proximate to the Police Department parking). The cost is \$375,000 for paving and improvements at all of these locations.

With regard to the Simpson Court lot, we have provided copies of the leases with private property owners. The term of the leases is 25 years. All of the owners have agreed to sign the leases upon the Town's approval of the project.

We have the opportunity to make our parking lots safer and more attractive, thus encouraging business and vitality. We ask that you support this project.

Sincerely,

William W. Dickinson, Jr.
Mayor

jms



Town of Wallingford
Department of Engineering
45 South Main Street
Wallingford, Connecticut 06492
Tel: (203) 294-2035; Fax: (203) 284-4012

Alison M. Kapushinski, P.E.
Town Engineer

MEMO

TO: Mayor Dickinson
FROM: Alison Kapushinski, P.E. – Town Engineer Amk
RE: **Appropriation Request for Public Parking Lots**
DATE: January 4, 2021

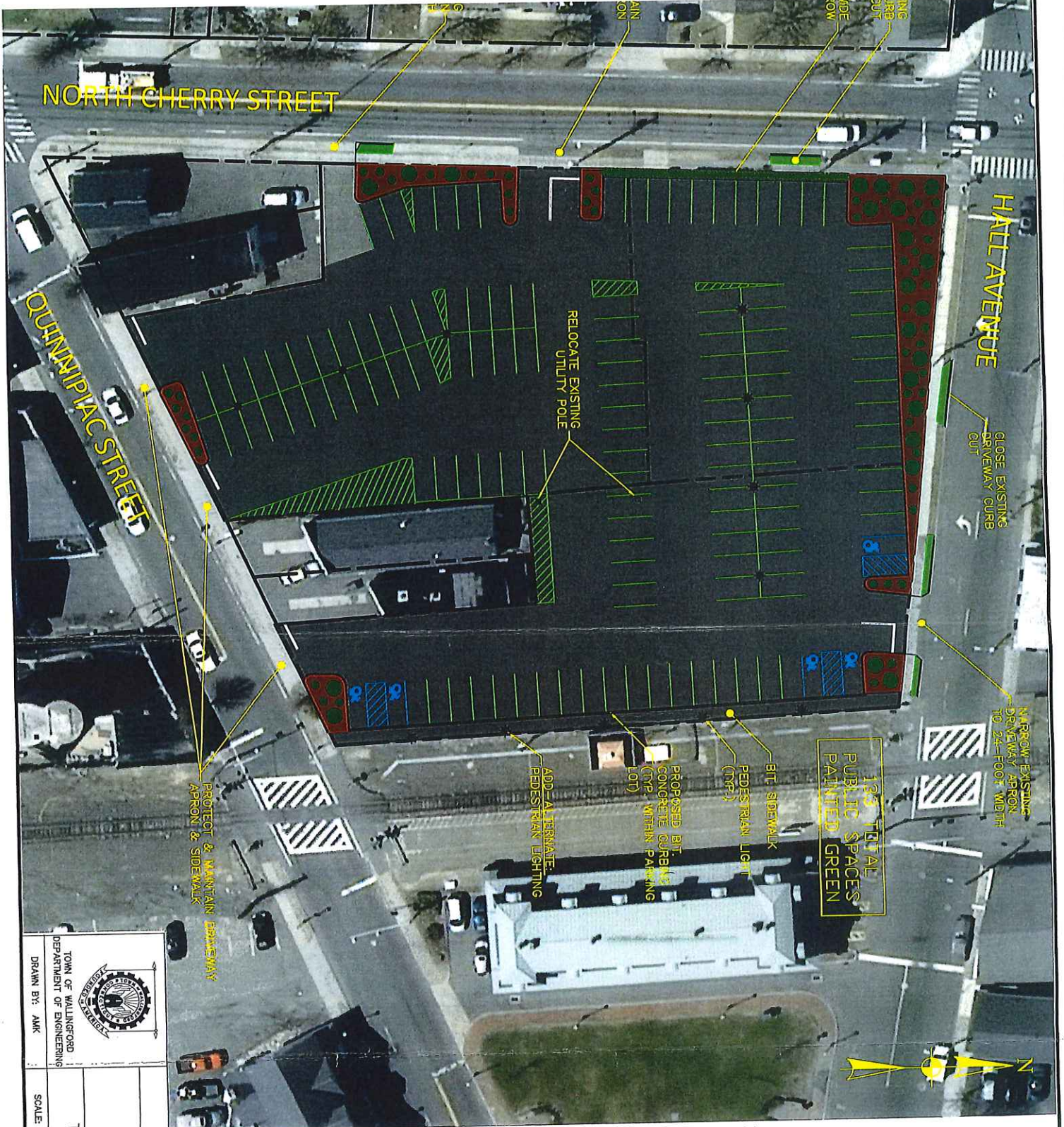
Dear Mayor Dickinson:

I'm writing to request the appropriation of \$375,000 to the Capital & Non-Recurring Fund for construction expenses associated with the reconstruction and/or surfacing of three public parking areas. The areas include Simpson Court Rear Parking, Wallace Avenue Parking (East), and Wallace Avenue Parking (West). Please see attached figure outlining the work areas. The requested funds will supplement approximately \$47,800 in the Capital and Non-Recurring Fund previously allocated for these projects under the Wallace Avenue and Wooding Caplan Lot projects.

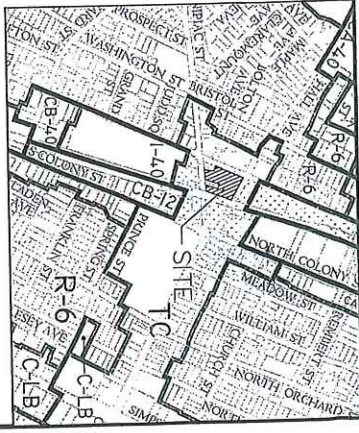
If you have any questions or would like additional information, please don't hesitate to contact me.

Thank you

attachment

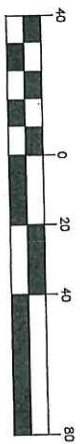


123 TOTAL
PUBLIC SPACES
PAINTED GREEN



ZONING MAP

1" = 1200'



GRAPHIC SCALE

CONCEPTUAL SITE PLAN

NORTH CHERRY STREET
PARKING LOT IMPROVEMENTS
TOWN OF WALLINGFORD

TOWN OF WALLINGFORD, CONNECTICUT
DEPARTMENT OF ENGINEERING



TOWN OF WALLINGFORD
DEPARTMENT OF ENGINEERING
DRAWN BY: AMK

SCALE: 1" = 40' DATE: AUGUST 11, 2020 SHEET: SP-1



SIMPSON
COURT REAR
PARKING

WALLACE
AVENUE
PARKING
(WEST)

WALLACE
AVENUE
PARKING
(EAST)

NORTH MAIN STREET

CENTER STREET
ROUTE 150

WALLACE AVENUE



Town of Wallingford
Department of Engineering
45 South Main Street
Wallingford, Connecticut 06492
Tel: (203) 294-2035; Fax: (203) 284-4012

Alison M. Kapushinski, P.E.
Town Engineer

10.

MEMO

TO: Mayor Dickinson
FROM: Alison Kapushinski, P.E. – Town Engineer AMK
RE: **Simpson Court Parking Lot Design**
DATE: January 4, 2021

Dear Mayor Dickinson:

Consistent with the plan presented at the June 25, 2019 Town Council Meeting, the purpose of reconstructing the parking lot behind Simpson Court is to restore the vehicular connection between Center Street and Church Street while providing a more organized parking area. There are 85 proposed public parking spaces within the Town's lease area.

In general, the proposed project includes demolishing the existing parking lot and planter walls, regrading the lot, improving the drainage, and striping the public parking spaces green.

If you have any questions or would like additional information, please don't hesitate to contact me.

Thank you

PARKING LOT LEASE

THIS PARKING LOT LEASE, "Lease", made this _____ day of _____, 2020, between **BARNES HOMESTEAD, LLC**, "Lessor", a Connecticut limited liability company, and the **TOWN OF WALLINGFORD**, "Lessee", a municipal corporation existing under the laws of the State of Connecticut and located in New Haven County, acting herein by William W. Dickinson, Jr., its Mayor, duly authorized.

WITNESSETH:

WHEREAS, Lessor is the owner of property located at 36-40 North Main Street, Wallingford, Connecticut (the "Property"); and

WHEREAS, Lessee has an existing right to use a portion of the Property (hereinafter referred to as the "Original Easement Area") for ingress, egress and public parking pursuant to that certain agreement recorded in Volume 289 at Page 346 of the Wallingford Land Records, (hereinafter referred to as the "Original Easement"); and

WHEREAS, Lessor and Lessee agree to enter into this Lease for a public parking lot and to provide for the rights and responsibilities of the parties hereto; and

WHEREAS, the Lessee intends to enter into agreements with the Lessor and three other property owners for the purpose of constructing and maintaining an improved public parking lot (the "New Lot"), as shown on the "Parking Lot Lease Areas and Public Parking Arrangement 7-23-19" Plan, attached hereto and made a part hereof as **Exhibit A** (the "Plan"); and

WHEREAS, the Lessee has prepared the Plan showing the existing parking lot and the New Lot, and the portion of Lessor's property which is included within each and thus subject to this Lease.

NOW THEREFORE, in consideration of the mutual benefits to the parties and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Lessor does hereby lease to the Lessee, to have and to hold, for the period of twenty-five (25) years (the "Initial Term"), commencing on _____, 2020 (the "Commencement Date") and expiring on _____, 2045 (as the same may be extended pursuant to the terms of this Lease, the "Expiration Date"), the premises shown as "36 North Main Street", as shown on **Exhibit A**, hereinafter referred to as the "Demised Premises". Lessee may, on not less than twelve (12) months prior written notice to Lessor, extend the original term for an additional period of twenty-five (25) years (the "Extension Term") on the same terms and conditions set forth in this Lease. Lessee's exercise of any right to extend the Initial Term for the Extension Term shall be subject to the following conditions at the time of such exercise: (i) this Lease is in full force and effect; (ii) no event of default (beyond applicable notice and cure periods) by Lessee under this Lease has occurred and is continuing; (iii) Lessee has timely exercised the extension option, with time being of the essence. If Lessee exercises the extension option, Lessee may not thereafter revoke such exercise.

