

TOWN COUNCIL MEETING

JUNE 22, 1999

6:30 P.M.

AGENDA

Blessing - Rev. Warren Phillips - Christadelphian Chapel, Yalesville

1. Pledge of Allegiance and Roll Call
2. Correspondence
3. Consent Agenda
  - a. Consider and Approve Tax Refunds (#569 -572) Totaling \$1,444.07- Tax Collector
  - b. Approve and Accept the Minutes of the May 11, 1999 Town Council Meeting
  - c. Approve and Accept the Minutes of the May 25, 1999 Town Council Meeting
  - d. Consider and Approve an Appropriation of Funds in the Amount of \$5,000 to Non-Operating Revenue Refunds of Overpayments Acct. #1090-090-9040 and to Refund of Overpayments Acct. #1401-800-8910 - Comptroller
  - e. Consider and Approve a Transfer of Funds in the Amount of \$36,000 from Salary & Wages Acct. #001-5010-101-1000 to Quinnipiac Corridor Construction Acct. #001-5010-999-0007 - Town Engineer
  - f. Consider and Approve an Appropriation of Funds Totaling \$9,000 to Revenues Special Revenue Fund SNET Community Access Acct. and to Expense Special Revenue Fund SNET Community Access Acct. in the SNET Community Access Special Fund
  - g. Consider and Approve a Transfer of Funds in the Amount of \$150.00 to Self-Insurance Claims Acct. #001-8030-800-8280 to Transportation Reimbursement Acct. #001-1320-300-3201 - Town Attorney
  - h. Note for the Record Anniversary Increases Approved to Date by the Mayor

I. Consider and Approve Mayoral Transfers Approved to Date

j. Consider and Approve a Waiver of Bid to Award a Contract to Sequoia Pacific Voting Equipment, Inc. For the Purchase of Two Reconditioned Voting Machines - Registrar of Voters

k. Consider and Approve a Transfer of Funds in the Amount of \$164,542.44 from the Grand List to the Suspense Tax Book to Comply with State Statute #12-165 - Tax Collector

l. Consider and Approve a Change in the Big Brothers/Big Sisters Lease Agreement to Reflect the Leasing of a Different Room in the Recreation Center - Parks & Recreation Dept.

4. Items removed from the Consent Agenda

#### PUBLIC QUESTION AND ANSWER PERIOD

6. Executive Session Pursuant to Section 1-200(6)(E) of the CT. General Statutes for the Purpose of Discussion of Labor Contracts - Board of Education

7. Remove from the Table to Consider and Approve a Request to Approve the Proposed Name of "Argyle Road" for a New Road in the Fairlawn Farms Phase IX Subdivision as Requested by Attorney Joan Molloy on Behalf of Ravenswood Company, LLC

8a. Report Out by the Town Attorney, Discussion and Possible Action on the Garden Road Buy-Out Agreement as Requested by Councilor Geno J. Zandri, Jr.

b. Consider and Approve a Cost-Sharing Contract Between the Town of Wallingford and State of Connecticut with Respect to Garden Road - Town Attorney

9. Consider and Approve a Budget Amendment in the Amount of \$15,000 from Employees Pension & Benefits Acct. #926-000 to New Distrib. Lines Acct. #343-099 - Water Div.

Consider and Approve a Transfer of Funds in the Amount of \$60,972 from Various Accounts Within the Water Division to Workmen's Compensation Acct. #925-001

11. Discussion and Possible Action Pertaining to the Town-Owned American Legion Building as Requested by Councilor Geno J. Zandri, Jr.

12. PUBLIC HEARING to Approve a List of Municipal Projects and Corresponding Resolution to be Submitted to the State of CT. Under the Neighborhood Assistance Program - 7:45 P.M.

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**ADDENDUM TO AGENDA**

- 13a. Consider and Approve the Board of Education C.I.L.U. Local #26 Labor Contract for a Term of Five Years Effective July 1, 1999 to June 30, 2003 (Follows Item #6 on Main Agenda)
- b. Consider and Approve the Wallingford Connecticut Health Service Professional Association's (Nurses) Labor Contract for a Term of Five Years Effective July 1, 1999 to June 30, 2003 (Follows Item #6 on Main Agenda)
14. Consider and Approve a Waiver of Bid to Award a Contract to Monitor Controls, Inc. For the Semi-Annual Testing of Fire Alarm Sending Units Within the Town - Dept. Of Fire Services
15. Discussion and Possible Action on a Request by the Yalesville Little League Field Director to Name Playing Fields at the Yalesville Playing Field Complex
16. Consider and Approve a Transfer of Funds in the Amount of \$800 from Roof-Town Hall Acct. #001-5015-999-9151 to Telephone Acct. #001-5015-201-2000 - Public Works

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6:30 P.M.

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TOWN COUNCIL MEETING

JUNE 22, 1999

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, June 22, 1999 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Vice Chairman Raymond J. Rys, Sr. at 6:32.M. Councilors Centner, Farrell, Knight, Papale, Renda, Rys, Zandri and Zappala answered present to the Roll called by Town Clerk Rosemary A. Rascati. Chairman Parisi was absent due to vacation plans. Mayor William W. Dickinson, Jr. arrived at 6:45 P.M., Town Attorney, Janis M. Small arrived at 6:39 P.M. Comptroller Thomas A. Myers was also in attendance.

A blessing was bestowed upon by the Council by Mr. Warren Phillips of the Christadelphian Church.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Correspondence - No items of correspondence were presented.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#569 -572) Totaling \$1,444.07- Tax Collector

ITEM #3b Approve and Accept the Minutes of the May 11, 1999 Town Council Meeting

ITEM #3c Approve and Accept the Minutes of the May 25, 1999 Town Council Meeting

ITEM #3d Consider and Approve an Appropriation of Funds in the Amount of \$5,000 to Non-Operating Revenue Refunds of Overpayments Acct. #1090-090-9040 and to Refund of Overpayments Acct. #1401-800-8910 - Comptroller

ITEM #3e Consider and Approve a Transfer of Funds in the Amount of \$36,000 from Salary & Wages Acct. #001-5010-101-1000 to Quinipiac Corridor Construction Acct. #001-5010-999-07 - Town Engineer

ITEM #3f Consider and Approve an Appropriation of Funds Totaling \$9,000 to Revenues Special Revenue Fund SNET Community Access Acct. and to Expense Special Revenue Fund SNET Community Access Acct. in the SNET Community Access Special Fund

ITEM #3g Consider and Approve a Transfer of Funds in the Amount of \$150.00 to Self-Insurance Claims Acct. #001-8030-800-8280 to Transportation Reimbursement Acct. #001-1320-300-3201 - Town Attorney

ITEM #3h Note for the Record Anniversary Increases Approved to Date by the Mayor

ITEM #3i Consider and Approve Mayoral Transfers Approved to Date

ITEM #3j Consider and Approve a Waiver of Bid to Award a Contract to Sequoia Pacific Voting Equipment, Inc. For the Purchase of Two Reconditioned Voting Machines - Registrar of Voters

ITEM #3k Consider and Approve a Transfer of Funds in the Amount of \$164,542.44 from the Grand List to the Suspense Tax Book to Comply with State Statute #12-165 - Tax Collector

ITEM #3l Consider and Approve a Change in the Big Brothers/Big Sisters Lease Agreement to Reflect the Leasing of a Different Room in the Recreation Center - Parks & Recreation Dept.

Motion was made by Mr. Knight to Approve Consent Agenda Items #3a-d and #3f-l, as presented, seconded by Mr. Farrell.

VOTE: Parisi was absent; all others, aye; motion duly carried.

ITEM #4 Items Removed from the Consent Agenda

ITEM #3e Consider and Approve a Transfer of Funds in the Amount of \$36,000 from Salary & Wages Acct. #001-5010-101-1000 to Quinnipiac Corridor Construction Acct. #001-5010-999-0007 - Town Engineer

Motion was made by Mr. Knight, seconded by Mr. Centner.

Mr. Zandri stated that he requested this item be removed from the consent agenda so that he could not only obtain more detail on the project but to also give the residents an opportunity to ask questions about its progress as well. He asked, exactly what does this additional work entail that has not already been planned for down there?

John Thompson, Town Engineer responded, I requested the \$36,000 in two parts; the first is for the installation of curb and sidewalk and associated drainage work. It is in the section of Quinnipiac Street in the original limits of the Quinnipiac Street Corridor Project which is just west of Bull Avenue, approximately 400 feet to the west to the previous limits of the Quinnipiac River



Bridge project. Originally, about a year and one half ago, I had come to the Council and asked for additional monies just to resurface the roadway. It was purely done for aesthetic purposes at that time. As we got further and further into the construction project, with water main work and other additional utility cuts in that area, it became apparent that just milling and re-surfacing the roadway was not going to be sufficient in terms of bringing it back up to the standards that we needed. In looking at the re-installation of curbing and putting that at a proper reveal it creates a gutter along the road. Right now if you look at it, there is literally no gutter because the pavement has over-spilled the top of the old curbing along the road. When we put curbing in, in order to put back the gutter, it means that we are going to replace some of the drainage and as we raise the curbing up the adjacent sidewalk has to be re-constructed because it ends up 3,4 or 6" lower in some locations which would create a ponding problem. Looking at the west end of the project we would be doing additional concrete curbing within the limits just described, additional concrete sidewalk where it is needed to satisfy the engineering design criteria of being at the same elevation or higher than the curbing; some miscellaneous drainage work that is going to upgrade the basins that were not previously proposed to be upgraded and some storm drainage pipe connecting that drainage to drainage structures into the raceway. That is the work on the west end. At the east end of the job, the block from the railroad tracks along Quinnipiac Street out to Route 5; what we have run into is unanticipated trolley tracks that nobody knew were there or if someone did they weren't brought it to our attention when we were estimating the job, we also uncovered somewhat surprisingly some catch basins and laterals that had been cut off from being connected into the sanitary sewer and were just "dead-ended" out into the road creating sink holes. We had to come up with a new design to connect those basins into a drainage system and we tried to run the shortest route to connect back into a system that we could discharge it to. Unfortunately, that would have taken us into Johanna Fishbein Park which we had to avoid.....we tried to re-design it and have the system stay within the roadway which costs a little bit of additional monies. Between the combination of the additional drainage, re-setting some of the granite curbing around the park, we are looking for \$26,000 on the west end to do curbing and sidewalk work and on the east end between the railroad tracks and route 5, we are looking to do some drainage work, some unanticipated concrete removal, trolley-track removal and the drainage work I just described for an estimated cost of \$10,000. These are items we did not envision a year and one half ago when we began the expansion.

Mr. Zandri asked, on the west end, are you planning on replacing the sidewalk and curb on both sides of the street in front of Wallace's old building?

Mr. Thompson answered, a majority of the sidewalk has already been replaced on the north side and that was not anticipated when we began the job originally. But in working with the water and sewer division they put a water main directly underneath the old sidewalk so we were able to trade off the cost of temporary sidewalk repairs and have sidewalks put in on the north side. For the most part on the north side there is already new concrete sidewalk along the entire length. Along

the south side the sidewalk is in much worse condition because it is cracked, it is broken, it is a lower level than the curb so to answer your question, we anticipate significant replacement of sidewalk on the south side. All of the curb will be replaced but only the sidewalk that is either required because of structural reasons or because of engineering reasons to get it up to a proper design grade. It is not going to be everything but it could be a significant portion of the sidewalk.

Mr. Zandri stated, there is another section of sidewalk going up Ward Street just before you....if you are heading east on Ward, before you get to the stop sign on Valley Street, half of that sidewalk has been replaced but the last section is still the old sidewalk and there is even some tar patch there. Is that going to be replaced as well?

Mr. Thompson answered, not under the Quinnipiac Street Corridor Project. If there are sidewalks that need repair outside of what we have done already, we have done four pedestrian ramps on the corners of Valley and Ward. We don't envision under this project any more sidewalks at that location. If there is a defective sidewalk, it will be addressed under the sidewalk repair program.

Mr. Zandri asked, when we discussed the expansion from Cherry Street up to Route 5 I was hoping that we were going to be able to also incorporate all new sidewalks and curbs from the bridge to Bull Avenue. I felt that would now clean up that entire stretch from the highway all the way up to Colony Street. I am a little disappointed that the entire thing is not going to be complete. I thought maybe this dollar amount was going to include all the sidewalk work that had to be done on both sides of the street all the way up and also that one little piece I just mentioned by Valley Street.

Mr. Thompson replied, if this transfer is approved you are going to get your wish probably to a 95% level. The problem is that we don't want to set a bad precedent of going in and replacing sidewalk that really is in good condition. It may aesthetically look different in terms of its color and texture but if it is structurally sound and meets all of our criteria, we are hesitant to take our good walk. If it is approved, you will see new curb, new pavement, that entire length and sidewalk where it is required.

Mr. Zandri stated, I understand where you are coming from as far as setting precedent with tearing up new sidewalk but when you consider the amount of dollars we have spent on that small stretch of road from the highway to Route 5, to me, that is the entrance way to Wallingford off that parkway; it would have been nice to clean it up, do the entire thing and when we did the enhancement on Center Street for the revitalization of downtown, we tore out perfectly good sidewalk there, so with this particular project I was hoping that we could have cleaned it all the way up to have a clean set up all the way through.

Mr. Thompson replied, your hope may become reality.

Mr. Zandri stated, maybe you don't have the dollars to do every little bit but maybe if you see what is left and work it into your sidewalk program dollars, maybe we can get that accomplished.

Mr. Rys stated, there was some good comments.

On the issue of sidewalks, Mr. Zandri stated, the pool is going to be opening soon on North Main Street Extension. Is there any game plan at all to fix that sidewalk (heading north on North Main Street Ext.)?

Mr. Thompson answered, not at the present time.

Mr. Zandri stated, I mentioned this once before and I am going to emphasize it again; I am very concerned. We just got through re-surfacing that road which brought the height of the roadway even higher to the old curb which is part of the sidewalk. There isn't two inches difference right now and that definitely concerns me as far as a safety hazard for pedestrians; children will be walking to the pool using that sidewalk.

Philip Wright, Sr., 160 Cedar Street asked, what does this (request for funds) bring the total dollars up to as compared to the projected costs?

Mr. Thompson answered, the original contract that was bid through the state was about \$2.2 million. We have since added between the utility work and the expanded work for Washington Street up to Route 5 and the remedial work we are proposing on the west end of the project along with the undergrounding of utilities is probably around a \$3.1 million as we sit today.

Mr. Wright asked, it is about \$1.1 million above the projected cost?

Mr. Thompson answered, it is about \$750,000-\$800,000 higher today than when it was bid.

Mr. Wright asked, how much of it is town money and how much is state money?

Mr. Thompson answered, the Water and Sewer Division on the initial project funded \$250,000. The subsequently funded another \$300,000 for \$500,000 total and the Town, through the Department of Engineering, funded about another \$460,000 or so for expanded roadway work and undergrounding of utilities.

Mr. Wright asked, how about the sidewalks around the park; the bricks and.....

Mr. Thompson stated, it is all planned right now not to disturb any more of the bricks around Johanna Fishbein Park.

Mr. Wright stated, I am speaking of Wallace Park.

Mr. Thompson replied, that is included in the numbers that we gave you. That was part of the original bid.

Mr. Wright asked, how much more is it costing the Town than originally estimated?

Mr. Thompson answered, we added about \$470,000 of additional money after the contract was bid, outside of the Water & Sewer Division. Within the original contract there is a number of different funding sources; 80/20, 90/10, it is very complicated in terms of all the funding sources. The Town right now is probably into this project for \$500,000 or more in terms of our monies for construction services, exclusive of the Water & Sewer Division monies.

Mr. Wright stated, I remember a year and one-half ago this subject was being discussed; the question of whether we were going to run power underground and the rest.....the Mayor described the finished product as being like a string of pearls. I thought that was a pretty nice description; how are we coming? Are we near done?

Mr. Thompson answered, the contractor is expecting to begin his final excavation in the block between Cherry and Route 5 sometime after the July 4th holiday; probably around July 9th. At that time he is going to construct the last block of the roadway. He will then come in and put an overlay on the entire road so you will not see the catch basins and manholes sticking up any longer. Once the roadway surface is in, he is going to put in the ornamental lighting from end to end and finish off the landscaping in the last block. We are expecting right now, sometime in late August or early September, that construction will be substantially complete.

Mr. Wright asked, the lights will go on then?

Mr. Thompson answered, yes.

Mr. Wright stated, like Mr. Zandri, I frequently enter Town from that area off the parkway. There are a lot of people who do. It is one of our main entrances into the Town; you can almost call it the main entrance to the Town. Every time I look over in the Quinnipiac River and see the debris, a stump here and a stump there, hanging over the dam, it looks like Tobacco Road. It certainly does not look like the entrance to the town. I know there has been a lot of questions over who handles the river but I suspect that if we were serious about getting that debris out of there on the north side, we could do it.

