

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

Robert F. Parisi Council Chambers

TUESDAY

April 13, 2021

6:30 P.M.

AGENDA

The Town Council meeting of April 13, 2021, will take place REMOTELY only. It shall commence at 6:30 P.M. It is expected that the public will be permitted to comment on the Agenda Items as instructed by the Chairman. Materials from this meeting will also be posted on the Town's website for viewing prior to the meeting. The meeting can be accessed through:

<https://global.gotomeeting.com/join/503894421>

YOU CAN ALSO DIAL IN USING YOUR PHONE:

United States(Toll Free): 1 877 309 2073

United States: + (646) 749-3129

Access Code: 503-894-421

Live stream of the meeting will also be available on the Town of Wallingford You Tube Channel:

<https://www.youtube.com/c/wallingfordgovernmenttelevision>

Moment of Silence

1. Pledge of Allegiance
2. Roll Call
3. Consent Agenda
 - 3a. Consider and approve Tax Refunds totaling \$16,277.57 (#779-832) Acct. #1001001-41020 – Tax Collector
 - 3b. Approve Merit Reviews (2) - Human Resources
 - 3c. Consider and Approve request from the First Congregational Church to use the Parade Grounds in front of their three buildings for outdoor Sunday morning services from Sunday, April 18 – Sunday, June 27, 2021 from 10 am to Noon/Chairman Cervoni
 - 3d. Consider and approve transfer in the amount of \$2,000 from Contingency-General, Acct. # 100-19000-58820 to Overtime Acct. #100-20100-51400 – Animal Control

- 3e. Acceptance of overtime expenses from U.S. Secret Service and consider and approve Appropriation of funds in the amount of \$119.26 to Misc. Revenue Acct# 1009052-47040 And to Police Overtime Acct. #10020050-51400 – Police Department
- 3f. Acceptance of funds for Fire Watch services and consider and approve Appropriation of Funds in the amount of \$1,371.78 to Revenue Acct. Misc. Revenue #1009052-47040 and to Expense Acct. Replacement Pay #10020150-51500 – Fire Department
- 3g. Acceptance of Connecticut Fair Plan Grant and consider and approve Appropriation of Funds in the amount of \$449 to Revenue Acct. Grant Acct. Fund #250 TBD and to Expense Account Grant Acct. Fund 250 TBD – Fire Department
- 3h. Consider and Approve transfer in the amount of \$3,880 From:
 - Maintenance of Building, Acct. #10020150-57000-00918, \$725
 - Cordless LED Tripod Light, Acct. #10020150-57000-00919, \$157
 - Rescue Equipment, Acct. #10020150-57000-00921, \$11
 - Body Armor-Ballistic Vests, Acct. #10020150-57000-00925, \$225
 - 4-Gas Alert MicroClip XL, Acct. #10020150-57000-00926, \$258
 - Single Gas Meters, Acct. #10020150-57000-00927, \$77
 - Multi Manifold Unit, Acct. #10020150-57000-00928, \$275
 - 5-Gas PID Meter, Acct. #10020150-57000-00929, \$646
 - RIT Pak, Acct. #10020150-57000-00930, \$1,150
 - Particulate Flash Hoods, Acct. #10020150-57000-00932, \$27
 - Walk Behind Mower, Acct. #10020150-57000-00933, \$295
 - Thermal Imaging Cameras, Acct. #10020150-57000-00934, \$21
 - Computer Upgrades, Acct. #10020150-57000-00936, \$13
 - And TO: Replacement Pay, Acct. #10020150-51500 \$3,880– Fire Department
- 3i. Consider and approve transfer in the amount of \$2,000 from Maint. of Building Acct. # 10020150-54315 to Maint. of Equipment Acct. #10020150-54325 – Fire Department
- 3j. Consider and Approve transfer in the amount of \$3,529 FROM: Employee Assistance Progam, Acct. # 10020150-52950, \$529, Office Expenses, Acct. # 10020150-56100, \$2,500, Dues & Fees, Acct. #10020150-58810, \$500, TO: Telephone, Acct. # 10020150-53000 \$3,529 – Fire Department
- 3k. Acceptance of Donation from Roehm America LLC and consider and approve Appropriation of funds in the amount of \$2,000 to Revenue Donations Acct. #2504002-47152 and to Expenses Health Acct.#250-TBD – Health Department
- 3l. Consider and Approve transfer in the amount of \$1,200 from Capital-Photo ID System, Acct. #10050050-57000-00939 to Capital-PC's Accessories, Acct. #10050050-57000-00941 – Parks and Recreation Department

- 3m. Acceptance of Donation of Park Bench from Friends and Family of Ken Boisvert, valued at \$964, to be placed at Doolittle Park - Parks and Recreation
- 3n. Set a Public Hearing for Tuesday, April 27, 2021 at 6:30 p.m. to consider and act on the following ordinance entitled:

AN ORDINANCE APPROPRIATING \$460,000 FOR SCHOOL SYSTEM CAPITAL IMPROVEMENT PROGRAM PHASE IV AND AUTHORIZING THE ISSUE OF \$460,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

- 3o. Approve Town Council Minutes of March 24, 2021

4. Items Removed from the Consent Agenda

5. PUBLIC QUESTION & ANSWER PERIOD

6. COVID Update from Stephen Civitelli, Health Director - Chairman
7. Discussion and Action to approve contract to purchase 100 Barnes Road for Police Department purposes - Mayor
8. 6:30 p.m. Conduct a Public Hearing and Consider and Act on the following ordinance entitled:

AN ORDINANCE APPROPRIATING 3.3 MILLION FOR THE PURCHASE OF 100 BARNES ROAD FOR A NEW POLICE HEADQUARTERS AND AUTHORIZING THE ISSUE OF \$3.3 MILLION BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

9. Executive Session pursuant to CGS §1-200(6)(D) with respect to the purchase, sale and/or leasing of property- Mayor
10. Executive Session pursuant to CGS §1-200(6)(B) regarding strategy and negotiations with respect to the pending Workers' Compensation claim of Joseph Mule – Human Resources
11. Discussion and possible action regarding a settlement in the Workers' Compensation claim of Joseph Mule as discussed in Executive Session – Human Resources

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



RECEIVED
MAYOR'S OFFICE
Town of Wallingford, Connecticut
21 APR -5 PM 9:35

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

TAX COLLECTOR

CHERYL BRUNDAGE C.C.M.C.

ASSISTANT TO THE TAX COLLECTOR

3a

DEPARTMENT OF FINANCE
45 SOUTH MAIN STREET
P.O. BOX 5003
WALLINGFORD, CONNECTICUT 06492
TELEPHONE (203) 294-2135
FAX (203) 294-2137

April 5, 2021

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

Re: Refund - Account #1001001-41020 – \$16,277.57 (#779-832)

Dear Mayor Dickinson:

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

Very truly yours,

Cheryl Brundage
Acting Tax Collector

Cheryl Brundage

APPROVED:

W Dickinson
William W. Dickinson, Jr., Mayor

James M. Bowes, Comptroller

James M. Bowes

779 Takores, Lawrence or Christine	6.00	18-0014596
780 Acar Leasing LTD (AR24253)	241.02	19-0050439
781 VW Credit Inc. (AR82103)	421.65	18-0087461
782 VW Credit Inc. (AR82104)	357.14	18-0087462
783 VW Credit Inc. (AR82108)	421.65	18-0087463
784 VW Credit Inc. (AR82110)	421.65	18-0087465
785 VW Credit Inc. (AR82109)	421.65	18-0087464
786 VW Credit Inc. (AR82111)	421.65	18-0087466
787 VW Credit Inc. (AR82115)	421.65	18-0087467
788 VW Credit Inc. (AR82116)	421.65	18-0087468
789 VW Credit Inc. (AR82117)	421.65	18-0087469
790 VW Credit Inc. (AR82122)	421.65	18-0087471
791 VW Credit Inc. (AR82123)	421.65	18-0087472
792 VW Credit Inc. (AR82124)	542.06	18-0087473
793 VW Credit Inc. (AR82125)	303.14	18-0087474
794 VW Credit Inc. (AR82126)	303.14	18-0087475
795 VW Credit Inc. (AR82127)	303.14	18-0087476
796 VW Credit Inc. (AS10261)	311.22	18-0087477
797 VW Credit Inc. (AS10262)	311.22	18-0087478
798 VW Credit Inc. (AS10266)	311.22	18-0087479
799 VW Credit Inc. (AS10267)	260.73	18-0087480
800 VW Credit Inc. (AS10268)	255.64	18-0087481
801 VW Credit Inc. (AS47103)	290.65	18-0087482
802 VW Credit Inc. (AS47104)	320.28	18-0087483
803 VW Credit Inc. (AS47109)	195.14	18-0087484
804 VW Credit Inc. (AS47110)	239.36	18-0087485
805 VW Credit Inc. (AS47111)	271.03	18-0087486
806 VW Credit Inc. (AS47112)	239.36	18-0087487
807 VW Credit Inc. (AS47148)	319.48	18-0087490
808 VW Credit Inc. (AS47149)	290.64	18-0087491
809 VW Credit Inc. (AS91451)	319.48	18-0087493
810 VW Credit Inc. (AS91454)	170.44	18-0087494
811 VW Credit Inc. (AS91455)	162.06	18-0087495
812 VW Credit Inc. (AS91457)	170.44	18-0087496
813 VW Credit Inc. (AS91459)	213.94	18-0087497
814 VW Credit Inc. (AS91460)	170.44	18-0087498
815 VW Credit Inc. (AS91461)	170.44	18-0087499
816 VW Credit Inc. (AS91467)	170.44	18-0087500
817 VW Credit Inc. (AS91472)	162.06	18-0087501
818 VW Credit Inc. (AS87502)	106.31	18-0087502
819 VW Credit Inc (AW26164)	324.15	19-0086146
820 VW Credit Inc (AW26165)	404.72	19-0086147
821 VW Credit Inc. (AW26166)	404.72	19-0086148
822 VW Credit Inc. (AW26167)	404.72	19-0086149
823 VW Credit Inc. (AW26168)	325.50	19-0086150
824 VW Credit Inc (AW26169)	632.23	19-0086151

