

TOWN COUNCIL MEETING

NOVEMBER 10, 1992

7:00 P.M.

AGENDA

1. Roll Call and Pledge of Allegiance
 - . Consent Agenda
 - a. Note for the Record Mayoral Transfers Approved to Date
 - b. Note for the Record Anniversary Increases Approved to Date
 - c. Consider and Approve Tax Refunds (#68-78) in the Amount of \$1,361.79 - Tax Collector
 - d. Consider and Approve Tax Refunds (#79-95) in the Amount of \$699.54 - Tax Collector
 - e. Note for the Record Financial Reports from the Wallingford Public Library, Visiting Nurse Association and Senior Citizens Center
 - f. Consider and Approve a Transfer of Funds in the Amount of \$15,500 from Contingency: Reserve for Emergency Acct. #001-8050-800-3190 to Recreation: Playscape Fencing Acct. #001-4000-999-9924 - Dept. of Parks and Recreation
3. Items Removed From the Consent Agenda
4. Approve and Accept Minutes of the 10/13/92 and 10/27/92 Town Council Meetings
5. Consider and Approve Appointing Dennis Lewis to the Position of Alternate on the Inlands Wetlands Commission
6. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
7. PUBLIC HEARING on an Ordinance Amending an Ordinance Appropriating \$1,195,000 for Various Municipal Capital Improvements 1990-91
(The purpose is to decrease the "Ward Street Ext. - Wharton Brook" appropriation and bond authorization from \$550,000 to \$450,000 and to appropriate and authorize the issuance of \$100,000 bonds for a new capital project entitled "Parkview Subdivision - Drainage Improvements").
8. Report Out by the Simpson School Study Committee
9. Discussion and Approval of Improvements to the Heating Plants in the Public Schools to be Supervised by the Board of Education
10. Remove From the Table to Consider and Approve Leases with the Wallingford Municipal Federal Credit Union and Public Access Television for Space Located at 88 S. Main Street

11. Consider and Approve Authorizing the Borrowing of Funds in the Amount of \$8,000 from the General Fund to Enable the S.C.O.W. Program to Operate Until Such Time as State Funds are Received - Program Planner's Office
12. Consider and Approve Amending the Recycling Agreement to allow for Minor Language Revisions, Provide for Proper Removal of Freon and to Recycle Appliances for a Thirty-Six Month Period - Program Planner's Office
- 13a. Consider and Approve Naming the Committee to Study the Feasibility of a Municipally-Owned Cable Television Company as Requested by Councilor Brian M. McDermott
- b. Consider and Approve Charging the Committee to Study the Feasibility of a Municipally-Owned Cable Television Company
14. Executive Session Pursuant to Section 1-18a(e)(2) of the Connecticut General Statutes Regarding the Following Matters:
 - a. Property Operating v. Town of Wallingford - tax appeal
 - b. Barberino v. Inland Wetlands and Watercourses Commission of the Town of Wallingford

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NOVEMBER 10, 1992

7:00 P.M.

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TOWN COUNCIL MEETING

NOVEMBER 10, 1992

7:00 P.M.

A meeting of the Wallingford Town Council was held on Tuesday, November 10, 1992 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order at 7:07 P.M. by Chairperson Iris F. Papale. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall with the exception of Mr. Solinsky who was at home ill. Mayor William W. Dickinson, Jr. arrived at 7:15 P.M. and Town Attorney Janis M. Small arrived at 7:12 P.M. Comptroller Thomas A. Myers was also present.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Motion was made by Mr. Doherty to Place the Following Items on the Consent Agenda to be Voted Upon by One Unanimous Vote of the Council, seconded by Mr. Parisi:

ITEM #2b Note for the Record Anniversary Increases Approved to Date

ITEM #2c Consider and Approve Tax Refunds (#68-78) in the Amount of \$1,361.79 - Tax Collector

ITEM #2d Consider and Approve Tax Refunds (#79-95) in the Amount of \$699.54 - Tax Collector

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

ITEM #3 Items Removed From Consent Agenda

ITEM #2a Note for the Record Mayoral Transfers Approved to Date

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen, no; all others, aye; motion passed.

ITEM #2e Note for the Record Financial Reports from the Wallingford Public Library, Visiting Nurse Association and Senior Citizen Center

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Mr. Killen pointed out the fact that the reports run so far behind each quarter and surpluses from each year are carried over to the next fiscal year for these entities. The auditors have asked that this procedure of carrying over the funds discontinue. It is possible for funds from 1990-91 to be carried over and into the 1992-93 budget.

Mr. Myers will look into this matter.

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

ITEM #2f Consider and Approve a Transfer of Funds in the Amount of \$15,500 from Contingency: Reserve for Emergency Acct. #001-8050-800-3190 to Recreation: Playscape Fencing Acct. #001-4000-999-9924 - Dept. of Parks and Recreation

Mr. Killen asked Mr. Shepardson why a surplus remained in his account?

Mr. Shepardson responded that work remains to be done on the field house and glazing of the interior walls will take place to discourage the painting and defacing of the property.

VOTE: Solinsky was absent; Killen, no; all others, aye; motion duly carried.

ITEM #4 Approve and Accept Minutes of the 10/13/92 and 10/27/92 Town Council Meetings

Corrections needed to be made to the minutes of October 13, 1992 so the Council decided to place them on the next agenda.

Motion was made by Mr. Doherty to Approve and Accept the Minutes of the 10/27/92 Town Council Minutes, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen, passed; all others, aye; motion duly carried.

ITEM #5 Consider and Approve Appointing Dennis Lewis to the Position of Alternate on the Inlands Wetlands Commission (appendix I & II)

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

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

Motion was made by Mr. Holmes to Move Agenda Item #9 Up to the Next Order of Business, seconded by Mr. Doherty.

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

ITEM #9 Discussion and Approval of Improvements to the Heating Plants in the Public Schools to be Supervised by the Board of Education

A copy of the public bids for work to be performed on the heating plants at each of the public schools were forwarded to the Council. These improvements included correction of code violations and replacement of burners and controls. An engineering study was performed dated March 1991 and bids were received based upon the work outlined in the engineering study (appendix III).

The Mayor felt that discussion should take place with the low bidder regarding a reduction in the work to be performed, especially with regard to Parker Farms School. Once a firm price on a reduced work schedule has been arrived at it will be necessary to authorize the sale of bonds to cover the expense. The Council will need to authorize the Board of Education to discuss this matter with the low bidder.

Mr. Holmes asked, what is the reduction in work at Parker Farms that is anticipated?

Mr. Gerald Powers, Building and Grounds Supervisor responded that the apparent low bid for Parker Farms was \$46,486. He is estimating that he will reduce that amount by approximately \$40,000. Each school was bid individually and the Board had the option to accept or reject any and all bids.

Mayor Dickinson explained that the engineering study was completed in March of 1991 and in the interim period some work has been performed already. That work was also in the bidding specifications. In addition, some work is not clearly necessary because Parker Farms in a fairly y renovated school.

There was confusion over the listing of public bidders since prices ranged from \$668,550. (George Ellis Co.) to \$28,550. (Sussex Mechanical Corp.).

Mr. Parisi felt that it was very confusing to make a decision on buying something that he cannot see. He does not know what the bid prices are for schools.

Mr. Powers apologized stating that there had been many meetings on this issue and he was under the impression that all the information surrounding the issue was public. The bid did come back broken down into each individual school. That information is available and can be forwarded to the Council. He explained that some prices were for all the schools and the Sussex Corp. bid strictly on Moses Y. Beach school. He was not sure why this occurred.

Mr. Zandri asked if the price of \$524,020 submitted by Benzoline Energy Company include all the schools?

Mr. Powers responded, yes. He stated that the cost of Parker Farms School will be subtracted from that figure, then the lower bidder at Moses Y. Beach will be taken.....just by doing those two things and actually interviewing we will reduce the cost down to \$463,137. there interviews will be held with the apparent lowest bidder. At that time discussion will center on the different things that have been done over the past two years at the schools, i.e., replacement of fire bricks, etc.

Mr. Holmes asked if any plans were put in place to maintain the heating systems?

Mr. Powers explained that it is a matter of philosophy. His is to maintain the equipment and buildings as they were originally built. It is a lot cheaper to do that on an ongoing basis than to wait until he has to come before the Council and ask for a large amount of money. The boilers are being opened up each summer and are periodically inspected by the Board's own employees as well as an outside concern that bid on this project.

Mr. Zandri asked how the project will be funded? Will the town assume it or will the increase be in the Board of Education's budget?

Mayor Dickinson responded that no matter where it is in the budget the

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town pays for it one way or another.

Mr. Zandri agreed that the town should take on the project to make sure it gets done, however it is not necessary that it is bonded.

Mr. Doherty asked if the funds previously approved by the Council in the amount of \$154,000 for Yalesville School covered the things that we are doing for the rest of the schools as far as the boilers for Yalesville? Are we doing the same thing there that they are doing over here plus more?

Mayor Dickinson responded, yes. He believes Yalesville is a replacement of the heating system that is there. It includes boiler, burners, basically an update of the entire heating system. He felt that Mr. Powers and Mr. McCully of Public Works can take a look to see if exactly what is being done there at Yalesville is also being covered here, in the work that was bid.

Mr. Doherty asked if the State will reimburse us?

Mr. Powers stated that the Superintendent of Schools is checking into it. He is under the impression that code updates are reimbursable.

Mr. Killen was upset with the fact that the Board of Education seems to get anything that they want. Their priorities are higher than the rest of the town, for instance, Simpson School.

Mayor Dickinson pointed out that code violations exist and that there are no backflow valves on the systems. We are not sure that Simpson School will be a viable site to use for a considerable amount of time. If it is not then we should patch it up as best we can and make plans to locate at a place that will serve the needs of the town for a longer period of time.

Mr. Killen stated that Simpson School also has code violations.

