

Town Council Meeting Summary

224

April 14, 1987

	<u>Page</u>
Public question and answer period/discussed Sewer Agreements, soil erosion and sediment control.	1-4
Approved Agreement and Stipulation between Masonic Charity Foundation of Connecticut and the Town of Wallingford and authorized Mayor William W. Dickinson, Jr. to sign agreement.	4-19
Approved transfer of \$2,500 from Wages to Outside Services, Assessor's Office.	19-20
Approved transfer of \$10,000 from Education Insurance and \$20,000 from Town Insurance/\$22,000 to Worker's Compensation and \$8,000 to Heart & Hypertension (Fire), Treasurer's Office.	20
Ratified Wallingford Representatives to Visitor's Council and Tourism District.	20
Adopted resolution authorizing Mayor to apply to Connecticut Department of Environmental Protection for State Funds for Potable Water Supply Facilities Grant.	20-21
Adopted resolution to apply for Summer Work Experience Program and authorized Mayor Dickinson to sign said agreement.	21-22
Approved transfer of \$2,500 from Advertising, \$1,000 from Maintenance of Equipment and \$1,500 from Copier Rental & Supplies, total of \$5,000 to Postage, Purchasing Department.	22
Approved transfer of \$1,180 from Pension Contribution to Office Supplies, Tax Collector.	22-23
Approved transfer of \$7,011.00 from Pension Contribution to Tax Refunds and approved tax refunds totalling \$7,010.35.	23
Approved Federal Express EXTERIOR DROP BOX agreement.	23
Approved transfers requested by Public Works Department: \$2,600 from Outside Contract Rental & \$400 from Gas & Oil/ \$2,600 to Repair Sweeper/Scavenger & \$400 to same account. \$3,740 from Pension Contribution to Maintenance of Building/ Dog Pound. (Funds from Dog Warden's Budget)	23 23 24
Approved appropriations requested by Public Utilities Commission: \$1,500 to Proportionate Charges/Utility Commission Expenses \$ 450 to Salary/Commissioners & Directors \$1,050 to Part-Time Secretarial Wages	24 24 24
Approved budget amendment & transfer for Water Division: \$30,000 to Purchased Power for Pumping & \$25,000 to Chem. Exp. \$ 5,000 from Admin. & Gen. Salaries to Laboratory Expenses	25 25
Approved budget amendment & transfer for Sewer Division: \$99,500 from Prior Retained Earnings to Uncollectible A/C's \$18,000 from Employee Pension & Benefits to various A/C's	25-26 26
Noted for record Director's Report for Utilities/2/28/87.	26
Approved a transfer of \$49,015 from Contingency as follows: \$10,000 to Miscellaneous Project Expenses, \$9,015 to Reroofing & Related Work & \$30,000 to Interior Work & Finishes, Parker Farms.	Page 26
Approved Police Department transfers requested: \$12,500 from General Labor to Capital-Traffic Controller Waived bidding and awarded bid to Marlin Control, Danbury, CT \$500 from Capital to Office Supplies \$3,295 from General Wages to Crossing Guards \$4,733 from Patrol Division General Wages to Capital	27 27 27 27 27-28
Approved Fire Department transfers requested:	
(a) \$272 from Tires & Tubes, \$900 from Tires & Tubes, \$700 from Tires & Tubes & \$400 from Tires & Tubes (various accounts) \$2,272 to Tires & Tubes A/C 2032-400/4520.	28
(b) \$250 from Utilities to Maintenance of Building.	28
(c) \$200 from No Sick Leave Incentive to Training Replacement.	28
(d) \$1,800 from Utilities & \$1,900 from Gas, Oil & Diesel, \$3,700 to Training-Technical College.	28

- (e) \$186 from Public Fire Safety Educational Supplies 2039-400/4290 & \$202 from Public Fire Safety Educational Supplies 2037-400/4290 \$225 from Utilities 2036/200/2010 & \$225 from Utilities 2038-200/2010 & 500 from Telephone as follows:
 - \$186 to Building Supplies 2039-400/4260, \$202 to Building Supplies 2037-400/4260, \$225 to Building Supplies 2036-400/4260, \$225 to Building Supplies 2038-400/4260 & \$500 to Building Supplies 2032-400/4260.
 - (f) \$185 from C-Med Portable Radio to Floor Buffer (Loaner).
 - (g) \$ 770 from Fire Fighting Gear & \$4,794 from Fire Fighting Gear/Pants, a total of \$5,564 to Maintenance of Vehicles.
 - (h) \$3,145 from Fire Fighting Gear 2036-999/9903 and \$1,548 from Fire Fighting Gear 2038-999/9901, a total of \$4,693 to Sick Replacement.
 - (i) \$1,240 from Fire Fighting Gear-Coats, \$1,398 from Fire Fighting Gear-Pants, \$916 from Fire Alarm System & \$340 from Fire Fighting Gear-Boots, a total of \$3,894 to Vacation Replacement.
- Approved a transfer of \$12,000 from Pension Contribution to Professional Services, Town Attorney's Office.
- Approved the following transfers for the Town Clerk's Office:
- \$3,750 from Pension Contribution to Professional Services
 - \$ 575 from Pension Contribution to Office Supplies
 - \$7,200 from Pension Contribution to Microfilming for Storage
 - \$5,100 from Pension Contribution to Computerized Indexing
 - \$ 302 from Pension Contribution to MapReader Printer Lease
- Noted for record Town of Wallingford financial statements for the month ended March 31, 1987.
- Accepted Town Council Meeting Minutes of March 24, 1987.
- Accepted Town Council Meeting Minutes of April 2, 1987.
- TABLED discussion and possible action to reorganize Community Lake Study Committee.
- Meeting adjourned.

Town Council Meeting

April 14, 1987

7:30 p.m.

- (1) Roll call and pledge of allegiance to flag.
- (2) Public question and answer period.
- (3) Consider approval of the Agreement and Stipulation between Masonic Charity Foundation of Connecticut and The Town of Wallingford and authorization for the Mayor to sign said agreement.
- (4) Consider and approve a transfer of \$10,000 from Education Insurance and \$20,000 from Town Insurance/\$22,000 to Workers' Compensation and \$8,000 to Heart & Hypertension (Fire), requested by C. C. Collins.
- (5) Consider ratification of Wallingford Representatives to the Visitor's Council and Tourism District.
- (6) Consider resolution authorizing Mayor to apply to Connecticut Department of Environmental Protection for state funds for Potable Water Supply Facilities Grant, requested by George Yasensky.
- (7) Consider resolution to apply for Summer Work Experience Program Grant and authorization for the Mayor to sign said agreement.
- (8) Consider and approve a transfer of \$2,500 from Advertising, \$1,000 from Maintenance of Equipment and \$1,500 from Copier Rental & Supplies, a total of \$5,000 to Postage, requested by Donald T. Dunleavy.
- (9) Consider and approve a transfer of \$2,500 from Wages to Outside Services, requested by Francis J. Barta, Assessor.
- (10) Consider and approve a transfer of \$532 from Maintenance of Equipment, \$122 from Data Terminal System and \$100 from Maintenance of Alarm System, a total of \$754 to Office Supplies, requested by

- Norman Z. Rosow, Tax Collector. (Changed to \$1,180 from Pension Contribution of Office Supplies/new transfer submitted at meeting) 226
- (11) Consider and approve a transfer of \$7,011.00 from Pension Contribution to Tax Refunds and approve tax refunds totalling \$7,010.35.
 - (12) Consider and approve Federal Express EXTERIOR DROP BOX agreement.
 - (13) Consider and approve transfers requested by Steven L. Deak:
 - (a) \$2,600 from Outside Contract Rental and \$400 from Gas & Oil, \$2,600 to Repair Sweeper/Scavenger & \$400 to Repair Sweeper/Scavan.
 - (b) \$3,740 from Pension Contribution to Maint. of Bldg./Dog Pound.
 - (14) Consider PUC appropriations, requested by Raymond F. Smith, Director:
 - (a) \$1,500 to Proportionate Charges/Utility Commission Expenses
 - (b) \$ 450 to Salary/Commissioners & Directors
 - (c) \$1,050 to Part-Time Secretarial Wages.
 - (15) Consider and approve budget amendment and transfer requested by Raymond A. Denison, Office Manager, Water & Sewer Divisions:
 - (a) \$30,000 to Power Purchased for Pumping & \$25,000 to Chemical Expense from various accounts as detailed. (Water Division)
 - (b) \$5,000 from Administrative & General Salaries to Laboratory Expenses (Water Div.) -over-
 - (16) Consider and approve budget amendment and transfer/SEWER DIVISION:
 - (a) \$99,500 from Prior Retained Earnings to Uncollectible Accounts
 - (b) \$18,000 from Employee Pension & Benefits to various accounts.
 - (17) NOTE FOR RECORD Director's Report for Electric, Water & Sewer Divisions for the month of February, 1987.
 - (18) Consider and approve a transfer of \$49,015 from Contingency to \$10,000 Miscellaneous Project Expenses, \$9,015 to Reroofing & Related Work and \$30,000 to Interior Work & Finishes, Parker Farms School, requested by Robert E. Devine. (LETTER FORTHCOMING)
 - (19) Consider & approve three transfers for Police Chief Bevan:
 - (a) \$12,500 for overhead signal on North Turnpike Road/waive bid &
 - (b) ~~-\$419 from Capital~~ & \$500 from Capital as follows: award bid ~~-\$419 to Telephone~~ and \$500 to Office Supplies
 - (c) \$3,295 from General Wages to Crossing Guards.
 - (d) \$4,733 from Patrol Division General Wages to Capital/ADDENDUM
 - (20) Consider and approve transfers requested by Jack K. McElfish:
 - (a) \$272 from Tires & Tubes, \$900 from Tires & Tubes, \$700 from Tires & Tubes & \$400 from Tires & Tubes (various accounts) \$2,272 to Tires & Tubes A/C 2032-400/4520.
 - (b) \$250 from Utilities to Maintenance of Building.
 - (c) \$200 from No Sick Leave Incentive to Training Replacement.
 - (d) \$1,800 from Utilities & \$1,900 from Gas, Oil & Diesel, \$3,700 to Training-Technical College.
 - (e) \$186 from Public Fire Safety Educational Supplies 2039-400/4290 & \$202 from Public Fire Safety Educational Supplies 2037-400/4290 \$225 from Utilities 2036/200/2010 & \$225 from Utilities 2038-200/2010 & 500 from Telephone as follows:
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 - (i) \$1,240 from Fire Fighting Gear-Coats, \$1,398 from Fire Fighting Gear-Pants, \$916 from Fire Alarm System & \$340 from Fire Fighting Gear-Boots, a total of \$3,894 to Vacation Replacement.
 - (21) Consider and approve a transfer of \$12,000 from Pension Contribution to Professional Services, requested by Vincent T. McManus, Jr., Town Attorney.
 - (22) Consider and approve transfers requested by Town Clerk:
 - (a) \$3,750 from Pension Contribution to Professional Services
 - (b) \$ 575 from Pension Contribution to Office Supplies
 - (c) \$7,200 from Pension Contribution to Microfilming for Storage
 - (d) \$5,100 from Pension Contribution to Computerized Indexing
 - (e) \$ 302 from Pension Contribution to Map Reader Printer Lease
 - (23) NOTE FOR RECORD financial statements of the Town of Wallingford for the month ended March 31, 1987.

(24) ACCEPT Town Council Minutes dated March 24, 1987 & April 2, 1987.
4/8/87/dbf (25) ADDENDUM/Discussion and possible action to reorganize
Community Lake Study Committee/TABLED April 14, 1987.

227

Town Council Meeting

April 14, 1987

7:30 p.m.

A regular meeting of the Wallingford Town Council was held in Council Chambers, called to order at 7:37 p.m. by Chairman David A. Gessert. Answering present to the roll called by Town Clerk Rosemary A. Rascati were Council Members Adams, Bergamini, Holmes, Killen, Papale, Polanski, Rys and Gessert. Councilman Gouveia was not present. Also present were Mayor William W. Dickinson, Jr., Comptroller Thomas A. Myers and Town Attorney Vincent McManus. The pledge of allegiance was given to the flag.

Public Question and Answer Period.

Mr. Pasquale W. Melillo, Sr. commented that with all of the development and industry in Wallingford, he thought that the taxes would come down and the industries would pay their fair share. He feels that the working man is being ignored and he is deeply disturbed. This Town has developed as good as any other Town in this State and I see other Towns and Cities in our ballpark that have lowered the taxes for the working people, and we are going the other way. I believe that big industry is being favored and I would like to suggest that something be done about that.

Mr. Gessert explained that a mill rate is set and it applies to everyone. As I used to argue in the past, if you count the revenue of big business on one hand, you had better count the expenses on the other hand. Businesses also generate expenses in roads that have to be taken care of, they generate expenses in buildings, sewers that have to be treated, so you also have increase in demand for services.

Mr. Holmes stated that he did not agree with Mr. Melillo when he commented that the taxes in Wallingford are much higher than other Towns.

Mr. Melillo added that Wallingford is raising the taxes of the working man and the common man.

Mr. Dwayne Braithwaite stated that he had previously asked for copies of Agreement letters because it came up at a previous meeting of the Council. He added that he did receive a response from the Town Attorney's Office and there are no Agreements made with outside legal people. He asked Mr. Gessert if he received his letter.

Mr. Gessert stated that he did receive his letter requesting any and all copies of the Agreements.

Mr. Braithwaite asked the Council if they were concerned if these Agreements do not exist.

Mr. Gessert pointed out that he is more concerned with getting the problem solved than arguing about who did what in 1947, who did what in 1959, etc. He added that he would like to see the problem resolved.

Mr. Braithwaite explained that he is trying to find out if the Council is concerned that tax dollars are being spent without any type of Agreement (blank check).

Mr. Gessert commented to Mr. Braithwaite if you are asking me if I agree with my previous opinion. I said that if someone asked the question on how much we are spending for an Attorney, they have a right to an answer and they did not want to answer that.

Mr. Braithwaite added that he does not think it is right for the Town to hire a group or agency without some type of Contract.

Mr. Gessert agreed with Mr. Braithwaite.

Mr. Killen pointed out that Mr. Braithwaite's questions are similar to the questions he put in a letter to PUC asking for the minutes of the meeting showing where they hired an Attorney, and I haven't gotten an answer yet. He added that when he receives his answer from PUC, he will let Mr. Braithwaite know.

Mr. Musso told the Council that at last night's meeting of the Board

of Education, he asked them for a copy of the proposed budget and he was told that those proposed budgets cost a lot of money to print and they were not being printed up until the day of their budget hearing. He feels that the Council should have more time to review the Board of Education's budget. 228

All of the Council Members agreed with Mr. Musso.

Mr. Ed Bradley commented that in 1983, the General Assembly, passed an Act concerning soil erosion and sediment control. In 1985, all municipalities had to comply with that. He asked Mayor Dickinson why the Town of Wallingford is not complying with this. When plans come before Planning and Zoning, it is approved and there is no follow-up.

Mayor Dickinson disagreed with Mr. Bradley with regard to nothing being done in three years. When you get a very heavy rain short of complete control of water run-off, it is nearly impossible to prevent the silt from leaving the property, and that does violate the Statute? It does, but when you get the volume of rain that we received from that recent storm, unless you had the capability keeping all of that on the property, which is not required as far as soil erosion control measures, unless you do that, you are always going to get silt leaving property and it is unfortunate. He added that he will look into High Hill Acres and added that the Assistant Town Planner has been up there on several occasions.

Mr. Bradley added (regarding High Hill Acres) that the problem he has is that Planning and Zoning, the Town Planner, Engineering, have passed these plans and they do not inspect. I would like to see some control on it. When those plans are passed by Planning and Zoning, I would like to insure that they are implemented.

Mayor Dickinson commented that this is why we have the Assistant Planner.

Mr. Bradley added that he spent 6 hours this weekend and reviewed 12 sites on his own time and he finds it hard to believe that a full time Planner and Assistant Planner cannot go out and do the same thing that he did. He finds it very hard to believe.

Mayor Dickinson commented that this is something that will have to be looked into.

Mr. Paul Gough asked the Council if they could comment on the issue of the West View Hills sewer and the speed to which the PUC is moving.

Mr. Killen commented that he is not getting the answers that he wants so that he can make a decision. He added that he would like to find out what is holding them up with reaching a decision. He added that we should have some answers by now.

Mr. Adams stated that he agreed with what Mr. Killen said and if he was in Mr. Gough's position up there, he would feel that the pace was not quick enough but he thinks that what the PUC is trying to do is look at it as objectively as possible so we do not find ourselves in another situation where we are going to have further litigation down the road.

Mrs. Papale commented that she has a few problems with it and has made her problems public. She feels that the way the whole thing was done, it was not done correct. PUC should have held the bills back and sent the people letters first and explained what was going to happen. PUC explained to Mrs. Papale that the reason it is taking so long is because they have to go back into the records to when this first began, and they are talking to people who were involved in the Town of Wallingford at that time. In the beginning, I had hoped that it would not have to go into Court but after speaking to some of the residents of West View Hills and they told me the price that they would like, I don't think a decision can be made. My problem is, where is this money going to come from?

Mr. Polanski commented that he thinks the PUC is trying to come up with an equitable solution and I think it is going to end up in Court because I do not think they are going to come up with an agreement with all of the families involved. If they come up with a solution fine, but what about the rest of us over the years. If you can talk it out between yourselves fine, but if you don't, the Court will come up with a solution.

Mr. Holmes commented that it is a very complicated issue and where it is going to end up and what kind of deal is going to be worked out is not an easy matter to resolve. He added that he believes that they are doing whatever they can to resolve the issue.

Mr. Rys commented that he has attended the PUC meetings and listened to the groups and feels that the whole issue began correctly. I feel that we cannot continuously argue back and forth. I think that the time the PUC is taking is precautionary time. It is time that they are utilizing in order to research the entire project so that we don't have the same situation five or ten years down the road. When it was done, it was done very abruptly and stirred everyone up. I just hope it can be ironed out without going to Court and perhaps within the next week or so.

Mrs. Bergamini commented that she is a liaison of the PUC and has attended many meetings. I am very distressed about this thing because 300 people are forgetting that the Town of Wallingford has approximately 16,000 taxpayers. A lot of taxpayers are paying full sewer rates. If we lose that \$15 million dollar grant, that money has got to come from your taxes as well as ours. Those houses were built at 1 1/2% mortgages for veterans and I would venture to say that 1/3 of those men are still in there. But, to expect us to buy your leases to the tune of figures in the millions, you are still talking taxpayers money. It's all very well to say that PUC is dragging their feet but, I don't think you people have made an offer either, so you are dragging as much as they are. No-one has come to the table and said "let's solve this because we are going to lose \$15 million dollars". I think it is going to go to Court and it is going to be resolved by the Judge and we can waive that \$15 million dollar grant goodbye because the State has already notified the Town that the money is in jeopardy and any money advanced is going to have to be returned. Your \$25.00 sewer fee that you normally have to pay is going to be a drop in the bucket and that is my opinion and I am sure that you don't agree with me.