825 VW Credit Inc. (AW26170)	325.50	19-0086152
826 VW Credit Inc. (AW26172)	447.80	19-0086153
827 VW Credit Inc. (AW26189)	338.49	19-0086154
828 VW Credit Inc. (AW26190)	338.49	19-0086155
829 VW Credit Inc. (AW26198)	330.70	19-0086156
830 Lyon, Edmond F.	13.79	19-0073831
831 Mcnamee and Co CPAS LLC	8.21	19-0083815
832 Rodriguez, Aguirre	274.39	19-0084087
	<hr/>	
	16277.57	

3b.



RECEIVED
MAYOR'S OFFICE
TOWN OF WALLINGFORD

21 MAR 29 PM 11:26

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

March 29, 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 Friday, March 26, 2021 and recommended approving the step increase for John Ventura and Tiffany Shipman to the full Town Council.

Their merit anniversary increase amounts are attached for placement on the agenda for the next Town Council meeting.

Sincerely,

James R. Hutt, Jr.
Human Resources Director

Enclosure

JRH/emb

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: March 29, 2021
SUBJECT: Item for Town Council

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>
John Ventura	April 30, 2021	\$ 3,833.80
Tiffany Shipman	February 4, 2021	\$ 1,775.84

Subject **Re: Permission to use the Parade Ground**
 From Vinny Cervoni <vcbluzman@hotmail.com>
 To Steve Knight <steveknight2248@gmail.com>, Deborah McKiernan <townclerk@wallingfordct.gov>
 Date 2021-03-30 09:36



Deb,
 Please, not Steve Knight's request for my next agenda folder.
 vc

Vinny Cervoni, Chairman
 Wallingford Town Council

From: Steve Knight <steveknight2248@gmail.com>
Sent: Tuesday, March 30, 2021 9:20 AM
To: Vinny Cervoni <vcbluzman@hotmail.com>
Subject: Re: Permission to use the Parade Ground

I got your email regarding April 11th. Thanks for the offer, but I don't think calling a special meeting for Sunday, April 11th is necessary. If need be, we will hold our service in the parking lot behind the church.

Please adjust my request to April 18th through June 27th, 2021.

Thanks.

Steve

From: Vincent Cervoni
Sent: Tuesday, March 30, 2021 9:11 AM
To: Steve Knight <steveknight2248@gmail.com>
Cc: Vinny Cervoni <vcbluzman@hotmail.com>
Subject: RE: Permission to use the Parade Ground

Steve,
 Our next Regular Town Council meeting is not until April 13, 2021. If not approved as part of your prior request, this would frustrate your request for April 11. If it is urgent, I can call a special meeting.

Let me know your thoughts.

Thanks!
 vc

-----Original Message-----

From: Steve Knight <steveknight2248@gmail.com>
Sent: Tuesday, March 30, 2021 9:06 AM
To: Vincent Cervoni
Subject: Permission to use the Parade Ground

Dear Chairman Cervoni,

The First Congregational Church of Wallingford would like to ask for permission to use the Parade Ground in front of our three buildings. Because of the COVID-19 pandemic, our church is not holding services indoors at this time. As the weather is warming, we would like to have the opportunity to hold Sunday morning services on the Parade Ground.

I am applying for permission to use the Parade Ground every Sunday from April 11, 2021 through June 27, 2021. While we realize that this is an extended period of time, we hope that the Town Council would be willing to accommodate our request. Of course we hope to begin holding services inside our church in the near future. However, the variability of the severity of the pandemic continues to fluctuate, leaving us unsure when that might happen.

The services we plan would begin at 10am each Sunday and would be over by Noon.

Thank you for considering this request. Should any Town Councilors request additional information, I would be happy to provide it.

Steve Knight
Moderator, First Congregational Church of Wallingford

Town of Wallingford

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

Date: March 31, 2021

Request for: X Transfer of Funds
 Appropriation of Funds

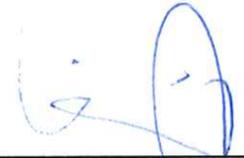
Fund: X General
 Other

Amount: \$2,000 From: Contingency Account Account No: 100 19000-58820

Amount: \$2,000 To: Overtime Account No: 100 20100-51400

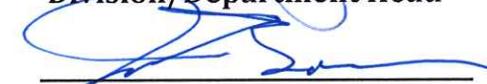
Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by:



Division/Department Head

Certified as to the availability of funds:



Comptroller

APPROVED: Subject to vote of Town Council



Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

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

I hereby certify that this is the motion approved by the Town Council at its meeting of _____, 2021.

Town Clerk



Town of Wallingford, Connecticut
Department of Police Services

RECEIVED
MAYOR'S OFFICE

WILLIAM J. WRIGHT
CHIEF OF POLICE

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

3d.

INTEROFFICE MEMORANDUM

TO: MAYOR WILLIAM W. DICKINSON, JR.
FROM: CHIEF WILLIAM J. WRIGHT (1)
SUBJECT: TRANSFER REQUEST-ANIMAL CONTROL OVERTIME ACCOUNT
DATE: 3/30/2021
CC:

Sir,

Presently, the police department has operational oversight of the Animal Control Department. The overtime account for the operation is in need of a transfer to allow the operation to continue to function through the end of the fiscal year. This need is based on a vacancy in the part-time staff.

Therefore, I am respectfully requesting a transfer of \$2000.00 be made from the Contingency Account (Acct: No: 100 19000-58820) to Overtime (Acct: No: 100 20100-51400).

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.

3e

Town of Wallingford

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

Date: March 31, 2021

Request for: _____ Transfer of Funds
 X Appropriation of Funds

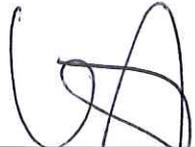
Fund: _____ X General
 _____ Other

Amount: \$119.26 To: Misc. Revenue Account No: 1009052-47040

Amount: \$119.26 To: Police Overtime Account No: 10020050 51400

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by:



Division/Department Head

Certified as to the availability of funds:



Comptroller

APPROVED: Subject to vote of Town Council



Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

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

I hereby certify that this is the motion approved by the Town Council at its meeting of _____, 2021.

Town Clerk



Town of Wallingford, Connecticut
Department of Police Services

RECEIVED
MAYOR'S OFFICE
21 MAR 31 AM 11:11
WILLIAM J. WRIGHT
CHIEF OF POLICE
135 NORTH MAIN STREET
WALLINGFORD, CT 06492-3718
TELEPHONE (203) 294-2828

3e.

INTEROFFICE MEMORANDUM

TO: MAYOR WILLIAM W. DICKINSON, JR.
FROM: CHIEF WILLIAM J. WRIGHT 
DATE: MARCH 31, 2021
SUBJECT: ACCEPTANCE OF OVERTIME REIMBURSEMENT FUNDS
CC: MR. JAMES BOWES, COMPTROLLER

Sir,

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

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

We have now received reimbursement through an electronic transfer in the amount of \$119.26. I write to request that the funds be accepted by the Council and deposited into the account entitled Miscellaneous Revenue (Account 1009052-47040) and further, that our overtime expenditure account (Account 10020050-51400) be amended to reflect receipt of these funds as it is the account from which they were originally drawn from.

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

TOWN OF WALLINGFORD, CONNECTICUT

3f

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

Date: March 29, 2021

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

Fund: xx General Fund
xx Other Title ~~Fire Watch Services Payment~~

Amount: \$ 1,371.78 FROM: Title Misc. Revenue Acct. No. 1009052-47040

Amount: \$ 1,371.78 TO: Title Replacement Pay Acct. No. 10020150-51500

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by: [Signature]
Department/Division Head

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

APPROVED -- subject to vote of the Town Council:
[Signature]
Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

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

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

Town Clerk



Town of Wallingford, Connecticut

RECEIVED
MAYOR'S OFFICE
21 MAR 29 PM 11:24

RICHARD W. HEIDGERD
FIRE CHIEF

JOSEPH J. CZENTNAR
DEPUTY FIRE CHIEF

SAMUEL C. WILSON
DEPUTY FIRE CHIEF

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

March 29, 2021

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

Re: Appropriation of Fire Watch Funds

Dear Mayor Dickinson:

The Wallingford Fire Department has received payment in the amount of \$1,371.78 for Fire Watch services provided to the Milestone Construction Services, LLC at 320 Barnes Road, Wallingford, CT. These services were required due to fire safety code issues identified by the Wallingford Fire Marshal's office. Fire Watch was necessary to ensure the safety of the public. This is not a budgeted event for the Fire Department; therefore it will be necessary to restore the funds in the Fire Department Replacement Pay Account.

