

Summary of Town Council Minutes

September 26, 1985

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Waived the bid to purchase and have modified a 1978 Mack single axle cab/chassis with a new steel 2100 gallon water tank; approved a transfer of \$5,145 from A/C 805-319 to A/C 203EW-Capital and a transfer of \$455 from A/C 203EC-Capital to A/C 203EW-Capital	1-3
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Approved the following tax refunds:	
Leonard & Linda Boyle	\$ 645.84
Michael Ashley II	9.86
Walter & Eleanor Pinkowski	12.79
Roger & Joan Barnes	1,064.44
Craig Ackerman	28.61
	<u>\$1,761.54</u>
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Amended the General Fund Revenue Budget A/C 101-003 Overpayment of Taxes \$18,834.00 and amended the General Fund Expenditure Budget A/C 142-891 Refund of Overpayments \$18,834.00 and authorized refund to Mohawk Aluminum of \$18,833.88.	50
Transferred \$1,000 from A/C 142-130 to A/C 142-140.	50
Transferred \$245 from A/C 601A-900 to A/C 805-319.	50
Noted for the record the monthly financial reports of the Town of Wallingford for the month of August 1985.	50

Established A/C 132-604 and transfer of \$2,500 from A/C 132-125 to A/C 132-604.	50
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TOWN COUNCIL MEETING

September 26, 1985

7:30 p.m.

This meeting is a continuation of the meeting of Tuesday, September 24, 1985. The meeting on that night adjourned at 10:05 p.m. to be continued on this date. On Tuesday, September 24, 1985, Items 1 thru 4 were completed.

Chairman Gessert called the meeting to order at 7:35 p.m. and all Council Members were present. He then again explained that Items 1-4 of Tuesday nights agenda were completed and they would move right on to Item 5.

Chairman Gessert then explained that Item 5 had 3 parts to it and he would prefer that they take all 3 as 1 item.

Mr. Krupp then moved to waive the bid to purchase and have modified a 1978 Mack Single axle cab/chassis with a new steel 2100 gallon water tank; transfer \$5,145 from A/C 203R-Capital to A/C 203EW-Capital and transfer \$455 from A/C 203EC-Capital to A/C 203EW-Capital; seconded by Mr. Holmes.

Chairman Gessert then notes that back at budget time when they were talking about funding this particular vehicle, \$20,000 was for this type of purchase for both East Wallingford and North Farms. North Farms was able to come in around that \$20,000 figure because they had a truck they could take the tank from and use. East Wallingford's situation is a little different. Their tank is no longer usable so it necessitates a new tank along with a cab and chassis and other work that has to be done. At that time the Council asked the East Wallingford Fire Department to shoot for the \$20,000 and we gave them our willingness to go on that if necessary. They found a vehicle close to the target we set.

Chief McElfish states they had looked at numerous places. Places that Chairman Gessert had recommended, in Hartford, New Haven etc. but they were unable to find a good usable cab/chassis. With the luck North Farms had had with the one dealer in Boston, one weekend we went up and talked to people at Salami's truck Center and were able to find a unit that would more than do the job. It is a heavy duty 1978 Mack. It was used to haul for Pepperidge Farms so it didn't have the heavy usage of hauling gravel etc. The unit is in very good mechanical and body condition. What they tried to do was to have one dealer handle everything. What they are going to do is to stretch the frame to proper length, install power steering, paint entire vehicle, install a new steel 2100 gallon water tank, then when it gets here a volunteer will be putting on the light guards, venting system etc and they will be involved and save quite a few thousand dollars by doing the work at the station. A lot of the items they already have and will take off the old tanker and use. It will be a heavy duty 1978 Mack. They have all the warranty records, service records and it has 250,000 miles which isn't that much for an older truck. It was a leased truck provided by Salami so they knew the truck.

Chairman Gessert then states that they had North Farms vehicle here Tuesday night and it seems to be a very sound vehicle.

Chief McElfish states that was a very good vehicle and again they were able to use the 2600 gallon tank for that. This one has a 2100 gallon tank which will give us a sufficient amount of water and this is really a long term investment with the steel tank and cab and chassis. It is not something they will come back in 2-3 years and want replaced. It is a used vehicle but very economical. The money that was in excess comes from the money that was saved on the new Pumper. They had appropriated \$150,000 and it was less than \$135,000. 566

Mr. Polanski asks what was saved for the \$455. Chief McElfish states that was the dictaphone. The 8-track tape recording device. It is hooked into the phone on the radio. He doesn't know how much this was it was in the budget. Chairman Gessert then states that he believes this would be \$10,000-\$12,000.

Mr. Holmes states that after seeing North Farms truck, he feels a lot safer and more at ease for the people driving those vehicles. He doesn't think before he would have accepted a ride even if it was empty. He would like to commend them for searching for these vehicles and he feels they have done a good job.

Mr. Killen states he doesn't believe the balance from the new truck was put into the capital account. The money in the capital account was \$5,900 and he believes it was broken down to 3-4 items. We bought the vehicle right around budget time and we did not go through an ordinary procedure. There was no residue. This was done before we had adopted this particular budget so there was not a balance to carry over. We were given 4-5 items from capital that totaled \$5,900. If we take \$5,145 from it we are going to be short somewhere along the line. Mr. Killen then explains this to Mr. Myers.