Mr. Gessert commented that he does not like the way this whole thing was handled. Someone could have used a course in Public Relations and explained to people what the reason was, what the change was and what has happened. Would I liked to have seen this resolved by now, yes. Would I like to see it resolved at any price, no. The bottom line is that someone is going to have to pick up the tab. PUC is working on the issue, they are not ignoring it and they are moving along on it and they are going to resolve it and they are taking the steps to make sure they can resolve it once instead of having it creep up again in one month or two because some other group finds a problem. I would rather have them take the time and do it right and do it once and for all, than rush into an agreement and then find out that there are 50 people on Long Hill Road that they forgot about that no-one knew about. I would rather see them take their time and do it right and I would like to see it resolved as quickly as possible.

ITEM 3. Consider approval of the Agreement and Stipulation between Masonic Charity Foundation of Connecticut and The Town of Wallingford and authorization for the Mayor to sign said agreement, moved by Mrs. Bergamini for discussion and seconded by Mr. Holmes.

AGREEMENT AND STIPULATION

AGREEMENT made this _____ day of February, 1987, by and between THE MASONIC CHARITY FOUNDATION OF CONNECTICUT (Foundation), of Wallingford, Connecticut, acting herein by Carleton V. Erickson, its President, duly authorized, and the TOWN OF WALLINGFORD, CONNECTICUT (Town), acting herein by its Mayor, William W. Dickinson, Jr., duly authorized by the Wallingford Town Council.

WHEREAS, the Foundation is in litigation with the Town arising from the assessment of property taxes and the denial of exemption from property taxes for Foundation property known as Ashlar Village (this term is intended to include all present and future phases of the development); and

WHEREAS, the Town has denied the validity of the terms of an

Agreement between the parties dated April 24, 1947 which purported to grant perpetual exemption for the Masonic Home and Hospital, owned by the Foundation, from "tax assessment or other charges" for receiving and disposing of sewage; and

WHEREAS, the parties are in dispute as to whether the Foundation has the right to proceed with site plan approval and construction of additional phases of Ashlar Village as the result of a Building Moratorium approved by the Planning & Zoning Commission, effective November 16, 1986 for twenty-two (22) months; and

WHEREAS, the parties are desirous of resolving their differences and the pending litigation in a manner which is fair and equitable;

NOW THEREFORE, the parties agree as follows:

1. The Foundation will, upon satisfaction of all the terms and conditions contained herein, withdraw its tax appeal known as The Masonic Charity Foundation of Connecticut v. Town of Wallingford Board of Tax Review, Docket No. CV 85-0237429-S, Superior Court, Judicial District of New Haven at New Haven without costs.

2. The Town's Assessor has determined that, as to the Grand List of October 1, 1986, the real property and buildings known as "Ashlar Village," which is the subject of the above-mentioned tax appeal, is exempt from taxation in that it was used for charitable purposes within the meaning of Section 12-81(7) of the Connecticut General Statutes. The Foundation agrees that, in lieu of paying taxes which would otherwise be due on such property for the Grand List of October 1, 1986, it will make a payment of monies to the Town equal to the amount which is the product of the assessed value of the property multiplied by the Town's mill rate less the number of mills attributable to the Board of Education portion of the Town's entire budget. Such payment shall be made in two (2) equal semi-annual payments in July of 1987 and January of 1988. It is understood, acknowledged and agreed by the parties that all such payments are to be made without prejudice to the Foundation and shall not be deemed to be an admission of property tax liability by the Foundation for Ashlar Village or any of its property, real or personal property, now or hereafter owned or held in trust and used for its charitable, hospital or other exempt purposes as defined by the Connecticut General Statutes. The Assessor shall as of each October 1 determine the assessed value of the subject property as though it were taxable. Similar payments in lieu of taxes in two equal semi-annual

231

installments shall be made by the Foundation for each tax year so long as the subject property continues to be exempt from taxation under the Connecticut General Statutes. The property shall not be subject to taxation so long as the use thereof remains as it was on October 1, 1986 and the Connecticut law regarding exemption from taxation of property used for charitable purposes remains essentially as it was on October 1, 1986.

3. Should the Foundation wish to contest any future assessment of Ashlar Village by the Town's Assessor while making any such payments under Paragraph 2, the parties stipulate and agree to submit the issue of the actual value of such property to American Arbitration Association in accordance with the rules prevailing in New Haven, Connecticut.

4. The Agreement between the parties under date of April 24, 1947 is terminated and henceforth of no force and effect. From and after September 1, 1986, all property owned or held in trust for the Foundation shall be subject to the same sewer use rates or charges as is all property within the Town and such rates or charges shall be levied on a basis which is consistent with the assessment of similar rates or charges against other property in the Town. All existing liens, assessments, penalties and charges whatsoever, which are owing as the result of any prior assessments or charges whatsoever, which are owing as the result of any prior assessments or charges by the Town against the Masonic Home and Hospital property are forgiven and cancelled as of August 31, 1986. Assessments or charges billed to the Foundation by the Town after August 31, 1986, even though applicable to a period prior to September 1, 1986 shall be due and payable in the ordinary course.

5. The Foundation shall make a payment of Sixty-Six Thousand Seven Hundred and Fifty Dollars (\$66,750.00) as full and final payment of the installation and/or hookup or like charges for the remaining three hundred and twenty-seven (327) units of Ashlar Village. This payment shall be made upon the signing of this Agreement and the satisfaction of all the terms and conditions herein by both parties.

6. The terms of this Agreement and the obligations of the parties thereto as set forth above shall be valid and binding if, and only if, the following conditions have been met:

A. The Town Planning & Zoning Commission agrees to take such action as may be necessary, including amendment of the Zoning and Subdivision Regulations, Section 6.22, in

order that the Foundation can proceed forthwith with the submission of an application to the Commission for site plan approval for the next phase or phases of Ashlar Village during the existing moratorium. Upon approval of such site plan, which shall be based upon the same standards applied by the Commission to the first phase of Ashlar Village, the Town shall cause a building permit to be issued in order that construction may be commenced. It is understood, however, that a Certificate of Occupancy for completed units of the next phase of Ashlar Village will not be issued until the expiration of such moratorium which presently expires on September 16, 1988, and

B. The Town Public Utilities Commission consents and agrees to be bound by the terms of paragraphs 4 and 5 hereof.

7. In the event that all of the foregoing are not accomplished forthwith, it is understood and agreed that this Agreement shall be null and void and all of the foregoing agreements and the proposed withdrawal shall be without prejudice against the parties and shall not be admissible in the trial of the foregoing suit assigned for February 17, 1987, or any further suits by the Foundation or Town.

All payments required to be made under this Agreement will be postponed beyond their due dates while this Agreement is being finalized and reduced to judgment, and the Town agrees that such payments shall not bear interest, penalty or other charges during such delays.

This Agreement is to be signed in the State of Connecticut and shall be construed by the laws of such state and shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day first above written.

TOWN OF WALLINGFORD

Mayor Dickinson explained that this is the same Agreement that was presented to the PUC at their last meeting and they approved paragraphs 4 and 5 that affect the utilities. Basically, this Agreement resolves several issues that have been pending between the Town of Wallingford and the Masonic Charity Foundation one of which is a 1947 Agreement regarding the payment of sewer charges exempting the Foundation from payment of those sewer charges in exchange for conveyance of Real Estate which bounds the Community Lake. It's property that now has the exchange, Little League Baseball Field, Tennis Court and Pavillion. That property the Town received from the Masonic Charity Foundation in exchange for the sewer Agreement back in 1947. That Agreement has the same potential impact on the grant for the new Sewer Plant as does the recently mentioned issue at West View Hills. This

Agreement would have the Masonic Charity Foundation releasing that 1947 Agreement in exchange for the waiving of liens and charges that were placed on their property starting in 1981 or 1982, charges that they feel were not justified given the existence of the agreement, so they are insisting upon our waiving of those charges. It also involves an Agreement of 50% of the connection charges that would be collected on the new units, when and if they are built up there. So, the Town would receive a total of around \$171,000 for connection charges instead of it being twice that amount if the full connection charge were collected. The other part of the Agreement, gives them the ability as long as Planning and Zoning agrees, to move ahead with applications on additional construction, even though they recognize, without the new sewer plant in operation, they would not receive CO's and could not connect to the sewer system, but they would be able to move ahead with applications for site plans, etc. and not have to wait until the plant is completely built. The other facet of this involves the tax issue, which is really the issue that caused the initiation of the litigation. Frank Barta is here and he can answer questions. Regarding the tax issue, the Town of Wallingford, in regards to Ashlar Village felt that Ashlar Village was a taxable residential entity. So, the tax issue involves Ashlar Village, not the Masonic Home and Hospital. The Masonic Home and Hospital felt that Ashlar Village was tax exempt. We were not able to resolve the issue so, it went into litigation. This type of issue has been raised around the state. I have a release from the Bridgeport Post of March 8th or 9th of 1987, regarding the Town of

233

Trumbull having a tax case over two elderly care facilities operated by the Dioceses of Bridgeport and they were found to be tax exempt. Same type of issue but probably not identical factual patterns but basic issue, elderly housing run by a tax exempt organization, is that residential community is taxable. In this case, prior to trial, and there were discussions regarding settlements, additional information was filed with the Assessor's Office which justifies the Town finding the Ashlar Village complex to be tax exempt and Mr. Barta can explain what that information was. That information wasn't to us prior to that settlement. That information could have been filed as part of the litigation and they could have been found to be tax exempt. But, the Masonic Home has expressed a desire, as indicated in this Agreement, that they want to be a contributing member of the community toward the taxes and the monetary support for the services they receive. They felt they received a broad range of municipal services except for education. They have proposed a pilot payment, which is a payment in lieu of taxes which represents 50% of what their tax bill would have been and subtracts out that portion of the tax bill that would represent the percentage of taxes that are raised for education in Town. Overall, it is important to keep in mind that, whether it be through this information, which is part of the rationale we acted upon, whether it be the information filed with the Town's Assessor's Office regarding the charitable nature of the Ashlar Village immunity and administration or the continuing efforts of Masonic Home and other organizations, as I indicated with Bridgeport and others to pursue legislation which will find all of these elderly care facilities to be tax exempt, we felt that there was a strong probability there would be a tax exempt situation. Instead, we have a payment in lieu of taxes.

Mr. Gessert asked how this Agreement would stand up in regard to the State Law.

Mayor Dickinson replied the information from the Town Attorney's Office is that this Agreement would supercede any change in legislation.

Attorney McManus commented that it was his personal belief that the time in the cases were running against us and that we could beat the Masonic Home (if you want to use that phraseology) in this particular case, at this particular time, it's in the lose or win because in four or five years it was our opinion that either the tide of the court case would have changed the picture or the Legislature faced with demands from the various groups, when they are all running these types of operations, would have eventually gotten exemption for the types of operations as they were being operated by the Masonic Home when the original determination of taxability was made. Many of the cases have turned on one point. The guests in the homes pay for their units, pay their rent they pay, pay, pay, but what happens when the person that is in there doing all of this paying gets broke. If the bylaws say you keep him, you are tax exempt. I recommended this to the Mayor that he accept this after months and months of negotiations between Masonic and the others that we make an Agreement that would last decades and decades and decades and this pilot would be paid. It is our belief that we got the best end of the deal. The Masonic people did change their bylaws to accommodate fulcrum where the cases seem to be turned and on balance, I think we did the right thing.

Mr. Adams commented that he was sure that back in 1947 when these Agreements were made, the same type of expertise was involved. I don't know how I can go out and face Senior Citizens who are paying their full share of the tax burden and tell them that they have to pay when those people up there do not. Some of the people that I had look over this were appalled at this and to me it does not seem fair to the rest of the taxpayers in the Town. I find it very difficult to swallow as far as a community or village who are paying their share to rent there (like a Condo) and then saying, if you run out of money, then you can stay there for free and say that is a loophole that you get by not paying taxes.

Mr. Gessert asked Attorney McManus, prior to this, how much taxes were we collecting over there?

Attorney McManus replied none and added that we are picking up more money than we ever were before.

Mr. Adams asked how long ago this Village was put in.

Mr. Barta replied that the Village was put in in 1984.

Mr. Adams stated that he does not understand this and cannot tell the people that he does and vote for it.

Mr. Gessert suggested to Mr. Adams that he go out to Masonic Home and talk to the people and ask them how much they are paying in taxes.

Mr. Adams said that he assumes that those people are being treated.

Mr. Gessert replied that some of those people are not necessarily being treated, and added that we are talking about tax exempt property such as Churches, the Post Office, etc.

Mayor Dickinson added that the Masonic Home did pay the taxes under protest on the first two years. I can understand Frank's concerns about it but, if you look at what has happened in the Town of Trumbull, there is no payment there and it is a similar type of situation, an elderly care facility, it was found to be tax exempt. Not a dollar will come out of that facility. That is what the potential is here and we feel that the Court could easily reach that conclusion going the final route. This way, Masonic feels that they are contributing to the Town and we are receiving 50% more than perhaps what we feel we would get if it goes the full route. So, actually, we are looking to improve the tax collection situation for all of the residents in Town. On the other angle, the residents at Ashlar don't pay the tax but, I suppose their rents are partly the tax but as individuals, they are not paying that tax. They don't own their residences there.

Attorney McManus pointed out that if you come around and look back 5 years from now and find out how many Towns in this State are getting this type of income from this type of an operation and I'll bet you we are one of the darn few. I spent a lot of time on this project to get the situation that we did and I am very proud of this one and on this one, I am sure that we guessed right. If you pull a hair out of my head and split it four ways, that's how close these tax cases get decided.

Mrs. Bergamini pointed out that her parents owned their home and they paid their taxes but the people in Ashlar Village rent their places, and with their rents they receive care.

Mr. Polanski asked how much money we will be getting for Ashlar Village through Masonic Foundation.

Mr. Barta guessed that it would be about \$123,000 a year.

Mr. Polanski added that those homes in Ashlar Village are owned by a tax exempt organization right now. A tax exempt organization does not pay taxes, therefore the deal that was struck between Masonic, the tax free foundation and the Town of Wallingford is going to benefit all of the taxpayers in the Town of Wallingford.

Mr. Barta added that they do not have to pay anything, this is something that they want to do.

Mrs. Bergamini pointed out that the title, Masonic Charity Foundation, says it all.

Mr. Killen commented that the statement "being owned by a charitable organization", under 12-88 which is Property Tax Assessment, it says,

legislative intent of 12-66 giving towns the choice of pursuing either charitable organization or 100-year lessee of organization's property to recover taxes, etc. but, the case is Farms Country Club vs. Carini (1977). The Assessor at that time, and the two Town Attorneys told us that there was no way we could collect taxes from the Farms Country Club. We told them to go out and collect the taxes and they are paying the taxes and this is the opinion that the Judge rendered in that particular case. 235

Mrs. Bergamini asked Mr. Killen why the Farms Country Club thought they would not have to pay taxes and Mr. Killen replied that it was because of the way the Statute read and the Judge told them they had to go by intent. This comes under section 12-18-7 which they claim is charitable purposes. No way is Ashlar Village used for charitable purposes.

Attorney McManus pointed out that that was the old argument, that was used about Yankee Stadium when New York claimed it was tax exempt, it was a commercial property and they were using it to make money, then they had to pay taxes on it just like everyone else. When they were using it for charitable purposes, it was tax exempt.

Mr. Killen asked where the charitable purpose is here .

Attorney McManus replied that it is housing and care for the elderly.

Mr. Killen asked if himself and his wife were a certain age and pay whatever they are asking to live there. There is no charity from them, I am just going to pay them rent, is that correct?

Mr. Barta replied that that is correct.

Mr. Killen asked Attorney McManus where the charity is in that.

Mr. Barta replied that the charity comes in on where they changed their by-laws. They paid taxes on 1984 and 1985 because there was no existing change in their by-laws. When they changed them to take care of the indigent and no longer throw you out in the street when you can't pay the bills or when you become sick or senile, that's where charity takes place.

Mr. Killen read from the Statute which stated " the burden of proof is upon the plaintiff to show that it comes within the Statute, not only so far as its organization and disposition of what funds it may legitimately receive by ways of dues, contributions or otherwise is concerned, but also to show that its property is used exclusively for one or more of the purposes specified in the Statute. It is as important to show this exclusive use as well as any other fact enabling it to claim exemption". So far, there is no charity. It also says here "apparently to give such an organization full benefit of the Statute so far as possible, the Statute further provides that 'If a portion only of any lot or building belonging to, or held in trust for, any such organization shall be used exclusively for carrying out one or more such purposes, such lot or building shall be so exempt only to the extent of the portion so used and the remaining portion shall be so exempt only to the extent of the portion so used and the remaining portion shall be subject to taxation'". The minute that I can't pay, my house becomes exempt, but the rest of them are not being used for charity and there is no way you can get around that.

Mr. Barta explained that in order to get into the Masonic Home, you have to turn everything over to them.

Mr. Killen pointed out that Masonic is used for hospital purposes and the State Statutes cover them.

Mr. Barta added that Ashlar Village is also.

Mr. Killen added that the difference here is whether we see fit to go and pursue our taxes. Every case that is cited says that we have the right to go after them.

Mr. Barta agreed but added that there are two cases in the state. One of them is the Cromwell case and the other is the Trumbull case. They both lost. In both cases, they pay very large amounts of money to get in there and they both probably get the same amount of care. The Courts ruled them as being exempt.

Mr. Killen asked if they have been appealed and Mr. Barta replied that they have been appealed and one of them is a Supreme Court Appeal. There are two precedent setting cases in the State right now that say that these facilities are exempt. There is nothing in the Statute that makes them exempt in my eyes. Mr. Killen agreed with Mr. Barta.

Mr. Gessert asked how close the legislation that was introduced last year came, and Mr. Barta said that it came very close.

236

Mr. Killen added that it never was the intent that the Judges should decide what legislative intent was. One the case I read before, the Judge read the law as the legislative intent, not as what the Judge might feel is fair and clear. It would never get my vote.

Mayor Dickinson asked Mr. Barta if he found them to be tax exempt as a result of this tax Agreement and Mr. Barta replied no. Mayor Dickinson then asked Mr. Barta if he found them to be tax exempt because of additional information and Mr. Barta replied that that was correct. Mayor Dickinson then added that with this additional information, that would exist regardless on what we do on this and Mr. Barta agreed.

Mayor Dickinson added that if they don't pay the payment in lieu of taxes, they are going to be tax exempt.

Mr. Barta explained that right now, the way he has been advised by Council, they are exempt.

Mr. Killen asked Mr. Barta what changed his mind and Mr. Barta replied because of the new change in their policy.

Mrs. Papale asked Mr. Barta who owns Ashlar Village and Mr. Barta replied, Masonic Home. Mrs. Papale then commented that from what she is hearing, Masonic Home is tax exempt, is it black and white? Mr. Barta replied that it is and in his opinion, it is black and white. Mr. Barta added that in 1984 and 1985 they were taxed because of the way their Charter read by their Board of Directors. When you could no longer afford to live there you were evicted.

Mrs. Papale said that she thought that before you entered the Hospital, you had to turn over you savings (everything you own), but Ashlar is different.

Mr. Barta explained that in Ashlar Village, you don't have to turn over everything you own, you have to pay them money instead.

