

Department of Police Service

135 NORTH MAIN ST.

WALLINGFORD, CONN. 06492

FROM THE OFFICE OF
EPH J. BEVAN
CHIEF OF POLICE



KNOWLEDGE
COURAGE
INTEGRITY

May 8, 1989

TO: MAYOR WILLIAM W. DICKINSON
FROM: DEPUTY CHIEF DARRELL E. YORK
SUBJECT: AMEND OPERATING BUDGET - FEDERAL GRANT OF \$2,500

Request that Town Council waive Rule 5 and approve the above grant in the amount of \$2,500.

The grant was approved by the Federal Government and the State of Connecticut for the "Occupant Restraint Enforcement Grant" (seat belt), Federal Program Area Number: DTNH22-87-Z-05254 and State Project Number 0182-0021.

Thank you for your cooperation in this matter.

AN ORDINANCE AMENDING AN ORDINANCE APPROPRIATING \$100,000 FOR THE PLANNING OF AN ADDITION TO THE LYMAN HALL HIGH SCHOOL VOCATIONAL AGRICULTURAL CENTER AND AUTHORIZING THE ISSUE OF \$100,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. Section 1 of an ordinance entitled "An Ordinance Appropriating \$100,000 For The Planning Of An Addition To The Lyman Hall High School Vocational Agricultural Center And Authorizing The Issue Of \$100,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issue Thereof The Making Of Temporary Borrowings For Such Purpose", adopted by the Town Council on November 7, 1988, is amended by substituting the figure \$245,000 for the figure \$100,000 therein and by the addition of the phrase "and the acquisition of equipment for", thereby making said Section read as follows:

"Section 1. The sum of \$245,000 is appropriated for the planning of an addition to and the acquisition of equipment for the Lyman Hall High School Vocational Agricultural Center, including architect, engineer and other design professional fees, legal, printing, financing and expenses related thereto."

Section 2. The first sentence of Section 2 of said ordinance is amended by substituting the figure \$245,000 for the figure \$100,000 therein, thereby making said sentence read as follows:

"Section 2. To meet said appropriation \$245,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date."

AGREEMENT

INDENTURE OF LEASE made this 9th day of May, 1989, between the Town of Wallingford, hereinafter Lessor, and the Wallingford Community Day Care Center, Inc., a delegate agency of the Town of Wallingford, hereinafter Lessee.

DEMISED PREMISES

Lessor, in consideration of the covenants and agreements to be performed by Lessee, does hereby lease unto Lessee, and Lessee does hereby lease and take from Lessor all that certain piece or parcel of land situated in the Town of Wallingford and bounded and described as follows:

Beginning at a point in the southern street line of Wharton Brook Drive said point being the northern corner of Assessor's Lot A42-2-32A, also known as 98 Wharton Brook Drive, thence proceeding in a northwesterly direction along the southern street line of Wharton Brook Drive 365' to a point, thence turning 79 degrees, 29 minutes, 27 seconds and proceeding in a southwesterly direction to a point, thence turning 100 degrees, 30 minutes and 33 seconds and proceeding in a southeasterly direction 365' to a point, thence turning 79 degrees, 29 minutes and 27 seconds and proceeding in a northeasterly direction 371.22' to the point and place of beginning.

CONSTRUCTION OF FACILITY

The demised premises consist of an undeveloped lot containing 3.06 acres, more or less. It is agreed that the purpose of this lease is to provide a site for the construction of a new facility by the Lessee for the purpose hereinafter set forth. It is also agreed that should sufficient funding not become available and/or construction has not commenced within two (2) years from the commencement date of this lease then this lease, at the option of the Lessor, shall terminate and be of no force and effect. It is

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further agreed that any such facility or other improvements added to the demised premises by the Lessee shall become the property of the Lessor at the end of the final term or other termination of this lease.

TERM OF LEASE

The term of this lease shall begin on May 9, 1989 and shall end on May 8, 1999, unless extended as in hereinafter provided.