The Lessor hereby reserves for itself, its successors, assigns, tenants and invitees free pedestrian and vehicular access to the Demised Premises and all other rights, except that such rights of use are subject to the requirements provided in Paragraph 11 of this Lease. Said uses, however, shall not unreasonably interfere with the Lessee's use of the Demised Premises in accordance with this Lease. The Lessor may use the Demised Premises when and as necessary for repairs, alterations and improvements to its Property. The Lessor shall use only a portion of the Demised

Premises as is reasonably necessary and only for as long as is reasonably required to complete the work.

2. Except as reserved by the Lessor in Paragraph 1 herein, the Demised Premises shall be used by Lessee for the public parking of passenger motor vehicles and for vehicular and pedestrian ingress and egress in connection therewith and for no other purpose.

3. The Lessee agrees during the term of this Lease to maintain and keep in good condition and repair the New Lot (including the Demised Premises). The Lessee also agrees to reasonably monitor the New Lot (including the Demised Premises) for the purpose of maintaining the orderly public parking of vehicles and to ensure such public parking of vehicles is in compliance with all applicable laws and any rules that Lessee may provide for the New Lot. The Lessee also agrees that it will not reduce the number of parking spaces in the New Lot throughout the duration of this Lease, except as may be necessary to comply with the law or as otherwise agreed upon by the Lessor.

4. Subject to Lessor's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Lessee shall make alterations, additions and improvements (collectively, "Alterations") to the Demised Premises at Lessee's sole cost and expense, including reconstruction, regrading or resurfacing, provided the Demised Premises shall be used by Lessee solely for, and such Alterations shall be consistent with, surface level motor vehicle parking. Notwithstanding anything in this Lease to the contrary, the Alterations described in the Plan are approved by Lessor. The Alterations to the Demised Premises contemplated and planned by the Lessee may include, without limitation, the following:

- a. Remove the existing asphalt pavement and plants from the Demised Premises and repave the Demised Premises with new asphalt pavement;
- b. Line and provide appropriate signage for the public parking of vehicles, including ADA compliant spaces, within the Demised Premises, as shown on the Plan;
- c. Remove the existing light poles and install lights on existing utility poles;
- d. Remove any existing storm water drainage pipes and re-route the system to accommodate the parking lot improvements; provided necessary permanent easements have been granted by the adjacent property owners for the installation and servicing of a storm water drainage system;
- e. Provide snow removal and maintenance of the Demised Premises as defined in Paragraph 5 herein as needed;
- f. Lessee may remove any existing trees, shrubs or curbing within the Demised Premises it deems reasonably necessary in order to construct an open, clear and substantially level parking area within the Demised Premises.
- g. Lessee intends to improve the storm water drainage on several properties. In order to complete the work, Lessor shall grant a permanent drainage easement, in form and substance acceptable to Lessor in Lessor's sole and absolute discretion, to the owners of 2, 60 and 48 North Main Street. During the term of this Lease, Lessee shall be responsible for the obligations, including, but not limited to, maintenance and repair, under such permanent drainage easement.

Lessor agrees to provide and maintain two (2) "Low Energy" lighting fixtures on the back of the Lessor's building ("Building") on the Property, one on the north rear corner of the Building and one on the south rear corner of the Building, and Lessor shall be responsible for the electric service for such lights.

5. As part consideration for the Lessor entering into this Lease, Lessee shall maintain the New Lot (including the Demised Premises) in good condition and repair. Said obligation includes, but is not limited to, maintenance of visible parking lines and traffic markings, removal of surface litter, debris and sandas needed, and repair of

potholes, cracks, and breaks in curbing, and restriping. Lessee's obligation also includes removal of snow, sleet and ice within a reasonable time after the cessation of any fall of snow or accumulation of sleet/ice on the New Lot (including the Demised Premises). If the snow, sleet or ice cannot be entirely removed, the Lessee shall remove so much as is reasonably possible and treat the New Lot (including the Demised Premises) with sand or other suitable substance. Lessor and Lessee agree to review the condition of the Demised Premises every five (5) years, or sooner upon the request of Lessor, to evaluate the need for any additional maintenance by Lessee (such additional maintenance to be at Lessee's sole cost and expense). Lessor shall endeavor to notify Lessee in writing if Lessor believes that Lessee is failing to keep the Demised Premises in good condition and repair as required in this Lease. Lessee shall resurface the New Lot in connection with the initial Alterations, and thereafter shall not be required to resurface the New Lot unless and until the Extension Term is exercised. If Lessee exercises the Extension Term, the New Lot shall be resurfaced within twenty-four (24) months after the commencement of the Extension Term. Lessor shall not place dumpsters in the Demised premises. Lessee shall be responsible for the payment for all electric services for the Demised Premises during the term of this Lease.

6. Lessee hereby accepts the Demised Premises in its AS-IS condition with all faults as of the Commencement Date and agrees that, notwithstanding anything to the contrary in this Lease, Lessor shall have no obligation or liability to perform any alterations, work or repairs on behalf of Lessee to the Demised Premises or contribute or reimburse any sums toward same, whether Lessee incurs or has incurred any sums relating to the Demised Premises prior to, on or after the Commencement Date.

7. CONSTRUCTION ACTIVITIES: The parties acknowledge that avoiding business interruption to Lessor is a prime concern of the Lessor, and Lessee agrees to take all reasonable steps to avoid same. Lessee covenants and agrees that all construction activities contemplated herein shall be performed in such a manner as to reasonably ensure that the businesses located within the structures adjacent to the Demised Premises are able to operate with limited interruption of business. Unless otherwise modified, the parties agree that prior to the commencement of construction by Lessee, the Lessee shall provide Lessor with a phasing plan (such phasing plan to be subject to Lessor's reasonable review and comment) for the Lessor's property and that of the other properties which shall demonstrate that at least fifty (50%) of the existing parking lot is available to said businesses for customer parking. In addition, at least one entrance and exit to the parking lot shall remain open at all times. Said phasing plan shall include the location of any needed storage areas for material and parking for all construction vehicles. Lessee shall also post signage which directs business customers to the available parking. Whenever possible, Lessee shall insure both means of ingress and egress to the parking lot are open during non-construction working hours.

8. Lessee, at Lessee's sole cost and expense, shall maintain during the term of this Lease general liability insurance, including auto liability, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, together with an umbrella liability insurance policy with limits of liability of not less than \$10,000,000 per occurrence, covering personal injury (including death) and property damage arising from Lessee's actions or operations on, use of or presence on the Demised Premises. Lessee agrees to add Lessor and, upon written request from Lessor, any mortgage lender of Lessor as an additional insured.

9. The Lessee agrees to obtain all necessary approvals and permits and shall, at Lessee's sole cost and expense, promptly comply with all statutes, laws, ordinances, orders, rules, covenants, conditions, restrictions and regulations affecting any and all Alterations and/or Lessee's use of the Demised Premises. Lessee shall perform all Alterations in a diligent and good and workmanlike manner, using new materials and equipment.

10. Lessee, at Lessee's sole cost and expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with any Alterations, or any other work, labor, services or materials done for or supplied to Lessee, or any person claiming through or under Lessee. Lessee shall defend, indemnify and save harmless Lessor from and against any and all mechanics' and other liens and encumbrances filed in connection with any Alterations, and any other work, labor, services or materials done for or supplied to Lessee or any person claiming through or under Lessee, including, without limitation, security interests in any materials, fixtures or articles so installed in and constituting part of the Demised Premises and against all costs, expenses and liability incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Lessee, at Lessee's sole cost and expense, shall procure the satisfaction or discharge or record of all such liens and encumbrances, by bonding or otherwise, within thirty (30) days after the filing thereof.

11. Lessee agrees that parking on the New Lot (including the Demised Premises) shall be free and un-metered, except to the extent Lessor provides written consent. However, Lessee may impose a time restriction on parking located on the westerly side of the New Lot (i.e., the parking directly along the back fence of the New Lot).

12. This Lease shall be binding on, the respective heirs, successors, legal representatives and assigns of the parties hereto; provided, however, Lessee may not assign this Lease or sublease all or any portion of the Demised Premises without the written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion.

13. This Lease shall not be subject to cancellation by either party except in the event of a breach of its terms. In the event of a breach, the non-breaching party shall provide the other party with written notice of the alleged breach and thirty (30) days (provided such thirty (30) day period shall be extended so long as the breaching party commences a cure of such breach and thereafter diligently prosecutes such cure to completion) to cure such breach prior to terminating this Lease. Either party may seek legal action to address any claims. If the access to both Center Street and Church Street, through the New Lot, is permanently terminated (and any related litigation is concluded which results in such termination), this lease shall terminate.

14. All notices of any nature referred to in this Lease shall be in writing and sent by registered or certified mail, postage prepaid or nationally recognized overnight courier service providing a receipt (such as Federal Express), to the respective addresses set forth below or to such other addresses as the respective Parties hereto may designate in writing: if to Lessee, to Mayor, Town of Wallingford, 45 South Main Street, Wallingford, Connecticut, 06492; if to Lessor, to Barnes Homestead, LLC, 1000 Route 80, Guilford, CT 06437.

