

WOLCOTT TOWN COUNCIL
Regular Meeting
Tuesday, February 18, 2020
Council Chambers, Wolcott Town Hall
7:00 p.m.
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MINUTES

RECEIVED
5:00 p.m.
2-18-20
Karen Mowad
TOWN CLERK
WOLCOTT, CONN.

DRAFT

Please Note: A digital recording of this meeting is on file in Wolcott Town Hall, Commission Secretary's Office.

Vice-Chairman Roger Picard called the meeting to order at 7:00 p.m. with the Pledge of Allegiance. Attendance was taken; a quorum was present.

MEMBERS PRESENT: Vice-Chairman Roger Picard, Rachel Wisler, Debbie Golden, Francis Masi, Domenic Angiolillo, Joseph Membrino, Jason Stark, and Donald Charette

MEMBERS ABSENT: Chairman David Valletta

ALSO PRESENT: Mayor Thomas G. Dunn; Town Attorney Brian Tynan; Susan Hale, Municipal Finance Officer; David Gentile, Chairman, Farmingbury Hills Country Club; Chris DiNunzio; Attorney Michael Tansley; Ambulance Chief Bill Barratt; CASA: Haley Shoop, Director & Katie Ciarlo, President; Taxpayer: Tim Bobroske; et al.

APPROVAL OF MINUTES:

- **Regular Meeting – February 4, 2020**

Upon **MOTION** by Donald Charette, seconded by Debbie Golden, it was unanimously voted to **approve** the minutes of the Regular Meeting held on February 4, 2020, with one abstention from Roger Picard.

UPDATE FROM CASA (Citizens Against Substance Abuse)

At this time, Haley Shoop, CASA Direct & Katie Ciarlo, CASA President came forward. Ms. Shoop & Ms. Ciarlo stated that they would just like to give the Town Council an update.

- They receive funds from a federal grant to run their programs
- They work closely with law enforcement
- They work closely with the community
- They focus a lot of their efforts on wellness activities as many more kids are reporting mental health issues and are feeling anxious and depressed
- They work with the police to do compliance checks with regard to alcohol and tobacco
- E-Cigarettes and Vaping use are on the rise; they have been working closely with this issue
- Raised awareness on the Tobacco 21 law

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- They hold monthly meetings in different locations; everything is listed on their website wolcottcasa.org

The Council thanked them for all of their efforts.

TAXPAYERS' TIME: (Limited to Items on the Agenda)

No taxpayers came forward.

CORRESPONDENCE (on file):

1. Finance Office Transfers, submitted by Susan Hale
2. Copy of letter dated February 4th from Ambulance Chief Barratt to Susan Hale regarding proposed transfer to cover paramedic wages
3. Proposed Resolution (#449) To Transfer Unexpended Funds Between Projects
4. Farmingbury Hills Golf Course Lease – Final Execution Draft 02-11-20
5. Board of Education Year to Date Budget Report dated 01-31-20
6. Town of Wolcott Expenditure Report, Revenue Report, & Trial Balance, for month ending 01-31-20

MAYOR'S REPORT:

Mayor Dunn came forward and reported the following:

- The Governor announced that he is keeping the towns whole
- They are still awaiting Town Aid Road & LOCIP monies for this year
- The Governor will be addressing the Council of Small Towns (COST) tomorrow; he will be in attendance

A question and answer period following during which a lengthy discussion transpired regarding the streetlights that used to be on the Town Green and if there is a plan for them to be replaced. It was agreed that they will take up this matter another date after additional research is done.

FINANCE OFFICER'S REPORT/TRANSFERS:

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Susan Hale came forward and reported the following:

- The Governor stating that they he is leaving the towns whole still leaves Wolcott with a \$200,000 decrease
- A transfer was submitted for approval

Mrs. Hale gave some background information on the transfer, after which Ambulance Chief Bill Barratt came forward.

An inquiry was made with respect to the transfer, at which time Chief Barratt noted that for one paramedic its about \$10,000 for Workers' Compensation. Their paid staff is about half and half right now. The predicament that they're in is when they put the budget together 18 months ago, they were using the data that they had as far as their volunteer availability. They have 50 plus volunteers, but unfortunately their availability has decreased to about half. If they were doing 10,000 hours two years ago, they're doing 5,000 now. They are obligated to cover about 35,000 hours plus to cover two ambulances 24/7. This is where the shortfall comes from.

Mrs. Wisler noted that their salaries are about \$700,000. Mr. Barratt stated that their actual wages are about \$1.2 million; the Town is picking up almost \$700,000 of that. Their overall budget last year was \$2 million and the Town contributed \$800,000 of that. Mrs. Wisler commented that the Council should see more of what the expenses are. They next discussed bad debt, ambulance fees, and insurance issues.

Upon **MOTION** by Donald Charette, seconded by Joseph Membrino, it was unanimously voted to **approve** the following transfer: from Dept. 112 OTHER GENERAL GOVERNMENT Medical Insurance \$150,000, to Dept. 251 AMBULANCE Wages-Paramedic \$150,000, to cover Ambulance Paramedic Wages to the end of FY 19-20.

SUB-COMMITTEE/LIAISON REPORTS:

Board of Education Building Committee: Rachel Wisler reported that the committee met last Wednesday and the contract has been awarded for HVAC. Both contracts have now been awarded.

UNFINISHED BUSINESS:

1. Discussion & Possible Action on Revised Farmingbury Hills Golf Course Lease

At this time, Town Attorney Tynan and Mayor Dunn came forward. Attorney Tynan noted the following revisions:

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- The Farmingbury Hills Golf Commission met last week and voted unanimously to approve the lease
- Sue Hale pointed out three minor issues that should be corrected
- Page 9, Turf Products should be replaced with BCI Capital
- Page p, E-Z-GO should be replaced with TCF Equipment Finance
- Since the golf carts are leased, they should be deleted from the equipment

A **MOTION** was offered by Rachel Wisler, seconded by Francis Masi, to **authorize** the Mayor to execute the revised lease for Farmingbury Hills Golf Course with Double Eagle LLC (**see attached**).

Mr. Stark thanked Attorney Tynan, Mayor Dunn, and Mr. DiNunzio for all of their hard work and feels this is in the best interests of the taxpayers of the Town of Wolcott. Attorney Tynan added that this has really been a collaborative effort; members on the committee last year, Susan Hale, etc.

A roll call vote was taken and the above motion *carried* as indicated below: {5 affirmative votes required} (8 Yes; 0 No)

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
Roger Picard	X		
Rachel Wisler	X		
Domenic Angiolillo	X		
Donald Charette	X		
Jason Stark	X		
Joseph Membrino	X		
Francis Masi	X		
Debbie Golden	X		

NEW BUSINESS:

1. Resolution to Transfer Unexpended Funds Between Projects

Upon **MOTION**, by Rachel Wisler, seconded by Debbie Golden, it was unanimously voted to **adopt** the following resolution: BE IT RESOLVED, that the Town Council approves a transfer of unexpended funds at this time by decreasing the amount for the fuel oil tanks for the Elementary Schools project by \$2,606 (from \$370,474 to \$367,868) and increasing the amount for the Central Office Renovation at Alcott Elementary School project by \$2,606 (from \$210,166 to \$212,772) {full text of resolution attached}.

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2. Discussion Regarding Town Charter

Council Members, the Mayor, and the Town Attorney held a lengthy discussion with regard to the pros and cons and of opening the Charter. It was agreed that no decisions would be made this evening. Attorney Tynan suggested that the Council appoint a sub-committee to review the Charter and then give its recommendation of whether it should be opened or not. Vice-Chairman Picard noted that he will leave this item on the agenda so that the Chairman may address it when he returns.

ITEMS FOR NEXT AGENDA:

Vice-Chairman Picard advised that if anyone has any items please contact the Chairman or the Secretary.

TAXPAYERS' TIME:

1. **Tim Broboske, of 144 North Main Street, Plymouth came forward** and stated that he has been a taxpayer for the past 19 years. Presently he is building apartments for 55 and older on Beach Road. They are doing the first phase which is 18 units and then they have another phase planned after that. He stated that he would like to share an email that he sent to Chairman Valletta:

Dear Chairman Valletta,

I'm requesting to be placed on the next agenda for the purpose of bringing to the attention of town council the following:

Presently the Town of Wolcott is at a disadvantage compared to other community's in CT.

-Specifically the water and sewer regulation

We have recently built in Thomaston and Plymouth with one line per building for each apartment. However, in Wolcott we have to do one line per apartment unit. The other towns cost is 4 lines x \$4000=\$16000 however; in Wolcott the requirement is 18 lines at \$4000 per which equates to **\$72,000**. The most important point is these lines are on private property and if anything goes wrong the owner is responsible **AT THEIR COST NOT THE TOWN**. We will have invested \$2,800,000 in construction costs for the first 18 units and are seriously not thinking of investing the additional \$8,000,000 to finish the final approved project since these fees would add \$300,000 to the cost.

You might say what's the big deal, just sell my property. My answer is we started in Wolcott in 2001 and if I wanted to be a quitter, I would have done it years ago.

