

**TOWN OF WALLINGFORD, CONNECTICUT  
TOWN COUNCIL MEETING**

**TUESDAY  
January 26, 2021  
6:30 P.M.**

**THE TOWN COUNCIL MEETING WILL BE HELD REMOTELY  
AND WILL BE ACCESSED THROUGH:**

<https://global.gotomeeting.com/join/714924237>

**You can also dial in using your phone.**

United States (Toll Free): 1 877 309 2073

United States: +1 (571) 317-3129

**Access Code: 714-924-237**

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

**AGENDA**

Moment of Silence

1. Pledge of Allegiance
2. Roll Call
3. Consent Agenda
  - 3a. Consider and approve Tax Refunds totaling \$25,228.60 (#399-485)  
Acct. #1001001-41020 – Tax Collector
  - 3b. Consider and Approve Merit Review Committee step increase – Human Resources
  - 3c. Acceptance of Overtime Reimbursement Funds from U.S. Secret Service in the Amount of \$8,535.53 and Consider and Approve Appropriation of funds in the amount of \$8,535.53 to Misc. Revenue, Acct. #1009052-47040 and \$2,951.69 to Police Overtime, Acct. 10020050-51400 and \$5,583.84 to Capital-Computers, Acct. #10020050 57000 00914 - Police Department
  - 3d. Consider and Approve a Transfer in the amount of \$8,100 from Regular Wages, Acct. #10020050-51000 to Specialty Weapons, Acct. #TBD – Police Department
  - 3e. Consider and Approve a Transfer in the amount of \$519 from Office Supplies, Acct. #10050050-56100 to Capital Acct. #TBD - Recreation Department

- 3f. Acceptance of State Elections Grant in the amount of \$22,365 and Consider and Approve Appropriation of funds to State Grants-Misc. Acct. #Fund (G/F) and \$18,765 to Reg. of Voters-Wages, Acct. #10010600-51000, \$600 to Reg. of Voters-Telephone Acct. #10010600-53000 and \$3,000 to Reg. of Voters-Office Supply, Acct. #10010600-56100  
- Register of Voters
- 3g. Consider and Approve a Transfer in the amount of \$4,375 from Adm. & General Salaries, Acct. #43100920 to Outside Services Employed, Acct. #43100923 – Water Division
- 3h. Consider and Approve a Transfer in the amount of \$4,375 from Adm. & General Salaries, Acct. #46100920 to Outside Services Employed, Acct. #46100923 – Sewer Division
- 3i. Approve Amended Town Council Minutes of December 8, 2020
- 3j. Approve Town Council Minutes of January 12, 2021

**4. Items Removed from the Consent Agenda**

**5. PUBLIC QUESTION & ANSWER PERIOD**

- 6. COVID-19 Update from Stephen Civitelli, Health Director
- 7. 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
- 8. Discussion and Action regarding Appropriation of \$375,000 to Capital & Non Recurring Fund for reconstruction and/or surfacing of three public parking lot areas including Simpson Court rear parking. Wallace Avenue parking (east) and Wallace Avenue parking (west) – Engineering
- 9. Discussion regarding the CAFR extension – Councilor Tatta and Councilor Marrone
- 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

3b

**TOWN OF WALLINGFORD**  
**Human Resources Department**  
**Phone: (203) 294-2080**  
**Fax: (203) 294-2084**

**MEMORANDUM**

**TO:** Mayor William Dickinson  
**FROM:** James R. Hutt, Jr., Human Resources Director   
**DATE:** January 15, 2021  
**SUBJECT:** Item for Town Council

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Please place the following merit increase on the next Council Agenda for approval only.

<u>NAME</u>	<u>EFFECTIVE DATE OF INCREASE</u>	<u>FY AMOUNT</u>
Emmanuel Rigor	January 14, 2021	\$ 4,198.88



# TOWN OF WALLINGFORD

**James R. Hutt, Jr.**  
Human Resources Director  
Town of Wallingford  
45 South Main Street  
Wallingford, Connecticut 06492  
Telephone (203) 294-2080  
Fax (203) 294-2084

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January 14, 2021

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

**RE: Merit Review Board**

Dear Mayor Dickinson:

The Merit Review Committee met on Thursday, January 14, 2021 and recommended approving the step increase for Emmanuel Rigor to the full Town Council.