Mayor Dickinson added that if it turns out that the Simpson School Study Committee and Recreation Commission determine that the school can be a sight that will be used for the next ten to twenty years then it can certainly be looked at.

Motion was made by Mr. Doherty to Authorize the Board of Education to Negotiate with the Two Lowest Bidders on the Two Separate Projects, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Parisi, no; all others, aye; motion duly carried.

ITEM #7 PUBLIC HEARING on an Ordinance Amending an Ordinance Appropriating \$1,195,000 for Various Municipal Improvements 1990-91

The purpose is to decrease the "Ward Street Ext. - Wharton Brook" appropriation and bond authorization from \$550,000 to \$450,000 and to appropriate and authorize the issuance of \$100,000 bonds for a new capital project entitled, "Parkview Subdivision - Drainage Improvements"

Motion was made by Mr. Doherty to Dispense with the Reading of the Ordinance in its Entirety and Append a Copy to the Town Council Minutes and to Approve Amending the Ordinance, seconded by Mr. Parisi (appendix IV).

Mr. Alexander Wishnafski, 14 Parkview Road pleaded with the Council to approve the funding to repair the sewers and lines. The anxiety, cost and aggravation of cleaning his home, basement and yard after every storm is too much to bear. He was speaking on behalf of several other residents of Parkview Road as well. If the road is to be dug up the residents requested that the town not chip-seal the surface.

Mr. Edward Musso, 56 Dibble Edge Road asked why there is no money to fix the Parkview area and why there was a surplus from the Wharton Brook project? Was it overestimated?

Mr. Costello responded, in effect, yes. The Ward Street project came in considerably less than the consultant's estimate. It was a time when the construction prices were dropping. He was happy to see the surplus used for a good purpose. He spoke in favor of chip-sealing the road.

Ms. Papale asked Mr. Costello if the \$100,000 will include re-surfacing the road?

Mr. Costello answered, yes.

Ms. Papale asked what type of product will be used on the surface?

Mr. Costello answered, bituminous pavement (asphalt).

Mayor Dickinson stated that originally \$140,000 was designated for this project, however, due to the extensive relocation of the sewer and water lines it has pushed the price for this project up an additional \$100,000. We had expected this project to be completed much earlier this year. Mr. Costello has run into design problems which has lengthened the time for which this project was expected to take. He apologized for the inconvenience to the residents in the area.

Mr. Killen recommended that a certain amount of money be set aside every year in the budget for drainage work. There are many problems with drainage in the town that need to be addressed. He pointed out that the \$140,000 was the only amount allocated in this current budget for the entire fiscal year for drainage work.

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

PUBLIC QUESTION AND ANSWER PERIOD

Mr. Edward Bradley, 2 Hampton Trail asked what the plan of the Public Utility Commission was with regards to alternative power sources. Mr. Raymond Smith had stated at a P.U.C. meeting a few months ago that he would be making a presentation to the Council by the end of October on the issue. Our contracts with Northeast Utilities expires by the end of this year.

Mayor Dickinson stated, one week ago he was informed that they were close to

finalizing a deal but, to his knowledge, he has not received word that they have finalized the contracts. Issues were still being discussed with Northeast.

Mr. Bradley asked if we were foregoing the life-of-unit contracts and an affiliation with CMEEC?

Mayor Dickinson responded, no. The terms of the life-of-unit contracts is what is being discussed with Northeast Utilities now. Once Mr. Smith has a finalized draft he wants to come in and give his recommendations to the Council. He feels that Mr. Smith will most likely approach the Council in December.

Mr. Bradley felt that it was unfair to present the Council with the information a few weeks prior to the contract expiring and ask them to make a decision. It is a major policy issue.

Mayor Dickinson was not sure if a decision has to be made by the Council in December. It will be presented and the Council will have a period of time it deems sufficient to review the matter. He did not think there was a necessity to vote on the matter at the very same meeting that it was presented. If there is a stalemate and no contract that Mr. Smith is able to recommend then we would continue with the current situation and deal with any requested rate increases from Northeast as we have in the past.

Mr. Edward Musso, 56 Dibble Edge Road complained about the new microphones are not amplifying loud enough due to the fact that they are shorter and not as close to the Councilors. He suggested the Council discontinue waiving Rule V of the Council procedures which will shorten the meetings.

ITEM #8 Report Out by Simpson School Study Committee

Motion was made by Mr. Doherty, seconded by Mr. Holmes.

A copy of the report is attached to these minutes (appendix V).

Mr. Edward Gervaise, 22 Martin Ave., Chairman of the Simpson School Study Committee and Edward Bradley, 2 Hampton Trail, Committee Member reported out to the Council.

Mr. Bradley stated that the committee has met four times and gave an explanation of what has been accomplished to date and what yet remains to be done. The three main areas of concern were a new roof, heating system and windows.

The building itself is structurally sound but unless repairs are not done soon there will be serious deterioration.

Parking and traffic problems continue to exist. There are sixty parking spaces in the lot in back of the building. Although the study is continuing, there is still not enough space with the programs that are being held in the building. Without more space the problems will continue to exist. Many programs have been moved off site, i.e., bus trips are now scheduled from the town hall; the summer program Penny Carnival has moved

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to Doolittle Park; Second Stage Theatre now uses the old Yalesville Fire House, etc., which has helped somewhat with the traffic program.

Mr. Gervaise explained that a rough list of the number of vehicles that travel up and down Martin Avenue was compiled by neighbors and it was found that as few as thirty-four traveled the road on Saturday to up to 640 people using it on Tuesday, a peak day. These figures deal strictly with Park and Recreation programs and do not include any projections from the other five agencies that are in the building. Parking and Traffic is the major concern. There is also a concern that fire and police equipment will not be able to get to the elderly housing unit when there is a function taking place at the school. Per week a total of 3,000 people travel in and out of Martin Avenue for Park and Recreation Programs. He pointed out that the preliminary report released from the petition by the residents of Martin Avenue stated that there was no problem with the traffic or speeding. Mr. Gervaise pointed out that the data was compiled in August when none of the programs from the Park and Recreation Department as well as other agencies were being held due to the summer season.

An inspection was conducted by George Yasensky, Sanitary Inspector, Henry McCully, Superintendent of Public Works and Stan Shepardson, Director of Parks and Recreation on October 15, 1992. At that time no friable asbestos material was found in the building.

Some residents were concerned about the air quality of the building and left with Mayor Dickinson the name of an air quality testing firm in North Haven who offered to perform the service for free with Mayor Dickinson. The Mayor gave that information to Mr. Yasensky and was not whether or not George has contacted them. He reminded the committee that testing has to be performed with some sort of standard. The only standards the Mayor is aware of is O.S.H.A. standards.

Mrs. Duryea stated that the Youth Service Bureau has informed her that at least eight times a season there is no heat in the building. The heating system needs to be addressed.

Zandri suggested eliminating parking on one side of the street to leave room for traffic and emergency vehicles.

Mr. Gervasi explained that there are multiple dwelling homes on the street and this would restrict parking for these individuals.

Mr. Zandri felt that the emergency vehicle issue was very important, especially for the multi-family units.

Mr. Gervasi responded that a problem did not exist with traffic, parking or emergency vehicles until the recreation department moved there.

Mr. Zandri explained that it was an immediate solution to a potential safety problem. All the problems need to be addressed as a whole. Any problem can be solved if there is a will to solve the problem.

Mr. Holmes asked, how long does the committee consider it will be studying this issue?

Mr. Bradley referred to the charge by the Council to report before them every sixty days with a final report due back from the Council in six months from the August 11, 1992 date. He did not anticipate it taking six months.

Mr. Holmes felt that the committee should take on an additional charge of looking for another site and/or new building. He felt that it was a waste of time researching Simpson School and was of the opinion that we should focus on the direction of finding a building that is located in another area of town or perhaps, if necessary, build a new building.

Mr. Bradley responded that all the thoughts, ideas, suggestions, recommendations, etc., has to be brought to the table. It is common knowledge that the Wallingford Youth Hockey League is looking at a possible site for an ice rink. There is also mention of sale of Simpson School and moving Park and Recreation to an open facility in the town which may or may not be viable. All cards have to be put on the table and a comprehensive plan arrived at for all to work at.

Mr. Killen stated that if the residents want the building sold what is to prevent another occupant from causing the same parking and traffic problems in the area. What makes those residents think that the town will enforce the parking regulations when they, themselves, were in violation of them? He asked, if there were one way traffic going in and around the building would that alleviate the problem?

Mr. Gervasi responded that it would eliminate half of the traffic. He was not sure if that solution would be acceptable to Mr. Nere due to the fact that housing authority property is involved.

Mr. Bradley referred to two pages of Planning & Zoning minutes from July of 1989 in which residents raised questions surrounding adequate parking spaces. Apparently they went unheard.

Mrs. Duryea stated that she, as a committee member, would like to finish the charge assigned by the Council. She would not mind, if all the other committee members did not either, investigating a cost comparison of renovating Simpson School with parking spaces vs. a building in some other location. As a standing committee she would like them to be given the respect of being kept informed of all other issues taking place that could effect the work of the committee. They have been hearing of many things being discussed and reviewed without them being involved.

The suggestion of building a new facility was made by Diana Hotchkiss. She felt that the land behind Community Pool would be conducive to the structure.

Ms. Johanna Fishbein was of the opinion that sharing the recreation department's programming with the new Boy's Club will not work as someone had suggested. It will only be a matter of time before the Boy's Club expands.

Mr. Doherty and Ms. Papale thanked the committee for their hard work to date.

The Chair declared a ten minute recess.

ITEM #10 Remove From the Table to Consider and Approve Leases with the Wallingford Municipal Federal Credit Union and Public Access Television for Space Located at 88 S. Main Street

Motion was made by Mr. Doherty to Remove Item #10 From the Table, seconded by Mr. Parisi.