For your information in Plymouth, Senior Housing at Quail Hollow is the 6th largest tax payer and 2nd largest real estate tax payer. Our Thomaston Valley Village community is 6th overall and 1st in real estate. Canterbury Village, in New Hartford is 11th on the grand list. We would like to be placed on Wolcott's top grand list but are seriously questioning whether it make fiscal sense.

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There are other issues with water and sewer regulations. The feedback I get is "this is how we have always done it."

Please free to call me at 860-283-8000 to discuss this further.

Mr. Bobroske requested if the Council could take a look at this matter.

EXECUTIVE SESSION:

No Executive Session was held.

ADJOURNMENT:

Upon **MOTION** by Jason Stark, seconded by Joseph Membrino, it was unanimously voted to **adjourn** the meeting at 7:47 p.m.

APPROVED:

Elizabeth Gaudiosi
Secretary

David Valletta, Chairman
WOLCOTT TOWN COUNCIL



TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

February 13, 2020

David Valletta, Chairman
Wolcott Town Council
10 Kenea Avenue
Wolcott, CT 06716

RE: 2019/2020 TRANSFERS WITHIN/BETWEEN DEPARTMENTS

Dear Mr. Valletta:

In accordance with the provisions of the Wolcott Town Charter, I am notifying you of the following Transfer for Fiscal Year 2019/2020 contained in Schedule A (Fund 01).

If you have any questions, please feel free to contact me.

Sincerely,

Susan E. Hale,
Municipal Finance Officer

SEH/me
Enclosures

MAYOR'S ACTION:

DATE: February 13, 2020

APPROVED BY:

Thomas G. Dunn, Mayor
Town of Wolcott

COUNCIL'S ACTION:

DATE: February 18, 2020

APPROVED BY:

David Valletta, Vice Chairman
Wolcott Town Council

**SCHEDULE A
 TRANSFERS WITHIN / BETWEEN DEPARTMENTS FUND 01
 2019-2020 FISCAL YEAR - FOR REVIEW ON FEBRUARY 18, 2020**

<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
251-AMBULANCE				
TO:	01-2-251-3-3050	WAGES - PARAMEDIC	150,000.00	
112-OTHER GENERAL GOVERNMENT				
FROM:	01-1-112-2-2120	MEDICAL INSURANCE		150,000.00
TOTAL TRANSFERS - FUND 01			150,000.00	150,000.00

Reason: To cover Ambulance Paramedic Wages to the end of FY 19-20.
 (See correspondence from Bill Barratt)

WOLCOTT TOWN COUNCIL

RESOLUTION TO TRANSFER UNEXPENDED FUNDS BETWEEN PROJECTS WITHIN THE \$7,000,000 APPROPRIATION AND BOND AUTHORIZATION FOR THE RECONSTRUCTION AND REPAIR OF VARIOUS TOWN ROADS, ROADSIDE ELEMENTS AND PARKING LOTS, THE PURCHASE OF FIRE DEPARTMENT BREATHING APPARATUS AND RELATED EQUIPMENT, IMPROVEMENTS TO THE SENIOR CENTER, AND IMPROVEMENTS TO THE WOLCOTT PUBLIC SCHOOLS

WHEREAS, on November 7, 2017, the electors and qualified voters of the Town of Wolcott (the "Town") approved a Resolution to appropriate \$7,000,000 for the reconstruction and repair of various town roads, roadside elements and parking lots, the purchase of Fire Department breathing apparatus and related equipment, improvements to the Senior Center, and improvements to the Wolcott Public Schools, and to authorize the issue of bonds, notes or temporary notes in an amount not to exceed \$7,000,000 to finance said appropriation (the "Resolution"); and

WHEREAS, on April 3, 2018, the Town Council, as the legislative body of the Town of Wolcott, adopted a resolution in order to provide sufficient detail to the Commissioner of Administrative Services so that it could process the school construction grant applications for any portions of the projects relating to the Town's schools which were included in the Resolution; and

WHEREAS, on May 1, 2018, the electors and qualified voters of the Town approved a resolution to amend the Resolution to eliminate the reference to the number of gas-fired boilers to be purchased and installed at Tyrrell Middle School within its current project allocation amount of \$200,000; and

WHEREAS, the Resolution provided that the Town Council may, by resolution, transfer unexpended funds among purposes, so long as the total appropriation and bond authorization is not increased; and

WHEREAS, on June 19, 2018, the Town Council transferred unexpended funds among purposes whereby unexpended funds were transferred from the Fire Department breathing apparatus and related equipment project to the fuel oil tanks for the Elementary Schools and the gas-fired boilers for Tyrrell Middle School projects; and

WHEREAS, on November 20, 2018, the Town Council transferred unexpended funds among purposes whereby unexpended funds were transferred from the Central Office Renovation at Alcott Elementary School project to the fuel oil tanks for the Elementary Schools project and the gas-fired boilers for Tyrrell Middle School project; and

WHEREAS, there are excess funds available in the fuel oil tanks for the Elementary Schools project in the amount of \$2,606 and additional funds are needed for the Central Office Renovation at the Alcott Elementary School project.

BE IT RESOLVED, that the Town Council approves a transfer of unexpended funds at this time by decreasing the amount for the fuel oil tanks for the Elementary Schools project by \$2,606 (from \$370,474 to \$367,868) and increasing the amount for the Central Office Renovation at Alcott Elementary School project by \$2,606 (from \$210,166 to \$212,772).

BE IT RESOLVED, that the Resolution, as amended, shall read as follows:

RESOLUTION TO APPROPRIATE \$7,000,000 FOR THE RECONSTRUCTION AND REPAIR OF VARIOUS TOWN ROADS, ROADSIDE ELEMENTS AND PARKING LOTS, THE PURCHASE OF FIRE DEPARTMENT BREATHING APPARATUS AND RELATED EQUIPMENT, IMPROVEMENTS TO THE SENIOR CENTER, AND IMPROVEMENTS TO THE WOLCOTT PUBLIC SCHOOLS, AND TO AUTHORIZE THE ISSUE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$7,000,000 TO FINANCE SAID APPROPRIATION

SECTION 1. That the Town of Wolcott appropriate \$7,000,000 for costs related to the reconstruction and repair of various Town roads, roadside elements and parking lots, including associated drainage facilities, sidewalks and pedestrian ramps, the purchase of Fire Department breathing apparatus and related equipment, improvements to the Senior Center, the removal and replacement of fuel oil tanks at Alcott Elementary School, Frisbee Elementary School and Wakelee Elementary School, the purchase and installation of gas-fired boilers at Tyrell Middle School, and renovations to the Central Office at Alcott Elementary School. The appropriation may be expended for acquisition of land and/or rights or interests in land, site improvements, design, renovation, construction, reconstruction, repair, excavation, inspection, evaluation and surveying costs, equipment, furnishings and materials, professional fees, and for administrative, financing and bond issuance costs, interest expense for temporary borrowings and other costs related to the projects, in the amounts as follows:

Reconstruction and repair of Town roads, roadside elements and parking lots	\$5,050,000
Fire Department Breathing Apparatus and Related Equipment	838,613
Senior Center Improvements	150,000
Fuel Oil Tanks for Elementary Schools	367,868
Gas-Fired Boilers for Tyrell Middle School	283,747
Central Office Renovation at Alcott Elementary School	212,772
Administrative, Financing and Bond Issuance Costs	<u>97,000</u>
TOTAL	\$7,000,000

The appropriation shall include any federal, state or other grants-in-aid or other funds received for the projects. The amount authorized to be expended for each purpose shall not exceed the amount set forth opposite each purpose, provided that the Town Council may, by resolution, transfer unexpended funds among purposes, so long as the total appropriation and bond authorization is not increased.

SECTION 2. That the Town of Wolcott finance the appropriation by issuing the Town's bonds or notes in an amount not to exceed \$7,000,000 which bonds or notes shall be issued pursuant to the Connecticut General Statutes, as amended. The bonds or notes may be sold as a single issue or consolidated with any other authorized issues of bonds or notes of the Town. The Treasurer shall keep a record of the bonds or notes. The bonds or notes shall be signed in the name and on behalf of the Town by the Mayor and Treasurer and shall bear the Town seal or a facsimile thereof. The bonds or notes shall each recite that every requirement of law relating to its issue has been fully complied with, that such bond or note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The terms, details and particulars of such bonds or notes shall be determined by the Mayor and Treasurer. The bonds or notes shall be sold by the Mayor and Treasurer at public sale or by negotiation in their discretion. If the bonds or notes are sold by negotiation, the purchase agreement shall be approved by the Town Council.

SECTION 3. That the Mayor and Treasurer are authorized to issue temporary notes in anticipation of the receipt of the proceeds of said bonds or notes. The notes shall be signed by the Mayor and Treasurer and shall bear the Town seal or a facsimile thereof. The notes shall be issued with maturity dates in accordance with the Connecticut General Statutes, as amended. The notes shall each recite that every requirement of law relating to its issue has been fully complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing, and marketing such notes, to the extent paid from the proceeds from the issuance of bonds or notes, shall be included as a cost of the appropriation.