Mr. Killen added that the Courts have said in every case that you have to base it on the merits of the case. Right now, they are using Ashlar Village as a form of income. Until someone becomes indigent in there, it is not being used for charitable purposes.

Mr. Barta added that it does not have to be tested and Mr. Killen replied that it has to be tested in his book.

Mrs. Papale asked when this case is supposed to come and Attorney McManus replied that it will probably be tried this month and it will probably take around a month to try and we will have a decision sometime this summer.

Mrs. Papale asked that if this went to Court and the Town of Wallingford lost and Ashlar Village was tax exempt and they weren't going to pay us any taxes, you just told us that they are willing, on their own, to give us \$123,000 per year. This is only if we don't take them to Court? Why can't we take them to Court and see what happens?

Mayor Dickinson pointed out that the sewer issue is another piece of this whole thing. They are receiving a benefit, if Planning and Zoning concurs, they will be able to move ahead with their site plan and not have to wait until the sewer plant is constructed and that is a real benefit to them.

Attorney McManus pointed out that this was a multi-dimensional settlement and it was a devil to work out.

Mr. Killen explained that under section 6A states " the terms of this agreement and the obligation of the party thereto is set forth above, shall be valid and binding if and only if the following conditions have been met. A. The Planning and Zoning Commission agrees to take such action as may be necessary, including amendment of the zoning and subdivision regulations section 6-22 in order that the foundation can proceed forthwith..." We are putting pressure on Planning and Zoning (the people that we appoint) that this can take place. This is not right.

Mrs. Bergamini stated that when she went to the Open House, she met a woman who told her that her husband was very ill with Alzheimer's

Disease and she handed over her home to them and in turn her husband is being taken care of in Masonic Home and she was given an apartment in Ashlar Village. The only thing she had to do was go at meal time and help them feed her husband.

337

Mayor Dickinson added that there are not many tax exempt organizations in this Town who pay any taxes. You have some taxes paid by Choate on residences used by faculty, but not a great amount. I am not aware of many tax exempt organizations who have entered into any agreement to pay anything towards taxes. After getting this new information, I don't see how we can look at them as taxable.

Mr. Holmes pointed out that he trusts Mr. Barta's judgment that we could win. I think that the smartest thing that we can do is take this Agreement and take the monies that are being offered to us.

Mr. Adams stated that Mr. Gouveia asked him to read his comments on this matter because he could not attend the meeting.

Mr. Gessert commented that if a Council Member wants to issue a press release, that is fine but, if you want to express your opinions at the Council Table, you have to be here to express them.

Mr. Adams asked to have Mr. Gouveia's comments attached to the minutes.

Mr. Adams then added that he does not fully understand the Agreement and would like to have it explained to him. I think we should have a meeting to discuss Contracts in the future and a 2 week period to get some input and get some feedback before we have to make a decision, that to me seems responsible. I think the public has a right to respond.

Attorney McManus stated that Mr. Adams has never called him and asked to have anything explained. Mr. Adams replied that he felt that this was the forum to handle that, with other people.

Mr. Killen commented that things are supposed to start from here. If we want something negotiated, we ask you or the Mayor to negotiate it. It does not start with you and you come back to us. When you have Court cases going on, when it comes time for a settlement, you come before us and we decide on it.

Attorney McManus pointed out that this case has been pending for 2 years.

Mr. Killen added that he resented the fact that this had gone before Planning and Zoning before we had had a chance. This Agreement allowed them to have sewage free in return for 10 acres of land. Are we giving away the 10 acres of land? Are we giving them back? That's what the wording says.

Attorney McManus explained that the only part of that Agreement that is still outstanding is the part that gave them a break on the sewage. That is the only part still left to be done and that's the part that was cancelled.

Mr. Killen stated that from what he understands the Council is supposed to vote on the Agreement between the parties which is on file.

Attorney McManus explained that the Agreement asks that the deed is an executed contract. It is already done.

Mr. Killen commented that he does not know what he is supposed to vote on.

Mr. Polanski asked that if (when) we go to Court, what are the odds of our trying to get this kind of a Contract?

Attorney McManus replied that the one thing that we did get is we got that deal from the sewage done. If we stand on the tax alone, my best guess is that we are going to lose it.

Mr. Polanski added that two years down the road we may find out that Ashlar Village is tax exempt and we may find out that we got a good deal.

Mr. Killen asked what if we don't.

Mr. Polanski replied that if we don't, then we have gotten 50% of the taxes over a period of time.

Mr. Gessert commented that the Town Attorneys that we had at that time, walked into every case with their hands in the air and we paid

and paid..... because they surrendered every time. This Town Attorneys Office has not been afraid to go to Court, and they have gone to Court and won many times.

238

Mr. Killen added that one of the things that he resented was the point that these gentlemen are sitting out in the audience still looking for answers to their questions having to do with the PUC, and the PUC had this thing put in front of them that night and passed it, without asking any dollars or cents. You are being asked to do the same thing.

Mayor Dickinson stated that Ashlar Village is tax exempt and this Agreement gives us 50% of taxes that we would not collect otherwise. There is a sewer Agreement that jeopardizes the grant. It is released in this Agreement. Both of those elements in my view, benefit the Town of Wallingford.

Mr. Braithwaite asked why they are willing to pay half if they don't have to pay any.

Mr. Gessert replied that there are a lot of compromises in this Agreement such as sewers, taxes, additional development, a multitude of areas.

Mr. Gouveia's comments on Masonic Foundation and the Town can be found on pages 17 and 18.

FRANK: THESE ARE SOME OF MY CONCERNS REGARDING THE AGREEMENT BETWEEN THE MASONIC FOUNDATION AND THE TOWN AND I WOULD APPRECIATE IF YOU COULD READ THEM INTO THE RECORD.

EDUCATION & TAXES: I AM AGAINST THE PROVISION EXEMPTING THE FOUNDATION FROM TAX MONIES ATTRIBUTABLE TO EDUCATION. OUR PRIVILEGES CAN BE NO GREATER THAN OUR OBLIGATIONS. I BELIEVE IT IS BOTH OUR MORAL AND CIVIC OBLIGATION TO PROVIDE TO TODAY'S AND TOMORROW'S CHILDREN NO LESS THAN WHAT WAS PROVIDED TO US, A COMMITMENT TO SUPPORT OUR SCHOOLS TO THE BEST OF OUR ABILITIES. OUR FUTURE GREATNESS AND STRENGTH AS A TOWN DEPEND UPON THE SUPPORT BY ALL OUR PEOPLE TO OUR PUBLIC SCHOOLS. SINCE I BELIEVE THAT ^{ONE OF THE} ~~THE~~ ULTIMATE ^{OUR CITIZENS} GOALS OF THE MAJORITY OF ~~US~~ IS TO SUPPORT THE AVAILABILITY OF A GOOD EDUCATION TO ALL WHO ARE WILLING TO PURSUE IT, WE WILL HAVE TO ASK THE REST OF THE TAXPAYERS TO PAY MORE IF WE ALLOW A TAXPAYER ~~AND~~ OR A GROUP OF TAXPAYERS TO PAY LESS THAN THEIR FAIR SHARE. THIS IS BOTH ~~IMMORAL~~ IMMORAL AND IRRESPONSIBLE.

ACK OF INFORMATION — REGARDING THE TAXABILITY OF ASHLAR VILLAGE, DISCUSSION IT SEEMS TO ME THAT AT SOME POINT THERE WAS

A CHANGE IN THE NEGOTIATION'S STRATEGY. THE COUNCIL, HOWEVER, WAS NOT CONSULTED OR INFORMED OF THIS.

IF THE COUNCIL APPROVES THIS AGREEMENT, IT WILL IN FACT RENDER THE 1997 AGREEMENT BETWEEN THE FOUNDATION AND THE TOWN NULL AND VOID. YET, COPIES OR DETAILS OF SAID AGREEMENT HAVE NOT BEEN MADE AVAILABLE TO THE COUNCIL MEMBERS. WOULDN'T YOU LIKE TO KNOW WHAT YOU ARE DECLARING INVALID? 239

BAD DEALS — SHOULD WE CORRECT A BAD DEAL — (THE ALLEGED GRANTING OF PERPETUAL EXEMPTION FOR THE MASONIC HOME AND HOSPITAL FROM "TAX ASSESSMENT OR OTHER CHARGES" FOR RECEIVING AND DISPOSING OF SEWAGE) — BY ENTERING INTO ANOTHER PERHAPS WORSE AGREEMENT? WE MUST DO EVERYTHING POSSIBLE WITHIN THE LAW TO RESOLVE THE PROBLEMS ASSOCIATED WITH THESE BAD^{OLD} DEALS INVOLVING THE SEWAGE, WHICH SEEM TO EXIST IN SEVERAL AREAS OF THE TOWN, BUT NOT WITH DISREGARD FOR OUR OWN ACTIONS AND THE IMPACT THEY MAY HAVE IN THE FUTURE.

THE COST OF DOING THE JOB RIGHT MAY BE HIGH AND UNPOPULAR, BUT WE CAN NOT AFFORD TO DO LESS.

Mayor Dickinson commented that sometimes it is hard to understand that there are institutions that don't like to be looked at as not contributing to the community in which they exist, and that is the case for Masonic. Masonic Home Charity Foundation is receiving solid benefit in this Agreement. However, they also had a desire to contribute towards the services that they feel that they utilized. One of which is the Fire Department which they used many times and rely upon the ambulance and other services, not only for emergency calls but also drills and everything else. They are very conscious of a need for a good working relationship with the Town of Wallingford. That I think, is playing a role in the Masonic Foundation's willingness to go along with this Agreement.

Attorney McManus commented that the time term of this Agreement is so long as the property of the Masonic Home as Ashlar is tax exempt. The minute it becomes taxable, the Agreement goes out the window.

Mr. Killen suggested that the Council find out why no-one from this Town would accept payments from Masonic Home towards our Police and Fire Departments in the past when they wished to give them to us and it took an Agreement like this to make them come forward as the well meaning people that they are. It's very hard to believe that this Town turned down in the past, that they used our facilities and did not pay for them but wanted to, but this Town said, no we will not accept your money.

240
Mayor Dickinson stated that they have not liked to see the publicity of being at odds over taxes with the Town of Wallingford. They do not want to be regarded as an entity in the Town that does not pay it's share for the services that are rendered to the facility. The whole tax issue has heightened their feeling of being uncomfortable about that. That wasn't the case at earlier times. It did become an element in this whole issue. They want to be regarded as a good contributing citizen in the Town. They are and have been. Unfortunately, we've had some points of disagreements which we are looking to resolve. Their awareness of this has been heightened by the publicity regarding tax cases and the contention that has existed between Masonic Home and the Town of Wallingford.

Mr. Killen pointed out that if they wanted to make an offer, they should have done so before they went to Court. They initiated the action that put them in the limelight and now as part of an Agreement they come and say that they will make this contribution. All of those things were available to them before. This is the last stage of it. We were treating them like everyone else. No one admires them more than I do. I think they do a good job up there but, I still think that the facilities that are used for that particular thing are the ones that are tax free.

VOTE: Unanimous ayes with the exception of Adams, Killen and Papale who voted no; motion duly carried.

A motion was made by Mr. Holmes to move up item 9, seconded by Mr. Rys.

VOTE: Unanimous ayes; motion duly carried.

ITEM 9. Consider and approve a transfer of \$2,500 from Wages to Outside Services, moved by Mrs. Bergamini, seconded by Mrs. Papale. (Assessor)

VOTE: Unanimous ayes with the exception of Killen who voted no; motion duly carried.

ITEM 4. Consider and approve a transfer of \$10,000 from Education Insurance and \$20,000 from Town Insurance/\$22,000 to Workers' Compensation and \$8,000 to Heart & Hypertension (Fire), moved by Mr. Rys and seconded by Mr. Polanski. (Treasurer's Office)

Mr. Polanski asked Mrs. Collins why she had \$10,000 extra in Education Insurance and Mrs. Collins explained that she did not receive quotations until 5 minutes after 11 on June 30th, when the budget had already been set up.

Mrs. Bergamini asked Mrs. Collins if she ever checked on the people that are out on disability and Mrs. Collins replied yes and explained that they have to have slips from their Doctors saying that they are still disabled, and cannot come back to work.

VOTE: Unanimous ayes with the exception of Holmes and Gessert who were not present for vote; motion duly carried.

ITEM 5. Consider ratification of Wallingford Representatives to the Visitor's Council and Tourism District.

Rita Katona
Rita Mushinsky
Robert A. Meyer
John Mattingly
Ellen A. Mandes
Henry E. Benz
Marilyn Massores
Donald W. Roe
Richard Nunn

moved by Mrs. Bergamini and seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Holmes who was not present for the vote; motion duly carried.

ITEM 6. Consider resolution authorizing Mayor to apply to Connecticut Department of Environmental Protection for state funds for Potable Water Supply Facilities Grant.

Mrs. Bergamini read and moved the following Resolution:

WHEREAS, pursuant to Section 22A-471 of the Connecticut General Statutes as amended the Department of Environmental Protection

is authorized to extend financial assistance to provide potable water in instances where current water solution has rendered existing supplies unuseable; and

241

WHEREAS, it is in the interest of affected Town residents for the Town of Wallingford to make application to the State for such funds

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

that the Mayor is hereby authorized to execute and file application and agreements on behalf of the Town of Wallingford with the Commissioner of Environmental Protection and amend grants pursuant to the provision of Section 22A-471 of the Connecticut Statutes of Connecticut, as amended and to execute on behalf of the Town of Wallingford all the applications, instruments and documents and accept payments and do all other things that may be necessary for state grants for the Town.

Mayor Dickinson explained that this grant is to supply reimbursable funds to the Grieb Road and East Main Street area in which 7 houses are involved. It allows us to go ahead with that program to reimburse them for costs of replacing their wells.

VOTE: Unanimous ayes; motion duly carried.

ITEM 7. Consider resolution to apply for Summer Work Experience Program Grant and authorization for the Mayor to sign said agreement.

Mrs. Bergamini read and moved the following Resolution:

WHEREAS, pursuant to Chapters 133 and 300a of the Connecticut General Statutes, the Commissioner of Human Resources is authorized to extend financial assistance to municipalities and human resource development agencies; and

WHEREAS, it is desirable and in the public interest that the TOWN OF WALLINGFORD make application to the State in order to undertake a Summer Work Experience Program and, to execute a Grant Action Request.

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

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapter 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the Local Agency in an amount not to exceed \$10,000.00 is hereby approved, and that the MAYOR OF THE TOWN OF WALLINGFORD is hereby authorized and directed to execute and file such application with the Commissioner of Human Resources, to provide such additional information, to execute a Grant Action Request with the State of Connecticut for state financial assistance if such an agreement is offered, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the TOWN OF WALLINGFORD.

motion seconded by Mr. Holmes.

Mrs. Bergamini stated that the Mayor has said that this program has run successfully for 16 years in Wallingford and we expect to employ 12 young people for a six-week period during the summer.

Mrs. Papale asked Mayor Dickinson if this was the program that they had trouble getting people to apply for and Mayor Dickinson replied that there was a College Work Study Program and this is not the one.

Mrs. Papale asked what kind of work is involved in this program and Mayor Dickinson replied that they assist in the various offices.

VOTE: Unanimous ayes; motion duly carried.

ITEM 8. Consider and approve a transfer of \$2,500 from Advertising, \$1,000 from Maintenance of Equipment and \$1,500 from Copier Rental & Supplies, a total of \$5,000 to Postage, moved by Mr. Rys and seconded by Mr. Holmes. (Purchasing Department)

VOTE: Unanimous ayes; motion duly carried.

ITEM 10. Consider and approve a transfer of \$1,180 from Pension Contribution to Office Supplies, moved for discussion by Mrs. Bergamini and seconded by Mr. Rys. (Tax Collector's Office)

Mrs. Bergamini stated that she noticed a lot of transfers from Pension Contribution and Mr. Myers explained that there are two things there. We provided funds in there for upcoming Union Contracts to be settled at a percentage less than what we had anticipated going into Fiscal 86-87 and there have been open positions throughout the year in many departments. So, the 22% pension contribution, there are going to be funds left in the account at the end of the year. You might question that we should take those funds left at the end of the year and contribute it towards the pension plan and better our position. I also thought of that however, at this time, for the amount of money that we are looking at, I figure that there is going to be about \$75,000 in that account due to the circumstances I just explained. I don't see these transfers as being of a significant amount to decrease that and if open positions continue, and there are open staff positions throughout the Government, we can consider at the end of the Fiscal Year doing that, making an additional payment into the pension plan. Right now, I saw that as a source for us to transfer from one department to another department as we can after April 1st and still live within our total budget as it was adopted.

Mrs. Bergamini asked if there was another account that this money could come from and Mr. Myers replied that there was not.

Mr. Myers added that he went through the 86-87 budget, and some of the departments send in the transfer forms blank.

Mrs. Bergamini commented that if they have the pension money, then they should have salary accounts.

Mr. Myers told Mrs. Bergamini that they took the salary accounts on the Police and added that Norman Rosow has no money in his budget. He has a small department and he has had full staff all year.

Mr. Killen felt that funds are available in the fuel accounts if the Council could get the exact figures; they all have it.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini who voted no and Mr. Rys who was not present for the vote; motion duly carried.

ITEM 11. Mrs. Papale moved a transfer of \$7,011.00 from Pension Contribution to Tax Refunds, Tax Collector, and approved tax refunds totalling \$7,010.35, seconded by Mr. Polanski. Mr. Polanski suggested that the pages detailing the tax refunds, Request for Abatement or Refund of Property Taxes, be eliminated from the agenda packet and documented in a letter with all pertinent details. Mr. Killen questioned #87 and Mr. Rosow suggested that Mr. Killen call him tomorrow since there may be an interest factor involved here. The Council agreed that a cover letter containing the details would be adequate for the agenda.

No. 76	Elaine Toczydlowski	\$ 106.65
77	Susan Drew	30.78
78	Ronald & Mary Kate Masse	680.40
79	Charles & Maureen Dearborn and/or Connecticut Bank & Trust	646.38
80	R & M Realty of Meriden and/or New Haven Savings Bank	928.26
81	Donald Valente	2,112.48
82	Joanne Fappiano	139.45
83	Bernice Lendler	972.00
84	Bernice Lendler	118.91
85	Roland St. Pierre	196.77
86	Mildred Ballough	54.72
87	Norman & Grace Lamoureux	646.69
88	William Lyons III	105.30
89	William Lyons III	47.40
90	Vivian Walker	224.16
		<hr/>
		\$7,010.35

VOTE: Unanimous ayes; motion duly carried.

ITEM 12. Mr. Rys moved approval to place an exterior drop box outside Public Works office building at 29 Town Farms Road, seconded by Mrs. Bergamini. (Federal Express drop box)

243

VOTE: Unanimous ayes; motion duly carried.

ITEM 13(a). Mrs. Bergamini moved a transfer of \$2,600 from Outside Contract Rental & \$400 from Gas & Oil as follows: \$2,600 to Repair Sweeper/Scavenger & \$400 to Repair Sweeper/Scavenger, Public Works, seconded by Mr. Rys.