Motion was made by Mr. Doherty to Approve the Leases and Append Copies to the Town Council Minutes, seconded by Mr. Parisi (see appendix VI).

Mr. Richard Cassella, President of the Credit Union explained that changes were made at the last Town Council meeting of which were submitted to the Board of Directors for approval. Those changes were incorporated in the revised lease.

Mr. Killen made a motion that the Language "Second Extension Period" be removed from Page #2 and any other place that it may appear in the lease, seconded by Mr. Doherty.

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

Mr. Killen felt that since the Council is entering into the lease then the Council is the responsible body for all the terms in the lease. He did not feel that the Mayor should be designated as the landlord if the Council is the responsible body.

Motion was made by Mr. Killen to Designate the Town Council as the Landlord of 88 S. Main Street to Appear on Page #15 of the Lease, seconded by Mrs. Duryea.

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

Motion was made by Mr. Doherty to Approve the Lease with the Wallingford Municipal Federal Credit Union with Various Amendments for Space Located at 88 S. Main Street with the Mayor Giving Authority to Sign on Behalf of the Town, seconded by Mr. Parisi.

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

Mr. Doherty made a motion to Consider and Approve a Lease with the Public Access Television for Space Located at 88 S. Main Street at a rate of \$165.00 per month for a Five Year Term with the Mayor Being Given the Authority to Sign on Behalf of the Town, seconded by Mr. Parisi.

Darryl Nylander, President of the Public Access Group, Mark Moynihan, Board Member and David Burkhardt, Past President and current Board Member were on hand to discuss the issue.

Mr. Nylander requested that the Council reconsider the amount of rent to be paid by the organization. He gave all Councilors a copy of his budget so they could visualize the impact the rent would have on it.

It must be noted that the original rental fee agreed upon by the Public

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Access Group and the Council was \$100 per month. The increase in rental fee was a result of the fact that room #1 at 88 S. Main Street was found to be insufficient in size. An additional room has been added. The square footage of the first room was 228 sq. ft. and the square footage of the second room was 150 sq. ft. This increased the rental fee \$65 per month.

Mr. Nylander stated that he was of the belief that the rent would be \$1 per year, similar to the rest of the public access associations throughout the surrounding towns.

Mayor Dickinson's explanation for the rental fee was based on liability reasons. It helps to insulate the town from any lawsuits which may result from something being aired on public access. Providing a site for public access carries with it liability. If someone should feel that they are defamed or suffer a business loss of some kind because of something aired over the broadcast facility, the chances are that they will look for someone to sue.

Mr. Nylander explained that our town is unique in that we will have three stations. Our town was the only one that had a unique problem. The library had the municipal channel which should have been shared with public access. They did not want to put it on because they were afraid the library would be sued even though the channel is supposed to be shared. In January, once 88 S. Main Street is done we will not have the problem.

Mr. Parisi asked what arrangements do the other towns have that they can only charge the public access group \$1.? Wouldn't they have the same legal concerns as we do?

Mayor Dickinson answered that, in general, he does not try to follow what anyone else does. There is an exposure and he doesn't see why the town or taxpayers should be threatened anymore than necessary with that exposure. It has to be taken into consideration that a great deal of money is being spent on providing a site.

Mr. Parisi asked if other towns would have the same liability factor?

Mayor Dickinson responded, they should. A cable company is exempt from any lawsuit arising from the airing of something on public access. No other entity is exempt. Municipalities and the organizational entities, corporations that are actually the public access groups, are not exempt. If others are doing it in other ways they will have to justify that.

Much discussion ensued on the issue until Mr. Doherty amended the motion to read that the Council Approve the Lease with the Public Access Group for a Sum of \$165.00 Per Month for a Term of Five Years and that Page 12. Item #3 Reflect that the Town Council is the Landlord of the Building, seconded by Mr. Parisi.

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

Mr. Holmes made a motion to Charge the Public Access Television Group a Sum of \$100 Per Month for Space Located at 88 S. Main Street for a Term of Five Years, seconded by Mrs. Duryea.

VOTE: Solinsky was absent; Holmes, aye; all others, no; motion failed.

Motion was made by Mr. Doherty to Approve the Lease as Amended, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Holmes, no; all others, aye; motion duly carried.

ITEM #13 Motion was made by Mr. Doherty to Move Agenda Items #13a & #13b Up to the Next Order of Business, seconded by Mr. Holmes.

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

ITEM #13a Consider and Approve Naming the Committee to Study the Feasibility of a Municipally-Owned Cable Television Company as Requested by Councilor Brian M. McDermott

Motion was made by Mr. Doherty to Submit the Following Names Into the Record to Constitute the Committee, seconded by Mr. Holmes

Robert Avery	Scott Hanley
Robert Thompson	Jim Fitzsimmons
Tim Wall	Steve Hacku
Gerry Labriola, Jr.	Ray Rys
Gail Powell	Richard Gelgauda

One additional name will be submitted by Mr. Solinsky who was ill this evening.

VOTE: Parisi and Solinsky were absent; all others, aye; motion duly carried.

ITEM #13b Consider and Approve Charging the Committee to Study the Feasibility of a Municipally-Owned Cable Television Company

Motion was made by Mr. McDermott to Set the Charge as Follows: To Study Feasibility of a Municipally-Owned Cable Television Company and to Report Back to the Council within Six Months, seconded by Mr. Holmes

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

ITEM #11 Consider and Approve Authorizing the Borrowing of Funds in the Amount of \$8,000 from the General Fund to Enable the S.C.O.W. Program to Operate Until Such Time as State Funds are Received - Program Planner's Office

Motion was made by Mr. Doherty, seconded by Mr. Holmes.

Mr. Doherty read correspondence from Mr. Roe into the record (appendix VII).

VOTE: McDermott, Parisi and Solinsky was absent; Killen, no; all others, aye; motion duly carried.

ITEM #12 Consider and Approve Amending the Recycling Agreement to Allow for Minor Language Revisions, Provide for Proper Removal of Freon and and to Recycle Appliances for a Thirty-Six Month Period - Program Planner's Office

Motion was made by Mr. Doherty to Approve Amending the Agreement and to Dispense with the Reading of the Agreement and Append it to the Minutes of the Town Council Meeting, seconded by Mr. Holmes (appendix VII).

Mr. Roe explained that the Clean Air Act Amendment was signed into law recently. Part of that amendment requires that refrigerant be extracted from air conditioners, freezers, refrigerators, dehumidifiers prior to them being recycled. The scrap metal dealers throughout the state then suspended, back in late spring, taking any of those materials that were delivered to them by companies collecting those type of products. We had to consequently temporarily suspend taking those products at the recycling center and began to look for ways to solve the problem. There are basically three solutions. The solution that is being recommended to the Council is one that would entail a solution provided by our current vendor. That solution entails a contract amendment where we would pay them an additional \$40 per month to properly remove the freon from refrigerators, air conditioners and those other products that come to the recycling center.

Mr. Killen asked if we are selling the refrigerators and if so, where are we selling them for scrap metal until we are told we can no longer do so?

Mr. Roe responded that they were placed in the scrap metal pile. Our vendor was taking them to Schiavone. We were not selling them.

Mr. Mario Tolla, Recycling Committee Member stated that his committee shopped around and the prices varied from \$5 per unit to \$25 per unit for someone to extract the freon from all the units.

Mr. Walt Sawallich, Jr. commended the recycling program in town. He brought up the point once again of issuing stickers to all town residents for the recycling center. Out-of-towners continue to visit the site.

Mr. Zandri agreed that stickers could be handed out at the center to residents as they enter. They could be a different color than those of the landfill. Residents could be asked to produce proof of residency along with insurance.

Mrs. Duryea also agreed with the suggestion.

The Council felt that the Program Planner should look at amending the recycling regulations to address the issue of recycling center permits and to come back to the Council at a later date with the proposed amendments.

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

ITEM #14 Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes Regarding the Following Matters:

- a. Property Operating v. Town of Wallingford - Tax Appeal
- b. Barberino v. Inland Wetlands and Watercourses Commission of the Town of Wallingford

Motion was made by Mr. Doherty to Move Into Executive Session, seconded by Mr. Parisi.

VOTE: Duryea and Solinsky were absent; all others, aye; motion duly carried.

Motion was made by Mr. Doherty to Exit the Executive Session, seconded by Mrs. Duryea.

Mr. Holmes and Mr. Parisi left during executive session.

: Holmes, McDermott, Parisi and Solinsky were absent; all others, aye; motion duly carried.

Motion was made by Mr. Doherty for the Town Attorney to Proceed with the Two Cases as Discussed in Executive Session and to Settle the Property Operating v. Town of Wallingford Case, seconded by Mrs. Duryea.

VOTE: Holmes, Parisi and Solinsky were absent; all others, aye; motion duly carried.

Motion was made by Mr. Doherty to Adjourn the Meeting, seconded by Mrs. Duryea.

VOTE: Holmes, Parisi and Solinsky were absent; McDermott, no; all others, aye; motion duly carried.

There being no further business, the meeting adjourned at 11:09 P.M.

Meeting recorded and transcribed by:

Kathryn F. Milano
Kathryn F. Milano, Town Council Secretary

Approved by: *Iris F. Papale*
Iris F. Papale, Chairperson

December 8, 1992
Date

Kathryn J. Wall
Kathryn J. Wall, Town Clerk

December 8, 1992
Date

Appendix I

59 Constitution Street
Wallingford, Conn. 06492
November 9, 1992

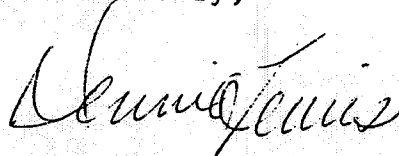
Dear Members of the Town Council,

My name is Dennie Lewis and I am interested in the position of alternate on the Inlands Wetlands Committee. I look forward to an opportunity to serve the Wallingford community as a member of this commission.