RIGHT TO EXTEND

The Lessee shall have the right, at the expiration of the original term hereof, to extend said original term for three (3) successive periods of five (5) years each, such extensions to be on the same terms, covenants and conditions as are herein contained. Such right to extend shall be exercised by written notice to the Lessor at least ninety (90) days prior to the expiration of the original term or any extension thereof. Lessor and Lessee may agree to extensions of this lease in addition to the three (3) herein provided for.

RENT

Lessor agrees that Lessee may occupy and use the demised premises free of any rental charge during the original term of the lease and any extension thereof.

USE OF PROPERTY

The Lessee shall use and occupy the demised premises throughout the original term and any extensions thereof for the sole purpose of providing and operating a day care program for pre-school and school-age children for the Town of Wallingford.

MAINTENANCE AND REPAIR

Throughout the term of this lease, the Lessee, at its sole expense, shall take good care of the demised premises, including any improvements added thereto, and will make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary and foreseen and unforeseen. As used herein the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the demised premises.

INSURANCE

Lessee shall, at its sole cost and expense, maintain comprehensive general public liability insurance with limits of at least \$1,000,000.00/\$3,000,000.00 for bodily injury and \$250,000.00 for property damage and fire and extended coverage insurance in an amount equal to one hundred (100%) percent of the full replacement cost of any improvements added to the demised premises. All insurance policies shall name the Lessee and the Lessor as the insureds.

LESSEE'S COVENANTS

Lessee agrees to comply with and to conform to all applicable laws of the State of Connecticut and all applicable ordinances, resolutions and regulations of the Town of Wallingford.

Lessee agrees to pay for all utilities supplied to the demised premises or any improvements added thereto including water, sewer, electric, gas and phone.

Lessee agrees to hire the demised premises as aforesaid, that

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it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same.

Lessee agrees that it will not assign this lease, nor sublet a part or the whole of the demised premises.

CONDEMNATION

If the whole of the demised premises, or such portion thereof as will make the part remaining unsuitable for the purpose and use herein provided for, is taken by eminent domain, this lease shall expire on the date when the said premises shall be so taken. The award shall be apportioned between the Lessor and the Lessee with the value of the Lessee's dollar contribution to the construction of the facility being paid to the Lessee and the balance of said award being paid to the Lessor. The Lessee's dollar contribution shall not include any state or federal funding made available for the construction of the facility and other improvements or any borrowed funds made available through the credit of the Lessor.

OPTION TO TERMINATE; REVERTER

If at any time during the original term of this lease or any extensions thereof the Lessee dissolves its corporate existence, unless such dissolution or other reorganization was made necessary by a change in state law, or cease to use the premises for the purpose of providing and operating a day care program for pre-school and school-age children for the Town of Wallingford, then the Lessor shall have the option to terminate this lease, which option shall be exercised by a written notice to the Lessee, and upon the mailing of such notice by certified mail the Lessor shall immediately be entitled to the recovery of the possession of the demised premises.

Notwithstanding anything to the contrary herein the Lessor shall have the option to terminate this lease prior to the commencement of any extension of the original term by giving written notice to the Lessee of its intention at least one (1) year prior to the end of the then current original term or of any then current extension thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this 9th day of May, 1989.

TOWN OF WALLINGFORD

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

WALLINGFORD COMMUNITY DAY
CARE CENTER, INC.

BY _____
Robert J. Wilson
Its President
Duly Authorized

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State of Connecticut :
: ss. Wallingford, May 9, 1989
County of New Haven :

Personally appeared William W. Dickinson, Jr., Mayor of the Town of Wallingford, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of the Town of Wallingford, before me.

Notary Public
Commissioner of the Superior Court

State of Connecticut :
: ss. Wallingford, May 9, 1989
County of New Haven :

Personally appeared Robert J. Wilson, President of the Board of Directors for the Wallingford Community Day Care Center, Inc., signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of the Wallingford Community Day Care Center, Inc., before me.

Notary Public
Commissioner of the Superior Court