

SPECIAL TOWN COUNCIL MEETING

AUGUST 1, 1996

5:30 P.M.

AGENDA

1. Roll Call and Pledge of Allegiance
2. Consider and Approve a Tax Refund (#7.5) in the Amount of \$2,494.88 - Tax Collector
3. Consider and Approve a Budget Amendment in the Amount of \$150,000 Increasing the Appropriation from Cash Acct. and Increasing the Regular Capital Acquisitions New Distribution Lines Acct. #343-097 - Water Division
4. Consider and Approve a Waiver of Bid to Proceed with Hiring a Contractor for the Installation of a Water Main in the Clintonville Road Area - Water Division

Addendum

5. Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes With Regards to the Sale/Lease and/or Purchase of Real Estate

SPECIAL TOWN COUNCIL MEETING

AUGUST 1, 1996

5:30 P.M.

A special meeting of the Wallingford Town Council was held on Thursday, August 1, 1996 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 5:30 P.M. All Councilors answered present to the Roll called by Town Clerk Rosemary A. Rascati with the exception of Mr. Zappala who was vacationing out of the country and Ms. Papale who entered the meeting at 5:32 P.M. Mayor William W. Dickinson, Jr. and Corporation Counselor Adam Mantzaris were also present. Comptroller Thomas A. Myers was absent.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Consider and Approve a Tax Refund (#7.5) in the Amount of \$2,494.88 - Tax Collector

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

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

ITEM #3 Consider and Approve a Budget Amendment in the Amount of \$150,000 Increasing the Appropriation from Cash Account and Increasing the Regular Capital Acquisitions New Distribution Lines Acct. #343-097 - Water Division

Motion was made by Mr. Rys to Approve the Budget Amendment Contingent Upon One Hundred Percent (100%) Participation by All Property Owners Effected, seconded by Mr. Centner.

Roger Dann, General Manager of the Water Division stated, based upon the outcome of tonight's meeting the division is prepared to begin meeting with contractors tomorrow morning to begin obtaining quotes contingent upon the Council's approval this evening.

Mr. Parisi asked for comments from the public.

Attorney Mantzaris stated that his office has prepared agreements specific to each property. He plans to mail each property owner a copy in tomorrow's mail with a detailed description of their property. He suggested that each property owner read the material carefully and have it reviewed by an attorney, if possible. The agreement does not have to be signed this evening. There has been a slight modification to section 4 of the originally drafted agreement. Language has been added stating that if the project does not equal or exceed the amount that has been paid in by each property owner the Town will refund the difference proportionally to each property owner. A reduction schedule will also be

included in the mailing for those individuals who would like to take the full three years to pay off the amount owed, it will list exactly how much the interest is. There is no pre-payment penalty.

Revised Section 4 reads as follows:

"In the event that the P.U.C. receives grant money or other funds to defray the expense of extending said water main from any other governmental unit whether State or Federal, or from the person or entity found to have caused the problems with the on site water supply wells of the undersigned owners, then any such monies shall be proportionally credited to the payment obligation of those certain owner-residents serviced by said water. In the further event that the job of extending said water main costs less than the sum of money paid by the residents, then any such excess shall be likewise so credited. Any such credit shall be paid directly to any owner who has paid his share in full or shall be shown as a credit in one or more of the bills sent to owners paying their share in installments."

Ms. Papale stated that she received a call from a constituent pointing out that the Sewer Division, in the past, offered a program to residents allowing them ten years to pay on the cost of running a line to a specific area of town. She asked, why can't this be done the same way, giving the property owners ten years to pay instead of only three?

Mr. Dann responded, you are correct but you must remember that in the Sewer Division there is a formal assessment policy which has been enacted upon by the P.U.C. and is compliant with the CT. State Statutes. There is a similar set of statutes that apply to the extension of water mains which does not make the same provision. The regulations that have been adopted relative to the Water Division are not the same. In this particular case this agreement is proposed to be done outside of that more formal process, we hope, in order to expedite the process. It was the wishes of the commission, initially, that the cost be paid in full up front. As was the case in a similar situation. In consideration of some of the comments that were overheard at the earlier meetings held with the residents, they did determine that a payment over some period of time would be acceptable and they selected three years.