SECTION 4. That the Town hereby declares its official intent under Treasury Regulation Section 1.150-2 of the Internal Revenue Code of 1986, as amended, that the project costs may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized for the projects; that the Mayor and Treasurer are authorized to bind the Town pursuant to such representations and agreements as they deem necessary or advisable in order to ensure and maintain the continued exemption from Federal income taxation of interest on the bonds, notes or temporary notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years; and that the Mayor and Treasurer are authorized to make representations and agreements for the benefit of the holders of the bonds, notes or temporary notes to provide secondary market disclosure information and to execute and deliver on behalf of the Town an agreement to provide such information with such terms and conditions as they, with the advice of bond counsel, deem necessary and appropriate.

SECTION 5. That the Mayor and, if applicable, the Board of Education, is authorized to apply for and accept or reject any federal, state or other grants-in-aid for the

projects including, but not limited to, the removal and replacement of a fuel oil tank at Alcott Elementary School, the removal and replacement of a fuel oil tank at Frisbee Elementary School, the removal and replacement of a fuel oil tank at Wakelee Elementary School, the purchase and installation of gas-fired boilers at Tyrrell Middle School, and renovations to the Central Office at Alcott Elementary School; that the Board of Education is hereby established as the Building Committee with regard to the removal and replacement of the fuel oil tank at Alcott Elementary School, the removal and replacement of the fuel oil tank at Frisbee Elementary School, the removal and replacement of a fuel oil tank at Wakelee Elementary School, the purchase and installation of gas-fired boilers at Tyrrell Middle School, and renovations to the Central Office at Alcott Elementary School; that the Town Council hereby authorizes the Board of Education to prepare schematic drawings and outline specifications, to file a notice of proposed school building projects, and to approve design and construction expenditures for the removal and replacement of the fuel oil tank at Alcott Elementary School, the removal and replacement of the fuel oil tank at Frisbee Elementary School, the removal and replacement of a fuel oil tank at Wakelee Elementary School, the purchase and installation of gas-fired boilers at Tyrrell Middle School, and renovations to the Central Office at Alcott Elementary School; and to authorize the Mayor to contract with engineers, architects, contractors and others on behalf of the Town for the projects.

SECTION 6. That the Mayor is authorized to execute agreements and other documents on behalf of the Town to complete the projects; and that the Town Council, Mayor, Treasurer and other Town officials and employees are authorized to take all actions necessary and proper to carry out the projects and to issue the bonds, notes or temporary notes to finance the appropriation.

David Valletta, Chairman
Wolcott Town Council

Dated at Wolcott, CT on February 18, 2020

I hereby certify that the foregoing is a true and correct copy of resolution duly adopted and ratified by the Town Council of the Town of Wolcott at its Regular Meeting held on February 18, 2020.

Karen Mowad, Town Clerk

Date

{Town Seal}

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement") made as of this ____ day of February, 2020, between the **TOWN OF WOLCOTT**, a Connecticut municipal corporation, having a principal place of business at 10 Kenea Avenue, in the Town of Wolcott, County of New Haven and State of Connecticut ("Landlord" or "Wolcott") and **DOUBLE EAGLE ENTERPRISES, LLC**, a Connecticut limited liability company, having an office and principal place of business at 141 East Street, in the Town of Wolcott, County of New Haven and State of Connecticut ("Tenant" or "DEE").

W I T N E S S E T H

WHEREAS, Wolcott owns a nine hole golf course facility consisting of approximately 117.95 acres of real property located at 141 East Street, Wolcott, Connecticut and on County Road, Southington, Connecticut, with a Restaurant Building consisting of approximately 7,320 square feet with an attached open porch, a Maintenance Building consisting of approximately 6,000 square feet and canopy, a Golf Pro Shop consisting of approximately 360 square feet with an open porch, and an associated parking area situated thereon, together with two undeveloped parcels of land adjoining the easterly boundary of the parking area, collectively known as the Farmingbury Hills Golf Course ("Golf Course");

WHEREAS, Wolcott currently leases the Restaurant Building to Farmingbury Hills Restaurant, LLC, a Connecticut limited liability company managed by Christopher DiNunzio, which lease is currently in the first year of a final five (5) year renewal term, and holds a security deposit for the faithful performance of such lease in the amount of \$42,500.00 ("Restaurant Lease");

WHEREAS, Wolcott is interested in leasing the entirety of the Golf Course and all the buildings located thereon, including the Restaurant Building, to one entity, for use as a golf course, restaurant, and catering and banquet facility for the duration of such lease; and

WHEREAS, Double Eagle Enterprises, LLC, is a Connecticut limited liability company managed by Christopher DiNunzio, and is desirous of leasing the Golf Course and using, operating and managing such property in the manner envisioned by Wolcott.

NOW THEREFORE, in consideration of one (\$1.00) Dollar and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. DEMISE AND DESCRIPTION OF PREMISES.

Landlord hereby leases to Tenant and Tenant hereby hires and takes from Landlord, on the terms and conditions hereinafter set forth, that certain real property known as the Farmingbury Hills Golf Course and all buildings and improvements thereon and appurtenances thereto, and associated undeveloped land, located at 141 East Street in the Town of Wolcott, County of New Haven and State of Connecticut ("Premises"), as more particularly described in SCHEDULE A attached hereto and made a part hereof.

2. USE.

Tenant shall have the right to use, possess, and occupy the Premises for the purpose of operating for profit a nine hole golf course, a restaurant, and a catering and banquet service, and to host private parties and special events, and to engage in other similar activities as permitted by the rules and regulations of the Town of Wolcott. Tenant shall have the right to establish such fees, rents, or charges to be paid for the use of the Premises by members of the public, private individuals, and entities.

It shall be Tenant's obligation to obtain all licenses, permits, and franchises required by it for its use of the Premises, and no failure to obtain the same, nor any revocation thereof by any governmental authority of any such licenses, permits, or franchises heretofore or hereafter granted by any such governmental authority shall in any manner affect this lease or diminish the amount of rent or any of the payments or charges payable by Tenant hereunder.

Tenant covenants to comply with and to conform to all of the laws of the United States, the State of Connecticut and the bylaws, ordinances, rules and regulations of the Town of Wolcott, Chesprocott, and any applicable insurance underwriter so far as the Premises are or may be concerned, and the Tenant agrees to save the Landlord harmless from all fines, penalties, or costs for violation of, or noncompliance with the same, except as such is the result of a condition pre-existing the execution of this Lease.

3. TERM/RENEWAL OPTION.

(a) Initial Term. The term of this Lease shall be for a period of five (5) years, which term shall commence March 1, 2020, and shall terminate on February 28, 2025.

(b) Renewal Term. Conditioned upon the faithful performance by the Tenant of its covenants herein, Tenant shall have an option to renew this Lease beyond the original term for an additional five (5) year period from March 1, 2025 to February 28, 2030; provided, however, that the Tenant has notified the Landlord of its intentions to so extend in writing by certified mail, return receipt requested, at least ninety (90) days prior to the expiration of said original five (5) year term.

(c) Second Renewal Term. Conditioned upon the faithful performance by the Tenant of its covenants herein, Tenant shall have an option to renew this Lease beyond the renewal term for an additional five (5) year period from March 1, 2030 to February 28, 2035; provided, however, that the Tenant has notified the Landlord of its intentions to so extend in writing by certified mail, return receipt requested, at least ninety (90) days prior to the expiration of said renewal five (5) year term.

(d) Third Renewal Term. Conditioned upon the faithful performance by the Tenant of its covenants herein, Tenant shall have an option to renew this Lease beyond the renewal term for an additional five (5) year period from March 1, 2035 to February 28, 2040; provided, however, that the Tenant has notified the Landlord of its intentions to so extend in writing by certified mail, return receipt requested, at least ninety (90) days prior to the expiration of said renewal five (5) year term.

4. RENT.

Tenant covenants and agrees to pay to Landlord rent for said Premises in the amounts set forth in SCHEDULE C which is attached hereto and made a part hereof and said rent shall be payable in monthly installments, in advance, on the first day of each and every month during the term of this Lease, commencing March 1, 2020. The rent shall be paid to Landlord at 10 Kenea Avenue, Wolcott, CT 06716, or to such address, or assignee of Landlord's interest herein, or other Nominee as Landlord may direct by written notice to Tenant.

5. SECURITY DEPOSIT.

(a) Upon the execution of this Lease, the Tenant shall deposit with the Landlord the sum of \$58,900.00, which security deposit shall bear interest, to be held as collateral security for the payment of any rents and/or damages exclusive of normal wear and tear to the Premises or other sums of money payable by Tenant under this Lease and for the faithful performance by Tenant of all other covenants, conditions and agreements of this Lease; the amount of said deposit, with interest, to be repaid to Tenant after the termination of this Lease and any renewal thereof, less any monies owed by the Tenant to the Landlord for rental payments and/or damages done to the Premises, exclusive of normal wear and tear. The deposit shall be placed into an interest-bearing CD, and the interest earned thereon shall be paid to the Landlord.