His merit anniversary increase amount is attached for placement on the agenda for the next Town Council meeting.

Sincerely,

James R. Hutt, Jr.  
Human Resources Director

JRH/emb





*Town of Wallingford, Connecticut*  
*Department of Police Services*

RECEIVED  
MAYOR'S OFFICE  
21 JAN 12 PM 1:43  
WILLIAM J. WRIGHT  
CHIEF OF POLICE  
135 NORTH MAIN STREET  
WALLINGFORD, CT 06492-3718  
TELEPHONE (203) 294-2828

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**INTEROFFICE MEMORANDUM**

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TO: MAYOR WILLIAM W. DICKINSON, JR.  
FROM: CHIEF WILLIAM J. WRIGHT *WJ*  
DATE: JANUARY 11, 2021  
SUBJECT: ACCEPTANCE OF OVERTIME REIMBURSEMENT FUNDS  
CC: MR. JAMES BOWES, COMPTROLLER

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Sir,

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

We have now received reimbursement through an electronic transfer in the amount of \$8,535.53. These funds include reimbursement for overtime, as well as reimbursement for computer equipment. I write to request that the funds be accepted by the Council and deposited into the account entitled Miscellaneous Revenue (Account 1009052-47040).

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. Please amend our overtime expenditure account (Account 10020050-51400) to reflect receipt of \$2,951.69 in overtime reimbursement as it is the account from which they were originally drawn.

In addition to the overtime reimbursement, we have been reimbursed for the purchase of computer equipment which allows the detective assigned to the Secret Service to work from the police department when necessary instead of traveling to New Haven. I respectfully request you amend our capital account (Account 10020050 57000 00914) by \$5,583.84 to reflect receipt of these funds.

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.

3d

# Town of Wallingford

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

Date: January 13, 2021

Request for:              X      Transfer of Funds  
                                               Appropriation of Funds

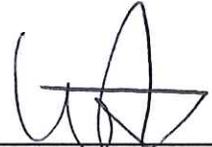
Fund:                      X      General  
                                   ●      Other

Amount: \$8,100.00      From: Regular Wages                      Account No: 10020050-51000

Amount: \$8,100.00      To: Specialty Weapons                      Account No: TBD

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 \_\_\_\_\_, 2021.

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



*Town of Wallingford, Connecticut*  
*Department of Police Services*

RECEIVED  
MAYOR'S OFFICE  
21 JAN 14 PM 4:09

WILLIAM J. WRIGHT  
CHIEF OF POLICE  
435 NORTH MAIN STREET  
WALLINGFORD, CT 06492-3718  
TELEPHONE (203) 294-2828

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INTEROFFICE MEMORANDUM

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**TO:** MAYOR WILLIAM W. DICKINSON, JR.  
**FROM:** CHIEF WILLIAM J. WRIGHT   
**SUBJECT:** TRANSFER REQUEST-ELECTRONIC CONDUCTED ENERGY DEVICES  
**DATE:** 1/12/2021  
**CC:**

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Sir,

Our inventory of Conducted Energy Devices, commonly referred to as Taser, includes 15 units covered through an "assurance plan" that we pay money towards each year. The plan includes, among other things, a warranty that allows repairs to be completed at no additional cost. In addition to the 15 units previously mentioned, we have five other units that are not under any assurance plan and are out of warranty coverage. These five units are all in a state of failure and need to be replaced. Axon Enterprises manufactures the Taser product and has indicated that we cannot include these five units within the assurance plan. I need to replace these five units, as they are part of the daily deployment into the field. We have received a quote from Axon to replace these five units at a total price of \$8,038.70.

Therefore, I am respectfully requesting that a transfer of \$8100.00 be made from Regular Wages (Account No: 10020050-51000) to a new capital account titled Specialty Weapons (Account TBD).

The customary financial transfer documents have been completed and a copy of this memorandum, accompanied by said transfer documents, has been provided to Mr. Bowes.

If you require anything further, please let me know.