Mr. Centner stated that one homeowner is approximately 1,000+ feet from the service that is being brought up from the street and in looking at the chart provided by Mr. Dann for standard hookup fees, was Mr. Dann able to give the homeowner some indication, based on their proximity to the line, how much it is going to cost to hook up to the system, a rough estimate perhaps? That homeowner could end up paying thousands of dollars.

Mr. Dann responded, we provided a hand-out at the last meeting

which attempted to break down for the property owners what the relative responsibilities would be. To summarize that, the \$5,000 payment would include the installation of the water main in the street and would further include the excavation necessary for the installation of the individual services up to the curb line. They would still be responsible to pay for the installation of the actual piping from the main to the curb and for continuing the service from the curb line up into their property along with any associated plumbing modifications that were necessary for a meter installation, disconnecting from their well supply and abandoning their well. We did attempt to give them some estimate of what the cost might be. When you get to the portion of the service which comes from the curb stop to the house, that is something that needs to be firmed up by their discussions with individual contractors and to some extent there is a great deal of uncertainty as to whether or not anyone out there may encounter some ledge in the process. That will add significantly to the cost.

Mr. Centner next asked, how will you monitor the capping of wells?

Mr. Dann responded, before we would activate our water service we would have to see that the well has been physically disconnected. We would still have to work out, before that time, the logistics of chlorination of the plumbing in the household to make sure that there is no residual of contamination within the household plumbing. We have not quite worked out how that will be done yet. It either can be done by way of our system or more likely we would look to chlorinate the wells before they were taken out of service and use that as a means to chlorinate the household plumbing then disconnect and flush it out with our water supply. The capping of the wells would have to occur shortly thereafter and would most likely be inspected by ourselves and the Health Department, jointly or perhaps the Health Department would do it exclusively.

Mr. Centner asked if a back flow valve would be required?

Mr. Dann responded, we are not requiring one on those lines. Instead we are looking to abandon the wells and by doing that we are assured that there is no potential.

Mr. Knight stated, at the meeting of the P.U.C. the other evening the issue was raised regarding the possibility that the residents would maintain their wells. At that time Mr. Dann inferred that there may be some State Statutes that prohibited that. Has that been researched further?

Mr. Dann responded, we are continuing to explore that. We have made contact with both the Department of Health and the Department of Environmental Protection (D.E.P.) to pursue that question. My position has not changed, I am very much of the opinion that we should not allow a risk of some future contamination to take place

but we will attempt to get more input from the State agencies as to whether or not there are specific statutes or regulations to which further address that particular situation.

Mr. Parisi asked, are there any questions required of Mr. Yasensky, Town Sanitarian?

Kristine Kasprzycki, 923 Clintonville Road stated, I brought this problem to the Health Department's attention one and one-half years ago. Also, over one and one-half months ago I brought it to the Town Attorney's attention and I was told that I had a good case. I asked if there was any help that the Town would provide me and I was told, no, but you do have a good case. I have been living without water for over one and one-half years as a just married couple. It put a lot of stress on us having to go to other people's homes to wash clothes, wash our dishes, eat, take a shower every morning before we both had to go to work, etc. I don't understand why the Town could not provide any help.

Mr. Parisi responded, the Town is attempting to offer some help this evening. The issue of the Town failing to help you has been covered in the previous three meetings.

Mrs. Kasprzycki responded, but when it was just myself, no one wanted to hear the problem. Now that the entire street is being effected it is different.

Mayor Dickinson explained, the difference is in the numbers. If we were to bring a water main in for your house alone, obviously the cost would be exorbitant. It is the sharing of the cost that enables it to be a feasible project.

Mrs. Kasprzycki stated, I was told by the Health Department that it could take up to as long as four years for me to get water. I would have to go through hearings and proceedings, etc. Why should one person be any more or less important than twenty?