Mr. Myers states they cannot use this. That lapsed on June 30, 1985.

Chief McElfish states he thought a capital item lasted 3 years. This is what he was under the impression of. The capital money is put aside for a 3 year period. Since they didn't use the whole \$150,000 he thought there was still the \$5,000 there.

Mr. Killen states he went through the things and they gave him 2 items for \$3,400.

Chairman Gessert then asks Mr. Myers if we can take it from there and if not, where can we take it from.

Mr. Myers asks Chief McElfish if he has open positions. Chief McElfish states no. He then states he thought this money would carry for 3 years.

Mr. Killen again states this was not normal procedure. We did this just before budget time or about budget time. If this had been done after we adopted the budget it would have been part of this years budget and any residue would have been here. The problem is there is only \$5,900 in your total capital budget and that is for specific items. If we take this \$5,100 you are going to be short.

Chief McElfish states the \$5,100 is there. If not this years budget then from last years budget so it just rolls over doesn't it?

Mr. Myers states that his recommendation now would be to take it out of contingency and he will have to close the capital from last year. We are in two different years. Two different sets of books. He will have to close the balance in the pumper from last year and they will have to appropriate this money from contingency, 805-319.

Mrs. Bergamini then asks for something like this doesn't he usually check? Mr. Myers states that he missed it. No place on here does it say this is coming from last year's pumper. It just says new pumper.

Chairman Gessert states that if the Chief had any vacant positions, they could take it from there. If the surplus was added up at this time they could take it from there. The excess from the pumper obviously went into the surplus at the end of the year.

Chief McElfish states that they just paid for the pumper over the last few weeks. This is why he thought this money would carry over

Mrs. Bergamini then states that emergency's haven't started yet and she gets nervous taking the \$5,000 from contingency. She is not blaming the Chief and she felt the same way he did that it would carry over for 3 years. 567

Mr. Krupp then amends his motion that the transfer of \$5,145 be transferred from 805-319 to A/C 203EW-Capital.

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

Mr. Myers is then told they did vote this out of contingency.

Chief McElfish then states that there is one item he has. This is Item 29 on the agenda.

Mr. Killen then moved to move up Item 29 on the agenda; seconded by Mrs. Bergamini.

VOTE: Unanimous ayes; motion duly carried.

Mrs. Bergamini then asks come January, if you run out of contingency what do you do?

Chairman Gessert states that the surplus is concluded and when the audit comes in around December and then you know what you have in surplus and you replenish this.

Mrs. Bergamini then moved to move \$3,400 from A/C 805-319 to A/C C203-R; Mr. Krupp then seconded this for discussion.

Mrs. Bergamini then read the letter from Assistant Fire Chief Lefebvre explaining the reason for the repaving stating that damage had occurred during the construction of the new Police facility and explaining that they were given an extremely cheap price of 80¢ a square foot.

Mr. Krupp then asks who did further damage?

Chairman Gessert then states when they brought in the underground utilities, the underground electric and run the conduit to the street, they went on a diagonal across the Fire Department's driveway. Mr. Krupp then asks who they? Chairman Gessert then states he believes the Electric Division. They don't dig the whole but they need to path for the conduit.

Mayor Dickinson then states it would be patched. Where you disturb something like that on a construction project, you are obligated to return it to the approximate condition it was before. There is no way about it, it would be a patch. That is all they legally have to do. The contractor that put it in would have to patch. You know the problem we have with patches, so given the condition of the pavement, it seemed logical to replace all the pavement at one time at a price that was good. The smaller the job, the higher the cost. For a small project you are looking at \$1.25 per square foot. This was at 80¢ because it was part of a larger project. Instead of having a patch that would be a continuing source of problem and deterioration with salt and everything else during the winter. The whole project is done at one time including the back area where parts were broken up. Also, it looks a lot better to have it all done at one time.

Mr. Diana then asks if this is completed. He is told it is except for the final sealing. He then asks who gave the final authorization for this.

Mayor Dickinson states he did following contact with all if not most of the Council Members.

Chairman Gessert states that this came up last week. The Mayor's office called him and he said he could see the logic in it. If the majority of the Council members agreed with it, he would say go ahead. He then states the Mayor's office contacted the Council members and asked them for their comments on it.

Mayor Dickinson then notes that the Council secretary had called the Council Members.

Chairman Gessert then states she attempted to contact all the Council Members. She replies she did contact most.

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Mr. Killen states he was contacted and at that time he protested and he is still protesting. This is not the way this Town is suppose to do business. He can understand the logic but if someone comes along and says hey I'm working in your neighborhood and I can give you a good price on it, pretty soon we are going to get rid of our purchasing agent. If you want to save his salary fine, but the Town should not be operating this way. I protested at that time and I protest again this evening.

Mr. Krupp then moved to amend the motion to add authorization to waive the bidding procedure; seconded by Mrs. Bergamini. This he considers a friendly amendment.

Mr. Diana then adds if this was a department head doing this, we would have handed his head to him on a platter. He agrees with Bert.

He doesn't feel this is something we should be doing in the future.