Mr. Deak explained that he had a \$2,450 bid on one of the parts and since the transfer was requested, the transmission went on another sweeper. One sweeper is 14 years old and the other 10. This transfer will repair the 14 year old sweeper and these vehicles will be traded next year. Mr. Gessert requested a list detailing the street sweeping which will commence next week.

VOTE: Unanimous ayes; motion duly carried.

ITEM 13(b). Mr. Rys moved a transfer of \$3,740 from Pension Contribution to Maintenance of Building, Dog Pound Building, seconded by Mr. Holmes.

Mr. Holmes asked if another proposal was received and Shirley Gianotti said the second proposal did not include what was wanted.

Mr. Killen asked why Mr. Deak was being asked to sign this transfer request and Mr. Deak explained that Mrs. Gianotti had a proposal for the roof repair and painting and Mayor Dickinson asked him to look into it and this is the proposal presented by Mr. Deak at the Mayor's request. Mrs. Gianotti agreed to sign the transfer request since the money is in her budget. Mr. Killen felt that with the \$6,000+ to rebuilt the four exterior walls and this request, over \$11,000 is being spent on this Dog Pound.

VOTE: Unanimous ayes; motion duly carried.

Mr. Musso suggested "getting out of the dog business" since so much money is being spent over there!

ITEM 14a. Mrs. Bergamini moved an appropriation of \$1,500 to Proportionate Charges/Utility Commission Expenses, PUC, seconded by Mr. Rys. (General Fund Revenue Budget)

Mr. Myers explained that an increase is being made to the General Fund Revenue Budget, Proportionate Charges, PUC Commission, and on the expenditure budget of the General Fund, a line is being increased for the Director's Salary and the part-time Commission secretary, an offset.

Mrs. Bergamini and Mrs. Papale asked why the Director's Salary was being increased in the middle of the year and Mr. Smith said this budget must be amended since there were no funds in contingency to allow for this 6% and the secretary was granted an increase to the level of the Council Secretary this fiscal year and there have been additional and more lengthy meetings, too. Mr. Killen is opposed to this action in the middle of a budget year.

VOTE: Unanimous ayes; motion duly carried.

ITEM 14b. Mr. Rys moved an appropriation (General Fund Expenditure Budget) of \$450 to Commissioners & Directors Salary, PUC, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

ITEM 14c. Mr. Rys moved an appropriation (General Fund Expenditure Budget) of \$1,050 to Part-Time Secretarial Wages, PUC, seconded by Mr. Holmes.

VOTE: Unanimous ayes with the exception of Messrs. Killen and Gessert who voted no; motion duly carried.

ITEM 15(a). Mrs. Bergamini moved the following transfer of funds and amendment, Water Division, seconded by Mr. Holmes.

\$	5,000.00	FROM: Title	Customer Records & Collection Exp.	Acct. No.	903-000
\$	5,000.00	FROM: Title	Supplies, Communication & Gen'l Exp.	Acct. No.	921-000

\$ 8,000.00	FROM:	Title	Liability Insurance	Acct. No.	925-000
\$ 5,000.00	FROM:	Title	Workmen's Compensation	Acct. No.	925-001
\$ 8,000.00	FROM:	Title	Employee's Pension & Benefits	Acct. No.	926-000
\$ 5,000.00	FROM:	Title	Maint. of General Plant	Acct. No.	932-000
\$	FROM:	Title		Acct. No.	
\$ 19,000.00	FROM:	Title	Prior Retained Earnings	Acct. No.	N/A
\$	FROM:	Title		Acct. No.	
\$	FROM:	Title		Acct. No.	
\$	FROM:	Title		Acct. No.	
\$ 30,000.00	TO:	Title	Power Purchased For Pumping	Acct. No.	623-000
\$ 25,000.00	TO:	Title	Chemical Expense	Acct. No.	641-000

244

Mr. Holmes asked what total amount was spent in addition to keep the filter plant operating for the past year and Mr. Denison explained that \$19,600 was for labor, \$4,300 for pension and about \$1,000 for meals. This will be addressed in the upcoming budget, in contingency for that purpose.

VOTE: Unanimous ayes; motion duly carried.

ITEM 15(b). Mr. Holmes moved a transfer of \$5,000 from Administrative & General Salaries to Laboratory Expenses, Water Division, seconded by Mr. Rys.

Mr. Holmes read the memo pertaining to this transfer.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

ITEM 16(a). Mrs. Bergamini moved a budget amendment of \$99,500 from Prior Retained Earnings to Uncollectible Accounts, Sewer Division, seconded by Mrs. Papale.

Mr. Denison explained that the Masonic Foundation Agreement was approved by the Council earlier this evening. Sometime in the last 1940's there was an agreement with Masonic Charity that they would not be charged any sewer use charge and sometime prior to 1982, the Water & Sewer Division started charging Masonic Charity Foundation water and sewer charges and up until March of 1982, Masonic Charity Foundation paid the water and sewer charges and stopped in March, 1982 but these billings continued to be sent out and Masonic paid the water portion but not the sewer portion. Unpaid balances were charged interest at the rate of 1½% per month, 18% p.a. and after 90 days, lien charges billed, etc. Now an agreement recognizes only the bills for 9/1/86 and 3/1/87 as being due and payable to the Sewer Division and bills from 3/1/82 to 3/1/86 are sitting on accounts receivable and by virtue of this agreement are uncollectible. The total amounts to \$99,252.09 and sewer charges billed and unpaid as of today is \$61,298.64 and interest charged is \$37,658.70 and lien charges billed at \$294.75.

Mr. Denison felt that it is prudent at this point to realize that this \$99,252.09 is uncollectible by the Sewer Division.

VOTE: Unanimous ayes with the exception of Messrs. Adams and Killen who voted no and Mrs. Papale who voted no; motion duly carried.

ITEM 16(b). Mrs. Bergamini moved a transfer of \$18,000 from Employee Pension & Benefits, Sewer Division, as follows:
 \$12,000 to Power Purchased for Pumping
 \$ 1,000 to Maintenance of Structures & Improvements and
 \$ 5,000 to Miscellaneous General Expenses, seconded by Mrs. Papale.

Mrs. Bergamini read the letter accompanying this request.

VOTE: Unanimous ayes; motion duly carried.

ITEM 17. Mr. Rys moved to note for the record the Director's Report for Electric, Water & Sewer Divisions for the month of February, 1987, seconded by Mrs. Bergamini.

VOTE: Unanimous ayes; motion duly carried.

Chairman Gessert declared a brief recess which ended at 10:30 p.m.

ITEM 18. Mr. Holmes moved a transfer of \$49,015 from Contingency

to \$10,000 to Miscellaneous Project Expenses, \$9,015 to Reroofing and Related Work and \$30,000 to Interior Work & Finishes, Parker Farms School, seconded by Mrs. Bergamini.

245

Mr. Killen questioned the cost of the roof and indicated that \$250,000 was already spent on the roof and Mr. Devine explained that part of the original bid specifications, replacing damaged panels and the fascia around the school building was called for and these areas were not able to be determined until the panels and fascia were removed, to ascertain what had to be done. Mr. Killen asked what is being spent on the roof, per se and Mr. Devine said the total working contract minus net of the replacement of the panels and the fascia was \$308,800 and that included an \$800 credit and now, a \$9,815 expense.

Mrs. Bergamini noted that Mr. Devine is requesting a Special Meeting to set a public hearing to amend Ordinance 343.

Mr. Gessert asked what the \$30,000 was for Interior Work and Mr. Devine said there are job change orders and some other expenses, things put out to bid originally, one ceramic tile repair and a purchase order for Design Distributors will be increased to include this work for the appropriate amount. Blackboards are being purchased on direct purchase, along with tackboards for \$7,500 and the rest of the boards will be refinished by volunteers. There are wire and code violations in the school that must be corrected and a bid is coming back next week on gym flooring.

VOTE: Unanimous ayes with the exception of Mr. Gessert who passed; motion duly carried.

Mr. Gessert said a request was made for a Special Meeting on April 24, 1987 and it cannot be held on that date. Mayor Dickinson said it will be necessary to know how much money is needed to amend the ordinance to include this amount in the title and he needs this information well in advance of the meeting. Mr. Gessert suggested that he be notified when all appropriate information is assembled and a special meeting can be scheduled immediately prior to a budget workshop.

Mr. Myers explained that Bob Devine must get the bids on 4/21/87 and a report must go from Bob to the Mayor and the Town Council with the committee's recommendation as to what the site work is going to cost. Mr. Myers has written a letter to the Bond Attorney and asked him to provide an ordinance title, leaving the amount blank, until a decision is reached between the committee and the Town Council as to what will be funded for site work at Parker Farms School and once that decision is reached, the amount can be filled in on the ordinance title and the process will be started in motion and then a special meeting can be held to set a public hearing for the ordinance and while that time is elapsing, Mr. Myers will meet with Bond Counsel and an amended ordinance will be drafted which will be submitted to the Town Council and the committee. Mr. Myers felt that a special meeting can be held to accomplish two things--settle on the amount of the site work to be funded and set a public hearing on the ordinance.

ITEM 19(a). Mr. Rys moved a transfer of \$12,500 from General Labor to Capital-Traffic Controller, fronting Central Fire Headquarters, seconded by Mr. Holmes. (Police Department)

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

ITEM 19(a). Mr. Holmes moved to waive the bidding procedure on the transfer of \$12,500 above and award the bid to Marlin Control, Danbury, CT, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

ITEM 19(b). Chief Bevan requested that \$419 from Capital to Telephone be removed from the agenda, leaving the \$500 request.

Mr. Holmes moved a transfer of \$500 from Capital to Office Supplies, Police Department, seconded by Mrs. Papale.

VOTE: Unanimous ayes; motion duly carried.

ITEM 19(c). Mr. Holmes moved a transfer of \$3,295 from General Wages to Crossing Guards, Police Department, seconded by Mr. Rys. 246

VOTE: Unanimous ayes; motion duly carried.

ITEM 19(d) ADDENDUM. Mr. Rys moved a transfer of \$4,733 from Patrol Division General Wages to Capital 001-2015-999-9905, seconded by Mr. Holmes.

Mr. Gessert said a request was made for a Special Meeting on April 24, 1987 and it cannot be held on that date. Mayor Dickinson said it will be necessary to know how much money is needed to amend the ordinance to include this amount in the title and he needs this information well in advance of the meeting. Mr. Gessert suggested that he be notified when all appropriate information is assembled and a special meeting can be scheduled immediately prior to a budget workshop.

Mr. Myers explained that Bob Devine must get the bids on 4/21/87 and a report must go from Bob to the Mayor and the Town Council with the committee's recommendation as to what the site work is going to cost. Mr. Myers has written a letter to the Bond Attorney and asked him to provide an ordinance title, leaving the amount blank, until a decision is reached between the committee and the Town Council as to what will be funded for site work at Parker Farms School and once that decision is reached, the amount can be filled in on the ordinance title and the process will be started in motion and then a special meeting can be held to set a public hearing for the ordinance and while that time is elapsing, Mr. Myers will meet with Bond Counsel and an amended ordinance will be drafted which will be submitted to the Town Council and the committee. Mr. Myers felt that a special meeting can be held to accomplish two things--settle on the amount of the site work to be funded and set a public hearing on the ordinance.

ITEM 19(a). Mr. Rys moved a transfer of \$12,500 from General Labor to Capital-Traffic Controller, fronting Central Fire Headquarters, seconded by Mr. Holmes. (Police Department)

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

ITEM 19(a). Mr. Holmes moved to waive the bidding procedure on the transfer of \$12,500 above and award the bid to Marlin Control, Danbury, CT, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

ITEM 19(b). Chief Bevan requested that \$419 from Capital to Telephone be removed from the agenda, leaving the \$500 request.

Mr. Holmes moved a transfer of \$500 from Capital to Office Supplies, Police Department, seconded by Mrs. Papale.

VOTE: Unanimous ayes; motion duly carried.

ITEM 19(c). Mr. Holmes moved a transfer of \$3,295 from General Wages to Crossing Guards, Police Department, seconded by Mr. Rys.

VOTE: Unanimous ayes; motion duly carried.

ITEM 19(d) ADDENDUM. Mr. Rys moved a transfer of \$4,733 from Patrol Division General Wages to Capital 001-2015-999-9905, seconded by Mr. Holmes.

Mr. Gessert referred to an article which appeared in the newspaper last week pertaining to police departments being able to identify potential suicides and he asked Chief Bevan to look into this, in addition to the equipment. Chief Bevan said the basic wiring is installed and equipment is needed from the cell block area into the intercom system. Mr. Polanski questioned the cost of \$4,733 just to hook up the cells to the console and he wondered if this entails more work. Chief Bevan explained that this is from the cell block in the booking area and the bid which was rejected was pushing \$7,000. Mr. Polanski does not understand how that small an installation can cost this

much money. Mr. Polanski would like to know exactly what the bid required and what exactly is involved and Chief Bevan said the bid is in the Purchasing Department.

247

VOTE: Unanimous ayes with the exception of Mrs. Bergamini who passed and Messrs. Killen and Polanski who voted no; motion duly carried.

ITEM 20(a). Mrs. Bergamini moved the following Fire Department transfer:

\$ 272 from Tires & Tubes 2031-400/4520
900 from Tires & Tubes 2037-400/4520
700 from Tires & Tubes 2038-400/4520
400 from Tires & Tubes 2039-400/4520, a total of
\$2,272 to Tires & Tubes 2032-400/4520, seconded by Mr. Rys.

VOTE: Unanimous ayes; motion duly carried.

Mr. Gessert had a concern with shipping these tires to Pennsylvania and having the wheels disappear and Chief McElfish said they are responsible for them.

ITEM 20(b). Mr. Holmes moved a transfer of \$250 from Utilities to Maintenance of Building, Fire Department, seconded by Mr. Polanski.

Mrs. Bergamini read the memo requesting this transfer and noted that the window casing will be installed by a fire fighter. (APPLAUSE)

VOTE: Unanimous ayes; motion duly carried.

ITEM 20(c). Mr. Holmes moved a transfer of \$200 from No Sick Leave Incentive to Training Replacement, Fire Department, seconded by Mr. Polanski.

VOTE: Unanimous ayes; motion duly carried.

ITEM 20(d). Mr. Holmes moved a transfer of \$1,800 from Utilities and \$1,900 from Gas, Oil & Diesel, a total of \$3,700 to Training-Technical College, seconded by Mr. Rys. (Fire Department)

VOTE: Unanimous ayes; motion duly carried.

ITEM 20(e). Mr. Holmes moved the following Fire Department transfer:

\$186 from Public Fire Safety Educational Supplies 2039-400/4290
\$202 from Public Fire Safety Educational Supplies 2037-400/4290
\$225 from Utilities 2036-200/2010
\$225 from Utilities 2038-200/2010
\$500 from Telephone 2032-200/2000

to the following accounts:

\$186 to Building Supplies 2039-400/4260
\$202 to Building Supplies 2037-400/4260
\$225 to Building Supplies 2036-400/4260
\$225 to Building Supplies 2038-400/4260
\$500 to Building Supplies 2032-400/4260, seconded by Mr. Polanski.

VOTE: Unanimous ayes; motion duly carried.

ITEM 20(f). Mr. Holmes moved a transfer of \$185 from C-Med Portable Radio to Floor Buffer (Loaner), Fire Department, seconded by Mr. Rys.

VOTE: Unanimous ayes; motion duly carried.

ITEM 20(g). Mr. Holmes moved a transfer of \$1,770 from Fire Fighting Gear and \$4,794 from Fire Fighting Gear/Pants NGH, a total of \$6,564 to Maintenance of Vehicles, Fire Department, seconded by Mr. Polanski. (amended to \$770 from Fire Fighting Gear)
total of \$5,564 to Maintenance of Vehicles

Mr. McElfish said the bid received was for \$5,153 to put this vehicle in a roadworthy condition. Mr. Gessert suggested reducing the transfer request by \$1,000, reducing \$1,770 to \$770 and making the transfer amount \$5,564 and Chief McElfish agreed.

Mr. Polanski observed that there is approximately \$15,000 being transferred from Fire Fighting Gear which was budgeted last year and Chief McElfish said they got everything they requested.

There was some discussion about transferring the equipment

box being transferred from one vehicle to another and Chief McElfish said this was tried once before and he would not like that experience again.

248

Mrs. Bergamini decided that she is not going to vote any more for a town ambulance and she feels that the time has come to give up the town ambulance since this was installed years ago when people had little or no hospitalization and this help was needed by the taxpayers at the time but there are private companies who respond now. Mrs. Bergamini further commented that this cost has escalated terribly over the years and an analysis should be made of the cost to the taxpayers.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini who voted no; and Mr. Rys who voted no; motion duly carried.

ITEM 20(h). Mrs. Bergamini moved a transfer of \$3,145 from Fire Fighting Gear 2036-999/9903 and \$1,548 from Fire Fighting Gear 2038-999/9901, a total of \$4,693 to Sick Replacement, Fire Dept., seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini who voted no and Mr. Holmes who was not present for the vote; motion duly carried.

ITEM 20(i). Mr. Rys moved a transfer for the Fire Department:

\$1,240 from Fire Fighting Gear/Coats #2039-999/9901
\$1,398 from Fire Fighting Gear/Pants #2039-999/9903
\$ 916 from Fire Alarm System #2037-999/9906
\$ 340 from Fire Fighting Gear/Boots #2039-999/9902, a total of \$3,894 to Vacation Replacement 2032-100/1500, seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini who passed and Mr. Holmes who was not present for the vote; motion duly carried.

ITEM 21. Mr. Rys moved a transfer of \$12,000 from Pension Contribution to Professional Services, Town Attorney's Office, seconded by Mrs. Papale.

Attorney McManus explained that this was a case involving one of the numerous zone changes which occurred when the town was rezoned twice and this involved an acute combination and the bill went way beyond what was projected. Attorney McManus feels that better than half the time in the office this year has been spent on various zoning questions or activities generated out of zoning questions.

Mrs. Bergamini asked if funds could be obtained from somewhere other than Pension Contribution because she would like the percentage contributed in the next budget to come down and Mr. Myers said it will stay at 22% in the next budget.

VOTE: Unanimous ayes with the exception of Mr. Holmes who was not present; motion duly carried.

ITEM 22(a) through 22(e). Mr. Rys moved the following transfers for the Town Clerk's Office:

\$3,750 from Pension Contribution to Professional Services
\$ 575 from Pension Contribution to Office Supplies
\$7,200 from Pension Contribution to Microfilming for Storage
\$5,100 from Pension Contribution to Computerized Indexing
\$ 302 from Pension Contribution to MapReader Printer Lease
Mrs. Bergamini seconded the motion.

VOTE: Unanimous ayes with the exception of Mr. Holmes who was not present; motion duly carried.

ITEM 23. Mr. Rys moved to note for the record the financial statements of the Town of Wallingford for the month ended March 31, 1987, seconded by Mrs. Bergamini.

VOTE: Unanimous ayes with the exception of Mr. Holmes who was not present; motion duly carried.

Mr. Rys moved acceptance of the Town Council Meeting Minutes of March 24, 1987, seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Mr. Killen and Mrs. Papale who passed and Mr. Holmes who was not present for the vote; motion duly carried.