(b) The security deposit shall not be mortgaged, assigned, or encumbered by the Tenant without the written consent of the Landlord. (c) The parties hereby agree that \$42,500.00 of the \$58,900.00 security deposit required hereunder is currently being held by the Landlord pursuant to the Restaurant Lease reference above, and that such security deposit shall be hereby released as security for the Restaurant Lease and shall become part of the security deposit for this Lease. The balance of the required security deposit under this Lease, \$16,400.00, is to be provided to the Landlord at the time of the execution of the Lease.

6. UTILITIES/SNOW REMOVAL.

(a) Tenant shall be responsible to provide and pay for all utilities, including but not limited to, propane, gas, electric, cable, sewer, and internet service for the Premises.

(b) Tenant shall be responsible for and pay for the cost of any and all refuse removal from the Premises.

(c) Landlord shall be responsible for ice and snow removal from all parking areas at the Premises. Tenant shall be responsible for any ice and snow removal for the sidewalks and walkways to and from all buildings located at the Premises.

7. TAXES/ASSESSMENTS.

The Premises, including the real property and the buildings and improvements thereon, are exempt from the Town of Wolcott municipal real property taxes. The Tenant shall pay all taxes on the Lessee's personal property and Tenant shall file with the Wolcott Tax Assessor the required declaration of personal property. Tenant shall be responsible for and shall promptly pay the real property taxes and municipal assessments, including any special assessments, on that portion of the Premises that is located in the Town of Southington. Tenant shall have the right, at its sole expense, to appeal such real property taxes and municipal assessments.

8. INSURANCE/INDEMNIFICATION.

(a) Minimum Coverages. Lessee shall agree to maintain in force at all times during the Lease the following minimum coverages and shall name the Town of Wolcott as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII with the following limits:

		(Minimum Limits)
(i) General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	Including:	
	<ul style="list-style-type: none"> • Errant Golf Ball Liability • Pesticide or Herbicide Application • Sexual Abuse or Molestation 	
(ii) Automobile Liability (Includes Owned, Non-Owned & Hired Autos)	<u>Combined Single</u>	
	Limit Each Accident	\$1,000,000
(iii) Umbrella (Excess Liability)	Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000
(iv) If any policy for the foregoing coverages is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the termination date of this Lease. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Lease for two (2) years from the termination date.		
(v) Workers' Compensation and Employers' Liability	<u>WC Statutory Limits</u>	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

(b) Fire Insurance. During the term of this Lease and any extension thereof, the Landlord shall maintain fire and extended coverage insurance on the Premises in an amount not less than 100% of the full insurable value thereof, provided, however, that Tenant shall reimburse and pay to Landlord the cost of such insurance and shall pay same to Landlord within thirty (30) days of notification of same. Such fire and extended coverage insurance shall not include Tenant's personal property, which shall be Tenant's responsibility to insure as set forth below in Section 8(c).

(c) Personal Property Insurance. Tenant shall, at its own cost and expense, keep its own fixtures and equipment adequately insured during the term hereof against loss or damage

by fire, with the usual extended coverage endorsements.

(d) Waiver of Subrogation. Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the others under its control, where such loss or damage is insured against under an insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier that the foregoing mutual waiver of subrogation is contained in the Lease.

(e) Indemnity. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere (excepting herefrom any claims arising out of the negligence, reckless, or intentional conduct of the Landlord, or the Landlord's breach of any provision in this Lease) and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, excepting herefrom, however, any claims arising out of the negligence, reckless, or intentional conduct of the Landlord or the Landlord's breach of any provision in this Lease.

(f) Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, from the breakage, leakage, obstructions, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, excepting herefrom, however, any injuries or damage caused by the negligence, reckless or intentional conduct of the Landlord or the Landlord's breach of any provision in this Lease.

(g) General Insurance Provisions. Tenant shall deliver to Landlord either a duplicate original or certificate of all policies of insurance required to be procured by Tenant, in compliance with its obligations under this subparagraph (g), together with evidence of payment therefor, at least five (5) days prior to the commencement date of the Lease, and thereafter at least thirty (30) days prior to the expiration of any such policy. Each such policy shall include an endorsement which states that such insurance may not be canceled or modified except upon thirty (30) days prior written notice to Landlord and shall be written with companies licensed and authorized to do business in the State of Connecticut and protected by the Connecticut Insurance Guarantee Association. Tenant shall not violate or permit to be violated any of the conditions or provisions of any such policy, and Tenant shall perform and satisfy the requirements of the companies writing such policies.

9. DAMAGE BY FIRE OR OTHER CASUALTY.

(a) Total Destruction. In the event the Premises shall be destroyed or so damaged by fire or other casualty so as to render the Premises wholly untenable, Landlord at its option shall: (i) restore and repair such damage to the Premises within ninety (90) days after such destruction in which event the basic monthly rent shall abate on a per diem thirty (30) day month basis during the period of restoration; or (ii) terminate this Lease or any renewal thereof by giving written notice to Tenant within thirty (30) days after such fire or casualty, and the rent shall terminate as of the date of such fire or casualty.

In the event Landlord is unable to restore and repair such damage within ninety (90) days after such destruction, Tenant may at its option, terminate this Lease, by giving Landlord written notice of its intention to do so within two (2) weeks after the earlier of the expiration of such ninety (90) day period or notification from Landlord with an estimate of the time required to repair such damages and restore the Premises, which estimate is in excess of ninety (90) days from the date of destruction.

(b) Partial Destruction. In the event the Premises shall be destroyed or so damaged but are not thereby rendered wholly untenable, Landlord shall restore the Premises with reasonable dispatch, and while such damage is being repaired, the basic monthly rent shall be reduced by an amount which bears the same ratio to the monthly rent that the area rendered untenable bears to the total area of the Premises. For the purposes of calculating such reduction, the parties hereby agree that the Restaurant Building shall be deemed to constitute sixty (60%) percent of the total area of the Premises, the Maintenance Building shall be deemed to constitute twenty (20%) percent of the total area of the Premises, the Golf Pro Shop shall be deemed to constitute ten (10%) percent of the total area of the Premises, and the balance of the Premises shall be deemed to constitute ten (10%) percent of the total area of the Premises. If such restoration is not substantially completed within ninety (90) days of the date of destruction, Tenant may, at its option, terminate this Lease upon thirty (30) days prior written notice to Landlord.

(c) Landlord's Obligations. Nothing herein shall obligate Landlord to replace or repair the personal property or fixtures of the Tenant or any alteration or improvements constructed by the Tenant unless such damage was caused by the negligence, recklessness, or intentional conduct of the Landlord or the Landlord's breach of any condition of this Lease. Nor shall the Landlord be obligated for any repairs made necessary by a casualty not covered by any standard form fire and extended coverage insurance required to be maintained hereunder.

10. CONSTRUCTION OF PAVILIONS.

(a) Approvals. Tenant shall have the right, but not the obligation, to construct two (2) pavilions on the undeveloped parcel of real property located adjacent to the easterly boundary line of the main parking area of the Premises for use by the Tenant as part of this Lease. Such construction shall be subject to the receipt of any necessary local governmental approvals, including but not limited, zoning approval, inland wetland approval, and Wolcott building department approval. All construction shall be done in compliance with applicable building and fire codes.

(b) Landlord's Contribution. The Landlord shall contribute the sum of \$24,000.00 for the construction of each such pavilion, for a total contribution for such construction of

\$48,000.00. Such contribution shall be made by way of a \$3,000.00 per month rental credit deduction from Tenant's monthly rental payment for a maximum of eight (8) months for each pavilion constructed. Tenant shall be fully responsible for all construction expenses in excess of \$24,000.00 for each pavilion. Payment of the Landlord's contribution for each pavilion constructed shall commence upon the completion of construction and the issuance of a certificate of occupancy, certificate of completion, or other documentation confirming completion of construction, issued by the Wolcott Building Official.

(c) Property of the Landlord. Upon the completion of construction, such pavilions shall become the property of the Landlord, and Tenant shall have the right to use and possess such pavilions in accordance with the terms and conditions of this Lease, and shall further be responsible for the maintenance, repair and operating expenses related thereto. Upon the termination of the Lease or any renewal thereof, the pavilions shall remain the property of the Landlord.

11. IMPROVEMENTS, ALTERATIONS AND CONDITION OF PREMISES.

(a) Improvements and Alterations. Tenant, at its own expense, may from time to time during the term of this Lease, make any alterations, additions, and improvements in, on and to the Premises and the buildings located on the Premises, which it may deem necessary or desirable, and which do not affect the structural integrity thereof or the operation of the Premises as a golf course, but said alterations, additions and improvements shall be made in a good and workmanlike manner, and in accordance with all municipal and state requirements applicable thereto, and further provided, that the Landlord shall approve in writing any such alterations, which approval shall not be unreasonably withheld, delayed or conditioned. Tenant will hold Landlord harmless and indemnify it against any mechanic's liens or other liens arising out of any such alterations, additions, and improvements done by the Tenant.

(b) Removal of Fixtures. Except as set forth above in Section 10 regarding the pavilions, any alterations, additions and improvements of a permanent nature which have been made to the building during the term of this Lease are fixtures and shall become a part of the real estate and are not to be removed upon the termination of this Lease, unless at the time of their removal, Tenant restores the building to the condition in which it was prior to the making of alterations, additions, or improvements. Alterations, additions, and improvements which are not of a permanent nature shall be and remain at all times the property of the Tenant.