I grew up in the town of Wallingford and I have always been interested in the land in our town. Years ago, I operated a stable in east Wallingford.

Thank you for considering me for service to our town in this capacity.

Sincerely,



269-4820

TOWN COUNCIL CHAIRMAN, IRIS PAPALE
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492

THE WALLINGFORD TOWN COMMITTEE HAS RECOMMENDED AND APPROVED
THE APPOINTMENT OF DENNIS LEWIS FOR THE VACANCY ON INLAND
WETLANDS AS AN ALTERNATIVE WHOSE TERM WILL EXPIRE 3/1/93.

RESPECTFULLY,



PHILIP WRIGHT
CHAIRMAN

Appendix III



OFFICE OF THE MAYOR
TOWN OF WALLINGFORD
CONNECTICUT

WILLIAM W. DICKINSON, JR.
MAYOR

November 4, 1992

Wallingford Town Council
Wallingford, CT 06492

ATTN: Iris F. Papale, Chairperson

Dear Council Members:

Attached please find public bids received on work to be performed on the heating plants at each of the public schools. These improvements included correction of code violations and replacement of burners and controls. An engineering study was performed dated March 1991 and bids were received based upon the work outlined in the engineering study.

At this time there is need for the Council to authorize the Board of Education to move ahead with the project. We must discuss with the low bidder a reduction in the work to be performed, especially with regard to Parker Farms School. Once we have a firm price on a reduced work schedule, it will be necessary to authorize the sale of bonds to cover the expense. The first step is to authorize the Board of Education to discuss this matter with the low bidder.

Thank you for your attention.

Sincerely,

William W. Dickinson, Jr.
Mayor

jms

cc: Dr. J. Cirusuolo

BOILER RENOVATIONS AND BOILER ROOM EQUIPMENT REPLACEMENT

TOWN OF WALLINGFORD
PUBLIC BID NO. 91-276

BOARD OF EDUCATION

JULY 22, 1992, 3:00 P.M., PLT

BENZOLINE ENERGY COMPANY dba CONNECTICUT REFINING
West Haven, CT
DUGAS ENTERPRISES, INC.

Newington, CT
THE GEORGE ELLIS COMPANY OF NEW HAVEN
New Haven, CT
SUSSEX MECHANICAL CORP.

North Haven, CT

PREVAILING WAGE RATES APPLY.....

\$524,020.00 \$658,115.00 \$668,550.00 \$33,800.00* *raises 1/2 each only*

PREVAILING WAGE RATES DO NOT APPLY.....

\$620,840.00 \$668,550.00 \$28,550.00*

* SEE PROPOSAL

ALTERNATES OR EXCEPTIONS.....

None None SEE PROPOSAL

"NO BIDS" RECEIVED:

- All State Boiler Work, Inc.
- Barry Associates, Inc.
- Connecticut Boiler Repair
- HaVAC Control Systems, Inc.

92 AUG 12 11:10:48

ROBINSON & COLE

Joseph P. Fasi
Hartford
203-275-8240

October 23, 1992

Appendix IV

Law Offices

One Commercial Plaza
Hartford, CT 06103-3597
203-275-8200
Fax 203-275-8299

Financial Centre
695 East Main Street
P.O. Box 10305
Stamford, CT 06904-2305
203-964-1200
Fax 203-359-8576

Mr. Thomas A. Myers
Comptroller
Town of Wallingford
45 South Main Street
Wallingford, CT 06492

Re: An Ordinance Amending An Ordinance Appropriating \$1,195,000 For Various Municipal Capital Improvements 1990-1991 And Authorizing The Issue Of \$1,195,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issue Thereof The Making Of Temporary Borrowings For Such Purpose

Dear Mr. Myers:

Enclosed please find the captioned ordinance.

By copy of this letter, I am requesting the Town Clerk to send me one certified copy of all of the proceedings as they appear in the Town Record Book, and two newspaper affidavits of the publication of the Notice of Public Hearing and the Notice of Enactment. A form of the Notice of Public Hearing is enclosed for the Clerk's convenience.

Very truly yours,


Joseph P. Fasi

JPF/ahw
Enclosure

cc: Honorable William W. Dickinson, Jr., Mayor
Ms. Kathryn J. Wall, Town Clerk
Janis Small, Esq., Town Attorney

AN ORDINANCE AMENDING AN ORDINANCE APPROPRIATING \$1,195,000 FOR VARIOUS MUNICIPAL CAPITAL IMPROVEMENTS 1990-1991 AND AUTHORIZING THE ISSUE OF \$1,195,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. Section 1 of an ordinance entitled "An Ordinance Appropriating \$1,195,000 For Various Municipal Capital Improvements 1990-1991 And Authorizing The Issue Of \$1,195,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issue Thereof The Making Of Temporary Borrowings For Such Purpose", enacted by the Town Council on July 10, 1990 and approved by the Mayor on July 12, 1990, is amended to decrease the Ward Street Ext.-Wharton Brook appropriation and bond authorization by \$100,000, from \$550,000 to \$450,000, and to add an appropriation and bond authorization for Parkview Subdivision-Drainage Improvements in the amount of \$100,000, thereby making said Section read as follows:

"Section 1. The sum of \$1,195,000 is appropriated for municipal capital improvements 1990-1991 as set forth hereinafter and for administrative, printing, legal and financing costs related thereto, said appropriation to be inclusive of any and all State and Federal grants-in-aid thereof.

Roadway Reconstruction

Toelles Road Rte. 5 to Quinnipiac River	\$ 500,000
Pond Hill Road Railroad Crossing Improvements	100,000
Parkview Subdivision- Drainage Improvements	100,000

Bridge Repair/Replacement

Ward Street Ext.-Wharton Brook	450,000
Wall Street-Wharton Brook (engineering phase only)	20,000
Pond Hill Road-Wharton Brook (engineering phase only)	<u>25,000</u>
Total	<u>\$1,195,000</u>

The amount authorized to be expended for each purpose shall not exceed the amount set forth opposite each purpose, provided that, the Town Council may by resolution transfer unexpended funds among purposes, so long as the aggregate amount of the appropriation and bond authorization shall not be increased.

The authorization regarding the Park View Subdivision-Drainage Improvement is in addition to \$140,000 budgeted in the 1991-1992 General Fund budget for capital improvements."

Section 2. The ordinance is further amended by the addition thereto of Section 8, as follows:

"Section 8. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town of Wallingford (the "Issuer") hereby expresses its official intent pursuant to §1.103-18(f) of the Federal Income Tax Regulations, Title 26, to reimburse expenditures paid after the date of passage of this ordinance in the maximum amount and for the capital projects defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Issuer. The Bonds shall be issued to reimburse such expenditures not later than one year after the later of the date of the expenditure, or the substantial completion of the project. The Issuer hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Comptroller or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration. This declaration shall be made available in the office of the Clerk for public inspection within thirty days of its passage, and any amendment shall be made available for public inspection within thirty days of such amendment."



SIMPSON SCHOOL STUDY COMMITTEE

Interim Report first two months.

I. Needs for fixing up the building by area

Parks and Recreation (new building)

1. New roof
2. New Heating system
3. New Windows

Youth Services (old building)

1. New Heating system
2. New Windows
3. New roof

Will partially bricking up windows reduce maintenance and heat loss?

The building is structurally sound, but unless repairs are not done soon there will be serious deterioration

II. Parking and traffic problems still exist.

- There are 60 parking spaces in the lot in back of the building, Study is continuing, but with the programs going on in the building this is not enough space. Without more space the problems will continue to exist.
- Police did a traffic study in August when few of the Parks and Rec programs are run. A new study is being done the week of October 19.
- Looked at relocating playground equipment from the east side of the existing parking lot along with some privately owned land for parking expansion.

III. Tenants other than Parks and Recreation

1. Visiting Nurses

Cause traffic and parking problem especially when they have special checkup programs.

2. Wallingford Community Day Care

Have had money approved for a new facility. Move in 93 or 94?

3. Big Brothers/Big Sisters

Only an office with two people, but are crowded and would like a bigger room.

4. Holiday for Giving

Have a double room. Are supposed to move to the basement of 88 So. Main St after the first of the year.

5. Youth Services Bureau

Have five rooms plus two conference rooms.

Two rooms are for the directors office and reception room.

One room for program coordinator and two part time staff. Teens in Town, Public Relations and Community Service run from this office.

One room is used by the probation Officer four days and Youth Services one day per week.

One room and one conference room are shared part of each day with the Alternative School.

The conference room used by the alternative school is also used as a community meeting room, The other conference room is used for Youth Service programs.

IV. Programs to be housed elsewhere.

1. Major sign up programs will be held away from Simpson. On October 20 between 6:00 and 8:00 PM 800 skating tags were sold at Sheehan High School. During this time there were enough programs running at Simpson that the parking areas were still crowded.
2. Bus trips are now scheduled from the Town Hall.
3. The summer program Penny Carnival was moved to Doolittle Park.
4. Second Stage Theater now uses the old Yalesville Fire House.
5. Dog Obedience Classes, Karate, and weight lifting are now at the old Washington St. School.
6. The Recreation Dept has started looking at alternative locations for holding their dances. Some of the places are too small and most are fully booked for this year. The Dept is looking into what can be done for the 1993-4 program schedule.