This requires the appropriation of funds in the amount of \$1,371.78 to the following accounts:

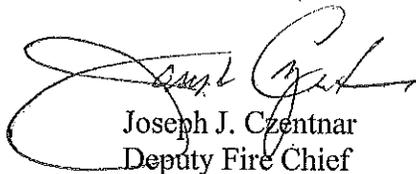
To: Revenue Account #1009052-47040
Miscellaneous Revenue

And

To: Expense Account #10020150-51500
Replacement Pay

If this meets with your approval, please place this item on the April 13, 2021 Town Council Agenda for acceptance by the Town Council.

Sincerely,


Joseph J. Czentnar
Deputy Fire Chief

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

Date: April 1, 2021

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

Fund: _____ General Fund MISC. GRANTS & DONATIONS FUND
xx Other Title Connecticut Fair Plan (SPECIAL REV.)

Amount: \$ 449.00 FROM: Title Revenue Account Acct. No. FUND # 250
Grant #TBD

Amount: \$ 449.00 TO: Title Expense Account Acct. No. FUND # 250
Grant #TBD

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by: [Signature]
Department/Division Head

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

APPROVED -- subject to vote of the Town Council:
[Signature]
Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

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

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

Town Clerk



Town of Wallingford, Connecticut
Fire Prevention Bureau

39.

MICHAEL R. GUDELSKI
FIRE MARSHAL

BRIAN R. SCHOCK
DEPUTY FIRE MARSHAL

SHOCK J. BAITCH
DEPUTY FIRE MARSHAL

CENTRAL FIRE HEADQUARTERS
75 MASONIC AVENUE
WALLINGFORD, CT 06492-3019
TELEPHONE (203) 294-2766
FAX: (203) 294-2736

April 1, 2021

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

Re: Acceptance and Appropriation of Connecticut Fair Plan Grant

Dear Mayor Dickinson:

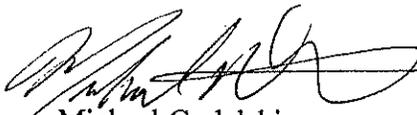
The Wallingford Fire Department has been awarded a grant by the Connecticut Fair Plan in the amount of \$449.00.

This requires the appropriation of funds in the amount of \$449.00 to the following accounts:

To:	Revenue Account	
	Grant - Account TBD	\$449
And		
To:	Expense Account	
	Misc. Grants/Donations/Fire Department – Account TBD	\$449

If this meets with your approval, please place this item on the April 13, 2021 Town Council Agenda for acceptance by the Town Council.

Sincerely,


Michael Gudelski
Fire Marshal

3a

TOWN OF WALLINGFORD, CONNECTICUT

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

Date: April 5, 2021

I. Request for: xx Transfer of funds
 appropriation of funds

Fund: xx General Fund

 Other Title _____

Amount: \$ 725.00 FROM: Title ESO Management Software Acct. NO. 10020150-57000-00918

\$ 157.00 Cordless LED Tripod Light 10020150-57000-00919

\$ 11.00 Rescue Equipment 10020150-57000-00921

\$ 225.00 Body Armor - Ballistic Vests 10020150-57000-00925

\$ 258.00 4-Gas Alert MicroClip XL 10020150-57000-00926

\$ 77.00 Single Gas Meters 10020150-57000-00927

\$ 275.00 Multi Manifold Unit 10020150-57000-00928

\$ 646.00 5-Gas PID Meter 10020150-57000-00929

* Continued to Page 2

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

Date: April 5, 2021

I. Request for: XX Transfer of funds
 _____ appropriation of funds
Fund: XX General Fund
 _____ Other Title _____

Amount: \$ <u>1,150.00</u>	FROM: Title <u>RIT Pak</u>	Acct. NO. <u>10020150-57000-00930</u>
\$ <u>27.00</u>	<u>Particulate Flash Hoods</u>	<u>10020150-57000-00932</u>
\$ <u>295.00</u>	<u>Walk Behind Mower</u>	<u>10020150-57000-00933</u>
\$ <u>21.00</u>	<u>Thermal Imaging Cameras</u>	<u>10020150-57000-00934</u>
\$ <u>13.00</u>	<u>Computer Upgrades</u>	<u>10020150-57000-00936</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Amount: \$ 3,880.00 TO: Title Replacement Pay Acct.NO. 10020150-51500

Explanation: PER ATTACHED LETTER AS REQUIRED

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

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

APPROVED -- subject to vote of the Town Council:
[Signature]
Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

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

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

Town Clerk



Town of Wallingford, Connecticut

RICHARD W. HEIDGERD
FIRE CHIEF

3h.

JOSEPH J. CZENTNAR
DEPUTY FIRE CHIEF

SAMUEL C. WILSON
DEPUTY FIRE CHIEF

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

April 5, 2021

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

Re: Transfer Request 2019-2020 Budget Year

Dear Mayor:

A transfer in the amount of \$3,880 to Account 10020150-51500 Replacement Pay will be required to cover a projected shortfall before the fiscal year end.

Funds are available to be transferred from the Capital Accounts listed below:

Transfer From:

Account #10020150-57000-00918 ESO Management Software	\$ 725
Account #10020150-57000-00919 Cordless LED Tripod Light	\$ 157
Account #10020150-57000-00921 Rescue Equipment	\$ 11
Account #10020150-57000-00925 Body Armor -- Ballistic Vests	\$ 225
Account #10020150-57000-00926 4-Gas Alert MicroClip XL	\$ 258
Account #10020150-57000-00927 Single Gas Meters	\$ 77
Account #10020150-57000-00928 Multi Manifold Unit	\$ 275
Account #10020150-57000-00929 5-Gas PID Meter	\$ 646
Account #10020150-57000-00930 RIT Pak	\$1,150
Account #10020150-57000-00932 Particulate Flash Hoods	\$ 27
Account #10020150-57000-00933 Walk Behind Mower	\$ 295
Account #10020150-57000-00934 Thermal Imaging Cameras	\$ 21
Account #10020150-57000-00936 Computer Upgrades	\$ 13

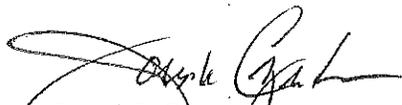
Transfer To:

Account # 10020150-51500 Replacement Pay \$3,880

If this transfer meets with your approval, please place it on the April 13, 2021 Town Council Agenda for consideration and approval.

Thank you for your attention to this issue.

Sincerely,


Joseph J. Czentnar
Deputy Fire Chief

3i

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

Date: March 19, 2021

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

Fund: xx General Fund
 Other Title _____

Amount: \$ 2000.00 FROM: Title Maintenance of Building Acct. No. 10020150-54315

Amount: \$ 2000.00 TO: Title Maintenance of Equipment Acct. No. 10020150-54325

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by: [Signature]
Department/Division Head

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

APPROVED -- subject to vote of the Town Council:
[Signature]
Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

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

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

Town Clerk



RECEIVED
MAYOR'S OFFICE
Town of Wallingford, Connecticut
21 MAR 19 PM 2:53

RICHARD W. HEIDGERD ³ⁱ
FIRE CHIEF

JOSEPH J. CZENTNAR
DEPUTY FIRE CHIEF

SAMUEL C. WILSON
DEPUTY FIRE CHIEF

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

March 19, 2021

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

Re: Transfer Request 2020-2021 Budget Year

Dear Mayor:

A transfer in the amount of \$2,000.00 to Account 10020150-54325 Maintenance of Equipment will be required to cover an anticipated shortfall before the fiscal year end.

The funds are available to be transferred from the Maintenance of Building Account.

Transfer From:

Account # 10020150-54315 Maintenance of Building	\$2,000.00
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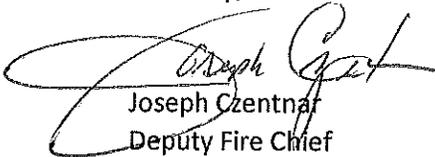
Transfer To:

Account # 10020150-54325 Maintenance of Equipment	\$2,000.00
---	------------

If this meets with your approval, please place it on the April 13, 2021 Town Council Agenda for consideration and approval.

Thank you for your attention to this issue.