15. The Lessee shall be under no obligation at the conclusion of this Lease to restore the Demised Premises to its original condition prior to any Alterations. At the termination of this Lease, the Lessor agrees to accept the Demised Premises "as is",

subject to Lessee's maintenance and repair obligations provided in this Lease. All Alterations to the Demised Premises shall become the property of Lessor upon the Expiration Date or earlier termination of this Lease. All trade fixtures, furniture, equipment and other personal property at the Demised Premises that has been furnished or paid for by Lessee ("Lessee's Property") shall remain Lessee's property and Lessee shall remove Lessee's Property on or prior to the Expiration Date or earlier termination of this Lease. If any of the Lessee's Property is not removed on or prior to the Expiration Date or earlier termination of this Lease, then the same shall be deemed abandoned and Lessor, at Lessor's election and sole cost and expense, may either retain, store and/or dispose of the same without accountability to Lessee.

16. Nothing contained in this Lease shall be deemed to be a gift or dedication of any portion of the Demised Premises, or any part thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Lease is for the exclusive benefit of the parties hereto, their successors and assigns, and that nothing in this Lease express or implied, shall confer upon any person, other than such parties, any rights or remedies under or by reason of this Lease.

17. In the event of any legal action or proceeding between the parties hereto, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and expenses arising from any such action or proceeding from the non-prevailing party.

18. The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or

condition of any subsequent breach of the same or any other term, covenant or condition herein contained.

19. This Lease Agreement is contingent upon the execution of lease agreements and storm water drainage easements with abutting property owners included within the New Lot. Both parties agree to execute releases of the Original Easement simultaneously with the execution of this Lease. The parties hereby waive the requirement under the Original Easement that the parties give one (1) year advance written notice of the intention to terminate the Original Easement.

20. If the Demised Premises are now or at any time during the Initial Term or the Extension Term of this Lease subject to any mortgage, ground or underlying leases or any other method of financing or refinancing (each, a "Mortgage"), Lessor covenants and agrees that it shall obtain from the holder of such Mortgage, for Lessee's benefit, and Lessee agrees that it shall enter into, a subordination, non-disturbance and attornment agreement in commercially reasonable form that (1) confirms that the Lease is subordinate to the Mortgage, (2) contains an agreement by the holder of the Mortgage that, so long as Lessee is not in default of any of its covenants under this Lease beyond the time provided as a grace or cure period herein, such holder shall not disturb the Lessee in its quiet enjoyment of the Demised Premises, (3) contains an agreement by Lessee to attorn to the holder of the Mortgage if the holder of the Mortgage becomes the owner of the Demised Premises, and (4) contains an agreement by Lessee to accept a cure by the holder of the Mortgage of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor; provided, however, no such subordination, non-disturbance and attornment agreement shall otherwise materially reduce the benefits or increase the burdens on the Lessee

provided in the Lease. In the event Lessor anticipates granting a new Mortgage, Lessor shall notify Lessee promptly of the form of subordination, non-disturbance and attornment agreement proposed to be used by its prospective lender and Lessee shall, within fifteen (15) business days after receiving such notice with such form, execute the agreement or notify Lessor in writing of revisions to the proposed form that the Lessee believes are required to make the form commercially reasonable.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed in duplicate and their respective seals affixed on the date indicated.

Signed, Sealed and Delivered
In Presence Of:

LESSEE:
TOWN OF WALLINGFORD

BY: _____
William W. Dickinson, Jr., Mayor
Duly Authorized

Date Signed: _____

LESSOR:
BARNES HOMESTEAD, LLC

BY: _____

Date Signed: _____

STATE OF CONNECTICUT)

) ss. Wallingford

, 20

COUNTY OF NEW HAVEN)

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the Town of Wallingford, Signer and Sealer of the foregoing instrument, who, being duly authorized, and acknowledged the same to be his free act and deed and the free act and deed of said Town of Wallingford, before me.

Notary Public

STATE OF CONNECTICUT)

) ss. Wallingford

, 20

COUNTY OF NEW HAVEN)

Personally appeared, _____, duly authorized _____ of Barnes Homestead, LLC, signer and sealer of the foregoing instrument, who being duly authorized, acknowledged the same to be _____ free act and deed and the free act and deed of said corporation, before me.

Commissioner of the Superior Court/
Notary Public



- LEGEND:**
- PROP. PUBLIC PARKING SPACE
 - PROP. CONVENED LEASE AREA
 - PROP. PERMANENT DRAINAGE EASEMENT
 - APPROX. PROPERTY LINE
 - PROP. ADA PARKING SPACE

**PROPOSED PARKING LOT LEASE AREAS
AND PUBLIC PARKING ARRANGEMENT**

SIMPSON COURT REAR PARKING
WALLINGFORD, CONNECTICUT

SCALE: 1"=40'

JULY 23, 2019

SHEET: LA-1

PARKING LOT LEASE

THIS PARKING LOT LEASE, "Lease", made this day of , 2020, between **F & M BANK WALLINGFORD, LLC**, "Lessor", a Connecticut corporation, and the **TOWN OF WALLINGFORD**, "Lessee", a municipal corporation existing under the laws of the State of Connecticut and located in New Haven County, acting herein by William W. Dickinson, Jr., its Mayor, duly authorized.

WITNESSETH:

WHEREAS, Lessor is the owner of property located at 2 North Main Street, Wallingford, Connecticut (the "Property"); and

WHEREAS, Lessor and Lessee agree to enter into this Lease for a public parking lot and to provide for the rights and responsibilities of the parties hereto; and

WHEREAS, the Lessee intends to enter into agreements with the Lessor and three other property owners for the purpose of constructing and maintaining an improved public parking lot (the "New Lot"), as shown on the "Parking Lot Lease Areas and Public Parking Arrangement 7-23-19" Plan, attached hereto and made a part hereof as **Exhibit A** (the "Plan"); and

WHEREAS, the Lessee has prepared the Plan showing the existing parking lot and the New Lot, and the portion of Lessor's property which is included within each and thus subject to this Lease.

NOW THEREFORE, in consideration of the mutual benefits to the parties and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Lessor does hereby lease to the Lessee, to have and to hold, for the period of twenty-five (25) years (the "Initial Term"), commencing on _____, 2020 (the "Commencement Date") and expiring on _____, 2045 (as the

same may be extended pursuant to the terms of this Lease, the "Expiration Date"), the premises shown as "2 North Main Street", as shown on **Exhibit A**, hereinafter referred to as the "Demised Premises". Lessee may, on not less than twelve (12) months prior written notice to Lessor, extend the original term for an additional period of twenty-five (25) years (the "Extension Term") on the same terms and conditions set forth in this Lease. Lessee's exercise of any right to extend the Initial Term for the Extension Term shall be subject to the following conditions at the time of such exercise: (i) this Lease is in full force and effect; (ii) no event of default (beyond applicable notice and cure periods) by Lessee under this Lease has occurred and is continuing; (iii) Lessee has timely exercised the extension option, with time being of the essence. If Lessee exercises the extension option, Lessee may not thereafter revoke such exercise.

The Lessor hereby reserves for itself, its successors, assigns, tenants and invitees free pedestrian and vehicular access to the Demised Premises and all other rights, except that such rights of use are subject to the requirements provided in Paragraph 11 of this Lease. Said uses, however, shall not unreasonably interfere with the Lessee's use of the Demised Premises in accordance with this Lease. The Lessor may use the Demised Premises when and as necessary for repairs, alterations and improvements to its Property. The Lessor shall use only a portion of the Demised Premises as is reasonably necessary and only for as long as is reasonably required to complete the work.

2. Except as reserved by the Lessor in Paragraph 1 herein, the Demised Premises shall be used by Lessee for the public parking of passenger motor vehicles

and for vehicular and pedestrian ingress and egress in connection therewith and for no other purpose.

3. The Lessee agrees during the term of this Lease to maintain and keep in good condition and repair the New Lot (including the Demised Premises). The Lessee also agrees to reasonably monitor the New Lot (including the Demised Premises) for the purpose of maintaining the orderly public parking of vehicles and to ensure such public parking of vehicles is in compliance with all applicable laws and any rules that Lessee may provide for the New Lot. The Lessee also agrees that it will not reduce the number of parking spaces in the New Lot throughout the duration of this Lease except as may be necessary to comply with the law or as otherwise agreed upon by the Lessor.

4. Subject to Lessor's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Lessee shall make alterations, additions and improvements (collectively, "Alterations") to the Demised Premises at Lessee's sole cost and expense, including reconstruction, regrading or resurfacing, provided the Demised Premises shall be used by Lessee solely for, and such Alterations shall be consistent with, surface level motor vehicle parking. Notwithstanding anything in this Lease to the contrary, the Alterations described in the Plan are approved by Lessor. The Alterations to the Demised Premises contemplated and planned by the Lessee may include, without limitation, the following:

- a. Remove the existing asphalt pavement and plants from the Demised Premises and repave the Demised Premises with new asphalt pavement;
- b. Line and provide appropriate signage for the public parking of vehicles, including ADA compliant spaces, within the Demised Premises, as shown on the Plan;

- c. Remove the existing light poles and install lights on existing utility poles;
- d. Remove any existing storm water drainage pipes and re-route the system to accommodate the parking lot improvements; provided necessary permanent easements have been granted by the adjacent property owners for the installation and servicing of a storm water drainage system;
- e. Provide snow removal and maintenance of the Demised Premises as defined in Paragraph 5 herein as needed;
- f. Lessee may remove any existing trees, shrubs or curbing within the Demised Premises it deems reasonably necessary in order to construct an open, clear and substantially level parking area within the Demised Premises.
- g. Lessee intends to improve the storm water drainage on several properties. In order to complete the work, Lessor shall grant a permanent drainage easement, in form and substance acceptable to Lessor in Lessor's sole and absolute discretion, to the owners of 36 North Main Street. During the term of this Lease, Lessee shall be responsible for the obligations, including, but not limited to, maintenance and repair, under such permanent drainage easement.