What do you think?

Mr. Thompson answered, it is certainly worth a try.

Mr. Knight stated, you seem to have the impression that there are cost overruns with this project. I think what you are confused about is the fact that there is a state Quinnipiac Corridor project and there is an extension of that project which the Town funded in its entirety. We did it in order to take advantage of the contract price for the Quinnipiac Corridor Project, correct me if I am wrong, Mr. Thompson. I think that is where, when you say there is extra money and there is more money being spent....I got the impression that you thought these were cost overruns. These are not overruns, they are expansions of the project beyond its original Quinnipiac Corridor Project that the state pitched.

Mr. Wright commented, I understood it perfectly well.

Pasquale Melillo, 15 Haller Place, Yalesville stated that he would like to discuss Item #3j.

Mr. Rys replied, no, it has been approved already. What ever is on the consent agenda is generally voted by the Council, it is not taken off by the public.

Mr. Melillo stated that it should not have been passed. It was a waiver of bid and when it comes to waiving a bid.....

Mr. Rys informed Mr. Melillo that he was out of order and asked that he sit down.

Mr. Melillo continued to state his opinion with regards to item #3j and how it should not have been passed on a consent agenda.

Mr. Rys informed Mr. Melillo that he was out of order and asked that he take his seat.

VOTE: Parisi was absent; all others, aye; motion duly carried.

#### PUBLIC QUESTION AND ANSWER PERIOD

Reginald Knight, 21 Audette Drive stated, the Mayor, in a speech given on January 2, 1984 stated, "I call on every citizen to take an interest in the community, attend meetings and expressed concerns. If you are treated discourteously and discouraged from participation in town government, I want to know about it. That was a campaign promise and will be an office reality." Section 2 of the Ordinance 294, "The proper operation of town government in Wallingford

requires that the public officials and employees be independent, impartial and responsible to the people they serve." Note the officials serve the public despite the remark of one person, "I will not tolerate this insubordination". I would like to point out this is a Council meeting, not the H.M.S. Bounty. Obligation to Citizens, Code of Ethics, Section 5b, "No official or employee shall grant special consideration, treatment or advantage to any person beyond that which is available to every other person similarly situated." Meeting Procedures, Section 1B., "A third meeting specifically for the purpose of hearing input on policy and operation of the town will be held on the third Tuesday of the month." The Town Council Meeting February 10, 1998; the Town Attorney Ms. Small stated, "when people are allowed to talk the Council must be careful not to interfere with the content of their speech." Is that all right with you, Ms. Small?

Atty. Small answered, if you are asking me if I said that? I don't recall specifically what I said. I remember the general discussion.

Reginald Knight replied, it is in the record, I have the record. He continued, yet, time after time you hear interjections from the Council, "what's your question" repeated over and over again without a pause, sometimes without even looking at the speaker. Another very common interjection "that is your opinion". Of course it is, that is why the speaker is up there and does not need to be told that. The rules say that the Councilors cannot interject in the speaker's presentation but many do and on one occasion, three in a row went at me. They are supposed to speak through the Council Chairman. On October 13, 1998 Mr. Dick Barbieri of Seiter Hill polled every individual Councilor and asked each one if they could hear him? His reason? He wanted to know if the Councilors were listening to the people of Wallingford. And the Council still voted against a vast majority of the speakers at that meeting. At the same meeting, Mr. Centner reiterated his opposition to the third meeting, stating that he did not care how long people spoke at a regular meeting. Did the Council listen when the Police Chief said there were sufficient laws on the books for improper behavior on sidewalks? There was a three week police watch which showed that there was absolutely no problem with regards to skaters on Town sidewalks. But the Council still passed an ordinance that put a boy in jail, was fingerprinted and had to go to court. The judge properly threw it out. Yet the Linear Trail which is eight feet wide compared to the town's sidewalks, is O.K. for bikes, skates, rollerblades, joggers, hikers and old folks out for a stroll. Last Tuesday I had inadvertently missed the noon deadline for the third meeting. I had called in an hour too late. I turned up anyway and I request a chance to speak. I spoke to the Council Secretary. There had been more than one precedent to allow people to speak. At the very first third meeting a lady, who had made no request at all to come, spoke at the meeting. At another meeting I politely sat and listened, I think Mr. Rys was in charge of that meeting, while three other people spoke who had not put their names down at all. At last week's third meeting, I was not only not spoken to in reference to the rules but I was completely ignored in the rush to close the meeting. Yet, most people stayed in the building for at least an hour later. One good thing out of it, one of the speaker's in the public apologized for his behavior by talking away to the

Mayor through most of what I was saying at the previous meeting. I would like to thank that gentleman very much for that.

Mr. Rys stated, up on the Council when we are discussing something which is pertinent to the community, if you have five or ten people or even twenty people out in the public who are for a specific issue and you may have two or three against, it is not always weighed out by the Council. I know that in my case I represent the majority of people in Wallingford, just like the rest of the Council. We do get other input, whether you believe it or not, from the silent minority. They don't come to the meetings, they call us or discuss this with us on the street or at an affair we might be at. We don't just make our decisions based on who is in attendance at the meeting. I just wanted you to know that.

Reginald Knight stated, I am very pleased to hear that you have a private conscious which is something I would prefer to have rather than party affiliations or public ambition through party or politics.

Mr. Rys stated, I don't only have this, I know that many other Councilors here on my right and left have the same thing.

Reginald Knight stated, I am glad you said that but the issue at that time was clean water for residents at Seiter Hill. I don't think that there was anyone in Wallingford was against children getting clean water to bathe in and wash their teeth, etc. The point is moot. I was treated unfairly and unequally because other people have spoken at these third meetings who have not put their name down.

Robert Sheehan, 11 Cooper Avenue asked if the special meeting scheduled for July 19th on the generating plant would be televised?

Mr. Rys answered, I can't say at this point. It is up to the Chairman I believe. I suspect it probably will be but I am not going to make that commitment. You will have to discuss that with the Chairman.

Mr. Sheehan asked, is the Chairman the only one who has the say?

Mr. Rys answered, the Chairman does have the say.

Mr. Sheehan stated, it has been two months now and I still have not gotten an answer about what it will take to fix the corner of this room over my right shoulder and the other corner?

Mr. Rys asked the Mayor if Henry McCully, Director of Public Works, has been approached on that issue?

Mayor Dickinson answered, he has, he was at the last meeting. He would be the one to answer the question. He is aware of it.

Mr. Rys suggested that Mr. Sheehan call Mr. McCully himself and if he prefers not to he (Mr. Rys) will do it for him. If you don't get an answer, call any of us.

Ms. Papale stated, Mr. McCully is here in the building. Maybe Mr. Sheehan could ask him outside of the door? He is in the building.

Philip Wright, Sr., 160 Cedar Street stated, I have driven by Community Pool today. The contract for the work states that the job is supposed to be substantially complete by June 16th. It is, in my opinion, far from being substantially complete as it stands there today. There is concrete to be poured, there is a lot of work to be done yet. Can anyone tell me what is happening there?

Mayor Dickinson replied, Mr. McCully can answer that.

Henry McCully, Director of Public Works explained, the June 16th date is correct but last October we entered into an agreement with the contractor by change order to extend the contract thirty days. The contractor wanted to pave the lining of the pool with a special mix we had engineered and we decided that the weather was getting too cold and we did not want to take the chance of getting a poor job on that so we extended the contract by one month. Substantial completion will now be July 16th.

Mr. Wright stated, we had a beautiful winter and they worked there all winter.

Mr. McCully answered, we had to make that decision in October. We entered into the agreement not knowing what the weather was going to be for the rest of October so rather than take the chance, we decided that we would wait until May to have the paving done.

Mr. Wright asked, the contractor is taking advantage of the thirty day extension period?

Mr. McCully replied, he is not taking advantage of it, he had additional work to do that is occupying the additional thirty days. It took time to do the paving; they did it at the end of May.

Mr. Wright stated, it is getting kind of warm and I was hoping to see it opened by June 16th but I guess that is the saga of Community Pool.



Michael Brodinsky, 45 Valley View Drive stated, at the last meeting I asked about the status of the contract with Environmental Risk, Ltd., the consultant that is going to help the town out in analyzing the environmental impact statement from PP&L (Pennsylvania Light and Power). Is there any update that you can give us on the status of the contract, Mayor?

Mayor Dickinson replied, we are awaiting a signed contract from them and it should soon be finalized but we don't have a signed document.

Mr. Brodinsky asked, the contract has not been signed?

Mayor Dickinson answered, no.

Mr. Brodinsky stated, the Council authorized the hiring of that consultant on May 25th. That means that the contract is signed the consultant is not yet on the job doing the work, analyzing the environmental impact statement.

Mayor Dickinson replied, I don't believe they are analyzing it, they shouldn't be because there is not a contract in place and we have to be satisfied with a contract.

Mr. Brodinsky stated, the sixty day public comment period is running. I believe it began to run on June 1st, are you concerned at all that we are running out of time?

Mayor Dickinson answered, I am always concerned about running out of time, yes, but I am also conscious of the fact that without the Town's approval on a lease, nothing can go there so whether or not the time period regarding the Siting Council prior to the filing with the Siting Council runs, I believe that we still have adequate time to insist upon what ever improvements or corrections we desire either later on, if not through the Siting Council, then through the lease terms that the Town will have to negotiate with PP&L.

Mr. Brodinsky asked, what is the status of the negotiations on the lease agreement and also, what was the problem in not getting the expert lined up in time to be ready to go June 1st.? Why wasn't the expert all set to start examining that package as soon as it was dropped off on your desk on June 1st.?

Mayor Dickinson answered, lawyers have different views of what should be in the contract and the initial draft was unsatisfactory and it has been modified and that is requiring the signatures to be obtained.

Mr. Brodinsky asked, what is going to happen next? What is the next step in our sixty day period, twenty-two days of which have already gone? How much information is the public going to get? How much time is the public going to get to digest the work product of this expert?

Mayor Dickinson answered, there will be a public meeting July 19th and at that meeting Environmental Risk Ltd. we plan to have here and that would be a time for public comment and question on the proposal.

Mr. Brodinsky asked, do you think that would be enough time to absorb all of these subjects? You have air quality, you have water....you have all kinds of issues. Is one meeting going to be enough so that all questions of the Councilors can get answered, all of the concerns of the public addressed and then if there is follow-up questions or concerns to come back for another meeting for follow-up?

Mayor Dickinson answered, depending upon what happens, it is possible to have additional meetings.

Mr. Brodinsky asked, and if we run out of time, we are just out of luck and we have to pass on the sixty days and address it at the Siting Council, is that what will happen?

Mayor Dickinson answered, no, I think we can prepare documents to the Siting Council that indicate what questions we continue to have, what findings there are and maintain our status as a party in those proceedings.

Mr. Brodinsky asked, what is your projection as to when a proposed final draft of the lease agreement will be submitted to the Council for its consideration?

Mayor Dickinson answered, at this point I don't have any estimation on that. I suspect it will probably be well after the Siting Council does its work.

Mr. Brodinsky asked, how much time do you think the Council and public should have to address, debate and consider the proposed lease agreement?

Mayor Dickinson answered, as much time as we need.

**ITEM #6** Executive Session Pursuant to Section 1-200(6)(E) of the CT. General Statutes for the Purpose of Discussion of Labor Contracts - Board of Education

Motion was made by Mr. Knight to Enter Into Executive Session, seconded by Mr. Centner.

Motion was made by Mr. Knight to Enter Into Executive Session, seconded by Mr. Centner.

VOTE: Parisi was absent; all others, aye; motion duly carried.

The Council entered into executive session at 7:11 P.M.

Present in Executive Session were Dale Wilson, Asst. Superintendent of Schools; Patricia Corsetti, Chairperson, Board of Education; Mayor Dickinson and the Town Council (with the exception of Mr. Parisi.)

Motion was made by Ms. Papale to Exit the Executive Session, seconded by Mr. Farrell.

VOTE: Parisi was absent; all others, aye; motion duly carried.

The Council exited executive session at 7:43 P.M.

Motion was made by Mr. Knight to Move Agenda Item #13a Up to the Next Order of Business, seconded by Mr. Farrell.

VOTE: Parisi was absent; all others, aye; motion duly carried.

ITEM #13a. Consider and Approve the Board of Education C.I.L.U. Local #26 Labor Contract for a Term of Four Years Effective July 1, 1999 to June 30, 2003.

Motion was made by Mr. Knight to Approve the Contract, seconded by Mr. Centner.

There was no discussion on the contract from either the Council or public.

VOTE: Parisi was absent; Farrell abstained; all others, aye; motion duly carried.

ITEM #13b. Consider and Approve the Wallingford Connecticut Health Service Professional Association's (Nurses) Labor Contract for a Term of Four Years Effective July 1, 1999 to June 30, 2003

Motion was made by Mr. Knight, seconded by Mr. Farrell.

VOTE: Parisi was absent; Farrell abstained; all others, aye; motion duly carried.

ITEM #12 PUBLIC HEARING to Approve a List of Municipal Projects and Corresponding Resolution to be Submitted to the State of CT. Under the Neighborhood Assistance Program - 7:45 P.M.

Motion was made by Mr. Knight to Approve the Resolution and to Append a Copy of the List of Projects to the Minutes of This Meeting, seconded by Ms. Papale.

Mr. Knight read the resolution into the record at this time (Appendix I).

Pasquale Melillo, 15 Haller Place, Yalesville requested that the Council read the names of businesses that are included on the list.

Mr. Knight handed over his list to Mr. Melillo.

Mr. Melillo asked some general questions about the program.

Mr. Roe, Program Planner explained, the Neighborhood Assistance Act was a State statute that was approved by the legislature probably thirteen to fourteen years ago. It provided a mechanism whereby state tax dollars are diverted to not-for-profit community agencies in the community. Somehow municipalities were included in the Act to handle the processing, the solicitation of applications and the transmittal of those to the State. Beyond that we are not involved. The amount set by the agency is set by them. They, in turn, if they are put on the State list, go knocking on doors of local businesses and request them to make donations to them for these programs through the Neighborhood Assistance Act. The onus is on the agencies to line up their contributors. We don't decide. For instance, if a Meriden company decided that they were going to make a contribution and for them it was important that it be for Meriden or Wallingford, that really is not something that we would be involved in, nor would the state. My office has a list of how successful or unsuccessful agencies have been in exercising this option. In defense of the legislature, I do think they thought this was a responsible way of providing some assistance or seeing that some assistance gets provided at a local level.

Mr. Melillo stated, the Governor had millions and millions of dollars that he was going to "share" with the New England Patriots, why shouldn't they be able to donate money to these organizations?

Mr. Rys suggested that Mr. Melillo call up his state legislators to express his opinion on the matter.

Philip Wright, Sr., 160 Cedar Street referred to the Wallingford Y.M.C.A. on the list and the description "purchase of Wood Property - \$150,000" asking, what does this really mean?

Mr. Roe answered, we invite each agency to have a representative here.....

Nancy Ross, Executive Director of the Y.M.C.A. in Wallingford explained, the Y.M.C.A. is in the process of purchasing the Wood property. The use of the property would be for expanded camp purposes and expanded child care purposes and for youth sports activities. This request is to help fund the purchase of the property which is \$450,000. The Y.M.C.A. is entering a capital campaign within the next year to raise funds to help pay this off and to renovate the facility.

Mr. Wright asked, what does this \$150,000 do?

Ms. Ross answered, it would immediately help pay for the mortgage, the purchase of the property.

Mr. Wright asked, is the Wood property the entire piece from.....

Ms. Ross answered, it is 2.7 acres and is located between Ward & Wallace Street. It includes the attorney's building, the masonry building and the building that is now Cerebral Palsy and a number of units that are trailer-like.

Mr. Wright asked, have you already signed the contract?

Ms. Ross answered, we are in the process. We are hoping to wrap it up in the very near future. Our facility is only 42,000 sq. ft. and were are unable to serve the number of families and children that need our services.

Mr. Wright stated, it is a wise purchase.

Mr. Knight stated, this list is a "wish list" if I may term it as such by these organizations asking in hopes that there will be some participation. The amount of money that is allocated is limited.

Mr. Roe explained, on a state-wide basis I believe the amount is \$2 million.

Mr. Knight stated, there is a good \$2 million of requests on the list in front of us, never mind state-wide. The entire pot is but \$2 million. It gets cut pretty thin but if you don't ask, you don't get and that is why these organizations make out these grants. It is anything but a gift. It is very difficult to get fully-funded any of these grants.

Mr. Roe added, for the most part the agencies and their programs end up on the approved list. Their ability to "shake the money tree" is very competitive.