Sincerely,


Joseph Czentnar
Deputy Fire Chief

34

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

Date: April 5, 2021

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

Fund: XX General Fund
 Other Title _____

Amount: \$ <u>529.00</u>	FROM: Title <u>Employee Assistance</u>	Acct. No. <u>10020150-52950</u>
	<u>Program</u>	
\$ <u>2,500.00</u>	<u>Office Expenses</u>	<u>10020150-56100</u>
\$ <u>500.00</u>	<u>Dues and Fees</u>	<u>10020150-58810</u>

Amount: \$ <u>3,529.00</u>	TO: Title <u>Telephone</u>	Acct. No. <u>10020150-53000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Explanation: PER ATTACHED LETTER AS REQUIRED

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

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

APPROVED -- subject to vote of the Town Council:
[Signature]
Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

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

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

Town Clerk



Town of Wallingford, Connecticut

RICHARD W. HEIDGERD
FIRE CHIEF

3j

JOSEPH J. CZENTNAR
DEPUTY FIRE CHIEF

SAMUEL C. WILSON
DEPUTY FIRE CHIEF

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

April 5, 2021

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

Re: Transfer of Funds Fiscal Year 2020-2021

Dear Mayor,

It has become necessary to transfer funds in the amount of \$3,529 into Account No. 10020150-53000 Telephone because of unanticipated monthly bill amounts. Funds are available to transfer from Account 10020150-52950 Employee Assistance Program, Account 10020150-56100 Office Expenses, and Account 10020150-58810 Dues and Fees.

Transfer From:

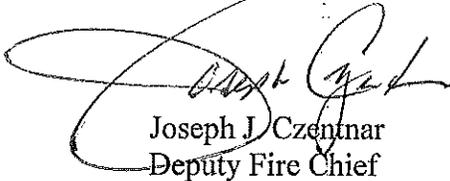
Account 10020150-52950 Employee Assistance Program	\$ 529
Account 10020150-56100 Office Expenses	\$2,500
Account 10020150-58810 Dues and Fees	\$ 500

Transfer To:

Account 10020150-53000 Telephone	\$3,529
----------------------------------	---------

If this transfer request meets with your approval, please place it on the April 13, 2021 Town Council Agenda.

Sincerely,



Joseph J. Czentnar
Deputy Fire Chief

3k

TOWN OF WALLINGFORD, CONNECTICUT

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

Date: 4/5/2021

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

Fund: _____ General Fund
 Other Title Spec. Rev. - Misc GRANTS & Donations

Amount: \$ 2,000 - FROM: Title: Rev: Donations Acct No. 250 4002-4752
TO: _____

Amount: \$ 2,000 - TO: Title: Exps - Health Acct No. 250 - TBD

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by: W Dickinson
Department/Division Head

Certified as to availability of funds:
[Signature]
Comptroller

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

II. CERTIFICATION OF FINANCIAL TRANSACTION:

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

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

Town Clerk



Town of Wallingford, Health Department
45 South Main St.
Wallingford CT 06492

3K

Stephen Civitelli, RS, MPH
Director of Health

Phone: 203-294-2065 Fax: 203-294-2064
Email: health@wallingfordct.gov

RECEIVED
MAYOR'S OFFICE
21 MAR 19 AM 11:24

MEMORANDUM

To: William W. Dickinson, Jr., Mayor

From: Stephen Civitelli, Director of Health 

Date: March 19, 2021

Re: Request to Include Item on Town Council Consent Agenda, April 13, 2021

Please include on the Agenda, Health Department request to accept a donation from Rohm in the amount of \$2,000.00 for the Wallingford Medical Reserve Corp (MRC) to support training and recruitment of new volunteers.

The Wallingford MRC unit is a Health and Human Services (HHS) recognized disaster/emergency response citizen volunteer group coordinated and trained through the health department.

Action Requested:

Town Council Agenda, Health Department request to accept donation in the amount of \$2,000.00 for the Wallingford Medical Reserve Corp (MRC) and to approve the line item as assigned by the Comptroller for revenue and expenditure of the funds.

Thank you for your consideration of this matter.



Public Health
Present. Promote. Protect.

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

Date: 03/24/21

I. Request for: Transfer of funds
 Appropriation of funds

Fund: General Fund
 Other Title Capital

Amount: \$ 1200.00 From: Title: Capital - Photo ID System Acct # 10050050-57000-00939

\$ _____ From: Title: _____ Acct. # _____

\$ _____ From: Title: _____ Acct. # _____

Amount: \$ 1200.00 To: Title: Capital - PC's & Accessories Acct # 10050050-57000-00941

\$ _____ To: Title: _____ Acct. # _____

\$ _____ To: Title: _____ Acct. # _____

Explanation: PER ATTACHED LETTER AS REQUIRED

Submitted by: [Signature]
Department / Division Head

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

APPROVED – subject to vote of the Town Council:
[Signature]
Mayor

II. CERTIFICATION OF FINANCIAL TRANSACTION:

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

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

RECEIVED
MAYOR'S OFFICE
21 MAR 28 PM 11:26

Ken Michaels
Director of Parks & Recreation
Michelle Björkman
Superintendent of Recreation
Shawn Keogh
Recreation Program Specialist

32

Honorable Mayor William W. Dickinson, Jr.

Wallingford Town Hall

45 South Main Street

Wallingford, CT 06492

March 24, 2021

Dear Mayor,

I am requesting placement on the next Town Council meeting agenda for a transfer of funds. I am seeking a transfer in the amount of \$1200.00 from Capital Account 10050050-57000-00939, Photo ID System, to Capital Account 10050050-57000-00941, Computer Workstation and Accessories. This would allow us to purchase one additional workstation replacement based on the recent quotes received. This would be the last workstation to complete the upgrade of our network; all covered under a 5-year warranty.

Please let me know if I can provide you with any further information concerning this request. Thank you for your assistance.

Best regards,

Kenny Michaels, Director

Wallingford Parks and Recreation Department



Town of Wallingford, Connecticut

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

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

RECEIVED
MAYOR'S OFFICE
21 MAR 24 AM 11:32

Kenny Michaels
Director of Parks & Recreation

Michael Björkman
Superintendent of Recreation

Shawn Keogh
Recreation Program Specialist

3m

March 23, 2021

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

Dear Mayor,

I am requesting placement on the next Town Council consent agenda to accept the donation of a park bench from Friends and Family of Ken Boisvert, valued at \$964.00, to be placed at Doolittle Park.

Ken was a long-time basketball official and employee of the Recreation Department. He was also an avid tennis player and well known in the community. If I may answer any further questions with regard to this donation, please contact me.

Thank you for your assistance.

Best Regards,

Kenny Michaels, Director
Parks and Recreation Department

LEGAL NOTICE

Pursuant to Chapter III Section 6 of the Charter of the Town of Wallingford, Connecticut, a Public Hearing will be held by the Town Council of the Town of Wallingford on _____, 2021, at __:__ a.m./p.m. in _____, on the following proposed ordinance:

AN ORDINANCE APPROPRIATING \$460,000 FOR SCHOOL SYSTEM CAPITAL IMPROVEMENT PROGRAM PHASE IV AND AUTHORIZING THE ISSUE OF \$460,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Following the public hearing, the Town Council will consider and act on the proposed ordinance.

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

**TUESDAY
MARCH 23, 2021
6:30 P.M.**

RECORD OF VOTES & MINUTES

The Town Council Meeting on Tuesday, March 23, 2021 was called to order at 6:30 p.m. There was a moment of silence and the Pledge of Allegiance was said. Councilors in attendance were Craig C. Fishbein, Thomas Laffin, Gina Morgenstein, Joseph A. Marrone, III, Christopher K. Shortell, Christina Tatta, Vincent F. Testa, Jason Zandri and Chairman Vincent Cervoni. Mayor William W. Dickinson, Jr., Corporation Counsel Janis Small and Town Attorney Gerald E. Farrell, Sr. were also present.

1. Pledge of Allegiance
2. Roll Call
3. Consent Agenda
 - 3a. Consider and approve Tax Refunds totaling \$5,280.38 (#762-778)
Acct. #1001001- 41020 - Tax Collector
 - 3b. Consider and approve First Congregational Church use of the Parade Grounds on March 28th and April 4th for Palm Sunday and Easter Sunday services – Chairman Cervoni
 - 3c. Consider and approve a Transfer in the amount of \$9,300 from Contingency-General, Acct. #10019000-58820 to Health-Regular Wages, Acct. #10040050-51000 – Health Dept.
 - 3d. Consider and approve a Transfer in the amount of \$5,000 – Human Resources

\$2,000	From: Continuing Education/Training Exp.	Acct. #12000-55700
\$3,000	From: Professional Svcs.- Consulting Svcs.	Acct. #12000-56774
\$5,000	To: Office Expense and Supplies	Acct. #12000-56100
 - 3e. Acceptance of funds from Roehm America and consider and approve Appropriation of funds in the amount of \$2,000 to Revenue Donations –Police, Acct. #2502002-47152 and to Expense Donations-Police, Acct. #25020050-58830-10135 – Police Dept.
 - 3f. Acceptance of funds from State of CT for Dispatcher 911 Training and consider and approve Appropriation of funds in the amount of \$2,514 – Police Dept.

\$2,514	To: Revenue	Acct. #1009052-47040
\$1,257	To: Police Overtime	Acct. #10020050-51400
\$1,257	To: Continuing Education	Acct. #10020050-55700

- 3g. Acceptance of funds from Roehm America and consider and approve Appropriation of funds in the amount of \$2,000 to Revenue Account-Roehm America, LLC-Fire, Acct. #250-TBD and to Expense Account-Roehm America, LLC-Fire, Acct. #25020150-58830-TBD – Fire Dept.
- 3h. Consider and approve Adoption of Fair Housing Resolution for the Town of Wallingford – Mayor
- 3i. Approve Town Council Minutes of March 9, 2021.
- 3j. Consider and approve Budget Transfer in the amount of \$110,000 from Meter Operating Expenses, Acct. #586 to Meter Capital, Acct. #370 – Electric Div.