Mrs. Bergamini then states that normally she would agree except that is a well traveled sidewalk and what we don't need is another law suit. One reason why she is going for it is because she looked at it and could see a patch job wouldn't do.

Mr. Diana says he agrees with the logic of it but it is a bad precedent to start.

Mrs. Bergamini states that the way law suits are going, you just have to bend a little more than you usually do and this is her reason for going with it.

Mr. Rys then states this wasn't only done to the front, it was also done to the rear? He is told yes. Chief McElfish states that parking lot was not in the best of shape.

Mr. Killen states he saw the paving was being done and he saw they are going a little further into the grass, are we going to have any grass left in front of that building.

Chairman Gessert states that the grass in front of the building will be removed and the entire area between the building and the sidewalk will be reseeded. There will be grass.

Mr. Killen states there will be grass. He then states that he feels those trees coming down were not quite so accidental the more he sees the narrowing of that area.

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

Chief McElfish then gives the Council an update on the pumpers and when they will be in service.

Chairman Gessert then states they will move on to Item 6. This item is to consider and approve a resolution authorizing the Mayor to sign an application for funding continuation prior to October 1, 1985 for the Social Services Block Grant Program (Title XX Program), and act on behalf of the Town should the State offer the grant. This item was requested by Donald W. Roe, State & Federal Program Administrator.

Chairman Gessert then goes on to say they do have a letter from Don Roe explaining the reason for this application along with a copy of the resolution. He then asks Mrs. Bergamini to read the resolution.

Mrs. Bergamini then reads the resolution. Mrs. Bergamini then moves the resolution seconded by Mr. Krupp.

Mayor Dickinson then notes he has another copy of the resolution with a little bit different wording. It is the same thing but what happened is they gave us different language in the past few days and he wasn't sure they had the new one. The second one handed out is the correct copy.

Mrs. Bergamini then notes that she made the original motion and she can just read the two additional paragraphs. Mrs. Bergamini then withdrew her original motion. She then read the following correct resolution:

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CERTIFIED RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF WALLINGFORD FOR A SOCIAL SERVICES BLOCK GRANT PROGRAM (SSBG)

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

(Date)

(Clerk)

(Secretary)

(SEAL)

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

WHEREAS, it is desirable and in the public interest that the Town of Wallingford make application to the State in order to undertake programs under the Social Services Block Grant Program and, to execute Grant Action Requests therefore. It is understood that the Town of Wallingford will provide a local grant-in-aid, where applicable, in accordance with the requirements of Chapter 133 and 300a of the Connecticut General Statutes, as appropriate.

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

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapter 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grant-in-aid to the extent that they are necessary and required for said programs.
3. That the filing of applications by the Town in amounts not to exceed a total of \$18,000.00 is hereby approved, and that the MAYOR OF THE TOWN OF WALLINGFORD is hereby authorized and directed to execute and file such applications with the Commissioner of Human Resources, to provide such additional information, to execute Grant Action Requests with the State of Connecticut for state financial assistance if such agreements are offered, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the TOWN OF WALLINGFORD.

Mrs. Bergamini then moved the corrected resolution; seconded by Mr. Rys.

Mr. Krupp then asks what Chapters 133 and 300a of the Connecticut General Statutes say?

Mayor Dickinson says off hand he does not have that information. He does know this is the meals on wheels program. We have applied for it every year and this is the application we made this year.

Mr. Krupp says we are about to sit here under this new resolution and say we are cognizant of the conditions and prerequisites of these two State Statutes and nobody has any idea of what they say.

Mrs. Bergamini states that these were brought up the other night when we were discussing the elderly being moved from the Convalescent home. The Mayor is right. This is what it addresses. This is not something we haven't done. She believes Phil Hamel has done this on a yearly basis.

Mr. Krupp then says that every year he asks the same questions and he doesn't get an answer.

Chairman Gessert then asks the Mayor if he would be kind enough to send Mr. Krupp a copy of those two Statutes. Mayor Dickinson says he will send them.

TE: Unanimous ayes with the exception of Mr. Krupp who voted no;
Motion duly carried.

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Item 7 is next up for discussion.

5. Bergamini read the resolution for Item 7. This resolution is considered Page 8 of these minutes.
6. Bergamini then moved the resolution; seconded by Mr. Rys.

Polanski then states that he has asked for this and he has received from Don Roe, a breakdown of what services are provided by SCOW and who receives these services.

Chairman Gessert then states that under the terms of the agreement, particular funding is known as SCOW. Under SCOW guidelines he does not believe they are limited to Spanish people.

Polanski asked for a breakdown of this and never got it.

Council Secretary is then told to direct a letter to Don Roe requesting a breakdown of services provided by SCOW and who is the recipient of those services.

Krupp then states that along with Chapters 133 and 300a, his only objection that he will repeat again, in the absence of the Department of Human Resources in the Town of Wallingford, it would probably not be cognizant that the appropriate agency to go to is something called the Spanish Community of Wallingford. He believes it should somehow modify its name or do something to indicate the range of services it provides for the separate agencies.

