



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michael J. Pinto, COO
Date: August 3, 2020
Re: Month-to-Month Agreement with Carol and Michael Frawley to rental of Storage Space for Edgewood School

Contractor Name: Carol and Michael Frawley

Contractor Address: 170 Cleveland Road, New Haven, CT

Is the contractor a Minority or Women Owned Small Business? No

Renewal or Award of Contract/Agreement? Renewal

Total Amount of Contract/Agreement and the Hourly or Service Rate:

The lease \$4,200.00 payable in monthly installments of \$350.00.

Contract or Agreement #:

Funding Source & Account #: Operating Budget 190-58000-56652

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. What specific service will the contractor provide:

This lease provides a suitable location that will be providing a storage space for Edgewood School for the surplus of items that cannot be stored on site, but is in close proximity to the school for FY 2020-2021.

2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:

N/A, it is the current location of the storage space for Edgewood school.

3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?

The property owner has been very responsive over the years and has shown a willingness to accommodate our needs of our schools. The location has allowed for easy access to stored items.

4. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?**

No the amount has no change from previous years.

5. **If this Contractor is New has cost for service increased from previous years? If yes, by how much?**

N/A

6. **Is this a service existing staff could provide? Why or why not?**

N/A

MONTH-TO-MONTH RENTAL AGREEMENT
by and between the
New Haven Board of Education
and
Frawley Investments

**EXECUTED
ORIGINAL**

This Agreement is made on this 1st day of July, 2014 between Frawley Investments ("Landlord"), of 170 Cleveland Rd, City of New Haven, State of Connecticut and New Haven Board of Education ("Tenant"), of 54 Meadow Street, City of New Haven, State of Connecticut.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord on a month-to-month basis, 660 sq. feet of storage space located at 763 Edgewood Avenue, New Haven, CT 06515.
2. This Agreement will begin on July 1, 2014 and will continue on a month-to-month basis until terminated. This Agreement may only be terminated by 30 days written notice from either party.
3. The rental payments will be \$350.00 per month and will be payable by the Tenant to the Landlord on the 1st of each month, beginning on July 1, 2014.
4. No security deposit has been made under this agreement.
5. No additional month's rent has been made under this agreement.
6. The Tenant has inspected the premises and has found it satisfactory. Tenant agrees to maintain the premises and the surrounding outside area in a clean and sanitary manner and not to make any alterations to the premises without the Landlord's written consent. At the termination of this Agreement, the Tenant agrees to leave the premises in the same condition as when it was received, except for normal wear and tear.
7. The Tenant also agrees not to conduct any type of business in the premises, nor store or use any dangerous or hazardous materials. Tenant also agrees to comply with all rules, laws, and ordinances affecting the premises. Tenant agrees that no pets or other animals are allowed in the residence without the written permission of the Landlord.
8. The Landlord agrees to supply the following utilities to the Tenant: N/A
9. The Tenant agrees to obtain and pay for the following utilities: N/A
10. The Tenant agrees not to sub-let the premises or assign this Agreement without the Landlord's written consent. Tenant agrees to allow the Landlord reasonable access to the premises for inspection and repair. Landlord agrees to enter the premises only after notifying the Tenant in advance, except in an emergency.
11. If the Tenant fails to pay the rent on time or violates any other terms of this Agreement, the Landlord will provide written notice of the violation or default. If the violation or default is not corrected, the Landlord will have the right to terminate this Agreement in accordance with state law. The Landlord will also have the right to re-enter the premises and take possession of it and to take advantage of any other legal remedies available.
12. As required by law, the Landlord makes the following statement: "Radon gas is a naturally occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department."
13. As required by law, the Landlord makes the following LEAD WARNING STATEMENT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The seller of any interest in

residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

LANDLORD'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards: (Landlord to initial one).

_____ Known lead-based paint and/or lead-based paint hazards are present in building (explain).

M.F. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in building.

RECORDS AND REPORTS AVAILABLE TO LANDLORD: (Landlord to initial one).

_____ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in building (list documents): _____

M.F. Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

TENANT'S ACKNOWLEDGMENT (Tenant to initial all applicable).

