

TOWN COUNCIL MEETING

SEPTEMBER 14, 1999

6:30 P.M.

ADDENDUM TO AGENDA

27. Consider and Approve One Appointment/Re-Appointment to the Position of Commissioner on the Wallingford Housing Authority for a Term of Five (5) Years to Expire 10/31/2004

TOWN COUNCIL MEETING

SEPTEMBER 14, 1999

6:30 P.M.

SUMMARY

<u>Agenda Item</u>	<u>Page No.</u>
2. No correspondence	
3. Consent Agenda – Items #3a-g, #3j-n	0-1
4. Items Removed from the Consent Agenda – Item #3h Item #3i	1-3 3-4
5. PUBLIC QUESTION AND ANSWER PERIOD – Tyler Mill Land Deal Comments; Discussion Re: Atty. Freshcette's Legal Opinion on Violation Of Charter Pertaining to Tyler Mill Land Purchase.	4-15
6. Approve a Transfer of \$11,225 to New Service Installation Acct. –Water Div.	15-16
7. Approve a Waiver of Bid to Award a Contract to Area Cooperative Education Services (ACES) for Pro-rated Monthly Filesaver Usage Fees – Superintendent Of Schools	17-18
8. No Action Taken on a Formal Recommendation by the Town Council that the Mayor Consider the Installation of a Canopy at the Community Pool Facility To Provide Patrons with a Shaded Area for Protection from the Sun and/or Inclement Weather as requested by Councilor Geno J. Zandri, Jr.	18-22
9. Report Out by the Director of Parks & Recreation on the Re-Opening of Community Pool	22-38
10. Approve Ratifying Tentative Agreement Between the Town and AFSCME Local 1183 for Position Changes at the Sewer Division	70
11. Approve a Waiver of Bid to Award a Contract to DeCarlo & Doll, Inc. to Prepare Design Work for Expanded No. Main St. Ext. Reconstruction Project	38-43
12. Report Out by the Town Engineer on the Quinnipiac Corridor Project and Other Quinnipiac Streetscape Construction as Requested by Councilor Stephen W. Knight.	43-50

<u>Agenda Item</u>	<u>Page No.</u>
13. Report Out by the Town Engineer on Sidewalk Repair and Reconstruction Work as Requested by Councilor Stephen W. Knight	51-62
14. Approve a Waiver of Bid to Hire Appraisers for Pending Tax Appeal Litigation	62-64
15. Approve an Amended Contract Between the Town and Durham for the Sale Of Town-Owned Land in Durham – Town Atty.	64-66
16. Executive Session- 1-200(6)(B)	67
17. Action Taken on Items Discussed in Executive Session	67-70
18. Executive Session 1-200(6)(B)	67
19. No Action Taken.	
20. Executive Session 1-200(6)(B)	67
21. Approve the Settlement of Brinkley v. Town of Wlfd. As Discussed in Executive Session	67
22. Executive Session 1-200(6)(B)	67
23. Approve Selling a Mobile Home for \$500 to the Top Bidder	68
24. Executive Session 1-200(6)(B)	67
25. Approve the Settlement of Charette v. Town of Wlfd. As Discussed in Executive Session	68
26. Approve Removing the Name of Peter Gouveia and Adding the Names of Joseph Ferrara, Richard O'Connor and John Hackbarth to the School Building Expansion Committee	68-69
27. Approve Re-Appointing William Ulbrich to the Housing Authority for a Term Of Five Years to Expire 10/31/2004	15

Town Council Meeting

- 3 -

September 14, 1999

Agenda Item

Page No.

Waiver of Rule V

Approve Waiving Rule V of the Town Council Meeting Procedures for the Purpose of Entering Into Executive Session Pursuant to Section 1-200(6)(E) Pertaining to Strategy and Collective Bargaining

69-70

TOWN COUNCIL MEETING

SEPTEMBER 14, 1999

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, September 14, 1999 in the Robert Earley Auditorium of the Wallingford Town Hall and was called to Order at by Chairman Robert F. Parisi at 6:32 P.M. Councilors Centner, Farrell, Knight, Papale, Parisi, Renda, Rys and Zandri answered present to the Roll called by Asst. Town Clerk Patricia Sgambati. Councilor Zappala arrived at 6:40 P.M. Mayor William W. Dickinson, Jr. Arrived at 6:36 P.M.; Town Attorney Janis M. Small arrived at 6:38 P.M.; Comptroller Thomas A. Myers was also in attendance.

A blessing was performed by Deacon Wayne Griffin, Church of the Resurrection.

The Pledge of Allegiance was given to the Flag.

ITEM #2 No items of correspondence were presented at this time.

ITEM #3 Consent Agenda

ITEM #3a Approve and Accept the Minutes of the 6/8/99 Town Council Meeting

ITEM #3b Approve and Accept the Minutes of the 7/19/99 Special Town Council Meeting

ITEM #3c Approve and Accept the Minutes of the 7/20/99 Town Council Meeting

ITEM #3d Approve and Accept the Minutes of the 7/27/99 Special Town Council Meeting

ITEM #3e Approve and Accept the Minutes of the 8/5/99 Special Town Council Meeting

ITEM #3f Approve and Accept the Minutes of the 8/17/99 Town Council Meeting

ITEM #3g Approve and Accept the Minutes of the 8/31/99 Special Town Council Meeting

ITEM #3h Consider and Approve a Transfer of Funds in the Amount of \$545 from Overtime Acct. #2030-101-1400 to Regular Salaries & Wages Acct. #2030-101-1000 in the F.Y. 1998-99 Budget of the Fire Department

ITEM #3i Consider and Approve a Transfer of Funds in the Amount of \$346 from Transportation Acct. #7020-300-3200 to Advertising Acct. #7020-401-4000 in the F.Y. 1998-99 Budget of the Zoning Board of Appeals

ITEM #3j Consider and Approve a Transfer of Funds in the Amount of \$1,700 from Roof Repairs - Co. #1 Acct. #2030-999-9932 to Beautification Project Acct. #2030-999-9021 - Department of Fire Services

ITEM #3k Consider and Approve an Appropriation of Funds in the Amount of \$2,380 to Revenue Highway Safety Acct. #1050-050-5883 and to Police Overtime Acct. #001-2005-101-1400 - Dept. Police Services

ITEM #3l Consider and Approve a Lease Between the Town of Wallingford and Committee on Aging for Property Known as 284 Washington Street, Wallingford for a Term of One (1) Year Commencing September 1, 1999 to August 30, 2000 - Mayor

ITEM #3m Consider and Approve Tax Refunds (#30-35) Totaling \$4,282.73 - Tax Collector

ITEM #3n Consider and Approve an Appropriation of Funds in the Amount of \$6,501 to Revenue - State Grant and to Expense - Wages in the Food Protection Program Special Fund - Director of Health

Motion was made by Mr. Rys to Approve Items #3a-g and #j-n on the Consent Agenda, seconded by Mr. Knight.

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

ITEM #4 Items Removed from the Consent Agenda

ITEM #3h Consider and Approve a Transfer of Funds in the Amount of \$545 from Overtime Acct. #2030-101-1400 to Regular Salaries & Wages Acct. #2030-101-1000 in the F.Y. 1998-99 Budget of the Fire Department

Motion was made by Mr. Rys seconded by Mr. Farrell.

Mr. Zandri explained, the correspondence accompanying the transfer request states that a deficit was caused by a workers' compensation payment that was previously unaccounted for. He asked, how do we make a payment and not have it accounted for? Isn't it part of the computer system where it goes against a particular account?

Fire Chief Wayne Lefebvre replied, the payments were made. There is an audit trail that goes along with these and there was quite a number of transactions for workers compensation this year. As a matter of fact we retired four people under workers' compensation cases. Through all of the transactions, one of them took place...the payment was made but the paperwork somehow did not get through the audit in time and it was caught at the end of the year audit by the Finance Dept. The money remains in my budget and we send up the absenteeism under workers' comp and it is then placed in a different section of my budget.

Comptroller Thomas Myers stated, the funds are accounted for in such a manner that when a workers' comp claim is presented against a department, certain funds are expended out of the department budget and certain funds are encumbered to be later transferred to the workmen's compensation base account. It is the funds that were encumbered that came into question. It was not payment that was not recorded, but an encumbrance or commitment of Fire Department wages that was not placed. The payments were correct, the commitment of funds remaining in the Fire Department wage account due to workers' compensation expenses were under-stated by \$545.

Mr. Zandri asked, the worker's compensation does not come out of the Fire Dept.?

Mr. Myers answered, a portion of it comes directly out of the Fire Department wage account and a portion of the employees wages are encumbered. At the end of the fiscal year we true up all those encumbrances. We reconcile with department and with the Risk Manager and then, as a final entry, those encumbrances are removed from the Fire Department and placed in Risk Management. It really is a paper transaction. For the number of transactions that occur on worker's compensation is really a very minor issue. We could have let it go except that, to keep the system that we have had for fifteen or twenty years in place. We felt it was worthwhile that everybody saw what happened, that we follow through the process and set it straight.

Mr. Zandri asked, is all this computerized? Is this all set up on the computer as far as the payments, the tracking?

Mr. Myers answered, yes. Each department receives a report, in the case of Fire, Police, Public Works, they receive a report each week so we cycle all of our payments to Friday and usually on

Friday afternoon a statement is ready for each department so that they can see where they stand on a week to week basis. If there are any questions there is a constant dialogue between our office and all of the operating departments. It is really on a day by day basis.

Mr. Zandri asked, how long does it take to finalize the budget? Here we are several months beyond the end of the year; how long does that process take?

Mr. Myers answered, it usually takes sixty to ninety days past the end of the year to true up all the accounts and go through a period of adjustment and prepare financial statements.

VOTE: All ayes; motion duly carried.

ITEM #3i Consider and Approve a Transfer of Funds in the Amount of \$346 from Transportation Acct. #7020-300-3200 to Advertising Acct. #7020-401-4000 in the F.Y. 1998-99 Budget of the Zoning Board of Appeals

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

Mr. Zandri stated, this transfer applies to last year's budget year. Was this an overdraft in a particular line item? Was it over-expended dollars?

Mr. Myers answered, yes.

Brian Leslie, Acting Chairperson, Zoning Board of Appeals was in attendance to answer questions.

Mr. Zandri asked, how does this happen? How do we get to a point where a check is issued or something is spent when there is not money in that account?

Mr. Myers answered, a check has not been issued first. An overdraft occurred because the invoices for advertisement exceeded the budget. It is really one of those housekeeping issues that is...I don't want to say it is impossible to track but you talk...the reference here is a board that works part time and does not have a full time staff. The advertisements are not priced by the newspaper until they are placed. The pricing occurs after the advertisement has been placed to the newspaper. If there isn't a mechanism, some full-time individual or staff person to monitor the account for how many ads have been placed that have not been paid for, this can easily happen. Given the vast array of agencies and commissions and boards that we have; for the few times that this might occur, it just isn't worth trying to explore anything to put a harder control or spend anymore time on it. We will spend a lot

more than \$346 trying to change the system that we have had in place since I have worked for the town. It is one of those odd-ball occurrences. There is no real way to track it absolutely. It requires some monitoring on the part of a Board or a Commission or an agency. Again, a lot of these people serve the town part-time, they have other business interests and occupations that they have to attend to on a day by day basis. If we see something that looks like it is going to run short, a lot of times people in Finance will call up and offer some advice such as, "this account looks like it is running down and if you are going to have more expenditures, maybe you ought to seek a transfer ahead of time." Other than that, there is little that can be done.

Mr. Zandri asked, when they place an ad, they don't go through your department?

Mr. Myers answered, no. It goes directly to the newspaper.

Mr. Farrell asked Mr. Leslie, although you were not the Chairman at the time, was there anything unusual about the past year's budget and why you were advertising more than usual?

Mr. Leslie answered, absolutely. In the last fiscal year the Zoning Board of Appeals had at least three and possibly as many as five special meetings outside of their regular monthly meetings. Part of that was due to erroneous decisions on the part of the ZBA and other were due to time constraints as far as when a meeting can be held. As a result of those special meetings, the town had to incur additional advertising costs in the Record-Journal and I believe on at least one occasion and perhaps more than one, the town also picked up the tab for the certified mailings to the abutting property owners for those particular meetings.

Mr. Farrell stated, this was largely to accommodate the townspeople who are applicants?

Mr. Leslie answered, that is correct.

Mr. Zandri commented, I brought this item up, not because I was trying to criticize the Board in any way, but to find out how the mechanism works and whether or not there are some ideas that we could come up with so that it won't happen again; maybe just a better tracking mechanism. I wanted to make sure that was clear.

NOTE: All ayes; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Reginald Knight, 21 Audette Drive asked the Mayor, when you were given permission by the Council to sign this contract for the Tyler Mill Land, did you make sure that each and every

Councilor was fully aware of the comparison of the \$2,000 limit compared to 6%? That they were fully cognizant of the implications of how much money would go an agent?

Mayor Dickinson replied, the discussion concerned our strategies in obtaining information regarding the property. There were discussions regarding commission, in general, the hiring of anyone. I don't believe we got into any specifics regarding the Charter. There were two subsequent executive committee meetings when the Realtor was with the Council and the Town Attorney and I discussing aspects of the property and its acquisitions.

Reginald Knight asked, can I go down the line of Town Councilors and ask them individually starting with Mr. Centner, if they were fully aware of the implications of the six percent against the \$2,000 limit for an agent to purchase something?

Mr. Centner replied off microphone, I am not running the meeting, the Chairman is.

Reginald Knight asked if anyone was listening to him?

Mr. Parisi thought the question was being directed to the Mayor.

Mr. Centner stated, my response was, he is asking each and every Councilor to answer specifically to what we understood in executive session and I referred you (Reginald Knight) back to the Chairman because he is Chairman of the meeting.

Mr. Parisi replied, I am not going to entertain that response, no.

Reginald Knight asked, is anyone there willing to say that they did not understand the six percent against the \$2,000? Is anyone willing to say so?

Mr. Parisi answered, they can if they want to but I am not going to.

Reginald Knight informed the Council that in Weston (CT.) the State paid more than half for a beautiful piece of property. In Branford (CT.) the State paid \$227,000., more than half the price for beautiful property. In Cheshire, the State paid more than half for a beautiful dairy farm on the premise that it will be open land. We bought land at an exorbitant price; much higher than anyone paid per acre for land and when we talk about the Cooke property, all of a sudden, it became a point whether it was open land or going to be used for something else. And the excuse was that the Town wanted to use it for something else so they couldn't go to the State for money. I thought that the whole idea was, according to Mr. Farrell, he doesn't like to sell open land. He was referring to the Durham

land, I believe at the time. I can see in his heart that he is talking about preserving it as open land. I don't see anything wrong with it staying open land. That is what the public understood, that it would be open to the public. Not a golf course, not a baseball field or anything else, but open property.

On a separate matter, Reginald Knight asked, do we have a Sidewalk Inspector yet, Mr. Mayor?

Mr. Parisi pointed out that there is an item on the agenda later on dealing with this matter.

Reginald Knight asked, can I ask the question? Is a Sidewalk Inspector a question on the agenda?

Mr. Parisi answered, that could be part of the report. That is not a problem.

Reginald Knight stated, a company wanted to get the contract to fix the sidewalks in this town and he was miffed because he was getting little bitty jobs. I can understand that he could look around this town and see that there were huge problems with the sidewalks and that they really needed to be addressed.

closing, Reginald Knight stated, finally, I would like to thank Mr. Zandri for bringing up that business of the shaded area on the park, pond, swimming pool. We people who are bothered by the sun, it is not just a matter of skin, it is a matter of heat stroke, sun stroke and I would like to thank him for brining that up.

Vincent Avallone, 1 Ashford Court stated, it was at the last Council meeting that I brought up a legal opinion that was rendered by Attorney Freschette. Councilman Farrell expressed some interest in seeing that. To your credit, Mr. Chairman, you also did and recommended that copies of that opinion be sent to Councilmembers. I was wondered whether or not everyone had received a copy?

Mr. Parisi replied, I received mine, I would have to believe that everyone did.

Mr. Avallone asked, did everyone get a chance to read it?

Mr. Parisi answered, I read it.

Mr. Avallone asked, what did you think of the conclusion of Attorney Freschette?

Mr. Parisi turned the question over to the Town Attorney.

Atty. Janis Small stated, initially, Adam Mantzaris (Corporation Counselor) reviewed it and he had his own opinion of it. I could look at what he reviewed. One of the sources of disagreement is the

assumption of facts that assumes that the Mayor hired the Realtor without the Council's knowledge or consent and I disagree with that factual assumption. That is one of the key premises of his conclusion that there is an ultra-virus act taking place. There was no ultra-virus act; everything was done. We did discuss commission with the Council. I recall the discussion, certainly not every word but I recall when we spoke of hiring Mr. McLaughlin and discussed the fee he would receive if we did not buy the property and the commission he would receive if we did buy the property. I remember quite vividly the Chairman indicating that it was o.k. to do so in the circumstance to hire Mr. McLaughlin, however if we hired a Realtor in the future we were to select a different Realtor so that other Realtors in town would receive the same opportunity to make money. I recall that conversation quite specifically. The attorney was given certain facts to assume and I take exception to the fact that he assumed. The sections that he cites in McQuillans are not inaccurate if you view them in and of themselves but there was no illegal act that took place in this matter. Further, he took exception to a case I cited. I think some of his points are well-taken; I do have, however, four or five other cases for that proposition. It is not an uncommon proposition. This body, having the power to give the bidding process to contract to buy property can correct an error if there, in fact, was an error, which we claim that there was not. I have other cases if you wish; I can give you the citations to them.