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

Date: 01/08/21

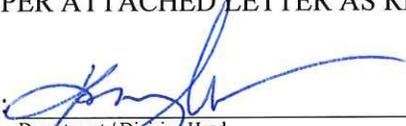
I. Request for:  Transfer of funds  
 Appropriation of funds

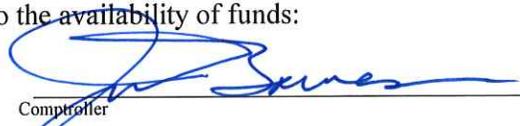
Fund:  General Fund  
 Other Title \_\_\_\_\_

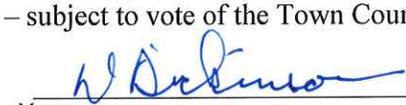
Amount: \$ 519.00 From: Title: Office Supplies Acct. # 10050050-56100  
\$ \_\_\_\_\_ From: Title: \_\_\_\_\_ Acct. # \_\_\_\_\_  
\$ \_\_\_\_\_ From: Title: \_\_\_\_\_ Acct. # \_\_\_\_\_

Amount: \$ \_\_\_\_\_ From: Title: \_\_\_\_\_ Acct. # \_\_\_\_\_  
\$ 519.00 To: Title: Capital Acct. # TBD  
\$ \_\_\_\_\_ To: Title: \_\_\_\_\_ Acct. # \_\_\_\_\_

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by:  \_\_\_\_\_  
Department / Division Head

Certified as to the availability of funds:  
 \_\_\_\_\_  
Comptroller

APPROVED – subject to vote of the 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 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

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

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

**Ken Michaels**  
Director of Parks & Recreation

**Michelle Björkman**  
Superintendent of Recreation

**Shawn Keogh**  
Recreation Program Specialist

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

January 8, 2021

Dear Mayor,

I am requesting placement on the next Town Council meeting agenda, requesting approval of a transfer of funds in the amount of \$519 from Office Supplies 10050050-56100 to Capital account number TBD for an office printer. We are in need of a replacement office printer/copier to replace the existing one which is malfunctioning and beyond repair, having exceeded its life use expectancy. Thank you for your assistance.

Sincerely,

Kenny Michaels, Director  
Wallingford Parks and Recreation Department





*Town of Wallingford, Connecticut*

REGISTRAR OF VOTERS

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

January 14, 2021

Mayor William Dickinson,

We are requesting an appropriation from the State Elections Grant in the amount of \$22,365.00 to help cover the added expenses we incurred during the General Election on November 3, 2020.

Our normal payroll expenses are \$30,200.00. Due to the excessive amount of absentee ballots, added personnel at the Polls and the recount our payroll expenses were \$53,260.00. This was \$23,060.00 over our project in the budget. Our cost for added Election supplies due to COVID ran \$3,000.00 over what we had budgeted for a normal Election. Also our Telephone bills were over \$1,000.00 more than what was appropriated in the Councils Budget.

We are asking that the money be appropriated in the following line items:

TO: Miscellaneous State Grant \$22,365.00

TO: Salary \$18,765 account number 10010600-51000

Telephone \$600.00 account number 1001600-53000

\*Supplies \$3,000.00 account number 1001600-56100

\*We are requesting that the Election supplies be appropriated to our Office supplies account as that is how we were able to pay for the added expenses.

Joan Ives-Parisi  
Registrar of Voters

Robert Avery  
Registrar of Voters

3g + 3h  
— —

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

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INTEROFFICE MEMORANDUM

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**TO:** PUBLIC UTILITIES COMMISSION  
**FROM:** NEIL H. AMWAKE, P.E., GENERAL MANAGER *NA*  
**RE:** BUDGET TRANSFER FY 2020-2021 – OUTSIDE SERVICES  
EMPLOYED (ACCOUNT #43100923) FOR THE WATER DIVISION AND  
OUTSIDE SERVICES EMPLOYED (ACCOUNT #46100923) FOR THE  
SEWER DIVISION  
**DATE:** JANUARY 13, 2021  
**CC:** RICHARD A. HENDERSHOT, DIRECTOR OF PUBLIC UTILITIES

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**Current Status** – The recently appointed Water and Sewer Divisions Business Manager (Office Manager) Brian Naples is currently dividing his time between the Electric Division Business Office (mornings) and the Water and Sewer Divisions Business Office (afternoons) due to the current Assistant Business Manager and Business Manager vacancies in the Wallingford Electric Division (WED).

Mr. William Phelan, the former Water and Sewer Divisions Business Manager,<sup>1</sup> is presently the President of Utility Financial Solutions, LLC (UFS) and is available to provide financial consulting and accounting services to the Water and Sewer Divisions, including though not limited to FY21-22 budget preparation support (revenue, expenses and debt service forecasts); sewer rate model refinement, as needed; and Construction Work in Progress (CWIP) accounting for the WPCF Upgrades Project.