_____ Tenant has received copies of all information listed above.

_____ Tenant has received the publication "Protect Your Family from Lead in Your Home."

_____ Tenant has received a 10-day opportunity (or mutually-agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

_____ Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The Landlord and Tenant have reviewed the information above and certify, by their signatures at the end of this Agreement, to the best of their knowledge, that the information they have provided is true and accurate.

14. The following are additional terms of this Agreement: N/A

15. The parties agree that this Agreement is the entire agreement between them and that no terms of this Agreement may be changed except by written agreement of both parties. This Agreement is intended to comply with any and all applicable laws relating to landlord and tenant relationships in this state. This Agreement binds and benefits both the Landlord and Tenant and any successors, representatives, or assigns. This Agreement is governed by the laws of the State of Connecticut.

FRAWLEY INVESTMENTS

Michael J. Frawley
Michael Frawley, Landlord

Date

NEW HAVEN BOARD OF EDUCATION

Dr. Carlos A. Torre
Dr. Carlos A. Torre, President

11-2-2014
Date

[Print](#)**SECRETARY OF THE STATE OF CONNECTICUT****CERTIFICATE OF DISSOLUTION
STOCK CORPORATION****FILING PARTY:**

Name: YOLEN AND PERZIN, LLC

Address: 12 TRUMBULL STREET

City: NEW HAVEN

State: CT

Zip: 06516

FILING #0006298855 PG 1 OF 1
VOL E-00009 PAGE 0877
FILED ON 12/27/2018 10:21 AM
CONNECTICUT SECRETARY OF THE STATE

1. NAME OF CORPORATION:

FRAWLEY INVESTMENTS, INC.

2a. AUTHORIZED DATE OF DISSOLUTION:

12/27/2018

2b. EFFECTIVE DATE OF DISSOLUTION:

12/31/2018

3. COMPLETE BLOCK (A) IF DISSOLUTION WAS AUTHORIZED BY INCORPORATORS OR INITIAL DIRECTORS OR BLOCK (B) IF DISSOLUTION WAS AUTHORIZED BY DIRECTORS AND SHAREHOLDERS**(A) PLACE A CHECK MARK NEXT TO EITHER 1 OR 2 AS APPROPRIATE:**

- ☐ 1. NONE OF THE CORPORATION'S SHARES HAVE BEEN ISSUED
- ☐ 2. THE CORPORATION HAS NOT COMMENCED BUSINESS

THE UNDERSIGNED MAKES THE FOLLOWING ASSERTIONS IN CONNECTION WITH THE SELECTION MADE UNDER SECTION (A) OF THIS FORM: THAT NO DEBT OF THE CORPORATION REMAINS UNPAID; THAT IF SHARES WERE ISSUED, THE NET ASSETS OF THE CORPORATION REMAINING AFTER WINDING UP HAVE BEEN DISTRIBUTED TO THE SHAREHOLDERS; AND THAT A MAJORITY OF THE INCORPORATORS OR INITIAL DIRECTORS AUTHORIZED THE DISSOLUTION.

- ☒ (B) THE PROPOSAL TO DISSOLVE WAS DULY APPROVED BY THE SHAREHOLDERS IN THE MANNER REQUIRED BY SECTIONS 33-600 TO 33-998 (INCLUSIVE) OF THE CONNECTICUT GENERAL STATUTES, AND BY THE CERTIFICATE OF INCORPORATION.

4. EXECUTION:

DATED THIS 27 DAY OF December, 2018

I hereby certify and state, under penalties of false statement, that all of the information set forth in this **Certificate of Dissolution** is true. I hereby electronically sign this document.

NAME OF SIGNATORY	CAPACITY/TITLE OF SIGNATORY	SIGNATURE
MICHAEL FRAWLEY	PRESIDENT	MICHAEL FRAWLEY

NOTE: A CORPORATION MAY ONLY REVOKE ITS DISSOLUTION WITHIN 120 DAYS FOLLOWING THE EFFECTIVE DATE OF SUCH DISSOLUTION.