Mayor Dickinson responded, the issue with regards to providing water is that there are other options. The best option is municipal water, we feel, but that does not mean it is the only option, there are options of individuals treating their wells, drilling new wells, etc. Providing municipal water is not the only option. Our policy is not to extend water mains everywhere. It is prohibitively expensive to take that action for an individual home here and there. Where there is a street that needs the water supply then the sharing of cost makes it feasible. I cannot speak for what the comments were of the Sanitarian but there are several ways to address providing a water supply to a property.

Mrs. Kasprzycki stated, I feel that when I brought it to someone's attention that something was wrong with my water it should have

been the Town of Wallingford's responsibility to check other houses. Many families could have been drinking this water for God knows how long.

Mr. Parisi responded, now that there are a number of families involved, that is the information that requires the Town to act pro-actively because of the numbers. You can have the well go bad in different areas of the Town and be one well and as the Mayor said, you can dig a new well or re-locate the well and be fine. That would be the solution to the problem. From the information that we have, however, it does not look like this problem can be solved with any alternative methods. That is the reason, it isn't that you are being ignored as an individual but it is as the Mayor said, it is based on numbers. When it becomes evident that an area is contaminated there is no real solution. There is no immediate action that the Town can take to solve the problem other than to identify it and look for the source and try to offer some sort of a program which is what we are doing tonight.

Mrs. Kasprzycki stated that she was glad that she did not take the Health Department's advice and have a well put in for it would have been a waste of money.

Mr. Parisi responded, at the time it was probably reasonable advice for they have probably done that in the past. When it is obvious that the entire aquifer is in trouble I don't think that anyone would tell you now to drill another well based on the information we now have.

Al Pocobello, 913 Clintonville Road stated that he is in favor of bringing in the Town water line but he is concerned about the capping of the well. He could understand divorcing from it but hated to cap the well. He asked, what is deemed "capping", does that mean filling it with cement? That procedure alone can cost from \$200 to \$2,000. I hope that we don't have to go that route.

Mr. Dann responded, he would defer that question to Mr. Yasensky. I have stated a couple of times my concerns with regards to the potential that an interconnection and contamination of our system might occur in the future. If these properties change hands the knowledge that you have of the situation will not be the same as the knowledge that a future owner may have of it. It enhances the possibility that someone inadvertently makes the wrong connection and creates a contamination problem once again in that area. I know for a fact that even when you are looking at placing a new well for the purposes of irrigation that the only conditions under which the Health Department will allow that to occur is where there is an irrigation system properly constructed and physically located outside of the structure. Even with that scenario they place a number of other conditions upon it including the installation of

a back flow prevention device on the incoming service and a number of other criteria that they look for from the property owner. That is a situation where it is presumed that the well is, in fact, not a contaminated well. I am pretty confident that upon further contact and review with the Health Department and D.E.P. there really will be no option available and they will insist, as we are insisting, that the well be properly abandoned and capped so that there is no potential in the future of a reuse of that non-potable supply.

Mr. Pocobello stated that he would like to use the well strictly for irrigation and it would be a shame to cap it if it has a potential usefulness.

Mr. Parisi stated, the State Statutes or D.E.P. regulations will take care of that in itself. If there isn't any regulations....

Mr. Dann added, if there isn't, I have stated what my position is. Unless some action is indicated to alter the agreement from the way it is currently structured then the agreement does contain the requirement to abandon the well.

Mr. Parisi asked, is that your position (Mr. Dann)?

Mr. Dann responded, that is my position. I indicated that I would look into it further to see if it was reinforced by State agencies, regulations or statutes.

Mr. Pocobello asked, are there regulations of this nature to pursue in this manner?

Mr. Dann responded, I believe there are. I know there is a procedure where a new well is looking to be installed within the Department of Health's Public Health Code. I am of the opinion, with regard to contaminated wells, that it is likely governed by the D.E.P. and we are trying to research that a little further at this point in time. If we have more information we will let you know what we find.

Mr. Parisi stated, you should be definite on that, it is probably something that you will want to research further since it seems to be a point of concern.

David Gessert, P.U.C. Chairman stated, in a case of a number of years ago when we had this situation on East Main Street where the wells became contaminated D.E.P. became involved in that process and they helped with the funding of connections and that type of thing. In that case one of the conditions upon accepting D.E.P.'s funding was that the old well be capped. That may be part of D.E.P.'s regulations.