**Requested Funding** – The Water and Sewer Divisions respectively request funding of \$8,750 (\$4,375 per division) for UFS to support our business and accounting functions, particularly during the budget preparation period for FY21-22.

Please note that 50% of the Water and Sewer Divisions Business Manager salary is paid for by the Water Division and 50% of the salary is paid for by the Sewer Division. Therefore, funding for and payment to Utility Financial Solutions will be split 50%/50% between the Water Division and the Sewer Division respectively.

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<sup>1</sup> Mr. Phelan retired from the Water and Sewer Divisions effective October 3, 2020.

ITEM NO. 2b-1  
PUC AGENDA 1/19/21

Action by the Public Utilities Commission - The Wallingford Water Division is requesting the PUC's approval of a budget transfer increasing Account #43100923 (Outside Services Employed) in the amount of \$4,375. Funds for this purpose will be made available by a corresponding decrease in Administrative & General Salaries (Account #43100920), which are available due to the time that the Business Manager (Office Manager) position was vacant.

The Wallingford Sewer Division is requesting the PUC's approval of an accompanying budget transfer increasing Account #46100923 (Outside Services Employed) in the amount of \$4,375. Funds for this purpose will be made available by a corresponding decrease in Administrative & General Salaries (Account #46100920), which are available due to the time that the Business Manager (Office Manager) position was vacant.

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

Thank you for your attention to this matter.

H:\Public Utilities Commission (PUC)\Business Office Transfer Documents\Water Transfers\UFS Budget Transfer Request Memo v.NHA 2021-01-13.docx

ITEM NO. 26-2  
PUC AGENDA 1/19/21

TOWN OF WALLINGFORD, CONNECTICUT

39

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

Date: January 12, 2021

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

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

Amount	Description	Account No.
\$4,375 From:	Administrative & General Salaries	43100920
\$4,375 To:	Outside Services Employed	43100923

Explanation: See enclosed correspondence.

Certified as to Availability of Funds:

[Signature] Date: 1-8-21  
Division Business Manager

Submitted by:

Neil H. Amwake Date: January 12, 2021  
Division General Manager

[Signature] Date: 1/12/21  
Director, Department of Public Utilities

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

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

Certified as to Availability of Funds:

\_\_\_\_\_  
Comptroller, Finance Department

Approved – Subject to the Approval of the Town Council

\_\_\_\_\_  
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 \_\_\_\_\_, 2021.

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

ITEM NO. 26-3  
PUC AGENDA 1/19/21



**TOWN OF WALLINGFORD, CONNECTICUT  
TOWN COUNCIL MEETING**

**HELD REMOTELY  
at GoToMeeting.com**

**TUESDAY  
DECEMBER 8, 2020  
6:30 P.M.**

**AMENDED 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 1<sup>st</sup> 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 1<sup>st</sup> 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.

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

- 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**

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.

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

- 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**

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 using the parking lot as something else or selling it. 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.

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

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:**

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

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

Respectfully submitted,

Lisa Moss  
Council Staff  
Meeting digitally recorded

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Vincent Cervoni, Chairman

Date

---

Barbara Thompson, Town Clerk

Date

Subject **Re: 12/8/20 TC Minutes - Edits**  
From Deborah McKiernan <townclerk@wallingfordct.gov>  
To Vinny Cervoni <vcbluzman@hotmail.com>  
Date 2021-01-12 10:42



Yes. That would be helpful. I won't have time to review recording today. Lisa is out today and will be quarantined for 10 days. This was the first minute I had to respond to you, I apologize for the delay.

On 2021-01-12 09:00, Vinny Cervoni wrote:

Provided that the recording supports Christina's proposed edit, I think it's appropriate.

Deb, if Lisa needs more time to review the recording before tonight, we can remove the minutes from this agenda and put them on the next.

If Lisa does have time before tonight, we can move the minutes as amended and attach Christina's email to the minutes.

vc

Vinny Cervoni, Chairman  
Wallingford Town Council

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**From:** Christina Tatta <christina.tatta@yahoo.com>  
**Sent:** Monday, January 11, 2021 9:29 PM  
**To:** Wallingford Town Clerk <townclerk@wallingfordct.gov>; Vinny Cervoni <vcbluzman@hotmail.com>; Tom Laffin <councilor@tomlaffin.com>  
**Subject:** Fw: 12/8/20 TC Minutes - Edits

Hi, everyone!