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106

PHONE: 860-509-6003

WEBSITE: www.concord-sots.ct.gov

CERTIFICATE OF DISSOLUTION

STOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS):		FOR OFFICIAL USE ONLY:
NAME:	Timothy B. Yolen, Esq.	
ADDRESS:	Yolen and Perzin, LLC 12 Trumbull Street	
CITY:	New Haven	
STATE:	CT	ZIP: 06511
1. NAME OF CORPORATION: Frawley Investments, Inc.		
2. DATE ON WHICH DISSOLUTION WAS AUTHORIZED: <div>December 31, 2018</div>		
3. COMPLETE BLOCK (A) IF DISSOLUTION WAS AUTHORIZED BY INCORPORATORS OR INITIAL DIRECTORS OR BLOCK (B) IF DISSOLUTION WAS AUTHORIZED BY DIRECTORS AND SHAREHOLDERS (A) PLACE A CHECK MARK NEXT TO EITHER 1 OR 2 AS APPROPRIATE: <input type="checkbox"/> 1. NONE OF THE CORPORATION'S SHARES HAVE BEEN ISSUED <input type="checkbox"/> 2. THE CORPORATION HAS NOT COMMENCED BUSINESS THE UNDERSIGNED MAKES THE FOLLOWING ASSERTIONS IN CONNECTION WITH THE SELECTION MADE UNDER SECTION (A) OF THIS FORM: THAT NO DEBT OF THE CORPORATION REMAINS UNPAID; THAT IF SHARES WERE ISSUED, THE NET ASSETS OF THE CORPORATION REMAINING AFTER WINDING UP HAVE BEEN DISTRIBUTED TO THE SHAREHOLDERS; AND THAT A MAJORITY OF THE INCORPORATORS OR INITIAL DIRECTORS AUTHORIZED THE DISSOLUTION. <input checked="" type="checkbox"/> (B) THE PROPOSAL TO DISSOLVE WAS DULY APPROVED BY THE SHAREHOLDERS IN THE MANNER REQUIRED BY SECTIONS 33-600 TO 33-998 (INCLUSIVE) OF THE CONNECTICUT GENERAL STATUTES, AND BY THE CERTIFICATE OF INCORPORATION.		
4. EXECUTION: DATED THIS <u>20th</u> DAY OF <u>December</u> , 20 <u>18</u>		
NAME OF SIGNATORY (print or type)	CAPACITY/TITLE OF SIGNATORY	SIGNATURE
Michael J. Frawley	President	
NOTE: A CORPORATION MAY ONLY REVOKE ITS DISSOLUTION WITHIN 120 DAYS FOLLOWING THE EFFECTIVE DATE OF SUCH DISSOLUTION.		

**NEW HAVEN BOARD OF EDUCATION
AMENDMENT TO AGREEMENT**

CONTRACTOR: Frawley Investments **AMENDMENT NO.** 1

GRANT NO.: _____ **AGREEMENT NO.** 60190134

GRANT NAME: _____ **DATE:** 4/1/2019

FUNDING SOURCE OF AGREEMENT: 2018-2019 Operating Budget, Acct. #190-47000-56652

ORIGINAL AMOUNT OF AGREEMENT: \$4,200.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$4,200.00

☒ **ACTUAL** OR ☐ **ESTIMATE**

AMOUNT OF THIS AMENDMENT: _____

☐ **INCREASE** OR ☐ **DECREASE**

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: _____

FUNDING SOURCE FOR AMENDMENT: 2018-19 Operating Budget, Acct. #190-47000-56652

DESCRIPTION AND NEED FOR AMENDMENT:

To change the name of the Landlord on the lease from Frawley Investments to Michael and Carol Frawley due to the dissolution of corporation.