CERTIFIED RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF WALLINGFORD FOR A COMMUNITY SERVICE PROGRAM

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

(Date)

(Clerk)

(Secretary)

(SEAL)

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

WHEREAS, it is desirable and in the public interest that the TOWN OF WALLINGFORD make application to the State in order to undertake a Community Service Program and, to execute a Grant Action Request therefore. It is understood that the TOWN OF WALLINGFORD will provide a local grant-in-aid, where applicable, in accordance with the requirements of Chapter 133 and 300a of the Connecticut General Statutes, as appropriate.

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

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapter 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the TOWN OF WALLINGFORD in an amount not to exceed \$32,000 is hereby approved, and that the MAYOR OF THE TOWN OF WALLINGFORD is hereby authorized and directed to execute and file such application with the Commissioner of Human

Resources, to provide such additional information, to execute a Grant Action Request with the State of Connecticut for state financial assistance if such an agreement is offered, to execute any amendments, revisions, and revisions thereto, and to act as the authorized representative of the TOWN OF WALLINGFORD. 571

Mr. Killen states he has served on the Board of SCOW for the last 3 years. He has never been happy with the program. It sounds a heck of a lot nicer on paper than the way he sees it operate. He can't see it continuing the way it is. He has served on other Boards in Town and every one of them has volunteers to keep them going. Yet, there is no such thing as volunteers here. You have a paid Director and a program that comes from the paid director. Other than that, it is no larger now that it was in the store front on Hall Avenue. It is not going anywhere and he doesn't feel we should continue this.

Mrs. Bergamini states that Bert has made that comment before but isn't there something we could do about it?

Mr. Killen says he has spun his wheels. He has brought the point up. He says you can drive a horse to water, but you can't make him drink. This is what is happening here. There is a constant turn of Directors, there are 5-6 items on a meeting agenda, they go through the items with 5-6 people and go home in ½ hour. There is not much accomplished except for the administrator herself. There is no core of volunteers to help those people who have language barriers. There is nobody to say if you need a ride to the doctors we have volunteers. Almost everyone calls on volunteers to operate. We don't have that category of people down there. It has discouraged me.

Mr. Polanski states this is the reason he wants the breakdown. Then they can find out who they are serving. If they are not doing that much, what are they doing with the money they are getting.

Mr. Killen says you are paying off the top. He is not saying there is anything wrong going on there, but he is saying they could do so much more. It could be expanded greatly but it will never get any greater than it is at the rate it is going unless there are more people brought into the program and he doesn't know how to bring them in.

Mr. Krupp then asks the Mayor if SCOW's budget is still administered by the Conservation Commission.

Mayor Dickinson states no. This is the reason of change here. They were not anxious to be doing it. The DHR approval according to the letter here was received and is no longer that they will be overseen by the Conservation Commission. It will be done by the Town Administration.

Mr. Krupp then asks what if the agency receiving the money was a commission of the Town of Wallingford? Could the services that this money is being requested for be administered by a Commission on Human Resources or something of that type as an agency of the Town of Wallingford.

Mayor Dickinson states he does not know. He doesn't know what the terms of the grant are or the background on it. Phil Hamel is getting a quarterly report and he indicated the report would indicate numbers of people served etc. He is looking to get one now.

Mr. Krupp then says if you looked at the name as the Spanish Community of Wallingford, you would assume, most if not all of the general public would assume this is all they are oriented to serve. Therefore the general public may not be aware of the services they offer and they may not be able to attract volunteers to support these services simply because of that reason. He believes either SCOW should change its name to reflect something different, or there should be a separate agency established. Let SCOW fulfill the purposes it implies.

Mrs. Bergamini asks if we can put this off and go on to something else.

Mayor Dickinson states that their action is really requested for tonight on both these items. In fact, the letter requires immediate certification on both due to deadlines for the application and the funding.

Mrs. Bergamini suggests they table this item and go on to something else and then come back to it. 57

Mrs. Bergamini then moved to table this item; seconded by Mr. Krupp.

VOTE: Unanimous ayes; motion duly carried.

Item 8 is then up for discussion.

Mayor Dickinson then asks what about immediate certification on Item 6.

Mrs. Bergamini then notes that they did have a roll call vote and this would allow immediate certification.

Mayor Dickinson states that sometimes they had voted immediate certification separately.

Again Chairman Gessert states that Item 8 is up for discussion.

Mr. Polanski then moved to waive the bidding to allow Hamden Salvage dispose of both passenger and truck tires; seconded by Mr. Holmes.

Mr. Krupp says he has some very strong questions on this item and he is not sure who is going to address them in Mr. Roe's absence.

Mayor Dickinson then indicates that Mike Cassella is here. Mike Cassella then comes up but does indicate he doesn't know how much help he will be.

Mr. Krupp then states that when we underwent the discussion on the new rates, the new fees for the landfill, there was a point brought up about the fact that the difference for tires to compensate for different handling. However, at no point in the discussion of the rates was any point ever brought up that we were going to go with an outside contractor. The only thing that was brought up was special handling at the landfill and then potentially the fact that we would do our own shredding of the tires on a long-term basis. Now we are being asked to waive bid, expenditure of funds etc. to have an outside contractor do this. Why?