Mr. Avallone replied, I am really disturbed at that explanation. I am disturbed at the Council refusing to answer a factual situation and that was the decision of the Chairman. Your explanation that you cited a case that does not stand for the proposition that you are trying to get across to this Council disturbs me a great deal.

Atty. Small replied, I did not say that. There are better cases for that proposition. I will agree with that. There are better cases.

Mr. Avallone asked, you think that case stands for the proposition that you were making?

Atty. Small answered, I believe it did. I don't have it in front of me but I do believe it did.

Mr. Avallone replied, I don't believe it did. Let me ask you this. You are saying that your understanding is that this Council, in executive session, was aware when they authorized the Mayor hire Mr. McLaughlin, they were aware that this was going to exceed \$2,000.? That is your understanding?

Atty. Small answered, yes, that is my recollection.

Mr. Avallone stated, let's say that is correct. Let's say if they specifically did that, are you telling me.....

Mr. Parisi stated, let's stay out of the court room now.

Mr. Avallone replied, this is not a court room. This is a place for truth to be determined. This is not a court room because I am a lawyer, does not make it a court room.

Mr. Parisi answered, well, it does but go ahead.

Mr. Avallone asked, are you telling me that if this Council, in executive session, said to the Mayor, "you can go out and you can hire a Realtor for \$58,000.", that gives the Mayor the authority to do that and that is not a violation of the Charter?

Atty. Small answered, the Council did not say, "go out and hire and spend \$58,000 on a Realtor." The Council, nor the Mayor, nor I knew at that point in time what price the seller was going to demand and the fact that he was not going to negotiate a different price. Further, the Council came out of executive session and voted to authorize the Mayor to negotiate the contract as discussed in executive session. That included the authorization to hire the Realtor.

Mr. Avallone asked, is that a waiver of the bid?

Atty. Small replied, I believe, in effect, it was, yes.

Mr. Avallone asked, you are stating what you believe the understanding of this Council was, and the Chairman who is not going to allow each and every individual to tell.....

Mr. Parisi stated, wait a minute....you had better re-phrase that. I am not prohibiting anyone from speaking. Now, let's listen to what I say, please.

Mr. Avallone asked Mr. Parisi to repeat his statement.

Mr. Parisi stated, I said that anyone that wanted to respond could go right ahead, I am not going to respond. That is what I said. And I think everyone heard me.

Mr. Avallone stated, Mr. Centner was asked a question and he did not respond, is that your choice not to respond then?

Mr. Parisi stated, wait a minute. This isn't an inquisition.

Mr. Avallone this is a question and answer period. I am asking a question. If you call that an inquisition to ask a Councilperson what his understanding was when he allegedly authorized the Mayor to do something, then I will sit down, that is fine.

Mr. Parisi stated, you asked the question once already and there was no answer to the question.

Mr. Avallone asked, is it an inquisition, Mr. Parisi, to ask that question of a Councilperson?

Mr. Parisi asked, did you hear what I said? Did you ask the question once?

Mr. Avallone answered, yes, I asked Mr. Centner.

Mr. Parisi stated, you asked the question of the Council.

Mr. Avallone asked Mr. Zandri, was it your understanding that you were authorizing the Mayor to hire a Realtor for \$58,000 or in excess of \$2,000?

Mr. Zandri replied, it was my understanding that we gave the Mayor the authorization to hire a Realtor. I don't recall at any time a dollar amount being discussed.

Mr. Avallone asked Mrs. Papale, do you remember the Mayor saying that they were going to pay a 6% commission on top of the \$1,900 fee?

Mrs. Papale replied, I concur with Mr. Zandri. We did vote to hire Mr. McLaughlin and we never talked of the price.

Mr. Zappala replied, my answer is the same; I was never told we were going to pay \$58,000.

Mr. Renda stated, my answer is the same.

Mr. Rys replied, no comment.

Mr. Knight replied, my understanding was that we voted to hire a real estate person to assist us in the purchase of property in the town and no price of \$58,000 was said at that time because there was no price of any property discussed at that time.

Mr. Avallone asked, was the \$1,900 flat fee mentioned in addition to a commission?

Mr. Knight answered, my recollection is not entirely clear on that. I certainly operated under the assumption that a commission was due.

Mr. Avallone asked, was the \$1,900 flat fee mentioned?

Mr. Knight replied, I cannot answer that honestly.

Mr. Farrell stated, we had a nice telephone conversation last week.

Mr. Avallone replied, and I did not bring that up out of courtesy because that was off the record so I did not mention that.

Mr. Farrell continued, and one of the points that I had made in the conversation was that there had been multiple executive sessions on that particular parcel. I do know that for at least one of those executive sessions, that I wasn't here. So I don't recall the figure used. I do recall 100% that we authorized the Mayor to hire Chris McLaughlin. But as to what the fee would be, that could have been discussed in the one executive session that I do know occurred in my absence. Again, there is no minutes for executive sessions so it is not like I can go and read what my colleagues did. I am not saying anyone is wrong but I don't have a particular recall.

Mr. Avallone asked, do you think you, as a Councilperson can, in executive session, authorize the Mayor to enter into a contract for services which exceeds the value of \$2,000 without waiving the bid?

Mr. Farrell answered, that is what seems to be what is at issue in the legal opinion between Atty. Freschette and Atty. Small. Granted I am a lawyer, but I don't sit on here (Council) as a lawyer. I have to take, in part, the advice of the Town Counsel. It is her job to be our lawyer; it is not my job to necessarily second-guess it. I did, as a result of your call, I spoke with her and she cited a number of other cases of where she said that the legal opinion that she has rendered is buttressed by those cases. As with any case, you can always argue that a lawyer is saying that the proposition that the case stands for is being somehow stretched. That is an accusation that can really be made about any legal opinion but I can't just openly doubt her when she writes a legal opinion, it is out in public, it is great for people to debate it but she has provided a number of other cases that stand for what she is saying that what we did was correct.

Mr. Avallone stated, I know you are the only attorney on the Council but the case that was cited is not a difficult proposition to understand. It does not stand for a proposition that is difficult to understand. We are talking about whether a municipality can make legal something that was illegal in the beginning versus going to the State and having a statute passed to make something legal.

Mayor Dickinson stated, one point here regarding bid waivers; the Charter requires a bid waiver where departments are coming forward and requesting authority to go other than through public bidding for the purchase of services or products, etc. In this case, it is the Council, itself, that has the authority to acquire land. I don't know that the express motion to waive the bid is necessary when the very body that deals with the subject is the one acting. It is for departments coming forward to use other than the public bidding process. It was not other departments coming forward; this is an action by the Town Council in order for the Town to go and acquire property. So there is a little bit different scenario here than what would be typically before the community when the Fire Department, Police Department, wants to acquire something and comes forward and requests a bid waiver and not use the usual process. It is the judge saying "this is what we should do". I think it carries different weight than if an action is requested from a department.

Mr. Avallone asked, am I to interpret then that the Council is not bound by that particular part of the Charter then?

Mayor Dickinson replied, it requires a vote of the Council, and the Council did vote, given that it was in executive session, the vote reflected the confidential nature of it and authorized activity to occur which was outlined in executive session. That is the way it has to be in order to not only allow the Town to protect the interest of the community but we are authorized to do that under freedom of information in the executive session provisions.

Mr. Avallone asked, again, the Council is not bound by that chapter of the Charter? Bidding, going out to bid, waiver of bid, they can decide what they want to decide?

Mayor Dickinson answered, normally, you would have all of that information before you as to the direction that the Council was pursuing. In this case, because of executive session, you could not know that so, no, it does not stand for the proposition that all of that is not binding on anyone. The information was there, a vote was taken, but it is of a confidential nature. The vote permitted what was discussed in executive session to occur. That, in effect, was a bid waiver.

Mr. Avallone stated, I totally disagree with that logic. You are going to be making decisions, this Council in the future. I am not the only one who questioned this. Mr. Centner, in the newspaper, made a remark that some things should be done differently and that legal Counsel for the Town should be more careful to explain to the (Town) Council the ramifications of the law before you decide. I am suggesting that you are going to come up with issues like this again in the future and what I perceive as a cavalier approach to this, that is my categorization of this...that is how I see this thing, that this Town could be subject to land being purchased, Realtors being hired and you are not subject to the Charter and you can do what ever you want to do. I think it stinks.

Mr. Parisi stated, I don't think we can do what ever we want to do. I think it depends on the situation. I think you are trying to take a blanket example and I don't know that that is a true reflection.

Mr. Avallone replied, I am not giving a blanket.....I am saying that if the same situation arose.....

Mr. Parisi interrupted to say, we also have a referendum process should it be necessary which has proven itself to work very well.

Mr. Avallone stated, and it is a question for the people to decide.....

Mr. Parisi interrupted to say, this whole Council sat at several executive sessions.

Mr. Avallone asked, and nobody remembers ever saying to the Mayor, you could do this, nobody.

Mr. Parisi stated, it wasn't an issue at the time. It was not an issue until it became made an issue.

Mr. Avallone stated, and I hope you are not inferring that it shouldn't be made an issue because it should be made an issue and it shouldn't happen again.

Mr. Parisi stated, I am not saying anything but the truth as to what has happened.

Mr. Avallone staed, I am suggesting, as a resident, that I would like to see this Council handle a situation like this a lot differently. If there is a legal opinion and there is a case in there that has changed, then I would certainly like to see the cases and I think you should be made aware of it, too.

Mr. Parisi stated, you are an attorney. How many legal opinions do you see everyday?

Mr. Avallone answered, Mr. Parisi, you can complicate this by trying to make it difficult in legalese.

Mr. Parisi answered, I am trying to understand .

Mr. Avallone continued, if you are trying to understand, I am telling you, I am confident in your intelligence, you can pick this case up that Atty. Small has cited to support her position and, I am telling you that it is an extremely weak case to support the position that she is making. You have a mind, you are intelligent and I think you can sit and say, "Atty. Freschette says this. I see the case the you cite isn't really clear to me. Can you give me some clarification?" At that time I think it is incumbent upon Atty. Small to present this entire Council.....

Mr. Parisi interrupted to say, I am sure she will.

Mr. Avallone answered, I hope so.

Mr. Parisi asked, what if I agree with her? Then what are you going to do?

Mr. Avallone replied, that is fine. That is fine.

Mr. Parisi stated, you are going to be upset.

Mr. Avallone answered, not true. I am asking every Councilperson to get as much information on this issue as possible. You represent the people in this town and your decisions affect.....

Mr. Parisi interrupted to say, I never had a problem doing that.

Mr. Avallone continued, it is not me, Vinny Avallone, it is not me; I am one of the people. But you represent all of the people and I think it is incumbent on you to get as much information. And when you get a legal opinion, as contrary to the one the Town Attorney gave you, I think you should weigh that. I think you should look at it and I am telling you, maybe I am biased, but I am looking at both of those opinions and if you pick them both up at the same time, I think you would be leaning towards Mr.....but that is neither here nor there.

Mr. Parisi stated, you have a position. And you are inclined to look at these opinions one way. I have a position and look at them another way. I promise you this. I will, and I am sure most of the Council, if not all, will look at those cases. I don't have a problem.

Mr. Avallone stated, I have one other question. I know I have been long and I would appreciate just two minutes.

Mr. Parisi announced that the Public Question and Answer Period would be over when Mr. Avallone is through.

Mr. Avallone stated, about ten years ago there was a situation with the Board of Education. Somebody purchased a computer or allegedly purchased a computer. They did it without going out to bid or getting a bid waiver. I got these facts from a report that you wrote, Mr. Parisi, when you were the Chairman of the Committee to Investigate Purchases. I have a copy of the report here because I would not expect that you could remember, not doubting your memory, but I couldn't remember. I have a copy for you to look at. In that report it stated the fact that, after the computer was purchased an individual came and realized what they had done. They purchased something without going out to bid, without securing a bid waiver, and they asked for it to be on the Council

agenda for a bid waiver. When they came to ask for that bid waiver, you rendered a decision and said, "You can't ask for a bid waiver after you have already purchased something." I see a parallel here in that when the Mayor signed a contract with Mr. McLaughlin. It wasn't until eight or nine months after that....it didn't go out to bid, there was no bid waiver yet, eight or nine months later it came up before this Council and you authorized the funding of that. I don't understand that.

Mr. Parisi stated, first of all I wasn't Chairman of the Council. I had no control over the meeting. Let me also clarify that. What prompted the questions about the bidding process was that the individual who presented the information had falsified three bid requests.

Mr. Avallone answered, I agree.

Mr. Parisi continued, this is not a very good parallel because the computer situation was riddled with misinformation and lies and it was just deplorable. That was very easy to....it wasn't easy but it was possible to track and clarify everything that was purported to be done that was not done. That is a little different; considerably different.

Mr. Avallone answered, I agree with you. It is a complicated situation. A lot of allegations were made but you, in your report, that you sent to the Ethics Commission, Atty. Richard Gee at the time; you made over forty (40) findings and I am referring to one specific finding. It says, "(name left out) requested a bid waiver for a Hewlett Packard computer to Mayor Dickinson. The Mayor has already looked at the Hewlett Packard computer installed at the Board of Education Business Office. So I am talking specifically under that whole nightmare of this purchase of the computer. In conclusion, you cannot have a bid waiver after you have purchased a Hewlett Packard computer." Again, the point is, I think we had a contract here, services were provided, \$58,000 had been committed, it didn't go out to bid; there was no bid waiver, yet, seven or eight months after the contract was signed and the services provided, this Council authorized the payment of that.

Mr. Parisi stated, all of that was initiated by the Board of Education, not the Town Council. It is different, you are on a different field. I really don't want to go round and round on this.

Mr. Avallone stated, thank you for the courtesy of the time. I apologize to anyone else whose time I might have taken.

Mr. Parisi replied, that is o.k., thank you. Public Question and Answer period is closed.

Pasquale Melillo, 15 Haller Place, Yalesville approached the microphone to state his opinion on the matter but the Council moved on to the next order of business.

Motion was made by Mr. Rys to Move Agenda Item #27 Up to the Next Order of Business, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #27 Consider and Approve One (1) Appointment/Re-Appointment to the Position of Commissioner of Wallingford Housing Authority for a Term of Five (5) Years to Expire October 31, 2004.

Motion was made by Mr. Rys, seconded by Ms. Papale.

Ms. Papale placed the name of William Ulbrich into nomination for the position, seconded by Mr. Zappala.

Ms. Papale stated, many people in the community as well as everyone on the Town Council is familiar with Mr. Ulbrich for many reasons. He has been active in so many organizations and has volunteered for many things. The important thing is that he has been a commissioner with the Housing Authority for five years.

Mr. Parisi stated, we are all familiar with Mr. Ulbrich's dedication to the Town of Wallingford; the many capacities that he has served in over the years and with this appointment it is nice to know that he will continue to serve the Town.

VOTE: All ayes; motion duly carried.

Assistant Town Clerk Patricia Sgambati performed the Swearing In Ceremony at this time.

(Applause)

ITEM #6 Consider and Approve a Transfer of Funds in an Amount Totaling \$11,225 to New Service Installation Acct. #345-099 of which \$7,875 is Transferred from New Meters Acct. #346-099; \$1,850 is Transferred from New Hydrants Acct. #348-099 and \$1,500 is Transferred from Laboratory Equipment Acct. #345-099 - of the F. Y. 1998-99 Water Division Budget

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

Mayor Dickinson left the meeting at 7:19 P.M. and returned at 7:37 P.M.

Comptroller Thomas Myers left the meeting at 7:20 P.M. and returned at 7:50 P.M.

Correspondence from Roger Dann, General Manager of the Water & Sewer Divisions states that the Water Division has identified a transfer required due to a larger than normal number of new service installations during the year primarily attributable to the Seiter Hill and Fox Run Drive projects. It is noted that the customer pays for the costs of new service installations at the time of connection and therefore offsetting revenue has also been realized by the Division.

Mr. Centner asked, of the families that have committed to tie-in; at this point how many have done so?

Mr. Dann answered, there were approximately 81 properties that could have sought services. I believe about 60 actually installed services to the curb. I do not know the exact count of how many continued those services in. If I had to guess I would probably say 50 of the 60 continued the services all the way into the house.

Mr. Centner asked, the way we tie the lines, the curb service to the water main, that allows for them connect without having to dig up the road or the sidewalk?

Mr. Dann answered, that is correct.

Mr. Centner added, so the valve is after the sidewalk even if there is one in the area, right?

Mr. Dann stated, generally, it may be in between the sidewalk and the road so that when they connect they may take a piece of the sidewalk out and have to replace that.

Mr. Centner stated, I know there is growing concern with our sidewalk program and the conditions. I just want to see what kind of position we are in as we conclude the program.