Mr. Farrell noted that he will be abstaining from the vote due to his involvement with the Center Street Cemetery Association and the Wlfd. Historic Preservation Trust which are applicants of the program. He explained that the Neighborhood Assistance Program is not really a grant but a tax credit that a business could take for having given the donation. Lest you think that dollars flow immediately, they require a lot of footwork from the organization.

VOTE: Parisi was absent; Farrell abstained, all others, aye; motion duly carried.

ITEM #7 Remove from the Table to Consider and Approve a Request to Approve the Proposed Name of "Argyle Road" for a New Road in the Fairlawn Farms Phase IX Subdivision as Requested by Atty. Joan Molloy on Behalf of Ravenswood Company, LLC.

Motion was made by Mr. Knight to Remove the Item From the Table, seconded by Ms. Papale.

VOTE TO REMOVE FROM TABLE: Parisi was absent; all others, aye; motion duly carried.

Mr. Farrell stated, a while back the Town Council adopted a list of street names for the Town. A list that developers could pick a name off of. One of the reasons for doing that was, in naming streets in town, if we did not use the opportunity we were missing the opportunity to honor people who had done things for the Town. The Town Council came up with a long list, a wide variety of names. This was not one of the names on the list. One of the names that was on our list and it is a living person, and I always think there is something gained from honoring a living person who has the chance during life to enjoy the bestowed honor. One of the names on the list was Albert Killen who was a past Council Chairman, past member of the Council who is active in a wide variety of organizations from Public Celebrations to Holy Trinity Church to Preservation Trust; you name it, "Bert" has been involved in it and has led it. I would much prefer and I am going to make a motion to:

Amend the Motion to Designate the Road be Named "Killen Road" in Recognition of Albert "Bert" Killen for his Contribution of Personal Time to Serve the Community for Many Years, seconded by Mr. Centner.

Mr. Zappala concurred with Mr. Farrell. He stated, it would be a good gesture on the part of the Council. It is the wish of the Council that street names be taken from the list. He hoped the amendment would be passed.

Mr. Zandri asked, why is this request coming forward from the developer, there must have been a reason why they wanted this name?

Atty. Molloy replied, a couple of years ago the issue of road names was raised by the Council and historically, when developers came in with a subdivision they had picked names and recorded their subdivision maps and when it came time for the roads to be accepted, it came before the Council. At that point the Council felt that they were "stuck" with the road names because frequently all of the houses were already occupied and the residents had their mailing addresses on their checks and the Council did not want to create a disruption. In the last couple of years it has been encouraged that the developers come in to the Council early. I know Mr. Farrell has a list but I don't think it is widely distributed. I could be wrong, I don't work in the Planning Office. Never have I, as part of an application process, been handed an exact list that says, when you pick your names, choose from it. I have represented other applicants and I think I have seen the list although I am not sure we are talking about the same list. I know there have been road names that have been approved that are not on that list. In this particular case my client is a businessman and he hires marketing people to try and help them figure out how he can best market his property. There are two roads in this phase of the subdivision, one is an extension of an existing road so the name will continue and there is one other name. As a businessman trying to determine what sells, quite honestly, this was one of the possibilities and it was the name he had selected. From his perspective he got his approval in December from the P&Z Commission and in order to start work it is necessary for him to record his map and post his bond which he has done because he is out there working. It doesn't mean that a new map can't be recorded but having represented developers who have changed names of roads, I do know that you do run into some confusion because you have multiple maps on the land records with multiple names. It can create some confusion on the part of appraisers, potential property owners because if people look up the wrong map, they have the wrong name and there is some confusion. How do we accomplish everything in a coordinated fashion? I am not entirely sure. No developer wants to come in and get a road approval name before he has a subdivision approval.

Mr. Zandri stated, short of some potential confusion, do you anticipate any objection from the developer over a changed name from what he requested?

Atty. Molloy replied, I would prefer to be given the opportunity....if there is a list of names, no disrespect for Mr. Killen, I have the same respect all of you (Council) do for him but, if there is a preferred list of names, I would like to make sure he has the opportunity to at least look at it to see if he could come up with a different....which one he would like. It is his subdivision and I don't mean to show any disrespect...

Mr. Rys interjected, I have been advised by our Council Secretary that the list was given to Planning & Zoning and they do have it on file downstairs. Maybe they did not give it to you or maybe you didn't ask for it or know about it.

Atty. Molloy answered, I know there is a list. All I am saying is that, as a normal part of the application process, I have never received as part of the response from the departments....if, in fact, you want each developer to know that this is the only choices that are available, then it should be given out to the developers at the time of application to indicate to them that the names on the list are their only choices. I think I have a copy of a list but I don't know if it is the same list that Mr. Farrell is referring to. I think it was a draft list. I am not trying to be critical of anyone; it is probably a non-issue in most cases.

Ms. Papale stated, if it is sort of written in stone that the developer has Argyle Road on all his maps and stationary, I think we have to go about this a different way. I understand what Mr. Farrell is saying because we voted on that. I thought it was written somewhere that a developer would have to pick a name from the list but I guess the developers are not aware of this. We have to figure out how to make sure the developers are aware of it; should it come from our Planning and Zoning Office, should it come from the Attorneys that represent them? There has to be a way they are made familiar of our request. I will suggest for the future that if we could let this one go this time and make sure that next time a road is named, that they go by the list. I think we would all agree that we would like to have Mr. Killen's name as a first preference. I think we are putting the developer in a situation; he not know about it.

Atty. Molloy stated, I know about the list and I have told clients about the list but I can also tell you that I do know that just within the last month this Council had approved a road name that I don't believe is on that list. To me there is no absoluteness about the list. I always understood it to be a suggested list and if an individual came in and had a road name and there was no objection.....speaking not for the Council but it is my understanding that in terms of the police and fire department, public safety-related reasons, there is no objection to the name. This Council has chosen to approve other names. If you are going to make it an absolute list.....

Ms. Papale stated, it has to be brought to the attention of every developer so that it does not happen again. I want to make it very clear that I want to see a street named for Albert "Bert" Killen, I think it would be a wonderful idea.

Atty. Molloy added, a lot of the property owners try to select the names for the roads.

Ms. Papale stated, seriously, by naming the road a certain name like "Argyle Road", it will sell houses?

Atty. Molloy replied, I am not in the business of marketing. Look at most automobile model names; I can't figure out why someone would pick that model name but they say it sells.



Mr. Rys asked, did you say you have a land map with this road name on it already?

Atty. Molloy answered, yes, when the subdivision was approved, the name that was shown at the time it went through the subdivision process was "Argyle Road". You are supposed to file that map within ninety (90) days of your approval. You can request an extension, two ninety day extensions. But when you want to go in and do work on the project, the Town will not let you commence work unless you post your bond and file your map and do some other things. If the developer wants to start work in the beginning of Spring, as this one did, he was obligated as part of the necessary steps to do that, to file a map and that is what he did. The map that he filed was approved by the Planning & Zoning Commission which showed the name, "Argyle Road".

Discussion ensued with regards to the Council's list of proposed street names, the release of the list, the location of it and when it was first obtained by Atty. Molloy.

Mr. Zappala felt it was not that big a deal to change the map.

Mr. Farrell stated, as the liaison between the Council and Planning & Zoning Commission, the Council has sort of been told that it is up to the Council to do this. We have made the list available and I don't know what great lengths the P&Z Commission staff wants to go through to put that out. I think certainly I have heard plenty of feedback from developers that they are aware of the list.

Atty. Molloy reiterated her opinion that if the Council is making it an absolute list, that is not clearly understood by the public. She stated, if this Council views it as an absolute list and those are the only choices, that needs to be clarified. As I indicated, just last month the Council approved a road for another subdivision and based on the list that I have, that name is not on there. It has not been an absolute list; the developers know it is a proposed list and maybe you're safer to pick a name from that list but there isn't necessarily a guarantee that you will get turned down if you pick another name.

Mr. Farrell stated, my understanding of previous names that were not on the list that got approved is that the developer provided a rationale of how it was related to the Town of Wallingford. I may have misunderstood the conversation but my understanding was that Mr. Parisi did have a conversation before the meeting requesting something more locally appropriate and was basically turned down.

Atty. Molloy replied, my client, at this point, believes that since he had recorded the map it was his reference. In light of the fact that there was no objection from a public safety point of view.....

Mr. Farrell commented, I don't know.....I look at the word "Argyle", I've got it here on a sign (displays a sign with the word "Argyle" on it) which shows this is how it is correctly spelled. I am not sure that everyone would assume that is the correct spelling. There is two alternate spellings that

are totally different from that; you have "Ourguyle" and even better, you have "Ourguile". I don't know, if I have to spell that if I was on the phone with 9-1-1, would I be able to spell "Argyle" correctly?

Atty. Molly replied, my understanding of the review of public health and safety is, the police and fire department determine whether or not there is a conflict. That is the only way I understood the review is done, not whether or not the potential 9-1-1 callers could spell the name.

Mr. Farrell stated, I think it is too exotic for the Town of Wallingford.

Atty. Molloy stated, if the Council does not like the name, I am simply requesting that if there is a specific list that you want my client to pick from that he be given the opportunity to review that list. If it is available in the Planning Office, I will go get a copy and give it to him.

Ms. Papale asked, can the map be changed?

Atty. Molloy replied, yes.

Ms. Papale asked, are we going to let the developer pick a name from the list or are you going to suggest it?

Mr. Renda stated, we should all get a copy of this list of street names. I would like to have it reviewed; if it has to be changed, we change it. In the future we do not want it to happen again. With regards to naming the street after Bert Killen, I have known him a number of years and you could not pick a better person.

Mr. Knight stated, when we brought this up about a year or two ago, it passed this Council as a recommendation that we establish a list and the list be used. Sometimes habits are hard to change and maybe this is the time we are going to establish a new pattern and perhaps some of the habits the developers may have with regards to naming roads might change. They might approach or through their attorneys, prior to going out and having other hearings before other bodies and get it taken care of. I suspect that this may set enough of a precedent or example that we will have a different pattern by which these roads are named in the future.

Atty. Molloy replied, I don't think any developer wants to come in to the Council and request a name approval until they know their project is approved. Depending on the timing of when the project is approved, they may want to start construction as soon as the fifteen day appeal period is over. You are talking about a twenty-one day window of opportunity. If you are in prime season and they get their approval on a Monday night, it is published on Friday or Saturday. If they want to wait fifteen

days that following week they want to close and have their shovel in the ground and that is a timing issue. They take a risk, potentially, if they choose not to do it but at the same time why tie up a name that somebody else might legitimately pick and tie it to a project that doesn't get approval. There is a certain logic to not trying to pursue it until you know your project will be accepted by the P&Z Commission, the Wetlands Commission.....

Mr. Knight stated, it is a pretty simple step, naming the road. It is not a big ticket item. It is spending a few minutes with a list or even informally through their attorney....running a few names up the flagpole so to speak with the Town Council with the understanding that our approval is irrelevant if the P&Z and Inland Wetlands Commissions don't approve the subdivision. What we have to say about the names of the streets is moot; there ain't gonna be no streets. All I am saying is, perhaps it just makes them a little more aware that there is interest in this community for street names.

Mr. Centner concurred with Mr. Knight. He stated, the Ravenswood Company is a rather developer of the Town and, as a matter of fact, thirteen years ago they built my house up in Strathmore Farms. I was known as Lot 32 Strathmore Farms and my electric bill still says "Lot 32". I didn't even know what kind of a street name I was even going to have until the paving started. I think the developers are aware of what we put in place a couple of years ago and they have been working on that development up there for years now.

Atty. Molloy answered, there have also been some changes in what information P&Z requires on maps because of the very experience you had.

Mr. Centner commented, a number of hours and a great deal of effort was spent on formulating the list and I, myself, said that some of the names on the list I could not pronounce myself but they are germane and they have roots in Town. The list has been available. Our Council has been more proactive in this aspect of government. In addition to the name selection this Council is also reviewing the actual roads before we approve the road by condition they are in. We have rejected a number of roads because they were not in satisfactory condition. Maybe previous Councils didn't do that kind of interaction but we are. I agree with Mr. Knight, this may spark a change that this approval point at the Council level is not just a wave through.....we actually look at it and want to be satisfied that the remaining roads that go in suit what we have planned for the Town in terms of development.

Mr. Rys stated, I have spent a few years working with Mr. Killen who is a tough cookie. I disagreed with him several times; I agreed with him a few times; I think the man is deserving of a road....he has spent his time with the Recreation Department, the Red Cross and I would be more than willing to support Mr. Farrell's amendment.

Wes Lube, 15 Montowese Trail stated, the intent of Mr. Farrell's motion and the support of the Council is well-intentioned but the point you are missing is the fact that although you have a definite objection in mind, the carrying out (of it) has not been well thought out. The point Atty. Molloy is making is, by the time it gets to your agenda, it is really too late. There are other steps that precede the Council that you are not providing for. We could have developers come into Wallingford with out of town attorneys, engineers and real estate agents who are completely unaware of the existence of this list. You have to anticipate that. There has to be someone in the Town Hall who will automatically hand them that list. I think that is the point that Atty. Molloy is making. I think you should give that some more thought and discuss it with P&Z as to how you might carry it out on a cooperative basis.

Mr. Farrell stated, I can almost recall Ms. Bush at one of the Council/P&Z Liaison meetings affirmatively saying that she was handing out the list. I am not saying that Atty. Molloy is incorrect but I recall that there were at least three liaison meetings on this issue that Ms. Bush affirmatively made a commitment to hand out the list.

Reginald Knight, 21 Audette Drive stated, I don't think there is another Town in Connecticut that has a situation like "Ridge". We have 1st, 2nd, 3rd, 4th, 10th (Ridge); we have Ridgeway, Ridgecross, Ridgeview, etc., etc. You can see where a stranger coming into town asking for directions to a street that has something to do with the word "Ridge" and God knows where you would send them. On the other side of the coin, I think the list should be a suggested list, not an absolute list. The people who are going to live on that street or road should have some say in the name of the road. Someone the Council may think is a jolly good fellow, someone else may think something differently. No disrespect to Mr. Farrell but I cannot understand why you would have a problem with the word "Argyle". I was born close to Argyle Street, I could go up the mountain and look across to Scotland and Argyle was not too far away. Quite a few regiments came out of Argyle, the Argyle and Southington Light Infantry, for instance and many an American golfer has worn argyle socks and sweaters. It is a well-known word and I don't think you are going to get any of those fancy spellings you had, with all due respect. I think the people who live on the street should have some say and the list should be suggested, not absolute. If the name is not offensive or confusing with some already existing street, then I don't think there should be any problem with letting them name the street. If a fireman or policeman cannot spell Argyle correctly, then he is in the wrong job.

NOTE ON AMENDMENT: Parisi was absent; all ayes; motion duly carried.

ITEM #8a Report Out by the Town Attorney, Discussion and Possible Action on the Garden Road Buy-Out Agreement as Requested by Councilor Geno J. Zandri, Jr.

Mr. Zandri requested an update on the status of the progress being made as far as the State portion of the Garden Road buy-out.

Atty. Janis Small explained, the Bond Commission is not meeting in June, they are meeting in July and we have been told two different dates; the 19th which is a Monday, they normally meet on Fridays, we were also told the 23rd; the Mayor was told the 23rd yesterday so I am not certain what the actual date is. We have answered what ever questions O.P.M. (Office of Policy and Management) has asked us. We have informed them that if they had the need for any additional information, we would be more than happy to give it to them. The Mayor has confirmed with the Commissioner of D.E.P. that this is still a priority project that the D.E.P. fully supports so we are still at the point of waiting for the Bond Commission to act.

Mr. Zandri stated, we have been guaranteed before that this was going to be brought before the Bond Commission and then it was delayed, moved to another month; what guarantees do we have that this is going to happen in July?

Atty. Small replied, we were never guaranteed anything. We were told by the D.E.P. when they were going to submit it to the Bond Commission and they did do it at that time. They told me, based upon their experience, they did not think at that time there would be any problem with it. There was a month, maybe March, when none of the projects that D.E.P. submitted were approved. The following month only one of their projects was approved, creating a list of about eighteen projects, projects the D.E.P. was seeking to have the Bond Commission approve. The Garden Road is identified as a priority project and continues to be. I have no guarantees. It is not up to D.E.P. as to whether or not it gets on the agenda but we have answered what ever questions have been asked of us by O.P.M. and we have not been told no. We are hopeful that it will be on the July agenda.

Mr. Zandri asked, this is still up in the air? We don't have any confirmation that this is going to move forward in July other than potentially?

Atty. Small responded, they will not give you any confirmation. It does not appear to be how that works.