MOTION WAS MADE TO APPROVE CONSENT AGENDA ITEMS 3a.-3g. and 3i. as amended - 3j.

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

4. Items Removed from the Consent Agenda:

- 3h. Consider and approve Adoption of Fair Housing Resolution for the Town of Wallingford – Mayor

MOTION WAS MADE TO APPROVE ADOPTION OF FAIR HOUSING RESOLUTION FOR THE TOWN OF WALLINGFORD.

**MAE BY: LAFFIN
SECONDED BY: FISHBEIN**

Councilor Morgenstein indicated she looked up the Fair Housing Act. She then asked the Mayor what has prompted this resolution and what actions we are taking to fulfill the fair housing in Wallingford. The Mayor explained we need to complete our application for a project at Ulbrich Heights housing authority location in order to have all the documentation and we follow the rules of the department of housing.

Councilor Morgenstein remarked fair housing has to do with affordable housing and she has discovered we have not taken action with states requiring an affordable housing plan from the municipalities. The Mayor said we will be as soon as we have a Town Planner initiating the

writing and preparation of a policy. He indicated the new Town Planner will be arriving in the near future.

Councilor Morgenstein stated we are living in times that are requiring people to get help and she feels this is a very important issue.

ROLL CALL VOTE:	SHORTELL: YES
FISHBEIN: YES	TATTA: YES
LAFFIN: YES	TESTA: YES
MARRONE: YES	ZANDRI: YES
MORGANSTEIN: YES	CERVONI: YES
9 – AYE	
MOTION: PASSED	

5. PUBLIC QUESTION & ANSWER PERIOD

Bob Gross, Long Hill Road, asked the Mayor if he has hired anyone to replace Scott Hanley in Government Television as he feels this is an important position. The Mayor stated Mr. Hanley is still in the position right now and that is currently under review. Mr. Gross then asked if Administration or Town Council does the hiring for Mr. Hanley's position. The Mayor replied Administration does the hiring.

Mr. Gross asked if new employees get FOI training. The Mayor stated we have a number of training directives and we offer what is required by the state.

Larry Morgenstein, South Main Street, asked the Mayor to give an update on the court case, The Connecticut Commission on Human Rights and Opportunities v. Town of Wallingford that is still pending. He then asked what we are doing to live up to the fair housing resolution.

The Mayor explained complaints that arise come through his office and Joan Stave, Administrative Aide, is the officer and she makes sure people are aware of their rights and what resources are available to them.

Mr. Gross asked what kind of training do P&Z, ZBA and other people have in terms of knowing fair housing and how to handle these things. The Mayor said the primary issue would be with the Law Department.

Mr. Gross asked how we can have fair housing without affordable housing. The Mayor said we have a series of regulations that encourage the range of housing. We have made an effort in the past and we will continue to provide the means for affordable housing to be constructed in the community.

Jacqueline McFarlane, Kondracki Lane, stated she is happy to hear we hired a Town Planner and would like some background information on that person. The Mayor said the person has been offered the position but we do not have the person here as of yet and he will speak to that when this person arrives.

Chairman Cervoni confirmed with the Mayor that the Town Planner deals with the Planning and Zoning Department. The Mayor answered yes.

Mike Glidden, 99 Pomeroy Avenue, would like an update on the court case regarding Gilbert and asked if this is proceeding to trial. The Mayor said he is not familiar with the case. Mr. Glidden feels as taxpayers we could be looking at a settlement that is significant monies that we may have to pay out and he urges Councilors to keep an eye on this.

Mr. Glidden asked if the town applied for funds for developing affordable housing which is required under Connecticut General Statute. He said he believes we were awarded a grant a year ago and asked if that is correct? The Mayor is not familiar with any grant being applied for and stated we need the Town Planner in order to be part of that.

Ben Martin, Ward Street, recommends we hire a developer to build low income housing.

6. COVID 19 Update by Stephen Civitelli, Health Director

Attached is Mr. Civitelli's report.

7. 6:30 p.m. Public Hearing to consider and act upon Ordinance amending Chapter 151, Parks and Park Facilities, Section 156-9 of the Code of the Town of Wallingford.

Chairman Cervoni read the last sentence of the ordinance.

Councilor Shortell stated this came before the Council last month and his understanding of this ordinance is the that Council will have the opportunity to approve the Parks and Recreation Commission setting these fees. He stated it is a power of the Council and he would not call this a micromanagement.

PUBLIC COMMENT

Mr. Martin said he is curious if the reason behind charging non-profit is to raise money for Parks and Recreation because they are lacking in funding. He feels if they are lacking in some funds the Mayor and Town Council could fund them without charging them some kind of fee.

Chairman Cervoni said this was not a Council action it was an action of the Parks and Recreation Commission so nobody on the Council can answer that question. He went on to say this change in the ordinance is intended to give the Council the ability to review that decision.

Chris Bishop, Hillview Avenue, stated there are many organizations that would be affected by the potential recent passing of the Parks and Recreation Commission fee structure.

Jacqueline McFarlane, asked if the Parks and Recreation budget has been cut over the years. Chairman Cervoni said he is not sure. He explained the fund varies from year to year and that is not the issue before the Council. The issue is this ordinance that's going to give the Council the ability to review the permit structures, waivers, etc.

Mr. Morgenstein stated most costs seem to go up every year. He went on to say Parks and Recreation is looking for ways to bring in more revenue to make up shortfalls. He hopes we're looking at fighting for them to get proper funding in budget season.

Mr. Morgenstein asked the Mayor if we are we looking at any increases to the budget for Parks and Recreation this year. The Mayor indicated most departments will be having increases as a result of increased costs of everything.

Bill Gorry, 15 Dana Blvd, stated from a parent's prospective and town resident's prospective he is involved in the program and has never been paid once. He hasn't seen any other towns like this where the cost is so low that it's extremely affordable. He feels an increase in costs could eliminate this program.

Sean Doherty, Executive Director, Wallingford YMCA indicated the YMCA has been in close partner with the town for over 76 years and whenever asked to step up to the plate will never hesitate no matter what the cost. He spoke of several programs offered such as warming and cooling centers, cancer survivor programs, emergency shelter guest passes which are free and many others. He said they use the Doolittle Park for day camp. He stated YMCA is a good steward of Doolittle Park.

Mr. Doherty went on to state this year has been a tough year. Wallingford YMCA is still recovering and will be for the remainder of the year. They have a plan in place but because of the pandemic will be restricted. He indicated over 430 non-profits in the State of Connecticut have closed their doors permanently and noted families are suffering. He asked the Council to consider this when instituting this change into the fee structure.

Paula DeMaio, Colonial Lane, stated her son plays with the baseball team and she would hate to take that away due to increased costs. She suggested Wallingford let some local business advertise at our fields to raise money.

Chairman Cervoni explained all this ordinance does is give the Council the ability to review Parks and Receptions actions. We are not making decisions tonight about fees, fee structures or waivers. If this ordinance is adopted then the Council will have the ability to review Parks and Recreation's fee structure. He went on to say specific amounts being charged and how they are being charged is not on the agenda tonight.

Jason Michael, 81 Meadow Street, Parks and Recreation Commissioner, questioned what exactly the Council is voting on changing the ordinance. Chairman Cervoni clarified the part that he highlighted is the new language. Mr. Michael was under the impression that the Council had 30 days to render their decision whether or not to accept Parks & Recreation's decision. Chairman Cervoni said this gives the Council the opportunity to review.

Attorney Small explained the Council is not hearing individual applications they are going to approve the fee structure and how waivers are processed.

Joe Franke, 25 Grieb Trail, was an employee of the Wallingford YMCA and spoke of some of the good things they did. He asked what the need for the money is and is this something we want to

approve and do we have all the information available to us before we approve something. He feels this is a drastic measure.

Councilor Testa appreciates Chairman Cervoni's comments trying to direct the discussion tonight to the issue at hand which is simply the ordinance language. He stated this has nothing to do with the current fee structures and noted that's not on the agenda this evening. He doesn't want anyone feeling disappointed because the Council could not address their concerns.

Councilor Morgenstein stated there are expenses they did not feel were going to be covered in their budgetary allotment and they are looking for creative ways to offset that. She is undecided on how she feels.

Councilor Fishbein feels it is import to point out that tonight has nothing to do with whether or not non-profits are charged fees or not. He then talked about the language of the ordinance. He asked assuming this passes, when would you anticipate us having this package before us for our review and approval because in the meantime they cannot charge any fees. Chairman Cervoni said to legitimize the existing fee and waiver structure we should have that become an agenda item on the meeting after the appeal period has expired. Chairman Cervoni said he is in favor of what is before us.

Councilor Shortell referred to Ms. McFarlane's comment about the budget and stated all budgets are on the website. He stated he will support this.

Attorney Small agrees with Councilor Fishbein this language requires Town Council approval of the fee schedule and a waiver provision so once this becomes effective they have to bring it to Council for approval. She agrees with Councilor Testa in that there is no appeal of a particular application. She said to keep in mind the Recreation Commission is an advisory commission.