ITEM 24. Mr. Rys moved acceptance of the Town Council Meeting Minutes of April 2, 1987, seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini and Mr. Killen who passed, and Mr. Holmes who was not present for the vote; motion duly carried.

ITEM 25/ADDENDUM. Discussion and possible action to reorganize Community Lake Study Committee. Mr. Killen did not see anyone present from this committee and he felt that it should be tabled.

Mr. Killen moved to table discussion and possible action to reorganize Community Lake Study Committee, seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Mr. Holmes who was not present for the vote; motion duly carried.

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 11:23 p.m.

Meeting recorded by:
Susan M. Baron, Council Secretary

Meeting transcribed by:
Susan M. Baron and Delores B. Fetta

Approved David A. Gessert
David A. Gessert, Chairman

April 28, 1987
Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

April 28, 1987
Date

2 sets of minutes
Town Council Meeting Summary *for this date* 250
-same set-

April 14, 1987

	<u>Page</u>
Public question and answer period/discussed Sewer Agreements, soil erosion and sediment control.	1-4
Approved Agreement and Stipulation between Masonic Charity Foundation of Connecticut and the Town of Wallingford and authorized Mayor William W. Dickinson, Jr. to sign agreement.	4-19
Approved transfer of \$2,500 from Wages to Outside Services, Assessor's Office.	19-20
Approved transfer of \$10,000 from Education Insurance and \$20,000 from Town Insurance/\$22,000 to Worker's Compensation and \$8,000 to Heart & Hypertension (Fire), Treasurer's Office.	20
Ratified Wallingford Representatives to Visitor's Council and Tourism District.	20
Adopted resolution authorizing Mayor to apply to Connecticut Department of Environmental Protection for State Funds for Potable Water Supply Facilities Grant.	20-21
Adopted resolution to apply for Summer Work Experience Program and authorized Mayor Dickinson to sign said agreement.	21-22
Approved transfer of \$2,500 from Advertising, \$1,000 from Maintenance of Equipment and \$1,500 from Copier Rental & Supplies, total of \$5,000 to Postage, Purchasing Department.	22
Approved transfer of \$1,180 from Pension Contribution to Office Supplies, Tax Collector.	22-23
Approved transfer of \$7,011.00 from Pension Contribution to Tax Refunds and approved tax refunds totalling \$7,010.35.	23
Approved Federal Express EXTERIOR DROP BOX agreement.	23
Approved transfers requested by Public Works Department: \$2,600 from Outside Contract Rental & \$400 from Gas & Oil/ \$2,600 to Repair Sweeper/Scavenger & \$400 to same account. \$3,740 from Pension Contribution to Maintenance of Building/ Dog Pound. (Funds from Dog Warden's Budget)	23 23 24
Approved appropriations requested by Public Utilities Commission: \$1,500 to Proportionate Charges/Utility Commission Expenses \$ 450 to Salary/Commissioners & Directors \$1,050 to Part-Time Secretarial Wages	24 24 24
Approved budget amendment & transfer for Water Division: \$30,000 to Purchased Power for Pumping & \$25,000 to Chem. Exp. \$ 5,000 from Admin. & Gen. Salaries to Laboratory Expenses	25 25
Approved budget amendment & transfer for Sewer Division: \$99,500 from Prior Retained Earnings to Uncollectible A/C's \$18,000 from Employee Pension & Benefits to various A/C's	25-26 26
Noted for record Director's Report for Utilities/2/28/87.	26
Approved a transfer of \$49,015 from Contingency as follows: \$10,000 to Miscellaneous Project Expenses, \$9,015 to Reroofing & Related Work & \$30,000 to Interior Work & Finishes, Parker Farms.	26 26
Approved Police Department transfers requested: \$12,500 from General Labor to Capital-Traffic Controller Waived bidding and awarded bid to Marlin Control, Danbury, CT \$500 from Capital to Office Supplies \$3,295 from General Wages to Crossing Guards \$4,733 from Patrol Division General Wages to Capital	27 27 27 27 27-28
Approved Fire Department transfers requested: (a) \$272 from Tires & Tubes, \$900 from Tires & Tubes, \$700 from Tires & Tubes & \$400 from Tires & Tubes (various accounts) \$2,272 to Tires & Tubes A/C 2032-400/4520. (b) \$250 from Utilities to Maintenance of Building.	28 28

- (c) \$200 from No Sick Leave Incentive to Training Replacement. 25 | 28
- (d) \$1,800 from Utilities & \$1,900 from Gas, Oil & Diesel,
\$3,700 to Training-Technical College. 28
- (e) \$186 from Public Fire Safety Educational Supplies 2039-400/4290 & 29
\$202 from Public Fire Safety Educational Supplies 2037-400/4290 29
\$225 from Utilities 2036/200/2010 & \$225 from Utilities 2038-
200/2010 & 500 from Telephone as follows: 29
\$186 to Building Supplies 2039-400/4260, \$202 to Building Sup-
plies 2037-400/4260, \$225 to Building Supplies 2036-400/4260, 29
\$225 to Building Supplies 2038-400/4260 & \$500 to Building
Supplies 2032-400/4260. 29
- (f) \$185 from C-Med Portable Radio to Floor Buffer (Loaner). 29
- (g) \$ 770 from Fire Fighting Gear & \$4,794 from Fire Fighting
Gear/Pants, a total of \$5,564 to Maintenance of Vehicles. 29
- (h) \$3,145 from Fire Fighting Gear 2036-999/9903 and \$1,548 from
Fire Fighting Gear 2038-999/9901, a total of \$4,693 to
Sick Replacement. 29
- (i) \$1,240 from Fire Fighting Gear-Coats, \$1,398 from Fire Fighting
Gear-Pants, \$916 from Fire Alarm System & \$340 from Fire Fighting
Gear-Boots, a total of \$3,894 to Vacation Replacement. 30

Approved a transfer of \$12,000 from Pension Contribution to
Professional Services, Town Attorney's Office. 30

Approved the following transfers for the Town Clerk's Office:

\$3,750 from Pension Contribution to Professional Services 30
\$ 575 from Pension Contribution to Office Supplies 30
\$7,200 from Pension Contribution to Microfilming for Storage 30
\$5,100 from Pension Contribution to Computerized Indexing 30
\$ 302 from Pension Contribution to MapReader Printer Lease 30

Noted for record Town of Wallingford financial statements for
the month ended March 31, 1987. 30

Accepted Town Council Meeting Minutes of March 24, 1987. 30

Accepted Town Council Meeting Minutes of April 2, 1987. 31

TABLED discussion and possible action to reorganize Community
Lake Study Committee. 31

Meeting adjourned. 31

Town Council Meeting

April 14, 1987

7:30 p.m.

- 1) Roll call and pledge of allegiance to flag.
- 2) Public question and answer period.
- 3) Consider approval of the Agreement and Stipulation between Masonic
Charity Foundation of Connecticut and The Town of Wallingford and
authorization for the Mayor to sign said agreement.
- 4) Consider and approve a transfer of \$10,000 from Education Insurance
and \$20,000 from Town Insurance/\$22,000 to Workers' Compensation and
\$8,000 to Heart & Hypertension (Fire), requested by C. C. Collins.
- 5) Consider ratification of Wallingford Representatives to the
Visitor's Council and Tourism District.
- 6) Consider resolution authorizing Mayor to apply to Connecticut
Department of Environmental Protection for state funds for Potable
Water Supply Facilities Grant, requested by George Yasensky.
- 7) Consider resolution to apply for Summer Work Experience Program
Grant and authorization for the Mayor to sign said agreement.
- 8) Consider and approve a transfer of \$2,500 from Advertising, \$1,000
from Maintenance of Equipment and \$1,500 from Copier Rental & Supplies,
a total of \$5,000 to Postage, requested by Donald T. Dunleavy.
- 9) Consider and approve a transfer of \$2,500 from Wages to Outside
Services, requested by Francis J. Barta, Assessor.

- (10) Consider and approve a transfer of \$532 from Maintenance of Equipment, \$122 from Data Terminal System and \$100 from Maintenance of Alarm System, a total of \$754 to Office Supplies, requested by Norman Z. Rosow, Tax Collector. (Changed to \$1,180 from Pension Contribution of Office Supplies/new transfer submitted at meeting)
- (11) Consider and approve a transfer of \$7,011.00 from Pension Contribution to Tax Refunds and approve tax refunds totalling \$7,010.35.
- (12) Consider and approve Federal Express EXTERIOR DROP BOX agreement.
- (13) Consider and approve transfers requested by Steven L. Deak:
 - (a) \$2,600 from Outside Contract Rental and \$400 from Gas & Oil, \$2,600 to Repair Sweeper/Scavenger & \$400 to Repair Sweeper/Scavan.
 - (b) \$3,740 from Pension Contribution to Maint. of Bldg./Dog Pound.
- 4) Consider PUC appropriations, requested by Raymond F. Smith, Director:
 - (a) \$1,500 to Proportionate Charges/Utility Commission Expenses
 - (b) \$ 450 to Salary/Commissioners & Directors
 - (c) \$1,050 to Part-Time Secretarial Wages.
- (15) Consider and approve budget amendment and transfer requested by Raymond A. Denison, Office Manager, Water & Sewer Divisions:
 - (a) \$30,000 to Power Purchased for Pumping & \$25,000 to Chemical Expense from various accounts as detailed. (Water Division)
 - (b) \$5,000 from Administrative & General Salaries to Laboratory Expenses (Water Div.) -over-
- (16) Consider and approve budget amendment and transfer/SEWER DIVISION:
 - (a) \$99,500 from Prior Retained Earnings to Uncollectible Accounts .
 - (b) \$18,000 from Employee Pension & Benefits to various accounts.
- (17) NOTE FOR RECORD Director's Report for Electric, Water & Sewer Divisions for the month of February, 1987.
- (18) Consider and approve a transfer of \$49,015 from Contingency to \$10,000 Miscellaneous Project Expenses, \$9,015 to Reroofing & Related Work and \$30,000 to Interior Work & Finishes, Parker Farms School, requested by Robert E. Devine. (LETTER FORTHCOMING)
- (19) Consider & approve three transfers for Police Chief Bevan:
 - (a) \$12,500 for overhead signal on North Turnpike Road/waive bid &
 - (b) ~~-\$419 from Capital~~ & \$500 from Capital as follows: award bid ~~-\$419 to Telephone~~ and \$500 to Office Supplies
 - (c) \$3,295 from General Wages to Crossing Guards.
 - (d) \$4,733 from Patrol Division General Wages to Capital/ADDENDUM
- (20) Consider and approve transfers requested by Jack K. McElfish:
 - (a) \$272 from Tires & Tubes, \$900 from Tires & Tubes, \$700 from Tires & Tubes & \$400 from Tires & Tubes (various accounts) \$2,272 to Tires & Tubes A/C 2032-400/4520.
 - (b) \$250 from Utilities to Maintenance of Building.
 - (c) \$200 from No Sick Leave Incentive to Training Replacement.
 - (d) \$1,800 from Utilities & \$1,900 from Gas, Oil & Diesel, \$3,700 to Training-Technical College.
 - (e) \$186 from Public Fire Safety Educational Supplies 2039-400/4290 & \$202 from Public Fire Safety Educational Supplies 2037-400/4290 \$225 from Utilities 2036/200/2010 & \$225 from Utilities 2038-200/2010 & 500 from Telephone as follows: \$186 to Building Supplies 2039-400/4260, \$202 to Building Supplies 2037-400/4260, \$225 to Building Supplies 2036-400/4260, \$225 to Building Supplies 2038-400/4260 & \$500 to Building Supplies 2032-400/4260.
 - (f) \$185 from C-Med Portable Radio to Floor Buffer (Loaner).
 - (g) \$ 770 from Fire Fighting Gear & \$4,794 from Fire Fighting Gear/Pants, a total of \$5,564 to Maintenance of Vehicles.
 - (h) \$3,145 from Fire Fighting Gear 2036-999/9903 and \$1,548 from Fire Fighting Gear 2038-999/9901, a total of \$4,693 to Sick Replacement.
 - (i) \$1,240 from Fire Fighting Gear-Coats, \$1,398 from Fire Fighting Gear-Pants, \$916 from Fire Alarm System & \$340 from Fire Fighting Gear-Boots, a total of \$3,894 to Vacation Replacement.
- (21) Consider and approve a transfer of \$12,000 from Pension Contribution to Professional Services, requested by Vincent T. McManus, Jr., Town Attorney.
- (22) Consider and approve transfers requested by Town Clerk:
 - (a) \$3,750 from Pension Contribution to Professional Services
 - (b) \$ 575 from Pension Contribution to Office Supplies
 - (c) \$7,200 from Pension Contribution to Microfilming for Storage
 - (d) \$5,100 from Pension Contribution to Computerized Indexing
 - (e) \$ 302 from Pension Contribution to Map Reader Printer Lease

reduced

(23) NOTE FOR RECORD financial statements of the Town of Wallingford for the month ended March 31, 1987.

253

(24) ACCEPT Town Council Minutes dated March 24, 1987 & April 2, 1987.

4/8/87/dbf (25) ADDENDUM/Discussion and possible action to reorganize Community Lake Study Committee/TABLED April 14, 1987.

Town Council Meeting

April 14, 1987

7:30 p.m.

A regular meeting of the Wallingford Town Council was held in Council Chambers, called to order at 7:37 p.m. by Chairman David A. Gessert. Answering present to the roll called by Town Clerk Rosemary A. Rascati were Council Members Adams, Bergamini, Holmes, Killen, Papale, Polanski, Rys and Gessert. Councilman Gouveia was not present. Also present were Mayor William W. Dickinson, Jr., Comptroller Thomas A. Myers and Town Attorney Vincent McManus. The pledge of allegiance was given to the flag.

Public Question and Answer Period.

Mr. Pasquale W. Melillo, Sr. commented that with all of the development and industry in Wallingford, he thought that the taxes would come down and the industries would pay their fair share. He feels that the working man is being ignored and he is deeply disturbed. This Town has developed as good as any other Town in this State and I see other Towns and Cities in our ballpark that have lowered the taxes for the working people, and we are going the other way. I believe that big industry is being favored and I would like to suggest that something be done about that.

Mr. Gessert explained that a mill rate is set and it applies to everyone. As I used to argue in the past, if you count the revenue of big business on one hand, you had better count the expenses on the other hand. Businesses also generate expenses in roads that have to be taken care of, they generate expenses in buildings, sewers that have to be treated, so you also have increase in demand for services.

Mr. Holmes stated that he did not agree with Mr. Melillo when he commented that the taxes in Wallingford are much higher than other Towns.

Mr. Melillo added that Wallingford is raising the taxes of the working man and the common man.

Mr. Dwayne Braithwaite stated that he had previously asked for copies of Agreement letters because it came up at a previous meeting of the Council. He added that he did receive a response from the Town Attorney's Office and there are no Agreements made with outside legal people. He asked Mr. Gessert if he received his letter.

Mr. Gessert stated that he did receive his letter requesting any and all copies of the Agreements.

Mr. Braithwaite asked the Council if they were concerned if these Agreements do not exist.

Mr. Gessert pointed out that he is more concerned with getting the problem solved than arguing about who did what in 1947, who did what in 1959, etc. He added that he would like to see the problem resolved.

Mr. Braithwaite explained that he is trying to find out if the Council is concerned that tax dollars are being spent without any type of Agreement (blank check).

Mr. Gessert commented to Mr. Braithwaite if you are asking me if I agree with my previous opinion. I said that if someone asked the question on how much we are spending for an Attorney, they have a right to an answer and they did not want to answer that.

Mr. Braithwaite added that he does not think it is right for the Town to hire a group or agency without some type of Contract.

Mr. Gessert agreed with Mr. Braithwaite.

Mr. Killen pointed out that Mr. Braithwaite's questions are similar to the questions he put in a letter to PUC asking for the minutes of

the meeting showing where they hired an Attorney, and I haven't gotten an answer yet. He added that when he receives his answer from PUC, he will let Mr. Braithwaite know.

254

Mr. Musso told the Council that at last night's meeting of the Board of Education, he asked them for a copy of the proposed budget and he was told that those proposed budgets cost a lot of money to print and they were not being printed up until the day of their budget hearing. He feels that the Council should have more time to review the Board of Education's budget.

All of the Council Members agreed with Mr. Musso.

Mr. Ed Bradley commented that in 1983, the General Assembly, passed an Act concerning soil erosion and sediment control. In 1985, all municipalities had to comply with that. He asked Mayor Dickinson why the Town of Wallingford is not complying with this. When plans come before Planning and Zoning, it is approved and there is no follow-up.

Mayor Dickinson disagreed with Mr. Bradley with regard to nothing being done in three years. When you get a very heavy rain short of complete control of water run-off, it is nearly impossible to prevent the silt from leaving the property, and that does violate the Statute? It does, but when you get the volume of rain that we received from that recent storm, unless you had the capability keeping all of that on the property, which is not required as far as soil erosion control measures, unless you do that, you are always going to get silt leaving property and it is unfortunate. He added that he will look into High Hill Acres and added that the Assistant Town Planner has been up there on several occasions.

Mr. Bradley added (regarding High Hill Acres) that the problem he has is that Planning and Zoning, the Town Planner, Engineering, have passed these plans and they do not inspect. I would like to see some control on it. When those plans are passed by Planning and Zoning, I would like to insure that they are implemented.

Mayor Dickinson commented that this is why we have the Assistant Planner.

Mr. Bradley added that he spent 6 hours this weekend and reviewed 12 sites on his own time and he finds it hard to believe that a full time Planner and Assistant Planner cannot go out and do the same thing that he did. He finds it very hard to believe.

Mayor Dickinson commented that this is something that will have to be looked into.

Mr. Paul Gough asked the Council if they could comment on the issue of the West View Hills sewer and the speed to which the PUC is moving.

Mr. Killen commented that he is not getting the answers that he wants so that he can make a decision. He added that he would like to find out what is holding them up with reaching a decision. He added that we should have some answers by now.

Mr. Adams stated that he agreed with what Mr. Killen said and if he was in Mr. Gough's position up there, he would feel that the pace was not quick enough but he thinks that what the PUC is trying to do is look at it as objectively as possible so we do not find ourselves in another situation where we are going to have further litigation down the road.

Mrs. Papale commented that she has a few problems with it and has made her problems public. She feels that the way the whole thing was done, it was not done correct. PUC should have held the bills back and sent the people letters first and explained what was going to happen. PUC explained to Mrs. Papale that the reason it is taking so long is because they have to go back into the records to when this first began, and they are talking to people who were involved in the Town of Wallingford at that time. In the beginning, I had hoped that it would not have to go into Court but after speaking to some of the residents of West View Hills and they told me the price that they would like, I don't think a decision can be made. My problem is, where is this money going to come from?

Mr. Polanski commented that he thinks the PUC is trying to come up with an equitable solution and I think it is going to end up in Court because I do not think they are going to come up with an agreement with all of the families involved. If they come up with a solution fine, but what about the rest of us over the years. If you can talk it out between yourselves fine, but if you don't, the Court will come up with a solution.

Mr. Holmes commented that it is a very complicated issue and where it is going to end up and what kind of deal is going to be worked out is not an easy matter to resolve. He added that he believes that they are doing whatever they can to resolve the issue.