Mr. Parisi added, we should know definitely that this is a regulation or not. Let's not leave any doubt in anyone's mind, Mr. Dann, if possible.

Mr. Dann responded, we will continue to try and obtain that answer, I just don't want to leave any doubt, however, that should we not find that requirement (capping of the wells) there, what my opinion is with regards to that issue.

Mr. Parisi stated that someone will speak on behalf of the Town or the P.U.C. will speak on behalf of you, Mr. Dann. Let's be clear on the issue of rules or regulations regarding the capping of the wells before we proceed to the next step which is your professional opinion on the matter.

Mr. Pocobello asked, is there any specified time period involved with the agreement, a completion date?

Mayor Dickinson responded, it is almost impossible to specify a commitment to the project because we don't know what the construction standards will be out there, the conditions found in the field when they actually begin to put in the main. It is anticipated that without any problems, the connection date may fall around mid-September. That is assuming that we would be able to start next week.

Mr. Dann stated, based on the steps to be taken and the availability of a contractor, I assumed that if we were able to initiate work by the end of next week that we would be looking at getting the property owners able to connect somewhere around the date of September 13th. Obviously, any time that we spend between now and the end of next week or the week after, getting to the point of agreement so that we can authorize a contractor to proceed we will push that completion date back. If the contractors are unable to move immediately into our project and require a week or two weeks to obtain materials or to mobilize that will push it back also.

Mr. Parisi pointed out that each day that passes where we have failed to reach a resolution to all the problems is another day the residents are further away from getting water rather than closer. Let's remember that we are trying to get both parties to move to the center and reach an agreement to execute a plan. If we can't get to the center then we are all working for nothing. Everything is contingent upon each of us doing our job. Let's keep that foremost in our minds.

Mr. Pocobello stated that the Town is doing a fine job so far, they are really moving along and we appreciate the fact that the hydrant is open.

Mr. Doherty asked, have the wells of the eleven residents been tested?

Mr. Yasensky responded, yes they have.

Mr. Doherty asked, do all of the wells have problems?

Mr. Yasensky responded, yes they do.

Mr. Doherty asked, how many other wells are on that street?

Mr. Yasensky answered, he was not sure how many wells were in the immediate area since the road goes into North Haven. We have tested wells south of the problem and they are testing clean. There is a break in the property areas and those homes past the break have been testing clean. There were some before this immediate problem that we have tested that had very slight coliform counts. We sent them notices to chlorinate and after a period of time we will test again. Some of the well heads may be underground and some may be close to the ground. Water is available to those homes already.

Mr. Gessert stated, there are some in that area that have problems but there is water in the street in front of their driveways. There may be a total of five houses.

Mr. Doherty stated, if the possibility exists that there may be other houses further down the street with problems then maybe we should make this into a bigger project.

Mr. Yasensky responded, past the 1,100 feet that we have identified, the other wells are proving clean.

Mayor Dickinson stated, the issue may then be that if those property owners had clean wells whether or not they would want to connect to the water main. It then becomes a question of the assessment process; they probably would not enter into agreements, etc.

Mr. Doherty stated that he is concerned that the Town, after bringing water to the curb line for eleven homes, finds one or two years later that there are other homes that are testing bad and we have to dig the street and revisit the project further down the street. If the road will be dug up this year why not do it all at once?

Mayor Dickinson stated, the wells test good and we continue to test further to the south of the area. It could become a larger project if, because of publicity, the other residents want the water also. We would then go through the ordinance process.

Mr. Doherty asked Mr. Dann if the \$150,000 for this project is coming out of the Water Division's cash reserve account?

Mr. Dann responded, the account that the funds are being taken from is the proper account to bring the money into the budget through.

Mr. Doherty asked, are you tapping into cash reserves for emergencies?

Mr. Dann answered, it is not a specific reserve account, no. It is from the unappropriated cash of the division.

Mr. Doherty asked, how much is in that account.

Mr. Dann answered, we have not closed out the books for the last fiscal year so I will have to refer back to the end of the prior fiscal year. At the end of June in 1995 the total of cash and investments in the Water Division was \$2,628,700. Based on my best estimate at this point I expect that it has not changed significantly over the past year.