Mr. Zandri asked, is it possible for the Town to front this money and get these people paid off and out of there in a timely manner so that they can move on with their lives and, in turn, have the Town wait until the State process takes its course?

Atty. Small answered, no, the Town cannot spend a dime until the Bond Commission has acted and the Attorney General has approved the contract which I have on the agenda tonight. If you spend the money before that time you do not get reimbursed for those funds. That is how the State program

works. We are not able to do that. That is why I ask that the contract that the state has given me for this project be reviewed by you (Council) and approved by you tonight so I can tell the State that we are fine with the contract. I have asked for them to indicate that if I tell them that the Town has said the contract is O.K. will the Attorney General's Office look at it now? I have not gotten an answer to that and I don't expect the answer would probably be yes. But by taking care of this contract now, if the Bond Commission were to act in July then it would be immediately ready for the Attorney General's Office to approve and the Judge who has been overseeing this case said that perhaps she could assist us in having the Attorney General's Office act timely if there seems to be any kind of a delay on their part. That is why I ask that we approve this contract now so that will be done and out of the way and will not be an issue when the Bond Commission does act.

Mr. Zandri asked, why is this contract coming up before us just now? We solicited to the State a couple of months back for this process? Why wasn't this done then?

Atty. Small answered, I got the contract and then I raised issues about it. I wanted changes to it that I was not successful in getting. That is the reason. I will go over what I want the Council to be aware of what concerns I have about that. This is their contract and the things I sought to change, I could not get changed.

Mr. Zandri asked, the total dollars for this buy-out also includes demolition costs and other costs associated with that? Is it possible for the Town to spend its share of the money now?

Atty. Small answered, no it is not. Not if you want to get reimbursed one-third by the State.

Mr. Zandri asked, no money at all, either Town side, can be spent until the State finalizes this agreement?

Atty. Small answered, not if you want to be reimbursed, that is correct.

Mr. Zandri stated, there is two pots of money here.

Atty. Small answered, I understand that Geno. It is not my rule. It is a State rule. That is what we have been told, you cannot spend a dime until such time as they have approved it if you expect to get reimbursement from them.

Mr. Zandri replied, that does not make sense to me. I can understand them maybe not wanting you to spend their share of it but if we have "X" amount of dollars that we have definitely committed to this project and we already have all that paperwork in.

Atty. Small answered, I am not going to try and rationalize what the State requirements are but we were told up front that that was a State requirement. Perhaps they had concerns about a project moving forward until all the "i's" are dotted and the "t's" have been crossed and that they have, in fact, committed to the project financially and legally. I imagine that is where that concern comes from. I believe that is pretty standard with any type of project that the State has where they are going to just give you a reimbursement of a portion of the cost. I don't think that is unusual from their perspective.

Mr. Zandri asked, in other words we don't have any commitment from the State that they are even going to go along with this?

Atty. Small asked, from what part of the State? I can't speak for the Bond Commission, they will make their decision. The D.E.P. continues....I think it was last week that the Mayor confirmed, yet again, from the Commissioner that this was a project they were very much interested in doing and it was a priority project for them. This is consistent with both the D.E.P. philosophy and the federal philosophy of instead of creating structural solutions to these types of problems, that if they can't remove people from that situation. So it is consistent with their philosophy. It is a project that they fully support and I can't tell you how the Bond Commission works and why it works the way it does.

Mr. Zandri stated, the reason it concerns me is that we have all these residents in limbo, they were practically promised that this thing was going to move along.....there was going to be no problem, it was going to move along in a timely manner. I am sure they all want to get relocated before the school session starts in the Fall; their families relocated over the summer months and from the looks of things that is not going to happen. What is going to happen is, their lives are going to be disrupted right in the middle of the school session. I was trying to look for any possible way that we could accommodate these people; again, my idea of potentially fronting the money in anticipation that the state is going to go along with this and we could then work out the dollars with the State at a later time. It is unfortunate that we have such strict guidelines that we have to follow.....who ends up suffering but the residents on that road.

Atty. Small replied, we have, in our communications and the Mayor's communications, attempted to stress the human element of this project. Young families, young children, school-aged, in the desire that this thing be completed over the summer months. That has been communicated on several occasions to those in power; that that is an element of this project that perhaps does not exist with some of the other projects that is being considered. We asked that be taken into consideration in deciding when something goes on a particular agenda. I understand perfectly that they want to resolve this thing over the summer months. We did try to stress that.

Mayor Dickinson added, as indicated, I have spoken with both the D.E.P. Commissioner and one of the chiefs-of-staff in the Governor's Office. We had conversations that were well-represented by the Town Attorney. It is a proposal from D.E.P., it is not a proposal from the Town of Wallingford. The D.E.P. is an agency that reports to the Governor. They are fully aware of everything but it is not a system that responds well to severe pressure. If we can.....they are aware of it, D.E.P. is continuing to make it a priority. There is nothing that I am aware of right now that a question is being asked that hasn't been answered. I think we have to give the process a chance to work. I agree with you that, on the human side of it, it creates real difficulty. That has been communicated but, once again, it is a discretionary act on the part of the Bonding Commission. You have several individuals, all of whom have to work in concert.

Mr. Zandri stated, we have some State Representatives here tonight and maybe they can add to what has been said.

Mr. Rys stated that he would prefer that the Council ask questions first before we go out to them.

Mr. Zandri repeated, I was just trying to see if there was any way that we could expedite some dollars here. It appears as though we can't do that; it is really too bad we can't.

Mr. Centner stated, based on the fact that in discussing Item #8a, we keep referring to Item #8b and the cost-sharing contract and the fact that many of the people from Garden Road are here, I think it might be expeditious that we move up Item #8b and vote it to give the people who are here an indication of where we are coming from and might change the perspective of the people who will come to the microphone even.

Motion was made by Mr. Centner to Move Agenda Item #8b Up to the Next Order of Business, seconded by Mr. Knight.

Mr. Zandri stated, I would like to get some input from the State Representatives on this.....

Mr. Rys replied, we can still have input.

Mr. Zandri stated, I was not objecting to Item #8b being moved and voted on, I just wanted to see if there was any way to front some dollars here.

VOTE: Parisi was absent; all others, aye; motion duly carried.

ITEM #8b Consider and Approve a Cost-Sharing Contract Between the Town of Wallingford and State of Connecticut with Respect to Garden Road - Town Attorney



Motion was made by Mr. Knight to Approve the Cost-Sharing Contract and to Append a Copy of it to the Minutes of the Meeting, seconded by Mr. Farrell.

Mr. Knight read part of the agreement into the record (Appendix II).

Ms. Papale asked Atty. Small to tell the Council what parts of the contract she did and didn't approve of.

Atty. Small answered, there are two issues I want to bring to your attention; the contract has a determination clause in it. When I first got the draft it raised concerns with me and I had spoken to the D.E.P. regarding that provision which is a standard provision of their contracts. My concern is, once you say yes to this, I don't want you to have the ability to terminate this agreement. Their response to that is, the dollars that the Bond Commission votes on are all the dollars they are committed to give, are all the dollars they can contractually commit to give and the termination clause is in there to protect them if, in fact, that estimate is proved not to be accurate. That is why the state is insistent upon having that termination clause in there and I was assured that they haven't terminated such projects once they fund it and commit to doing it. That is a provision of the contract that did raise some concerns with me. The funding of this project from the state comes from a specific D.E.P. account and the \$723,276.00 is all that is left in that account; that is what the D.E.P. is requesting and if the Bond Commission says yes, that is all the money the D.E.P. is getting. That amount is \$72,000+ short of the full potential exposure of the state's share of the costs. You might recall that when you approved the bond.....first of all you bonded the full dollar amount; we are spending the money and then you get reimbursed by the state, one-third of that. In that included estimates for demolition costs and estimates for the mortgage differential program which is part of the state package. We discussed when we approved it, and the state agrees, that we do not expect to use the full exposure on the mortgage differential which is about \$270,000. So when they arrived at their share, they took into consideration one, that they would not have the complete exposure on that but they did that because that is all the money they have, \$743,000+. This project will deplete that account. The bottom line is, if in the worst case scenario, we had to pay the full mortgage differential, which no one expects but I am not going to guarantee you it doesn't happen, but it is not expected, we would end up eating that portion of the state's share on that. We would not get reimbursed for \$2,311.00 because that is all the money the D.E.P. has for this project. We fully bonded all of it and no one expects that to happen but that is a potential risk with them. That is why the numbers in this contract are geared to that \$723,000 being the only money that they have.

Mayor Dickinson stated, in other words, the actual money, the total that we are exposed for, is more than what the contract says.

Mr. Rys answered, we understand.

Atty. Small continued, those are concerns that I had. The determination is something that the Town is going to have to live with because by conversations the state is not going to give that up. I understand their position that once.....they can only be authorized, but can't spend a dime or commit to spend a dime more than what is authorized by Bond Commission and that is the protection of that contract. The purpose of putting it on the agenda is, if we are satisfied with it, although I don't think the Attorney General's Office will act upon it before the Bond Commission. One, we can make the attempt, I have already asked but have not gotten a response back yet as to whether or not that would be possible. But, at the very least, it would shorten the amount of time needed after the Bond Commission has acted for the Attorney General's Office to approve it. And the judge who has been overseeing this case indicated that perhaps she could be of assistance to us once it has been approved by the Bond Commission in getting the Attorney General's Office to act in a timely manner. She, of course, has no control over the Bond Commission.

Mr. Rys asked if any of the State legislators wished to speak on the matter at this time.

State Representative Mary Mushinsky, 85th District stated, I have no other information for you other than I was turned down for another meeting with O.P.M. (Office of Policy and Management). They said they feel they know this project intimately. They feel there is nothing more I can bring them. What I am doing now is waiting for a call back from the Governor's Office, I am going to try once more to talk to the person in the Governor's Office who I have the best rapport with and I believe Brian has targeted a second person at the Governor's Office. We don't have any more information than you have. The Governor sets the agenda for Bond Commission until he releases this item for the agenda, it will not be on the agenda. The D.E.P. told me this was one of their top three priority projects. They keep sending it over.

Mr. Rys asked, the State Representatives from Wallingford and I believe Cheshire, they are not here right now, have been putting some pressure, as much pressure as you can?

Ms. Mushinsky replied, as the Mayor has said, it is unclear whether the more frequent we call, it is helping or hindering but we are, on a regular basis, touching base with them. Senator McDermott will tell you the same story.

Mayor Dickinson stated, at this point I would caution about too-frequent calling.

Senator Brian McDermott commented, I might have a little bit different.....not to have Mary or the Mayor speak for me on that regard; part of getting money from the State Bonding Commission is about pressure. You can ask Bob Kraft (New England Patriots Owner) about that or you can ask

any of the other projects that we fund in Hartford. There is a certain amount of pressure that goes on about getting money from the Bond Commission. It does not hurt to ask for money, that is what we do in Hartford; we compromise a lot, we work with different projects and we try to prioritize things. There are quite a few projects that are in the pipeline funding that never get funded and pressure is exactly what is needed. I would not be afraid to back off on pressure. It is an important issue for the constituents in this town and for us, as elected representatives, to say that we can't pressure another body of government is ridiculous. That is what we are here to do and that is what our job is to do, is to pressure and to be sure that our constituents are heard. I will continue to put as much pressure as I can on the Governor's Office and the O.P.M. to make sure that our constituents voices are heard on this. I encourage the Mayor to do the same thing as the executive branch of the Town of Wallingford to the executive branch of the State of Connecticut. It would behoove him to continue to add more pressure to get this thing done. Part of the problem with the issue is, this is not typical of a typical bonding transaction. This is a result of a lawsuit that has been settled between neighbors of a community and the Town of Wallingford and the State of Connecticut is putting in a third share of this. Let's just remember and reflect back on this whole situation and what started it. The federal government has some responsibility because the maps were wrong; the Town of Wallingford might have some issue with the Planning & Zoning Commission not looking at their maps correctly, that has been debated back and forth in court, but the State of Connecticut has nothing to do with what happened down there and this problem. We were not at fault in any way for what happened to Garden Road residents. We are trying to see what kind of solution we can have that is going to have an affect on the whole river. In other words, if the solution was to put a dike there, how would that affect the river downstream? That is how the State is involved in this process. The O.P.M. or the State of Connecticut is not a candy store or Santa Clause where they just give out buckets of money because people come and ask for it. There is a process to go through for that to happen. The State of Connecticut is looking at us, as their legislators, and saying, "we really never had an issue in this; this was not our fight; it was not our fault. Yes, we feel bad for the people that this has happened to them" but this is a settlement that has come about by seven years, by the federal government and the Town of Wallingford through the court system with the neighbors and the State of Connecticut has agreed to pay one-third of the share, the D.E.P. has agreed to pay one-third of the share because of its affect on downstream areas. Another issue that Geno raised, "can the Town of Wallingford pay for this in its entirety?" It is true that the Town will not be able to be reimbursed by the State if they pay for it in its entirety. That does not mean that the Town council not or can not pay for it in its entirety. Of course, the Town could pay for this in its entirety if they so choose. It is considered to be a parcel of open space. This is something, Garden Road, will probably be used, once the property is taken back to be used for the Linear Trail. It is a classic example of open space. So you have voted on all kinds of issues in the past in the Town of Wallingford for open space issues, could this be a case where the Town of Wallingford could fund the whole project, resolve this years ago and had open space for use in the Town of Wallingford for all of its residents? Absolutely. The Town of Wallingford has always had the discretion to buy this parcel outright from day one. With regard to why we can't reimburse

the Town when this happens; if the Town were to pay it all up front and the State reimburse it, because this is an atypical project, most of the projects that we would fund this from typically would come from some kind of some kind of natural disaster, hurricane or tornado, a massive flood that has an impact on residents downstream or it could really affect other parts or have an impact on the State of Connecticut that we want to make sure that we are working in cooperation with the Town and the State is working together. That is why the statute is put together that in some cases towns have put their own money up front, they have not done it to the best way of the State's interest and the State refused to pay and the town was stuck with the whole bill. So we changed the statutes to make sure that the state and towns are working together to make sure that no monies are expended until all of the "i's" are dotted and the "t's" are crossed and everyone is on the same page. I believe, and I am crossing my fingers, because I am as tired of this as I know all of you are and especially the residents are tired of this. If this finally gets approved on the July 19th or July 23rd meeting of the O.P.M. and the Bond Commission, I think it is going to be in our best interest to continue to add pressure.

Zandri explained, my point of having the Town front the money was not to have the Town pay for this entirely. I was trying to accomplish expediting this to get the residents squared away and then we would wait for that reimbursement but obviously that cannot happen because of the restrictions by the state's policy.

Senator McDermott commented, the statute prohibits it, yes.

Mr. Zandri continued, I was not clear on that and that is why I made this recommendation.

Senator McDermott added, there are very good reasons why the state prohibits that and this case is not a typical case to come before the Bond Commission; a lawsuit that was settled between residents, in the town and the federal government and the state. This is atypical of how this kind of process works and why that statute was put in place but nonetheless that statute does affect this. It would be nice if we could reimburse the Town because this is just a simple settlement to move the people out and condemn the properties. There is not going to be any major improvements as far as a dike going there or any other kind of improvement. It is just to remove the structures that are there, remove the road and put it back to its natural state. It would make sense, typically, to do this...front the money, but the statute prohibits it.

Mr. Knight asked, you made reference to the fact that this is not a D.E.P. project that the State, in terms of their legal liability, there is no legal liability that the State has had but maybe you can explain to me why the State D.E.P. has been literally chairing almost every meeting of the public meeting where this has been discussed? I am a little confused as to why the State, you're saying the State really isn't involved but everything that I have ever read or seen, the State D.E.P. has been up to their neck in this project?

Senator McDermott replied, my intention behind what I was saying earlier was, the State had no fault in the problem. The State definitely wants to or has to be a part of the solution to this. But they have absolutely zero fault in the problem. That has been well-documented. It was the federal maps that were wrong and then through the Planning & Zoning Commission, that has been the argument and I am not going to litigate the issue. There could be a case made that the Town might have had some liability back earlier, knowing from the maps that that is a flood prone area, what ever. I will not try to get into those issues but clearly the State had nothing to do with the application of being approved or with the federal maps, the way they were. Where they are involved in it now, why they have to be involved, why they want to be involved is that any solution that takes place will affect the river downstream so they want to make sure that what ever remedy is done, they are a part of and it is not going to have a negative affect downstream.

Mr. Knight asked, so from day one they have been involved, they have wanted to be involved, it has been talked about by the D.E.P. for years that this was an important project of theirs. I think it is important for all of us to understand that we are not waiving under a misconception. The State has always been interested in this project and retains their interest.

Senator McDermott replied, absolutely. The State is very concerned about the health and welfare of the people who are there but they are also concerned about the environmental impact as well.