Ms. Papale asked, who pays for the installation?

Mr. Dann explained, the cost of the installation from the main to the curb is paid for by the property owner. Typically that work is performed by the Water Division. In this case it was split between the Water Division and the general contractor who did the excavation and trench repair. The continuation of that from the curb, even to the house is entirely at the homeowner's cost. We cover the income because they pay for it but we still utilize materials of the Water Division, therefore we incur the expense as well.

VOTE: All ayes; motion duly carried.

ITEM #7 Consider and Approve a Waiver of Bid to Award a Contract to Area Cooperative Education Services (ACES) for Pro-rated Monthly Filesaver Usage Fees - Superintendent of Schools

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

The school system has gone out to bid for their own filesaver and the software to run it. In the meantime, they need to have the usage of a filesaver for the MUNIS software on which to run their fiscal operation. ACES is the most convenient vendor from which to purchase this service on a temporary basis.

Joseph Cirusuolo, Ed.D., Superintendent of Schools explained, this is another result of ACES....we were before you asking for a bid waiver on something else because ACES, last Spring, told us they were going to go out of the business that we had contracted with them for through the bid process. We arranged to use their filesaver for our financial software/operation, until we get the bids; the bids are out, we get all of that cleared and we purchase our own software and we do it in house. We are approaching the point where the fee will get over the bid limit and that is why we are before you tonight. We hope that we will have our own server installed and operational by the end of October but we would like authorization to continue with ACES to the end of November just in case that schedule can't be met. If we have to go through to the end of November, that the total cost would be \$4,375. We are asking you to authorize us to go to that point. We will try to make it less than that and obviously get our own filesaver installed as quickly as possible.

Business Manager, Linda Winters stated, this was originally included in our bid 96-228 which was our bid for the management computer software. Now that ACES has decided as of July 1st to no longer provide technology support to local school districts, this is a separate fee. That is why we are here before the Council tonight.

Mr. Centner as I recall, that was part of your master plan; the management system. Now this filesaver-type of application, the current machine you just completed purchase, this will all interface with no problem?

Dr. Cirusuolo answered, yes.

Mr. Zandri asked, is this an extension of an existing contract?

Dr. Cirusuolo answered, in a sense it is an extension of the contract that would have been in effect had ACES not terminated the contract.

Mr. Zandri asked, the services you have now must be under an existing contract?

Dr. Cirasuolo answered, yes. We had already contracted for the services at \$850 per month. We are rapidly approaching the point where we are going to owe them more than \$2,000. It was our hope when we first made this arrangement that we could get all of the specifications in and do all the bidding by now and have a filesaver available. For a whole bunch of reasons we were not able to do that and now we anticipate installing the filesaver hopefully by the end of October, the worst case scenario, the end of November. That is why we are before you this evening.

Pasquale Melillo, 15 Haller Place, Yalesville expressed his objection to waiving the bidding process in this matter.

VOTE: All ayes; motion duly carried.

ITEM #8 Consider and Approve a Formal Recommendation by the Town Council that the Mayor Consider the Installation of a Canopy at the Community Pool Facility to Provide Patrons with a Shaded Area for Protection from the Sun and/or Inclement Weather as Requested by Councilor Geno J. Zandri, Jr.

Mr. Zandri stated, I would like Tom Dooley, Director of Parks and Recreation, to explain what his plans are with regards to the pool and I have some ideas of my own that I would like to interject. I would like to hear from Mr. Dooley first.

Mr. Dooley displayed a rendering of the Community Pool complex. He stated that he received a letter recently from TLB Architects, which gives the facts and figures on custom-built shade structures which were in the original plans for Community Pool. He also referred to other literature on an alternate style of shade structure provided to him by another company. He distributed the information to the Councilors at this time. The cost ranges from \$800 to \$2,200. for the garden-variety shade structure. The structures that were proposed as an alternative, at the time they were included in the original plans, were quoted at a price of about \$30,000. That is because they were a lot more permanent and solid in nature. If we were to ask RAC to build identical structures, the price would be inflated a bit.

Mr. Rys asked, the shade structures depicted in the rendering look like read umbrellas.

Mr. Dooley answered, they are a heavy duty canvass. We did purchase this summer, fifteen tables with umbrella structures which will provide some shade during the course of the summer.

Mr. Zandri stated, the umbrella concept with the table is nice to have scattered around the pool side but my idea was to utilize the fence line along the parking lot side of the pool and put some

sort of a structure utilizing the fence as part of the support. The structure would be mounted on a forty-five degree angle going north to cast shade along the entire section of that fence along the south side of the pool; the parking lot side of the pool.

Mr. Dooley asked, do you mean using the fence as part of the structure?

Mr. Zandri answered, it could be used as part of the structure and then just put....the sun side is to the parking lot side and that would cast a shadow down along that whole section; the whole side of the pool. I would like to see if we can't get a price on doing something like that as a comparison.

Mr. Dooley replied, getting a price on a structure like that would be pretty easy. I am sure we can just contact Omar (Omar's Tents) or any one of those and price out a canvass and some sort of a stantion which would get it up....the fence is only six feet tall. I would think you would want something at least ten feet off the ground.

Mr. Zandri stated, you could utilize the fence posts. You may have to put a two foot extension on them and go off on a forty-five degree angle. You would use the fence as the back side of the structure and then come towards the pool and this way here you could shade that whole side of that area. I would like a cost comparison on the concept.

Mr. Dooley agreed to obtain the cost comparison.

Mr. Centner stated, it would be a concern of mine...and I do understand why you have to place these things at least ten feet in the air for security, kids climbing on them and things, so I would be concerned that anything that utilizes the fence as part of the structure brought down anywhere near the fence where the kids might climb on the fence and then up on the canopy would be a big concern of mine. The design aspect can be eliminated but I am not sure. The document that I have that shows the RAC design for \$30,000., is that about the price that they are still looking to do that?

Mr. Dooley answered, no, I am not sure we can hold them to that price. My feeling is that these structures being custom-built for us now, a year after this project is somewhat completed, I am assuming that the price will be inflated. This is going to have to go out to bid anyway.

Mr. Centner stated, I know a number of business and restaurant owners in town that have canopies, one in particular, he had provided the entire structure. The canopy material alone, just for a small run, was over \$3,000 and he provided all the structure. I fully can appreciate that kind of price requiring design, the supporting structure and then the canvass on it. Off-hand that design looks o.k, to me but it would be a concern of where the pricing is going to come in.

Mr. Dooley stated, I like these structures (refers to rendering) because it does not take an entire area and put it under shade. It provides shade for those people that wish to seek shade and enough shade on half the pool. It also allows people to be in the sun, those who wish to be in the sun. My only concern in taking a significant part of the pool and putting it under the shade is, unless we make it somewhat mobile, an entire part of that pool is going to remain under the shade all the time. I am not sure that is what the community wants.

Mr. Zandri replied, there is two sides to the pool.

Mr. Dooley answered, and they both get heavily utilized. It is worth looking at.

Mr. Parisi stated, in case anyone has lost track, we are discussing shade at the pool.

Mr. Zappala stated, I am glad that you are not considering placing the shade structures all around the pool because I feel that a lot of people go to the pool because they like to be in the sun. What ever you decide to put in there would be a good idea but something that should be removable. The umbrella option may be a good idea because some people like some sun but also like to be in the shade. I know when I went to the pool I brought my own umbrella and it was good thing that I did because it was awful hot. It would be nice to have some shade structure that you can revers, close it in the sun or have shade, if you desire. The idea is very good but you have to consider the fact that a lot of people like to go to the pool to be in the sun. Don't cover too much.

Mr. Dooley stated, I won't be able to do anything without getting your approval anyway.

Mr. Zappala stated, your proposal should appeal to those who like the sun as well as those who like the shade.

Mr. Knight stated, that is one of the largest pools in the State of Connecticut, if not the largest. One of the benefits of that is there is no way we could create a pool that would be all in the shade. I think you will be satisfied because, by the very size of the pool, there will inevitably be a lot of sun and places for people to sit in the sun. The shade structures have been in every plan that has been tendered to the Town Council previously and I can tell you that two hours of research will uncover in any number of aquatic magazines more shade structure recommendations than you can possibly digest. There are half a dozen publications and three dozen websites including one that is even on the literature that you gave to us.

Mr. Dooley described the shade structures in the rendering as standing 10' high and branch out like a Christmas tree in a "Y" off the center beam. There is three tiers to it; two off to the side and one off to the front which extends out 6-8' from a heavy duty canvass. These are solid 2'X6' poles that are reinforced at the joints and supporting the canopy structure itself, that is why it is so expensive. They are cemented into the ground. It is customized construction of these heavy duty poles and canvass and they are put into the ground 4' deep and are cemented in.

Mr. Parisi asked, are you still considering the picnic area to the north of the bathhouse?

Mr. Dooley answered, yes. On the other side of the bridge where the stream is, yes. Henry (McCully) have plans to clear that out as soon as this clears in the Spring.

Mr. Parisi answered, that is a pretty well-shaded area, too.

Mr. Zandri asked, will you look into doing something along the fence line on a canopy-type structure that will go along that fence line?

Mr. Dooley answered, if you would like...I will get Omar down there sometime in the next week or two and you can come down with us. You can explain to him in greater detail what it is you are looking at.

Mr. Zandri replied, I would be glad to. I just want to get another idea in there and a cost comparison. If you want to set it up first then give me a call, I would be glad to meet with him.

Reginald Knight, 21 Audette Drive asked, is this going to be a solid structure? And made of what material?

Mr. Dooley answered, yes, it will be solid and made of wood.

Reginald Knight asked, maybe the older people remember the way stores had a flexible shade in front of the stores. Why could we not do that? Where the poles are for the fence, you could run them up like flags and let them down again when they are not needed. You could extend the poles or clamp a pole to the existing poles. You would have very little expense and the Town could do it themselves.

Mr. Dooley answered, I don't see why that couldn't be pursued. There was an alternative presented with construction. We did not accept the alternative but we have not pursued it up until the end of the summer. At the time the shade structures were considered, they were

removed from the project and I think any option or idea that someone comes up with can be pursued.

Reginald Knight asked, do you think that is feasible? It would cost a lot less and, in two minutes, you could drop it down if necessary. It is something that the Town could do itself. We seem to be contracting out to someone every two minutes. I see someone doing the sidewalks from out of town: I see people cleaning out the storm drains from out of town; cutting down trees from out of town. Apparently we have no artisans in town that can do anything. I would think that Public Works could come up with some ideas on that. Surely we have people with thought and ingenuity. It should not be too terribly difficult. How wide is the "beach" area on the south side?

Mr. Dooley answered, from the fence to the water is 25'.

Reginald Knight pointed out, you could raise the height of the screens and that would give you shadow going across the beach leaving sun area and shaded area. It costs very little; the Town could do it themselves. A few nuts and bolts and a fitted canvas.....feasible?

Mr. Dooley answered, very. He suggested that Reginald Knight jot down some notes and explain the design to him exactly.

Pasquale Melillo, 15 Haller Place, Yalesville like Reginald Knight's idea and felt it should be pursued. He felt the same way about Mr. Zandri's proposal.

No action taken.

ITEM #9 Report out by the Director of Parks and Recreation on the Re-opening of Community Pool as requested by Councilor Frank A. Renda, Sr.

Mr. Renda stated, I put this back on the agenda because you were on vacation at the last meeting. There were some concerns on the part of the public and I felt that if I brought it back, their concerns could be addressed. He suggested that speed bumps be placed on the driveway leading into the pool because the traffic has been traveling too fast through the area. He also suggested the placement of a stop sign at an area where the islands break and pedestrians cross the parking lot.

Mr. Farrell asked whether or not the pool hours can be extended next year? Is that something that is being looked into, even if the pool were to be opened on a weekend basis only after Labor Day?

Mr. Dooley replied, one thing I mentioned in my report is that we are faced with a national crisis with regards to lifeguards. There just aren't that many certified guards and there are several reasons for that. One is the dowry that they get paid, two is that it is very cost-prohibited to become a guard now. It is not enough to be certified in the Senior Lifesaving, you need to have CPR certification, first aide certification and that runs the cost to about \$400 just to get your foot into the pool, so to speak. The other thing is, we try to hire college age young men and women. The colleges are starting earlier and earlier in August so we lose them by the third week of August. What we are doing to try and meet that challenge is we are presently going to run a certification course with our own instructor and pay for it. We will train you, certify you and then give you a job. Hopefully that will be successful. If you follow this...there was a story written in USA Today outlining this. There were some parts of the country where a lot of people opened extremely short-staffed and guards were making upwards of \$1,000 per week for a certified guard. It all comes down to if we want to expend that kind of money. I don't think we should ever open that pool short-staffed. If we can't have a full compliment of guards, we will not open the pool. With regards to keeping it open on weekends through Labor Day, yes, we could do that. The cost for the chemicals is going to still remain the same because we have to keep the filter house open and it becomes a costly expense. I know people are disappointed because we had such a short season and I am sorry for that. No one wanted to keep the pool opened more than me, given the circumstances surrounding Community Pool. I think we did the best that we could; we had a great season, people enjoyed it and I am thankful now that the last couple of weeks of August we did not have a real heat wave.

Mr. Farrell stated, given the investment that we have made in the pool, if it will cost some extra dollars to get more of the season out because it is a pretty short season and it is something that people do enjoy. I think we should look at spending some more money on that because, it is a competitive job market out there and just to get bodies, let alone qualified bodies, it may cost you more. I think is something that we are somewhat anticipating.

Mr. Dooley stated, we are addressing that in the best way that the department can. We are going to offer the opportunity to pick up the entire cost to become certified. Just today we put in an application to go down to Southern (State Community College) to be part of their job fair. We are moving on this. Michelle (Koziy) has all of this under foot. Just because we take all these steps.....we had nine applications. We are right in the ball park for being on the higher end of paying wages for the position. We just upgraded that last year. Can we up the scale? Lifeguards come in at \$7.00 or \$8.00 an hour of \$6.25 an hour two years or three years ago when it last opened. The Mayor has supported us in our past to pay people what we need to pay them. It is getting the young men and women interested in being a guard. It is a much more difficult task then when you or I were teenagers.

Mr. Farrell stated, let's not discriminate against the older folks as well. They may be qualified for the job, too. I am glad to hear you are pursuing it.

Mr. Zappala acknowledged the fact that the lifeguard issue is a valid one. He stated, there are many people who would like the pool opened longer than it was this year and I know this year we had a lot of problems. But when you look at your report which says that we might have a problem next year, it is a concern of mine. When I read your report it says that you are going to scrape the areas of the pool where the paint had peeled. It was the choice of the Mayor and Mr. McCully, the Chairman of this project; who has done a fantastic job I must admit; but I do not feel we should just scrape those parts that have peeled but go beyond that. I think the reason it peeled was because the pool surface was not allowed to cure properly and we may find ourselves next year with other spots from which the paint is going to peel off. The whole pool should be stripped, re-sealed and re-painted. I don't think we should accept the job from this company that has not met with our satisfaction. We have paid a lot of money for that pool. I feel the work should be done correctly and if they made a mistake it was their fault. It was the architect's fault to accept the painting that was done to the pool and the people of Wallingford deserve their money's worth.

Mr. Dooley replied, I could not agree with you more that we are not going to accept that pool, completely, until it meets our specifications. That is well under control. Both the architect and the company that did the painting of the pool, Dalton, and the paint representative that are the ones who are suggesting that by disturbing parts of the pool where the paint did adhere, there are large parts where the paint did adhere and is fine. To suddenly run a scraper over that could cause more future damage. I am making the decision based upon...I am not making it alone, Henry (McCully) and myself are making the decision based upon what the experts in this area advise us to do. We are not going to accept the pool until we get a year or two down the road and the paint holds up. We are not scratching it, we are bringing in heavy duty machinery to scrape it down. They will scrape it down and peel off all the paint that is not adhered to the bottom. Everyone realizes there is a problem and the contractors are not running away from their responsibility. They haven't said, "too bad Wallingford did not want our money", they are working with us very closely. We met last Friday; we have another meeting scheduled next week and so everyone is aware...it is a black eye for them (contractors). They don't want to be responsible for us being dissatisfied. We have an outstanding relationship with both Dalton and AC Corporation (construction contractor) and TLB (architectural firm). As long as we maintain that level of responsibility and communication, it will get taken care of. I feel very confident that the pool is going to look fine next summer.

Mr. Zappala stated, I am glad you feel that way. I know you paid them some money last week and I was wondering what the balance owed to them is?

Mr. Dooley answered, the architect has been completely paid off because their work, in terms of the pool design, has been completed. We have not paid RAC Corporation which is owed about \$81,000.; \$47,000 of which goes for the paint job. They will not be paid until their responsibility and obligation is met.

Mr. Zappala stated, I am sorry you paid the architect for it was his responsibility....he accepted the way the paint was put on the pool. It is part of his responsibility.

Mr. Dooley answered, I don't 100% agree with that thought.

Mr. Zappala stated, the architect is the one who says what to use. It is not the contractor. The contractor has to go through the architect to say, this is what I am going to use. He has to approve it according to what the contract says. I said this before and I was in Italy during the last meeting, that we hold some money from these people. We hold enough to make sure that the job gets done correctly.