Mayor Dickinson states the answer is very simple. When the item was addressed earlier, the plan was to bring in a shredder. Shredders can only handle automobile tires. Not truck tires. In the course of Don Roe's study which was exhausted. He discussed this with some 18 different landfills in operation in Connecticut, and there are only 2 places that handle tires. One is Bloomfield and one is Hamden. Bloomfield uses a shredder but only for automobile tires. They will not take truck tires. Hamden takes both. He doesn't know if they shred or not, he thinks they just dump them, but they do take both.

Mr. Krupp then states he doesn't see anywhere in this letter where it says how much we are being asked to waive the bid for.

Mayor Dickinson states the amount is \$350 a load. Mr. Krupp then asks what is a load. Mayor Dickinson then states a load is a dumpster type.

Mike Cassella then states it is a 30 cubic yard container. Mayor Dickinson then says the load will depend on how many we can fit in there. We are not going to know how many we will fit in there until, what we are going to do is require the deliverer of the tires to hand stack them so that we get the most in there and then it can be weighed. The weight is going to depend on how many automobile tires vs. truck tires. It is a case by case, load by load basis. This is the only way to tell how many tires will go in there and what the weight is. Per load is \$350.

Mr. Krupp states we are being asked to waive the bid and he doesn't know if we are talking about \$80 a ton or \$800 a ton. The only number this far is per load. He doesn't mean to be argumentive but he is going to be because we don't have any information at this stage of the game on what we are waiving the bid for. No one has any idea how many pounds are in a load?

Mayor Dickinson states they are waiving the bid for us to take the tires down to Hamden. We could take one load at a time and that is \$350. He supposes they could argue that is below \$2,000 therefore it doesn't require a bid at all. However, if you have an ongoing course of conduct that you figure will

probably go over \$2,000, you should bid for that. Even though it is separate events. It would be like going out and buying a rug for one room and then buying a rug for another room and stay below the \$2,000 and avoid the bidding. We don't know how many loads it is going to be. It could be 2 loads it could be 20. It depends on how many tires come in. Given the fact there is no way to tell what the weight will be. It will depend on what tires are stacked in any given load as to what the weight is going to be. It is really \$350 per load. This is all the information we have. To engage the services of Hamden, we have to be in a position to say, rightfully under the Town Charter, we are doing that since it is possible this will go over \$2,000. Waive the bid and this will allow us to go down there. Otherwise we will go to Bloomfield with some of them and still have the truck tires to deal with or we hire a shredder to come in here and he only deals with auto tires and we still have the truck tires. Hamden seems to be the only place to go and deal with whole matter.

Mr. Krupp then says or somebody picks up the phone and calls Hamden and says "How much is in a load?"

Phil Hamel then says this would be an estimate. What are we risking? We are going to have them take 2-3 loads at \$350 a piece, we are going to weigh the container coming in empty, we are going to weigh it on the way out, we will know how much we are paying per ton on an average load.

Mr. Krupp states that we are talking about more than 2-3 loads. We have a transfer request of \$2,000 that goes along with this. He wants to know if he is expending that \$2,000 for an income of \$80 or an income of \$3,000.

Mr. Hamel then says once we have sent out 3 loads and we have weighed it on the scale and we know what the average weight is per load, we can report back to the Council and say, this is how much we are getting for our \$350 and then we can look at the tip fee and see if it needs adjusting.

Mayor Dickinson states as soon as they know he will know. They don't know now themselves. We can't stack them in this dumpster and use it until they have the right to do so.

Mr. Krupp states the point he is trying to make is Hamden Salvage disposes of tires from other sources in the same size container. Is it unreasonable to call them and ask them how many pounds these containers normally hold?

Chairman Gessert states we are beating a dead horse. We are going around and around in the circle and the bottom line is that question hasn't been answered. They can call tomorrow and get an estimate if he has one and all it would be is an estimate or we can approve this and within a reasonable amount of time we are going to have an accurate figure based on reality rather than theory.

Mr. Krupp then states in the meantime, you have already granted the authority to waive the bid.

Chairman Gessert states correct. Mrs. Bergamini then states we aren't really waiving the bid since only one person does this. What is your recourse? Obviously Don Roe has checked. He called about 18 different places. Where is the competition going to come from? You put something out to bid to get the best price. If they can't do truck tires, we are back to where we started.

Mayor Dickinson then states that according to Don's letter it says there are two licensed facilities to dispose of tires in the State of Connecticut according to DEP. Beside Hamden there is a company in Bloomfield, which limits its tires to passenger tires only and does not provide the portal to portal service provided by Hamden Salvage. Hamden comes up here and takes it out for us.

Mr. Krupp then asks what we have been doing for the last 20 years?

Mayor Dickinson states they have been buried.

Mr. Krupp states that if we have been disposing them for the last 20 years, he would like to know what he is getting in return for his money.

Chairman Gessert states he is getting to be in conformance with the State Statutes.

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Mr. Krupp states that the State does not mandate that you have to shred the tires.

Chairman Gessert states no but they also tell you you can no longer bury them in the landfill either.

Mr. Polanski then states that again at no time during the discussion was Wallingford going to get into the tire shredding business. It was going to be done from someone on the outside anyway. The only discussion was to bring the shredder here to do it. Now this is going to go out to a private contractor on his own land in order to shred the tires.