Atty. Small stated, I don't view the D.E.P.'s involvement in this project as being on the tail-end of a settlement of litigation. This is a project that they view to be consistent with their philosophy of solving flooding issues, not settlement of litigation. I don't think they view it that way at all. That is why it has been pushed forward as a D.E.P. project. They view this as being an issue of concern from a flooding standpoint, a state flooding issue, and that this is a buy-out as an appropriate remedy to the situation. I kind of disagree with this and follow what Mr. Knight said, the D.E.P.....it is not, they are approving something that was settled in court. I don't know if that is what you mean but that is how I am interpreting what you are saying. I think this is a D.E.P. project, they are very much in favor of it and they view it to be consistent with the type of action they would take; it is unique in terms of it being a buy-out. Although when we talked about doing that and we talked about how it would be perceived, I was assured there is some precedent for doing that although it doesn't happen often but I don't agree that the D.E.P. involvement is because it is a litigation matter.

Senator McDermott agreed stating, you're right, the state is not involving because it is a litigation issue, if it were strictly a litigation issue the state would not be involved at all. It is a case of a flooding situation. My point being, the state had no right of refusal or approval in placing houses in that flood plain.

Atty. Small stated, I didn't accuse the state of doing anything.

Senator McDermott replied, no one has accused the state of doing anything but the state is coming up with one-third of the money to pay for it as part of a remedy to the situation. If there were no houses there the state would not be coming up with any money. It is not the state's fault; the state had absolutely zero right of approval or refusal to place structures on that flood plain but yet the state is willing to come up with a third of the money to remedy the situation and to make sure that there is no negative impact on the environment or wetlands downstream or upstream for that matter. It is a unique situation.....but again, I will stress that we need to put pressure on the state on behalf of all of our constituents.

Mr. Rys commented, when you mentioned "candy store" and the State of Connecticut, I think we can look back and look towards the future and I know that some legislators did not vote for some of these projects and I am not accusing you or any of our representatives, but when you take into consideration the Patriots' stadium went through real quick, Adriane's Landing is now being considered, a UCONN stadium I think, but basically we need to try and prioritize. I don't know if the state has the same mechanism as the Town of Wallingford when they have problems from one account to another, transfers can be made. But if they run out of the \$723,000 prior to this project being approved, does the state have any coffers that they can transfer money into this account or am I completely out of line asking this question?

Senator McDermott replied, I was not clear on the points of the contract because I have not seen it but.....

Mayor Dickinson answered, I think, at this point, it is inappropriate for us to be discussing other state actions, their merits. What we are requesting is that a project of considerable priority be approved that affects residents in the Town of Wallingford. If legislators, if state officials feel that other projects are of merit and they approve them, we are not rendering any judgment on those issues at this time nor do we want anyone to think that we had issue with them on anything else. All we are asking is that we receive favorable treatment regarding the Garden Road project.

Mr. Rys answered, I understand that but I would like to see it move as quickly as possible.

Senator McDermott stated, all projects take quite a while to come through; nothing happens overnight.

Mr. Farrell thanked Senator McDermott and the Town's four State Representatives, Mary Mushinsky; Mary Fritz, Jim Abrams and Al Aldinolfi who have all been working on this. A lot of the

work they do behind the scenes they don't get credit for but I know it is happening. They should be thanked for that.

Wes Lube, 15 Montowese Trail asked, the contract that has been referred to, is this not a negotiated settlement agreement between the Town and owners of Garden Road property?

Atty. Small answered, the contract referred to is a contract between the Town and the State for the state's participation in paying one-third of the cost; not the agreement with the residents.

Mr. Lube asked, wasn't the agreement with the residents a negotiated agreement and is that still in effect?

Atty. Small answered, yes.

Mr. Lube stated, I thought we had a June 15th expiration date?

Atty. Small replied, the agreement does not expire June 15th. The agreement calls for, if the closing of the houses did not occur by June 15th that the Town and residents would re-negotiate the length of time they could remain in the properties after the closings. The agreement calls for the residents to vacate October 31st or November 1st. That date would be adjusted if the closings did not occur by June 15th. Those people who wanted more time to remain in that residence until they find something else and get settled in, we would re-negotiate that date.

Mr. Lube asked, what happens if it is not negotiable? What happens if the Town or the residents cannot agree on an amended agreement?

Atty. Small stated, If we cannot agree on an extension then we would be talking to a judge about it is what we would do. The judge is overseeing it.

Mr. Lube asked, what has happened between June 15th and now? How are we making out?

Atty. Small answered, we are waiting to see what happens in July and then we will report back to the judge what happens.

Mr. Lube asked, the residents and their attorneys are waiting as well?

Atty. Small: Yes.

Mr. Lubee stated, Senator McDermott, in his original presentation and his response to some of your questions alluded to the mapping errors which created this problem initially. Mary Mushinsky has been quoted by Nick (Sambides in the Record Journal) on June 19th as indicating that there are two state agencies that are in disagreement; the D.E.P. which you find very supportive recommends relocating the people because to build a dike protecting them would merely push the water elsewhere but at the same time O.P.M. wants to explore diking because it would be less expensive. I think that the position of O.P.M. may be reflecting a letter from F.E.M.A. dated March 2, 1999; are you and the Council in possession of that letter? This is a letter that was addressed to Congresswoman DeLauro and it was signed by James Witt, Director of the Federal Emergency Management Agency.

Mr. Knight asked, that letter from F.E.M.A.? Am I supposed to?

Mr. Lubee replied, well, it is a bombshell because it completely refutes the impression that the maps were the cause of the error.

Mr. Knight asked, what are we discussing?

Mr. Lubee stated, the point I am trying to arrive at by bring this letter up is, this letter says it was not F.E.M.A.'s problem, it was the Town's problem. If it is the Town's problem, we are talking about spending millions of millions for birds and bees for the acquisition of open space and we have people here whose lives have been impacted and have had assurances from the Town, they may not be guarantees but there was a perception made that by this time the deeds would have been transferred and the residents, in anticipation of this, were already packing their bags and doing the other things that every family has to do to relocate. It is a very human thing that we are dealing with here. It is a factor that if the Town is, in fact, responsible, to quip over this \$700,000 when we are going to spend \$4 million on a senior center and \$4 million for property, this is nuts. Let's set our own deadline. If the state does not kick in the \$723,000 by the first of August, let's own up to our own responsibility and do what is decent. (Applause)

Reginald Knight, 21 Audette Drive asked, does this financial deal include the cost of buying out the houses as well as the clearing of the properties afterwards?

Councilor Knight answered, it is my understanding that it does include the demolition and removal of the houses on the property.

Reginald Knight asked, it is not to do with reimbursing the homeowners?

Councilor Knight replied, certainly, that is also part of it. It is all part of the agreement.



Reginald Knight asked, the Town pays two-thirds and the state pays one-third?

Councilor Knight answered, essentially.

Reginald Knight suggested, after we get the place cleared up we could change the name from Garden Road to Jacques Cousteau Park because it is mostly under water all the time.

Mr. Rys stated, that is inaccurate.

Andy Kapi, 6 Deme Road asked, is there any potential downside from signing this contract now in the awful potentiality that the money does not ever come forth from the state? Is there a termination clause on our part? Is this contract something that could conceivably have to be undone before we went to further consideration?

Atty. Small answered, no. There would not be a signing of the contract until such time as everything is in place. The state will not sign it until the Bond Commission has acted and the Attorney General's Office approves it so we will not be bound to something that we then cannot get out of if the bonding package does not happen.

Mr. Kapi asked, if the bonding doesn't happen then this contract never existed?

Atty. Small answered, yes. The purpose of putting this contract on the agenda is an attempt to save time if the Bond Commission acts in July. I am not guaranteeing that it will save time but it may.

Mr. Kapi asked, is this an obligation that comes out of our negotiated settlement with the residents?

Atty. Small replied, the state agreeing to pay one-third of the cost is contingency of the agreement with the residents.

Mr. Kapi asked, do the residents have a right to demand and expect that we, as a matter of course at this point, have to approve this contract?

Atty. Small answered, I think they would expect that we would approve a contract with the state. We may disagree on some terms which I attempted to change but they would expect and we have gone forward in doing everything that we are supposed to be doing pursuant to the agreement. This is a necessary component to get the state funding in place.

Mr. Kapi remarked, at some point if it does not go our way we may have to consider going at this in a different fashion. The residents would have a reasonable right to get some sense of how far we are

willing to go on with this. The residents have to be told how long this will go on before we consider other measures.

Wendy DeForge, 2 Garden Road stated, I am so glad people can speak much more clearly such as Mary Mushinsky, Brian McDermott, Mr. Lubee all the people who speak in support; I think we are all in agreement, none of us thinks this project is not worthwhile. None of us doesn't want this project to go through, we've heard that loud and clear. I think you hear other residents who don't live on Garden Road, those who stop by our neighborhood all the time to talk in support of this project; we are all clear, we hope this contract goes through. We hope that Brian McDermott and Mary Mushinsky and whoever else is in Hartford lobbying for us, it helps with the Bond Commission. I do want to say on behalf of.....tonight I was getting a bad feeling in the beginning that we are focusing all of our attention on the Bond Commission when, in fact, just as Brian McDermott said, it is not all about the Bond Commission, it is about what is going on at Garden Road that we have been talking about for years and years and years. The focus should not all of a sudden be the Bond Commission being the bad guy. We all, in good faith, tried very hard to work together with the Town and back in late October signed an agreement that said we would work hoping that the state process as promised, we had good faith we would come through and came November, December, January, February, March; all this talk again and people getting too many phone calls, not enough phone calls, because the job was not getting done. We are frustrated, we are still there, for all the reasons the people before me had said tonight. To Mr. Rys, I wish my address was Tyler Mill, believe me. I wish that was my address because when you are a resident in a situation such as ours and you see things going on in Town, it adds to the frustration unbelievably. To Mr. Mayor.....if I hear you say "it is a long and tedious process" one more time I don't know.....my little one was four and my older daughter was six. The older one is now going into high school and my little one is entering Moran Middle School. I really have to say that if we do have a republican governor and we do have a republican mayor and the Bond Commission comes out of that office.....Mr. Mayor, please try your best to get the job done so it won't continue to be a "long and tedious process". Thank you Geno for bringing this up tonight, thank you everyone, who speaks in support of this project. (Applause)

Jackie Iadarosa, 12 Haller Avenue stated, I do want to stress a couple of things that people don't know. I was approached by a resident of Garden Road during the campaign last year who had asked for any help I could give. As a result, being up at the Capitol this past session, I have devoted an incredible amount of hours to this. I have contacted several people and I would like to reiterate one thing; I do have friends in the Governor's Office and they are very weary of constant phone calls. The up side is, I am so proud of the Town of Wallingford, the Councilmen, the Town Attorney and the Mayor for making such a stink at the state level that it is known by the road name. They all do sympathize with us and I would request that anyone moving forward, move forward with a little bit of caution in how often we are contacting them because ticking off the Governor's Office is not going to help the project either. Thank you.

Pasquale Melillo, 15 Haller Place, Yalesville asked, I would like to know why within just a matter of three weeks or somewhere near that, Governor Rowland and the State Legislature got together with all the different state agencies involved relative to the New England Patriots and worked out a deal where they were all set to build a stadium and donate millions and millions of taxpayer's money on behalf of the New England Patriots for a new stadium. No problem with the coordination; one big happy family. The State Legislature and Governor Rowland had no problems what so ever with all the state agencies involved. Why is it these people here who have been frustrated for so long, in contrast? Why? Is it possible that politics is being played? Is it possible that some state agencies have not put forth 100% of an effort on behalf of the Garden Road residents? Is it possible that the New England Patriots mean much more than the Garden Road residents? Is that possible?

Let's tell it the way it is. Let me remind you, under a settlement worked out and voted on unanimously by Wallingford's Town Council in January, the residents of Garden Road homes will sell their properties to the Town and move on. The deal is dependent on, however, of the contribution of the state of about \$0.9 million. This was reported in the Record Journal. The way it reads, if the State does not contribute about \$0.9 million, the contract between the Town and the residents is not valid. Yet, by the way the situation has been described by prior speakers, it seems to me that they have not related to the contract, the way it really is, to that gray area and loophole. Don't you think we are skipping ahead? We should have gone deeper into Item #8a before going into #8b because #8a invited more comments and discussion by the Town Attorney, the Town Council, the public, our State representatives.....we probably should not have gone to #8b without fully addressing Item #8a. Senator McDermott said something to the effect that it is time to start putting pressure on. I would appreciate it if Senator McDermott would describe and explain specifically exactly what he means as far as putting pressure on.

Mr. Rys stated, he already answered that. You can check the Council minutes when they come out.

Mr. Melillo stated, I heard him say to put pressure on but did not describe specifically who the pressure should be put on; what type of pressure....

Mr. Rys stated, he was very specific in his answer. It will be in our Council minutes or you can watch it on television.

Mr. Melillo stated, I disagree with you on that. According to the information I have the federal government did admit that they provided inaccurate maps pertaining to Garden Road. That being the case and that was used as a guideline by the Town Council and the Town of Wallingford's different agencies. Has the Mayor or Town Council or anyone in Wallingford government contacted our congressional representatives to point out the federal government admitted it?

Mr. Rys answered, yes.

Mr. Melillo asked, what answer did you get?

Mr. Rys answered, they are not responsible.

Mr. Melillo asked, even though they admitted that they provided inaccurate maps?

Mr. Rys stated, there is no way to get money out of the federal government.

Mr. Melillo replied, the federal government has been sued in many areas.

Mayor Dickinson explained, both federal and state government cannot be sued unless they give you permission to sue them. F.E.M.A. cannot be sued. We have contacted federal offices; you cannot do  
● It is a hand-down from not being able to sue the Sovereign, the King; you could not sue the King, you cannot sue the government unless they say it is O.K. to sue them.

Mr. Melillo stated, the nuts and bolts of the Constitution says that the only real "Kings" are the taxpayers and citizens of the country and not Congress and not the federal government. The federal government, according to the Constitution, are servants of the people so how can you say the servants of the people are king?

Mayor Dickinson answered, because the United States Constitution has been ratified by the people. That Constitution does not give the authority to sue the federal government. The people have given that authority to the government.

Mr. Melillo did not agree but could see how the Mayor would interpret the Constitution that way. He asked, if you pass the contract.....

Mr. Centner interrupted Mr. Melillo to make a motion to Move the Question, seconded by Mr. Farrell.

● Mr. Melillo asked what was happening?

Mr. Rys explained, Mr. Centner wants to move the item on the agenda. When the motion was made and seconded and the Council votes to move the question, it cuts off debate on Item #8b.

Mr. Melillo asked Mr. Centner, why are you doing that to me?

Mr. Rys called for a vote.

VOTE: Parisi was absent; Papale, Zandri and Zappala, no; all others, aye; motion duly carried.

Mr. Rys called for a count on the vote.

The Clerk reported that the vote reflects five votes in favor and three votes against.

Mr. Rys stated, debate has been cut off.

Mr. Lubee stated off-microphone from the audience that the motion requires a two-thirds vote of the Council to pass.

Mr. Rys replied, no we don't.

Mr. Lubee disagreed.

Mr. Rys called for a ruling from the Town Attorney.

Atty. Small replied, I don't know it to be two-thirds; I don't believe so, we have done it before. I don't believe it is two-thirds.

A five minute recess was declared so the Mayor to check Robert's Rules of Order.

When the Council resumed the meeting Mr. Rys stated, after some research, it is correct, Robert's Rules of Order definitely does say that two-thirds majority is required which means that we would have to have six votes here therefore the question is still open.

Mr. Centner stated, I asked for the question to be moved.....because we are just on Item #8b which is the contract that we want to send to Hartford so the people who are here may not wish to stay for the questioning that belongs in Item #8a under the report out. I just wanted to move the vote on the contract and get it on its way and then we would revert back to Item #8a which is the report out which is the same line of questioning that you are on.

Mr. Melillo stated, Mr. Centner, you could have put it a different way. You should have stated then what you are saying now and had given me the opportunity to come back and finish what I had to say; you could have done that.

Mr. Centner responded, with all due respect, the Chairman was trying to indicate to you that some of that was from the settlement from the legal litigation we had concerning that, not concerning the item on the agenda. The item on the agenda is just the contract.

Mr. Melillo stated, if you vote for Item #8b, the cost-saving contract, would that be violating the agreement that the Town Council voted on in January? How could you possibly consider voting on and approving a cost-sharing contract between the Town and State? The \$.09 million is not really referred to.