Mr. Dooley answered, and I can confidently say to you that the job will be done and if it is not completed in the Spring.....it will meet our standards as specified in the contract, I guarantee you that.

Mr. Knight stated, if I am not mistaken, most years we close the pool around the 20th of August.

Mr. Dooley responded, somewhere between the 18th and 22nd or 23rd.

Mr. Knight continued, my nineteen year-old is one of those lifeguards, not at Community Pool, she is a certified lifeguard and is a college student and I know of where you speak. She has had many opportunities to lifeguard all over the area and they pretty much pick and choose when they want to work; it is that kind of market. I would suggest though that possibly, because most of them get out of school in early May, that if there is a way to move the season up on the front end, rather than the back end, at least maybe we could extend it in that fashion.

Mr. Dooley answered, that is an option down the road. I am not sure that option is going to present itself this year because of the condition of the bottom of the pool. From what I gather, one of the reasons why we have experienced, although it was something that was put on the table and we sort of understood that it could happen, parts of the pool did not cure and we wanted to open the pool and we were very insistent on that. I am not pointing a finger at anyone, it is just that we did what we had to do to open the pool for the summer. I would really

want to move on their advice that we move a little more cautiously next summer and make sure the bottom of that pool is cured before we re-apply the paint. So that is why, tentatively right now, I am looking at end of June and most likely July 1 as an opening date. I think, down the road, and you will certainly see it reflected in our budget, I would like to open it early part of June. Remember, you will not get great use because the children are still in school and it is still going to be costly because you still have to open up the entire pool and still put the same amount of chemicals in. If we can agree that is what we want to do, that is fine. I would love to see it open. Is your daughter available next summer.

Mr. Knight stated, there was a punch list created of small things and Jon Walworth and I had also made some suggestions to you, which I am sure you incorporated, including the east end of the pool where there was water coming down off the hill, those sort of things where you were building swales, are you done with that?

Mr. Dooley answered, yes, that seemed to work out fine this summer. Of course, we did not have enough rain until the end of the summer. I was down there this week and it looks fine. They dug it out and put some more stone in there and it seems to have at least taken care of.....at least address our concerns.

Mr. Knight asked, have the shrubbery or other plants that did not survive the drought been replaced?

Mr. Dooley answered, they have not. That is part of our next meeting which will be next week with RAC, TLB and TPA Landscape Designers.

Mr. Knight asked, are you satisfied that we are going to have a punch list that is complete by the end of the Fall?

Mr. Dooley answered, even with the exception of while I was gone for two weeks, I am in contact with RAC and TLB at least two to three times a week. I think TLB thinks I am part of their corporation. I got a check from them last week. I am just kidding. We are on the phone all the time and everyone is aware of the significance of the pool. We have put enough pressure on everyone to let them know how important a successful Community Pool is. Even if they wanted to go away from this, we would not let them. They are not trying to evade their responsibility. They realize there are some problems which will be taken care of.

Mr. Knight asked, did you find the bathhouse renovations, if you want to call them that, updates that we did, satisfactory? Is it large enough to accommodate the number of people we have coming to the pool now?

Mr. Dooley answered, you know how I feel about the bathhouse. I feel Public Works did an outstanding job. We did put out a survey to people that used Community Pool this year and almost overwhelmingly the bathhouse satisfies everyone's needs. You will always have problems sometimes with it being dirtier than it needs to be but, overall, people were very satisfied. They felt it was very clean and a completely enjoyable experience. I did not have criticisms of the bathhouse.

Mr. Knight replied, I know that was the one single thing that when this whole project was begun and we ran a survey, that was the single biggest concern of most people that would not any longer come down to Community Pool, I am glad to see it was addressed.

Mr. Dooley added, we still have some things that are going to be done to the bathhouse. We would like to get some more sandpaper-type of floor tile in there. I would like to see a little more work done on the showers but it is a work in progress; it is an on-going project. I am very satisfied.

Mr. Knight stated, I applaud your efforts, it is a wonderful facility.

Mr. Centner asked, with regards to the placement of the canopies, your drawing is indicating due north to be swim lanes. I just want to caution that when you are working with an architect to design the canopies or umbrellas or what ever shade item that you have, that the sun's path changes as the season goes by from a more southerly path east to west, to a more northerly path. From what I know, in my opinion, that (rendering) is reflecting seasonal sun/shade factors in late May or early June. By August, you may find that where they are placed now, the shade may be straight under the pole or closer to the fence or maybe to stagger them a little bit may be a good idea. As the season does unwind, you would be surprised to see how much the path of the sun shifts with the earth's axis. You would like to be able to shade the people in August as well as you do in June.

Mr. Dooley answered, I don't think that design that you see there was the exact design that was going to be built. I think it was just representative of what we could do. That was eliminated early on in the ball game. If we move on this at some level, and it sounds that we are probably going to, I will meet with Mr. Thompson and anyone else who may be interested to come up with something that everyone can live with.

Mr. Centner stated, they do wrap around so you may find some umbrellas are heavily crowded during certain day conditions than others would be, and then seasonally.

Mr. Zandri asked, what is your anticipated season excluding next year because of the potential painting issue. What would you anticipate a season being for the pool?

Mr. Dooley answered, big picture? We have had conversations in the past going back to when Stan Shepardson was the Director (of Parks & Rec) of opening the pool on Memorial Day. But the discussions sort of always ended when we started talking about money because again, you are opening a large structure and you have to pour a lot of chemicals into it and we never felt we were going to get the use during the week nor on the weekends early on. Memorial Day can be chilly. I would be willing to discuss anything from Memorial Day on in.

Mr. Zandri asked, when do you anticipate closing the pool?

Mr. Dooley answered, at this point I am still anticipating the third week of August unless something drastically changes with our lifeguard situation. I really believe that the pool is one area where you need mature people. The older the person, the more mature they are in a situation which requires personal safety and water safety. It is not that we don't hire people in high school because we do but we take great care and caution to go through a pretty extensive interview process to make sure that we get the most mature people that we can. By and large most of our guards are in college. If we continue to have our guards in college or college age, then I would anticipate that we are going to continue to close around the third week.

Mr. Zandri stated, I think we should target opening it around June 1st and Labor Day as the last day. Mr. Farrell made a good suggestion when he said that we should not necessarily be targeting the young lifeguards. There potentially could be some older people who are qualified to serve so that might allow us to extend the season to Labor Day. Also, another thing you may want to look into is to work in conjunction with some of the local colleges that have swim teams that might be able to accommodate us the last couple of weeks as part of their swim program to help us to extend our season. We have a lot of local colleges here and they may be able to accommodate us as part of their program as well.

Mr. Dooley answered, those are great ideas. I just want to make you aware that we certainly don't spare any expense or manpower in advertising that we are looking for guards. I am an instructor down at Southern (CT. College) and I put up more bulletins about our positions here. I certainly wouldn't be reluctant to hire a senior citizen guard if they had the certifications. That is the problem. I am just not going to hire someone who happens to be on a swim team. That would be foolish of me. I would be very remiss if I did that.

Mr. Zandri interrupted Mr. Dooley to clarify what he meant in his earlier statement. He stated, I did not mean to say to hire someone on a swim team that was not certified.

Mr. Dooley replied, I understand. We had nine guard positions available this summer and nine applications.

Mr. Zandri stated, we are faced with a problem; we would like to see the pool open until Labor Day and sometimes when you have that problem, you have to become creative in order to solve the problem. I think that is all I am tossing out here. Let's talk to some of the colleges, some of the swim teams, what have you and see if we can't come up with a different game plan to solve the problem that we are facing. That is my recommendation for what it is worth.

Mr. Dooley answered, it is a good recommendation.

Mr. Parisi stated, I do know the Director of Parks & Recreation up in Avon, CT. I had an opportunity to sit with him at a meeting. He was lamenting about his problem with lifeguards, too. We have a problem statewide, maybe even further.

Wes Lube, 15 Montowese Trail stated, I do appreciate Mr. Zappala's stressing the need to hold the contractor's nose to the grindstone. The conversation that went on between Tom Zappala and Tom Dooley was recorded twenty-five years ago. It is a problem that is endemic with this pool. When the Lion's Club and Tom Pilla and that organization gave the pool to the town, they, too, had that same problem of lifting paint. They tried rubber-based paint; they tried acrylic paints; they tried oil-based; they tried all kinds of potential solutions and thought they had a spot finally resolved when it would happen in another location. If you are going to be holding the contractor to it, you are going to be back here every year with the same story. It is a problem with that pool design and I don't think there is a permanent solution. I also want to compliment Tom Dooley on his outreach program for lifeguards. I think that attitude would probably be more productive than sitting back and waiting for advertising responses. If this shortage of lifeguards is so wide spread, what will we do to protect the town against the possibility that we will be training the pool's lifeguards?

Mr. Dooley answered, part of the recruitment plan is having.....an agreement is only as good as the two people that enter into it, but we will have them sign a contract that says that they have to work for us for one season if we train, certify and pay for all that. That is part of the agreement. We have already taken that into account.

Mr. Lube asked, and if they did not fulfill that commitment?

Mr. Dooley answered, that depends on how far the town, I can't make a judgment on that right here. It depends upon how earnestly the Town wants to pursue them making sure that they...it can become a legal issue. I am not sure I am prepared to answer that question right now. I would hope that the people we recruit to work for us and the people that we enlist and are willing to pay for this are as good as their word. We have always done a pretty good job with our staff; we have pretty responsible young people working for us. I have been very pleased to this point, there is no reason why we wouldn't be training someone who would be good to their word. If someone were to take advantage of us I would have to sit down with Adam (Mantzaris), Janis (Small) or the Mayor to discuss how we would proceed, if we wanted to proceed at all.

Mr. Lube stated, I am not saying that anyone would be so conniving that they would sign up for our training program with the intent to go elsewhere but, nevertheless, having received that training if, subsequently another employer approached them and topped your great offer, I can see the possibility of some vulnerability there and I would suggest to you that if you were to have them sign an agreement that they would pay for their training in the event that they did not complete the year and you, in turn, sign a statement saying, "in event they serve, we waive that charge". It is legally possible to arrange and remove that possibility so you don't have to leave it up to their ethical thinking.

Pasquale Melillo, 15 Haller Place, Yalesville asked, why are the fences so short at the entrance?

Mr. Dooley answered, the fence is six feet and the state requirement is four feet. It meets state standards.

Mr. Melillo stated that he just drove by the pool and the fence does not appear to be six feet high.

Mr. Dooley stated, there is no requirement for an entrance gate.

Mr. Melillo stated, there is a short fence there. Why is it so short?

Mr. Dooley answered, it is a street fence. That is about four feet.

Mr. Melillo asked, does it make much sense for it to be so short?

Mr. Melillo stated, wouldn't it make sense to make it higher than four feet? You can just walk over the fence, an average person can.

Mr. Dooley answered, I think an average person can scale any fence we put up.

Mr. Melillo disagreed stating that the fence on the street side of the pool should be taller. With regards to the paint peeling, what kind of a surface does the pool have that the paint would not adhere to it?

Mr. Dooley explained, the part of the pool that is peeling is a bituminous bottom. It is a type of asphalt.

Mr. Melillo stated that he agreed with Mr. Lube, there is a strong possibility that the paint will keep peeling year after year. Why don't we use a certain type of water-proof cement? That way we have the water-proof without the paint. Why don't we make it a requirement of painting?

Mr. Dooley answered, those kinds of structures are probably very expensive and to do what we needed to do and wanted to do within the budget that we were given, asphalt was the kind of surface that was provided. It is too early in the ball game to make the statement that the surface we put on top of the bituminous is always going to peel. I think we need to give the companies who are working on the pool an opportunity to correct the problem.

Mr. Melillo asked, did they find out why, specifically, the paint peeled?

Mr. Dooley answered, not specifically but the guess is that we did not allow for enough curing time before we painted the bottom of the pool?

Mr. Melillo asked, why didn't they allow it?

Mr. Parisi answered, because everyone wanted it open.

Mr. Dooley answered, we were trying to meet a deadline to get the pool open so that we.....

Mr. Melillo stated, that was a bid mistake and you should not have taken that kind of mental attitude. That is wrong. The deadline should have come last; quality first. Do we have a full guarantee?

Mr. Dooley answered, yes we do.

Mr. Melillo asked, is the guarantee unlimited or just for a specific period of time?

Mr. Dooley answered, we have not taken ownership of that pool and until it meets the requirements and specifications as outlined in the contract, we will not take ownership of that pool. If we were to paint it in the Spring and it were to peel up again, we would probably go through the same process again. I cannot sit here and guarantee that it is not going to happen. It's one of the difficulties in dealing with a surface such as bituminous. Based upon my conversations with a representative of Sherman Williams, which is the brand of paint that was used, there are other paints which we are going to try which, for one reason or another, were not recommended which are going to be tried this year. We are going in to this next part of the pool paint project very optimistically. Is it possible that it won't adhere? Yes, it is possible. Once we have accepted the pool we have a five year warranty on the paint. I have not accepted the pool yet. At the point that someone signs, it is then warranted for five years.

Philip Wright, Sr., 160 Cedar Street asked, who is totally responsible and will sign for the pool?

Mr. Dooley answered, Mr. McCully will be the person who signs it.

Mr. Wright asked, when we first started this project for the third time, there was a question of a committee to manage it. It was stated that it was not necessary and I guess I was somewhat modified by the fact that John Thompson was going to be in the middle of this. I am not quite sure from what I hear that John was involved at all. Can you assure me that you are meeting with John and Henry once in a while or are you calling all the shots?

Mr. Dooley answered, I am not calling all the shots. It is a combination of, yes, John is involved in the project and Henry and I are probably the major components working with both TLB and the RAC Corporation. John is involved and has been involved when his expertise has been required.

Mr. Wright asked, Henry is always available? He is not tied up with senior citizens or fixing the road or bridge or anything?

Mr. Dooley answered, Henry has been available every time his expertise is required and beyond that. Henry has put in a lot of hard work on this pool. Yes, I would say that he is available above and beyond when he probably should be.

Mr. Wright asked, it is not good management is it?

Mr. Dooley replied, that is not a question for me to ascertain. I think the pool has been managed extremely well. I am very satisfied with the exception of that surface which will be taken care of with the results. We were supposed to bring a completed pool project by July 15th with the exception of the pool bottom and some of the landscaping issues, the pool was brought to fruition. When you start talking about management, I would say, "yes, it was a difficult project". It was managed exceptionally well on all counts. Some construction issues occurred which are being attended to. My hats off to Henry and all the people who were involved in this project. I am not going to criticize the management of it.

Mr. Wright stated, Tom (Dooley) you did not understand what I said. I said it is not good management for Tom Dooley, as you said, to be spending too much time down there. That is my comment on good management. Henry McCully should not be spending too much time down on the pool. There are other things that need to be done in this town such as roads and bridges and roads and bridges and the senior center. I may be prejudice about how far we spread Henry McCully around here. The other thing is, I got a copy of the minutes here and it appears two weeks ago that you sent a letter which basically was a summary of the status. That was for the Town Council Meeting of the 17th (of August). You headed this letter, "Dear Mayor, Council members and members of the public." I am not aware that the public was apprised of the fact that you had written this. Bob (Parisi), do you know about this? Did the public know about this?

Mr. Parisi answered, yeah, I know about it. Yes, I am aware of that, yes. We had a whole meeting on this subject with the report. The report was referred to many, many, many times.

Mr. Wright stated, I was not quite sure of that. I spoke to a number of people and they said that they did not really know that this existed at the last meeting.

Mr. Parisi stated, I did not receive any instructions to mail out a copy to everyone if that is what you are referring to. We requested the report and that is how we got it.

Mr. Wright asked, it was commonly known by all Council members and the public that Tom Dooley had presented a memo to everyone at the last meeting? Is that correct?

Mr. Parisi answered, I don't know if every member of the public knew about it. We referred to that report, I stated I believe, and if I ever get the tape I'll check it, that I had received a very in-
th report from Mr. Dooley who was on vacation. That should make everyone aware of it.

Mr. Wright stated, I took a short trip. The pool had not opened when I left; when I got back it was closed. I guess I missed all the fun. I did not get up there to see the peeling paint. I did not get up there to talk to any of the people who were so ecstatic about it also.

Mr. Parisi replied, that is unfortunate because there were a lot of happy people. I was able to get down there.

Mr. Zandri stated, as far as that report is concerned, it was dated August 17th but I don't believe that members of the Council received a copy of that report.

Mr. Parisi answered, no, not all of the Councilors did not receive it, that is right.

Mr. Zandri asked, is there any particular reason why we didn't?

Mr. Parisi answered, no, there is no particular reason other than I had requested the report and that is why...just as when you request reports and others, we don't always get copies of it. It is not as though it is a different procedure.

Mr. Zandri stated, it is my understanding though that, per your instructions, that if anything was going to be discussed at a Council meeting that all members of the Council would have a copy of that information.

Mr. Parisi replied, only when a Councilor didn't request the information for himself. I had requested that of Mr. Dooley, I called him up, asked him if he would send me a report because he was going to be away, he said he would do it and that was that. If anyone else wanted it they could have called up just the way I did.