Town of Wallingford, Connecticut

D. B. SMITH M. D.
DIRECTOR OF PUBLIC HEALTH
GEORGE YASENSKY R. S.
REGISTERED SANITARIAN

DEPARTMENT OF HEALTH
WALLINGFORD, CONNECTICUT 06492
PHONE: 294-2065

IN MEMORIAM

DR. MARK T. SHEEHAN
DR. JOHN T. SPIGNESI
MR. JOSEPH BARBERINO

October 16, 1992

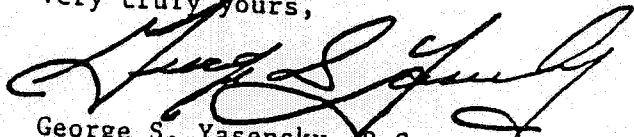
Mrs. Susan Duryea, Council Person

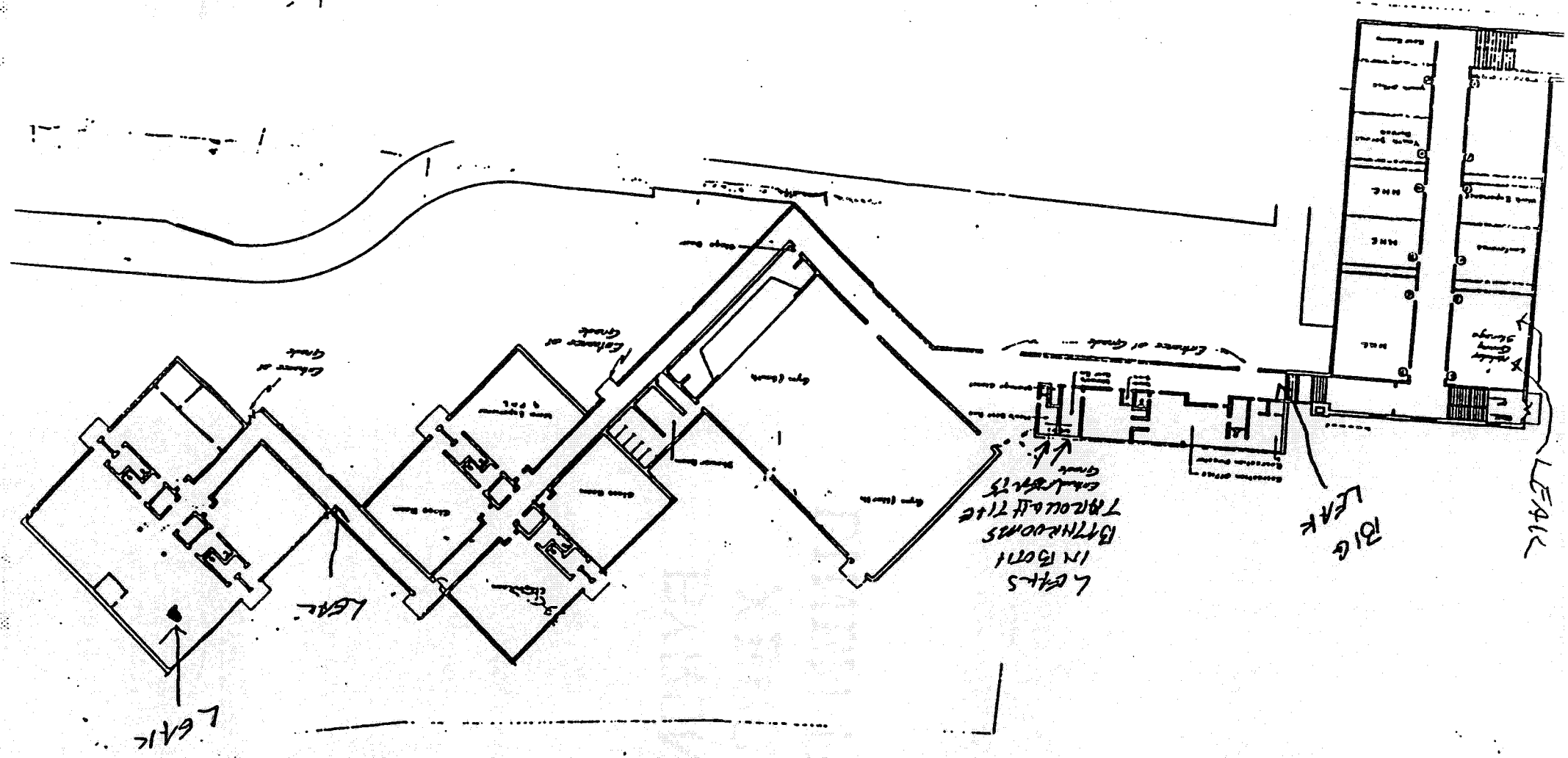
Dear Susan:

Concerning Simpson School and the asbestos controversy, please note the following:

1. Areas of concern should be of friable conditions on asbestos wrapping of heating pipes and boilers, etc.
2. A physical inspection of the building was made by George Yasensky, R.S., Henry McCully, of Public Works, and Stan Shepardson, of the Recreation Department, on 10/15/92. At that time no friable material was found in the building.
3. All ceiling tiles are asbestos free, documentation on file at Public Works.
4. No Mandates, State or federal for removal of asbestos for buildings other than Schools.
5. If friable areas are found on asbestos covered pipes, an approved wrap can be used or the asbestos can be repaired with asbestos.
6. All pertinent regulations deal with removal, transportation and disposal.

Very truly yours,


George S. Yasensky, R.S.
Sanitary Inspector





Town of Wallingford, Connecticut

TOWN ATTORNEY Appendix VI
JANIS M. SMALL

ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL

CORPORATION COUNSEL
ADAM MANTZARIS

DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE 294-2140

November 4, 1992

William W. Dickinson, Jr., Mayor
Town of Wallingford
45 South Main Street
Wallingford, CT 06492

RE: 88 South Main Street Leases

Dear Mayor Dickinson:

You will recall the captioned matters were tabled by the Town Council in order that certain questions raised by the Council be addressed and in order that certain changes suggested by the Credit Union be incorporated. Since that meeting a change in the amount of space to be leased to Public Access tenant was agreed upon and incorporated in its lease. Following are the changes from the leases as originally presented to your office and to the Town Council.

CREDIT UNION

1. Rent: Annual percentage increases in the rent eliminated. The rent increases in the five year renewal periods were amounts suggested by the Credit Union.

2. Renewal Periods: A second five-year option to renew was added.

3. Repairs and Alterations: The Special Improvements were made subject to the consent of the Landlord.

4. Tenant's Covenants: Added that Tenant directly purchases oil if that becomes the heating agent for the premises.

5. Landlord's Covenants: Added that Landlord removes the trash from the building, plows the snow, lights the exterior areas and provides signage for the building giving the public notice of the occupants.

William W. Dickinson, Jr., Mayor

November 4, 1992

Page Two

6. Holding Over: Specified that any holding over is on the last year's terms to clarify a question raised by the Council.

7. Miscellaneous Provisions: Provided that the Office of the Mayor would be the authority for consenting to tenant improvements and to signage details. Since such matters usually require decisions in the field, so to speak, the tenant and this office thought the Mayor could most expeditiously make those decisions. Tenant's right of first refusal was made subject to certain events where such right would not exist to clarify a question raised by the Council.

PUBLIC ACCESS

1. Tenant: The name was changed to reflect that the tenant is in the process of being incorporated.

2. Premises: Increased the demised premises to include a second room on the second floor.

3. Rent: The rental increase for the initial five-year term was arrived at by dividing the square footage (228) of the original demised premises into the annual rental (\$1,200.00) and using the \$5.25 charge per square foot to determine that the second room of 150 square feet would generate a charge of \$780.00 annually. The \$780.00 was rounded off to produce a combined amount of \$1,980.00, evenly divided into twelve installments of \$165.00 each.

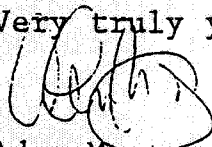
4. Renewal Periods: Left to future negotiations by agreement of the tenant.

5. Other Changes: The other changes from the initial lease presented to your office and to the Town Council were similar to the changes made in the revised lease to the Credit Union, as noted above, with the exception that Public Access was not given a right of first refusal to purchase the premises.

William W. Dickinson, Jr., Mayor
November 4, 1992
Page Three

If the Council approves, the motion should include authority for you to sign on behalf of the Town.

Very truly yours,



Adam Mantzaris
Corporation Counsel

AM:da

Enclosures

L E A S E

THIS LEASE made this _____ day of November, 1992, by and between the TOWN OF WALLINGFORD, hereinafter "Landlord," and the WALLINGFORD MUNICIPAL FEDERAL CREDIT UNION, hereinafter "Tenant."

W I T N E S S E T H :

ARTICLE I

PREMISES

Landlord, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid and performed, hereby demises and lets to the Tenant the first floor, hereinafter "Demised Premises," of the property known as 88 South Main Street, Wallingford, Connecticut, hereinafter "Office Building."

ARTICLE II

TERM

Landlord and Tenant acknowledge that the Demised Premises are not yet available for occupancy, but agree that the commencement date of this Lease shall be on the date first above written except that the Tenant shall not be responsible for performance of any of its

4550 WALLINGFORD CT 06495 • 203-294-2140 • JAMES R. GREGG

covenants, including the covenant to pay rent, until Tenant takes possession of the Demised Premises or until thirty (30) days after the building in which the Demised Premises are located has been issued a Certificate of Occupancy, whichever comes first. Thereafter, the term of this Lease shall be for a period of five (5) years plus the number of days, if any, to the first of the month next following the date on which the Tenant becomes responsible for performance of its covenants as above provided, hereinafter "Original Term." Tenant shall have the option to extend the term of this Lease for two (2) additional periods of five (5) years each, hereinafter "First Extension Period" and "Second Extension Period," the First Extension Period commencing upon the day after the expiration date of the Original Term, and the Second Extension Period commencing upon the day after the expiration of the First Extension Period. Exercise of the option to extend shall be by Tenant giving written notice to the Landlord by certified mail, return receipt requested, on or before the date which is ninety (90) days prior to the commencement of each of said extension periods. Each of said extension periods shall be on the same terms and conditions as in effect hereunder except for rental payments as otherwise provided in this Lease.