(c) Interior Building Repairs. Tenant shall be responsible, at its own expense, for all non-structural interior maintenance, repairs and replacements for each building on the Premises, including repairs and replacements to the heating, air conditioning, plumbing, septic and sewage facilities. Landlord shall be responsible, at its own expense, for all interior structural repairs for each building on the Premises, such as wall replacement.

(d) Exterior Building Repairs. Landlord shall be responsible, at its own expense, for all exterior building structural maintenance, repairs and replacements, such as roof repairs and replacement.

(e) Golf Course Area. Tenant shall be responsible, at its expense, to maintain and repair the nine-hole golf course area including the associated fairways, rough areas, hazard areas, and greens.

(f) Compliance with Applicable Rules. All work done by Tenant and Landlord in connection with any repairs or in connection with the alterations, installation and changes in the Premises shall be in compliance with building and zoning codes, rules and regulations and with all applicable laws, orders, ordinances, rules, regulations, and requirements of all federal, state and municipal governments or departments, commissions, boards and officers thereof, and in accordance with the rules, orders and regulations of any applicable insurance underwriter.

12. QUIET ENJOYMENT.

Landlord covenants with the Tenant that it has good right to lease said Premises in the manner aforesaid, that the Premises are free and clear of all encumbrances except as specified in SCHEDULE B, and that it will suffer and permit the Tenant (it keeping all the covenants on its part as herein contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

13. ASSIGNMENT OF RESTAURANT BUILDING LEASE/PREPAID SEASON PASSES AND GIFT CARDS.

(a) Landlord currently leases the Restaurant Building consisting of approximately 7,320 square feet with an attached open porch to Farmingbury Hills Restaurant, LLC ("Restaurant Lease"). Landlord hereby assigns to Tenant all of Landlord's right, title and interest under said Restaurant Lease, including but not limited to, all rental payments, and Tenant hereby accepts all of Landlord's rights, title and interests under such Restaurant Lease as well as all of Landlord's duties and obligations thereunder, and Tenant further agrees to indemnify and hold the Landlord harmless thereon. Tenant shall continue to have the right to sublease the Restaurant Building after the expiration or termination of the existing Restaurant Lease throughout the term of this Lease and any extension or renewal thereof.

(b) Landlord shall assign and tender to Tenant upon the full execution of this Lease all funds received by Landlord for prepaid season golf passes for the 2020 golf playing season with a listing of the pass holders.

(c) All golf cart punch card gift cards, gift cards purchased for the purpose of future greens fees or cart fees, or gift cards sold for the purpose of pro shop merchandise or equipment, issued prior to the execution of this Lease (collectively "Gift Cards"), shall be honored by Tenant. The redemption of such Gift Cards shall be documented by Tenant and signed off on by the redeeming parties at the time of use. Tenant shall deliver to the Landlord at the end of each month copies of the redemption documentation for such Gift Cards and the Landlord shall reimburse the Tenant for the value of all such Gift Cards redeemed. The Landlord shall make such reimbursement to Tenant within forty five (45) days of its receipt of the redemption documentation.

14. ASSIGNMENT AND SUBLETTING.

Except as set forth above in Section 13(a), Tenant shall not assign, mortgage or encumber this Lease, nor sublet the Premises or any part thereof, without the written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

15. SALE OF TENANT. Any future sale of Tenant in its entirety shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

16. INSPECTION/ACCESS.

Landlord and its agent shall also have the right to enter the Premises at all reasonable business times for the purpose of inspection with regard to the performance of the terms of this Lease on the part of Tenant to be performed, or for carrying out any covenants or agreements on the part of Landlord to be performed, or for the purpose of showing the same to prospective tenants and to make such repairs, additions, alterations, or improvements as are needed or desirable. Landlord shall make every reasonable attempt to give advance notice to Tenant of its intent to enter within the Premises in order to make inspections or to perform repairs in the ordinary course of business, or to have a showing of the Premises to prospective tenants.

17. PURCHASE OF EQUIPMENT/ EQUIPMENT LEASES.

(a) Equipment Purchase. It is further agreed between the parties hereto that the Tenant shall purchase from the Landlord its grounds keeping equipment, supplies and inventory for the maintenance of the golf course set forth on SCHEDULE D attached hereto and made a part hereof, free and clear of all encumbrances, for the sum of \$41,300.00, payable to the Landlord within thirty (30) days of the full execution of this Lease.

(b) Assumption of Payment under Equipment Leases.

(i) Tenant further agrees to assume payment of the ~~Toro Sidewinder~~ lease in the approximate amount of \$24,000.00 between the Landlord and Turf Products, LLC and to hold the Landlord harmless thereon. Tenant shall have the sole right to possess and use such sidewinder in the maintenance of the nine-hole golf course area and any right of the Landlord under the Lease to purchase the equipment at the end of the lease term shall inure to the benefit of the Tenant.

(ii) Tenant also agrees to assume payment of the golf cart lease in the approximate amount \$65,000.00 between the Landlord and E-Z-GO Division of Textron, and to hold the Landlord harmless thereon. Tenant shall have the sole right to possess and use such golf carts in the operation of the golf course and any right of the Landlord under the Lease to purchase the golf carts at the end of the lease term shall inure to the benefit of the Tenant.

(c) Lawn Mower Blades. Landlord is currently in the process of having lawn mower blades sharpened, and shall pay for the cost of same. Tenant hereby agrees to reimburse the Landlord for the cost incurred by Wolcott for such blade sharpening within thirty (30) days of the full execution of this Lease.

18. DEFAULT.

(a) Tenant shall be in default under this Lease if:

(i) Tenant shall be in default in the payment of any rent or additional rent for a period of ten (10) days after the same is due; or

(ii) Landlord and the Farmingbury Hills Golf Course Commission determines, in the exercise of good faith, that the grounds, property and facilities are not being maintained in good condition and repair, and such deficiencies have not been cured within sixty

(60) days after notice by Landlord and the Wolcott Municipal Country Club Commission, aka, Farmingbury Hills Commission to Tenant specifying such deficiencies and requiring them to be remedied, or where such deficiencies cannot be reasonably remedied within such period of sixty (60) days, if Tenant shall not have, in good faith, commenced the remedying thereof within such period of time and shall not be proceeding with due diligence to remedy it; or

(iii) Tenant shall be in default in the performance of any other term, covenant, or condition of this Lease and such default has not been cured within thirty (30) days after notice by Landlord to Tenant specifying such default and requiring it to be remedied, or where such default cannot be reasonably remedied within such period of thirty (30) days, if Tenant shall not have, in good faith, commenced the remedying thereof within such period of time and shall not be proceeding with due diligence to remedy it; or

(iv) Upon Tenant's filing of a petition under the Federal Bankruptcy Code, or if an involuntary petition under the provisions of said Code is filed against Tenant and such involuntary petition is not dismissed within sixty (60) days thereafter, or if Tenant makes an assignment of all its assets for the benefit of creditors or is placed in receivership and said receiver has not been discharged thirty (30) days after his appointment.

(b) If Tenant shall be in default under this Lease, Landlord at its option, may terminate this Lease without further notice to Tenant, and upon such termination, Tenant shall quit and surrender the Premises and all improvements located thereon to Landlord, but such termination shall not affect the Landlord's right to recover damages or exercise any other rights as hereinafter provided.

(c) Upon termination of this Lease as aforesaid, Landlord may (i) re-enter and resume possession of the Premises and enter and possess all improvements thereon and remove all persons and property therefrom either by Summary Process proceedings or by a suitable action or proceeding, at law or in equity, or by force or otherwise, without being liable for any damages therefore; and (ii) Landlord may relet the whole or any part of the Premises and the improvements thereon on behalf of Tenant for a period equal to, greater, or less than the remainder of the then term of this Lease, at such rental and upon such terms and conditions as Landlord shall deem reasonable, to any tenant it may deem suitable and for any use and purpose it may deem suitable and for any use and purpose it may deem appropriate. Landlord shall not be liable in any respect for the failure to relet the Premises and the improvements located thereon, or, in the event of such reletting, for failure to collect the rent thereunder and any sums received by Landlord on a reletting in excess of the rent reserved in this Lease, shall belong to Landlord.

(d) Upon the termination of this Lease as aforesaid, Landlord shall forthwith be entitled to recover from Tenant all damages sustained by the Landlord as a result of Tenant's default, including but not limited to, the following items:

(i) If the annual rent provided for in Section 4 exceed the net sum received by Landlord on any reletting, the amount of such excess.

(ii) Broker's Commission at the then established rate of the Greater Waterbury Board of Realtors incurred in good faith by Landlord, but limited to the unexpired term

only.

(e) Tenant shall pay as additional rent hereunder all other expenses reasonably incurred by Landlord, including attorney's fees in seeking to enforce the obligations of Tenant hereunder occasioned by the Tenant's default. Tenant agrees that Landlord shall be entitled to recover the sum set forth in this paragraph in one action, or, at the Landlord's option, provided there shall be good reason to do so, in several separate actions, and in such latter event, Tenant hereby waives the right to assert the rule against splitting the cost of action as a defense thereto. Both Landlord and Tenant hereby expressly waive their right to trial by jury in any action brought by either party.