Lessor agrees to provide and maintain two (2) "Low Energy" lighting fixtures on the back of the Lessor's building ("Building") on the Property, one on the north rear corner of the Building and one on the south rear corner of the Building, and Lessor shall be responsible for the electric service for such lights.

5. As part consideration for the Lessor entering into this Lease, Lessee shall maintain the New Lot (including the Demised Premises) in good condition and repair. Said obligation includes, but is not limited to, maintenance of visible parking lines and traffic markings, removal of surface litter, debris and sand as needed, and repair of potholes, cracks, and breaks in curbing and restriping. Lessee's obligation also includes removal of snow, sleet and ice within a reasonable time after the cessation of any fall of snow or accumulation of sleet/ice on the New Lot (including the Demised

Premises). If the snow, sleet or ice cannot be entirely removed, the Lessee shall remove so much as is reasonably possible and treat the New Lot (including the Demised Premises) with sand or other suitable substance. Lessor and Lessee agree to review the condition of the Demised Premises every five (5) years, or sooner upon the request of Lessor, to evaluate the need for any additional maintenance by Lessee (such additional maintenance to be at Lessee's sole cost and expense). Lessor shall endeavor to notify Lessee in writing if Lessor believes that Lessee is failing to keep the Demised Premises in good condition and repair as required in this Lease. Lessee shall resurface the New Lot in connection with the initial Alterations, and thereafter shall not be required to resurface the New Lot unless and until the Extension Term is exercised. If Lessee exercises the Extension Term, the New Lot shall be resurfaced within twenty-four months after the commencement of the Extension Term. Lessor shall not place dumpsters in the Demised premises. Lessee shall be responsible for the payment for all electric services for the Demised Premises during the term of this Lease.

6. Lessee hereby accepts the Demised Premises in its AS-IS condition with all faults as of the Commencement Date and agrees that, notwithstanding anything to the contrary in this Lease, Lessor shall have no obligation or liability to perform any alterations, work or repairs on behalf of Lessee to the Demised Premises or contribute or reimburse any sums toward same, whether Lessee incurs or has incurred any sums relating to the Demised Premises prior to, on or after the Commencement Date.

7. CONSTRUCTION ACTIVITIES: The parties acknowledge that avoiding business interruption to Lessor is a prime concern of the Lessor, and Lessee agrees to take all reasonable steps to avoid same. Lessee covenants and agrees that all

construction activities contemplated herein shall be performed in such a manner as to reasonably ensure that the businesses located within the structures adjacent to the Demised Premises are able to operate with limited interruption of business. Unless otherwise modified, the parties agree that prior to the commencement of construction by Lessee, the Lessee shall provide Lessor with a phasing plan (such phasing plan to be subject to Lessor's reasonable review and comment) for the Lessor's property and that of the other properties which shall demonstrate that at least fifty (50%) of the existing parking lot is available to said businesses for customer parking. In addition, at least one entrance and exit to the parking lot shall remain open at all times. Said phasing plan shall include the location of any needed storage areas for material and parking for all construction vehicles. Lessee shall also post signage which directs business customers to the available parking. Whenever possible, Lessee shall insure both means of ingress and egress to the parking lot are open during non-construction working hours.

8. Lessee, at Lessee's sole cost and expense, shall maintain during the term of this Lease general liability insurance, including auto liability, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, together with an umbrella liability insurance policy with limits of liability of not less than \$10,000,000 per occurrence, covering personal injury (including death) and property damage arising from Lessee's actions or operations on, use of or presence on the Demised Premises. Lessee agrees to add Lessor and, upon written request from Lessor, any mortgage lender of Lessor as an additional insured.

9. The Lessee agrees to obtain all necessary approvals and permits and shall, at Lessee's sole cost and expense, promptly comply with all statutes, laws, ordinances,

orders, rules, covenants, conditions, restrictions and regulations affecting any and all Alterations and/or Lessee's use of the Demised Premises. Lessee shall perform all Alterations in a diligent and good and workmanlike manner, using new materials and equipment.

10. Lessee, at Lessee's sole cost and expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with any Alterations, or any other work, labor, services or materials done for or supplied to Lessee, or any person claiming through or under Lessee. Lessee shall defend, indemnify and save harmless Lessor from and against any and all mechanics' and other liens and encumbrances filed in connection with any Alterations, and any other work, labor, services or materials done for or supplied to Lessee or any person claiming through or under Lessee, including, without limitation, security interests in any materials, fixtures or articles so installed in and constituting part of the Demised Premises and against all costs, expenses and liability incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Lessee, at Lessee's sole cost and expense, shall procure the satisfaction or discharge or record of all such liens and encumbrances, by bonding or otherwise, within thirty (30) days after the filing thereof.

11. Lessee agrees that parking on the New Lot (including the Demised Premises) shall be free and un-metered, except to the extent Lessor provides written consent. However, Lessee may impose a time restriction on parking located on the westerly side of the New Lot (i.e., the parking directly along the back fence of the New Lot).

12. This Lease shall be binding on, the respective heirs, successors, legal representatives and assigns of the parties hereto; provided, however, Lessee may not assign this Lease or sublease all or any portion of the Demised Premises without the written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion.

13. This Lease shall not be subject to cancellation by either party except in the event of a breach of its terms. In the event of a breach, the non-breaching party shall provide the other party with written notice of the alleged breach and thirty (30) days (provided such thirty (30) day period shall be extended so long as the breaching party commences a cure of such breach and thereafter diligently prosecutes such cure to completion) to cure such breach prior to terminating this Lease. Either party may seek legal action to address any claims. If the access to both Center Street and Church Street, through the New Lot, is permanently terminated (and any related litigation is concluded which results in such termination), this lease shall terminate.

14. All notices of any nature referred to in this Lease shall be in writing and sent by registered or certified mail, postage prepaid or nationally recognized overnight courier service providing a receipt (such as Federal Express), to the respective addresses set forth below or to such other addresses as the respective Parties hereto may designate in writing: if to Lessee, to Mayor, Town of Wallingford, 45 South Main Street, Wallingford, Connecticut, 06492; if to Lessor, to F & M Bank Wallingford, LLC,

15. The Lessee shall be under no obligation at the conclusion of this Lease to restore the Demised Premises to its original condition prior to any Alterations. At the

termination of this Lease, the Lessor agrees to accept the Demised Premises "as is", subject to Lessee's maintenance and repair obligations provided in this Lease. All Alterations to the Demised Premises shall become the property of Lessor upon the Expiration Date or earlier termination of this Lease. All trade fixtures, furniture, equipment and other personal property at the Demised Premises that has been furnished or paid for by Lessee ("Lessee's Property") shall remain Lessee's property and Lessee shall remove Lessee's Property on or prior to the Expiration Date or earlier termination of this Lease. If any of the Lessee's Property is not removed on or prior to the Expiration Date or earlier termination of this Lease, then the same shall be deemed abandoned and Lessor, at Lessor's election and sole cost and expense, may either retain, store and/or dispose of the same without accountability to Lessee.

16. Nothing contained in this Lease shall be deemed to be a gift or dedication of any portion of the Demised Premises, or any part thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Lease is for the exclusive benefit of the parties hereto, their successors and assigns, and that nothing in this Lease express or implied, shall confer upon any person, other than such parties, any rights or remedies under or by reason of this Lease.

17. In the event of any legal action or proceeding between the parties hereto, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and expenses arising from any such action or proceeding from the non-prevailing party.

18. The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained.

19. This Lease Agreement is contingent upon the execution of lease agreements and storm water drainage easements with abutting property owners included within the New Lot. Both parties agree to execute releases of the Original Easement simultaneously with the execution of this Lease. The parties hereby waive the requirement under the Original Easement that the parties give one (1) year advance written notice of the intention to terminate the Original Easement.

20. If the Demised Premises are now or at any time during the Initial Term or the Extension Term of this Lease subject to any mortgage, ground or underlying leases or any other method of financing or refinancing (each, a "Mortgage"), Lessor covenants and agrees that it shall obtain from the holder of such Mortgage, for Lessee's benefit, and Lessee agrees that it shall enter into, a subordination, non-disturbance and attornment agreement in commercially reasonable form that (1) confirms that the Lease is subordinate to the Mortgage, (2) contains an agreement by the holder of the Mortgage that, so long as Lessee is not in default of any of its covenants under this Lease beyond the time provided as a grace or cure period herein, such holder shall not disturb the Lessee in its quiet enjoyment of the Demised Premises, (3) contains an agreement by Lessee to attorn to the holder of the Mortgage if the holder of the Mortgage becomes the owner of the Demised Premises, and (4) contains an agreement by Lessee to accept a cure by the holder of the Mortgage of any of Lessor's defaults,

provided such cure is completed within the deadline applicable to Lessor; provided, however, no such subordination, non-disturbance and attornment agreement shall otherwise materially reduce the benefits or increase the burdens on the Lessee provided in the Lease. In the event Lessor anticipates granting a new Mortgage, Lessor shall notify Lessee promptly of the form of subordination, non-disturbance and attornment agreement proposed to be used by its prospective lender and Lessee shall, within fifteen (15) business days after receiving such notice with such form, execute the agreement or notify Lessor in writing of revisions to the proposed form that the Lessee believes are required to make the form commercially reasonable.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed in duplicate and their respective seals affixed on the date indicated.

Signed, Sealed and Delivered
In Presence Of:

LESSEE:
TOWN OF WALLINGFORD

BY: _____
William W. Dickinson, Jr., Mayor
Duly Authorized

Date Signed: _____

LESSOR:
F & M BANK WALLINGFORD , LLC

BY: _____

Date Signed: _____

STATE OF CONNECTICUT)

) ss. Wallingford

, 20

COUNTY OF NEW HAVEN)

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the Town of Wallingford, Signer and Sealer of the foregoing instrument, who, being duly authorized, and acknowledged the same to be his free act and deed and the free act and deed of said Town of Wallingford, before me.