Mr. Wright stated, it was addressed to town officials. I guess I have opened a can of worms.

Mr. Parisi answered, no, you did not open a can of worms at all. How Mr. Dooley chose to address it (the report) was his business. I requested it.

Mr. Zandri stated, I did talk to Tom Dooley prior to my putting this item on the agenda for the last meeting and he told me he was going to be forwarding a report and I assumed that report was for everybody.

Mr. Parisi answered, I was not aware of that. All I know is that I called and asked for it. Kathy (Zandri) mentioned this to me too, and I told her the same thing that I am telling you right now. Am I saying what I said, Kathy, basically.

Town Council Secretary, Kathryn Zandri replied off microphone, "no comment".

Mr. Parisi stated, I said that I had requested the report. Anyone else that wanted it should request it also. That is what I did. I have nothing to hide and nothing to be ashamed of.

Mr. Zandri stated, as a recommendation in the future, Mr. Dooley, if you say that you are going to be sending a report, maybe you would want to make sure that it is carbon copied to everyone then we won't have this problem. That is a suggestion.

Mr. Parisi stated, I think you can be as specific as you choose to be.

Reginald Knight asked, was the contractor made fully aware of the recurring problem at the bottom of the pool before the contract was signed? This has been going on for years; this business with the bottom of the pool. Did someone mention to him that we had this re-curring problem?

Dooley replied, yes, all the contractors saw the pool. It was discussed, yes.

Mayor Dickinson stated, it is a new bottom to the pool, so no one is confused. We did have previous problems at the old pool. That was an old surface and I don't even know if it was the same type of surface. It is a new bottom to the pool. What ever the contractor had to do it was to suggest and recommend paint treatment for that surface that would work. That is what supposedly they have done.

Reginald Knight stated, under the circumstances it would have been fair to mention that there were recurring problems with the pool. If you were contracting anybody to your house you would tell them the problems that you have had in the past years so that he could get on with his work in a fair and equitable manner.

Mr. Dooley answered, the history of the bottom of the pool was gone over. The paint that we utilized was recommended by the manufacturer, Sherman Williams. There was never a guarantee, but given the circumstances this summer which was a very dry summer, parts of the pool did not measure up to the curing time that was needed. That is as simply as I can put it. In life, all things do not go according to the way things are planned. That is why people ask for guarantees and that is why we are going back.

Reginald Knight asked, when the contract was made up was there money held back in escrow or have they been paid off or what?

Mr. Dooley answered, the contractors have not been paid fully and yes, we still have money.

Reginald Knight stated, when Mr. McCully was answering questions here he assured us that the pool would be filled one time. Of course, that is treated water which is expensive and all that. Now we are told that we are going to throw that water away.....

Mr. Dooley answered, that is not true. There will not be a charge for the water to be emptied and then replaced. That pool water is being re-circulated in the holding tank that is there now until we fill it next year. There will not be an additional charge of water.

Reginald Knight asked, the holding tanks will hold all that water?

Mr. Dooley answered, yes, sir. We are keeping it in our system. We would normally have to dump the water to a certain level anyway. We are holding it into a surge tank into an additional tank that we have in the pool house. We will scrape the bottom, put the water back in for the winter and next year when we would normally refill the pool, we will dump the water that is in the pool, paint it and refill it.

Reginald Knight stated, I am astonished that all that water goes into those tanks. It is amazing.

Mr. Dooley answered, it is an amazing structure.

Mayor Dickinson stated, what is being believed here is that all of the water currently in the pool is saved in an underground tank so all one million gallons are being saved and returned to the pool.

Mr. Dooley stated, some of that water will be dumped. We are not going to hold 1 million gallons.

Mayor Dickinson stated, we want to be clear because Reginald Knight is interpreting what you are saying to mean that fully 1 million gallons is saved and then re-used next year.

Mr. Dooley answered, no. What I think Reginald Knight's concern is the emptying, refilling, emptying and refilling and I am not saying, that is not going to happen completely. We would normally dump some water anyway and replace that. Presently, yes, we are going to empty the pool because we need to get to the bottom of the pool. We will be holding some of that water back. When we re-fill this in November it is not going to be new water taken from the Town but water that we held back to put back in the bottom of the pool. The holding tanks are located at the western end of the pool.

Reginald Knight asked, is there any point to having the traffic light working during this period since Beaumont Road is going to be made one way?

Mr. Dooley answered, it does not come under my jurisdiction but I would think that it serves a wonderful purpose in slowing the cars down. It is a high traffic speed and the traffic light serves the purpose of reducing the speed.

Reginald Knight commented, it was a high speed area before and they put no lights in until all of a sudden the pool situation was the factor that did it. Which way will the street be designated as one way?

Mr. Dooley answered, I believe traffic will travel west one way.

Mayor Dickinson answered, there has not been a determination as of yet upon making the street one way. It has to meet certain warrants and justifications under traffic rules and regulations. I think we are in the process of analyzing that. (notes an affirmative nod from the Town Engineer)

Reginald Knight asked Mr. Renda, when you asked for this report out did you have any specific thoughts or problems with the pool that you knew of that would make you ask for the report in the first place?

Mr. Renda answered, when the pool opened I was there opening day. I am in and out of there all the time. The people point out minor odds and ends, little problems. I will be addressing those with Tom (Dooley). They are only minor problems. They will be taken care of. When people start rushing and pushing for the opening, people try to make arrangements and try to get the pool open as early as they could. When you do that, sometimes you have to put other things aside. Now that the pool is closed, in the Spring the issues will be addressed before opening the pool. Everything should be up to par. I will be personally working with Mr.....

Reginald Knight asked Mr. Renda what problems he had with the pool when it first opened?

Mr. Renda replied, I would not call them problems, just minor adjustments.

Mr. Centner stated, my concern is that there has been quite a bit of conversation concerning the "out gassing" of the bituminous and its curing period. My first concern would be, what method are we going to use to scrape the bottom? Are we going to sandblast it?

Mr. Dooley replied, there is a piece of machinery that will be run over the top and I may be incorrect on this. It literally scrapes off the loose pieces of paint and the edges that started to peel.

Mr. Centner stated, we rebuild and pave many, many, many roads and we have to wait a period for the "out gassing" or curing of this bituminous asphalt before we even paint lines on it. I would like to ask the Town Engineer, since he is here, do you have an opinion on what a minimum period of curing time for "out gassing" or curing of bituminous? If we scrape the pool bottom, do we need to wait an additional period of time?

Mr. Dooley answered, we are going to scrape it, we are going to let it sit until just prior to the first frost, sometime in early November. Then we are going to put water back into the pool. We will release the water again, in the Spring, this is the water that are in the surge tanks and let it sit again for a period of time and hopefully paint it in May and then allow for a good period of time for the paint to adhere.

Mr. Centner asked, and that is... a bituminous expert says that is the curing period in addition to previous paint.....

Mr. Dooley replied, I have not spoken to a bituminous expert or someone who claims to be a bituminous expert but this is what both the architect, the contractor and the paint contractor indicated as a significant period of time.

Mr. Centner stated, I don't mind having to do this because you want to do it right but it would be a shame if it did not finalize it.

Mr. Dooley answered, I hope it gets resolved this year.

No action taken.

ITEM #11 Consider and Approve a Waiver of Bid to Award Contract to DeCarlo & Doll, Inc. to Prepare Design Work for Expanded North Main Street Extension Reconstruction Project

Correspondence from Town Engineer, John Thompson explains how DeCarlo & Doll was selected through the Town's standard Consultant Procurement Process for design work on North Main Street Extension, between Beaumont Road and CT. Route 68. The project has now been expanded to include the design and subsequent construction of North Main Street Extension, between Cedar Lane and Beaumont Road. A bid waiver is being requested so that the Town can utilize the services of our original consulting engineer, DeCarlo & Doll for design work in the expanded contract area.

Mr. Centner asked, what is the reimbursement rate for the additional work under State Project TEA-21?

Mr. Thompson answered, everything that is going to be constructed is 100% funded by the State and Federal government.

Mr. Farrell stated, a number of people have asked me about the sidewalk that leads down along In Memoriam Cemetery, with the road having been raised up there somewhat, for pedestrians there is little protection because the surface of the sidewalk is maybe an inch or two above the surface of the road. Is that included in what we are doing here?

Mr. Thompson replied, yes. As a matter of fact Mr. Zandri had raised that issue at one of the earlier Council meetings about what we were going to do. We spent a considerable amount of time looking at the options of how we were going to deal with the sidewalk. At the present time it appears as though the most feasible method is to install a guardrail between the new roadway pavement and the standard sidewalk that would be adjacent to it. That is the route we are going.

Mr. Zandri stated, getting back to that sidewalk because it is a major concern of mine, what is the time frame on this project?

Mr. Thompson answered, when we encountered this question about expanding the project back in April and May, we were approximately 60% complete. During the interim period we proceeded relatively slowly... we are expecting that we will get back on track hopefully with the approval of this waiver and to get this project out to bid sometime during the summer of 2000 and under construction by 2001. We are still two years away.

Mr. Zandri asked, we are going to go potentially two more seasons with that pool without that sidewalk and there is no way around that?

Mr. Thompson replied, the only option as we see it now would be to install some type of temporary barrier between the travel way and the existing bituminous sidewalk. That remains an option and if there are any further delays or it appears that it is necessary to do something, we can certainly pursue it.

Mr. Zandri asked, why can't that sidewalk be a separate project and get it done in conjunction with the design of the road?

Mr. Thompson answered, it could be separated however, part of the expansion of the project that goes from Beaumont Road up to the top of the hill at Cedar was to re-align some of the

verticle geometry as you are going up the hill; take out some of the depressions and make a smooth grade. If we did the sidewalk now it would not match the road. It makes most sense to construct both the road and the sidewalk simultaneously.

Mr. Zandri asked, can we put up a temporary guardrail there?

Mr. Thompson replied, it is a possibility. It is something we can pursue with Public Works.

Mr. Zandri stated, I strongly recommend that we put a guardrail along that sidewalk as a temporary measure.

Mr. Thompson answered, your comment has been recognized, received and discussed at length with both the Mayor's Office and the Law Department about what we are doing to protect pedestrians in that area? It is a very serious matter and we are definitely considering it.

Mr. Zandri stated, another concern I have is the park, where the roadway from the park exits to North Main Street Extension. Is that going ot remain or are we going to eliminate that entrance?

Mr. Thompson answered, the plan, as we have it right now, is that driveway coming out from Harrison Park onto North Main Street is going to be eliminated. Vehicular traffic will not be able to go in or out at that point.

Mr. Knight asked, the project is a State project?

Mr. Thompson replied, State-administered, yes.

Mr. Knight is it State-inspected similar to what we are going to be discussing on another item; Quinipiac Corridor Project? Is it similar in its administration?

Mr. Thompson answered, it was originally intended to be administered in the same fashion. State-administered design process, State-administered construction. Because I learned very painfully that having the State administering a local construction project is not the preferred route to go, it is my plan as we are sitting here tonight, to have the construction administered locally and have it inspected by town forces or consultant forces working for the town. I will get into a situation again where the State is administering one of our projects.

Mr. Knight asked, is that done in other projects that you are aware of...so this is not precedent that you are attempting to set?

Mr. Thompson replied, all we have to do is make a request of the State to have it done and 100% of the inspection cost will also be borne as part of the project cost. There is no additional cost to the Town for us to administer ourselves. There is more effort on my part.

Mr. Knight asked, are you adding any sidewalks on North Main Street Ext?

Mr. Thompson answered, yes. Mr. Farrell had asked early on in the design process about extending the sidewalk up around the cemetery to connect over to the Maplewood area. We are adding that sidewalk. We are also considering extending the sidewalk from Ives Road northerly along the west side of North Main Street to the Stop and Shop driveway so that we have continuous pedestrian linkage along that whole side of the street. Yes, we are adding sidewalk.

Mr. Renda asked, will the Council be able to see a copy of the State's plans?

Mr. Thompson answered, yes. The next step in the process is to schedule and conduct public informational meetings on the entire project as it stands at 60% complete.

Ms. Papale stated, the Councilors have received letters regarding the condition of Ives Road. That road is almost a disaster.

Mr. Thompson answered, that is exactly correct.

Ms. Papale asked, will that be taken care of at the same time?

Mr. Thompson replied, this project does not include the reconstruction and rehabilitation of Ives Road however because it is a disaster, it is something that cannot wait two years for reconstruction. Henry McCully and myself have been talking about what kind of mechanism we can do to get that roadway brought up to some acceptable condition. It needs to be addressed right now and will be.

Ms. Papale asked, would you please let me know so that I can get back to these people?

Mr. Thompson answered, yes.

Mr. Parisi stated, I think we all want to know, at least I want to because I called you, too. I am sure everyone calls you.

Philip Wright, Sr., 160 Cedar Street asked, I assume the decision to put a temporary guardrail in would be one made by the Mayor since he is the Safety Director of the Town?

Mr. Thompson answered, the Mayor can speak for himself but we have discussed this about what we need to do to make that area safe and the Mayor has expressed an opinion that the guardrail may be an option and even though it may be opposed by some people it is something that we have to consider. No decision has been made.

Mr. Wright asked, the ultimate decision on the safety issue is up to the Mayor?

Mayor Dickinson explained, the design is created around certain basic principals. As far as I am concerned at this point there will be a guardrail extending along that portion of North Main Street Extension under the final design. Whether or not something temporary is possible is a separate question. The final design, as far as I understand, will incorporate a guardrail and that would be installed as part of that project.

Mr. Wright asked, it is up to you to make that decision, whether to put one up temporarily or not?

Mayor Dickinson answered, I don't know that it is just up to me. There are a lot of issues to be dealt with. The existing condition has been there for many, many years and we are not worsening at all the safety situation. I don't know under what circumstance the installation of a temporary guardrail will complicate construction later on. There are a lot of things to be considered. The final design will have a guardrail.

Mr. Wright asked, in the interim period that is up to you to make that decision whether we do something or don't, is that correct?

Mayor Dickinson answered, well certainly I have a role to play in it but if we don't have money and might require an appropriation that would involve the Council. I am not the only person involved with that.

Mr. Wright asked, as the Safety Director, you are the one who ultimately makes the decision.

Mayor Dickinson answered, I certainly take responsibility.

Mr. Wright asked Mr. Thompson, will we be removing some trees along there?

Mr. Thompson answered, one of the designs that we looked at did require the removal of a considerable number of trees along the cemetery. As part of the project we have a licensed arborist that is advising the Town on which trees are worth saving and which trees might be better removed at this point. Some trees may still come down but we are making a concerted effort to save as many as possible.

Pasquale Melillo, 15 Haller Place, Yalesville stated that he was opposed to waiving the bidding process. Why can't the Town Engineer do this job?

Mr. Thompson answered, this is a \$2.5 million construction project and while I have the capabilities to do the design, I physically do not have the time nor the manpower to undertake the level of design that would satisfy the state and federal design criteria.

Mr. Melillo wanted to see the work put out to bid.

Mr. Thompson pointed out that the work was put out to bid initially and proposals were received from thirteen engineering firms and we ranked those based on their qualifications and we re-ranked them after we got the prices so there was a very competitive selection process when we got the engineer for this project, very competitive. We are trying to accelerate this project to address some of the deficiencies with respect to the roadway pavement and some of the issues the Council has raised relative to pedestrian safety. Time is money on this project and something that we really don't want to have dragged out for very long.

Robert Sheehan, 11 Cooper Avenue stated, I was under the impression that the state project was from K Mart to Route 68. Our only cost was design and an engineering cost.

Mr. Thompson replied, the original project that I brought to the Council was from Beaumont to Route 68. We had budgeted the amount of money to go all the way up the hill to Cedar but it was not part of the original project. What we have today is the state approval. When the Council in January of 1998 endorsed the expansion of the project and authorized the Mayor to enter into a resolution with the State, we expanded the scope of the project and thereby made the entire limits, the 6,300 linear feet of roadway fully eligible for state and federal funding.

Mr. Wright asked, what will the engineering cost be to the Town?

Mr. Thompson answered, in order to bring the job to completion from Cedar to Route 68, we are talking about a total design cost of about \$139,000. It is a very, very good price and considerably less than what we appropriated.

NOTE: Mr. Zappala was absent; all ayes; motion duly carried.

ITEM #12 Report Out by the Town Engineer on the Quinnipiac Corridor project and Other Quinnipiac Streetscape Construction as Requested by Councilor Stephen W. Knight.

Mr. Knight stated, I have had this to be placed on the agenda because the project has been going on for quite some time. It is one of the most heavily-traveled routes in the community and everyone is anticipating its completion. What brought to mind my asking for this to be on the agenda, more than anything else, is that the initial paving was done, the manholes were raised and we have been waiting for some time for the rest of it. I realize it is an extremely complex project both somewhat in construction by primarily in administration. I want to give you an opportunity to review the project, discuss its complexities, give us an update on where we are and where we are going to be shortly, we hope. That is the purpose of my putting the item on the agenda. I would like the opportunity to ask a couple of more questions after Mr. Thompson makes his presentation.