255

Mr. Rys commented that he has attended the PUC meetings and listened to the groups and feels that the whole issue began correctly. I feel that we cannot continuously argue back and forth. I think that the time the PUC is taking is precautionary time. It is time that they are utilizing in order to research the entire project so that we don't have the same situation five or ten years down the road. When it was done, it was done very abruptly and stirred everyone up. I just hope it can be ironed out without going to Court and perhaps within the next week or so.

Mrs. Bergamini commented that she is a liaison of the PUC and has attended many meetings. I am very distressed about this thing because 300 people are forgetting that the Town of Wallingford has approximately 16,000 taxpayers. A lot of taxpayers are paying full sewer rates. If we lose that \$15 million dollar grant, that money has got to come from your taxes as well as ours. Those houses were built at 1½% mortgages for Veterans and I would venture to say that 1/3 of those men are still in there. But, to expect us to buy your leases to the tune of figures in the millions, you are still talking taxpayers money. It's all very well to say that PUC is dragging their feet but, I don't think you people have made an offer either, so you are dragging as much as they are. No-one has come to the table and said "let's solve this because we are going to lose \$15 million dollars". I think it is going to go to Court and it is going to be resolved by the Judge and we can waive that \$15 million dollar grant goodbye because the State has already notified the Town that the money is in jeopardy and any money advanced is going to have to be returned. Your \$25.00 sewer fee that you normally have to pay is going to be a drop in the bucket and that is my opinion and I am sure that you don't agree with me.

Mr. Gessert commented that he does not like the way this whole thing was handled. Someone could have used a course in Public Relations and explained to people what the reason was, what the change was and what has happened. Would I liked to have seen this resolved by now, yes. Would I like to see it resolved at any price, no. The bottom line is that someone is going to have to pick up the tab. PUC is working on the issue, they are not ignoring it and they are moving along on it and they are going to resolve it and they are taking the steps to make sure they can resolve it once instead of having it creap up again in one month or two because some other group finds a problem. I would rather have them take the time and do it right and do it once and for all, than rush into an agreement and then find out that there are 50 people on Long Hill Road that they forgot about that no-one knew about. I would rather see them take their time and do it right and I would like to see it resolved as quickly as possible.

ITEM 3. Consider approval of the Agreement and Stipulation between Masonic Charity Foundation of Connecticut and The Town of Wallingford and authorization for the Mayor to sign said agreement, moved by Mrs. Bergamini for discussion and seconded by Mr. Holmes.

AGREEMENT AND STIPULATION

AGREEMENT made this day of February, 1987, by and between
THE MASONIC CHARITY FOUNDATION OF CONNECTICUT (Foundation), of
Wallingford, Connecticut, acting herein by Carleton V. Erickson,
its President, duly authorized, and the TOWN OF WALLINGFORD,
CONNECTICUT (Town), acting herein by its Mayor, William W.
Dickinson, Jr., duly authorized by the Wallingford Town Council.

WHEREAS, the Foundation is in litigation with the Town arising
from the assessment of property taxes and the denial of exemption

256
from property taxes for Foundation property known as Ashlar Village (this term is intended to include all present and future phases of the development); and

WHEREAS, the Town has denied the validity of the terms of an Agreement between the parties dated April 24, 1947 which purported to grant perpetual exemption for the Masonic Home and Hospital, owned by the Foundation, from "tax assessment or other charges" for receiving and disposing of sewage; and

WHEREAS, the parties are in dispute as to whether the Foundation has the right to proceed with site plan approval and construction of additional phases of Ashlar Village as the result of a Building Moratorium approved by the Planning & Zoning Commission, effective November 16, 1986 for twenty-two (22) months; and

WHEREAS, the parties are desirous of resolving their differences and the pending litigation in a manner which is fair and equitable;

NOW THEREFORE, the parties agree as follows:

1. The Foundation will, upon satisfaction of all the terms and conditions contained herein, withdraw its tax appeal known as The Masonic Charity Foundation of Connecticut v. Town of Wallingford Board of Tax Review, Docket No. CV 85-0237429-S, Superior Court, Judicial District of New Haven at New Haven without costs.

2. The Town's Assessor has determined that, as to the Grand List of October 1, 1986, the real property and buildings known as "Ashlar Village," which is the subject of the above-mentioned tax appeal, is exempt from taxation in that it was used for charitable purposes within the meaning of Section 12-81(7) of the Connecticut General Statutes. The Foundation agrees that, in lieu of paying taxes which would otherwise be due on such property for the Grand List of October 1, 1986, it will make a payment of monies to the Town equal to the amount which is the product of the assessed value of the property multiplied by the Town's mill rate less the number of mills attributable to the Board of Education portion of the Town's entire budget. Such payment shall be made in two (2) equal semi-annual payments in July of 1987 and January of 1988. It is understood, acknowledged and agreed by the parties that all such payments are to be made without prejudice to the Foundation and shall not be deemed to be an admission of property tax liability by the Foundation for Ashlar Village or any of its property, real or personal property, now or hereafter owned or held in trust and used for its charitable, hospital or other exempt purposes as defined by the Connecticut

General Statutes. The Assessor shall as of each October 1 determine the assessed value of the subject property as though it were taxable. Similar payments in lieu of taxes in two equal semi-annual installments shall be made by the Foundation for each tax year so long as the subject property continues to be exempt from taxation under the Connecticut General Statutes. The property shall not be subject to taxation so long as the use thereof remains as it was on October 1, 1986 and the Connecticut law regarding exemption from taxation of property used for charitable purposes remains essentially as it was on October 1, 1986.

3. Should the Foundation wish to contest any future assessment of Ashlar Village by the Town's Assessor while making any such payments under Paragraph 2, the parties stipulate and agree to submit the issue of the actual value of such property to American Arbitration Association in accordance with the rules prevailing in New Haven, Connecticut.

4. The Agreement between the parties under date of April 24, 1947 is terminated and henceforth of no force and effect. From and after September 1, 1986, all property owned or held in trust for the Foundation shall be subject to the same sewer use rates or charges as is all property within the Town and such rates or charges shall be levied on a basis which is consistent with the assessment of similar rates or charges against other property in the Town. All existing liens, assessments, penalties and charges whatsoever, which are owing as the result of any prior assessments or charges whatsoever, which are owing as the result of any prior assessments or charges by the Town against the Masonic Home and Hospital property are forgiven and cancelled as of August 31, 1986. Assessments or charges billed to the Foundation by the Town after August 31, 1986, even though applicable to a period prior to September 1, 1986 shall be due and payable in the ordinary course.

5. The Foundation shall make a payment of Sixty-Six Thousand Seven Hundred and Fifty Dollars (\$66,750.00) as full and final payment of the installation and/or hookup or like charges for the remaining three hundred and twenty-seven (327) units of Ashlar Village. This payment shall be made upon the signing of this Agreement and the satisfaction of all the terms and conditions herein by both parties.

6. The terms of this Agreement and the obligations of the parties thereto as set forth above shall be valid and binding if, and

only if, the following conditions have been met:

258

- A. The Town Planning & Zoning Commission agrees to take such action as may be necessary, including amendment of the Zoning and Subdivision Regulations, Section 6.22, in order that the Foundation can proceed forthwith with the submission of an application to the Commission for site plan approval for the next phase or phases of Ashlar Village during the existing moratorium. Upon approval of such site plan, which shall be based upon the same standards applied by the Commission to the first phase of Ashlar Village, the Town shall cause a building permit to be issued in order that construction may be commenced. It is understood, however, that a Certificate of Occupancy for completed units of the next phase of Ashlar Village will not be issued until the expiration of such moratorium which presently expires on September 16, 1988, and
- B. The Town Public Utilities Commission consents and agrees to be bound by the terms of paragraphs 4 and 5 hereof.

7. In the event that all of the foregoing are not accomplished forthwith, it is understood and agreed that this Agreement shall be null and void and all of the foregoing agreements and the proposed withdrawal shall be without prejudice against the parties and shall not be admissible in the trial of the foregoing suit assigned for February 17, 1987, or any further suits by the Foundation or Town.

All payments required to be made under this Agreement will be postponed beyond their due dates while this Agreement is being finalized and reduced to judgment, and the Town agrees that such payments shall not bear interest, penalty or other charges during such delays.

This Agreement is to be signed in the State of Connecticut and shall be construed by the laws of such state and shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day first above written.

TOWN OF WALLINGFORD

Mayor Dickinson explained that this is the same Agreement that was presented to the PUC at their last meeting and they approved paragraphs 4 and 5 that affect the utilities. Basically, this Agreement resolves several issues that have been pending between the

Town of Wallingford and the Masonic Charity Foundation one of which is a 1947 Agreement regarding the payment of sewer charges exempting the Foundation from payment of those sewer charges in exchange for conveyance of Real Estate which bounds the Community Lake. It's property that now has the exchange, Little League Baseball Field, Tennis Court and Pavillion. That property the Town received from the Masonic Charity Foundation in exchange for the sewer Agreement back in 1947. That Agreement has the same potential impact on the grant for the new Sewer Plant as does the recently mentioned issue at West View Hills. This Agreement would have the Masonic Charity Foundation releasing that 1947 Agreement in exchange for the waiving of liens and charges that were placed on their property starting in 1981 or 1982, charges that they feel were not justified given the existence of the agreement, so they are insisting upon our waiving of those charges. It also involves an Agreement of 50% of the connection charges that would be collected on the new units, when and if they are built up there. So, the Town would receive a total of around \$171,000 for connection charges instead of it being twice that amount if the full connection charge were collected. The other part of the Agreement, gives them the ability as long as Planning and Zoning agrees, to move ahead with applications on additional construction, even though they recognize, without the new sewer plant in operation, they would not receive CO's and could not connect to the sewer system, but they would be able to move ahead with applications for site plans, etc. and not have to wait until the plant is completely built. The other facet of this involves the tax issue, which is really the issue that caused the initiation of the litigation. Frank Barta is here and he can answer questions. Regarding the tax issue, the Town of Wallingford, in regards to Ashlar Village felt that Ashlar Village was a taxable residential entity. So, the tax issue involves Ashlar Village, not the Masonic Home and Hospital. The Masonic Home and Hospital felt that Ashlar Village was tax exempt. We were not able to resolve the issue so, it went into litigation. This type of issue has been raised around the state. I have a release from the Bridgeport Post of March 8th or 9th of 1987, regarding the Town of

Trumbull having a tax case over two elderly care facilities operated by the Dioceses of Bridgeport and they were found to be tax exempt. Same type of issue but probably not identical factual patterns but basic issue, elderly housing run by a tax exempt organization, is that residential community is taxable. In this case, prior to trial, and there were discussions regarding settlements, additional information was filed with the Assessor's Office which justifies the Town finding the Ashlar Village complex to be tax exempt and Mr. Barta can explain what that information was. That information wasn't to us prior to that settlement. That information could have been filed as part of the litigation and they could have been found to be tax exempt. But, the Masonic Home has expressed a desire, as indicated in this Agreement, that they want to be a contributing member of the community toward the taxes and the monetary support for the services they receive. They felt they received a broad range of municipal services except for education. They have proposed a pilot payment, which is a payment in lieu of taxes which represents 50% of what their tax bill would have been and subtracts out that portion of the tax bill that would represent the percentage of taxes that are raised for education in Town. Overall, it is important to keep in mind that, whether it be through this information, which is part of the rationale we acted upon, whether it be the information filed with the Town's Assessor's Office regarding the charitable nature of the Ashlar Village immunity and administration or the continuing efforts of Masonic Home and other organizations, as I indicated with Bridgeport and others to pursue legislation which will find all of these elderly care facilities to be tax exempt, we felt that there was a strong probability there would be a tax exempt situation. Instead, we have a payment in lieu of taxes.

Mr. Gessert asked how this Agreement would stand up in regard to the State Law.

Mayor Dickinson replied the information from the Town Attorney's Office is that this Agreement would supercede any change in legislation.

Attorney McManus commented that it was his personal belief that the time in the cases were running against us and that we could beat the Masonic Home (if you want to use that phraseology) in this particular case, at this particular time, it's in the lose or win because in four or five years it was our opinion that either the tide of the court case would have changed the picture or the Legislature faced with demands from the various groups, when they are all running these types of operations, would have eventually gotten exemption for the types of

operations as they were being operated by the Masonic Home when the original determination of taxability was made. Many of the cases have turned on one point. The guests in the homes pay for their units, pay their rent they pay, pay, pay, but what happens when the person that is in there doing all of this paying gets broke. If the bylaws say you keep him, you are tax exempt. I recommended this to the Mayor that he accept this after months and months of negotiations between Masonic and the others that we make an Agreement that would last decades and decades and decades and this pilot would be paid. It is our belief that we got the best end of the deal. The Masonic people did change their bylaws to accommodate fulcrum where the cases seem to be turned and on balance, I think we did the right thing. 260

Mr. Adams commented that he was sure that back in 1947 when these Agreements were made, the same type of expertise was involved. I don't know how I can go out and face Senior Citizens who are paying their full share of the tax burden and tell them that they have to pay when those people up there do not. Some of the people that I had look over this were appalled at this and to me it does not seem fair to the rest of the taxpayers in the Town. I find it very difficult to swallow as far as a community or village who are paying their share to rent there (like a Condo) and then saying, if you run out of money, then you can stay there for free and say that is a loophole that you get by not paying taxes.

Mr. Gessert asked Attorney McManus, prior to this, how much taxes were we collecting over there?

Attorney McManus replied none and added that we are picking up more money than we ever were before.

Mr. Adams asked how long ago this Village was put in.

Mr. Barta replied that the Village was put in in 1984.

Mr. Adams stated that he does not understand this and cannot tell the people that he does and vote for it.

Mr. Gessert suggested to Mr. Adams that he go out to Masonic Home and talk to the people and ask them how much they are paying in taxes.

Mr. Adams said that he assumes that those people are being treated.

Mr. Gessert replied that some of those people are not necessarily being treated, and added that we are talking about tax exempt property such as Churches, the Post Office, etc.

Mayor Dickinson added that the Masonic Home did pay the taxes under protest on the first two years. I can understand Frank's concerns about it but, if you look at what has happened in the Town of Trumbull, there is no payment there and it is a similar type of situation, an elderly care facility, it was found to be tax exempt. Not a dollar will come out of that facility. That is what the potential is here and we feel that the Court could easily reach that conclusion going the final route. This way, Masonic feels that they are contributing to the Town and we are receiving 50% more than perhaps what we feel we would get if it goes the full route. So, actually, we are looking to improve the tax collection situation for all of the residents in Town. On the other angle, the residents at Ashlar don't pay the tax but, I suppose their rents are partly the tax but as individuals, they are not paying that tax. They don't own their residences there.

Attorney McManus pointed out that if you come around and look back 5 years from now and find out how many Towns in this State are getting this type of income from this type of an operation and I'll bet you we are one of the darn few. I spent a lot of time on this project to get the situation that we did and I am very proud of this one and on this one, I am sure that we guessed right. If you pull a hair out of my head and split it four ways, that's how close these tax cases get decided.

Mrs. Bergamini pointed out that her parents owned their home and they paid their taxes but the people in Ashlar Village rent their places, and with their rents they receive care.

Mr. Polanski asked how much money we will be getting for Ashlar Village through Masonic Foundation.

Mr. Barta guessed that it would be about \$123,000 a year.

Mr. Polanski added that those homes in Ashlar Village are owned by

a tax exempt organization right now. A tax exempt organization does not pay taxes, therefore the deal that was struck between Masonic, the tax free foundation and the Town of Wallingford is going to benefit all of the taxpayers in the Town of Wallingford. 261

Mr. Barta added that they do not have to pay anything, this is something that they want to do.

Mrs. Bergamini pointed out that the title, Masonic Charity Foundation, says it all.

Mr. Killen commented that the statement "being owned by a charitable organization", under 12-88 which is Property Tax Assessment, it says, legislative intent of 12-66 giving towns the choice of pursuing either charitable organization or 100-year lessee of organization's property to recover taxes, etc. but, the case is Farms Country Club vs. Carini (1977). The Assessor at that time, and the two Town Attorneys told us that there was no way we could collect taxes from the Farms Country Club. We told them to go out and collect the taxes and they are paying the taxes and this is the opinion that the Judge rendered in that particular case.

Mrs. Bergamini asked Mr. Killen why the Farms Country Club thought they would not have to pay taxes and Mr. Killen replied that it was because of the way the Statute read and the Judge told them they had to go by intent. This comes under section 12-18-7 which they claim is charitable purposes. No way is Ashlar Village used for charitable purposes.

Attorney McManus pointed out that that was the old argument, that was used about Yankee Stadium when New York claimed it was tax exempt, it was a commercial property and they were using it to make money, then they had to pay taxes on it just like everyone else. When they were using it for charitable purposes, it was tax exempt.

Mr. Killen asked where the charitable purpose is here .

Attorney McManus replied that it is housing and care for the elderly.

Mr. Killen asked if himself and his wife were a certain age and pay whatever they are asking to live there. There is no charity from them, I am just going to pay them rent, is that correct?

Mr. Barta replied that that is correct.

Mr. Killen asked Attorney McManus where the charity is in that.

Mr. Barta replied that the charity comes in on where they changed their by-laws. They paid taxes on 1984 and 1985 because there was no existing change in their by-laws. When they changed them to take care of the indigent and no longer throw you out in the street when you can't pay the bills or when you become sick or senile, that's where charity takes place.

Mr. Killen read from the Statute which stated " the burden of proof is upon the plaintiff to show that it comes within the Statute, not only so far as its organization and disposition of what funds it may legitimately receive by ways of dues, contributions or otherwise is concerned, but also to show that its property is used exclusively for one or more of the purposes specified in the Statute. It is as important to show this exclusive use as well as any other fact enabling it to claim exemption". So far, there is no charity. It also says here "apparently to give such an organization full benefit of the Statute so far as possible, the Statute further provides that 'If a portion only of any lot or building belonging to, or held in trust for, any such organization shall be used exclusively for carrying out one or more such purposes, such lot or building shall be so exempt only to the extent of the portion so used and the remaining portion shall be so exempt only to the extent of the portion so used and the remaining portion shall be subject to taxation'". The minute that I can't pay, my house becomes exempt, but the rest of them are not being used for charity and there is no way you can get around that.

Mr. Barta explained that in order to get into the Masonic Home, you have to turn everything over to them.

Mr. Killen pointed out that Masonic is used for hospital purposes and the State Statutes cover them.

Mr. Barta added that Ashlar Village is also.

Mr. Killen added that the difference here is whether we see fit to go and pursue our taxes. Every case that is cited says that we

have the right to go after them.

Mr. Barta agreed but added that there are two cases in the state. One of them is the Cromwell case and the other is the Trumbull case. They both lost. In both cases, they pay very large amounts of money to get in there and they both probably get the same amount of care. The Courts ruled them as being exempt. 262

Mr. Killen asked if they have been appealed and Mr. Barta replied that they have been appealed and one of them is a Supreme Court Appeal. There are two precedent setting cases in the State right now that say that these facilities are exempt. There is nothing in the Statute that makes them exempt in my eyes. Mr. Killen agreed with Mr. Barta.