(f) A waiver by Landlord of any breach by the Tenant of any of the terms, covenants, conditions and agreements of this Lease shall be limited to the particular instance and shall not operate or be deemed as a waiver of any future breaches of said terms, covenants, conditions, and agreements of this Lease; and the failure of Landlord to enforce any agreement, condition, covenant, or term, by reason of its breach by Tenant, after notice had, shall not be deemed to void or affect the right of Landlord to enforce the same agreement, condition, covenant or term on the occasion of such subsequent breach or default.

19. EMINENT DOMAIN AND CONDEMNATION.

(a) This Lease shall automatically terminate, if during the term hereof, the building in which the Premises are located, shall be taken in condemnation proceedings, or by virtue of the exercise of eminent domain, or for any public or quasi-public improvement or use, including Urban Renewal Development, or if any part of said building shall so be taken, Landlord shall have the right to terminate this Lease by giving ten (10) days written notice to Tenant of such termination and, in either of such events, the Term of this Lease shall expire, cease and terminate upon the date when title to said building or the part so taken shall vest in the appropriate authority.

(b) If this Lease is terminated as a result of any such taking, Tenant shall not have the right to any part of the damage assessed for the taking of all or part of the building within which the Premises are located, and all sums recovered or awarded for such taking, belong to and are now hereby assigned to Landlord, whether such award shall be for the taking of all or a portion of the Premises, or for damages or otherwise.

(c) A voluntary sale by Landlord to any public or quasi-public body, agency, or person corporate or otherwise having the power of eminent domain either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking by eminent domain for the purposes of this section.

20. SIGNS.

Tenant at its own cost and expense, shall have the right to place and maintain such signs, for the purposes of advertising and identification, as the Tenant shall deem desirable on the exterior of the building, provided such signs comply with all applicable zoning and other regulations and the Landlord shall have given its prior written approval to the number, size and design thereof, which approval shall not be unreasonably withheld, conditioned or delayed.

21. HOLDOVER.

If the Tenant shall remain in possession of the Premises after the termination of this Lease, or any extension term, if applicable, without the written consent of the Landlord, the Tenant shall hold said premises upon the same terms and conditions as herein contained, but no holdover by the Tenant shall operate to renew this Lease without the written consent of the Landlord.

22. ATTORNEY'S FEES.

In the event either party hereto commences litigation against the other to enforce its rights hereunder, or the Landlord seeks to enforce this Lease against the Guarantor, the prevailing party in such litigation shall be entitled to recover from the other party its reasonable attorneys' fees and expenses incidental to such litigation and related appeals, including court costs and testifying expert witness fees.

23. RISK OF LOSS.

All of the property of the Tenant in and upon the Premises shall be kept, stored and maintained and used therein at the risk of the Tenant. The Landlord shall under no circumstances be held responsible for loss thereof or damage thereto from any cause whatsoever, except due to the negligence of the Landlord. Except due to its own negligence, recklessness or intentional conduct, or its breach of any provision in this Lease, the Landlord shall not be liable for any damage or injury to any property or person at any time in the Premises or in the building in which the Premises are contained resulting from electricity, steam, water, rain, snow, or gas which may leak, issue or flow from any part of said building, nor any damage or injury which may be sustained as a result of the carelessness, negligence, or improper conduct on the part of any other tenant in the building or any other person or by reason of the breaking, leakage, or obstruction of the water, plumbing, or soil pipes, or by any other leakage in or about said Premises.

24. COMPLIANCE BY TENANT WITH CERTAIN LAWS.

The Tenant shall comply with and conform to all of the laws of the State of Connecticut and the bylaws, ordinances, rules and regulations of the Town of Wolcott, relating to health, nuisance, fire, highways and sidewalks, as said premises are or may be concerned, and shall save the Landlord harmless from all fines, penalties and costs for failure of or noncompliance with same.

25. ENVIRONMENTAL REQUIREMENTS.

Tenant agrees at all times, at its expense:

(a) to comply with all Governmental Regulations (including reporting requirements) regulating or relating to environmental pollution and environmental control of any kind, including, without limitation, air pollution, water pollution, noise pollution, solid waste pollution, toxic substance pollution and control ("Environmental Requirements") insofar as the Environmental Requirements related to Tenant's conduct in or about, or use or occupancy of, the Premises,

(b) not to maintain on or about the Premises any substance or to do anything which poses a danger to other tenants, if any, in the premises or to the environment surrounding the premises, whether such danger is posed by the method of storage or the use of such substance or by the inherent nature of such substance, and

(c) to furnish Landlord with copies of all reports or other communications between Tenant and any governmental authority concerning Tenant's compliance with, or failure to comply with, any Environmental Requirement.

If Tenant fails to comply with any Environmental Requirement, or if Tenant maintains on or about the Premises any substance which, in Landlord's reasonable judgment, poses a danger to the Premises or to the environment surrounding the Premises, whether such danger is posed by the method of storage or the use of such substance or by the inherent nature of such substance Landlord shall have the rights provided in Section 18 of the Lease in addition to such other rights and remedies as it may have at law or equity or under the Lease. Tenant shall indemnify and hold Landlord harmless from and against any claims, damages, losses, costs and expenses (including, without limitation, attorney's fees) arising out of or relation to Tenant's use or storage of any substance or material in or about the Premises. The provisions of this Section shall survive the termination of the Lease.

26. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT.

If Tenant shall default in the performance of any covenant or condition of this Lease required to be performed by Tenant, Landlord, at its option, may after sixty (60) days' notice to Tenant, or without notice if in Landlord's opinion an emergency exists, perform such covenant or condition for the account and at the expense of Tenant, and Tenant shall reimburse Landlord for such expense. The amount of such expense shall be deemed to be additional rent and shall be paid by Tenant with the next monthly installment of rent due hereunder. The provisions of this Section shall survive the termination of this Lease.

27. NON-WAIVER.

The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or its failure to secure possession of the Premises under and by virtue of the terms of any section hereof shall not be construed as a waiver of relinquishment for full force and effect to any future or subsequent breach of any covenant or term of this Lease.

28. PARTIAL INVALIDITY.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

29. NOTICES.

All notices to be given to the Landlord or Tenant shall be given in writing, by certified mail, postage prepaid, sent as follows:

Landlord: The Town of Wolcott
 10 Kenea Avenue
 Wolcott, CT 06716
 Attn: Mayor Thomas G. Dunn

With a copy to: Tynan and Iannone
250 Wolcott Road
Wolcott, CT 067168
Attn: Brian Tynan, Esq.
Telephone: (203) 879-1431
Fax: (203) 879-9152

Tenant: Double Eagle Enterprises, LLC
141 East Street
Wolcott, CT 06716
Attn: Christopher DiNunzio

With a copy to: Cicchetti, Tansley & McGrath, LLP
500 Chase Parkway
Waterbury, CT 06708
Attn: Michael G. Tansley, Esq.
Telephone: (203) 574-4700
Fax: (203) 574-2902

30. PERSONAL GUARANTY.

Tenant's Managing Member, Christopher DiNunzio, absolutely, unconditionally and irrevocably guarantees to Landlord the full, faithful and prompt performance of all obligations imposed on Tenant by the terms of this Lease, including, but not limited to: (a) the payment of any and all rent payable by Tenant under the Lease, and (b) the performance and observance of all the covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant.

31. RECORDING.

This Lease shall not be recorded in any Town Clerk's office or Land Records, but Tenant may so record a Notice of Lease and Landlord will cooperate with Tenant in such event to sign such Notice.

32. ENTIRE AGREEMENT.

This Lease contains the entire and only agreement between the parties hereto and no oral statements or representations or prior written matter not contained in this Lease shall have any force or effect. This Lease may be changed modified or discharged only by written agreement executed by the parties hereto.

33. HEADINGS/RECITALS.

The section headings in this Lease are used only for convenience of reference as an aid to finding the subject matters and are not to be construed as part of this Lease and shall not in any way limit or amplify the terms or provisions thereof. The Recitals set forth above shall be deemed a substantive and operative part of this Lease.

34. CONSTRUCTION.

This Lease is made and executed in and is to be construed under the laws of the State of Connecticut.

35. EFFECT.

All of the covenants, conditions and agreements herein contained shall extend to, be binding upon and inure to the benefit of the parties hereto, their respective executors, administrators, heirs, successors and assigns.

36. FURTHER ACTION.

The Parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Lease and consummate and make effective the transactions contemplated by this Lease, and shall comply with the provisions of this Section in a timely manner upon the request of the other party. The Parties shall further agree to cooperate with each other and act in good faith in the implementation of the terms of this Lease. Further, the Landlord and Tenant shall cooperate with each other throughout the term of this Lease and any renewal hereof to enable the Golf Course to be properly and efficiently operated, managed and maintained.