I did not receive any responses to this email, so I'm just following up prior to tomorrow's meeting...

Thank you!  
-Christina

----- Forwarded Message -----

**From:** Christina Tatta <christina.tatta@yahoo.com>  
**To:** Wallingford Town Clerk <townclerk@wallingfordct.gov>; Vinny Cervoni <vcbluzman@hotmail.com>; Tom Laffin <councilor@tomlaffin.com>  
**Sent:** Sunday, January 10, 2021, 08:25:27 AM EST  
**Subject:** 12/8/20 TC Minutes - Edits

Hi, Deb!

In reviewing the 12/8/20 Council minutes, I think a few edits are needed:

1. Page 6, 2nd paragraph: "Councilor Tatta supports putting conduit in. She asked if there are any stipulations in the grant preventing us from doing that." This was 2 different topics. The first sentence is fine as-is. But the second sentence was in regards to stipulations about using the property as something other than a parking lot, or possibly selling it. With your approval, I'd suggest changing that second sentence to: "**She asked if there are any stipulations in the grant preventing us from using the parking lot as something else, or selling it.**" The sentence after that provides the Mayor's response to that question. I'm not trying to be picky, but that was, in my opinion, a very important question that needs to be noted on the record if something is to change with that lot in the future.
2. Items 8 and 9 seem to have additional motions/votes noted. There is an initial motion and second, but then they say Vote: all aye and Motion: passed. Then they each show the roll call vote at the end. I could be wrong, but I don't think those initial votes occurred.

Thanks! Feel free to contact me if any of this doesn't make sense.



## 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 15, 2021

RE: **Maintenance Cost Estimate**

Dear Mayor,

As requested, we have estimated the additional maintenance costs associated with the proposed public parking lot improvements being considered at the rear of Simpson Court. I suggest that these costs would be "additional" because the Town already maintains a portion of the parking areas behind #26 North Main Street (Gaetano's Restaurant), #48 North Main Street (Half Moon) and #60 North Main Street (Library Restaurant) which remain public by lease agreement. Until recently, the Town also maintained a portion of the parking area behind #2 North Main Street (TD Bank) until that property owner opted of the lease.

This estimate assumes our present maintenance costs and anticipates an increase will directly correlate with the sizes of the existing and proposed lease areas. The largest single maintenance expense is likely to be snow and ice control. As this lot is maintained in conjunction with many other municipal lots, the estimate for this lot is based on an assumption of the actual manpower, typical equipment (plow trucks, front end loaders, etc.) rates, supplies utilized per storm event, and an assumed number of annual storm events. Additional costs were added for routine pavement preservation efforts, drainage structure cleaning and renewal of pavement markings.

Based on the above, we estimate the value of current annual maintenance at \$3,400 and anticipate it would increase to \$5,500 for the proposed public parking area being considered.

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

Rob

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) T/B/D  
  Wallace Ave (East & West)

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



**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

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## 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:

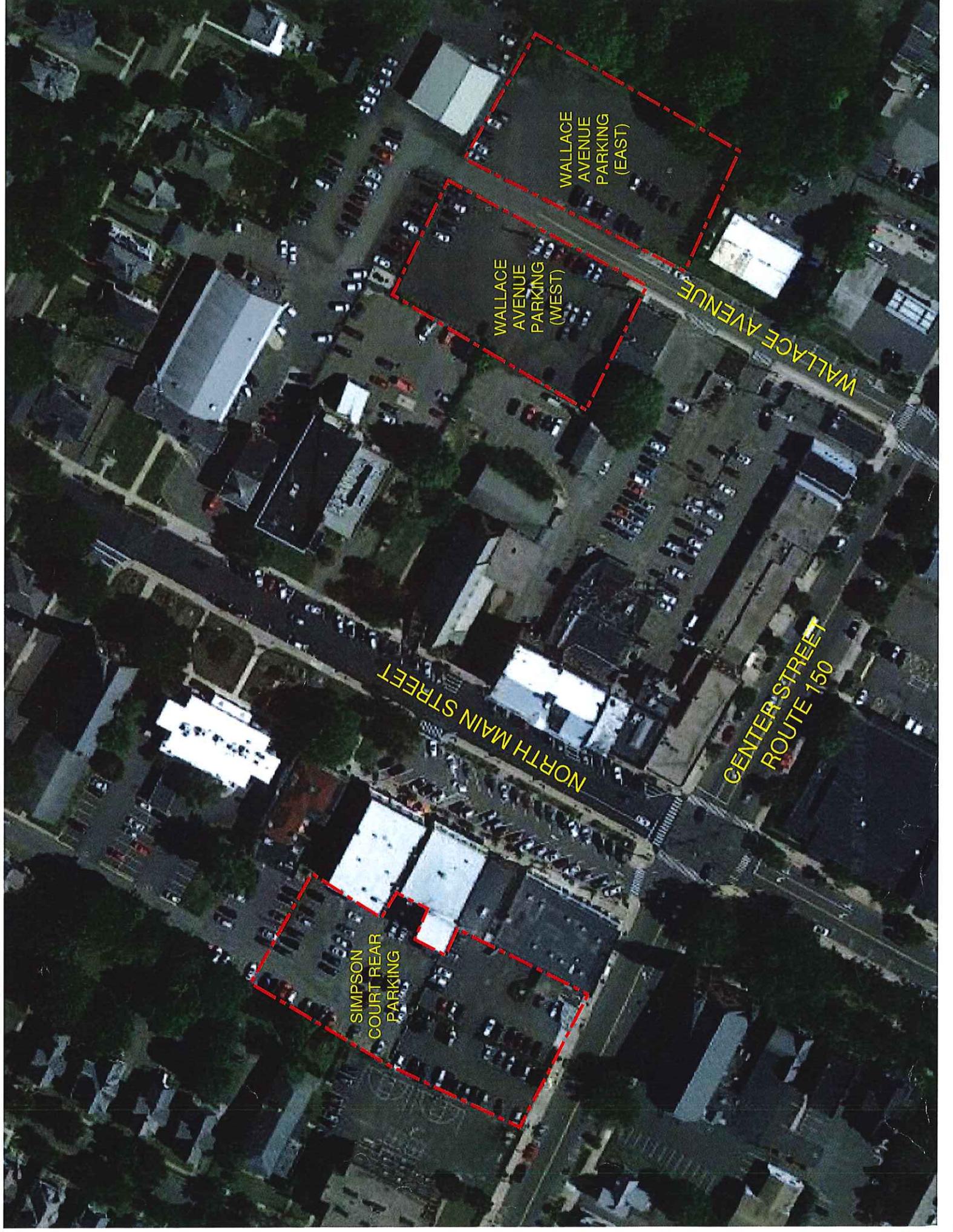
I'm writing to request the appropriation of \$375,000 to the Capital & Non-Recurring Fund for construction expenses associated with the reconstruction and/or surfacing of three public parking areas. The areas include Simpson Court Rear Parking, Wallace Avenue Parking (East), and Wallace Avenue Parking (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





WALLACE AVENUE PARKING (WEST)

WALLACE AVENUE PARKING (EAST)

SIMPSON COURT REAR PARKING

WALLACE AVENUE

NORTH MAIN STREET

CENTER STREET  
ROUTE 150



**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.

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## 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





**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,

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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.

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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.

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Commissioner of the Superior Court/  
Notary Public



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

SIMPSON COURT REAR PARKING  
WALLINGFORD, CONNECTICUT

SCALE: 1"=40'  
JULY 23, 2019  
SHEET: LA-1

**LEGEND:**

- PROP. PUBLIC PARKING SPACE
- PROP. COMBINED LEASE AREA
- PROP. PERMANENT DRAINAGE EASEMENT
- - - - - APPROX. PROPERTY LINE
- [H] PROP. ADA PARKING SPACE

SIMPSON COURT

NORTH MAIN STREET

CENTER STREET (ST RT 150)

## 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
  - - - APPROX. 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 4<sup>th</sup> 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,

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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: \_\_\_\_\_

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.

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Notary Public

STATE OF CONNECTICUT)

) ss. Wallingford

, 20

COUNTY OF NEW HAVEN )

Personally appeared, \_\_\_\_\_ duly authorized \_\_\_\_\_ of 60 North Main Street 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.

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Commissioner of the Superior Court/  
Notary Public