Sandra Weekes, 892 Clintonville Road stated, I do not have potable water and I was told that I could possibly make it potable and I want to know if the Water and Sewer Division laboratory is still going to be available to Mr. Yasensky for that quick turn around result should I re-test it after treating it which I intend on doing?

Raymond F. Smith, Director of Public Utilities responded, yes.

Ms. Weekes asked, does the new agreement include a pre-payment penalty clause?

Mayor Dickinson responded, no, there is no pre-payment penalty.

Ms. Weekes asked, is the number of years for repayment at all negotiable?

Mayor Dickinson responded, we are interested in making it as reasonable as possible. Right now it is drafted for three years and if there is interest in having it be a longer period of time you will be paying more interest over that length of time. It will still be eight percent (8%). Ten years would not be a reasonable amount of time given the amount of the note, but it could be longer than three.

Mr. Gessert stated that Mr. Pocobello raised the issue of possibly extending the payment period to five years. If everyone agreed that five years was an appropriate period of time to repay, based on that I could live with that and I believe that the P.U.C.

commission could also. If that lessens the pain and makes it more palatable and agreeable to everyone to sign, we could live with it.

Mr. Parisi stated, if that will help get us the one hundred percent (100%) that we need then the Town Council would support it also.

Ms. Weekes stated, I have heard two dates mentioned at the P.U.C. meeting, 1/1997 and 1/1998, now we are back to 1/1998 as the first payment due date. In starting 1/1998 it does add another year to the note. I would like to know which date it is.

Mr. Parisi noted that the agreement has an initial start up payment date of 1/1998.

Attorney Mantzaris stated, the repayment period is approximately three and one-half years (3 1/2). The first payment will not be due until 1/1/98. Interest does not begin to accrue until 1/1/97. If the water main is installed in September and the first payment is not until 1/1/98 which includes interest from 1/1/97, you are really getting three months use of the system interest free.

Mr. Gessert pointed out that the unappropriated balance of the Water Division is designated for capital projects such as the Gaylord Tank Project and a number of other projects the Division is facing down the road, it is not sitting there with no intended use.

Anthony Cavallaro, 920 Clintonville Road stated that the capping of the wells issue bothers the majority of the property owners. Mrs. Pocobello's historical representations made at previous meetings of what has happened since 1975 or 1978 with the wells has shown us that every time there is a construction project or a bad storm occurs in the area, the wells have been contaminated to some degree, however that clears itself up and becomes usable again over time. That is not saying that I would want to drink the water but I do have concerns. I do have a sprinkler system at home and one of the alternatives talked about was using back flow preventers on the supply lines. That sounds like a more reasonable alternative.

Mr. Parisi stated, if the law requires that it be capped then it is a non-issue, then it has to be capped. If it doesn't require it then it becomes a policy issue which will have to be discussed, if, at that time, it is determined that it does have to be done. The most important thing is to get the water to you first then we can negotiate the other items if there is room to do so.

Mr. Cavallaro stated, with regards to the capping of the wells in the East Main Street area, it is my understanding that it was a petroleum product that contaminated the wells and not bacterial.

Mr. Cavallaro asked Mr. Dann, how have the samples been coming, have you been hitting ledge?

Mr. Dann responded, we are finding some ledge, mostly on the upper section. Down the lower end where there was probably fill when the road was reconstructed we did not find any ledge within the depth that we would have to excavate for the pipe. I have not seen the final results, myself, we are in the process of putting them onto the plans that we are going to utilize for quoting with a contractor so it is certainly not ledge over the full length or the majority of the length. That fact will help to keep the cost down.

Mr. Cavallaro commended everyone for getting together and mobilizing quickly once the problem was identified. There was a slow start but that had to do with the neighborhood not communicating very well to begin with. A lot of the changes made within the last week or so have made this a manageable project for a lot of the people in the neighborhood.

Mr. Parisi acknowledged that the property owners have also been a good group to work with. It is easy to work with people when we are both trying to reach the same objective.

Mr. Gessert thanked the Councilors for attending the Special P.U.C. meeting a few nights ago for the purpose of understanding the topic.