Councilor Marrone stated the Town Council is the tax authority in the town and the oversight of this is something that should come back to the Town Council. He disagrees with Councilor Morgenstein and feels taxation is not a good way to raise money. He stated this is a power that belongs to the Council and he doesn't think Council should give away its ability to decide who charges money to use the parks.

Ken Michaels, Director, Parks & Recreation, stated park facility fees go into a special fund account and in turn can be used to upgrade facilities, replace equipment, picnic benches, etc.

MOTION WAS MADE TO APPROVE ORDINANCE AS PROPOSED.

MADE BY: LAFFIN

SECONDED BY: SHORTELL

ROLL CALL VOTE:

FISHBEIN: YES

LAFFIN: YES

MARRONE: YES

MORGANSTEIN: YES

SHORTELL: YES

TATTA: YES

TESTA: YES

ZANDRI: YES

CERVONI: YES

**9 – AYE
MOTION: PASSED**

- 8. Consider and approve Bid Waiver for Houston-Galveston Area Council (HGAC) to enter into an interlocal contract with HGABuy to obtain best pricing up to \$250,000 for an ambulance – Fire Dept.

*In Attendance: Richard Heidgerd, Fire Chief
Joseph Czentnar, Deputy Fire Chief
Samuel Wilson, III, Deputy Fire Chief – EMS & Training*

MOTION WAS MADE TO approve Bid Waiver for Houston-Galveston Area Council (HGAC) to enter into an interlocal contract with HGABuy to obtain best pricing up to \$250,000 for an ambulance.

**MADE BY: LAFFIN
SECONDED BY: MORGENSTEIN**

Deputy Chief Czentnar stated the Fire Department is asking for a bid waiver to purchase a Frazer limited ambulance through HDAC. He explained after having two Frazer ambulances for over three years we feel Frazer offers the best platform for long term reliable and low cost ownership. He briefly described HDAC which is a nationwide government procurement service where local government units are eligible to become participating members of the cooperative.

Councilor Tatta asked how we know the best prices are attained through this. Deputy Chief Czentnar indicated it’s part of the requirement in the contract that it’s the best price available. He said they have been able to confirm that through fire apparatus and with ambulances.

Councilor Tatta asked how much we are willing to spend and if that hurts us. Deputy Chief Czentnar indicated that was in our budget.

Councilor Fishbein asked if the price for the vehicle includes delivery. Deputy Chief Czentnar answered yes.

ROLL CALL VOTE:
FISHBEIN: YES
LAFFIN: YES
MARRONE: YES
MORGANSTEIN: YES
9 – AYE
MOTION: PASSED

SHORTELL: YES
TATTA: YES
TESTA: YES
ZANDRI: YES
CERVONI: YES

- 9. Discussion regarding Fire Department staffing changes over the past years – Fire Chief

*In Attendance: Richard Heidgerd, Fire Chief
Joseph Czentnar, Deputy Fire Chief
Samuel Wilson, III, Deputy Fire Chief – EMS & Training*

Chief Heidgerd, Deputy Chief Czentnar and Deputy Fire Chief Wilson presented Wallingford Fire Department 2021 status Report

Councilor Fishbein thanked the Fire Chiefs for the presentation and stated it was very informative.

Councilor Fishbein indicated the volunteer situation over past few years has declined. He inquired if we have a stipend program. Chief Heidgerd said we have a tax abatement as well as well as the pension system.

Councilor Fishbein asked if volunteers pay up front for training costs. Chief Heidgerd stated they request monies so they could sponsor 20 people in total with all training costs up front for them. He is hoping with funding on July 1st they will be able to front pay for those costs. The goal is to recruit 10 firefighters and 10 EMS responders with all expenses paid.

Councilor Laffin asked Chief Heidgerd how long he has been Chief for and he answered just over 6years. He then asked Deputy Chief Czentnar how long he has been Deputy Chief for and he answered 6 ½ years. He asked Deputy Chief Wilson how long he has been Chief for and he answered a little over one year. Councilor Laffin said he feels frustrated more than he was before because he still doesn't understand why they are \$1 million dollars over budget in the payroll area. Chief Heidgerd explained they are not \$1 million over Budget. He went on to say \$213,000 is the true overage past the budget and there have been a lot of unknowns with this new staffing model. He stated there is no contingency within the Fire Department budget for the 8 previous years.

Chairman Cervoni stated the power-point presentation will become part of the Minutes.

Councilor Tatta asked why the call volume is increasing so drastically. Chief Heidgerd explained medical calls have gone up, age and population and 911 accessibility. He indicated strictly the EMS side of things that has gone up which has increased that call volume.

Councilor Tatta thought the overage was more than \$213,000 and she thought a good chunk of that came from the general contingency. Chief Heidgerd explained they initially identified that they may have had a shortfall of up to \$600,000.

Councilor Tatta asked Chief Heidgerd if he expects replacement pay to be as high next year. Chief said he does not want to go into next year with a shortfall . He stated when you see the budget it will be with truer numbers.

The Mayor mentioned there was a circumstance of four injuries and the \$600,000 figure was based upon if those people were out of work through most of the year. He indicated an out of the ordinary number of injured personnel was a significant part of this.

Councilor Shortell thanks Chief Heidgerd and his whole team. He mentioned he would have liked more time to review the power-point presentation but the presentation itself was very thorough. He said he appreciates getting this before the budget workshop.

Councilor Shortell asked if the power-point presentation has to be submitted ahead of time. He confirmed with Attorney Small under FOI rules as long as he got it to the Town Clerk it would be

legal and could be posted after the meeting. Attorney Small said yes, it's preferable to be before, could be during but it has to be afterwards.

Mr. Garlick, 8 Vumbaco Drive, inquired about the new volunteer training funds.

Chairman Cervoni thanked Chief Heidgerd for taking care of the town.

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 - *Withdrawn*
11. Executive Session pursuant to CGS Section 1-200(6)(B) and Section 1-225(f) for discussion regarding pending claims and litigation involving Covanta and the Disposal Agreements – Law Dept.

MOTION WAS MADE TO MOVE INTO EXECUTIVE SESSION AT 9:24 P.M.

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

MOTION WAS MADE TO MOVE INTO EXECUTIVE SESSION pursuant to CGS Section 1-200(6)(B) and Section 1-225(f) for discussion regarding pending claims and litigation involving Covanta and the Disposal Agreements – Law Dept.

Time of Executive Session 9:02 p.m. to 10:20 p.m.

Attendance at Executive Session:

FISHBEIN	MAYOR WILLIAM W. DICKINSON, JR.
LAFFIN	CORPORATION COUNSEL JANIS SMALL
MARRONE	
MORGENSTEIN	
SHORTELL	
TATTA	
TESTA	
ZANDRI	
CERVONI	

MOTION WAS MADE TO MOVE OUT OF EXECUTIVE SESSION AT 9:45 P.M.

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

The meeting was adjourned at 9:45 p.m.

Respectfully submitted,

Lisa Moss
Council Staff
Meeting digitally recorded

Vincent Cervoni, Chairman

Date

Deborah McKiernan, Town Clerk

Date



OFFICE OF THE MAYOR
TOWN OF WALLINGFORD
CONNECTICUT

WILLIAM W. DICKINSON, JR.
MAYOR

April 6, 2021

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

Wallingford Town Council
Wallingford, CT 06492

ATTN: Vincent Cervoni, Chairman

Dear Council Members:

We have negotiated a purchase price of \$1,760,700 for the building and property located at 100 Barnes Road, Wallingford. Our intention is to repurpose the building for use by the Wallingford Police Department. In January of 2020 Chief Wright alerted us regarding the inadequacies and deficiencies of the current building located at 135 North Main Street. Identified inadequacies were the cause of an effort to build a new police facility at 135 North Main Street in 2007. The extreme recession of 2008 and subsequent years gave pause to that project.

The costs projected to purchase and renovate the 100 Barnes Road building are well below the amount of money estimated to build a new facility at 135 North Main Street.

As reported by Chief Wright, problems with the current Police Facility include: parking congestion, inadequacy of the sally port, need for major reconstruction of the cell block to comply with new building codes, need for more locker room space for the increased number of male and female officers, need for enlarged evidence storage area, inadequate office space (i.e. one 8'x8' office used by three Lieutenants and eight patrol Sergeants). If the building is to be used as our Police Department for the foreseeable future, we must replace its mechanical utilities including the combined forced air HVAC system with hot water baseboard heat and electric heaters, air conditioning with a combination of roof mounted and on-ground units. In August of 2019, architects from several firms were invited to walk through the facility and consider whether it could be renovated to address current police needs. Their opinion was that the building's footprint, and the inability to add to the height of the building, rendered it unable to accommodate the Police Department's needs. It must be noted that the property is on the National Historic Building Registry.

The stated purchase price is currently the listed fair market value in the Wallingford Assessor's Office. We recommend that the Town purchase 100 Barnes Road.

Sincerely,

William W. Dickinson, Jr.
Mayor

AGREEMENT

THIS AGREEMENT made on or as of the _____ day of _____, 2021(the "Effective Date"), by and between **100 BARNES ROAD LLC**, a Connecticut limited liability company, hereinafter called "Seller" and the **TOWN OF WALLINGFORD**, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter called "Buyer".