John Thompson explained, the project originally started out with the reconstruction of Quinnipiac Street from Bull Ave. to Washington St. including the signalization at Ward St. and Quinnipiac, Washington and Quinnipiac, Cherry St. and Quinnipiac, Route 5, Quinnipiac St. and Center St., Hall Ave. and Washington St. and Hall Ave. and Cherry St. As we got into the construction jointly, the Town, the Council with State, expanded the project to include the reconstruction of Quinnipiac St. from Washington Ave. east to Route 5. Subsequently we made a joint decision that we would put the utilities in the last block of Quinnipiac Street going from Cherry Street out to Route 5 underground. We also had made a decision to mill and overlay the westerly end of the job and put new roadway pavement in that section. Subsequently, about two or three months ago, we made a decision to include the extension of curb and sidewalk at the westerly end of the project. All of that said, we now have a project in excess of \$3.4 million including the reconstruction of the water main within that corridor. As Mr. Knight indicated, this has been a very difficult project in terms of administration and the fact that we let the administrative responsibility go to the State has come back to haunt us every single time we turn around. However, the fact is that we are now approaching hopefully the last month or two months of active construction and change at this point would not be wise. We are going to have to stick with the administrative process we are pursuing. In terms of getting this project to final construction, we now have a schedule; a public bulletin will be issued within the next couple of days explaining how that work would be done. In getting to the final stages of construction, there are still some manhole covers sticking up about 1 ½ inches, that is to accommodate the final 1 ½ inch overlay of this roadway so when the job is done we have a final smooth surface from end to end. Some of the delays that have hindered the project; after we put down the roadway base, Yankee Gas encountered gas leaks and had to dig up the roadway. The Water & Sewer Division also had to make some repairs to the roadway. We had to make some additional conduit runs for traffic control, all causing delays to this project. We are now in the last two weeks of actual physical roadway construction. The contractor expects to reconstruct the intersection of Quinnipiac and Bull Ave. in the beginning of next week. To mill the section of Quinnipiac going from Bull Ave. to the Quinnipiac bridge project and then to overlay the project on the 22nd, 23rd and 24th of September, bringing us to final completion of the roadway

surface, pavement markings would be installed shortly thereafter. Ideally, as Mr. Centner indicated on the pool issue, there is a breathing time to let the bituminous aerate. Because of the length of the roadway and the traffic volumes that we have on there, we unfortunately do not have the luxury of leaving the roadway unmarked and we will probably stripe the road within the next day after the final pavement is put down. After that, the signalization will be completed and hopefully we will be done by...the end of October of this year. There will be some final clean-up work, some punch list items that are typical with any job, but we hope to have everything in terms of major construction completed by September 24th which would get us out of the way of Taste of Wallingford and that park area will be restored and available without any active construction going on. This is the schedule as we sit here this evening. We have no idea what is going to happen with the hurricane that is moving up the coast. Everyone is conscious of this. There is a potential for weather delays. If we stay with the schedule we have, we should be done with construction within the next two weeks.

Mr. Knight asked, with regards to the period lighting, has the situation been resolved?

Mr. Thompson replied, the other day I indicated that there were some problems with the lighting. Upon further examination the lighting is identical to the Center and Main Streets lighting. Once we resolve the foundation connection details...the lights have all been ordered, they are in stock, they have been waiting until the major construction is completed before they put them up so they don't get banged around during the final paving.

Mr. Knight asked, will you have an opportunity to contribute your expertise when they draw up a punch list?

Mr. Thompson answered, yes.

Mr. Knight stated, in your defense, this is a State project administered by the State and inspected by the State. At this late date we are all interested in making sure all of the details are taken care of.

Mr. Thompson replied, the State and the Town, specifically the Engineering Department, John Thompson, has not seen eye to eye on the administrative aspects of this project. As the original designer of the project and as your current Town Engineer, I can absolutely assure you that there is no way on earth that the State of Connecticut is going to keep John Thompson from providing review comments on creating a punch list for this project. I can assure you of that.

Mr. Knight asked, I was walking around Wallace Park when our local police asked me if I had a problem and what was I doing there. They introduced me to one of the principals of the company and he indicated that he thought he would have been done with sidewalk work by the

end of the week, weather-permitting. I see several gaps from North Cherry to North Colony and there is a lot of sidewalk work yet to be done from Bull Avenue to the bridge.

Mr. Thompson answered, he expects to have all the sidewalk on the west end of the job completely done by the end of this week. There is a number of areas in the remaining portion of the job from Bull Ave. out to Route 5 including from Cherry Street out to Route 5; driveway aprons that need to be rehabilitated, there is some curb and brick work around the park that needs to be fixed up. There is still a considerable amount of work that needs to be brought up to our standards.

Mr. Knight asked, the AmTrak pre-empt signalization, is that going according to schedule? Is it melding with this project?

Mr. Thompson answered, the only entity worse than the Department of Transportation is AmTrak. It had been finally brought into the process with a meeting about two weeks ago and we are making now plans for the switch-over of the three signals; Route 5, Hall and Cherry and Washington and Cherry (Streets) so that when we make the switch over the pre-empt will be in place and operational. We cannot run the risk of not having pre-empt fully operational at those intersections. That is being coordinated and is on schedule.

Mr. Zappala stated, it is disgraceful that it has taken so long to do this project. I realize it is a complicated project and we know that the State does not move very fast on a lot of things but I wish there was a better way for the Town to push them a little quicker because it has taken so long. People are getting tired of it.

Mr. Thompson answered, it has gone much longer and much slower than we expected and the construction has not been particularly neat and that has been noted repeatedly.

Mr. Parisi stated, that followed with my question. I think you should make it very clear what the problems were. Or don't you choose to do it?

Mr. Thompson answered, the problem was that the Town did not have direct control of the contractor. When we entered this contract with the State of CT. we basically gave away a direct link of communication and control with the contractor. Everything on this project had to go through the State. They managed it in the way that they saw fit and that was often times in direct conflict with the way that the Town of Wallingford would have preferred to see things done. They closed roads without notifying us, created major problems with businesses, they allowed things to happen that, if we were managing it I don't think would have happened or would have been as severe as they turned out to be. As I said earlier, when we do future

roadway projects, even though they may be State administered, we would be doing the direct administration of construction from the Department of Engineering.

Mr. Parisi asked, wasn't there weak coordination on this also?

Mr. Thompson answered, without getting into personalities or individuals, I think we had a situation where the D.O.T. did not put the "A" team on this job. We had inspectors and administrators that go home at night and they don't live with the project as we do and somebody who is here all the time has a greater sense of responsibility and need to make sure that things go right. Yes, there were communication problems.

Mr. Parisi stated, I thought that should be cleared up because there were reports that would have led the public to believe that the fault lies pretty much within town and our town departments. In my conversations with you, you made that very clear to me on several occasions that that was not the case.

Mayor Dickinson stated, Mr. Thompson had mentioned that we had given away authority to direct the contractor. That is the result of the history that you are all aware of. We had already signed the bridge and in order for us to have that part of the project, we would have had to re-done all of that to meet the State's requirements on placing contracts and designs and everything if we were going to administer the project. That would have backed us up. In order to have the whole thing flow in one direction, we chose the option which had the State administering it. You can't go both ways at once. You either go one way or the other. If we do it, we have to do everything in accordance with the State rules which is, again, a Q.B.S. (qualification based selection) system and it is an entirely different approach that we generally don't use; that is my understanding of it. It wasn't our option to say, well everything is the way it is but we can either manage it or not. It is not that simple. If we are going to manage it, then we have to meet all of those standards and many of which we normally do not utilize.

Mr. Zandri asked, with regards to the overall project, this was doled out in three parts because it was the original design, then we added the section going towards Colony Street and then we just recently added the section down by Bull Avenue. If all of this was planned up front, we probably would not have had as much of a delay as we have been faced with on this project. It all should have been planned out right from the beginning.

Mr. Thompson answered, that is possible.

Mr. Zandri stated, I have concerns with some of the work that has not been done down there. For example, on the corner of the park on Valley and Ward Streets, there is a chunk of sidewalk that has been missing from that corner with a cone in there for at least one year.

Mr. Thompson answered, at least.

Mr. Zandri continued, across the street from the park on the south side in front of the red house, there is a section of curb with a form up that is about three feet long which has been there almost as long without any concrete being poured in it.

Mr. Thompson answered, that is correct.

Mr. Zandri added, there is also the sidewalk, and I am curious about this, the sidewalk on the same side of the park, on the south side on Ward Street, we fixed the corner on Valley, we come half way up the street with new sidewalk and curb and the remainder, about 100 feet, is still the original and it doesn't appear that anything is going to be done with it.

Mr. Thompson answered, that is correct. The simple answer to that, even though it may not be the most acceptable answer, the truth is, the project had to stop at some point and the decision was made jointly between the Town and the State that.....I don't know the exact distance that the plan graphically depicts in blue how far up we are going on Ward Street...that may not be the exact location but that is the limit of roadway reconstruction. Coincidental with the limits of construction, that is where the curb and sidewalk ended.

Mr. Zandri stated, on the park side we finished everything all the way up to Valley Street, we went half way up Ward Street between the intersection where the "Y" is and Valley Street on the other side with new sidewalk, we put the handicapped access section in right on the corner and the seventy-five feet in between is still the old curb that is all busted up and old sidewalk. To me, for what was remaining there, maybe we should have incorporated it in this last section of construction. The other thing is, up by Gallagher's there is an apron there that is busted off and there is one or two sections of sidewalk that has been out....not as long as the other one, but at least one or two months.

Mr. Thompson answered, several (months).

Mr. Zandri stated, if it is the same crew doing this whole road, they are pouring sidewalk down the other end and all these little parts that can be finished, I don't understand why they can't get this little stuff done while they are pouring at the far end.

Mr. Parisi replied, they are too busy standing around talking.

Mr. Thompson replied, I can't explain that. I have repeatedly talked to them about the sequencing of work, finishing work in one area and doing it satisfactory. Making the

pedestrian areas safe. We struggled to get that brick work at the end of Johanna Fishbein Park at Route 5 done. They didn't want to do that. They felt it was being done out of sequence. Again, I am not making excuses. I want you to understand and appreciate, I could not go directly to the contractor and tell them what to do. I would do that if there was public safety risk involved and did, in fact, insist on certain things being done. But that driveway apron by Gallagher's, I don't know that I would categorize that as a public safety issue. You are right, it is one of those.....it could be.

Mr. Zandri answered, the one on the corner of Valley Street being there for a year, people are obviously using the sidewalk. That is a public safety issue. You have three feet of curb that was formed up and ready to be poured and 100 feet down the road they have cement trucks pouring new sidewalks and they can't go up and finish that one little section.

Mr. Thompson answered, there is no rationale that I can give you for that contractor's sequence of work. I cannot explain it.

Mr. Zandri stated, to see that whole project unfold down there....I totally agree with you; we should administer the operation of the sequencing of work on projects in the future. This is a prime example of the way not to do a project.

Mr. Thompson replied, I agree.

Atty. Small asked, on Quinnipiac Street, right before Washington Street, in front of where the restaurant is, there used to be "no parking" signs. Now there are no more "no parking" signs and people park there. Are the signs supposed to be going back up? You can't see when you are coming out of Washington Street. When you have the traffic light, it won't be an issue but the light is not operational at this point.

Mr. Thompson answered, I will check into it.

Wes Lube, 15 Montowese Trail stated, we once had it explained to us that, because of the north to south power lines that went along Cherry Street crossing Quinnipiac Street, to put the electric underground from that point to Route 5 was really ineffective. Didn't we ultimately decide to go underground with the electric? From the railroad tracks to Cherry and from the railroad tracks to Route 5, the current is underground?

Mr. Thompson answered, they are not underground today but all the underground conduits have been installed so that when the switch-over takes place, there will be no longer any overhead poles or wires or lights in that block.

Pasquale Melillo, 15 Haller Place, Yalesville asked if the project is totally funded by the state and federal government?

Mr. Thompson answered, no. There are five separate funding sources and allocations of monies on this going from 100% federal to 80/20 federal/state, to 80/20 town to 100% town and some combination thereof. It is very complicated. The original project, very simply was almost 100% federal. As we expanded it, the portion of town money became greater as did the utility re-location become funded by the town as did the water main work which was 100% by the town. It is a very complicated funding mechanism.

Mr. Melillo asked if Mr. Thompson had contacted Congresswoman Rosa DeLauro, our federal representative, to see if money is available for us?

Mr. Thompson answered, I have not but I believe the planning agency, the Council of Governments that we work through, contacts and deals with federal agencies in terms of finding the funding sources. We are in line as close as we can be to the available monies coming out of the TEA21 program. Yes, we are pursuing actively and aggressively federal monies as they come available.

Mr. Melillo asked, we have at least one bridge involved in this project, maybe more, what about the safety of these bridges? What is being done about it.?

Mr. Thompson answered, there is only one bridge on this project, the Quinnipiac River Raceway bridge. That is a structure that is not being altered at all by this construction. It is something that we may have to deal with in the future. It is not being addressed as far as this project. That bridge has not received a negative rating by the State and there is no reason to consider it as being unsafe.

Mr. Melillo asked, do we check all our bridges for safety reasons?

Mr. Thompson answered, the State checks all the bridges in the town every two years and gives us reports on those and we address those as we receive them.

Mr. Melillo stated, the newspapers are reporting that we have a lot of unsafe bridges.

Thompson answered, you cannot believe everything you read in the newspaper.

No action taken.

ITEM #13 Report Out by the Town Engineer on Sidewalk Repair and Reconstruction Work as Requested by Councilor Stephen W. Knight

Mr. Knight stated, both Mr. Parisi and I have talked about the sidewalks among ourselves with others. We know we have had some personnel changes and we asked you previously about funding and whether you may have enough. I spend a lot of time walking around town and I see markings; a lot of what appear to be things ready to go. I just wanted to get an opportunity to find out and acquaint the public with the progress you have made and your plans for sidewalk repair and reconstruction this year.

John Thompson, Town Engineer explained, I will try to be brief but it is important to understand how we got to the situation where we are today. Historically the Town, through the Department of Engineering, put out an annual bid for sidewalk repairs throughout the town. That program followed for a number of years until I arrived on the scene and I began to look at it and I said, I don't know whether this is the most effective way of going after the sidewalk repairs that we need to deal with. As I started to modify the directives to the contractors to do specific little repairs rather than do the entire street, we met some resistance from that contractor and he basically said it was not cost effective for him to do it in the way we wanted him to do it. By mutual agreement that contract was severed. Because I learned so much in the process of dealing with the contractor and I put together a set of new contract documents that had small quantities of sidewalk, medium quantities of sidewalk and large quantities of sidewalk as I did with curbs and other areas that we were responsible for and we put that contract out to bid over this past winter. This Spring we engaged a new contractor who came into town and, after considerable background checking, stated that he was prepared to do the work we requested and understood exactly what we wanted. He started off the work program in April and May and I probably started him off on bigger portions of the sidewalk than what may, in hindsight, have been the right way to do it. When we got down to directing him to do the small portions of sidewalk, we ran into exactly the same problem that we had with the contractor from the previous years and he said, it is just not cost-effective for me to do these small sidewalk repairs. I gave him every opportunity in a bid document to give me a higher price for smaller quantities and smaller price for larger quantities. We reached an impasse and he pulled off the sidewalk repair project in the middle of July stating that he could no longer effectively do the sidewalk work. We had a number of meetings with the contractor; we met with the Purchasing Department. I spoke to several of the Councilmembers about the issues and the problems we were encountering with this contractor. Through the efforts of the Purchasing Department, Bob Pedersen specifically, he got us back together and we reached an agreement with this contractor that he was going to fulfill his contractual obligations relative to the amount of his bid for this calendar year which was approximately \$216,000. He would do what ever we needed to reach that dollar value. Having agreed that we were going to terminate

that contract when that contractor reached his maximum contract value, we had to explore what we were going to do in the future to address the sidewalk problems. I am sure each one of you (Councilors) hear sidewalk complaints. It is probably the highest frequency of complaints we receive other than trenches. Mr. Parisi knows full well that we have been struggling to respond to his initiative about getting the trench program better underway and better under control. We have a sidewalk contract right now and we know that is going to end. Mr. Zandri has asked if we have explored the possibility of doing this work in-house, whether it is in the Engineering Department or whether it is in the Department of Public Works. Does it make sense to control that work directly? I think there is merit to that, I think there is reason to consider it as an option. There is also cautions we need to be aware of in terms of hiring additional manpower to do the sidewalk work and the necessary equipment to undertake that. That is perhaps something longer term that we need to deal with. Short term, what we plan on doing, because we know exactly where these sidewalk problems are; the come to us from the Town Councilmembers, Mayor's Office, Law Department and the general public; we have a list of areas that we need to do. What we are going to do through the Purchasing Department is put out a site specific contract where we identify forty or fifty locations where we need one panel repaired or two panels repaired or one driveway section repaired. We may pay a higher price but we are focusing on specifically the area that we need to have done rather than doing more than what is necessary. This way we can go after the areas that are seriously defective. We can address the priority issues and get to the people who have been waiting a long time for their sidewalks to be repaired. If this is a modeling program, we are learning as we go along that what we have done may not be the best way of doing it. Maybe we do need to consider as Mr. Zandri indicated, bringing this back in-house. We need to somehow get the sidewalk repair program back under our control and not have it controlled by a contractor's whims and wishes. It is not the way we want to manage our repair program.