Mr. Centner replied, Atty. Small outlined exactly the dollar figures in this contract and also indicated that there is a potential for the D.E.P. to fall short of \$72,000. Earlier we were speaking about the humane aspect here, nobody on the Council is worried about the \$72,000. That would be the shortfall by the State that would most likely be borne by taxpayer's dollars here. None of my colleagues have indicated that is a problem. We would like to move the contract forward and commence with it.

Mr. Melillo asked, as far as the Bonding Commission is concerned, why is it that the contract with the residents and Town that was passed in January, here it is almost July, why is it that it has taken that much time and the State Bonding Commission has not addressed the issue yet? Is it possible that Mr. McDermott may be relating to about putting pressure on?

Senator McDermott explained, the Bond Commission never voted on the Patriots' funding. I want that made very clear that they did not choose to fund that venture over this one. The Legislature did approve money, approve talks going forward so the issue that that moving faster than anything else, I want that to be clear that the Bond Commission never voted for that over this (Garden Road). Things take several months. Why has it taken seven years to get to this point? And then we expect the State of Connecticut to do this in six or seven months when it took seven years to get to this point. We should be using our influence as elected officials to put pressure on officials at the State level, I mean that being the Governor, Peter Aloff and Sid Holbrook, the Governor's Chiefs of Staff; on behalf of the O.P.M. Director, Mark Ryan; Under Secretaries in the O.P.M. It behooves us, it is our job as elected officials to call and put pressure on behalf of whomever it takes, not matter how irritated they may get, on behalf of our constituents until the issue is resolved. I wish I could sign for and say that this was approved. I wish the Legislature could approve this. But it is up to the Governor and up to his staff to decide this issue. I think it is up to us to put pressure on everyday, if necessary, until it is passed, on the Governor, the Executive Branch of this government. It is up to elected officials who are elected to represent their constituents. In a representative form of government we were elected, both the Council and the Mayor, myself and the other four Representatives that represent Wallingford as the State Representatives, it is our job to represent the constituents. Our constituents are the people of Garden Road, in this case. They have suffered a long

time and all of us appreciate that and all are working together on that. We are trying to help each other out and I am not trying to put any blame on the Council or Mayor or Legislature. We have to work together to protect the interest of our constituents; those twelve or fourteen families that are in an awful situation in flooding and Garden Road. It is our job to help them. Any of us who don't think that is our job then they are really not doing the best job representing our people.

Mr. Melillo suggested, why not change the name from Garden Road to New England Patriots' Road and then we will get tremendous action from these residents.

VOTE: Parisi was absent; all others, aye; motion duly carried.

The Council and public had no further comments regarding Item #8a.

ITEM #9 Consider and Approve a Budget Amendment in the Amount of \$15,000 from Employees Pension and Benefits Acct. #926-000 to New Distribution Lines Acct. #343-099 - Water Division

motion was made by Mr. Knight, seconded by Mr. Farrell.

Correspondence from Roger Dann, General Manager of the Water & Sewer Divisions states that it was necessary to perform a complete replacement of a water main on Vaz Place due to numerous breaks in the area. Funds are available in the Employees Pension and Benefits Account due to vacancies during the course of the year.

Robert Sheehan, 11 Cooper Avenue asked, is this for F.Y. 1998-99 or 1999-2000?

Mr. Dann answered, F.Y. 1998-99.

Mr. Sheehan asked, why do you need a budget amendment? Why not transfer funds from one account to another?

Mr. Dann explained, it is referred to as a budget amendment because it is a transfer of funds from the operating portion of our budget into the capital portion of our budget.

Reginald Knight, 21 Audette Drive stated, a while back someone suggested, when Mr. Melillo brought up that there were excess funds in the pension fund, he mentioned several millions of dollars excess in the pension fund and someone else asked if we could use the money to pay off things instead of bonding. At that time I swear that someone said we could not touch that money. How come we are touching pension money now when we could not do it then? Is there a difference in the pension fund of that source?

Mr. Dann answered, there is a difference. This account is properly titled "pension and benefits" however the cost that we budget within this account are primarily benefits such as the health care for our employees. Those are the funds, because of vacancies during the course of the year, have been unexpended and that we are seeking a transfer.

Reginald Knight asked, are you taking money out of the fund itself or the money that was set aside to go into the fund?

Mr. Dann answered, neither. We are not taking funds that would be set aside as part of the pension program. It is that account but there were no funds budgeted in that account in the current year for Town pension contributions. It was exclusively the health benefits and some of the other contractually-obligated benefits that we had in this year. We are not drawing from any of the pension funds for this particular transaction.

NOTE: Parisi was absent; all others, aye; motion duly carried.

ITEM #10 Consider and Approve a Transfer of Funds in the Amount of \$60,972 from Various Accounts Within the Water Division to Workmen's Compensation Acct. #925-001

Motion was made by Mr. Knight to approve the transfer and append a copy of it to the minutes of the meeting, seconded by Mr. Farrell (Appendix III).

A record keeping error was discovered in a workers compensation account of a former Water Division employee. The error resulted in workers compensation payments being inadvertently charged to one of the Town's accounts. The error is applicable to payments incurred over a period of two fiscal years in a total amount of \$56,972. The Water Division must reimburse the Town for the charges in order to correct the error. This request for funds will allow for the reimbursement and will also make available the necessary monies to fund ongoing costs in the current year.

Mr. Centner asked, which two fiscal years were affected?

Mr. Dann answered, the current and past fiscal years.

Mr. Centner asked, how was the error detected?

Mr. Dann answered, I am not sure how they discovered the error, but we were advised of this back in April of this year. We waited until this time because, given the large sum of money involved, we really needed to wait this long to be sure where the funds might be available for the transfer.



Ms. Papale asked, why is there a \$4,000 difference between what you are asking for and what the total amount of the error is?

Mr. Dann explained, \$56,972 is needed to correct the error and \$4,000 is needed to deal with ongoing costs in the current year that were expected to exceed the budget in the current year.

Mr. Zandri asked, why wouldn't an error like this be picked up by our auditors when they check our books each year?

Comptroller Thomas Myers replied, the independent auditor only does a test of our transactions, they do not audit every transaction. As an example, system-wide we probably issue somewhere in the neighborhood of 50,000-60,000 paychecks. You could not afford to have the independent auditor check every one of those transactions. The first place this should have been caught, in my opinion, could have been in the Water Division. They should have been looking to find out where the expense for the workers compensation was for their employee that went out. That would have been the first line of defense. The second line of defense would have been through our own examination of the vouchers. If the Fire Department has an employee out on workers compensation, they expect to see some activity in their account. The Risk Manager also should have been looking at the coding that he processed to issue payments to the individual. I don't see this as a major transaction or error; from time to time errors are going to happen. Could I sit here and tell you absolutely every transaction that occurs in the Town of Wallingford is applied to the correct account? No. There are just too many of them. A similar occurrence might happen on the posting of a tax bill or electric bill. Could it possibly get posted to the wrong customer account? Yes. Could it be found in one month, two months or three months? Sure, we could find it. It could turn up by an instance such as this or it could turn up by independent audit. Our independent auditors advise us that when they look at our system, they look at the system overall as to how effectively we process transactions, given the volume of transactions that we handle on a one year basis. What they do then is, based on our ability to do our work, they determine how many of those transactions they want to test. Usually they test transactions that involve larger dollar amounts. Their threshold for examinations might be transactions of \$300,000 or higher. If they determine that we have 1,000 transactions of \$300,000 or higher, then they might test 5% of those.

● Mr. Zandri asked, don't we have an internal auditor as well though?

Mr. Myers answered, yes.

Mr. Zandri asked, would this be something that is within his threshold?

Mr. Myers answered, he might or might not have picked this up. Again, it is very difficult when, across the board we have 1,000 employees.....he might or might not have picked this up. You have to really recognize the name of the employee and then ask, is it being charged to the right place?

Mr. Dann added, a further explanation as to why that would not have been the case. This actually corresponds not to a current employee but a former employee of the Water Division who actually left our employment in 1987 and so he is somewhat removed and therefore the name recognition and records, etc., would have been much more difficult to track down at the time the subsequent claim came in.

Philip Wright, Sr., 160 Cedar Street stated that the Council is a bit inconsistent with the agenda; on page one, Item #3g the agenda is very specific in listing from which account a \$150.00 transfer is being made from and to, while this transfer request of \$60,000+ does not list from which accounts the funds are being transferred. It is inconsistent.

Mr. Knight replied, that is not true and if you heard my motion you might have picked up that I asked that the list that Mr. Dann provided for us would be attached to the minutes of the meeting. The list consists of a number of accounts; probably twenty to twenty-five different accounts ranging anywhere from \$90 to \$18,000 in order to make up the \$60,972. It seemed to me and met with the approval of one other Councilor who seconded the motion, that it would be more expeditious to attach the list to the public record of the meeting, which is the minutes. If you would like a copy of the list, I would be happy to give you one.

Mr. Wright reiterated his opinion that the Council is inconsistent with printing the account information for the transfer.

VOTE: Parisi was absent; all others, aye; motion duly carried.

ITEM #11 Discussion and Possible Action Pertaining to the Town-Owned American Legion Building as Requested by Councilor Geno J. Zandri, Jr.

Mr. Zandri explained, I put this item on the agenda because we all recently received the results of the request for proposals for the American Legion property next door to the Town Hall. In looking at the return we received, it was very similar to what we received several years ago, as far as what the individual is willing to offer the Town for the lease and renovation of that particular building. I know, at that time, the Council rejected that proposal and I feel that we have to look at other alternatives for that piece of property. One of the original reasons we purchased the property was because of its location next to the Town Hall and its potential use as expanded office buildings in the future. I think if we just allow that building to sit there vacant, it is just going to continue to deteriorate. I asked

Henry McCully (Director of Public Works) to take a tour of that building and I was amazed at the actual amount of square footage in that building; it is quite large. I don't think any of us here want to see that building torn down, it is part of the uptown area that has been there for many years. I think it is something that we would want to preserve. I did some calculations on what it would cost; I talked to some individuals who are in the business as to what it would cost to totally renovate that building and bring it up to code and also what it would cost to lease it out if it was renovated. The numbers work out that it would be either a ten or twelve year pay back whereby the Town would recoup its entire investment in that building. I think this is something that we should pursue in more detail. I think we should perform a cost analysis on what it would take to totally renovate that building and bring it up to code and find out what our potential return would be to lease out the building once renovated and see exactly what the pay back would be. If the Town were to use that building down the road for office space we would incur the cost of renovating the building at the time. By taking this project on right now, what we would do is, in the meantime regardless of how many years someone would potentially use the building, those costs would be paid by the person who is leasing the building from us. So whether we need the building six, eight or even ten years from now, all those costs for the renovation would be paid for over the years. If we go the entire ten to twelve years, it would be paid for in full by the tenants leasing it.

Motion was made by Mr. Zandri that the Council Make a Recommendation to the Mayor that he have a Cost Analysis Performed on Renovating the American Legion Building and whether or not the Potential Income Would Offset those Costs, seconded by Mr. Zappala.

Mr. Farrell stated, I don't necessarily disagree with your reasoning, Geno, but I am wondering....we do have the one proposal; when someone makes a business proposal of that sort, sometimes they make an opening offer, if you will. I wondered if there is merit in that we do have an interested party, whether it might make some sense for a subcommittee of the Council headed by the Chairman to meet with that individual on a short time frame to see if there is movement in that proposal.

Mr. Zandri responded, that is something we can pursue as well but there is no reason to delay....I am just looking for the investigation of the figures, so maybe we can go on a parallel path here and have both things on the table at the same time. That is what my request is. I am not saying that your idea of pursuing the proposal we have further.....that is fine with me. I just think that we may be able to take a parallel path so we don't lose any more time with the building next door.

Mr. Farrell replied, my only worry would be that in trying to get the numbers together, we might delay it a little more. If you look at an older building like that, you are almost looking for a set of specifications that you would have contractors put prices on. I know that is difficult to put together and that is not something that is necessarily within the Town's expertise to do. I wondered if in the

next two weeks we could try to meet with Mr. Pizzo and see what comes of that. Maybe nothing will come of it but keep it on a short time frame.

Mr. Zandri stated, when I thought of this idea I talked to an individual who does design work and he was able to give me pretty good numbers. He knew the building I was talking about, he does work for the community and he was able to give me some pretty good numbers on a preliminary basis for what it would cost to renovate that building. We are not looking, at this stage of the game, to get down to nickels and dimes here. We need ball park figures to see if it is feasible at all to pursue into more detail. It may cost us some dollars to get into a little more detail. I am looking to pursue it on a basis of an estimate to see if we are at least close to making something like that work.

Mr. Farrell asked, something along the line of a square footage estimate?

Mr. Zandri answered, right.

Ms. Papale stated, I hope we can come to some kind of agreement tonight, I like Gerry's idea; I like [redacted] no's idea, maybe working in parallel would be the way to go. I don't want to ignore Mr. Pizzo's application with us. I don't want to see this building torn down. When we discussed this June 27, 1995, I thought that was the way some of the Councilpeople wanted to go. I do have a comment I made on June 27, 1995 and I agree with it still; "Ms. Papale had hoped that the building would not be torn down but does not also want to see it boarded up and vacant. She feels that the Town could attain a win/win situation if it solicits R.F.Ps for leasing the building, which is what we did. No matter who leases the building, they will be operating a business from it and will take pride in the condition of the structure, maintaining it as they go. The Town is better off with the deal rather than having no one at all in the building." I still feel the same way. I hope we can work out something here.

Mr. Zappala commented, Mr. Pizzo has some good ideas of his own, of course, but I think the offer of what he is willing to pay for the building is not acceptable as far as I can see it. He is willing to pay \$300 a month for ten years and he will be spending around \$40,000 which is what is comes out to, just about. I think, if we are going to keep the building it should definitely be fixed and make it available to be rented. I am sure the Town would be able to generate a lot more money than that. I have gone over the idea of fixing it; we could utilize the parking lot for ourselves because we do need parking. I urge the Council to do something with the building for I don't think it is a good idea to keep it boarded up.

Mr. Centner stated, both ideas seem to be pretty good and have merit but I would like to make a motion to:

Amend the Motion to Not Only Perform the Cost Analysis as Stated in the Motion but to Also Appoint the Chairman to Head Up a Subcommittee of Three Councilmembers to Negotiate with Mr. Pizzo, seconded by Mr. Knight.

Mr. Knight stated that he supports the motion. There is an offer on the table; I don't believe it is cast in granite and I believe that it would behoove us to probably take, if it is at all possible, the least risky approach to salvaging this building. I say risky in terms of the financial commitment. If we choose to invest a significant portion or amount of money in renovating this so that it becomes an attractive, leasable space, that does not automatically follow that someone will jump at the chance to lease the building. We do have someone who, right now despite the offer, has at least expressed interest. I would like very much to continue discussing the possibility of leasing the building to Mr. Pizzo with him and his firm. That is why I very much support this amendment.

Mr. Renda stated, we have the building, now what are we going to do with it? We heard the ideas. I think we should look into it; save the building; do what we have to do to preserve it because in the long run it is ours, we will take care of it but we have one party that is interested in it. He is willing to put dollars into it. I will support this but I hope this other deal falls through because he will put the money into it and it will save the Town money and the way I look at it, he is doing us a favor.

Mayor Dickinson stated, I will remind everyone when we purchased that property, it was not for the building. Generally, all of our separate buildings become cost centers or maintenance and supplying various equipment and other means in order to operate the buildings. I think, hopefully, we can work out something with a private party who is willing to renovate the space for the private use. But for the Town to create another office building when, as you can see, we will be involved in a painting project on 88 S. Main Street and it is a constant issue regarding all these separate buildings. I have said it before, we did not buy that property for the building; it is not in our interest to create another office building that becomes another cost center. I urge you to come to terms with Mr. Pizzo and use that as the compromise in this issue. At no time when this was initially voted on was there a goal that we were going to keep that building.

Mr. Farrell stated, it cannot hurt to get the numbers as Geno is suggesting. It provides a basis on which to....if Mr. Pizzo's proposal is going somewhere, to evaluate that proposal and get it down to brass tacks.

Mr. Zappala asked, how many square feet does the Electric Division occupy in the Town Hall?

Mayor Dickinson answered, I think somewhere around 1,500 sq. ft. but I am not certain.

Mr. Zappala stated, this is 5,000 sq. Ft., why can't they use it? Is there no interest at all to the Electric Division?

Mayor Dickinson answered, no, they would not have any interest in that building. There is a potential for them to move to John Street from this building.

Mr. Zappala asked, why do they have to move to John Street, why can't they go right next door?

Mayor Dickinson answered, it is not that they don't want the space here, it is better to consolidate their offices under one roof. That is what they are looking to do because of many factors. There was, at one point, talk about purchasing the building across the street which was not pursued because of providing much more space than necessary. Government, in general, does not do well in terms of keeping available space at a reasonable amount. It has a tendency to grow and that growth causes cost.