ALL OF THE TERMS & CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE & EFFECT

CONTRACTOR'S SIGNATURE:

Carol Frawley
Michael J. Frawley
Owners
(Name)
(Title)

4/2/2019
(Date)

NEW HAVEN BOARD OF EDUCATION:

Darnell Goldson, Board President

4-22-2019
(Date)

**MONTH-TO-MONTH RENTAL AGREEMENT
BY AND BETWEEN THE
NEW HAVEN BOARD OF EDUCATION
AND
MICHAEL and CAROL FRAWLEY**

This Agreement is made on this _____ day of _____, 2019 between Michael and Carol Frawley ("Landlord"), of 170 Cleveland Rd, City of New Haven, State of Connecticut and New Haven Board of Education ("Tenant"), of 54 Meadow Street, City of New Haven, State of Connecticut.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord on a month-to-month basis, 660 sq. feet of storage space located at 763 Edgewood Avenue, New Haven, CT 06515.
2. This Agreement will begin on April 1, 2019 and will continue on a month-to-month basis until terminated. This Agreement may only be terminated by 30 days written notice from either party.
3. The rental payments will be \$350.00 per month and will be payable by the Tenant to the Landlord on the 1st of each month, beginning on May 1, 2019.
4. No security deposit has been made under this agreement.
5. No additional month's rent has been made under this agreement.
6. The Tenant has inspected the premises and has found it satisfactory. Tenant agrees to maintain the premises and the surrounding outside area in a clean and sanitary manner and not to make any alterations to the premises without the Landlord's written consent. At the termination of this Agreement, the Tenant agrees to leave the premises in the same condition as when it was received, except for normal wear and tear.
7. The Tenant also agrees not to conduct any type of business in the premises, nor store or use any dangerous or hazardous materials. Tenant also agrees to comply with all rules, laws, and ordinances affecting the premises. Tenant agrees that no pets or other animals are allowed in the residence without the written permission of the Landlord.
8. The Landlord agrees to supply the following utilities to the Tenant: N/A
9. The Tenant agrees to obtain and pay for the following utilities: N/A
10. The Tenant agrees not to sub-let the premises or assign this Agreement without the Landlord's written consent. Tenant agrees to allow the Landlord reasonable access to the premises for inspection and repair. Landlord agrees to enter the premises only after notifying the Tenant in advance, except in an emergency.
11. If the Tenant fails to pay the rent on time or violates any other terms of this Agreement, the Landlord will provide written notice of the violation or default. If the violation or default is not corrected, the Landlord will have the right to terminate this Agreement in accordance with state law. The Landlord will also have the right to re-enter the premises and take possession of it and to take advantage of any other legal remedies available.
12. As required by law, the Landlord makes the following statement: "Radon gas is a naturally occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department."
13. As required by law, the Landlord makes the following LEAD WARNING STATEMENT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children

at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

LANDLORD'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards: (Landlord to initial one).

_____ Known lead-based paint and/or lead-based paint hazards are present in building (explain).

_____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in building.

RECORDS AND REPORTS AVAILABLE TO LANDLORD: (Landlord to initial one).

_____ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in building (list documents):

_____ Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

TENANT'S ACKNOWLEDGMENT (Tenant to initial all applicable).

_____ Tenant has received copies of all information listed above.

_____ Tenant has received the publication "Protect Your Family from Lead in Your Home."

_____ Tenant has received a 10-day opportunity (or mutually-agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

_____ Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The Landlord and Tenant have reviewed the information above and certify, by their signatures at the end of this Agreement, to the best of their knowledge, that the information they have provided is true and accurate.

14. The following are additional terms of this Agreement: N/A

15. The parties agree that this Agreement is the entire agreement between them and that no terms of this Agreement may be changed except by written agreement of both parties. This Agreement is intended to comply with any and all applicable laws relating to landlord and tenant relationships in this state. This Agreement binds and benefits both the Landlord and Tenant and any successors, representatives, or assigns. This Agreement is governed by the laws of the State of Connecticut.

MICHAEL AND CAROL FRAWLEY

NEW HAVEN BOARD OF EDUCATION

Carol Frawley, Landlord

Darnell Goldson, President

Date

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Carol Frawley Michael Frawley

Business name, if different from above

Check appropriate box: ☒ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

170 Cleveland Road

Requester's name and address (optional)

City, state, and ZIP code

New Haven, Ct. 06515

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Mike 040-54-1175

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

040-54-0929 (Carol)

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Carol Frawley

Date ▶

2/27/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**MONTH-TO-MONTH RENTAL AGREEMENT
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MICHAEL AND CAROL FRAWLEY

NEW HAVEN BOARD OF EDUCATION

Carol Frawley, Landlord

Yesenia Rivera, Board President

Date

Date