Mr. Knight asked, is there any way merit to the idea that perhaps because you are going to be site-specific that multiple contracts might be issued?

Mr. Thompson answered, that is exactly the route that we are going. However, Purchasing has said not to go crazy with this idea of putting out contracts because, putting out contracts is a big deal for everyone involved. We want to have meaningful contracts and, in fact, what we are doing right now, even while our contractor is working towards completion of his contract value, we are putting together that site-specific contract so that we can put it out to bid and have it ready to go as soon as the contractor is no longer under contract with them. The current contractor is no longer under contract with our department.

Mr. Knight asked, if it were site-specific could you not issue multiple contracts? That would seem to make as much sense as bringing it in-house. If you have the manpower to oversee and inspect these multiple contracts, it would seem to me that maybe that is the route to take as well.

Mr. Thompson replied, we do plan on multiple contracts but I don't want to mislead the Council or the public that putting together contracts is a very easy process. You have to go through a fairly rigid procedure of putting the contract documents together to make sure the insurances are there and the specifications are all controlled so that we get what we want. We are going to try it and we may find that we may be paying an exorbitant price on a per square foot basis for these small repairs. It is something we need to know; it is something that we don't know right now.

Mr. Parisi stated, with regards to site-specific work, I truly question whether that would be the right...in other words, each and every problem area is going to require a special bid, is that what you are saying?

Mr. Thompson explained, what we are thinking of is, any street could have 90% good sidewalk and one or two or five panels that are broken up. The street next to it could have 95% good. We will pick out geographic areas in town that have five or ten or twenty streets, what ever makes sense, and put that out to bid. Within that bid we will have specific areas.

Mr. Parisi asked, what are we doing now?

Mr. Thompson answered, we have a non-specific bid. We asked the contractors to give us a price for one square foot of sidewalk, for one hundred square feet of sidewalk, for one thousand square feet of sidewalk without being specific as to where it was going to be installed. It has not been cost-effective for the contractors to do it, even though they bid it.

Mr. Parisi asked, can't you just do the same thing with the existing contract?

Mr. Thompson answered, we are trying that and he is saying it is still not cost-effective for him. We are trying.

Mr. Centner stated, I appreciate the position you are in and the measures you are taking. In my business you either make or buy. Some of these things in my business are not economical to buy. No matter what it costs you have to make them on your own because they still have to be done. In this case I know there are some sidewalks where the complete sidewalk is perfect and one panel is a hazard. It still has to be done, though, for public safety purposes. In addition to that, each Councilor has their own situation. The one situation that you and I have spoken of on Schoolhouse Road...and there has been correspondence back and forth, because you corresponded to that individual, I am in a tough spot to respond further. Could I ask you, in that case, to just respond to him? Just send a letter, pretty much what you are doing now? I can't

... speak for you on that any longer because it is an elaborate scenario and that fellow would still like to have his sidewalk repaired.

Mr. Thompson answered, it will be done by the current contractor we have. That is the next area to be covered this Fall construction season. I hoped to have had that done prior to the opening of school because of Cook Hill School. I lost six weeks of contractor time because of the dispute. It is scheduled.

Mr. Zappala stated, Public Works used to have a mason on staff who did all of the sidewalks. We had less problems then we have today. He was an expert in house who knew what he was doing. Why aren't we hiring someone knowledgeable like that again to take care of this problem? We need that work on a regular basis in the Town.

Mr. Thompson answered, I wish I could honestly tell you what the best thing to do is at this point. I honestly don't know. The consideration of bringing the service back into the Department of Public Works or the Engineering Department has to be considered. I think it is a viable option; it allows us the ability to control what we do. I don't know if it would incur additional cost above the appropriations of what we are doing. There may be an initial cost to hire the individuals but we may end up with better control over the work that we do. It is definitely something that has to be considered.

Mr. Zappala stated, I am sure we will have better control. That is all Mr. _____ used to do, just sidewalks with Public Works assistance and the jobs were done.

Ms. Papale asked, are we still using the procedure that, if someone wants to have their sidewalk fixed, they have to write a letter to your department?

Mr. Thompson answered, yes.

Ms. Papale asked, we don't have a Sidewalk Inspector anymore?

Mr. Thompson answered, yes we do.

Ms. Papale asked, who is our inspector?

Mr. Thompson answered, we hired a Wallingford resident, Sal Sandillo about two months ago.

Ms. Papale asked, if I was walking or driving and saw a sidewalk that was not in good condition, I couldn't just call up Sal and have him come look at it? I would have to have the person write you a letter?

Mr. Thompson answered, practically, I really want to have a standard way of responding to the sidewalk complaints. What happened in the past is exactly what you just said; any Council member or member of the public would pick up the phone, call the department and say, this sidewalk at such and such a location is defective. Without any malicious intent or any desire to not perform their job, that phone message or slip would have a tendency to get lost. The mechanism, the procedure I have now, having a letter sent in, we assign a number to it, it gets assigned to an investigator, whether it is Sal or myself, to go out and look at it and then it is tracked through the system and added to the contract list so I know exactly where sidewalks are that are being complained about and we are able to track it through from complaint to field review, the scheduling of construction and ultimately acceptance. It is a procedure that I believe is the right way of doing it. It may seem cumbersome and I don't mean to make your lives any more difficult than they happen to be but if it is important enough for us to be spending money on, then a hand written letter to me..... I have even asked the Law Department and Mayor's Office to do the same thing so we can track these things through. It is a way to keep control over what we are investigating. It protects us a lot better when we get into these liability situations that we have a specific procedure.

Ms. Papale stated, I don't want anyone to get the wrong impression that when ever a Councilperson calls or makes a complaint that it is taken care of because I made a few complaints two or three years ago and they were refused by the Sidewalk Inspector at the time. I don't want the public to think we can get the sidewalks done for them by placing a call. The Schoolhouse Road sidewalk Mr. Centner referred to, I hand-delivered that letter long before Mr. Centner got involved in it. See what happens when I could not get anywhere with it? This gentleman went to Mr. Centner. This is what we try to avoid. Hopefully we are on the right track now.

Mr. Thompson answered, that gentleman, whoever he might be, obviously has both sides of the aisle covered on this particular sidewalk issue. He does have a problem there, I did view the sidewalk.

Ms. Papale stated, that is what is great about this town, the people don't look to see if you are Democrat or Republican, they call all the Councilors.

Mr. Zandri stated, you and I have had many conversations on this sidewalk issue and one of my recommendations was to look at bringing this service back in-house because I think we can be more efficient at attacking the major problem we are faced with. One other thing I mentioned to you was that I received some complaints as I have been walking around town on, believe it or not, the new sidewalk areas that have been put in because of the color difference between the old sidewalk and the new sidewalk which is very white. One of the recommendations I had

made to you at the time was to look into, they do have coloring that can be put into the concrete which will tinge the product brown to match it up with the existing sidewalk. I hope you will look into that and see if it is possible.

Mr. Thompson answered, there is a powder that you can put over the surface and brush in. I do want to take a little credit, however, when we do put in new sidewalk. I want people to see it, I don't want to hide it too much.

Peter Fresina, 35 Simpson Avenue complained, 1 ½ years ago I went into the Town Engineer's Office and asked, before he poured anymore sidewalks, I would like to see the list (of sidewalks to be repaired) and go over it and if I thought anything was wrong, I would go over it with him. There was no Sidewalk Inspector at that time. He said the list wasn't ready, later on I got another list and that one did not jive with the other one. I checked them out, because they are right in my area, some in my street. They had the wrong addresses on two or three of them. They were going to dig up good sidewalks instead of the bad ones. That is why I have seen this go on for the last ten years. He did not want to meet with me. He told me to write him a letter. I told him I never wrote a letter in my life to the five engineers that I worked with before and now I have to write you a letter. I can meet with the Mayor without writing a letter. He would call me up in two days so long as I made an appointment on the telephone. I wrote a letter and I did not hear from him for three months. Three months later I got a letter that I am on hold and that they are looking for a sidewalk inspector and as soon as they get one he would contact me and go over it. That brought me into June. I finally got a letter which says that I am on hold and we will contact you as soon as we hire a Sidewalk Inspector. I finally got a letter which said that he was going to meet with me on my sidewalk concern, my own and curbs. I have seen good sidewalks ripped up before because someone had marked them. That is why I am reporting now; he said he was going to call me up when he gets a Sidewalk Inspector. Well, they are in my area now digging up. They already poured Martin Avenue and I never got a call and he never notified me. I already looked at some of them because I work in that area and I noticed that some were marked that I don't think were qualified. They were already poured. I never had a chance to go over it with him and I want to know why I couldn't go over it with because I think I can save the taxpayers thousands of dollars. I have seen whole sidewalks poured a few years ago that should not have been poured. The contractor poured in December and it froze. That should have been borne by the contractor and the homeowner, not the Town of Wallingford, they poured a new one free for them. My other question is, is there any ordinance that has been changed? We had a meeting about 1 ½ years ago and I think someone asked you what the reason was for repairing most of them and I think the answer was mostly due to trees. Is that still correct or are there some other reasons?

Mayor Dickinson replied, at this time the Town's policy is that sidewalk damage for any reason is repaired by the Town. If someone goes out and deliberately damages it and we know that,

they would be liable to repair the damage they deliberately did. A sidewalk with normal wear and tear, whether it is tree routes or just frost heaves, a portion of it cracks and is unsafe, the Town repairs all of that. There used to be a rule that only a sidewalk damaged by a tree would be repaired.

Mr. Fresina stated, that is what it says in the ordinance right now.

Mayor Dickinson continued, the Law Department, not too long ago but within the last several years indicated that, given the State Statute and a case that had come down, we had not....this is a direction from the Law Department as far as what our responsibilities are with regards to the sidewalk.

Mr. Fresina stated, other towns make people pay for their own sidewalk work unless it is tree roots. My friend lives in Southington and he had to pay for his own sidewalk.

Mayor Dickinson stated, we can provide you with the legal opinion that I have been advised of and it is the result of reading State Statute and we are aware of some other communities that have gone to this other view given the language in the State Statute. We can provide that to you.

Mr. Fresina stated, I talked to Adam (Mantzaris, Corporation Counselor) who said that they repealed it in the State Statutes which means that all these ordinances on sidewalks are no good.

Mayor Dickinson replied, the ordinance, as written, cannot be enforced by the Town insofar as that section regarding repair. It covers a lot of other things in that ordinance but the one section dealing with our alleged limited responsibility to just where a tree route affected the sidewalk, that is no longer capable of being enforced because State law conflicts.....

Mr. Fresina asked, is the homeowner liable for his own sidewalk repairs except for tree roots?

Mayor Dickinson replied, no. The homeowner is not liable for the sidewalk repair.

Mr. Fresina asked, is that new?

Mayor Dickinson answered, it is an interpretation of State Statute and case law. This occurred a couple of years ago and that is why we changed our policy as a result of, again, being alerted by the Law Department that this was a necessary change. But we can explain the legal background for that change and we can share that with you.

Mr. Fresina asked, so everyone gets a free sidewalk now, is that it?

Mr. Parisi answered, that is it, basically.

Mr. Fresina stated, that was not what was said here 1 ½ years ago. Somebody in the audience asked you and you said it was the tree roots. It has been changed in the past 1 ½ years.

Mayor Dickinson answered, no, it has gone back further than that. We have budgeted this year \$260,000 and it has been in the \$250,000 range for quite a few years now and that effort has been directed to any damaged sidewalk regardless of whether it is caused by tree roots or not.

Reginald Knight, 21 Audette Drive stated, I have brought this issue up time and time and time again to this Council; the conditions of the sidewalks in this town. First, I was astonished to find out that we have a Sidewalk Inspector. Every time I asked the Mayor, he told me that we did not have one and haven't had one for years. I am pleasantly surprised to find out that we finally got one. I wonder where he is looking because I walk these sidewalks and I see horrible sidewalks. I have seen Mr. Knight walking on Sunday mornings to church along Main Street which is a nice street. I would like to ask Mr. Knight, when he gets as far as.....

Mr. Parisi stated, we are not going to get into this asking questions of the Councilors.

Reginald Knight replied, I am not asking him a question, I am making a.....you are very rude.

Mr. Parisi answered, and so are you, sir when you don't follow the procedures.

Reginald Knight stated, I would like to suggest that someone walking along Main Street would go down Sylvan Avenue and proceed North on South Elm Street. If anyone would care to do that on a Sunday morning will see a sidewalk from Hell. We see patch that Mr. McCully says in temporary. I have seen it sitting there twenty years. I have seen patches, patched patch; evne a patch inside of that. One typical example of strange thinking, that alley way street that goes up to Wooding, there is a ramp on one side for a wheelchair but nothing on the other (side). Where is the wheelchair supposed to go on the other side of the street? I cannot understand it. I have been going after this for a long time, trying to get some attention to these streets. It is funny how much attention is paid to the merchant areas for the sidewalks but there are sidewalks around this town that belong to other taxpayers, in front of their houses, that are disgusting. If you have a Sidewalk Inspector, I don't know what he is looking at. Apart from the condition of the surface of the sidewalks, there are overgrown bushes and trees that force the person right off the sidewalk altogether.

Reginald Knight continued, if you take the corner of Center Street and South Elm, you will see a temporary patch from here to that wall over there (across the Council Chambers) and it is like the Rocky Mountain Range from the roots of the trees. For elderly people walking along they need a smooth surface. The present condition of the sidewalk could easily cause a fall. There is no need for the situation. By the contractor saying that he felt we were asking for too many small repairs versus what were anticipated as larger repairs, that shows that the contractor was looking at the street and was seeing the need for larger repairs. We do have a great deal of repair work and I feel that the town leans towards the merchant's areas rather than the taxpayers' living on regular streets.

Mr. Parisi stated, we need to re-amplify that the Town Engineer needs to have a letter from anyone who has a problem with sidewalks before the issue can be addressed.

Pasquale Melillo, 15 Haller Place, Yalesville stated, it seems as though you are going to consider the in-house sidewalk crew suggestion but that is as far as you go, you are not going to commit yourselves to it. There does not seem to be any other alternative that is working. We have skilled laborers in our Town departments who can do this work.

Mr. Thompson replied, I don't have control over the individuals who would do this work. They are employees of the Department of Public Works and are already committed to other assignments. It is not like there are three people with a backhoe and pick-up truck and a dump truck sitting around waiting to do sidewalk repairs. If, in fact, a decision were made to do this, what we are talking about is considering the possibility of creating a new sidewalk repair unit and clearly that is something the Council would have to approve, the Mayor would have to endorse and Public Works would have to buy into because it would most likely be out of their department. The idea has merit. A number of the Councilmembers have advocated that we consider it and I think it needs to be considered. I don't know if that is what I would endorse. It needs to be evaluated before we make a decision and I have not done that evaluation yet.

Mr. Melillo asked, wouldn't it seem to be more economical to keep the service in-house?

Mr. Thompson answered, if there were three people and an extra dump truck and extra backhoe all sitting around just waiting to do this, maybe your argument would have some merit but that is not the case. We would have to consider hiring new employees for this and hiring new employees is a decision that does not rest with me solely. It does need to be evaluated in terms of the overall financial impacts.

Mr. Melillo asked if the sidewalk work is coordinated in any way with the Public Works Department?

Mr. Thompson answered, we coordinate with the Department of Public Works just the way we do with any other department on the sidewalk program.

Wes Lube, 15 Montowese Trail asked, how long have you been Town Engineer?

Mr. Thompson answered, two years.

Mr. Lube asked, did Mr. Knight or Mr. Centner say that we have been budgeting \$250,000 a year?

Mr. Thompson answered, the Mayor did.

Mr. Lube asked, during your two years, forgetting transfers out of that into some other account, of that \$250,000., how much of that did we actually spend in each of those two years? How much have we been successfully spending?

Mr. Thompson answered, we have not successfully spent the appropriation by the Town Council. In the two years that I have been here, I believe as of today we have probably spent somewhere between \$150,000 and \$200,000 of the \$500,000 that was appropriated.

Mr. Lube stated, the Mayor and Town Council's intentions were very aggressive in trying to solve this problem. Do you think the inability or lack of success in addressing this problem have been unique to the two years that you have been in office?

Mr. Thompson answered, to some degree, yes. As you have heard from other residents, in the past large areas of sidewalk were done because it just proved to be a more effective way of constructing things. It was not an effective way of dealing with the problem, but an effective way from a construction standpoint of doing a lot of sidewalk work.

Mr. Lube asked, the money was spent but the real problem was not solved?

Mr. Thompson replied, not as effectively as it could have been.

Mr. Lube stated, I hope you have time to study this. It seems those Councilors who have suggested that we go the route of in-house may be able to get the work done that you think could be done. Don't put this off. Does this mean that the budget that we are now in still has \$350,000 left in that original accurable for sidewalk repairs?

Mr. Thompson answered, yes.

Mr. Lube asked, within that figure you have room to hire these people and buy the materials necessary?