Mr. Alex Kranyak, 1168 Hartford Turnpike, North Haven, property owner of 1084 Clintonville Road asked, at what point in the road will the water main stop?

Mr. Dann responded, at house number 922 which is the last house on the left before the bend heading south towards Flint Rock Drive.

Mr. Kranyak asked, have any of the other homes heading down towards the Town line been approached to see if they are interested in having the water main come down to them?

Mayor Dickinson responded, I don't believe that anyone has been approached as far as having the water main. We have tested as far as number 970 Clintonville Road, we have tested a few properties in that area and the wells have come up clean. We have not tested further south than that as of yet. There has not been an effort to encourage people to want to connect to a water main.

Mr. Kranyak stated, if there were enough interest then it would be easy to continue down to the Town line now rather than later.

Mayor Dickinson answered, we can take a look at that, I don't think that there is a real problem in contacting owners along there and asking for their opinion. If there is no real interest the route

to be followed would have to be an ordinance. The engineering aspects of putting in the main would have to be carried out by the Water Division.

Mr. Parisi commented that we are dealing with an emergency situation in this case, farther down the road we are not and it is not the policy of the town to subsidize water to people unless there is an extraordinary situation.

Mayor Dickinson stated, we are waiving a bid here that I don't know that the water main goes any further than where the emergency is.

Mr. Parisi stated, this is not a normal situation and our actions are not normal either. I don't want to start subsidizing water all over town.

Mayor Dickinson stated, we should not characterize our actions as abnormal either, extraordinary maybe.

Caroline Kranyak, owner of property know as 1084 Clintonville Road, stated that she would like it to appear on record that we have voiced our opinion about this problem. There was only one small article in the New Haven Register about this situation therefore we did not know anything about it until a few days ago. I think that the article stated that it would cost over \$5,000 to hook up because someone had a problem. Isn't it about one-half mile that we are dealing with in Wallingford if you were to extend this water line? Is it more than one-half a mile?

Mr. Parisi stated, I am not sure how far it is but it is not so much a question of distance as it is procedure.

Mrs. Kranyak stated, the other woman who spoke earlier said that she has been without water for over one year and the Town does not yet have an answer as to what the source of the problem is. If we have a problem are we going to have to go through the same process that Mrs. Kasprzycki did? When we foresee this we become very concerned.

Mr. Parisi stressed the point, if we take your case and apply it all over the Town of Wallingford, how can we be fair if we do it for one person and don't carry that policy through for everyone? If someone living in the north end of Wallingford has a well failure we don't run a water pipe up there for them. They have to deal with that problem on their own. We have no legal obligation to solve that problem, it is the problem of the homeowners. We have to be careful with what we do for it will effect what ever we will do in the future too.

Mrs. Kranyak stated, if you could confirm what the problem is that is causing this the perhaps we would be more at ease.

Mr. Parisi stated, we cannot do that right now and I am not sure that any one can. We are pursuing it and I understand that we are pretty persistent in doing so.

Mrs. Kranyak wanted it on record that she wished the Town would contact the other neighbors and give serious consideration to extending the water main if you don't find a reason for this contamination.

Mayor Dickinson stated that the Town will look to notify everyone along Clintonville Road who is on a well regarding this project to see whether or not they have any interest....

Mr. Parisi asked, will that be done by ordinance?

Mayor Dickinson responded, let's first deal with whether there is a need for anything. After that we will deal with the funding. It would have to be by ordinance. We would need to notify them and make sure that everyone knows what is happening for what reason.

Mr. Parisi reminded everyone that the Council will vote on this with the understanding that it is contingent upon the fact that there is one hundred percent (100%) cooperation. The Council will expect to be notified if there is or is not one hundred percent (100%) participation. Is that clear for everyone?

Mr. Robert Pocobello, Meriden resident, son of Mr. & Mrs. Pocobello of 913 Clintonville Road stated that he is concerned about the stipulation that there must be one hundred percent (100%) approval of the agreement for the work to begin. What if there is one or two families that do not wish to tie into the main? Does that mean that my parents will not be able to have the water that they want and need?