Notary Public

STATE OF CONNECTICUT)

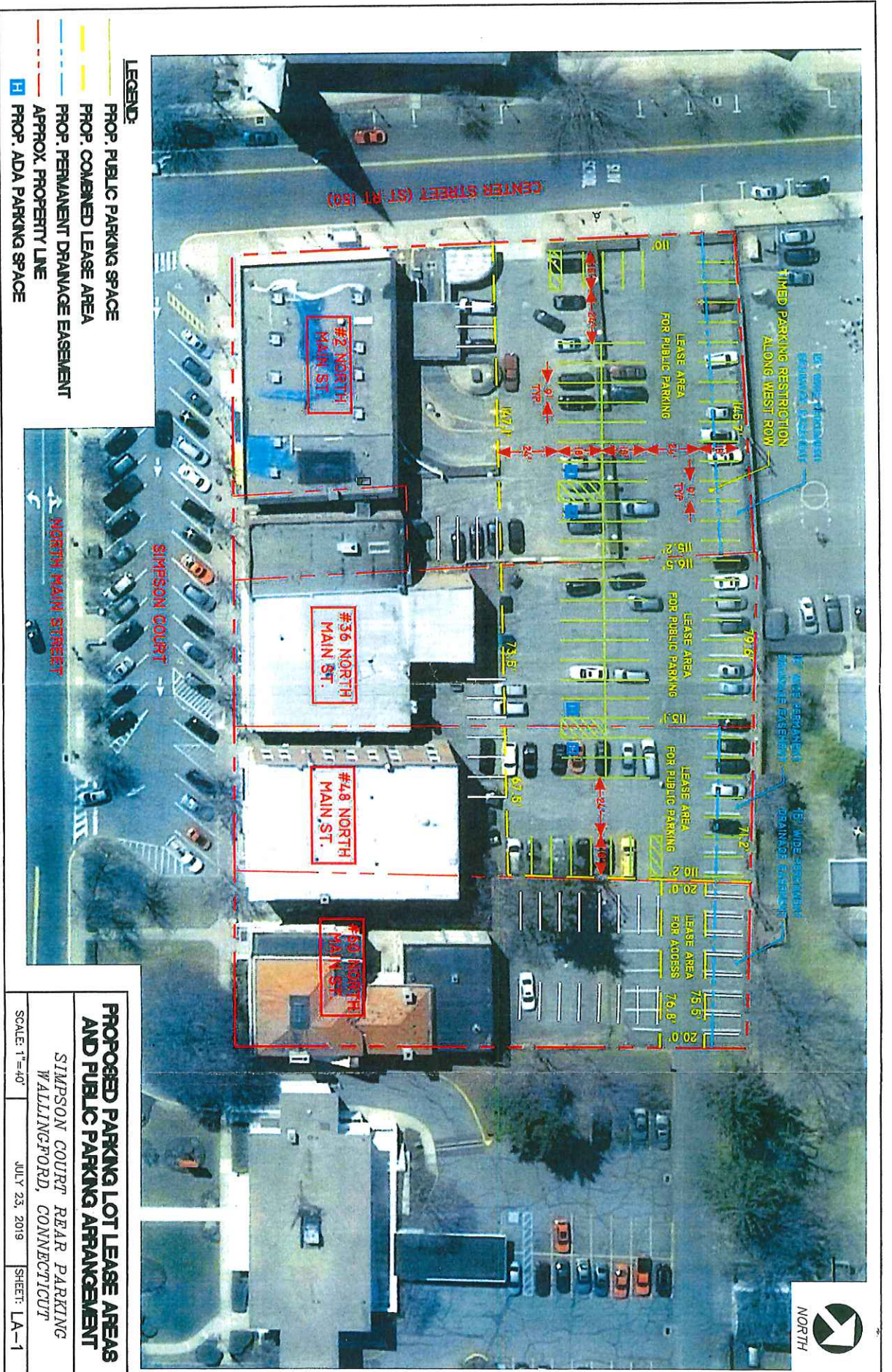
) ss. Wallingford

June 12, 2020

COUNTY OF NEW HAVEN)

Personally appeared _____ duly authorized _____ of F & M Bank Wallingford, LLC, signer and sealer of the foregoing instrument, who being duly authorized, acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

Commissioner of the Superior Court/
Notary Public



PARKING LOT LEASE

THIS PARKING LOT LEASE, "Lease", made this _____ day of _____, 2020, between **MASONIC TEMPLE CORPORATION OF WALLINGFORD**, "Lessor", a Connecticut corporation, and the **TOWN OF WALLINGFORD**, "Lessee", a municipal corporation existing under the laws of the State of Connecticut and located in New Haven County, acting herein by William W. Dickinson, Jr., its Mayor, duly authorized.

WITNESSETH:

WHEREAS, Lessor is the owner of property located at 50 North Main Street, Wallingford, Connecticut (the "Property"); and

WHEREAS, Lessee has an existing right to use a portion of the Property (hereinafter referred to as the "Original Easement Area") for ingress, egress and public parking pursuant to that certain agreement recorded in Volume 289 at Page 342 of the Wallingford Land Records, (hereinafter referred to as the "Original Easement"); and

WHEREAS, Lessor and Lessee agree to enter into this Lease for a public parking lot and to provide for the rights and responsibilities of the parties hereto; and

WHEREAS, the Lessee intends to enter into agreements with the Lessor and three other property owners for the purpose of constructing and maintaining an improved public parking lot (the "New Lot"), as shown on the "Parking Lot Lease Areas and Public Parking Arrangement 7-23-19" Plan, attached hereto and made a part hereof as **Exhibit A** (the "Plan"); and

WHEREAS, the Lessee has prepared the Plan showing the existing parking lot and the New Lot, and the portion of Lessor's property which is included within each and thus subject to this Lease.

NOW THEREFORE, in consideration of the mutual benefits to the parties and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Lessor does hereby lease to the Lessee, to have and to hold, for the period of twenty-five (25) years (the "Initial Term"), commencing on _____, 2020 (the "Commencement Date") and expiring on _____, 2045 (as the same may be extended pursuant to the terms of this Lease, the "Expiration Date"), the premises shown as "50 North Main Street", as shown on **Exhibit A**, hereinafter referred to as the "Demised Premises". Lessee may, on not less than twelve (12) months prior written notice to Lessor, extend the original term for an additional period of twenty-five (25) years (the "Extension Term") on the same terms and conditions set forth in this Lease. Lessee's exercise of any right to extend the Initial Term for the Extension Term shall be subject to the following conditions at the time of such exercise: (i) this Lease is in full force and effect; (ii) no event of default (beyond applicable notice and cure periods) by Lessee under this Lease has occurred and is continuing; (iii) Lessee has timely exercised the extension option, with time being of the essence. If Lessee exercises the extension option, Lessee may not thereafter revoke such exercise.

The Lessor hereby reserves for itself, its successors, assigns, tenants and invitees free pedestrian and vehicular access to the Demised Premises and all other rights, except that such rights of use are subject to the requirements provided in Paragraph 11 of this Lease. Said uses, however, shall not unreasonably interfere with the Lessee's use of the Demised Premises in accordance with this Lease. The Lessor may use the Demised Premises when and as necessary for repairs, alterations and improvements to its Property. The Lessor shall use only a portion of the Demised

Premises as is reasonably necessary and only for as long as is reasonably required to complete the work.

2. Except as reserved by the Lessor in Paragraph 1 herein, the Demised Premises shall be used by Lessee for the public parking of passenger motor vehicles and for vehicular and pedestrian ingress and egress in connection therewith and for no other purpose.

3. The Lessee agrees during the term of this Lease to maintain and keep in good condition and repair the New Lot (including the Demised Premises). The Lessee also agrees to reasonably monitor the New Lot (including the Demised Premises) for the purpose of maintaining the orderly public parking of vehicles and to ensure such public parking of vehicles is in compliance with all applicable laws and any rules that Lessee may provide for the New Lot. The Lessee also agrees that it will not reduce the number of parking spaces in the New Lot throughout the duration of this Lease except as may be necessary to comply with the law or as otherwise agreed upon by the Lessor.

4. Subject to Lessor's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Lessee shall make alterations, additions and improvements (collectively, "Alterations") to the Demised Premises at Lessee's sole cost and expense, including reconstruction, regrading or resurfacing, provided the Demised Premises shall be used by Lessee solely for, and such Alterations shall be consistent with, surface level motor vehicle parking.

Notwithstanding anything in this Lease to the contrary, the Alterations described in the Plan are approved by Lessor. The Alterations to the Demised Premises contemplated and planned by the Lessee may include, without limitation, the following:

- a. Remove the existing asphalt pavement and plants from the Demised Premises and repave the Demised Premises with new asphalt pavement;
- b. Line and provide appropriate signage for the public parking of vehicles, including ADA compliant spaces, within the Demised Premises, as shown on the Plan;
- c. Remove the existing light poles and install lights on existing utility poles;
- d. Remove any existing storm water drainage pipes and re-route the system to accommodate the parking lot improvements; provided necessary permanent easements have been granted by the adjacent property owners for the installation and servicing of a storm water drainage system;
- e. Provide snow removal and maintenance of the Demised Premises as defined in Paragraph 5 herein as needed;
- f. Lessee may remove any existing trees, shrubs or curbing within the Demised Premises it deems reasonably necessary in order to construct an open, clear and substantially level parking area within the Demised Premises.
- g. Lessee intends to improve the storm water drainage on several properties. In order to complete the work, Lessor shall grant a permanent drainage easement, in form and substance acceptable to Lessor in Lessor's sole and absolute discretion, to the owners of 36 North Main Street. During the term of this Lease, Lessee shall be responsible for the obligations, including, but not limited to, maintenance and repair, under such permanent drainage easement.