Mr. Gessert asked how close the legislation that was introduced last year came, and Mr. Barta said that it came very close.

Mr. Killen added that it never was the intent that the Judges should decide what legislative intent was. One the case I read before, the Judge read the law as the legislative intent, not as what the Judge might feel is fair and clear. It would never get my vote.

Mayor Dickinson asked Mr. Barta if he found them to be tax exempt as a result of this tax Agreement and Mr. Barta replied no. Mayor Dickinson then asked Mr. Barta if he found them to be tax exempt because of additional information and Mr. Barta replied that that was correct. Mayor Dickinson then added that with this additional information, that would exist regardless on what we do on this and Mr. Barta agreed.

Mayor Dickinson added that if they don't pay the payment in lieu of taxes, they are going to be tax exempt.

Mr. Barta explained that right now, the way he has been advised by Council, they are exempt.

Mr. Killen asked Mr. Barta what changed his mind and Mr. Barta replied because of the new change in their policy.

Mrs. Papale asked Mr. Barta who owns Ashlar Village and Mr. Barta replied, Masonic Home. Mrs. Papale then commented that from what she is hearing, Masonic Home is tax exempt, is it black and white? Mr. Barta replied that it is and in his opinion, it is black and white. Mr. Barta added that in 1984 and 1985 they were taxed because of the way their Charter read by their Board of Directors. When you could no longer afford to live there you were evicted.

Mrs. Papale said that she thought that before you entered the Hospital, you had to turn over you savings (everything you own), but Ashlar is different.

Mr. Barta explained that in Ashlar Village, you don't have to turn over everything you own, you have to pay them money instead.

Mr. Killen added that the Courts have said in every case that you have to base it on the merits of the case. Right now, they are using Ashlar Village as a form of income. Until someone becomes indigent in there, it is not being used for charitable purposes.

Mr. Barta added that it does not have to be tested and Mr. Killen replied that it has to be tested in his book.

Mrs. Papale asked when this case is supposed to come and Attorney McManus replied that it will probably be tried this month and it will probably take around a month to try and we will have a decision sometime this summer.

Mrs. Papale asked that if this went to Court and the Town of Wallingford lost and Ashlar Village was tax exempt and they weren't going to pay us any taxes, you just told us that they are willing, on their own, to give us \$123,000 per year. This is only if we don't take them to Court? Why can't we take them to Court and see what happens?

Mayor Dickinson pointed out that the sewer issue is another piece of this whole thing. They are receiving a benefit, if Planning and Zoning concurs, they will be able to move ahead with their site plan and not have to wait until the sewer plant is constructed and that is a real benefit to them.

Attorney McManus pointed out that this was a multi-dimensional settlement and it was a devil to work out.

Mr. Killen explained that under section 6A states " the terms of this agreement and the obligation of the party thereto is set forth above, shall be valid and binding if and only if the following conditions have been met. A. The Planning and Zoning Commission agrees to take such action as may be necessary, including amendment of the zoning and subdivision regulations section 6-22 in order that the foundation can proceed forthwith..." We are putting pressure on Planning and Zoning (the people that we appoint) that this can take place. This is not right.

Mrs. Bergamini stated that when she went to the Open House, she met a woman who told her that her husband was very ill with Alzheimer's Disease and she handed over her home to them and in turn her husband is being taken care of in Masonic Home and she was given an apartment in Ashlar Village. The only thing she had to do was go at meal time and help them feed her husband.

Mayor Dickinson added that there are not many tax exempt organizations in this Town who pay any taxes. You have some taxes paid by Choate on residences used by faculty, but not a great amount. I am not aware of many tax exempt organizations who have entered into any agreement to pay anything towards taxes. After getting this new information, I don't see how we can look at them as taxable.

Mr. Holmes pointed out that he trusts Mr. Barta's judgment that we could win. I think that the smartest thing that we can do is take this Agreement and take the monies that are being offered to us.

Mr. Adams stated that Mr. Gouveia asked him to read his comments on this matter because he could not attend the meeting.

Mr. Gessert commented that if a Council Member wants to issue a press release, that is fine but, if you want to express your opinions at the Council Table, you have to be here to express them.

Mr. Adams asked to have Mr. Gouveia's comments attached to the minutes.

Mr. Adams then added that he does not fully understand the Agreement and would like to have it explained to him. I think we should have a meeting to discuss Contracts in the future and a 2 week period to get some input and get some feedback before we have to make a decision, that to me seems responsible. I think the public has a right to respond.

Attorney McManus stated that Mr. Adams has never called him and asked to have anything explained. Mr. Adams replied that he felt that this was the forum to handle that, with other people.

Mr. Killen commented that things are supposed to start from here. If we want something negotiated, we ask you or the Mayor to negotiate it. It does not start with you and you come back to us. When you have Court cases going on, when it comes time for a settlement, you come before us and we decide on it.

Attorney McManus pointed out that this case has been pending for 2 years.

Mr. Killen added that he resented the fact that this had gone before Planning and Zoning before we had had a chance. This Agreement allowed them to have sewage free in return for 10 acres of land. Are we giving away the 10 acres of land? Are we giving them back? That's what the wording says.

Attorney McManus explained that the only part of that Agreement that is still outstanding is the part that gave them a break on the sewage. That is the only part still left to be done and that's the part that was cancelled.

Mr. Killen stated that from what he understands the Council is supposed to vote on the Agreement between the parties which is on file.

Attorney McManus explained that the Agreement asks that the deed is an executed contract. It is already done.

Mr. Killen commented that he does not know what he is supposed to vote on.

Mr. Polanski asked that if (when) we go to Court, what are the odds of our trying to get this kind of a Contract?

Attorney McManus replied that the one thing that we did get is we got that deal from the sewage done. If we stand on the tax alone, my best guess is that we are going to lose it.

Mr. Polanski added that two years down the road we may find out that Ashlar Village is tax exempt and we may find out that we got a good deal.

264

Mr. Killen asked what if we don't.

Mr. Polanski replied that if we don't, then we have gotten 50% of the taxes over a period of time.

Mr. Gessert commented that the Town Attorneys that we had at that time, walked into every case with their hands in the air and we paid and paid..... because they surrendered every time. This Town Attorneys Office has not been afraid to go to Court, and they have gone to Court and won many times.

Mr. Killen added that one of the things that he resented was the point that these gentlemen are sitting out in the audience still looking for answers to their questions having to do with the PUC, and the PUC had this thing put in front of them that night and passed it, without asking any dollars or cents. You are being asked to do the same thing.

Mayor Dickinson stated that Ashlar Village is tax exempt and this Agreement gives us 50% of taxes that we would not collect otherwise. There is a sewer Agreement that jeopardizes the grant. It is released in this Agreement. Both of those elements in my view, benefit the Town of Wallingford.

Mr. Braithwaite asked why they are willing to pay half if they don't have to pay any.

Mr. Gessert replied that there are a lot of compromises in this Agreement such as sewers, taxes, additional development, a multitude of areas.

Mr. Gouveia's comments on Masonic Foundation and the Town can be found on pages 17 and 18.

FRANK: THESE ARE SOME OF MY CONCERNS REGARDING THE AGREEMENT BETWEEN THE MASONIC FOUNDATION AND THE TOWN AND I WOULD APPRECIATE IF YOU COULD READ THEM INTO THE RECORD.

EDUCATION & TAXES: I AM AGAINST THE PROVISION EXEMPTING THE FOUNDATION FROM TAX MONIES ATTRIBUTABLE TO EDUCATION. OUR PRIVILEGES CAN BE NO GREATER THAN OUR OBLIGATIONS. I BELIEVE IT IS BOTH OUR MORAL AND CIVIC OBLIGATION TO PROVIDE TO TODAY'S AND TOMORROW'S CHILDREN NO LESS THAN WHAT WAS PROVIDED TO US: A COMMITMENT TO SUPPORT OUR SCHOOLS TO THE BEST OF OUR ABILITIES. OUR FUTURE GREATNESS AND STRENGTH AS A TOWN DEPEND UPON THE SUPPORT BY ALL OUR PEOPLE TO OUR PUBLIC SCHOOLS. SINCE I BELIEVE THAT ^{ONE OF THE} ~~THE~~ ULTIMATE ^{OUR CITIZENS} GOALS OF THE MAJORITY OF ~~US~~ IS TO SUPPORT THE AVAILABILITY OF A GOOD EDUCATION TO ALL WHO ARE WILLING TO PURSUE IT, WE WILL HAVE TO ASK THE REST OF THE TAXPAYERS TO PAY MORE IF WE ALLOW A TAXPAYER ~~AND~~ OR A GROUP OF TAXPAYERS TO PAY LESS THAN THEIR FAIR SHARE. THIS IS BOTH ~~THE~~

OF INFORMATION — REGARDING THE TAXABILITY OF ASHLAR VILLAGE,

DISCUSSION IT SEEMS TO ME THAT AT SOME POINT THERE WAS
A CHANGE IN THE NEGOTIATION'S STRATEGY. THE
COUNCIL, HOWEVER, WAS NOT CONSULTED OR INFORMED
OF THIS.

IF THE COUNCIL APPROVES THIS AGREEMENT, IT WILL IN
FACT RENDER THE 1997 AGREEMENT BETWEEN THE

FOUNDATION AND THE TOWN NULL AND VOID. YET, COPIES
OR DETAILS OF SAID AGREEMENT HAVE NOT BEEN MADE
AVAILABLE TO THE COUNCIL MEMBERS. WOULDN'T YOU
LIKE TO KNOW WHAT YOU ARE DECLARING INVALID?

DEALS — SHOULD WE CORRECT A BAD DEAL — (THE ALLEGED
GRANTING OF PERPETUAL EXEMPTION FOR THE MASONIC
HOME AND HOSPITAL FROM "TAX ASSESSMENT OR OTHER
CHARGES" FOR RECEIVING AND DISPOSING OF SEWAGE) —
BY ENTERING INTO ANOTHER PERHAPS WORSE AGREEMENT?
WE MUST DO EVERYTHING POSSIBLE WITHIN THE LAW
TO RESOLVE THE PROBLEMS ASSOCIATED WITH THESE
BAD^{OLD} DEALS INVOLVING THE SEWAGE, WHICH SEEM TO
EXIST IN SEVERAL AREAS OF THE TOWN. BUT NOT WITH
DISREGARD FOR OUR OWN ACTIONS AND THE IMPACT THEY
MAY HAVE IN THE FUTURE.

THE COST OF DOING THE JOB RIGHT MAY BE HIGH
AND UNPOPULAR, BUT WE CAN NOT AFFORD TO DO LESS.

Mayor Dickinson commented that sometimes it is hard to understand that there are institutions that don't like to be looked at as not contributing to the community in which they exist, and that is the case for Masonic. Masonic Home Charity Foundation is receiving solid benefit in this Agreement. However, they also had a desire to contribute towards the services that they feel that they utilized. One of which is the Fire Department which they used many times and rely upon the ambulance and other services, not only for emergency calls but also drills and everything else. They are very conscious of a need for a good working relationship with the Town of Wallingford. That I think, is playing a role in the Masonic Foundation's willingness to go along with this Agreement.

Attorney McManus commented that the time term of this Agreement is so long as the property of the Masonic Home as Ashlar is tax exempt. The minute it becomes taxable, the Agreement goes out the window.

Mr. Killen suggested that the Council find out why no-one from this Town would accept payments from Masonic Home towards our Police and

Fire Departments in the past when they wished to give them to us and it took an Agreement like this to make them come forward as the well meaning people that they are. It's very hard to believe that this Town turned down in the past, that they used our facilities and did not pay for them but wanted to, but this Town said, no we will not accept your money. 266

Mayor Dickinson stated that they have not liked to see the publicity of being at odds over taxes with the Town of Wallingford. They do not want to be regarded as an entity in the Town that does not pay it's share for the services that are rendered to the facility. The whole tax issue has heightened their feeling of being uncomfortable about that. That wasn't the case at earlier times. It did become an element in this whole issue. They want to be regarded as a good contributing citizen in the Town. They are and have been. Unfortunately, we've had some points of disagreements which we are looking to resolve. Their awareness of this has been heightened by the publicity regarding tax cases and the contention that has existed between Masonic Home and the Town of Wallingford.

Mr. Killen pointed out that if they wanted to make an offer, they should have done so before they went to Court. They initiated the action that put them in the limelight and now as part of an Agreement they come and say that they will make this contribution. All of those things were available to them before. This is the last stage of it. We were treating them like everyone else. No one admires them more than I do. I think they do a good job up there but, I still think that the facilities that are used for that particular thing are the ones that are tax free.

VOTE: Unanimous ayes with the exception of Adams, Killen and Papale who voted no; motion duly carried.

A motion was made by Mr. Holmes to move up item 9, seconded by Mr. Rys.

VOTE: Unanimous ayes; motion duly carried.

ITEM 9. Consider and approve a transfer of \$2,500 from Wages to Outside Services, moved by Mrs. Bergamini, seconded by Mrs. Papale. (Assessor)

VOTE: Unanimous ayes with the exception of Killen who voted no; motion duly carried.

ITEM 4. Consider and approve a transfer of \$10,000 from Education Insurance and \$20,000 from Town Insurance/\$22,000 to Workers' Compensation and \$8,000 to Heart & Hypertension (Fire), moved by Mr. Rys and seconded by Mr. Polanski. (Treasurer's Office)

Mr. Polanski asked Mrs. Collins why she had \$10,000 extra in Education Insurance and Mrs. Collins explained that she did not receive quotations until 5 minutes after 11 on June 30th, when the budget had already been set up.

Mrs. Bergamini asked Mrs. Collins if she ever checked on the people that are out on disability and Mrs. Collins replied yes and explained that they have to have slips from their Doctors saying that they are still disabled, and cannot come back to work.

VOTE: Unanimous ayes with the exception of Holmes and Gessert who were not present for vote; motion duly carried.

ITEM 5. Consider ratification of Wallingford Representatives to the Visitor's Council and Tourism District.

Rita Katona
Rita Mushinsky
Robert A. Meyer
John Mattingly
Ellen A. Mandes
Henry E. Benz
Marilyn Massores
Donald W. Roe
Richard Nunn

moved by Mrs. Bergamini and seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Holmes who was not present for the vote; motion duly carried.

ITEM 6. Consider resolution authorizing Mayor to apply to Connecticut Department of Environmental Protection for state funds for Potable Water Supply Facilities Grant.

Mrs. Bergamini read and moved the following Resolution:

WHEREAS, pursuant to Section 22A-471 of the Connecticut General Statutes as amended the Department of Environmental Protection is authorized to extend financial assistance to provide potable water in instances where current water solution has rendered existing supplies unuseable; and

WHEREAS, it is in the interest of affected Town residents for the Town of Wallingford to make application to the State for such funds

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

that the Mayor is hereby authorized to execute and file application and agreements on behalf of the Town of Wallingford with the Commissioner of Environmental Protection and amend grants pursuant to the provision of Section 22A-471 of the Connecticut Statutes of Connecticut, as amended and to execute on behalf of the Town of Wallingford all the applications, instruments and documents and accept payments and do all other things that may be necessary for state grants for the Town.

Mayor Dickinson explained that this grant is to supply reimbursable funds to the Grieb Road and East Main Street area in which 7 houses are involved. It allows us to go ahead with that program to reimburse them for costs of replacing their wells.

VOTE: Unanimous ayes; motion duly carried.

ITEM 7. Consider resolution to apply for Summer Work Experience Program Grant and authorization for the Mayor to sign said agreement.

Mrs. Bergamini read and moved the following Resolution:

WHEREAS, pursuant to Chapters 133 and 300a of the Connecticut General Statutes, the Commissioner of Human Resources is authorized to extend financial assistance to municipalities and human resource development agencies; and

WHEREAS, it is desirable and in the public interest that the TOWN OF WALLINGFORD make application to the State in order to undertake a Summer Work Experience Program and, to execute a Grant Action Request.

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

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapter 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the Local Agency in an amount not to exceed \$10,000.00 is hereby approved, and that the MAYOR OF THE TOWN OF WALLINGFORD is hereby authorized and directed to execute and file such application with the Commissioner of Human Resources, to provide such additional information, to execute a Grant Action Request with the State of Connecticut for state financial assistance if such an agreement is offered, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the TOWN OF WALLINGFORD.

motion seconded by Mr. Holmes.

Mrs. Bergamini stated that the Mayor has said that this program has run successfully for 16 years in Wallingford and we expect to employ 12 young people for a six-week period during the summer.

Mrs. Papale asked Mayor Dickinson if this was the program that they had trouble getting people to apply for and Mayor Dickinson replied that there was a College Work Study Program and this is not the one.

Mrs. Papale asked what kind of work is involved in this program and Mayor Dickinson replied that they assist in the various offices.

VOTE: Unanimous ayes; motion duly carried.

268

ITEM 8. Consider and approve a transfer of \$2,500 from Advertising, \$1,000 from Maintenance of Equipment and \$1,500 from Copier Rental & Supplies, a total of \$5,000 to Postage, moved by Mr. Rys and seconded by Mr. Holmes. (Purchasing Department)

VOTE: Unanimous ayes; motion duly carried.

ITEM 10. Consider and approve a transfer of \$1,180 from Pension Contribution to Office Supplies, moved for discussion by Mrs. Bergamini and seconded by Mr. Rys. (Tax Collector's Office)

Mrs. Bergamini stated that she noticed a lot of transfers from Pension Contribution and Mr. Myers explained that there are two things there. We provided funds in there for upcoming Union Contracts to be settled at a percentage less than what we had anticipated going into Fiscal 86-87 and there have been open positions throughout the year in many departments. So, the 22% pension contribution, there are going to be funds left in the account at the end of the year. You might question that we should take those funds left at the end of the year and contribute it towards the pension plan and better our position. I also thought of that however, at this time, for the amount of money that we are looking at, I figure that there is going to be about \$75,000 in that account due to the circumstances I just explained. I don't see these transfers as being of a significant amount to decrease that and if open positions continue, and there are open staff positions throughout the Government, we can consider at the end of the Fiscal Year doing that, making an additional payment into the pension plan. Right now, I saw that as a source for us to transfer from one department to another department as we can after April 1st and still live within our total budget as it was adopted.

Mrs. Bergamini asked if there was another account that this money could come from and Mr. Myers replied that there was not.

Mr. Myers added that he went through the 86-87 budget, and some of the departments send in the transfer forms blank.

Mrs. Bergamini commented that if they have the pension money, then they should have salary accounts.

Mr. Myers told Mrs. Bergamini that they took the salary accounts on the Police and added that Norman Rosow has no money in his budget. He has a small department and he has had full staff all year.

Mr. Killen felt that funds are available in the fuel accounts if the Council could get the exact figures; they all have it.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini who voted no and Mr. Rys who was not present for the vote; motion duly carried.

ITEM 11. Mrs. Papale moved a transfer of \$7,011.00 from Pension Contribution to Tax Refunds, Tax Collector, and approved tax refunds totalling \$7,010.35, seconded by Mr. Polanski. Mr. Polanski suggested that the pages detailing the tax refunds, Request for Abatement or Refund of Property Taxes, be eliminated from the agenda packet and documented in a letter with all pertinent details. Mr. Killen questioned #87 and Mr. Rosow suggested that Mr. Killen call him tomorrow since there may be an interest factor involved here. The Council agreed that a cover letter containing the details would be adequate for the agenda.