Mayor Dickinson responded, unfortunately, without one hundred percent cooperation we would then have to move to the ordinance process. The reason for that is that if there were one property in the middle and the main ran in front of the property, that property would not pay for the water main at all. Everyone else would be picking up the cost of that. Obviously, that property would have to connect, but it wouldn't be fair to everyone. At that point we would have to go to the ordinance process by which everyone pays by linear foot the length of the main along their property and the cost is apportioned out over the properties. It would be a longer time to get it, we would still be looking to put a water main in, it would mean that we would have to adopt an ordinance and use that route.

Mr. Robert Pocobello asked, what is involved in capping a well and what will that cost and will the property owner have to foot that bill if they are required to cap the well?

Mr. Yasensky responded, the procedure is outlined by D.E.P. and is referred to as well abandonment. You have to fill the well to certain levels with certain materials; certain types of clays, grouts, sands....it is a layered effect. The cost is somewhere around \$200-\$400 approximately.

Mr. Pocobello thanked the Town for moving so quickly on this matter. He reminded the Councilors that everyone has been handed a legal document that they want to review carefully. It is happening fast and they want to make sure they understand what is in this legal document.

Robert Erdos, 921 Clintonville Road stated, this project is going to cost between \$50,000 and \$100,000 correct?

Mr. Parisi responded, correct.

Mr. Erdos asked, it won't go over \$100,000?

Mr. Dann responded, I cannot tell you that until I get the actual quotes in hand. That was a preliminary estimate based on standard pricing that we see when mains go in. I need to get quotes that are specific to this project and that will be the best way to tell.

Mr. Erdos asked, is the Town willing to kick in \$50,000?

Mr. Gessert responded, the P.U.C. commission has accepted that as well as Mr. Dann.

Mr. Erdos stated, this Town should have an emergency fund right? If the Town really wanted to help us that much they would ask us to split the cost. If this project cost \$50,000 the property owners are stuck with the entire bill. The Town would get away without spending a dime. I just built a home eight months ago and did everything that the Town told me to do, put a well in. So I feel that the Town should hold some responsibility to get me water.

Mr. Parisi asked, the Town told you to put in the well?

Mr. Erdos responded, yes, the Town told my contractor to.

Mr. Parisi stated, we are beating an issue that is not going to have a solution. The Town has, in essence, put up half the price. We are lucky enough to only have it cost \$50,000.

Mr. Erdos stated, if it goes to \$100,000 then we will still have a \$50,000 bill. But if the bill is only \$50,000 then it is \$50,000 for the residents to pay and zero for the Town to pay.

Mayor Dickinson stated, keep in mind that under State law the full cost would be on the homeowner. It is an easy thing to say that government should come in and pay for it, however, if we had that policy throughout town, I don't think you could possibly ever anticipate what the water/sewer bill would be.

Mr. Erdos responded, this is an emergency.

Mayor Dickinson stated, the emergency is always in the eye of the beholder. We have wells that have failed that are not in this area and the residents have suffered without water in circumstances where I don't believe that there are any water mains close to them. If we have a policy to provide municipal water where ever there be a water problem, those mains would be going everywhere through town without any cost control. The price of water would go right through the roof.

Mr. Parisi called for a vote of the Council at this time.

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

The Chair declared a five minute recess.

ITEM #4 Consider and Approve a Waiver of Bid to Proceed with Hiring a Contractor for the Installation of a Water Main in the Clintonville Road Area - Water Division

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

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

ITEM #5 Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Regards to the Sale/Lease and/or Purchase of Real Estate

Motion was made by Mr. Rys to Enter Into Executive Session, seconded by Mr. Farrell.

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

Present in Executive Session were all Councilors with the exception of Mr. Zappala, Mayor Dickinson and Corporation Counselor Adam Mantzaris.

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

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

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

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

There being no further business the meeting adjourned at 6:56 P.M.