WITNESSETH:

WHEREAS, Seller is the owner of all that certain piece or parcel of real property known as 100 Barnes Road in the Town of Wallingford, County of New Haven and State of Connecticut, consisting of approximately 9.220 acres with improvements thereon, subject only to Permitted Encumbrances, as defined herein. Said Property is more particularly described in Schedule A and made a part hereof.

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from the Seller the Property; and

WHEREAS, it is the desire of the parties to reduce their agreement to one document encompassing in detail their agreement as to the sale and purchase of the Property;

NOW THEREFORE, the parties agree as follows:

1. **SALE OF PROPERTY**. Seller hereby agrees to sell, assign, transfer and convey to the Buyer, and Buyer does hereby agree to purchase from Seller, all the Seller's right, title and interest in and to the Property. Seller agrees to convey said real property to Buyer by a good and sufficient Warranty Deed. Prior to Closing, Seller shall provide Buyer with an A-2 survey of the property, if available.

A. **Condition of Title**. It is understood and agreed that the title herein required to be conveyed by the Seller with respect to all of the Property shall be marketable and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force for a Warranty Deed, provided, however that the Property shall be subject to the following Permitted Encumbrances: (1) any state of facts which a current accurate land title survey of the Property would show; (2) all Laws in effect as of the date hereof; (3) existing encumbrances shown on Schedule B.

B. The Buyer has obtained a Preliminary Certificate of Title and, as of April , 2021, the encumbrances set forth in Schedule B on the Property are acceptable to the Buyer. The Buyer may obtain one or more updated Title Reports prior up to the Closing Date and give notice to the Seller of any objections to the new encumbrances which were not set forth in the Certificate of Title.

C. (i) If the Buyer has objections to the new encumbrances based upon the updated Title Reports, Buyer or its counsel shall furnish to Seller or its counsel a copy of the Commitment, together with a statement that sets forth in reasonable detail any objections that Buyer has to title matters affecting the Property such that Seller cannot deliver marketable title to the Property (any of the foregoing, a "Title Defect", and collectively, "Title Defects"; such written notice of any Title Defects shall be referred to as "Buyer's Objections").

(ii) Except as otherwise set forth herein, Seller may, but shall not be obligated to, cure at or prior to the Closing any Title Defect as to which Buyer timely objected under subsection (C)(i) above. If Buyer timely delivers Buyer's Objections, then Seller or its counsel shall, within five (5) days of receipt by Seller's counsel of Buyer's Objections, give notice to Buyer ("Seller's Response") stating: (a) that Seller will remove all of Buyer's Objections on or before the Closing or (b) if Seller shall not agree to remove all of Buyer's Objections, which Buyer's Objections Seller will not agree to remove, or (c) that Seller will not agree to remove any Buyer's Objections. If Seller fails to give any notice to Buyer within such five (5) day period Buyer shall send a reminder notice to Seller and if Seller fails to give any notice to Buyer within three (3) days of the reminder notice, then Seller shall be deemed to have given notice under clause (a). If Seller's Response indicates either its election under clause (b) or clause (c), and Buyer may either (i) proceed to Closing or (ii) terminate this Agreement upon notice delivered to the Seller within seven (7) days of receipt of Seller's Response this Agreement shall terminate and become null and void and the parties hereto shall be released and discharged of all further claims and obligations to each other. Failure of Buyer to respond within such seven (7) day period shall be deemed an election to proceed to Closing. If Buyer shall not terminate this Agreement, then Buyer shall be deemed to have elected to take title to the Property subject to all Buyer's Objections which Seller shall not have agreed to cure, and such Buyer's Objections shall become Permitted Encumbrances under this Agreement.

2. **PURCHASE PRICE**. The purchase price for the Property shall be One Million Seven Hundred Sixty Thousand and 00/100 Dollars (\$1,760,000.00), payable in full at

the Closing by wire transfer of immediately available funds, on the delivery of the Warranty Deed as set forth herein.

3. **CLOSING OF TITLE.** The closing (the "Closing") of the transaction hereby contemplated shall take place at the office of the Department of Law, Town Hall, 45 South Main Street, Wallingford, Connecticut, at 2:00 p.m. on or before , 2021 (the "Closing Date").

4. **ADJUSTMENTS.**

A. **Closing Costs.** At the Closing, Seller shall pay all of the required transfer taxes, payable in connection with the transaction contemplated hereby. Buyer shall pay (i) the title insurance premium for the Owner's Policy, if any, and (ii) the costs of any survey (or an update thereto) obtained by Buyer. Seller shall pay the costs of recording discharges of Encumbrances required to be removed by Seller under this Agreement. Seller and Buyer shall pay their respective legal, consulting, and other professional fees and expenses incurred in connection with this Agreement and the transaction contemplated hereby and their respective shares of prorations as hereinafter provided.

B. **Prorations.** (1) The following shall be prorated, between Seller and Buyer as of 12:00 AM on the Closing Date in accordance with Wallingford custom. Seller shall be responsible for all real estate taxes, water-sewer charges and assessments on the Property owed (whether billed or not) up to the Closing Date and the charges shall be adjusted as such. Bills presently due shall be paid by the Seller and shall be prorated if the period covered by such bills extends beyond the Closing Date. Seller, therefore, shall pay the taxes and charges for the period of time Seller has owned the property as is custom in Wallingford. Any delinquent real and personal property taxes owed by the

Seller will be paid in full at closing. Utilities, including, without limitation, electricity and gas, shall be paid at Closing by Seller based upon current closing meter readings.

(2) If the Closing shall occur before a real estate tax rate or assessment is fixed for the tax year in which the Closing occurs, the apportionment of taxes at the Closing shall be upon the basis of the tax rate or assessment for the preceding year applied to the latest assessed valuation. Promptly after the new tax rate or assessment is fixed, the apportionment of taxes or assessments shall be recomputed and any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at Closing shall be promptly corrected and the proper party reimbursed.

(3) If after the Closing, the parties discover any errors in adjustments and apportionments, same shall be corrected as soon after their discovery as possible. The provisions of this Section 4 shall survive the Closing, provided that no adjustments shall be made later than ten (10) months after the Closing Date unless prior to such date the party seeking the adjustment shall have delivered a written notice to the other specifying the nature and basis for such claim.

5. **CONDITIONS OF SALE.** In addition to the conditions set forth in Paragraph 1 above, it is also understood and agreed that Buyer's obligations hereunder are expressly contingent upon the following:

A. Approval of this Agreement to purchase by the Town Council of the Town of Wallingford.

B. Referral and report by the Planning and Zoning Commission pursuant to § 8-24. If the report is not favorable, this Agreement is contingent upon action by the Town Council in accordance with § 8-24, which would require a two-thirds vote to proceed

with the purchase; provided, however, that if the vote has not taken place by May 12, 2021, then Seller may terminate this Agreement upon notice to Buyer whereupon this Agreement shall be null and void. If the vote is not by two-thirds, this Agreement shall be null and void.

C. Approval by the Town Council of the Town of Wallingford of an appropriation of funds necessary for the purchase of the Property, including a bond ordinance, and expiration of the time limit for a referendum petition with respect to said approval of the ordinance; provided, however, that if the foregoing approval of the bond ordinance has not occurred by April 28, 2021, then Seller may terminate this Agreement upon notice to Buyer whereupon this Agreement shall be null and void. In the event the petitioners obtain sufficient signatures to require a referendum, the Town Council shall proceed with reconsideration of the Agreement in accordance with Chapter III, Section 9 of the Town Charter. Seller may elect to terminate this Agreement if the referendum election does not occur by July 30, 2021 and, if so terminated, this Agreement shall be null and void. If the Agreement is the subject of a referendum, this Agreement shall terminate if it is rejected by the voters. If it is not rejected, and all contingencies have been satisfied, the Closing shall occur within thirty (30) days of the referendum election.

D. Environmental Provisions. Notwithstanding anything contained herein to the contrary, it is agreed that the purchase of the Property is contingent upon a satisfactory environmental assessment of the property. The Buyer shall arrange for an investigation and examination of the property to be performed by an environmental consulting firm ("Engineer"). The purpose of the assessment will be to determine the presence of any hazardous waste or the presence of pollution or other environmental problems which

would render the property prejudicial to human health and safety. Such investigation or assessment shall mirror the Phase I and Phase II investigations pursuant to the Transfer Act Site Assessment process. The Buyer may require a Phase II investigation whether or not the Phase I information suggests that a "Release" or other pollution may have occurred and to this end may instruct the Engineer to execute a Phase II investigation at or about the same time the Phase I investigation is performed. Buyer shall deliver a copy of each report to Seller and, if requested by Seller, shall cooperate with Seller in causing the Engineer to issue reliance letters to Seller, at Seller's sole cost and expense. In the event the assessment reports the presence of an on-site discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or any other polluting agent or environmental problem on the property requiring further investigation and/or remediation, either party may terminate this Agreement within fifteen (15) days of receipt of the report. The expense of the environmental assessment of the property, as above described, shall be the responsibility of the Buyer. All environmental testing shall be completed by June 25, 2021, (the "Due Diligence Deadline"), unless otherwise agreed to by the parties. Buyer hereby agrees that, in making such inspections, examinations, and investigations, Buyer shall require the Engineer to maintain, in full force and effect, statutory worker's compensation insurance coverage and public liability and property damage insurance coverage in the minimum amount of \$1,000,000.00 naming Seller as additional insured. Prior to entering the Property, Buyer shall provide Seller evidence of such insurance. Buyer hereby agrees to hold the Seller harmless and indemnified against any loss, cost, liability, or expense arising in connection with the Buyer's inspection and/or testing of

the Property under this Section and agrees to repair any damage to the Property caused in connection therewith. Notwithstanding anything set forth herein to the contrary, the indemnification obligations of Buyer in this Section will survive the termination of this Agreement for any reason.