Lessor agrees to provide and maintain two (2) "Low Energy" lighting fixtures on the back of the Lessor's building ("Building") on the Property, one on the north rear corner of the Building and one on the south rear corner of the Building, and Lessor shall be responsible for the electric service for such lights.

5. As part consideration for the Lessor entering into this Lease, Lessee shall maintain the New Lot (including the Demised Premises) in good condition and repair. Said obligation includes, but is not limited to, maintenance of visible parking lines and traffic markings, removal of surface litter, debris and sand, as needed, and repair of

potholes, cracks, breaks in curbing and restriping. Lessee's obligation also includes removal of snow, sleet and ice within a reasonable time after the cessation of any fall of snow or accumulation of sleet/ice on the New Lot (including the Demised Premises). If the snow, sleet or ice cannot be entirely removed, the Lessee shall remove so much as is reasonably possible and treat the New Lot (including the Demised Premises) with sand or other suitable substance. Lessor and Lessee agree to review the condition of the Demised Premises every five (5) years, or sooner upon the request of Lessor, to evaluate the need for any additional maintenance by Lessee (such additional maintenance to be at Lessee's sole cost and expense). Lessor shall endeavor to notify Lessee in writing if Lessor believes that Lessee is failing to keep the Demised Premises in good condition and repair as required in this Lease. Lessee shall resurface the New Lot in connection with the initial Alterations, and thereafter shall not be required to resurface the New Lot unless and until the Extension Term is exercised. If Lessee exercises the Extension Term, the New Lot shall be resurfaced within twenty-four months after the commencement of the Extension Term. Lessor shall not place dumpsters in the Demised premises. Lessee shall be responsible for the payment for all electric services for the Demised Premises during the term of this Lease.

6. Lessee hereby accepts the Demised Premises in its AS-IS condition with all faults as of the Commencement Date and agrees that, notwithstanding anything to the contrary in this Lease, Lessor shall have no obligation or liability to perform any alterations, work or repairs on behalf of Lessee to the Demised Premises or contribute or reimburse any sums toward same, whether Lessee incurs or has incurred any sums relating to the Demised Premises prior to, on or after the Commencement Date.

7. CONSTRUCTION ACTIVITIES: The parties acknowledge that avoiding business interruption to Lessor is a prime concern of the Lessor, and Lessee agrees to take all reasonable steps to avoid same. Lessee covenants and agrees that all construction activities contemplated herein shall be performed in such a manner as to reasonably ensure that the businesses located within the structures adjacent to the Demised Premises are able to operate with limited interruption of business. Unless otherwise modified, the parties agree that prior to the commencement of construction by Lessee, the Lessee shall provide Lessor with a phasing plan (such phasing plan to be subject to Lessor's reasonable review and comment) for the Lessor's property and that of the other properties which shall demonstrate that at least fifty (50%) of the existing parking lot is available to said businesses for customer parking. In addition, at least one entrance and exit to the parking lot shall remain open at all times. Said phasing plan shall include the location of any needed storage areas for material and parking for all construction vehicles. Lessee shall also post signage which directs business customers to the available parking. Whenever possible, Lessee shall insure both means of ingress and egress to the parking lot are open during non-construction working hours.

8. Lessee, at Lessee's sole cost and expense, shall maintain during the term of this Lease general liability insurance, including auto liability, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, together with an umbrella liability insurance policy with limits of liability of not less than \$10,000,000 per occurrence, covering personal injury (including death) and property damage arising from Lessee's actions or operations on, use of or presence on the Demised Premises. Lessee agrees to add Lessor and, upon written request from Lessor, any mortgage lender of Lessor as an additional insured.

9. The Lessee agrees to obtain all necessary approvals and permits and shall, at Lessee's sole cost and expense, promptly comply with all statutes, laws, ordinances, orders, rules, covenants, conditions, restrictions and regulations affecting any and all Alterations and/or Lessee's use of the Demised Premises. Lessee shall perform all Alterations in a diligent and good and workmanlike manner, using new materials and equipment.

10. Lessee, at Lessee's sole cost and expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with any Alterations, or any other work, labor, services or materials done for or supplied to Lessee, or any person claiming through or under Lessee. Lessee shall defend, indemnify and save harmless Lessor from and against any and all mechanics' and other liens and encumbrances filed in connection with any Alterations, and any other work, labor, services or materials done for or supplied to Lessee or any person claiming through or under Lessee, including, without limitation, security interests in any materials, fixtures or articles so installed in and constituting part of the Demised Premises and against all costs, expenses and liability incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Lessee, at Lessee's sole cost and expense, shall procure the satisfaction or discharge or record of all such liens and encumbrances, by bonding or otherwise, within thirty (30) days after the filing thereof.

11. Lessee agrees that parking on the New Lot (including the Demised Premises) shall be free and un-metered, except to the extent Lessor provides written consent. However, Lessee may impose a time restriction on parking located on the

westerly side of the New Lot (i.e., the parking directly along the back fence of the New Lot).

12. This Lease shall be binding on, the respective heirs, successors, legal representatives and assigns of the parties hereto; provided, however, Lessee may not assign this Lease or sublease all or any portion of the Demised Premises without the written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion.

13. This Lease shall not be subject to cancellation by either party except in the event of a breach of its terms. In the event of a breach, the non-breaching party shall provide the other party with written notice of the alleged breach and thirty (30) days (provided such thirty (30) day period shall be extended so long as the breaching party commences a cure of such breach and thereafter diligently prosecutes such cure to completion) to cure such breach prior to terminating this Lease. Either party may seek legal action to address any claims. If the access to both Center Street and Church Street, through the New Lot, is permanently terminated (and any related litigation is concluded which results in such termination), this lease shall terminate.

14. All notices of any nature referred to in this Lease shall be in writing and sent by registered or certified mail, postage prepaid or nationally recognized overnight courier service providing a receipt (such as Federal Express), to the respective addresses set forth below or to such other addresses as the respective Parties hereto may designate in writing: if to Lessee, to Mayor, Town of Wallingford, 45 South Main Street, Wallingford, Connecticut, 06492; if to Lessor, to Masonic Temple Corporation of Wallingford, c/o Component Engineers, Inc., 108 North Plains Road, Wallingford, Connecticut 06492, Attention: Ronald Hansen, Jr., MTC President.

15. The Lessee shall be under no obligation at the conclusion of this Lease to restore the Demised Premises to its original condition prior to any Alterations. At the termination of this Lease, the Lessor agrees to accept the Demised Premises "as is", subject to Lessee's maintenance and repair obligations provided in this Lease. All Alterations to the Demised Premises shall become the property of Lessor upon the Expiration Date or earlier termination of this Lease. All trade fixtures, furniture, equipment and other personal property at the Demised Premises that has been furnished or paid for by Lessee ("Lessee's Property") shall remain Lessee's property and Lessee shall remove Lessee's Property on or prior to the Expiration Date or earlier termination of this Lease. If any of the Lessee's Property is not removed on or prior to the Expiration Date or earlier termination of this Lease, then the same shall be deemed abandoned and Lessor, at Lessor's election and sole cost and expense, may either retain, store and/or dispose of the same without accountability to Lessee.

16. Nothing contained in this Lease shall be deemed to be a gift or dedication of any portion of the Demised Premises, or any part thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Lease is for the exclusive benefit of the parties hereto, their successors and assigns, and that nothing in this Lease express or implied, shall confer upon any person, other than such parties, any rights or remedies under or by reason of this Lease.

17. In the event of any legal action or proceeding between the parties hereto, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and expenses arising from any such action or proceeding from the non-prevailing party.

18. The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained.

19. This Lease Agreement is contingent upon the execution of lease agreements and storm water drainage easements with abutting property owners included within the New Lot. Both parties agree to execute releases of the Original Easement simultaneously with the execution of this Lease. The parties hereby waive the requirement under the Original Easement that the parties give one (1) year advance written notice of the intention to terminate the Original Easement.

20. If the Demised Premises are now or at any time during the Initial Term or the Extension Term of this Lease subject to any mortgage, ground or underlying leases or any other method of financing or refinancing (each, a "Mortgage"), Lessor covenants and agrees that it shall obtain from the holder of such Mortgage, for Lessee's benefit, and Lessee agrees that it shall enter into, a subordination, non-disturbance and attornment agreement in commercially reasonable form that (1) confirms that the Lease is subordinate to the Mortgage, (2) contains an agreement by the holder of the Mortgage that, so long as Lessee is not in default of any of its covenants under this Lease beyond the time provided as a grace or cure period herein, such holder shall not disturb the Lessee in its quiet enjoyment of the Demised Premises, (3) contains an agreement by Lessee to attorn to the holder of the Mortgage if the holder of the Mortgage becomes the owner of the Demised Premises, and (4) contains an agreement by Lessee to accept a cure by the holder of the Mortgage of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor; provided,

however, no such subordination, non-disturbance and attornment agreement shall otherwise materially reduce the benefits or increase the burdens on the Lessee provided in the Lease. In the event Lessor anticipates granting a new Mortgage, Lessor shall notify Lessee promptly of the form of subordination, non-disturbance and attornment agreement proposed to be used by its prospective lender and Lessee shall, within fifteen (15) business days after receiving such notice with such form, execute the agreement or notify Lessor in writing of revisions to the proposed form that the Lessee believes are required to make the form commercially reasonable.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed in duplicate and their respective seals affixed on the date indicated.