Meeting recorded and transcribed by:

Kathryn F. Milano
Kathryn F. Milano
Town Council Secretary

Approved by:

Robert F. Parisi
Robert F. Parisi, Chairman

8-27-96

Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

8-28-96

Date

Appendix I

AGREEMENT

WHEREAS, certain residents of Clintonville Road have requested that the Town of Wallingford extend its water main to service their properties, said properties being generally numbered 900 through 925, on Clintonville Road; and

WHEREAS, the Town of Wallingford, Department of Public Utilities, "PUC", is agreeable to installing said water main; and

WHEREAS, those certain residents have each agreed to pay a not to exceed water main extension charge of Five Thousand Dollars (\$5,000.00) in consideration of said water main extension.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The PUC will extend approximately 1,140 feet of water main in Clintonville Road to service the properties of said residents and will expend the funds necessary to accomplish said extension.
2. The said not to exceed payment includes the excavation of Clintonville Road from the water main to the curb side of each of the properties of said residents.
3. The undersigned, owners of property at _____ Clintonville Road, promise that, in consideration of the matters set forth herein, agree as follows:
 - (a) To pay to the PUC the sum of Five Thousand and No/100 Dollars (\$5,000.00). Payment in full, without interest, shall be

due and payable on or before January 1, 1997. If not paid in full by said date, then said principal sum or any balance due shall bear interest at the rate of Eight Percent (8%) per annum commencing on January 1, 1997 and shall be payable in three equal principal annual installments, together with accrued interest, as follows: the first on or before January 1, 1998, the second on or before January 1, 1999 and the third on or before January 1, 2000.

(b) That failure to pay any of said installments within Fifteen (15) Days of the due date shall constitute a default in the undersigned owner's obligation under this Agreement and the PUC may, at its option, cause the water to the undersigned owner's premises to be shut off until payment is made or bring suit to foreclosure the lien against the premises created by this Agreement. In the event of default, the undersigned owners agree to pay the PUC its reasonable costs in enforcing its rights under this Agreement, including a reasonable attorney's fee and other related litigation and appraisal expenses.

(c) To pay the cost of the installation of water service from the water main to the curb fronting their property at the following rates, depending on the size of their particular service: 3/4 inch @ \$230.00; 1 inch @ \$265.00; 1 1/4 inch @ \$370.00; 1 1/2 inch @ \$425.00; 2 inch @ \$535.00. The installation of such service shall be performed by the Water Division of the PUC and/or the contractor engaged by the PUC to extend and install the water main. The undersigned owners further agree to pay for furnishing and installing the water meter on their premises in accordance with the

rates established by the PUC.

(d) That the installation of water service from the curb fronting their premises to their dwelling house is their responsibility. Additionally, said owners acknowledge that any modifications to their existing plumbing necessary for the installation of said water meter is their responsibility.

(e) That, not later than seven (7) days after notification by the PUC that they are able to connect to the water main, they will engage authorized contractors to connect their water service to the public water main in accordance with the regulations of the PUC.

(f) That the existing well shall be properly abandoned and sealed as directed by the Water Division and the Town of Wallingford Health Department.

4. In the event that the PUC receives grant money or other funds to defray the expense of extending said water main from any other governmental unit, whether State or Federal, or from the person or entity found to have caused the problems with the on site water supply wells of the undersigned owners, then any such monies shall be proportionally credited to the payment obligation of those certain owner-residents serviced by said water. In the further event that the job of extending said water main costs less than the sum of money paid by the residents, then any such excess shall be likewise so credited. Any such credit shall be paid directly to any owner who has paid his share in full or shall be shown as a credit in one or more of the bills sent to owners paying their share in installments.

STATE OF CONNECTICUT)
) ss. Wallingford , 1996
COUNTY OF NEW HAVEN)

Personally appeared
, Signers and Sealers of the foregoing instrument and who
acknowledged the same to be their free act and deed before me this
day of , 1996.

Commissioner of the Superior Court/
Notary Public

STATE OF CONNECTICUT)
) ss. Wallingford , 1996
COUNTY OF NEW HAVEN)

Personally appeared Raymond F. Smith, who acknowledged himself
to be the Director of Public Utilities of the Town of Wallingford
and that he, as such, being authorized so to do, executed the
foregoing Agreement for the purposes therein contained, before me
this day of , 1996.

Commissioner of the Superior Court/
Notary Public