Mr. Zappala asked, the Electric Division will probably still have an office at the Town Hall?

Mayor Dickinson answered, probably not.

Mr. Zappala stated, they said they would.

Ms. Papale answered, just to collect the monies from the monthly bills I thought.

Mayor Dickinson answered, that is possible but they would not need anywhere near the kind of space the American Legion represents.

Mr. Zappala acknowledged the Mayor's stance on the issue and noted that he has been standing in the same position on the matter since day one. He pointed out it is the Council's building and asked, are we going to keep it if the wish is that it be kept as an historical building? It is also our obligation to restore it and if it does pay back what we put into it, what is the harm of that?

Mayor Dickinson replied, we have no need for that space for governmental use. We would be creating space for private use. As a general rule, government does not function well in terms of just being a landlord. We would be in the position of renting space. We have no office in town that functions well in that capacity. Public Works performs some of those functions but Public Works' true mission is not to function as a landlord. It is not a typical purpose or directive for any of our offices. We would be creating a situation that, in the long run, would not be a positive one. If there is a private use for the building? That is fine. But for us to try and come up with a governmental

use...initially we never purchased the property for that. It was purchased for the real estate in order to square off this corner. I feel we are creating a problem that does not need to be there.

Mr. Zappala replied, if we are not going to fix it then I think we should flatten it and make a parking lot out of it. We have no choice in the matter; the building has to be restored if you are going to keep it as a building, regardless who does it. We are the owner. If we are not going to be using it ten twenty years from now, then it should be demolished.

Mr. Zandri asked the Mayor, if you say you bought the property strictly for the land and not for the building, what plans do you have for the building?

Mayor Dickinson answered, there are no plans for the building. Initially the goal was that it was going to be torn down and I don't think we can have parking that far forward anyway but landscaping or anything of a creative nature. The issue was not the need for additional space or the usefulness of that building for a governmental purpose. The issue was the real estate to, again, provide area around the Town Hall for maybe years from now an expansion. You wouldn't be able to have parking, I don't believe, under Planning & Zoning rules nor would we want it for aesthetic reasons to run right up to the parade ground area. If anything, it would be a widening of the parade ground in that area.

Mr. Zandri replied, then if that is your goal for the building then I think that is the way you should move forward; make a recommendation if you feel the building should be leveled or raised and let's do it. Just having the building sitting there decaying is not going to benefit anybody.

Mayor Dickinson answered, there was interest in finding out whether a private party was interested in improvement to the building which is not a governmental cost; the party goes in there, uses the building for up to a ten year lease, if there is no plan then, an option to renew the lease? I don't have a problem with that; it is not governmental funds and it is not governmental office space and we are able to monitor the situation and that is fine. When we start saying that we are going to improve the space and then have to be marketing the building and finding someone who will use it and then going through all the usual potential complaints that come in from a tenant regarding this or that problem; I think we are creating a difficulty that we are not staffed to handle and, in the long run, is not within the plan that was the original one with regard to the property.

Mr. Zandri stated, you will slow up the decaying process a little bit by having someone in there but with the type of lease we are looking at here, it is not much better than what we have now, having it vacant. The reason for totally renovating the building; first, the building would basically be brand new. The chances for operational complaints would be way off in the future only because you are starting with a new structure with all new equipment in there. The rent, itself, would totally pay for

the operational and bonding costs of that building. In essence, we would be getting a brand new building for nothing if it was a ten to twelve year payback. It is a positive way to not only maintain that building because it is historic but to also get it paid for by a private individual.

Mayor Dickinson replied, that will assume that someone is willing to move in there, stay for any requisite period of time and does not absorb a lot of Town staff time to deal with what ever issues that may come up with regard to the rental or lease. I don't see why we should be at risk in fixing up the building. If someone is willing to do it and is willing to meet building and all other applicable codes in order to utilize it, the space is utilized and we are all in a position with options to move from then on. Once the Town puts the money into the building then if there is a better plan for that piece of real estate, now you are facing the fact that you have already spent money on it now you don't recover that expenditure. I don't believe my view has changed through the course and period of time since the property has become within the ownership of the Town.

Mr. Knight stated, I think Geno has a good idea about getting some cost figures. It is always better to deal with more information but we are possibly getting the cart before the horse slightly because we have an offer on the table and that door has not completely been closed. There is a lot of real estate in downtown Wallingford that has space in it; office space. I know that because I am in downtown Wallingford. We are essentially assuming that we are instantly going to rent this at market prices once we plug a couple of hundred thousand dollars into it; that is an assumption we should not make because there are other people who have invested their money into buildings in downtown Wallingford and I know they are not getting their money back. There is no way they are getting what they put into it. I support what Geno is suggesting in terms of the cost analysis but I think we should press on with an attempt to lease this building out.

Mr. Rys stated, I look at this as a second opinion; you go to one doctor and then to another if you are not satisfied with what the first doctor is doing. Mr. Pizzo is proposing a certain amount of money will be put into the building by him. This is a second opinion, basically; that is what we are looking at at this point. If something comes from there, it will have to be voted on by the Council anyway. I don't see a problem with going ahead with the cost analysis and continued negotiations with Mr. Pizzo.

Wes Lube, 15 Montowese Trail complimented the Mayor in his consistency; he stated, the Mayor is 100% on target. Back in January, 1995 when the predecessor Council approved the purchase of the property, Mayor Dickinson, according to the minutes, said that he assumed that everyone agreed to purchase the property primarily for the land. In our discussions earlier were statements that we were going to remove the building or it was of no interest. Later on, Mayor Dickinson reminded the Council that two executive sessions were held which dealt with the issue. At both of those sessions he raised the subject of the building. No one indicated that there was a desire to save the structure.



There was no vocalization of an objection that we were purchasing the land; we did not want the building. I realize that you are not bound by a predecessor Council, although five of you were on that Council, if I understand correctly the names in the minutes. Mr. Rys was adamant that he was not going to buy property and spend thousands and thousands of dollars to renovate it and if that is the case, he was not going to support the purchase. Then, in June, when Mr. Pizzo's first lease offer was presented, Mayor Dickinson said that, in the course of discussing that proposed lease, he said that the rear of the building accommodates thirty to forty parking spaces. That is a very significant factor which Geno should weigh in his proposal because of this. In the offer that is sitting in the Purchasing Department's safe at the moment, the \$1.00 per year suggestion, Mr. Pizzo indicated that he was going to need ten parking spaces for fifteen employees. Back in 1995, at the time of his first proposal, he had six employees so we are definitely looking at a growth situation. In the proposed lease that the Purchasing Department set up, there is a limitation on the number of employees. There is no question that any occupant of that building would be labor-intensive. It would not be a retail-type of operation. So parking spaces are important. He needed fifteen spaces for ten employees. Now, I think we are limiting him, in our proposed lease to about twenty or thirty. If ten (employees) need fifteen spaces, twenty employees would need thirty and there goes your parking lot. If you are limited to twenty-five or thirty employees, you are going to have to give them parking in our parking lot. To renovate that building, to spend \$190,000 to acquire it and then you figure what the bond interest has cost over the last four years that it sat there empty; add that to the \$190,000 and now you are up to \$200,000 at least. Add another \$150,000 in renovations, you are talking about writing off \$350,000., I don't think that can be done over a ten or twelve year period. The pay back is not there. It is a moot point. The whole question revolves around the parking, that is why we bought the building in the first place, to get the parking. If you are going to have a tenant that is going to consume all of your parking, no point in having a tenant. It does not make sense.

Pasquale Melillo, 15 Haller Place, Yalesville stated, I see a lot of parking spaces empty at 88 S. Main Street and I have seen Town employees parking there so I am assuming we own 88 S. Main Street, building and all.

Mr. Rys answered, that is correct.

Mr. Melillo noted that every time he drives by, most of the available parking area is not filled up. Most of the time there are only a few cars there. Just by that area alone, if the Town does need future parking spaces in the future, you have that area to tap. I don't think Town government is going to grow more than it is right now and especially in the future with the way computers are taking over people's jobs. He felt the Town should strongly pursue the offer made by Mr. Pizzo. We should cooperate to the greatest degree possible with Mr. Pizzo.

Michael Brodinsky, 45 Valley View Drive asked, what are the pros and cons to selling the property?

Mr. Rys answered, we don't want to sell it.

Mr. Brodinsky stated, that is a good con.

Mayor Dickinson stated, I don't recommend selling it. We purchased the property on Prince Street and the property on South Main Street in order to square off the Town Hall property and allow for expansion, parking, other purposes as they might develop over the future, one-hundred years from now, even. That was the goal and I still think that was a proper course. I would not recommend selling it. It is to give us flexibility in planning for Town Hall needs, community needs in the way of Town Hall for the foreseeable future.

Andy Kapi, 6 Deme Road stated that the way the agreement was written up was woefully inadequate. It is the worst of all worlds, conceptually, if the intent on buying the property was for the land, for the space and not for the building. Giving a ten year lease seems to defer any definitive judgment on what we do with it. The option are; take it down, leave the space open, create a park area or anything else. Geno's suggestion at least puts numbers on the table that you can evaluate for whether or not the risk is justified, what the investment would entail. The third option in going with the proposal that has been brought to us.....he would be getting the use of the building for ten years at far below what a market value might be if you, in fact, take it that he is going to make the renovations and bring the building up to code and useable. But you put money into the building when you bought the land and that is a taxpayer's subsidized use for this individual for ten years significantly below market value. I consider that wrong for that reason alone, not to mention it is an admission of failure; that the vision in purchasing the property initially was not there. Whether you go with Geno's suggestion or you take the building down, that is all well and good; make your own choice. But this third option in inadequate and I recommend strongly against it.

Howard Greenburg, 9 Gina Lane stated, when the building was purchased four years ago it probably needed between \$60,000 - \$70,000 worth of renovations at that point. Mr. Knight has stated that there is no guarantee that the building could be rented at the drop of a hat. There are retail buildings on Center Street with some offices upstairs that have not been rented or sold in some cases. As a real estate broker in Town, I believe, because I have been in the building, if we refurbish to a degree, that building can be rented in a reasonable amount of time. I also believe that you are looking at somewhere around \$3,000 minimum, per month for income. I did not do the numbers; I am sitting here listening; Geno has some numbers; I have a building on Center Street and I know what I put into that building; the building is slightly smaller; but I know what I am getting for rent on that building and I have not had a hard time because it is up to code, up to standard and in good condition. I disagree; I think the building can be rented in a reasonable amount of time and certainly for a lot more money than \$300 per month. I am sure that the amount of money this tenant is willing to put into the

property is not an amount suitable that would last for any period of time. When he leaves and when we needed to do something for the Town's purposes, we would then have to put more money into it anyway. We already own the building. I understand it was bought for the land. We already own it and the Town is losing money by letting it sit there the way it is.

Mr. Knight replied, the whole purpose of the amendment to the original motion made by Geno was to address the issue of Mr. Pizzo's original offer, certainly being one that didn't, on the face of it, meet our requirements which is the point of going and talking to the man. Secondly, Mr. Greenburg you are an entrepreneur and a good businessman and you know real estate, you know how to market it, sell it, rent it, etc. As the Mayor represented earlier tonight, I am not sure the Town is really suited to be in a risk-oriented business like real estate. One other point that was mentioned was, "if we have so many people in the building, the lessee takes up all the parking spaces and we bought the building for parking". What is missing in that mix is the fact that we did purchase another property after we took possession of the American Legion Property, specifically to expand the parking and we are in the process of doing just that which will eliminate the pressure to provide additional parking for the possible lessee. I don't think parking is going to be that much of a problem given the fact that we have another property that we are developing now. I have been on the Council for approximately six years and I am utterly amazed at how much money we will spend for parking automobiles in the center of this community. The Lacey property was one, this one (American Legion) was potentially another. The Lacey property it would seem is going to fulfill our needs far better than this one. I agree, Mr. Kapi, the third proposal, on the face of it right now, does not seem to be adequate but I am not sure that the alternative of the Town getting into the real estate business is one we ought to entertain.

VOTE ON AMENDMENT: Parisi was absent; all others, aye; motion duly carried.

VOTE ON ORIGINAL MOTION: Parisi was absent; all others, aye; motion duly carried.

ITEM #14 Consider and Approve a Waiver of Bid to Award a Contract to Monitor Controls, Inc. For the Semi-Annual Testing of Fire Alarm Sending Units Within the Town - Dept. Of Fire Services

Motion was made by Mr. Knight, seconded by Mr. Farrell.

Correspondence from Chief Wayne Lefebvre explains how there are twenty-eight (28) municipal and seven (7) privately-owned fire alarm sending units currently in use and being monitored at Central Fire Headquarters.

When the dispatch changeover occurs, firefighters will no longer be available to monitor the units. In addition, the Police Dept. Doesn't monitor private alarm systems and the new digital equipment will

not allow them to do so. The Town-owned system is eight years old but the technology is much older and is not compatible with the new computer-aided dispatch equipment.

It is Fire Chief Wayne Lefebvre's opinion that the Town should sell the alarm system (sending/receiving units) at market value and get out from under the ongoing maintenance headaches. The Town would save the \$2,700.00 interface and relocation fees.

Mr. Knight asked if the Town would incur a penalty fee for canceling a contract in the middle of the contract term?

Chief Lefebvre responded, I have checked it out with Purchasing and the Law Department and all agree this action is appropriate. There is no penalty fee.

Mr. Zandri asked for an explanation as to why Chief Lefebvre is not going out to bid for the service?

This contract is in addition to an existing contract that Monitor Controls has with the Town and we do not want to go out to bid for the whole contract again, hence the reason for the bid waiver.

NOTE: Parisi was absent; Rys, abstained; all others, aye; motion duly carried.

Mr. Rys abstained due to the fact that a family member is employed by Monitor Controls.

ITEM #15 Discussion and Possible Action on a Request by the Yalesville Little League Field Director to Name Playing Fields at the Yalesville Playing Field Complex

Motion was made by Mr. Knight, seconded by Mr. Farrell.

Ken Welch, Field Director of the Yalesville Little League requested that the Council approve the naming of the two fields at Parker Farms School. One will be named in honor of Greg Petersen, former Yalesville Little League President and the other in memory of Brian C. Gomes, son of the current League President. Brian was tragically killed in a freak accident this past winter.

Motion was made by Mr. Farrell to Approve the Naming of the Fields as Requested by the League, seconded by Mr. Centner.

NOTE: Parisi was absent; all others, aye; motion duly carried.

ITEM #16 Consider and Approve a Transfer of Funds in the Amount of \$800 from Roof-Town Hall Acct. #3001-5015-999-9151 to Telephone Acct. #001-5015-201-2000 - Public Works

Motion was made by Mr. Knight, seconded by Mr. Centner.

The funds are needed in the telephone account of the Public Works Dept.

VOTE: Parisi was absent; all others, aye; motion duly carried.

Motion was made by Mr. Farrell to adjourn the Meeting, seconded by Mr. Centner.

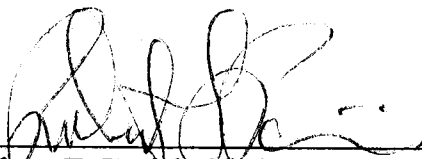
VOTE: Parisi was absent; all others, aye; motion duly carried.

There being no further business the meeting adjourned at 11:16 P.M.

Meeting recorded and transcribed by:

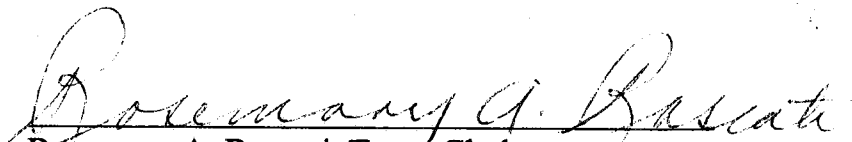
Kathryn F. Zandri  
Town Council Secretary

Approved by:

  
\_\_\_\_\_  
Robert F. Parisi, Chairman

7-20-99

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rosemary A. Rascati, Town Clerk

7-20-99

\_\_\_\_\_  
Date



*Town of Wallingford, Connecticut*

**RESOLUTION**

**WHEREAS,** pursuant to Connecticut General Statutes 12-631, the State of Connecticut has provided tax incentives for Connecticut businesses that donate to community programs under certain circumstances; and

**WHEREAS,** it is required under Connecticut General Statutes 12-631 that any municipality desiring to obtain benefits under the provisions of this Act shall, after holding at least one public hearing and after approval of the legislative bodies, submit to the Department of Revenue Services a list of programs eligible for investment by business firms under the provisions of this Act; and

**WHEREAS,** it is desirable and in the best interest that the Town of Wallingford submit such a list to the State of Connecticut.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WALLINGFORD:**

1. that after holding a public hearing on the list required under Connecticut General Statutes 12-631, the Town Council of the Town of Wallingford hereby approves the attached list entitled: Summary List of Neighborhood Assistance Programs; and
2. that the Mayor of the Town of Wallingford is hereby authorized and directed to submit to the Department of Revenue Services the approved list of programs eligible for investment by business firms and to provide such additional information; to execute such other documents as may be required by the Department to accept on behalf of the Town any funds available for those municipal programs on the list; to execute any amendments, rescissions, and revisions thereto; and to act as the authorized representative of the Town of Wallingford.