No.	76	Elaine Toczydlowski	\$ 106.65
	77	Susan Drew	30.78
	78	Ronald & Mary Kate Masse	680.40
	79	Charles & Maureen Dearborn and/or Connecticut Bank & Trust	646.38
	80	R & M Realty of Meriden and/or New Haven Savings Bank	928.26
	81	Donald Valente	2,112.48
	82	Joanne Fappiano	139.45
	83	Bernice Lendler	972.00
	84	Bernice Lendler	118.91
	85	Roland St. Pierre	196.77
	86	Mildred Ballough	54.72
	87	Norman & Grace Lamoureux	646.69
	88	William Lyons III	105.30
	89	William Lyons III	47.40
	90	Vivian Walker	224.16

57,010.35

VOTE: Unanimous ayes; motion duly carried.

ITEM 12. Mr. Rys moved approval to place an exterior drop box outside Public Works office building at 29 Town Farms Road, seconded by Mrs. Bergamini. (Federal Express drop box) 269

VOTE: Unanimous ayes; motion duly carried.

ITEM 13(a). Mrs. Bergamini moved a transfer of \$2,600 from Outside Contract Rental & \$400 from Gas & Oil as follows: \$2,600 to Repair Sweeper/Scavenger & \$400 to Repair Sweeper/Scavenger, Public Works, seconded by Mr. Rys.

Mr. Deak explained that he had a \$2,450 bid on one of the parts and since the transfer was requested, the transmission went on another sweeper. One sweeper is 14 years old and the other 10. This transfer will repair the 14 year old sweeper and these vehicles will be traded next year. Mr. Gessert requested a list detailing the street sweeping which will commence next week.

VOTE: Unanimous ayes; motion duly carried.

ITEM 13(b). Mr. Rys moved a transfer of \$3,740 from Pension Contribution to Maintenance of Building, Dog Pound Building, seconded by Mr. Holmes.

Mr. Holmes asked if another proposal was received and Shirley Gianotti said the second proposal did not include what was wanted.

Mr. Killen asked why Mr. Deak was being asked to sign this transfer request and Mr. Deak explained that Mrs. Gianotti had a proposal for the roof repair and painting and Mayor Dickinson asked him to look into it and this is the proposal presented by Mr. Deak at the Mayor's request. Mrs. Gianotti agreed to sign the transfer request since the money is in her budget. Mr. Killen felt that with the \$6,000+ to rebuilt the four exterior walls and this request, over \$11,000 is being spent on this Dog Pound.

VOTE: Unanimous ayes; motion duly carried.

Mr. Musso suggested "getting out of the dog business" since so much money is being spent over there!

ITEM 14a. Mrs. Bergamini moved an appropriation of \$1,500 to Proportionate Charges/Utility Commission Expenses, PUC, seconded by Mr. Rys. (General Fund Revenue Budget)

Mr. Myers explained that an increase is being made to the General Fund Revenue Budget, Proportionate Charges, PUC Commission, and on the expenditure budget of the General Fund, a line is being increased for the Director's Salary and the part-time Commission secretary, an offset.

Mrs. Bergamini and Mrs. Papale asked why the Director's Salary was being increased in the middle of the year and Mr. Smith said this budget must be amended since there were no funds in contingency to allow for this 6% and the secretary was granted an increase to the level of the Council Secretary this fiscal year and there have been additional and more lengthy meetings, too. Mr. Killen is opposed to this action in the middle of a budget year.

VOTE: Unanimous ayes; motion duly carried.

ITEM 14b. Mr. Rys moved an appropriation (General Fund Expenditure Budget) of \$450 to Commissioners & Directors Salary, PUC, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

ITEM 14c. Mr. Rys moved an appropriation (General Fund Expenditure Budget) of \$1,050 to Part-Time Secretarial Wages, PUC, seconded by Mr. Holmes.

VOTE: Unanimous ayes with the exception of Messrs. Killen and Gessert who voted no; motion duly carried.

ITEM 15(a). Mrs. Bergamini moved the following transfer of funds and amendment, Water Division, seconded by Mr. Holmes.

\$ 5,000.00	FROM: Title	Customer Records & Collection Exp.	Acct. No.	903-000
\$ 5,000.00	FROM: Title	Supplies, Communication & Gen'l Exp.	Acct. No.	921-000
\$ 8,000.00	FROM: Title	Liability Insurance	Acct. No.	925-000
\$ 5,000.00	FROM: Title	Workmen's Compensation	Acct. No.	925-001
\$ 8,000.00	FROM: Title	Employee's Pension & Benefits	Acct. No.	926-000
\$ 5,000.00	FROM: Title	Maint. of General Plant	Acct. No.	932-000
\$ 19,000.00	FROM: Title	Prior Retained Earnings	Acct. No.	N/A
\$	FROM: Title		Acct. No.	
\$	FROM: Title		Acct. No.	
\$	FROM: Title		Acct. No.	
\$ 30,000.00	TO: Title	Power Purchased For Pumping	Acct. No.	623-000
\$ 25,000.00	TO: Title	Chemical Expense	Acct. No.	641-000

Mr. Holmes asked what total amount was spent in addition to keep the filter plant operating for the past year and Mr. Denison explained that \$19,600 was for labor, \$4,300 for pension and about \$1,000 for meals. This will be addressed in the upcoming budget, in contingency for that purpose.

VOTE: Unanimous ayes; motion duly carried.

ITEM 15(b). Mr. Holmes moved a transfer of \$5,000 from Administrative & General Salaries to Laboratory Expenses, Water Division, seconded by Mr. Rys.

Mr. Holmes read the memo pertaining to this transfer.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

ITEM 16(a). Mrs. Bergamini moved a budget amendment of \$99,500 from Prior Retained Earnings to Uncollectible Accounts, Sewer Division, seconded by Mrs. Papale.

Mr. Denison explained that the Masonic Foundation Agreement was approved by the Council earlier this evening. Sometime in the last 1940's there was an agreement with Masonic Charity that they would not be charged any sewer use charge and sometime prior to 1982, the Water & Sewer Division started charging Masonic Charity Foundation water and sewer charges and up until March of 1982, Masonic Charity Foundation paid the water and sewer charges and stopped in March, 1982 but these billings continued to be sent out and Masonic paid the water portion but not the sewer portion. Unpaid balances were charged interest at the rate of 1 1/2% per month, 18% p.a. and after 90 days, lien charges billed, etc. Now an agreement recognizes only the bills for 9/1/86 and 3/1/87 as being due and payable to the Sewer Division and bills from 3/1/82 to 3/1/86 are sitting on accounts receivable and by virtue of this agreement are uncollectible. The total amounts to \$99,252.09 and sewer charges billed and unpaid as of today is \$61,298.64 and interest charged is \$37,658.70 and lien charges billed at \$294.75.

Mr. Denison felt that it is prudent at this point to realize that this \$99,252.09 is uncollectible by the Sewer Division.

VOTE: Unanimous ayes with the exception of Messrs. Adams and Killen who voted no and Mrs. Papale who voted no; motion duly carried.

ITEM 16(b). Mrs. Bergamini moved a transfer of \$18,000 from Employee Pension & Benefits, Sewer Division, as follows: \$12,000 to Power Purchased for Pumping \$ 1,000 to Maintenance of Structures & Improvements and \$ 5,000 to Miscellaneous General Expenses, seconded by Mrs. Papale.

Mrs. Bergamini read the letter accompanying this request.

VOTE: Unanimous ayes; motion duly carried.

ITEM 17. Mr. Rys moved to note for the record the Director's Report for Electric, Water & Sewer Divisions for the month of February, 1987, seconded by Mrs. Bergamini.

VOTE: Unanimous ayes; motion duly carried.

Chairman Gessert declared a brief recess which ended at 10:30 p.m. 271

ITEM 18. Mr. Holmes moved a transfer of \$49,015 from Contingency to \$10,000 to Miscellaneous Project Expenses, \$9,015 to Reroofing and Related Work and \$30,000 to Interior Work & Finishes, Parker Farms School, seconded by Mrs. Bergamini.

Mr. Killen questioned the cost of the roof and indicated that \$250,000 was already spent on the roof and Mr. Devine explained that part of the original bid specifications, replacing damaged panels and the fascia around the school building was called for and these areas were not able to be determined until the panels and fascia were removed, to ascertain what had to be done. Mr. Killen asked what is being spent on the roof, per se and Mr. Devine said the total working contract minus net of the replacement of the panels and the fascia was \$308,800 and that included an \$800 credit and now, a \$9,815 expense.

Mrs. Bergamini noted that Mr. Devine is requesting a Special Meeting to set a public hearing to amend Ordinance 343.

Mr. Gessert asked what the \$30,000 was for Interior Work and Mr. Devine said there are job change orders and some other expenses, things put out to bid originally, one ceramic tile repair and a purchase order for Design Distributors will be increased to include this work for the appropriate amount. Blackboards are being purchased on direct purchase, along with tackboards for \$7,500 and the rest of the boards will be refinished by volunteers. There are wire and code violations in the school that must be corrected and a bid is coming back next week on gym flooring.

VOTE: Unanimous ayes with the exception of Mr. Gessert who passed; motion duly carried.

Mr. Gessert said a request was made for a Special Meeting on April 24, 1987 and it cannot be held on that date. Mayor Dickinson said it will be necessary to know how much money is needed to amend the ordinance to include this amount in the title and he needs this information well in advance of the meeting. Mr. Gessert suggested that he be notified when all appropriate information is assembled and a special meeting can be scheduled immediately prior to a budget workshop.

Mr. Myers explained that Bob Devine must get the bids on 4/21/87 and a report must go from Bob to the Mayor and the Town Council with the committee's recommendation as to what the site work is going to cost. Mr. Myers has written a letter to the Bond Attorney and asked him to provide an ordinance title, leaving the amount blank, until a decision is reached between the committee and the Town Council as to what will be funded for site work at Parker Farms School and once that decision is reached, the amount can be filled in on the ordinance title and the process will be started in motion and then a special meeting can be held to set a public hearing for the ordinance and while that time is elapsing, Mr. Myers will meet with Bond Counsel and an amended ordinance will be drafted which will be submitted to the Town Council and the committee. Mr. Myers felt that a special meeting can be held to accomplish two things--settle on the amount of the site work to be funded and set a public hearing on the ordinance.

ITEM 19(a). Mr. Rys moved a transfer of \$12,500 from General Labor to Capital-Traffic Controller, fronting Central Fire Headquarters, seconded by Mr. Holmes. (Police Department)

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

ITEM 19(a). Mr. Holmes moved to waive the bidding procedure on the transfer of \$12,500 above and award the bid to Marlin Control, Danbury, CT, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

ITEM 19(b). Chief Bevan requested that \$419 from Capital to Telephone be removed from the agenda, leaving the \$500 request.

Mr. Holmes moved a transfer of \$500 from Capital to Office Supplies, Police Department, seconded by Mrs. Papale.

272

VOTE: Unanimous ayes; motion duly carried.

ITEM 19(c). Mr. Holmes moved a transfer of \$3,295 from General Wages to Crossing Guards, Police Department, seconded by Mr. Rys.

VOTE: Unanimous ayes; motion duly carried.

ITEM 19(d) ADDENDUM. Mr. Rys moved a transfer of \$4,733 from Patrol Division General Wages to Capital 001-2015-999-9905, seconded by Mr. Holmes.

Mr. Gessert referred to an article which appeared in the newspaper last week pertaining to police departments being able to identify potential suicides and he asked Chief Bevan to look into this, in addition to the equipment. Chief Bevan said the basic wiring is installed and equipment is needed from the cell block area into the intercom system. Mr. Polanski questioned the cost of \$4,733 just to hook up the cells to the console and he wondered if this entails more work. Chief Bevan explained that this is from the cell block in the booking area and the bid which was rejected was pushing \$7,000. Mr. Polanski does not understand how that small an installation can cost this much money. Mr. Polanski would like to know exactly what the bid required and what exactly is involved and Chief Bevan said the bid is in the Purchasing Department.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini who passed and Messrs. Killen and Polanski who voted no; motion duly carried.

ITEM 20(a). Mrs. Bergamini moved the following Fire Department transfer:

\$ 272 from Tires & Tubes 2031-400/4520
900 from Tires & Tubes 2037-400/4520
700 from Tires & Tubes 2038-400/4520
400 from Tires & Tubes 2039-400/4520, a total of
\$2,272 to Tires & Tubes 2032-400/4520, seconded by Mr. Rys.

VOTE: Unanimous ayes; motion duly carried.

Mr. Gessert had a concern with shipping these tires to Pennsylvania and having the wheels disappear and Chief McElfish said they are responsible for them.

ITEM 20(b). Mr. Holmes moved a transfer of \$250 from Utilities to Maintenance of Building, Fire Department, seconded by Mr. Polanski.

Mrs. Bergamini read the memo requesting this transfer and noted that the window casing will be installed by a fire fighter. (APPLAUSE)

VOTE: Unanimous ayes; motion duly carried.

ITEM 20(c). Mr. Holmes moved a transfer of \$200 from No Sick Leave Incentive to Training Replacement, Fire Department, seconded by Mr. Polanski.

VOTE: Unanimous ayes; motion duly carried.

ITEM 20(d). Mr. Holmes moved a transfer of \$1,800 from Utilities and \$1,900 from Gas, Oil & Diesel, a total of \$3,700 to Training-Technical College, seconded by Mr. Rys. (Fire Department)

VOTE: Unanimous ayes; motion duly carried.

ITEM 20(e). Mr. Holmes moved the following Fire Department transfer:

\$186 from Public Fire Safety Educational Supplies 2039-400/4290
\$202 from Public Fire Safety Educational Supplies 2037-400/4290
\$225 from Utilities 2036-200/2010
\$225 from Utilities 2038-200/2010
\$500 from Telephone 2032-200/2000
to the following accounts:
\$186 to Building Supplies 2039-400/4260
\$202 to Building Supplies 2037-400/4260
\$225 to Building Supplies 2036-400/4260
\$225 to Building Supplies 2038-400/4260
\$500 to Building Supplies 2032-400/4260, seconded by Mr. Polanski.

VOTE: Unanimous ayes; motion duly carried.

273

ITEM 20(f). Mr. Holmes moved a transfer of \$185 from C-Med Portable Radio to Floor Buffer (Loaner), Fire Department, seconded by Mr. Rys.

VOTE: Unanimous ayes; motion duly carried.

ITEM 20(g). Mr. Holmes moved a transfer of \$1,770 from Fire Fighting Gear and \$4,794 from Fire Fighting Gear/Pants NGH, a total of \$6,564 to Maintenance of Vehicles, Fire Department, seconded by Mr. Polanski. (amended to \$770 from Fire Fighting Gear) total of \$5,564 to Maintenance of Vehicles

Mr. McElfish said the bid received was for \$5,153 to put this vehicle in a roadworthy condition. Mr. Gessert suggested reducing the transfer request by \$1,000, reducing \$1,770 to \$770 and making the transfer amount \$5,564 and Chief McElfish agreed.

Mr. Polanski observed that there is approximately \$15,000 being transferred from Fire Fighting Gear which was budgeted last year and Chief McElfish said they got everything they requested.

There was some discussion about transferring the equipment box being transferred from one vehicle to another and Chief McElfish said this was tried once before and he would not like that experience again.

Mrs. Bergamini decided that she is not going to vote any more for a town ambulance and she feels that the time has come to give up the town ambulance since this was installed years ago when people had little or no hospitalization and this help was needed by the taxpayers at the time but there are private companies who respond now. Mrs. Bergamini further commented that this cost has escalated terribly over the years and an analysis should be made of the cost to the taxpayers.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini who voted no; and Mr. Rys who voted no; motion duly carried.

ITEM 20(h). Mrs. Bergamini moved a transfer of \$3,145 from Fire Fighting Gear 2036-999/9903 and \$1,548 from Fire Fighting Gear 2038-999/9901, a total of \$4,693 to Sick Replacement, Fire Dept., seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini who voted no and Mr. Holmes who was not present for the vote: motion duly carried

ITEM 20(i). Mr. Rys moved a transfer for the Fire Department:

\$1,240 from Fire Fighting Gear/Coats #2039-999/9901
\$1,398 from Fire Fighting Gear/Pants #2039-999/9903
\$ 916 from Fire Alarm System #2037-999/9906
\$ 340 from Fire Fighting Gear/Boots #2039-999/9902, a total of \$3,894 to Vacation Replacement 2032-100/1500, seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini who passed and Mr. Holmes who was not present for the vote; motion duly carried.

ITEM 21. Mr. Rys moved a transfer of \$12,000 from Pension Contribution to Professional Services, Town Attorney's Office, seconded by Mrs. Papale.

Attorney McManus explained that this was a case involving one of the numerous zone changes which occurred when the town was rezoned twice and this involved an acute combination and the bill went way beyond what was projected. Attorney McManus feels that better than half the time in the office this year has been spent on various zoning questions or activities generated out of zoning questions.

Mrs. Bergamini asked if funds could be obtained from somewhere other than Pension Contribution because she would like the percentage contributed in the next budget to come down and Mr. Myers said it will stay at 22% in the next budget.

VOTE: Unanimous ayes with the exception of Mr. Holmes who was not present; motion duly carried.

ITEM 22(a) through 22(e). Mr. Rys moved the following transfers for the Town Clerk's Office:
\$3,750 from Pension Contribution to Professional Services

\$ 575 from Pension Contribution to Office Supplies
\$7,200 from Pension Contribution to Microfilming for Storage
\$5,100 from Pension Contribution to Computerized Indexing
\$ 302 from Pension Contribution to MapReader Printer Lease
Mrs. Bergamini seconded the motion.

274

VOTE: Unanimous ayes with the exception of Mr. Holmes who was not present; motion duly carried.

ITEM 23. Mr. Rys moved to note for the record the financial statements of the Town of Wallingford for the month ended March 31, 1987, seconded by Mrs. Bergamini.

VOTE: Unanimous ayes with the exception of Mr. Holmes who was not present; motion duly carried.

Mr. Rys moved acceptance of the Town Council Meeting Minutes of March 24, 1987, seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Mr. Killen and Mrs. Papale who passed and Mr. Holmes who was not present for the vote; motion duly carried.

ITEM 24. Mr. Rys moved acceptance of the Town Council Meeting Minutes of April 2, 1987, seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini and Mr. Killen who passed, and Mr. Holmes who was not present for the vote; motion duly carried.

ITEM 25/ADDENDUM. Discussion and possible action to reorganize Community Lake Study Committee. Mr. Killen did not see anyone present from this committee and he felt that it should be tabled.

Mr. Killen moved to table discussion and possible action to reorganize Community Lake Study Committee, seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Mr. Holmes who was not present for the vote; motion duly carried.

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 11:23 p.m.

Meeting recorded by:
Susan M. Baron, Council Secretary

Meeting transcribed by:
Susan M. Baron and Delores B. Fetta

Approved David A. Gessert
David A. Gessert, Chairman

April 28, 1987
Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

April 28, 1987
Date