Mr. Rys then asks Mr. Myers, the account was originally budgeted in 85-86. This is A/C 503-01. It was originally budgeted for \$4,500. Then we must have added another \$2,000 to that budget because it shows a total of \$6,631. According to the budget right now, it only has an encumbered funds of \$516 so where are we going to come up with the \$1,500 from.

Mr. Myers says that Steve Deak had a purchase out for 3 vibrators - for less than he had anticipated so the process is clearing now.

Mr. Rys then says the encumbered \$1,345 may be coming back into the unencumbered? Mr. Myers says exactly.

Mr. Killen then states is it correct that you have \$1,300 left of \$4,500 for 3 vibrators.

Mr. Myers then states he had 3 vibrators and something else but he did not bring his budget book.

Mr. Killen says this is coming from vibrators but he cannot understand \$4,500 and he is that much out of line.

Mr. Myers states this is what he claims. He claims he bid them and they came in that cheap. He can't believe it himself.

Mr. Rys then states that somewhere along the line there must have been a transfer of \$2,133.

Mr. Myers states that this money is coming from the vibrators.

Mr. Diana then states that we just got a bit carried away with the bid waivers. We have 4 out of 10 items on the agenda tonight are bid waivers. A waiver is suppose to be somewhat of an emergency but these things keep getting thrown at us. 4 out of 10 items are for waivers. We have doubled our landfill fees, we have cut our landfill hours and now we are being asked to spend more money. These are all things that should have been discussed when we had the foresight to raise fees. He was against it then and he is against it now. If we were to just bury the tires. Phil, we are going to be getting rid of this landfill anyway. If we were to just bury the tires, the intention of cutting the landfill hours was so that the people could work on the property and bury the tires etc., this is what was said that night. Can we just bury them.

Mr. Hamel says yes and no. It is a real problem. Mike can tell you better than he can.

Mr. Cassella then says the idea to cut the landfill hours was to bury garbage putting 6" of fill on the garbage. We cannot bury the tires. They have stopped us from this. They have just put up a snow fence down there.

Mr. Diana then states the men needed extra time to bury the garbage and he thought tires was one of the reasons.

Mr. Cassella then says Hamden Salvage is going to take all tires. They will take truck and automobile tires. He is going to shred the passenger tires and he will use the truck tires for erosion control.

Mr. Diana states that this may facilitate us to sometime along the line raise landfill fees. Is that possible.

Mr. Cassella states it is possible. Right now all they are going for is an experimental stage. We have to see how it works out.

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Chairman Gessert then adds, to clarify he asks the Mayor if this is not a long term contract. Can we cancel this at any time?

Mayor Dickinson states it is not a contract at all. We ask them to bring up a dumpster, we fill it and then they take it away. If we don't tell them to bring it in that is it.

Chairman Gessert then says if we do this for 2-3 months and decide we don't want to do it, we aren't locked in to any long term commitment.

Mayor Dickinson states he is not aware of any long-term contract at all. We are not signing anything other than if they bring up a dumpster, we are obligating ourselves to pay for what is being hauled away.

Mr. Killen then says his question had to deal with what the Mayor clarified. We have a letter and on the back is the so called terms under which we enter into a so called contract. It says there, the 32 cubic yard container shall be removed from the Wallingford Municipal Landfill at least once during each calendar week. He then said for \$2,000 how long are we going to go this way? Again he questions if it says and shall which is always mandatory, he is asking again if this was not for purposes of clearing the air why were we given the letter.

Mayor Dickinson then says to his knowledge, if they were entering into a contract, it would have to be on here for approval.

He doesn't have any approval to sign a contract with Hamden Salvage. All it is is a transfer of funds for their services. If there has to be a contract, as you can see, there is nothing to sign and he is not obligating or has the intention of obligating the Town to a weekly load. We don't have that many tires.

Mr. Killen then states he is not being smart about it but there was no item beforehand on the Firehouse and it got done. This is why he gets leary along the way.

Mayor Dickinson states the Firehouse was done after contact with the Council members. There is no one up there other than Ed that wasn't aware of it.

Mr. Killen states that this is why he is leary. He would have been better off if he didn't get this letter saying they were going to remove it once a week. If he can assure him that this would be an open end affair for the \$2,000 he can live with that.

Mayor Dickinson states as far as he is concerned we are not entering into a contract at all for any amount of money. If there is something different they would have to come in with a contract. His understanding is that it is on a per load basis. If we don't have a load, we don't spend any money. If it is different, he would have to come in with a contract.

Mr. Killen then says the 2nd paragraph says based upon our experience with different municipalities the following has been accepted as standard operating procedures. This to him, this is based on their conversation with Mr. Dunn and Mr. Deak, he is assuming they made this offer. Are they to understand what you seem to understand? We seem to have our end of it straightened out, do they understand?

Mayor Dickinson states he will have to have a conversation with Steve Deak. He states that at the time, there was no comment about a contract. Certainly, Steve Deak doesn't have the authority to enter the Town into a contract.

Mr. Killen says if this is the way they do it and they feel we are accepting that, he hates to find out later on they accepted it in due faith.