Mr. Thompson answered, the entire appropriation is not available. We have an outstanding obligation with the current contractor that he has about another \$150,000 of work under his contract that needs to be done. That overall amount was going to be reduced so it will be something less that will be made available.

Mr. Lube stated, despite his being dragged into this, we are still going along with him (contractor) I gather?

Mr. Thompson answered, Bob Pedersen (Purchasing Agent) was able to convince him of the merits of fulfilling his contractual obligations with the town and he accepted that rationale and is back on the job working again.

Mr. Lube commented, I am not so sure Mr. Pedersen did us a favor.

Mr. Fresina stated, ten years ago the State raised the grade of the road on Center Street and buried the beautiful concrete curbs. The curbs are now 8" above-grade with the sidewalks so they are all pitching backwards. When it rains, they are all flooded in the elderly housing section. What concerns me now is, for ten years we have had asphalt patches in the driveways that the State put in there to meet the other grade or driveway. That starts from Simpson School all the way to Elm Street. The Town Engineer or Mayor or someone ought to coordinate this with the State and get reimbursed. Our specifications call for concrete sidewalks. You wouldn't do that up in the center of Main Street so why should this area be left like that forever? I have heard of other towns that have made the State reimburse them or fix the curbs.

Mayor Dickinson replied, I am not familiar with that as an issue. I would have to find out more about it, John, unless you know.

Mr. Thompson stated, even though Route 150 is a State highway, the State has absolutely no jurisdiction or no construction activities planned for sidewalk repair or rehabilitation. IT is purely the Town of Wallingford's responsibility. There has been a lot of discussion over the issue of bituminous patches over sidewalk and people have talked about North and South Elm Street. The fact is that the bituminous patch was put there on a temporary basis, granted it may have been there for a number of years but it solved a liability problem. What we are doing now is going out and trying to repair the other liability problems that we are faced with then we are going to go back and go after these longer sections of sidewalk that had bituminous patch. The fact is, it may not be attractive, it may not appear to be consistent with our standard but it is not unusually unsafe and that is what we are looking at; addressing those areas that present some

immediate safety issue that we need to deal with. Those sidewalks may not look nice but they are passable in a safe fashion.

Mr. Fresina stated, then what you are telling me is that the whole section from Simpson Avenue to Elm Street has to be ripped up because that is the only way that you are going to be able to solve the problem in one piece?

Mr. Thompson replied, I cannot speak to the specifics in that area but that may be exactly what needs to be done.

No action taken.

ITEM #14 Consider and Approve a Waiver of Bid to Hire Appraisers for Pending Tax Appeal Litigation – Town Attorney

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

Atty. Small stated, I have recently received some new tax appeals so I need to make a decision on which appraisers to use for each of those so I would need a bid waiver to hire them.

Mr. Zandri asked, is there a rule of thumb that we use as far as dollar amount? Is there an hourly rate?

Atty. Small answered, it is usually a flat fee and it depends on the type of project. We are talking about commercial and industrial properties, we are not talking about residential at all. It really depends on how big of a project it is but generally they are a couple of grand, around the \$2,000 area.

Mr. Zandri asked, somewhere around the \$2,000 or \$3,000 amount?

Atty. Small answered, that is generally where they are, they could be lower than that, it is not very often that it would be higher than that, as I recall.

Andy Kapi, 14 North Turnpike Road asked, how many appraisers will be involved in this?

Atty. Small answered, I have not made a decision on that but I just, I hired a new one; it is not one that I have used and I am looking into hiring another one. I have given most of the work to one appraiser but I am looking to spread that around to two if not three.

Mr. Kapi asked, is there a difference in specialty between residential appraisers and commercial appraisers?

Atty. Small answered, certain appraisers are only licensed to do residential. You have to have a certain license to do commercial. I generally make my decision as to which appraiser based on not only the reputation and my past experience but on how well I think they will do in court and what kind of court experience they have, too.

Mr. Kapi asked, would one of them be Mr. Nitz?

Atty. Small answered, yes. There isn't an appraiser in this county that knows the Town of Wallingford like Mr. Nitz. He is very consistent, his reports are very well done and he is very good witness in front of judges in New Haven county who are very familiar with them.

Mr. Kapi replied, the problem is, he is just not very talkative. As you know he was involved in the Tyler Mill appraisal which, to some of us, at least was controversial. He was fairly reknown in the press for not wanting to talk to them and I think from one account he was pretty intense about that. I am not here to impugn the man and I don't mean that at all....

Atty. Small stated, I am not going to be critical of any appraiser or any expert who has no desire to talk to the press. I don't view that as being a bad thing.

Mr. Kapi replied, I understand that there could be something that is the equivalent of appraiser/client privilege and I would have some respect for that. But I do recall, Mr. Mayor, at some point did someone ask you if you had talked to him about not saying anything? I think that was one of the hot questions during the issue.

Atty. Small answered, no one told him not to say anything. He told me he was not going to talk to the press; he did not want to talk; it was not something he normally did. He told not only me and a reporter that one of the reasons he won't do it is because he did once and was completely misquoted so he absolutely will not do it again. Mr. Nitz is not going to be told to do or not to do anything by anyone.

Mr. Kapi stated, I didn't say that he was but Mr. Mayor..

Atty. Small replied, I believe you just did.

Mr. Kapi repeated, I said, I believe the Mayor was asked if he had instructed him not to say anything. I believe the answer clearly was that you had not.

Mayor Dickinson replied, I indicated that there were no instructions to Mr. Nitz one way or another.

Mr. Kapi stated, given that you had more or less absolved him of his obligation not to say anything about that controversial appraisal of which some of us would have liked to have heard more, I would say that I would like to see this work bid.

Atty. Small answered, I make my decisions based upon...I take into consideration the particular property, my past experience with certain appraisers...I may call Mr. Nitz and say, "I have this one, have you done an appraisal already on this property?" If he has done it sometime within the past ten years then perhaps I am not paying as much money for it. His knowledge of this town is incredible.

Mr. Kapi stated, as you recall he did prior appraisals on Tyler Mill property as well. I recommend that we put this work to bid.

Parisi stated, it seems that you remember that in a different way. I think the statement could be attributed to someone else, I don't think it was the Mayor, I think it came from out in the audience.

Mr. Farrell stated, part of this item is the fact that it is a tax appeal. It is a court case, we would like to win the case. I think the Town Attorney is not talking about such substantial dollars that we can't give her the discretion to hire the most appropriate person for each case. A lot of these cases are very fact-specific, they are not exactly your garden variety appeals. I don't think that what is being asked is all that out of the ordinary.

Atty. Small answered, I will be making an effort to add additional appraisers. I have talked to a couple of attorneys about appraisers that they have used. I am looking to add new appraisers for the work.

Pasquale Melillo, 15 Haller Place, Yalesville was of the opinion that the work should be put out to bid.

VOTE: All ayes; motion duly carried.

EM # 15 Consider and Approve an Amended Contract Between the Town of Wallingford and the Town of Durham for the Sale of Town-Owned Land in Durham – Town Attorney

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

Atty. Small explained, after the Council approved the contract, the Mayor raised the issue as to whether or not it shouldn't be contingent upon the State agreeing to apply the money received to the Cooke Property and making that a condition of the sale of this property. That is why it is here for your consideration.

Robert Sheehan, 11 Cooper Avenue asked, is that the only amendment to the contract?

Atty. Small answered, yes.

Mr. Sheehan asked, have we heard from the State?

Atty. Small answered, we don't have an answer yet but it has been applied for.

Mr. Sheehan asked, can the Mayor sign that contract now or does he have to wait for the State?

Atty. Small answered, no, he does not have to wait for the State. That is the whole idea of adding the paragraph; we would sign the contract and if the State does not approve the application then we do not have to go forward with the sale, that is the point of it.

Wes Lube, 15 Montowese Trail asked, do I remember correctly that if the State did not approve this, the portion of the sale that represented their original subsidy would be taken by the State?

Atty. Small answered, it would have to be paid back to the State unless there was another piece of property that they would approve.

Mr. Lube asked, if we were to sell the property and did not add that clause and the State did not approve the transfer to the Cooke properties, we would lose that money; the money the State paid for it. The reason why I asked for the exact wording was because we are misunderstanding what prevailed several months ago. The Council originally approved the transfer or the application of the money to the Cooke properties and the Mayor was under the impression that it would be applied to one of the Cooke properties and that was not the Council's motion. That is why I was interested in the exact wording of your amendment and I think the Council should be equally interested. Do you have it with you?

Atty. Small answered, yes, and read the following into the record, "notwithstanding any of the foregoing provisions, it is understood and agreed that the seller's obligation to sell the premises is expressly contingent upon permission of the Commissioner of Environment Protection and further contingent upon the approval of said Commissioner for the seller to apply the proceeds of the sale towards partial reimbursement of seller's expense and the prior acquisition of 105

acres of open space properties at 200 Northford Road, Wallingford, CT. also known as the Cooke Property.

Mr. Lubee asked, you are attempting to apply that to one of the Cooke Properties rather than the three Cooke properties?

Atty. Small answered, there is no reason to apply that to all three of them.

Mr. Lubee stated, unfortunately that was not the original Council intent. The motion that was originally proposed by Mr. Zandri was to have the proceeds of the sale of the Fitzgerald piece in Durham applied to the Cooke properties which would mean all three.

Mr. Parisi stated, it is a matter of interpretation.

Mr. Lubee replied, no, it is very clear.

Mayor Dickinson stated, it has a practical impact in that if you apply it to all of the properties then you are restricted on other properties as to future uses and certainly that one piece is clearly worth more than the piece we are selling in Durham. It would seem to be practical to limit the restrictions would apply and have it only apply to the one piece.

Mr. Lubee stated, this argument should have been proposed before the vote was cast. The vote has now moved that motion and it is very clear wording if you were to refer back to the original motion.

Mr. Zandri stated, the intent (of his motion) was to offset dollars. I am not saying that I didn't state it the way Wes has indicated that I stated it, but that was not really my intent, to encompass it all. It was to offset dollar amounts.

Mr. Parisi stated, I think that was the understanding of the Council and that is what Mr. Zandri intended.

Mr. Lubee stated, you had better bring it up again because the way it was originally voted, it was to be applied to the Cooke properties.

NOTE: Papale and Zandri, no; all others, aye; motion duly carried.

ITEMS #16, 18, 20, 22 & 24

Motion was made by Mr. Rys to Enter Into Executive Session Pursuant to Section 1-200(6)(E) of the CT. General Statutes with Respect to Strategy and Collective Bargaining and Pursuant to

Section 1-200(6)(B) of the CT. General Statutes with Respects to Pending Litigation, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The Council entered executive session at 10:45 P.M. and the audio system and recorder had been turned off.

Town Council Secretary, Kathryn Zandri pointed out to the Town Council and Town Attorney that no such item appeared on the agenda for an executive session pursuant to Section 1-200(6)(E) of the CT. General Statutes pertaining to Strategy and Collective Bargaining. She stated that the Town Council could not enter into said executive session without Waiving Rule V of the Town Council Meeting Procedures first.

Town Attorney Janis Small noted the error and agreed with Ms. Zandri. The Council agreed to enter into executive session pursuant to Section 1-200(6)(B) of the CT. General Statutes pertaining to Pending Litigation only. Upon exiting executive session the Council would waive Rule V of their meeting procedures and enter into executive session for collective bargaining.

Present in executive session were the Mayor, Town Attorney, Town Councilors and Comptroller Thomas Myers. Mr. Myers left executive session after a short period of time.

Motion was made by Mr. Farrell to Exit Executive Session, seconded by Mr. Centner.

VOTE: All ayes; motion duly carried.

The Council exited executive session at 11:28 P.M.

ITEM #21 Consider and Approve the Settlement of Pending Litigation – Town Attorney

Motion was made by Mr. Rys to Approve the Settlement of Brinkley v. Town of Wallingford as Discussed in Executive Session, seconded by Mr. Farrell.

Philip Wright, Sr., 160 Cedar Street asked what the issue was?

Mr. Parisi stated, we cannot answer, it is a pending case.

Atty. Small agreed to provide information to Mr. Wright at the appropriate time.

VOTE: Zandri, no; all others, aye; motion duly carried.

ITEM #23 Consider and Approve the Sale of Personal Property – Town Attorney

Atty. Small stated, this is a foreclosure action that we did of a mobile home in Henry's Trailer Park. The judge would not permit the property to be sold by a foreclosure auction. He indicated that the Town had to take it by strict foreclosure, that being because the property was worth all of \$500. The Purchasing Department put it out to bid to sell it and we did get a bid for \$500 and I am bringing it to you because it is kind of an odd circumstance but I felt that the Council should approve awarding the bid to this particular purchaser.

Motion was made by Mr. Farrell to Sell the Afore-mentioned Mobile Home for \$500 to the Top Bidder, seconded by Mr. Centner.

Philip Wright, Sr. asked, does Planning & Zoning have to get involved in this?

Atty. Small disagreed.

Philip Wright, Sr., asked, what are Planning & Zoning's duties with regards to Town property?

Mayor Dickinson replied, I think you are referring to a State Statute which has Planning & Zoning acting on improvements that the Town would be.....

Mr. Wright stated, o.k.

VOTE: All ayes; motion duly carried.

ITEM #25 Consider and Approve the Settlement of Pending Litigation – Town Attorney

Motion was made by Mr. Rys to Approve the Settlement of Charette v. Town of Wallingford as Discussed in Executive Session, seconded by Mr. Farrell.

Atty. Small stated, it is a workers' comp. matter.

VOTE: All ayes; motion duly carried.

ITEM #26 Consider and Approve Remaining Appointments to be Made to the School Building Expansion Committee – Mayor/Town Council

Mr. Zandri stated that he had appointed Peter Gouveia to the committee and he had notified Mr. Zandri with a letter this week that due to a new work commitment he is not going to be able to

serve in the capacity that he would prefer to, therefore I am withdrawing his name and submitting the name of Joseph Ferrara.

Mr. Farrell nominated Richard O'Connor to the position. He was a principal in the Wallingford School system for twenty-seven years. He started out at Pond Hill School when it opened, worked with that building committee, went on to be principal at Rock Hill School and then at Moses Y. Beach School. It is great to have someone who is familiar with three of the schools that we are potentially renovating.

Mayor Dickinson submitted the name of John Hackbarth as his appointee.

Motion was made by Mr. Farrell to Move the Appointments, seconded by Mr. Knight.

Philip Wright, Sr., 160 Cedar Street stated, this is not specific to any of the appointees but reading the minutes of the meeting of the last Council meeting and having worked for five years on the School Building Expansion Committee with a number of people including Rich Centner, I looked at what was written and it seems to me that there was not a specific charge to the new group. That has to get done. I hope you will take a good look. The last time we had very specific charges from the Council and what I saw, although I can't find it right now in all my papers, but it looked like it was kind of fuzzy. It will be impossible for a committee to act without very specific guidelines....any you (Council) need them, too. Sometime soon you are going to have to do that.

Mr. Parisi replied, right, very good point.

VOTE: All ayes; motion duly carried.

WAIVER OF RULE V Motion was made by Mr. Rys to Waive Rule V of the Town Council Meeting Procedures for the Purpose of entering into Executive Session Pursuant to Section 1-200(6)(E) With Respect to Strategy and Collective Bargaining, seconded by Ms. Papale.

VOTE: All ayes; motion duly carried.

Mr. Parisi stated, motion was made and seconded to go back into Executive Session.

Town Council Secretary pointed out to the Mayor that the Council's motion was to Waive Rule for the Purpose of Entering Executive Session, not to Enter Executive Session.

Mayor Dickinson agreed and asked that the Council make a motion to Enter Executive Session.

Motion was made by Mr. Farrell to Enter Executive Session Pursuant to Section 1-200(6)(E), seconded by Mr. Centner.

VOTE: All ayes; motion duly carried.

The Council entered executive session at 11:42 P.M.

Present in executive session were Mayor Dickinson, all Councilors, Terence Sullivan, Personnel Director and Roger Dann, General Manager of the Water & Sewer Divisions.

Motion was made by Mr. Farrell to Exit Executive Session, seconded by Mr. Centner.

The Council exited executive session at 11:50 p.m.

ITEM #10 Consider and Approve Ratifying a Tentative Agreement Between the Town of Wallingford and AFSCME Local 1183 for Position Changes at the Sewer Division – Personnel

Motion was made by Mr. Rys to Ratify a Tentative Agreement Between the Town of Wallingford and the AFSCME Local 1183 for Position Changes in the Sewer Division, seconded by Mr. Farrell.

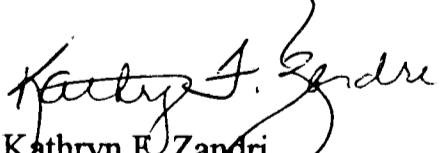
VOTE: All ayes; motion duly carried.

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

VOTE: All ayes; motion duly carried.

There being no further business the meeting adjourned at 11:51 P.M.

Meeting recorded and transcribed by:


Kathryn F. Zandri
Town Council Secretary

Approved: Robert F. Parisi by RR
Robert F. Parisi, Chairman

11-5-99
Date

Patricia Sgambati by RR
Patricia Sgambati, Assistant Town Clerk

11-5-99
Date