ARTICLE III

RENT

Tenant agrees to pay Landlord rent at the following rates during the Original Term and Extension Periods:

1. The rent for the first year of the Original Term shall be SIX THOUSAND AND 00/100 (\$6,000.00) DOLLARS payable in advance in equal monthly installments of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS plus a proportional amount for that part of the first month, if any, as above provided.

2. The rent for the second through the fifth year of said term shall likewise be SIX THOUSAND AND 00/100 (\$6,000.00) DOLLARS for each of said years payable in advance in equal monthly installments of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS each.

3. The rent for the First Extension Period shall be SIX THOUSAND SIX HUNDRED AND 00/100 (\$6,600.00) DOLLARS for each year payable in advance in equal monthly installments of FIVE HUNDRED FIFTY AND 00/100 (\$550.00) DOLLARS.

4. The rent for the Second Extension Period shall be SEVEN THOUSAND TWO HUNDRED SIXTY AND 00/100 (\$7,260.00) DOLLARS for each year payable in advance in equal monthly installments of SIX HUNDRED FIVE

45 504
SHEEL • WALLINGFORD, CT 06492 • (203) 294 2140 • JURIS NO 66020

AND 00/100 (\$605.00) DOLLARS.

ARTICLE IV

REPAIRS AND ALTERATIONS

1. Landlord shall maintain and make all necessary repairs and replacements to the foundation, floor, ceiling, exterior walls, structural columns and structural beams, roof, driveway and parking areas of the Office Building. Landlord shall also rebuild and remodel the interior walls, floor, ceiling, doorways, windows, electrical and plumbing systems and other work necessary to complete reconstruction of the Demised Premises and will cooperate with the Tenant as to the place and location of said items of work.

2. In order to accommodate Tenant's business operations Tenant may make any improvements to or within the Demised Premises which are necessary to and required by said business operations, including, but not limited to special wiring, computer cabling, special security devices, additional electrical capacity and additional air conditioning requirements, hereinafter "Special Improvements." No such improvements may be made, however, without the consent of the Landlord, which consent will not be unreasonably withheld.

3. In addition to any Special Improvements Tenant may make any interior, nonstructural installations, alterations, additions, or improvements to or within the Demised Premises. No changes or alterations may be made without the consent of the Landlord, which consent will not be unreasonably withheld. Said Tenant improvements shall be made in a first class manner. All such Tenant improvements made to or within the Demised Premises (except Special Improvements, movable trade fixtures and all equipment of any kind and nature used in Tenant's operations, installed in the premises prior to or during the terms of this Lease at the cost of Tenant) shall be surrendered with the Demised Premises as a part thereof without disturbance, molestation or injury upon expiration or other termination of the term of this Lease. Said movable trade fixtures, equipment and Special Improvements shall not be deemed part of the Demised Premises and may be removed by Tenant at any time or times during the term of this Lease, provided that upon any such removal Tenant shall restore the Demised Premises to their condition prior to the installation of such fixtures, equipment and Special Improvements.

4. Tenant will procure all necessary permits before making any repairs, removals or Tenant improvements. Landlord will cooperate with

Tenant in obtaining such permits. All repairs, removals and Tenant improvements done by Tenant shall be done in good and workmanlike manner and shall be done in conformity with all laws, ordinances and regulations of all public authorities and all insurance inspection or rating bureaus having jurisdiction; and the structure of the Demised Premises will not be endangered or impaired and Tenant will repair any and all damage caused by or resulting from any such repairs, removals or Tenant improvements. Tenant agrees to save Landlord harmless from and indemnify Landlord against any and all claims for injury, loss or damage to persons or property caused by or resulting from the doing of any such work, and Tenant shall carry all necessary builder's risk, liability and worker's compensation insurance required to be carried during the course of any construction hereunder.

ARTICLE V

TENANT'S COVENANTS

Tenant covenants and agrees as follows:

1. To pay when due the rent and any other charges or expense required to be paid by Tenant hereunder.
2. To use the Demised Premises for the operation of a credit

union.

3. To comply with all laws, ordinances, lawful orders and regulations of the State of Connecticut and the Town of Wallingford which affect the Demised Premises and to save the Landlord harmless from all fines and other costs for violation or noncompliance with same.

4. Not to commit any waste.

5. To pay the cost of all utilities used or consumed by the Demised Premises, including heat, gas, oil and electricity. In the event the Demised Premises are heated by oil, the Tenant shall purchase and pay for such directly from the supplier; all other utilities shall be provided by the Landlord, but paid for by the Tenant.

ARTICLE VI

LANDLORD'S COVENANTS

Landlord covenants and agrees as follows:

1. That its has a good right to lease the premises in the manner aforesaid and that Tenant, upon payment of the rent above reserved and upon the due performance of the Tenant's covenants and agreements herein contained, shall and may enjoy the Demised Premises for the term of this Lease without any manner of hindrance or molestation from

Landlord or anyone claiming by, from or under the Landlord.

2. To perform all obligations of Landlord in regard to repairs and maintenance of the Demised Premises as provided in this Lease and to perform all other obligations required to be performed by the Landlord as elsewhere provided in this Lease.

3. To permit the Tenant to use any available room on the second floor of the Office Building for the purpose of conducting meetings of its directors and staff.

4. To remove or cause to be removed trash, refuse and recyclable material from the Office Building; and to keep the sidewalks, driveway and parking areas of the Office Building free of obstructions, snow and ice; and to provide adequate illumination for such areas.

5. To provide signage for the Office Building in keeping with its character and that of the neighborhood, giving adequate public notice of the occupants of the Office Building and of the location of occupant entrances. Landlord shall consult with Tenant concerning such signage.

ARTICLE VII

INDEMNITY AND PUBLIC LIABILITY

The Tenant shall hold the Landlord harmless against any and all

claims, suits, damages or causes of action for damages and against any orders, decrees or judgments brought or made as a result of any injury to person or property sustained within the Demised Premises as a consequence of the Tenant's negligence or that of his servants and employees. Tenant shall procure general liability insurance policies protecting the Tenant and any contingent liability of the Landlord against the aforementioned risks and shall deliver a copy of said policies or a certificate in evidence of said insurance coverage to the Landlord.

ARTICLE VIII

EMINENT DOMAIN, FIRE AND OTHER CASUALTY

In the event that the whole of the Demised Premises shall be taken under the power of eminent domain then this Lease will terminate.

In the event that the Demised Premises or any substantial part thereof shall be destroyed or damaged by fire or unavoidable casualty so as to render the Demised Premises wholly untenable or unfit for occupancy, or should the Demised Premises be so badly injured that same cannot be repaired within ninety (90) days from the happening of such injury, then in such case the term created shall, at the option of the

Landlord, cease and become null and void from the date of said damage or destruction, and the Tenant shall immediately surrender said Demised Premises and all of the Tenant's interest therein to the Landlord and shall pay rent only to the time of surrender, in which event the Landlord may re-enter and repossess the Demised Premises thus discharged from this Lease and remove all parties therefrom. Should the Demised Premises be rendered untenable and unfit for occupancy, but yet repairable within ninety (90) days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the Demised Premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair same with reasonable promptness and in that case the rent accrued and accruing shall not cease. The Tenant shall immediately notify Landlord in case of fire or other damage to the Demised Premises.

ARTICLE IX

ASSIGNMENT

The Tenant may not transfer, sell, assign, sublet or otherwise convey its interest in the Demised Premises except to a successor of the Tenant's business operation.

ARTICLE X

END OF TERM - HOLDING OVER

At the expiration of this Lease the Tenant shall surrender the Demised Premises in good order, repair and condition in all respects (reasonable wear and tear, damage by fire, taking, casualty, structural and other defects required to be repaired by Landlord excepted) and shall deliver all keys to Landlord. Before surrendering the Demised Premises Tenant shall remove his personal property including all trade fixtures, equipment and Special Improvements, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the end of this Lease. If Tenant fails to remove his property upon the expiration of this Lease, the said property shall be deemed abandoned and shall become the property of the Landlord. Landlord may at said time remove said abandoned property and charge

Tenant for said removal.

Any holding over after the expiration of the term of this Lease shall be construed to be a tenancy at will and shall otherwise be on the terms of the year of the Lease next preceding its termination.

ARTICLE XI

DEFAULT

1. If Tenant shall (a) default in the payment of rent herein or any item of rent herein mentioned or any part thereof and such default shall continue for more than ten (10) days after the day that such payment is past due; or (b) default in the observance of any of the other terms, covenants and conditions of this Lease and after such default continue for more than thirty (30) days after written notice given to Tenant by Landlord specifying such default; provided, however, that the Landlord shall waive such thirty (30) day requirement so long as the Tenant is making a diligent effort to remedy same, and such default is of the kind or nature which can reasonably be remedied in such thirty (30) day period; or (c) make any assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be by any court adjudicated a bankrupt or take the benefit of any insolvency act

or be dissolved pursuant thereof, voluntarily or involuntarily, or if a receiver or trustee of Tenant and/or its property shall be appointed in any proceedings other than bankruptcy proceedings, and such appointment or petition for any arrangement or reorganization, if made in proceedings instituted by Tenant, shall not be vacated within thirty (30) days after it has been made, or if made in proceedings not instituted by Tenant, shall not be vacated within one hundred twenty (120) days after it has been made, provided further, that during said respective period of thirty and one hundred twenty days, all the covenants of this Lease to be performed by Tenant, including payment of rent, shall continue to be performed; then, upon the happening of any one or more of the defaults or events above mentioned, the Landlord may, at its option, on ten (10) days notice in writing, terminate this Lease, and this Lease and the term hereof shall automatically cease and determine the expiration of said ten day period, and it shall be lawful for the Landlord at its option to enter the Demised Premises or any part thereof, and to have, hold and repossess said Demised Premises and to remove all persons therefrom by summary proceedings or by other action or proceedings, or by force or otherwise, any notice required by the laws of the State of Connecticut being hereby waived.