37. REPORT TO WOLCOTT MUNICIPAL COUNTRY CLUB COMMISSION.

Tenant shall attend the regular meeting of the Wolcott Municipal Country Club Commission aka Farmingbury Hills Commission ("Commission"), every three months during the term of this Lease and any extension thereof, commencing in the first month of each calendar year, and at such other times as may be reasonably requested by the Commission, to report on the condition and operation of the Golf Course and its facilities. Notwithstanding the forgoing or anything else set forth in this Lease, the Mayor of Wolcott and Wolcott Town Council, not the Commission, shall have the responsibility and authority for ensuring the Tenant's compliance with the terms of this Lease.

(Remainder of this page intentionally left blank.

Signature page and acknowledgments to follow.)

SCHEDULE A

PROPERTY DESCRIPTION

All those certain pieces or parcels of land know as and located at 141 East Street in the Town of Wolcott, County of New Haven, and State of Connecticut, which property is identified on the Town of Wolcott's Assessor's Maps as Map 130, Block 2, Lot 13G, Map 131, Block 1, Lot 16A, and Map 131, Block 1, Lot 10A, as more particularly set forth in SCHEDULE A-1, SCHEDULE A-2, and SCHEDULE A-3 attached hereto and made a part hereof.

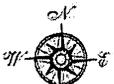
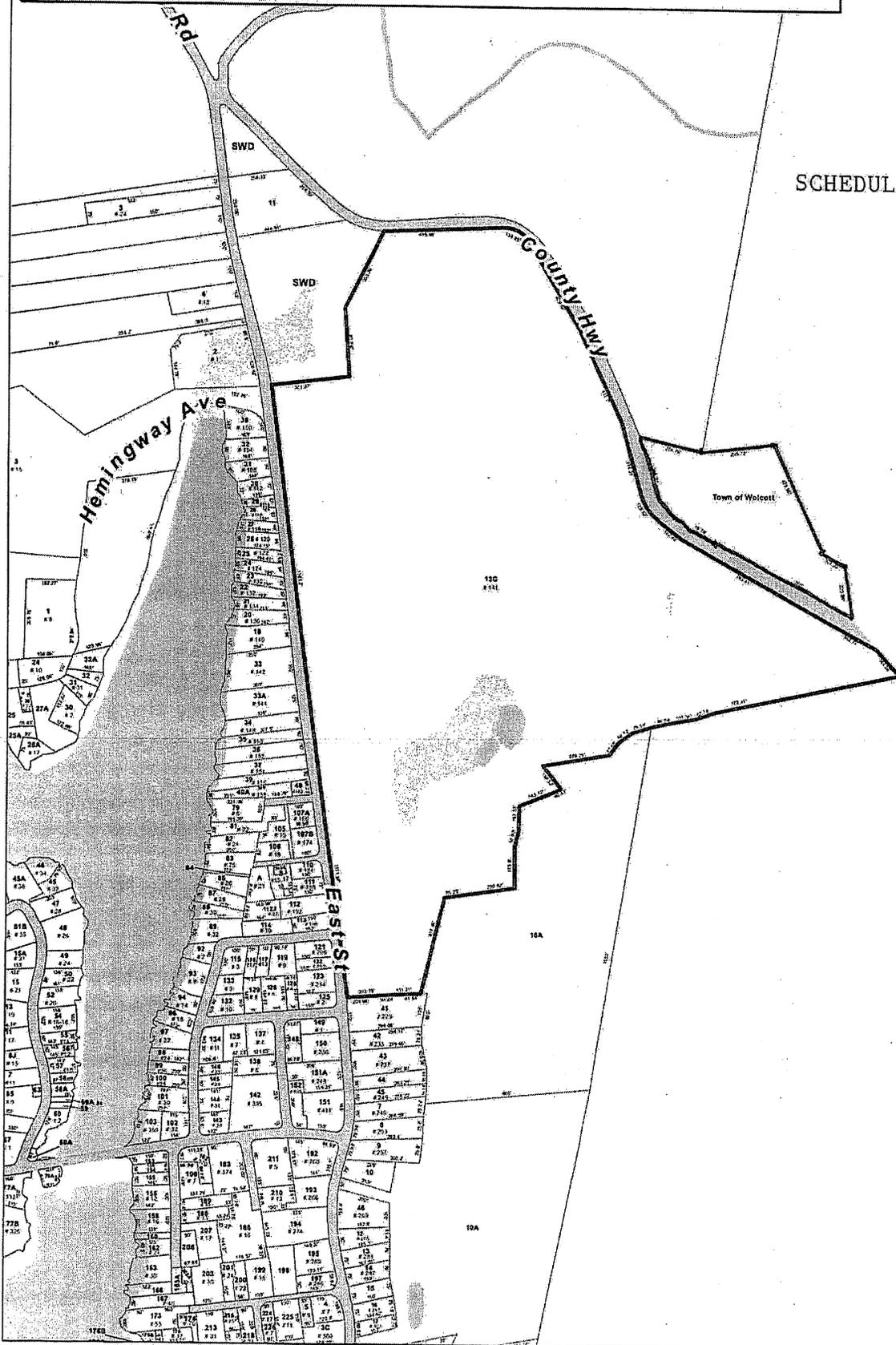
Town of Wolcott, Connecticut - Assessment Parcel Map

Parcel: W0615600

Address: 141 EAST ST



SCHEDULE A-1



Approximate Scale: 1 inch = 600 feet

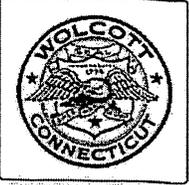
Map Produced July 2019

Disclaimer: This map is for informational purposes only. All information is subject to verification by any user. The Town of Wolcott and its mapping contractors assume no legal responsibility for the information contained herein.

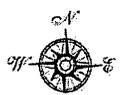
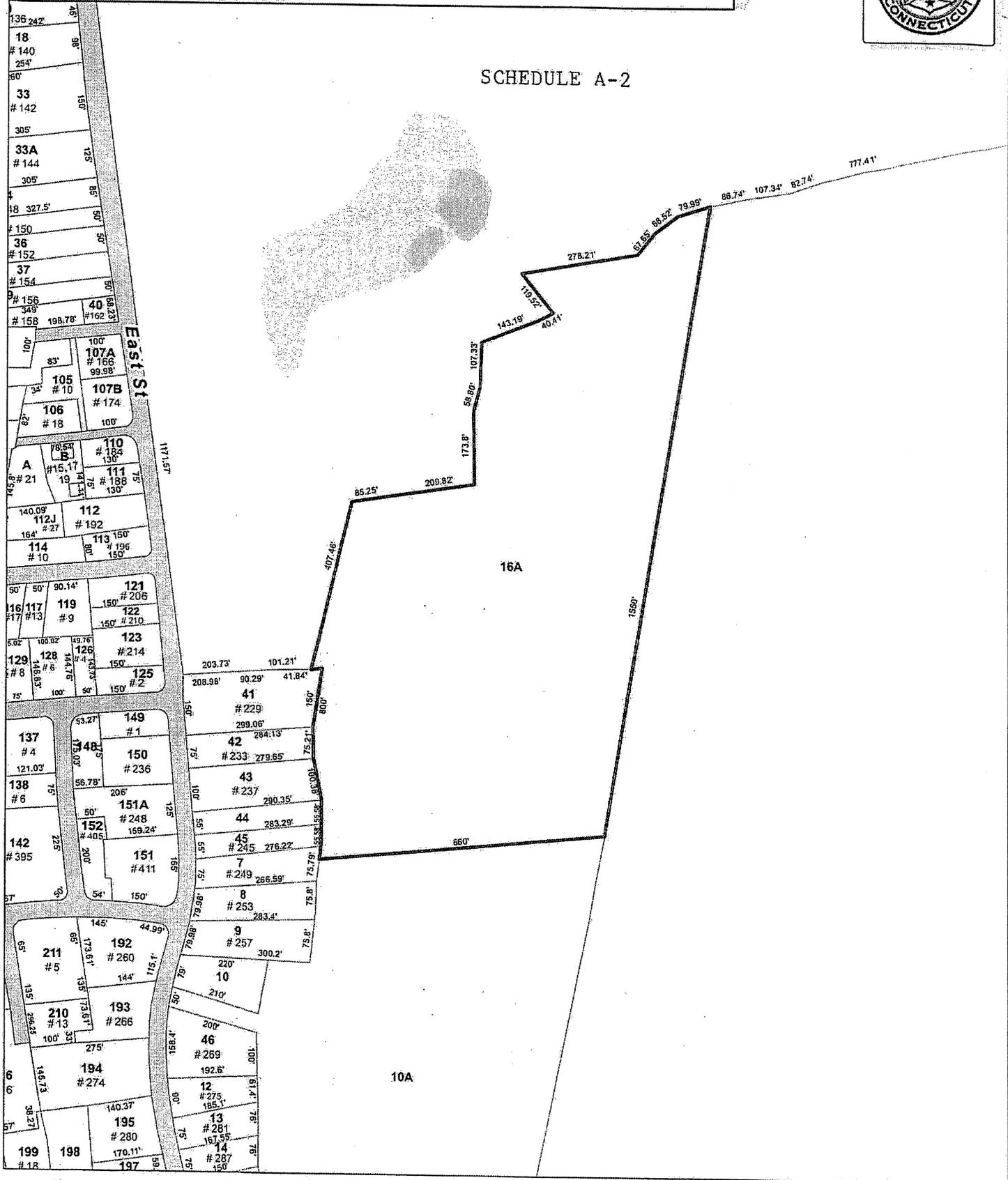
Town of Wolcott, Connecticut - Assessment Parcel Map

Parcel: G0202100

Address: EAST ST



SCHEDULE A-2



Approximate Scale: 1 inch = 300 feet

Disclaimer: This map is for informational purposes only. All information is subject to verification by any user. The Town of Wolcott and its mapping contractors assume no legal responsibility for the information contained herein.