Signed, Sealed and Delivered
In Presence Of:

LESSEE:
TOWN OF WALLINGFORD

BY: _____
William W. Dickinson, Jr., Mayor
Duly Authorized

Date Signed: _____

LESSOR:
MASONIC TEMPLE CORPORATION
OF WALLINGFORD

BY: _____
Ronald Hansen, Jr.
Its President duly authorized

Date Signed: _____



- LEGEND:**
- PROP. PUBLIC PARKING SPACE
 - PROP. COMBINED LEASE AREA
 - - - PROP. PERMANENT DRAINAGE EASEMENT
 - - - APPROX. PROPERTY LINE
 - H PROP. ADA PARKING SPACE



PROPOSED PARKING LOT LEASE AREAS AND PUBLIC PARKING ARRANGEMENT

SIMPSON COURT REAR PARKING
WALLINGFORD, CONNECTICUT

SCALE: 1"=40'

JULY 23, 2019

SHEET: LA-1

PARKING LOT LEASE

THIS PARKING LOT LEASE, "Lease", made this 4th day of December, 2020, between **60 NORTH MAIN STREET LLC**, "Lessor", a Connecticut corporation, and the **TOWN OF WALLINGFORD**, "Lessee", a municipal corporation existing under the laws of the State of Connecticut and located in New Haven County, acting herein by William W. Dickinson, Jr., its Mayor, duly authorized.

WITNESSETH:

WHEREAS, Lessor is the owner of property located at 60 North Main Street, Wallingford, Connecticut (the "Property"); and

WHEREAS, Lessee has an existing right to use a portion of the Property (hereinafter referred to as the "Original Easement Area") for ingress, egress and public parking pursuant to that certain agreement recorded in Volume 289 at Page 337 of the Wallingford Land Records, (hereinafter referred to as the "Original Easement"); and

WHEREAS, Lessor and Lessee agree to enter into this Lease for a public parking lot and to provide for the rights and responsibilities of the parties hereto; and

WHEREAS, the Lessee intends to enter into agreements with the Lessor and three other property owners for the purpose of constructing and maintaining an improved public parking lot (the "New Lot"), as shown on the "Parking Lot Lease Areas and Public Parking Arrangement 7-23-19" Plan, attached hereto and made a part hereof as **Exhibit A** (the "Plan"); and

WHEREAS, the Lessee has prepared the Plan showing the existing parking lot and the New Lot, and the portion of Lessor's property which is included within each and thus subject to this Lease.

NOW THEREFORE, in consideration of the mutual benefits to the parties and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Lessor does hereby lease to the Lessee, to have and to hold, for the period of twenty-five (25) years (the "Initial Term"), commencing on _____, 2020 (the "Commencement Date") and expiring on _____, 2045 (as the same may be extended pursuant to the terms of this Lease, the "Expiration Date"), the premises shown as "50 North Main Street", as shown on **Exhibit A**, hereinafter referred to as the "Demised Premises". Lessee may, on not less than twelve (12) months prior written notice to Lessor, extend the original term for an additional period of twenty-five (25) years (the "Extension Term") on the same terms and conditions set forth in this Lease. Lessee's exercise of any right to extend the Initial Term for the Extension Term shall be subject to the following conditions at the time of such exercise: (i) this Lease is in full force and effect; (ii) no event of default (beyond applicable notice and cure periods) by Lessee under this Lease has occurred and is continuing; (iii) Lessee has timely exercised the extension option, with time being of the essence. If Lessee exercises the extension option, Lessee may not thereafter revoke such exercise.

The Lessor hereby reserves for itself, its successors, assigns, tenants and invitees free pedestrian and vehicular access to the Demised Premises. Said uses, however, shall not unreasonably interfere with the Lessee's use of the Demised Premises in accordance with this Lease.

2. Except as reserved by the Lessor in Paragraph 1 herein, the Demised Premises shall be used by Lessee for vehicular and pedestrian ingress and egress in connection with the New Lot and for no other purpose.

3. The Lessee agrees during the term of this Lease to maintain and keep in good condition and repair the New Lot (including the Demised Premises). The Lessee also agrees to reasonably monitor the New Lot (including the Demised Premises) for the purpose of maintaining the orderly public parking of vehicles and to ensure such public parking of vehicles is in compliance with all applicable laws and any rules that Lessee may provide for the New Lot.

4. Subject to Lessor's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Lessee shall make alterations, additions and improvements (collectively, "Alterations") to the Demised Premises at Lessee's sole cost and expense, including reconstruction, regrading or resurfacing, provided the Demised Premises shall be used by Lessee solely for, and such Alterations shall be consistent with, surface level motor vehicle passage. Notwithstanding anything in this Lease to the contrary, the Alterations described in the Plan are approved by Lessor. The Alterations to the Demised Premises contemplated and planned by the Lessee may include, without limitation, the following:

- a. Remove the existing asphalt pavement and plants from the Demised Premises and repave the Demised Premises with new asphalt pavement;
- b. Remove the existing light poles and install lights on existing utility poles;
- c. Remove any existing storm water drainage pipes and re-route the system to accommodate the parking lot improvements; provided necessary permanent easements have been granted by the adjacent property owners for the installation and servicing of a storm water drainage system;
- d. Provide snow removal and maintenance of the Demised Premises as defined in Paragraph 5 herein as needed;

- e. Lessee may remove any existing trees, shrubs or curbing within the Demised Premises it deems reasonably necessary in order to construct an open, clear and substantially level parking area within the Demised Premises.
- f. Lessee intends to improve the storm water drainage on several properties. In order to complete the work, Lessor shall grant a permanent drainage easement, in form and substance acceptable to Lessor in Lessor's sole and absolute discretion, to the owners of 36 and 48 North Main Street. During the term of this Lease, Lessee shall be responsible for the obligations, including, but not limited to, maintenance and repair, under such permanent drainage easement.

5. As part consideration for the Lessor entering into this Lease, Lessee shall maintain the New Lot (including the Demised Premises) in good condition and repair. Said obligation includes, but is not limited to, maintenance of visible traffic markings, removal of surface litter, debris and sand as needed, and repair of potholes, cracks, and breaks in curbing. Lessee's obligation also includes removal of snow, sleet and ice within a reasonable time after the cessation of any fall of snow or accumulation of sleet/ice on the New Lot (including the Demised Premises). If the snow, sleet or ice cannot be entirely removed, the Lessee shall remove so much as is reasonably possible and treat the New Lot (including the Demised Premises) with sand or other suitable substance. Lessor and Lessee agree to review the condition of the Demised Premises every five (5) years, or sooner upon the request of Lessor, to evaluate the need for any additional maintenance by Lessee (such additional maintenance to be at Lessee's sole cost and expense). Lessor shall endeavor to notify Lessee in writing if Lessor believes that Lessee is failing to keep the Demised Premises in good condition and repair as required in this Lease. Lessee shall resurface the New Lot in connection with the initial Alterations, and thereafter shall not be required to resurface the New Lot unless and until the Extension Term is exercised. If Lessee exercises the Extension Term, the New

Lot shall be resurfaced within twenty-four (24) months after the commencement of the Extension Term. Lessor shall not place dumpsters in the Demised premises. Lessee shall be responsible for the payment for all electric services for the Demised Premises during the term of this Lease, including the existing overhead light on the west side of Lessor's property that provides illumination of the Demised Premises .

6. Lessee hereby accepts the Demised Premises in its AS-IS condition with all faults as of the Commencement Date and agrees that, notwithstanding anything to the contrary in this Lease, Lessor shall have no obligation or liability to perform any alterations, work or repairs on behalf of Lessee to the Demised Premises or contribute or reimburse any sums toward same, whether Lessee incurs or has incurred any sums relating to the Demised Premises prior to, on or after the Commencement Date.

7. CONSTRUCTION ACTIVITIES: The parties acknowledge that avoiding business interruption to Lessor is a prime concern of the Lessor, and Lessee agrees to take all reasonable steps to avoid same. Lessee covenants and agrees that all construction activities contemplated herein shall be performed in such a manner as to reasonably ensure that the businesses located within the structures adjacent to the Demised Premises are able to operate with limited interruption of business. Unless otherwise modified, the parties agree that prior to the commencement of construction by Lessee, the Lessee shall provide Lessor with a phasing plan (such phasing plan to be subject to Lessor's reasonable review and comment) for the Lessor's property and that of the other properties which shall demonstrate that at least fifty (50%) of the existing parking lot is available to said businesses for customer parking. In addition, at least one entrance and exit to the parking lot shall remain open at all times. Said phasing plan

shall include the location of any needed storage areas for material and parking for all construction vehicles. Lessee shall also post signage which directs business customers to the available parking. Whenever possible, Lessee shall insure both means of ingress and egress to the parking lot are open during non-construction working hours.

8. Lessee, at Lessee's sole cost and expense, shall maintain during the term of this Lease general liability insurance, including auto liability, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, together with an umbrella liability insurance policy with limits of liability of not less than \$10,000,000 per occurrence, covering personal injury (including death) and property damage arising from Lessee's actions or operations on, use of or presence on the Demised Premises. Lessee agrees to add Lessor and, upon written request from Lessor, any mortgage lender of Lessor as an additional insured.

9. The Lessee agrees to obtain all necessary approvals and permits and shall, at Lessee's sole cost and expense, promptly comply with all statutes, laws, ordinances, orders, rules, covenants, conditions, restrictions and regulations affecting any and all Alterations and/or Lessee's use of the Demised Premises. Lessee shall perform all Alterations in a diligent and good and workmanlike manner, using new materials and equipment.

10. Lessee, at Lessee's sole cost and expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with any Alterations, or any other work, labor, services or materials done for or supplied to Lessee, or any person claiming through or under Lessee. Lessee shall defend, indemnify and save harmless Lessor from and against any and all

mechanics' and other liens and encumbrances filed in connection with any Alterations, and any other work, labor, services or materials done for or supplied to Lessee or any person claiming through or under Lessee, including, without limitation, security interests in any materials, fixtures or articles so installed in and constituting part of the Demised Premises and against all costs, expenses and liability incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Lessee, at Lessee's sole cost and expense, shall procure the satisfaction or discharge or record of all such liens and encumbrances, by bonding or otherwise, within thirty (30) days after the filing thereof.