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Notwithstanding anything to the contrary above, any removal of the Tenant from the Demised Premises as the result of its default shall be pursuant to the laws governing Summary Process.

2. The failure of Tenant to observe any term, covenant or condition of the Lease other than the payment of rent shall not be deemed a default within the meaning of this Article so long as Tenant after receiving any notice as specified herein, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the curing of such default within a period of time which, under all prevailing circumstances, shall be reasonable.

3. The Landlord shall be entitled to a reasonable attorney's fee and other costs in the event it causes any action or other proceeding to be brought to enforce the provisions of this Article.

ARTICLE XII

MISCELLANEOUS PROVISIONS

1. Failure of either party to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder.

2. All notices required to be sent to the Landlord shall be mailed or hand delivered to 45 South Main Street, Wallingford, Connecticut, or to such other address or entity as Landlord shall notify Tenant. All notices required to be sent to the Tenant shall be mailed or hand delivered to 88 South Main Street, Wallingford, Connecticut, or to such other address or entity as Tenant shall notify Landlord.

3. For the purpose of identifying the office of the Landlord authorized to approve Tenant's improvements under Article IV and to consult with Tenant concerning signage under Article VI, the term "Landlord" shall mean the Mayor.

4. Tenant shall have the right of first refusal in the event Landlord offers the Office Building for sale except when the Office Building is offered for sale and must be sold together with and not separate from other land of the Landlord or except when the Purchaser needs to acquire the Office Building as part of plan or agreement involving the purchase of adjoining properties.

5. All the covenants, agreements, terms, conditions, provisions and undertakings in this Lease contained shall extend to and be binding upon the successors and assigns of the parties hereto.

6. This instrument contains the entire and only agreement between

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the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

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

Signed, Sealed and Delivered
in the Presence of:

THE LANDLORD
TOWN OF WALLINGFORD

BY: _____
William W. Dickinson, Jr.
Its Mayor
duly authorized

THE TENANT
WALLINGFORD MUNICIPAL FEDERAL
CREDIT UNION

BY: _____
RICHARD T. CASSELLO
Treasurer
duly authorized

L E A S E

THIS LEASE made this _____ day of November, 1992, by and between the TOWN OF WALLINGFORD, hereinafter "Landlord," and the WALLINGFORD PUBLIC ACCESS ASSOCIATION, INC., hereinafter "Tenant."

W I T N E S S E T H :

ARTICLE I

PREMISES

Landlord, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid and performed, hereby demises and lets to the Tenant two rooms on the second floor of the property known as 88 South Main Street, Wallingford, Connecticut, hereinafter "Office Building," depicted as Office numbered 1 and Office numbered 2 on Lazarus & Sargeant drawing dated October 23, 1992, hereinafter "Demised Premises."

ARTICLE II

TERM

Landlord and Tenant acknowledge that the Demised Premises are not yet available for occupancy, but agree that the commencement date of this Lease shall be on the date first above written except that the Tenant shall not be responsible for performance of any of its covenants, including the covenant to pay rent, until Tenant takes possession of the Demised Premises or until thirty (30) days after the building in which the Demised Premises are located has been issued a Certificate of Occupancy, whichever comes first. Thereafter, the term of this Lease shall be for a period of five (5) years plus the number of days, if any, to the first of the month next following the date on

which the Tenant becomes responsible for performance of its covenants, as above provided, hereinafter "Original Term." Tenant shall have the option to extend the term of this Lease for two (2) additional periods of five (5) years each, hereinafter "First Extension Period" and "Second Extension Period," the first Extension Period commencing upon the day after the expiration date of the Original Term, and the Second Extension Period commencing upon the day after the expiration of the First Extension Period. Exercise of the option to extend shall be by Tenant giving written notice to the Landlord by certified mail, return receipt requested, on or before the date which is ninety (90) days prior to the commencement of the each of said extension periods. Each of said extension periods shall be on the same terms and conditions as are in effect hereunder except for rental payments which are hereby made subject to modification by agreement of the parties. In the event, however, that the Landlord and the Tenant are not able to agree on the rental payments for the next succeeding extension period on or before the expiration of the Original Term or on or before the expiration of the First Extension Period, as the case may be, then any extension of the Lease, although previously opted for by the Tenant, shall be of no force and effect and the Lease shall terminate.

ARTICLE III

RENT

Tenant agrees to pay Landlord rent at the following rates during the Original Term and Extension Period:

1. The rent for the first year of the Original Term shall be ONE THOUSAND NINE HUNDRED EIGHTY AND 00/100 (\$1,980.00) DOLLARS,

apportioned ONE THOUSAND TWO HUNDRED AND 00/100 (\$1,200.00) DOLLARS for Office numbered 1, and SEVEN HUNDRED EIGHTY AND 00/100 (\$780.00) DOLLARS for Office numbered 2, payable in advance in equal monthly installments of ONE HUNDRED SIXTY-FIVE AND 00/100 (\$165.00) DOLLARS plus a proportional amount for that part of the first month, if any, as above provided.

2. The rent for the second through fifth year of said term shall likewise be ONE THOUSAND NINE HUNDRED EIGHTY AND 00/100 (\$1,980.00) DOLLARS for each year payable in advance in equal monthly installments of ONE HUNDRED SIXTY-FIVE AND 00/100 (\$165.00) DOLLARS.

3. The rent for the First Extension Period, if the lease be extended, shall be in an amount agreed upon by the parties as above provided.

4. The rent for the Second Extension Period, if the lease be extended, shall be in an amount agreed upon by the parties as above provided.

ARTICLE IV

REPAIRS AND ALTERATIONS

1. Landlord shall maintain and make all necessary repairs and replacements to the foundation, floor, ceiling, exterior walls, structural columns and structural beams, roof, driveway and parking areas of the Demised Premises. Landlord shall also rebuild and remodel the interior walls, floor, ceiling, doorways, windows, electrical and plumbing systems and other work necessary to complete reconstruction of the Demised Premises and will cooperate with the Tenant as to the place and location of said items of work.

2. In order to accommodate Tenant's television broadcast operations, Tenant may make any improvements to or within the Demised Premises which are necessary to and required by said television broadcast operations, including, but not limited to special wiring, computer cabling, special security devices, additional electrical capacity and additional air conditioning requirements, hereinafter "Special Improvements." No such improvements may be made, however, without the consent of the Landlord, which consent will not be unreasonably withheld.

3. In addition to any Special Improvements Tenant may make any interior, nonstructural installations, alterations, additions, or improvements to or within the Demised Premises. No changes or alterations may be made without the consent of the Landlord, which consent will not be unreasonably withheld. Said Tenant improvements shall be made in a first class manner. All such Tenant improvements made to or within the demised premises (except Special Improvements, movable trade fixtures and all equipment of any kind and nature used in Tenant's operations, installed in the premises prior to or during the terms of this Lease at the cost of Tenant) shall be surrendered with the Demised Premises as a part thereof without disturbance, molestation or injury upon expiration or other termination of the term of this Lease. Said movable trade fixtures, equipment and Special Improvements shall not be deemed part of the Demised Premises and may be removed by Tenant at any time or times during the term of this Lease, provided that upon any such removal Tenant shall restore the Demised Premises to their condition prior to the installation of such

fixtures, equipment and Special Improvements.

4. Tenant will procure all necessary permits before making any repairs, removals or Tenant improvements. Landlord will cooperate with Tenant in obtaining such permits. All repairs, removals and Tenant improvements done by Tenant shall be done in good and workmanlike manner and shall be done in conformity with all laws, ordinances and regulations of all public authorities and all insurance inspection or rating bureaus having jurisdiction; and the structure of the Demised Premises will not be endangered or impaired and Tenant will repair and all damage caused by or resulting from any such repairs, removals or Tenant improvements. Tenant agrees to save Landlord harmless from and indemnify Landlord against any and all claims for injury, loss or damage to persons or property caused by or resulting from the doing of any such work, and Tenant shall carry all necessary builder's risk, liability and worker's compensation insurance required to be carried during the course of any construction hereunder.

ARTICLE V

TENANT'S COVENANTS

Tenant covenants and agrees as follows:

1. To pay when due the rent and any other charges or expense required to be paid by Tenant hereunder.
2. To use the premises for its television broadcast operations.
3. To comply with all laws, ordinances, lawful orders and regulations of the State of Connecticut and the Town of Wallingford which affect the Demised Premises and to save the Landlord harmless from all

4. fines and other costs for violation or noncompliance with same.

4. Not to commit any waste.

5. To pay the cost of all utilities used or consumed by the Demised Premises, including heat, gas, oil and electricity. In the event the Demised Premises are heated by oil, the Tenant shall purchase and pay for such directly from the supplier; all other utilities shall be provided by the Landlord, but paid for by the Tenant, except that such payments are to be estimated and agreed upon by the parties in the event such utilities are not separately metered to the Demised Premises.

ARTICLE VI

LANDLORD'S COVENANTS

Landlord covenants and agrees as follows:

1. That its has a good right to lease the premises in the manner aforesaid and that Tenant, upon payment of the rent above reserved and upon the due performance of the Tenant's covenants and agreements herein contained, shall and may enjoy the Demised Premises for the term of this Lease without any manner of hindrance or molestation from Landlord or anyone claiming by, from or under the Landlord.

2. To perform all obligations of Landlord in regard to repairs and maintenance of the Demised Premises as provided in this Lease and to perform all other obligations required to be performed by the Landlord as elsewhere provided in this Lease.

3. To remove or cause to be removed trash, refuse and recyclable material from the Office Building; and to keep the sidewalks, driveway and parking areas of the Office Building free of obstructions, snow

and ice; and to provide adequate illumination for such areas.

5. To provide signage for the Office Building in keeping with its character and that of the neighborhood, giving adequate public notice of the occupants of the Office Building and of the location of occupant entrances. Landlord shall consult with Tenant concerning such signage.