Mayor Dickinson states he will make sure there is no misunderstanding. If there is, we do nothing because there has to be a contract.

Chairman Gessert then asks the Mayor if he will get in touch with them and advise them that Item 1 in their letter will be changed to say the 30 yard container will be removed when requested by the Town of Wallingford and at such a period that is desirable to us.

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Mr. Holmes states there is some concern about waiving this particular bid. To reiterate what Marie said, there is no competitive position on the marketplace for this. This is the only company that will take truck tires and passenger tires. We are forced with the decision to go with Hamden Tire. We may see that this \$80 tip fee does not cover the cost of disposing them. Again, we have been subsidizing the landfill through tax dollars for many years. The landfill does not pay for itself. We always have to kick in tax dollars. The landfill should be self sustained. The largest cross we face in trying to put truck tires into the landfill is just counter productive to everything we try to do with the landfill.

Mrs. Papale then states that last month we ran into a problem with raising the tip fee for Tri-State tire and disposing of their tires. We are in court right now because of this situation. What happens to Tri-State Tire now. Would it be cheaper for him to just bring his tires down there himself or would he still have to dump and pay that \$80 fee.

Mayor Dickinson states he would be paying \$80 to us if he brought them to the landfill. This was to cover our costs of disposing the tires. Whether the \$80 a ton covers the \$350 per load is what we don't know because we don't know how many tires fit into the dumpster. We don't know what the weight of it is until we get some history and weigh the dumpster.

Mrs. Papale states she is one who did not vote for that amount. She feels that is much to much money. She feels he has a problem. She thought this was the whole thing to take care of the tires.

Mayor Dickinson states it is not a bigger problem. What they are looking to do is to dispose of something no one in CT seems to want. As indicated in Don's letter, 2 licensed landfills in the State will handle tires. This goes to tell you nobody wants them. Part of the reason they don't want them in the landfill is because they come back up through the soil and they are real hazards to people operating equipment. For that reasoning we are looking for a way to dispose of them that we can handle financially. If it is the same per ton rate as any other trash or refuse, it doesn't really cover the costs. The rest of it then subsidizes the special waste such as tires. If that is what everyone wants to do, the rest of the municipal fees, the tax structure subsidize special waste, that can be done.

Mrs. Papale states that something has to be done. Tri-State is not accepting tires from their customers because they don't want to pay this tip fee. People who are buying tires have their own tires and they don't know what to do with them.

Don Roe says we have the answer. Hamden Salvage. This is the place to go with them.

Mrs. Papale then asks if it will still cost the tire people the same amount of money.

Mr. Roe says that it was introduced in court that they were going to charge a particular dealer \$400 per 30/yd. We got a deal at \$350.

Chairman Gessert states if the trucking company has these tires and they take them off their truck to get new ones, if Tri-State doesn't take them back, it is up to that trucking company to either make their own arrangement with Hamden Tire or bring them to the Town dump and pay the fee.

Mrs. Papale says it really is a problem.

Mr. Roe says you don't want to put them in landfills. They take up a great amount of space. You are gobbling up your landfill in an inefficient expensive manner. We are very fortunate to have Hamden Tire. The reason is that that is actually stock piling tires in an old clay pit that is full of water. The idea behind stockpiling

is that ultimately the economics might work for tire recycling. Right now in the State of CT the economics are not there. As was mentioned in our meeting when we were pursuing the landfill thing, elsewhere in the country there are other things done with cars. Right now the economics aren't such that makes it economically feasible here. The State of CT is very supportive of the idea of stockpiling tires.

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Mr. Krupp says he still takes exception to a statement contained in here and he thinks that we have a very qualified purchasing professional who will advise us under the uniform commercial code if we accept this bid do we accept the conditions of this bid. The condition of the bid as it stands right now until we receive something in writing to the contrary, implies better than \$17,500 a year in expenditure.

Mayor Dickinson states he is wrong because they are not accepting a contract. All they are doing is voting a transfer. You are not approving a letter or anything from Hamden Salvage. All you are doing is approving a transfer of money.

Mr. Krupp states this is the document before him. We are approving the authorization to waive the bid and go with these people and the document in front of him says that they will make a weekly pickup. This is black and white. Your supposition is you can negotiate some other agreement. He doesn't have that other agreement in front of him. He has this in writing.

Chairman Gessert states that we will be here to about 3:00 if we keep debating this. He then states if you want to delete that weekly pickup item in the letter, he didn't notice it in there, he doesn't like it, you don't like it, it is very simple. Make a motion to amend the agreement that there is no way the Town of Wallingford is going to accept an agreement that commits us to a weekly pickup unless that meets our requirements. Amend our intentions and we will be out of it.

Mr. Killen then made a motion to amend the paragraph in Hamden Salvage's letter to read pickup will be when requested by the Town of Wallingford and no more than \$2,000 will be expended; seconded by Mr. Polanski.

Mayor Dickinson then notes that there is only \$2,000 in this account. There would have to be a transfer if more money was needed.

VOTE: (on the amendment) Unanimous ayes with the exceptions of Mr. Diana who voted no and Mr. Krupp passed; motion duly carried.

VOTE: (Main motion) Unanimous ayes with the exceptions of Mr. Diana and Mr. Krupp who voted no; motion duly carried.