Map Produced July 2019

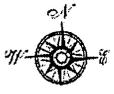
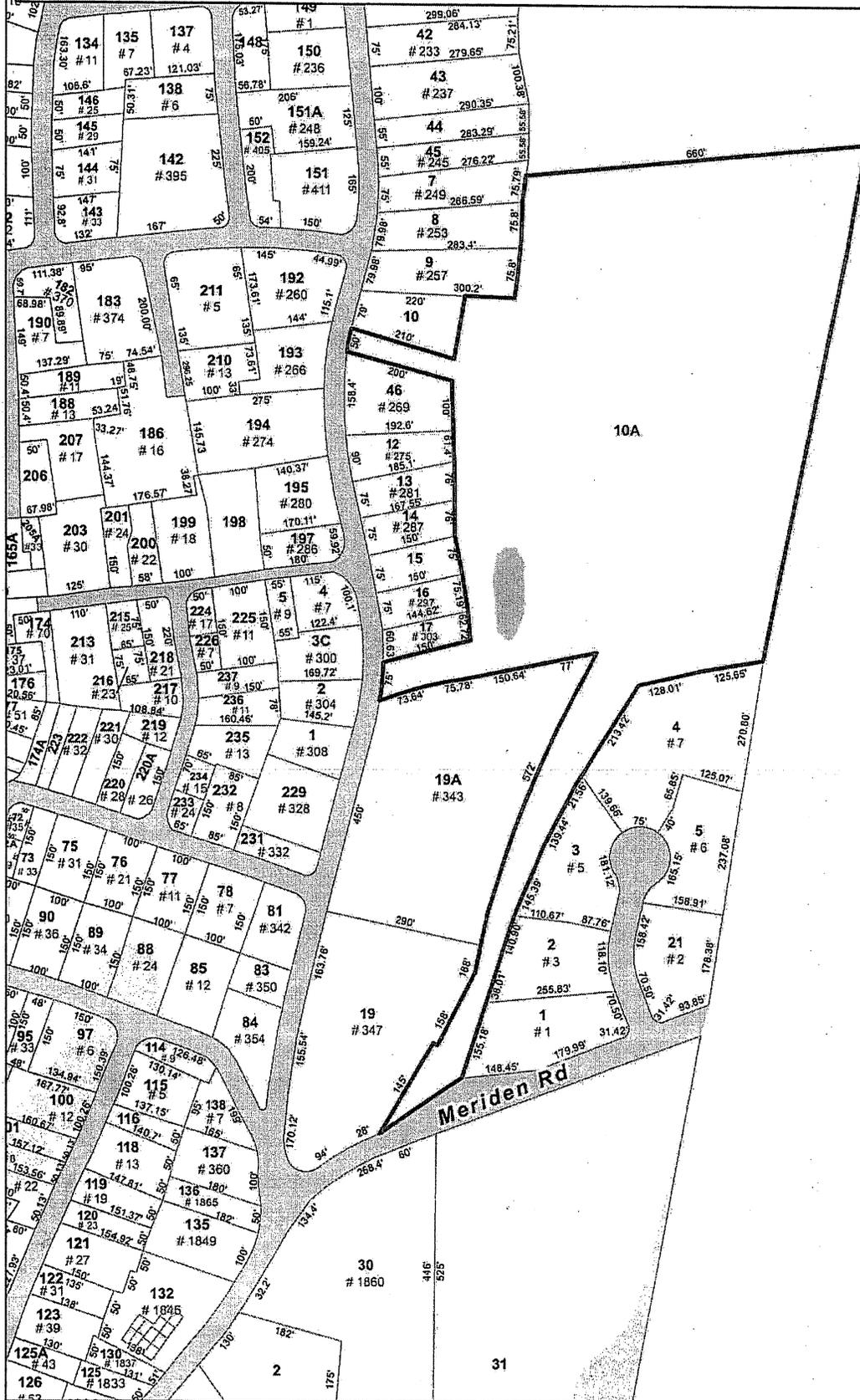
Town of Wolcott, Connecticut - Assessment Parcel Map

Parcel: G0202200

Address: EAST ST



SCHEDULE A-3



Approximate Scale: 1 inch = 300 feet

Disclaimer: This map is for informational purposes only. All information is subject to verification by any user. The Town of Wolcott and its mapping contractors assume no local responsibility for the information contained herein.

Map Produced July 2019

SCHEDULE B

ENCUMBRANCES

NONE

SCHEDULE D
EQUIPMENT LIST

Year Built	Department	Manufacturer Description	Detailed Description	Serial Number
2004	FHCC	TORO	SAND PRO 3020-FHCC	240000542
1995	FHCC	TORO	GREENMASTER 3150-FHCC	20719
1996	FHCC	TORO	GREENS AIRATOR 9110-FHCC	40493
1994	FHCC	TORO	216D MODEL 3425-FHCC	40418
1992	FHCC	TORO	BLOWER 2613-FHCC	30146
2006	FHCC	AG0633	(1) CLUB CART DS GOLF CART-FHCC	663550
1990	FHCC	FORD	TRACTOR LOADER/BACKHOE-FHCC	93WL79597WB&WDC0458
2004	FHCC	TORO	GROUNDMASTER 4000D-FHCC	240000439
2007	FHCC	TORO	328D MOWER-FHCC	235
2007	FHCC	TORO	328D MOWER-FHCC	238
2009	FHCC	TORO	REELMASTER 5410-FHCC	290000245
	FHCC	IRRIGATION PUMP	CPV-1-30X2-460-3-550-120-FHCC	
2013	FHCC	TURFCO	TOP DRESSER 1540EC-FHCC	R00329
2015	FHCC		UTILITY CART - GOLF COURSE-FHCC	
	FHCC	TORO	MULTI PRO 1750 SPRAYER-FHCC	315000452
	FHCC	TORO	GROUNDMASTER 4000 MOWER-FHCC	314000283
	FHCC	TORO	WORKMAN HDX-FHCC	315001058
2018	FHCC	E Z GO TXT	(36) E-Z GO TXT GAS GOLF CARTS	



TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

February 11, 2020

Mr. Tim Bobroske
144 North Main St.
Terryville, CT 06786

Re: The Residence of Stone Ridge
Park Ave., Wolcott, CT

Dear Mr. Bobroske,

This is in response to your questions on what is the responsibility of the Town once your project is completed. The use of this project, (Residence of Stone Ridge, Park Ave., Wolcott), was under A-13 of Schedule A of the Town of Wolcott Zoning Regulations. All buildings, roadways, lawns, plantings, drainage areas, storm structures and parking areas shall be constructed in accordance to State and Local regulations and specifications. Once the project is completed it is the responsibility of the property owner and/or association to maintain all buildings, roads, lawns, plantings, parking areas, storm structures, drainage material and areas designated for the use of which it was approved. This would include all plowing and treatments necessary during winter operations.

The Sewer & Water Department handles all requirements under the Sewer & Water regulations. I would refer any questions related to sewer or water issues to that department and/or commission. I am only addressing issues in my position as Certified Zoning Enforcement Officer and Director of Public Works. If you should have any other questions please feel free to contact me at (203) 879-8100, extension 125.

Sincerely,

David Kalinowski
CZEO and Director of Public Works

DK/eh

cc: Phil Olmstead, Sewer & Water Dept.
Pat McKinney, Director of Economic Development



TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

February 7, 2020

Mr. David Kalinowski
Zoning Enforcement Officer
Town of Wolcott
10 Kenea Ave.
Wolcott, CT 06716

Dear Dave,

Mr. Tim Bobroske, developer of The Residence of Stone Ridge has reached out to me to weigh in, solely from an economic development perspective, on a longstanding Town regulation requiring the utilization of copper piping for the connection from the street to the individual buildings. He believes this requirement to be an undue financial burden particularly due to the fact that there are currently other newer materials available. I am also advised that many other towns where Mr. Bobroske is developing similar projects have already amended their requirements.

I do believe that as long as the newer products are deemed adequate by Phil Olmstead the Town's Sewer and Water Administrator and Planning and Zoning agrees, then perhaps we should consider amending the requirements for all developers.

I can only speak from an economic development perspective. Such a change can only add to our selling points to future developers and keep us a par with competing towns. This change along with our tax abatement program, low mill rate, and skilled workforce add to the attractiveness of our town and demonstrates that the Town of Wolcott strives to maintain a business-friendly environment.

Thanks for your consideration.

Sincerely,

Patrick J. McKinney
Director, Economic Development

Cc: Tim Bobroske
Phil Olmstead