ARTICLE VII

INDEMNITY AND PUBLIC LIABILITY

The Tenant shall hold the Landlord harmless against any and all claims, suits, damages or causes of action for damages and against any orders, decrees or judgments brought or made as a result of any injury to person or property sustained in or about the Demised Premises as a consequence of the Tenant's negligence or that of his servants and employees. Tenant shall procure general liability insurance policies protecting the Tenant and any contingent liability of the Landlord against the aforementioned risks and shall deliver a copy of said policies or a certificate in evidence of said insurance coverage to the Landlord.

ARTICLE VIII

EMINENT DOMAIN, FIRE AND OTHER CASUALTY

In the event that the whole of the Demised Premises shall be taken under the power of eminent domain then this Lease will terminate.

In the event that the Demised Premises or any substantial part thereof shall be destroyed or damaged by fire or unavoidable casualty so as to render the Demised Premises whole untenable or unfit for

occupancy, or should the Demised Premises be so badly injured that same cannot be repaired within ninety (90) days from the happening of such injury, then in such case the term created shall, at the option of the Landlord, cease and become null and void from the date of said damage or destruction, and the Tenant shall immediately surrender said Demised Premises and all of the Tenant's interest therein to the Landlord and shall pay rent only to the time of surrender, in which event the Landlord may re-enter and repossess the Demised Premises thus discharged from this Lease and remove all parties therefrom. Should the Demised Premises be rendered untenable and unfit for occupancy, but yet repairable within ninety (90) days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the Demised Premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair same with reasonable promptness and in that case the rent accrued and accruing shall not cease. The Tenant shall immediately notify Landlord in case of fire or other damage to the Demised Premises.

ARTICLE IX

ASSIGNMENT

The Tenant may not transfer, sell, assign, sublet or otherwise convey its interest in the Demised Premises except to a successor of the Tenant's television broadcast operations.

ARTICLE X

END OF TERM - HOLDING OVER

At the expiration of this Lease the Tenant shall surrender the Demised Premises in good order, repair and condition in all respects (reasonable wear and tear, damage by fire, taking, casualty, structural and other defects required to be repaired by Landlord excepted) and shall deliver all keys to Landlord. Before surrendering the Demised Premises Tenant shall remove his personal property including all trade fixtures, equipment and Special Improvements, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the end of this Lease. If Tenant fails to remove his property upon the expiration of this Lease, the said property shall be deemed abandoned and shall become the property of the Landlord. Landlord may at said time remove said abandoned property and charge Tenant for said removal.

Any holding over after the expiration of the term of this Lease shall be construed to be a tenancy at will and shall otherwise be on the terms herein specified.

ARTICLE XI

DEFAULT

1. If Tenant shall (a) default in the payment of rent herein or any item of rent herein mentioned or any part thereof and such default shall continue for more than ten (10) days after the day that such payment is past due; or (b) default in the observance of any of the

other terms, covenants and conditions of this Lease and after such default continue for more than thirty (30) days after written notice given to Tenant by Landlord specifying such default; provided, however, that the Landlord shall waive such thirty (30) day requirement so long as the Tenant is making a diligent effort to remedy same, and such default is of the kind or nature which can reasonably be remedied in such thirty (30) day period; or (c) make any assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be by any court adjudicated a bankrupt or take the benefit of any insolvency act or be dissolved pursuant thereof, voluntarily or involuntarily, or if a receiver or trustee of Tenant and/or its property shall be appointed in any proceedings other than bankruptcy proceedings, and such appointment or petition for any arrangement or reorganization, if made in proceedings instituted by Tenant, shall not be vacated within thirty (30) days after it has been made, or if made in proceedings not instituted by Tenant, shall not be vacated within one hundred twenty (120) days after it has been made, provided further, that during said respective period of thirty and one hundred twenty days, all the covenants of this Lease to be performed by Tenant, including payment of rent, shall continue to be performed; then, upon the happening of any one or more of the defaults or events above mentioned, the Landlord may, at its option, one ten (10) days notice in writing, terminate this Lease, and this Lease and the term hereof shall automatically cease and determine the expiration of said ten day period, and it shall be lawful for the Landlord at its option to enter the Demised Premises or any part thereof, and to have, hold

and repossess said Demised Premises and to remove all persons therefrom by summary proceedings or by other action or proceedings, or by force or otherwise, any notice required by the laws of the State of Connecticut being hereby waived. Notwithstanding anything to the contrary above, any removal of the Tenant from the Demised Premises as the result of its default shall be pursuant to the laws governing Summary Process.

2. The failure of Tenant to observe any term, covenant or condition of the Lease other than the payment of rent shall not be deemed a default within the meaning of this Article so long as Tenant, after receiving any notice as specified herein, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the curing of such default within a period of time which, under all prevailing circumstances, shall be reasonable.

3. The Landlord shall be entitled to a reasonable attorney's fee and other costs in the event it causes any action or other proceeding to be brought to enforce the provisions of this Article.

ARTICLE XII

MISCELLANEOUS PROVISIONS

1. Failure of either party to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder.

2. All notices required to be sent to the Landlord shall be

mailed or hand delivered to 45 South Main Street, Wallingford, Connecticut, or to such other address or entity as Landlord shall notify Tenant. All notices required to be sent to the Tenant shall be mailed or hand delivered to 88 South Main Street, Wallingford, Connecticut, or to such other address or entity as Tenant shall notify Landlord.

3. For the purpose of identifying the office of the Landlord authorized to approve Tenant's improvements under Article IV and to consult with Tenant concerning signage under Article VI, the term "Landlord" shall mean the Mayor.

4. All the covenants, agreements, terms, conditions, provisions and undertakings in this Lease contained shall extend to and be binding upon the successors and assigns of the parties hereto.

5. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

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

Signed, Sealed and Delivered
in the Presence of:

THE LANDLORD
TOWN OF WALLINGFORD

BY:

William W. Dickinson, Jr.
Its Mayor
duly authorized



Town of Wallingford, Connecticut

DONALD W. ROE
STATE & FEDERAL PROGRAM ADMINISTRATOR

WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CONNECTICUT 06492
TELEPHONE (203) 294-2060

October 20, 1992

William W. Dickinson, Jr., Mayor
45 South Main Street
Wallingford, CT 06492

Dear Mayor Dickinson:

The Clean Air Act Amendments of 1990 prohibit the release of refrigerants (freon) from appliances into the air as of July 1, 1992. This means that the refrigerants must be removed from air conditioners, refrigerators, freezers, etc., prior to the appliances being recycled as scrap metal. Scrap metal dealers such as Schiavone have notified their customers that they no longer accept appliances whose freon has not been removed. This has resulted in the temporary inability to accept such items at the recycling center.

The Program Planning office has been researching various options to deal with the problem. One option is the purchase and operation of equipment designed to extract freon from appliances. Such equipment ranges in cost from about \$1,000 for a small portable unit to \$2,000 for a larger unit which can remove freon from several appliances at once. All of the equipment requires operation by a trained person and regular maintenance including filter replacement. Equipment operators as well as the actual equipment used will need to be certified in the future.

Another available method of dealing with the problem is to hire a contractor to remove freon. Prices for this service range from eight to fifteen dollars per appliance.

Finally, Stratford Baling, the Town's recycling vendor, has offered to provide for the proper removal of freon and to recycle the appliances for an additional total charge of forty dollars a month for thirty-six months. There is no commitment to pay the fee after termination if the Town terminates the recycling contract before the thirty-six months have passed.

This proposal has been reviewed by members of the Recycling Committee at their October, 1992 meeting. Due to the lack of a quorum, no vote was taken, but the consensus of members attending

Mayor Dickinson 10/20/92

Page 2

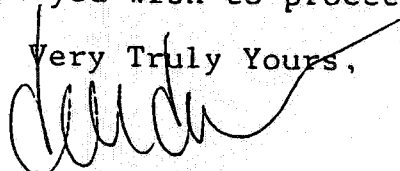
was in support of the Stratford Baling service. It provides a small, known price for a limited period of time and will restore the recycling of appliances that contain refrigerants.

Please note that paragraph 2. of the recommended changes contains a technical amendment. There was an error in Subsection 4.02 of the original Recycling Agreement. The last sentence in 4.02 referred to Subsection 3.21 although there was no such Subparagraph. The correct reference should have been to Subsection 3.15. The proposed amendment makes this change.

Language for the amendment to the Recycling Contract is enclosed.

Please advise this office as to how you wish to proceed.

Very Truly Yours,



Donald W. Roe

enclosure

cc: Mario Tolla
Phil Hamel

AMENDMENT #1 TO RECYCLING AGREEMENT

The Recycling Agreement dated December 30, 1991, between the Town of Wallingford and Stratford Baling Corporation (the "Agreement") is hereby amended as follows:

1. The following two Subsections are incorporated into the Agreement:

3.21 The Company shall accept all appliances containing refrigerants at the resident drop-off area and shall handle and recycle such appliances and the refrigerants from such appliances in accordance with the provisions of Subsection 3.08.

4.05 In addition to the payments required under Subsection 4.01, the Town shall pay the Company forty dollars (\$40.00) per month as compensation for the lawful recycling of appliances containing refrigerants. Said payments shall be for a period of thirty-six (36) months beginning with the invoice for November, 1992, provided however, that if this agreement is terminated before the thirty-six month period is over, then the monthly payment due under the final invoice for the month of such termination shall be the final payment and no additional payments shall be due the Company thereafter.

2. The following language shall be substituted for the last sentence of Subsection 4.02:

In addition, the Company shall charge haulers for the scale fee in accordance with Subsection 3.15.

This Amendment #1 to the Agreement shall be effective on the 1st day of November, 1992.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed by their duly authorized officers as of the day and year set forth below.

The Town

The Company

by: _____

by: _____

date: _____

date: _____