If the Seller offers to remediate the determined environmental problems within a time period acceptable to the Buyer and the Buyer agrees not to terminate this Agreement, any such remediation shall be at the sole expense of the Seller and the closing of title to the Property shall occur within thirty (30) days of the final certification by a licensed environmental professional associated with Engineer that the remediation has been satisfactorily completed.

E. Property condition assessment may be conducted by the Buyer, at its own cost. Buyer shall have until June 25, 2021 to terminate this Agreement based upon the assessment.

F. In the event of a referendum, the deadline to terminate this Agreement based upon the environmental and property assessments shall be thirty days after the referendum.

6. **CONDITION OF PROPERTY**. Except as provided herein, Seller agrees that it shall maintain the Property in the same condition as exists on the date hereof, reasonable wear and tear excepted. At the time the Seller executes this Agreement, Seller shall advise the Buyer, in writing, of the existence and location of any known underground tanks. Seller must remove all personal property prior to closing. Upon vacating the property, Seller's right to remove any personal property shall be terminated.

7. **DOCUMENTS AT CLOSING**. At the closing, Seller agrees to deliver to the Buyer the following:

A. A Connecticut form of Warranty Deed to the Property conveying marketable title, free and clear of all encumbrances, covenants, easements, restrictions, defects and reservations not otherwise permitted by this Agreement; and

B. All drawings, surveys, and plans relating to the Property, if any, which are in possession of the Seller and not previously delivered to the Buyer; and

C. All documentation as may reasonably be required by the attorney for the Buyer to carry out the terms, covenants, conditions and intent of this contract including, but not limited to, negative declarations as provided for in Connecticut General Statutes §22a-134 through 22a-134d, provided, however, that compliance with such statutes shall be required only if the Property is deemed an "establishment" under such statutes and either party has not exercised its right to terminate as hereinabove provided.

8. **RISK OF LOSS**. Throughout the period between the date of this contract and the closing, all risk of loss shall be on the Seller.

9. **SELLER'S REPRESENTATIONS**. Seller represents the following with regard to the Property:

A. The Seller has not received, and has no knowledge of, any notice or request from any insurance company or Board of Fire Underwriters, or mortgagee, requesting the performance of any work or alterations with respect to the Property which have not been complied with, and the Seller does not know of and has not received any notice of

any violations of any local, state or federal laws arising out of the present use and occupancy of the Property;

B. No leasing commissions or payments for work or improvements heretofore made are or will be due and owing, or become due or owing from and after the closing;

C. No person, firm, entity, or tenant, except as set forth herein, has any rights in or right to acquire the Property or any part thereof or any interest therein;

D. There are no service contracts, management agreements, commercial rental agreements, or other agreements of any kind or nature affecting the Property or a portion thereof which shall survive the Closing;

E. There are no actions, suits, or proceedings pending or to Seller's knowledge, threatened against, by or affecting Seller with respect to the Property, at law or equity before or by any federal, state or other governmental department, Commission, board, bureau, agency, or instrumentality, domestic or foreign. Seller, to its knowledge, is not in default with respect to any order, writ, injunction, or decree of any court of federal, state or any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, insofar as such order, writ, injunction, or decree affects the Property; and

F. Seller and Buyer represent that they have dealt with no broker with respect to the transactions contemplated by this Agreement, other than CBRE, Inc (the "Broker"). Seller is solely responsible for and shall pay the commission due to the Broker. The Seller and the Buyer shall each indemnify and hold the other free and harmless from all losses, damages, costs and expenses (including attorneys' fees) that either may suffer as a result of any claim or suit brought by any other broker or finder other than Broker

who claims that he/she participated with the Seller or the Buyer, as the case may be, in this transaction.

10. DISCLAIMERS

Buyer acknowledges and agrees that all reports regarding the Property delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such reports by Buyer shall be at the sole risk of Buyer, except as otherwise expressly stated herein are accurate to the best of Seller's knowledge. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that (a) Buyer shall not have any right to rely on any reports delivered by Seller to Buyer but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, and (b) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report delivered by Seller to Buyer shall have liability to Buyer for any inaccuracy in or omission from any such reports except the Seller Materials.

B. Except as otherwise expressly set forth in this Agreement, the sale of the Property hereunder is, and will be made on an "as is" ,"where is," and "with all faults" basis, and except as specifically set forth in this Agreement, without representations and warranties of any kind or nature, express, implied or otherwise, including any representation or warranty concerning title to the Property, the physical condition of the Property, the environmental condition of the Property (including the presence or absence of hazardous substances on or affecting the Property), the compliance of the Property with applicable laws and regulations (including zoning and building codes or the status of development or use rights respecting the Property), the financial condition

of the Property, or any other representation or warranty respecting any income, expenses, charges, liens or encumbrances, rights or claims on, affecting or pertaining to the Property or any part thereof. except as to matters specifically set forth in this Agreement, Buyer will acquire the Property solely on the basis of its own physical and financial examinations, reviews and inspections and the title insurance protection afforded by the owner's policy (in the event buyer elects to purchase same). The provisions of this Section 10 shall survive the Closing.

11. **PRIOR AGREEMENTS**. This Agreement constitutes the entire agreement by and between the parties hereto affecting the Property and supersedes any and all previous agreements, written or oral, between the parties and affecting the Property. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

12. **NO ASSIGNMENT, BINDING EFFECT**. This Agreement may not be assigned by either party without the written consent of the other, but it shall be binding upon the heirs, executors, administrators, and successors of the parties hereto.

13. **SURVIVAL OF ALL REPRESENTATIONS AND WARRANTIES**. All representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing for a period of twelve (12) months and shall not merge in the Warranty Deed to be given by the Seller even though not inserted or otherwise included in such Warranty Deed.

14. **APPLICABLE LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

15. **WAIVER OF CONDITIONS.** Notwithstanding any provision of this Agreement, either party may at its option waive any provision that is a condition to his or her performance hereunder and close the transaction.

16. **NOTICES.** Any notice, report, request or demand required, permitted, or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served, for all purposes only if sent by registered or certified mail, return receipt requested, nationally recognized overnight courier to the respective party at the addresses set forth below, and shall be deemed to have been given or served only on the date received or rejected:

If to the Purchaser:

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

If to the Seller: 100 Barnes Road LLC
140 Wedgewood Road
Southington, CT 06489
Mr. Raymond Godbout, Member

Copy to: Peter V. Evans, Esq.
Rogin Nassau LLC
185 Asylum St., 22nd floor
Hartford, CT 06103

17. **TIME OF THE ESSENCE.** The parties agree that any rule of law or equity to the contrary notwithstanding, time is of the essence of this Agreement so far as the rights and interests of the Purchaser and Seller are concerned.

18. **COUNTERPARTS.** This Agreement may be executed in multiple original counterparts, each of which may contain less than all of the parties' signatures, but all of which together shall constitute one instrument. It shall only be necessary to account for one complete counterpart in order to prove the contents of this Agreement.

(Signature page follows)

ITEM FOR AGENDA OF MEETING OF TOWN COUNCIL

[Item No.] To conduct a public hearing and consider and act on the following ordinance entitled:

AN ORDINANCE APPROPRIATING \$3.3 MILLION FOR THE PURCHASE OF 100 BARNES ROAD FOR A NEW POLICE HEADQUARTERS AND AUTHORIZING THE ISSUE OF \$3.3 MILLION BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE



TOWN OF WALLINGFORD

RECEIVED
MAYOR'S OFFICE

JAMES R. HUTT, JR. 10 + 11
Human Resources Director
Telephone (203) 294-2080
Fax (203) 294-2084

21 APR -5 PM 10:13

MEMORANDUM

TO: Mayor William Dickinson
FROM: James R. Hutt, Jr., Human Resources Director 
DATE: April 5, 2021

SUBJECT: Town Council Agenda – Workers' Compensation Settlement

I respectfully request permission to seek the Town Council's approval of a Workers' Compensation case settlement regarding Joseph Mule, a former employee of the Wallingford Fire Department at the April 13, 2021 meeting. Given the nature of the issue, I also request this matter be discussed in executive session prior to possible action by the Town Council.

The attorney representing the Town, Attorney Joseph J. Passaretti, Jr. and Risk Manager Kurt Treiber will be at the Council meeting to answer any questions that may arise. Accordingly, I request that this matter be placed at the front of the agenda to limit outside counsel's time at the meeting.

Please contact me should you have additional questions.

JRH/

Enclosure

cc: Kurt Treiber, Risk Manager
Janis Small, Corporation Counsel
Gerald Farrell, Town Attorney