11. This Lease shall be binding on, the respective heirs, successors, legal representatives and assigns of the parties hereto; provided, however, Lessee may not assign this Lease or sublease all or any portion of the Demised Premises without the written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion.

12. This Lease shall not be subject to cancellation by either party except in the event of a breach of its terms. In the event of a breach, the non-breaching party shall provide the other party with written notice of the alleged breach and thirty (30) days (provided such thirty (30) day period shall be extended so long as the breaching party commences a cure of such breach and thereafter diligently prosecutes such cure to completion) to cure such breach prior to terminating this Lease. Either party may seek legal action to address any claims. If the access to both Center Street and Church Street, through the New Lot, is permanently terminated (and any related litigation is concluded which results in such termination), this lease shall terminate.

13. All notices of any nature referred to in this Lease shall be in writing and sent by registered or certified mail, postage prepaid or nationally recognized overnight courier service providing a receipt (such as Federal Express), to the respective addresses set forth below or to such other addresses as the respective Parties hereto may designate in writing: if to Lessee, to Mayor, Town of Wallingford, 45 South Main Street, Wallingford, Connecticut, 06492; if to Lessor, to 60 North Main Street LLC,

14. The Lessee shall be under no obligation at the conclusion of this Lease to restore the Demised Premises to its original condition prior to any Alterations. At the termination of this Lease, the Lessor agrees to accept the Demised Premises "as is", subject to Lessee's maintenance and repair obligations provided in this Lease. All Alterations to the Demised Premises shall become the property of Lessor upon the Expiration Date or earlier termination of this Lease. All trade fixtures, furniture, equipment and other personal property at the Demised Premises that has been furnished or paid for by Lessee ("Lessee's Property") shall remain Lessee's property and Lessee shall remove Lessee's Property on or prior to the Expiration Date or earlier termination of this Lease. If any of the Lessee's Property is not removed on or prior to the Expiration Date or earlier termination of this Lease, then the same shall be deemed abandoned and Lessor, at Lessor's election and sole cost and expense, may either retain, store and/or dispose of the same without accountability to Lessee.

15. Nothing contained in this Lease shall be deemed to be a gift or dedication of any portion of the Demised Premises, or any part thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that

this Lease is for the exclusive benefit of the parties hereto, their successors and assigns, and that nothing in this Lease express or implied, shall confer upon any person, other than such parties, any rights or remedies under or by reason of this Lease.

16. In the event of any legal action or proceeding between the parties hereto, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and expenses arising from any such action or proceeding from the non-prevailing party.

17. The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained.

18. This Lease Agreement is contingent upon the execution of lease agreements and storm water drainage easements with abutting property owners included within the New Lot. Both parties agree to execute releases of the Original Easement simultaneously with the execution of this Lease. The parties hereby waive the requirement under the Original Easement that the parties give one (1) year advance written notice of the intention to terminate the Original Easement.

19. If the Demised Premises are now or at any time during the Initial Term or the Extension Term of this Lease subject to any mortgage, ground or underlying leases or any other method of financing or refinancing (each, a "Mortgage"), Lessor covenants and agrees that it shall obtain from the holder of such Mortgage, for Lessee's benefit, and Lessee agrees that it shall enter into, a subordination, non-disturbance and

attornment agreement in commercially reasonable form that (1) confirms that the Lease is subordinate to the Mortgage, (2) contains an agreement by the holder of the Mortgage that, so long as Lessee is not in default of any of its covenants under this Lease beyond the time provided as a grace or cure period herein, such holder shall not disturb the Lessee in its quiet enjoyment of the Demised Premises, (3) contains an agreement by Lessee to attorn to the holder of the Mortgage if the holder of the Mortgage becomes the owner of the Demised Premises, and (4) contains an agreement by Lessee to accept a cure by the holder of the Mortgage of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor; provided, however, no such subordination, non-disturbance and attornment agreement shall otherwise materially reduce the benefits or increase the burdens on the Lessee provided in the Lease. In the event Lessor anticipates granting a new Mortgage, Lessor shall notify Lessee promptly of the form of subordination, non-disturbance and attornment agreement proposed to be used by its prospective lender and Lessee shall, within fifteen (15) business days after receiving such notice with such form, execute the agreement or notify Lessor in writing of revisions to the proposed form that the Lessee believes are required to make the form commercially reasonable.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed in duplicate and their respective seals affixed on the date indicated.

*Signed, Sealed and Delivered
In Presence Of:*

LESSEE:
TOWN OF WALLINGFORD

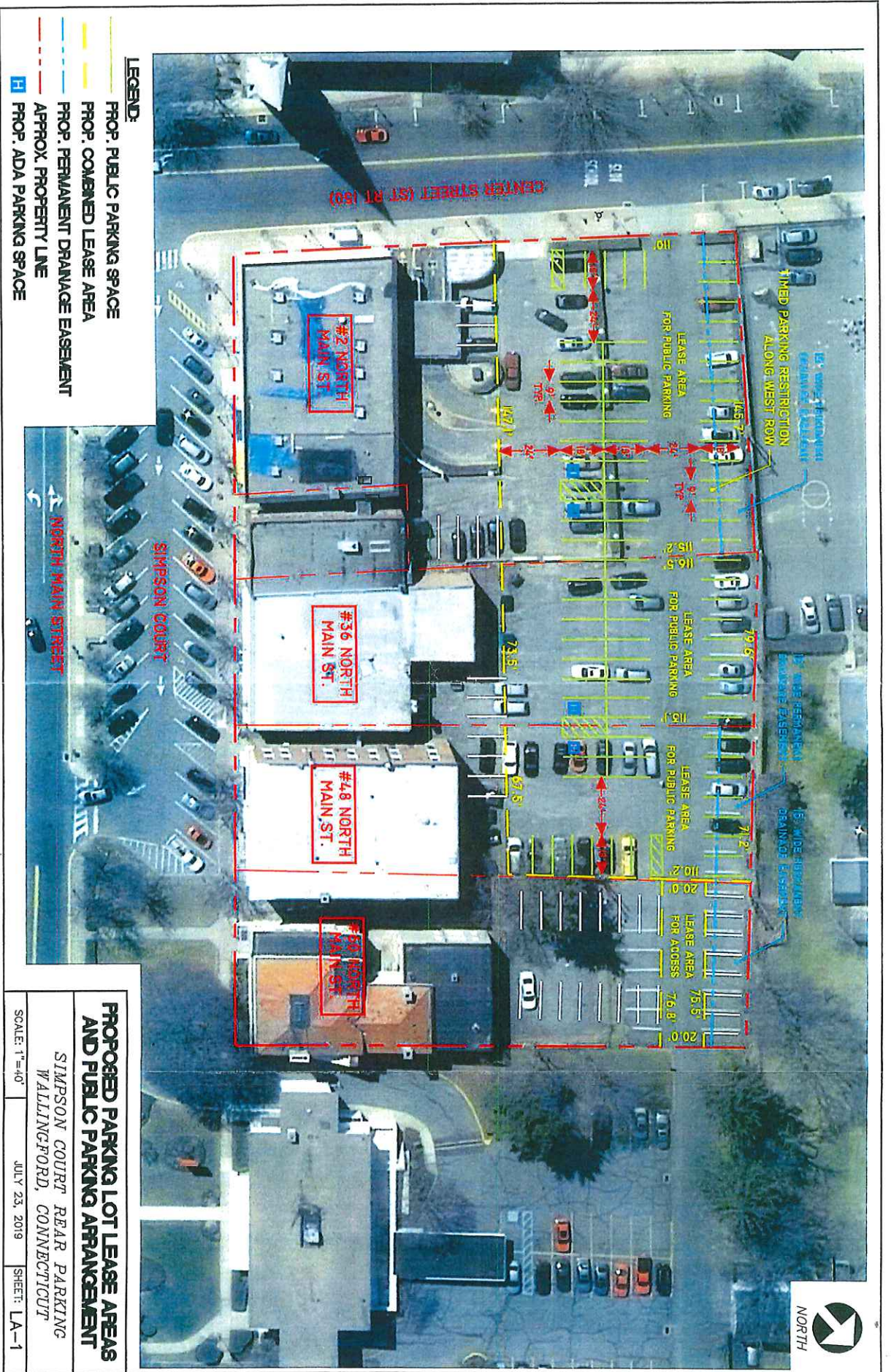
BY: _____
William W. Dickinson, Jr., Mayor
Duly Authorized

Date Signed: _____

LESSOR:
60 NORTH MAIN STREET LLC

BY: _____

Date Signed: _____



11. 8 / 2,



Subject **Agenda Items**
From Testa, Vincent <vtesta@comcast.net>
To Vinny Cervoni <vcbluzman@hotmail.com>
Cc Town Clerk <townclerk@wallingfordct.gov>
Date 2021-01-05 12:26

Good morning, Mr. Chairman.

I would like the following two items placed on the next Town Council Agenda. If you could include them, as well as invite the appropriate guests for each, I would appreciate it. One or both may need to be put off until the late January meeting, due to the required attendance of others. I'm fine if that happens.

1.) "Informational discussion on the possibilities of the town's public utility operations providing Broadband/Internet/Wifi services as a business offering across its whole service area."

This is intended to be a question and answer session with the management of our public utilities as well as the members of the PUC. I want to pursue the concept and will provide my rationale at the meeting. This will be strictly informational.

2.) " Discussion on possible assistance programs to small businesses in Wallingford to assist in maintaining their operations during the ongoing pandemic."

This is an opportunity to review any and all current programs available from both Federal and State sources that may or may not require or benefit from Town involvement via acting as a conduit or facilitator for local businesses. I also want to discuss the possibility of Town Grants and/or Tax Deferrals that may be possible. We should have members of the EDC and Town Program Planning there, as well as someone from the Assessor's and/or Tax offices, if appropriate.

Thank you,
Vinnie Testa