Certified a true copy of a resolution duly adopted by the Town of Wallingford at a meeting of its Town Council on June 22, 1999, and which has not been rescinded or modified in any way whatsoever.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Clerk)

**GARDEN ROAD FLOOD PROTECTION PROJECT  
WALLINGFORD, CONNECTICUT  
LAND ACQUISITION, DEMOLITION AND RELOCATION AGREEMENT**

**THIS AGREEMENT** by and between the State of Connecticut, hereinafter referred to as the **STATE**, acting herein by Arthur J. Rocque, Jr., its Commissioner of Environmental Protection, under the authority of Section 25-95 of the Connecticut General Statutes, as amended, and the **TOWN OF WALLINGFORD**, acting through its Flood and Erosion Control Board, hereinafter referred to as the **LOCAL BOARD**, acting herein by William W. Dickinson, Jr., Mayor, duly authorized, by Section 25-94 of the General Statutes of Connecticut, as amended.

**WITNESSETH THAT:**

**WHEREAS, TOWN OF WALLINGFORD** has established a Flood and Erosion Control Board pursuant to and in accordance with the authority contained in Section 25-84 of the General Statutes of Connecticut, as amended; and

**WHEREAS, the LOCAL BOARD** will enter into agreements with private property owners resident on Garden Road, Wallingford, Connecticut for the purpose of purchasing flood prone property; and

**WHEREAS, Special Act 97-20 Section 21-g-3** of authorized the sale of bonds not exceeding ONE MILLION DOLLARS (\$1,000,000.00) for the flood and erosion control projects; and

**WHEREAS, the parties hereto** have agreed upon the need for the acquisition of up to fifteen (15) properties and three (3) building lots as a non-structural flood mitigation measure, which properties are depicted on maps entitled "SUBDIVISION MAP, QUINNIPIAC GARDENS, WALLINGFORD, CONN., Applicant: HANOVER

WALLINGFORD ASSOCIATES Dated: Nov. 7, 1989, prepared by THE CENTER FOR ENGINEERING, INC. and

**WHEREAS**, the **LOCAL BOARD** is the major beneficiary of the Garden Road Land Acquisition Project, located within the geographical limits of the Town of Wallingford; and

**WHEREAS**, the **LOCAL BOARD** has in its employ the trained personnel to carry out the securing of necessary land rights (easements) for the Garden Road Land Acquisition Project; and

**WHEREAS**, the **LOCAL BOARD** has estimated that the cost of the land rights, demolition and relocation expenses for said project to be \$2,172,000.00.

**NOW, THEREFORE, KNOW YE**, that in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

**A. THE LOCAL BOARD AGREES:**

1. To supply the State with real estate appraisals to estimate the cost of the properties to be purchased for said project. In addition the **LOCAL BOARD** will also provide an estimate of the cost for relocation of all the residents and the demolition and removal of all site improvements.
2. To expeditiously acquire all land rights needed for said project in conformance with statutory, regulatory and policy requirements. Said requirements will include but are not limited to:
  - a. Use of the States 49 point appraisal format for property appraisals and the subsequent review and approval of each appraisal by the State.
  - b. To provide an acceptable survey and perimeter description for all properties to be acquired.
  - c. To obtain title searches for those parcels required for the project.
  - d. At the completion of the acquisition phase, to provide a certifying



statement to assure that all land rights needed for construction of the project are owned by the Town of Wallingford and that any encumbrances listed on the certificates of title will not impede the removal of the existing property improvements.

3. To negotiate with each affected property owner to acquire their property and provide relocation benefits necessary to successfully relocate all property owners from said project area.
4. To comply with the provisions of Chapter 135 of the Connecticut General Statutes when relocation assistance may be required.
5. To provide the State with evidence of the sales price negotiated with property owners within the boundaries of the project. Said document shall include: (a) The name(s) of the owners of the parcel, (b) Address of the owner, (c) Social Security Number of the owner(s), (d) A statement stating that the fair market value was offered to the seller, and (e) The amount accepted by the seller.
6. The **LOCAL BOARD** will provide in the first instance for the payment of total cost of said project as set forth above and to record all costs. Total acquisition, demolition and relocation expenses are estimated to be \$2,172,000.00.
7. The **STATE** shall reimburse the **LOCAL BOARD** monthly, or as billed, 33.3% of the total eligible acquisition, demolition and relocation expenses, after proof of expenditure by the **LOCAL BOARD** has been filed with and accepted by the **STATE** for such construction costs, in a amount not to exceed \$723,276.00.
8. The **LOCAL BOARD** will be responsible to maintain said properties and such other rights as may be acquired as open space lands as defined in Section 7-131 (c) of the Connecticut General Statutes in perpetuity as may be required in an Operations and Maintenance Agreement after completion of the project, to ensure the intended purpose of the flood control project.

9. To file said encumbrances on the Land Records of the Town of Wallingford, at no expense to the **STATE**.
10. To reimburse the **STATE** its proportionate share of project expenses should the **LOCAL BOARD** file suit and win any court awards or legal actions taken to recover damages from any party whatsoever as regards to said Garden Road Flood Control Project.

**B. THE STATE AGREES:**

1. To submit a request to the State Bond Commission for the allocation of funds in the amount of \$723,276.00 to provide 33.3% reimbursement for land acquisition, demolition and relocation expenses needed to complete the Garden Road Flood Control Project.
2. That upon allocation of funds by the State Bond Commission, to provide payments to the **LOCAL BOARD** for all approved land acquisition demolition and relocation expenses incurred, based on itemized requests submitted by the **LOCAL BOARD**.
3. To review and promptly request payment for said land acquisition demolition and relocation expenses required for the construction of the project. Costs will include appraisal costs and title search fees, if approved and accepted by the **STATE**.

**C. IT IS MUTUALLY AGREED THAT:**

1. Either the **STATE** or the **LOCAL BOARD** may abandon the proposed project if it is established that the cost of construction is determined to be excessive. In the event either party terminates this agreement or determines to abandon the aforesaid project, written notice of such termination shall be given to the other party and delivered by registered or certified mail. That any such notice of

termination shall include an extract of the minutes of the meeting of the agency voting to terminate, or in the event the Department of Environmental Protection terminates this agreement, written notice from the Commissioner of the Department of Environmental Protection. That if at the time the project is abandoned eligible costs incurred will be at the rate of 33.3%. Excessive costs will be those project costs which exceed \$723,276.00 and can not be supplemented by the **LOCAL BOARD**.

2. That in the event either party terminates this agreement or determines to abandon the aforesaid project, written notice of such termination shall be given to the other party and delivered by registered or certified mail. That any such notice of termination shall include an extract of the minutes of the meeting of the agency voting to terminate, or in the event the Department of Environmental Protection terminates this agreement, written notice from the Commissioner of the Department of Environmental Protection.
3. If at any time the project is abandoned by either party, the obligations incurred up to that time shall be chargeable as outlined in Section 25-71 of the General Statutes of Connecticut, as amended, and this agreement shall then terminate.
4. Attachment A entitled "Pursuant to Section 4a-60 of the Connecticut General Statutes and" is incorporated herein and made a part of this agreement. For purposes of Paragraph 4 only "**Contractor**" shall mean the "**TOWN Of WALLINGFORD**".
5. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated on June 16, 1971, and, as such, this contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination,

notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction, in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

6. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance and in regard to listing all employment openings with the Connecticut State Employment Service.
7. The State of Connecticut assumes no liability for payment under terms of this agreement until said LOCAL BOARD is notified by the Department of

Environmental Protection that said agreement has approved by the Attorney General of the State of Connecticut.

8. The Contractor agrees that while performing duties specified in this contract that he shall provide a certificate of indemnification and hold harmless agreement according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever.
9. The grantee shall, at its own expense, provide for an audit acceptable to the grantor, in accordance with the provisions of Section 7-396a of the Connecticut General Statutes.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

STATE OF CONNECTICUT

By: \_\_\_\_\_

Arthur J. Rocque, Jr.

Commissioner of Environmental Protection

Dated: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

TOWN OF WALLINGFORD, CONNECTICUT

Acting through its Flood and

Erosion Control Board

By: \_\_\_\_\_

William W. Dickinson, Jr.

Its Mayor

Duly Authorized

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

Date: \_\_\_\_\_

FUNDS AVAILABLE:

\_\_\_\_\_

Date: \_\_\_\_\_

April 14, 1999

ATTACHMENT A

PURSUANT TO SECTION 4a-60 OF THE CONNECTICUT GENERAL STATUTES

(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or worker's representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

PURSUANT TO SECTION 4a-60a OF THE CONNECTICUT GENERAL STATUTES

(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

TOWN OF WALLINGFORD  
DEPARTMENT OF PUBLIC UTILITIES  
WATER DIVISION  
OPERATING BUDGET  
YEAR ENDING JUNE 30, 1999

	APPROVED	AMENDMENT	AMENDED BUDGET
<u>WATER TREATMENT EXPENSES</u>			
641-000 Chemical Expense	99,900		99,900
642-000 Operation Labor and Exp	290,014		290,014
642-001 Laboratory Expenses	19,750		19,750
642-002 Lab Exp-Lead Samples	110		110
643-000 Misc Plant Expense	1,500		1,500
651-000 Maint Structures & Imprv	7,065		7,065
652-000 Maint Wtr Treatmetn Equip	189,463		189,463
	<u>607,802</u>		<u>607,802</u>
<u>TRANSMISSION AND DISTRIBUTION EXPENSES</u>			
663-000 Metering Operations	38,232		38,232
664-000 Customer Install Inspec	34,808		34,808
664-001 Conservation Devices	250		250
665-000 Misc and OSHA Exp	13,522		13,522
672-000 Maint Distrib Reserv & Stand	200		200
673-000 Maint Transmiss & Distrib	195,254		195,254
673-001 Write Off Obs Inventory	2,500		2,500
675-000 Maintenance of Services	146,695		146,695
676-000 Meter Repairs	13,668		13,668
677-000 Maintenance Hydrants	55,410		55,410
	<u>500,539</u>		<u>500,539</u>
<u>CUSTOMER ACCOUNT EXPENSES</u>			
902-000 Meter Reading Expenses	48,171		48,171
903-000 Cust Records & Coll Exp	101,147		101,147
	<u>149,318</u>		<u>149,318</u>
<u>ADMINISTRATIVE AND GENERAL EXPENSES</u>			
920-000 Admin & Gen Salaries	486,666		486,666
921-000 Supply, Comm & Gen Exp	20,400		20,400
923-000 Outside Svs Employed	15,750		15,750
923-002 Proportionate Charges	119,676		119,676
924-000 Property Insurance	11,812		12,500
925-000 Liability Insurance	34,428		31,300
925-001 Workers' Compensation	45,000		45,000
926-000 Employees Pens & Ben	95,721	(15,000)	80,721
926-001 Unemployment Comp	1,000		1,000
930-000 Misc General Expenses	16,125		16,125
932-000 Maint of Gen Plant	49,600		49,600
	<u>896,178</u>	(15,000)	<u>878,738</u>



TOWN OF WALLINGFORD  
DEPARTMENT OF PUBLIC UTILITIES  
WATER DIVISION  
OPERATING BUDGET  
YEAR ENDING JUNE 30, 1999

	APPROVED	AMENDMENT	AMENDED BUDGET
<b><u>DEPRECIATION AND TAX EXPENSES</u></b>			
403-000 Depreciation Expense	1,353,865		1,353,865
408-000 Property Taxes	4,650		4,650
	<u>1,358,515</u>		<u>1,358,515</u>
<b>TOTAL OPERATING EXPENSES</b>	<u>4,350,886</u>	<u>(15,000)</u>	<u>4,335,886</u>
<b>OPERATING INCOME (LOSS)</b>	<u>1,390,656</u>	<u>15,000</u>	<u>1,405,656</u>
<b>NON-OPERATING REVENUE</b>			
415-000 Water Assmts & Misc Chg	1,500		1,500
415-001 Rev from Connection Charge	-		-
415-003 Rev for Repair of Damaged Equip	3,500		3,500
415-013 Rev From Clintonville Rd Asmt	1,915		1,915
419-000 Interst on Investments	170,560		170,560
419-001 Interest on Accts Rec	130,280		130,280
421-000 Misc Non-Operating Inc	11,850		11,850
421-001 Misc Non-Op Inc-Lead Smp	110		110
421-002 Lien Fees	25,000		25,000
430-000 CMEEC Standby & Oper Ref	-		-
421-004 Forestry Management Prgm	7,500		-
<b>TOTAL NON-OPERATING REVENUE</b>	<u>352,215</u>		<u>344,715</u>
<b>NON-OPERATING EXPENSES</b>			
426-000 Lien Expenses	25,000		25,000
427-000 Int on Long Term Debt	46,257		46,257
427-010 Int L/T Debt-ASGS-Proj#10	33,809		33,809
427-011 Int L/T Debt-WTP-Proj#11	747,780		747,780
<b>TOTAL NON-OPERATING EXPENSES</b>	<u>852,846</u>		<u>852,846</u>
<b>NET INCOME (LOSS)</b>	<u>890,025</u>	<u>15,000</u>	<u>905,025</u>
<b>EXTRAORDINARY DEDUCTIONS</b>			
Approp from Prior Yr Retained Earnings	(170,000)		(170,000)
LienExpense-Prior Year	170,000		170,000
<b>NET INCOME (LOSS) AFTER EXTRAORDINARY DEDUCTNS</b>	<u>890,025</u>	<u>15,000</u>	<u>905,025</u>

TOWN OF WALLINGFORD  
DEPARTMENT OF PUBLIC UTILITIES  
WATER DIVISION  
OPERATING BUDGET  
YEAR ENDING JUNE 30, 1999

	<u>APPROVED</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
<b>WORKING CAPITAL</b>			
<b>SOURCE OF FUNDS</b>			
Net Income (Loss)	890,025	15,000	905,025
Depreciation	1,353,865		1,353,865
Contribution in Aide	480,828		480,828
Appropriation from Cash:	0		0
Clintonville Road Exp.	0		0
1-91 Bridge Exp.	0		0
Quinnipiac St. Exp ISTE	0		0
West Side Project Exp.	250,000		250,000
Deferred Cost on Refinance	1,520		1,520
Deferred Loss on Refinance	4,194		4,194
<b>TOTAL SOURCE OF FUNDS</b>	<b>2,980,432</b>	<b>15,000</b>	<b>2,995,432</b>
<b>USES OF FUNDS</b>			
Reserves for Major Capital Repl	200,000		200,000
Reserve for WSP	0		0
Appropriation from Cash:			0
West Side Proj. Exp.	250,000		250,000
West Side Proj Exp.	99,531		99,531
Bond Payments	1,475,000		1,475,000
Regular Capital	406,359	15,000	421,359
Capital from Contributions	480,828		480,828
Appropriation to Retained Earnings	68,714		68,714
<b>TOTAL USE OF FUNDS</b>	<b>2,980,432</b>	<b>15,000</b>	<b>2,995,432</b>

TOWN OF WALLINGFORD  
DEPARTMENT OF PUBLIC UTILITIES  
WATER DIVISION  
CAPITAL BUDGET  
YEAR ENDING JUNE 30, 1999

	APPROVED	AMENDMENT	AMENDED BUDGET
<u>REGULAR CAPITAL ADDITIONS</u>			
343-099 New Distribution Lines	231,454	15,000	246,454
346-099 New Meters	57,479		57,479
348-099 New Hydrants	10,786		10,786
391-099 Office Equipment	6,900		6,900
392-099 Transportation Equipment	75,600		75,600
393-099 Stores Equipment	500		500
394-099 Tools & Small Equipment	7,640		7,640
395-099 Laboratory Equipment	1,500		1,500
396-099 Power Operated Equipment	11,500		11,500
397-099 Communication Equipment	3,000		3,000
TOTAL REGULAR CAPITAL	406,359	15,000	421,359
<u>CAPITAL FROM CONTRIBUTIONS</u>			
344-099 Distribution System fromm Developers	400,000		400,000
345-099 New Service Installations	80,828		80,828
TOTAL CONTRIBUTED CAPITAL	480,828		480,828
TOTAL CAPITAL	887,187	15,000	902,187