Mr. Killen then notes that he believes they are going to have to establish the account.

Mrs. Bergamini then moved to establish A/C 506-650, Outside Contract Tire Removal; seconded by Mr. Holmes

VOTE: Council members Bergamini, Gessert, Holmes, Papale, Polanski and Rys voted yes. Council members Diana, Krupp and Killen voted no; motion duly carried.

Mrs. Bergamini then moved to transfer \$1,500 from A/C 503-01 and \$500 from A/C 511-01 to A/C 506-650, Outside Contract Tire Removal; seconded by Mr. Rys.

VOTE: Council Members Bergamini, Gessert, Holmes, Papale, Polanski and Rys voted yes. Council members Diana, Killen and Krupp voted no; motion duly carried.

Mr. Holmes then moved to Remove Item 7 from the table; seconded by Mrs. Bergamini.

VOTE: Unanimous ayes; motion duly carried.

Chairman Gessert then explains to Don Roe that there were some questions. Specifically, how many people this covered and in what category etc.

Don Roe then gives them a bit of a report on that in terms of services provided on one quarter 4/1/85 to 6/30/85. As an example, there were clientele, 166 female and 82 males during that period of time. In terms of the number of clients and the way they broke down is 206 of that total were economically disadvantaged of that population as well 248 were in need of language and cultural assistance. Generally the target services in the Grant application in the neighborhood of 900 clients per year. This is what we are looking at for the State now. Their fiscal year runs November 1st through October 31st.

Mr. Polanski then states that the word SCOW, most people are going to think it is for the Spanish community. Are there any other people in there. He wants an idea if the other people who are economically disadvantaged should be welcome.

Don Roe states that in that quarter it identifies 246 were hispanic and 2 were caucasian. He would have to look at other quarters to see if that holds true.

Mr. Krupp then says first the defense rests. Second, if this funding were administered by an agency in the Town of Wallingford such as the Department of Human Resources, would the grant still be available?

Don Roe says the grant is for community services program. Would it necessarily have to go to the agency called SCOW, No.

Mr. Krupp then says that wasn't his question. He then says does it have to be an independent agency or can it be a specifically created agency in the Town of Wallingford?

Don Roe says he does not know the answer to that, he will have to check.

Mr. Krupp then says due to the name of the organization, it would appear that the persons in the general community would not be aware of the fact that they offer a wide range of services. He believes in the population profile that you just gave us of those who received the services airs that.

Mrs. Papale then asks what can be done to change this to make the people aware? Buy pamphlets?

Mr. Roe says perhaps that is needed. The SCOW Board would have to look at that and see how the networking can expand.

Mrs. Papale says she attended one of the SCOW meetings and hispanic isn't just Spanish. She feels most of the people were Portugese. Something else she just wanted to bring up was she spoke to Jay and having his adult education courses right there, she thinks she is right in saying they are starting to work together.

Mr. Roe says this has helped both organizations.

Mrs. Papale then states that Jay seems to think this is very worthwhile.

Mr. Roe says he thinks SCOW could very well be a good feeder program for the people into adult education.

Mr. Polanski says he commented about this during budget session and was told something would be done about letting other people know of the services provided. What has been done? You don't have to tell me tonight but let me know. Mr. Roe says he will.

Mr. Killen says he brought up earlier that the program doesn't seem to be doing what it is reporting on paper. In the three years he has served on the Board, the only good thing that came of it is Jay's program which came by accident because it happened to be in the same building. The other thing is the Spanish people seem to go down to the Senior Citizen's Center. These are the only two things that have been accomplished. The fact that these two things did occur shows that there are horizons out there to be reached and someone has to start reaching them.

Mr. Krupp then says he cannot support this because unless this agency changes its name, to indicate its services to the community, or dedicates itself to the purpose that its name applies and a separate agency is started, people are not going to know that these are real.

You can talk about pamphlets, but in order to create a pamphlet, someone has to go to the office and somebody is not going to go to the office if they are looking for help and they are looking for an agency to turn to and they think it is the Spanish Community of Wallingford. All the pamphlets in the world are not going to help.

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

Item 9 is then up for discussion.

Mr. Polanski then moved to consider a transfer of \$3,500 from A/C 805-319 to A/C 512-540; seconded by Mr. Rys for discussion.

Mr. Cassella then explains that the boiler is broken and can not be repaired.

Mrs. Bergamini then asks if there is such a thing as a used furnace. Mr. Cassella says no.

Mr. Polanski then asks if Town owned buildings are inspected at any time to determine what condition the boiler systems are in.

Mr. Cassella says this was caught during the inspection. Mr. Polanski then asks if any other Town Buildings are having any problems near winter time. Mr. Cassella replies not right now. Not to his knowledge. Mr. Polanski then says that he just wants to be sure that come winter we won't need \$20,000 to replace the whole thing.

Mr. Rys then says some type of preventive maintenance should be kept on our boiler systems and when boilers come 20 to 25 years old, we should be looking at replacing parts or replacing boilers and the time to do that in his opinion would be around budget time. He can't see having the thing break down 2 months into the new budget and having to use the money in contingency.

Mrs. Bergamini says she does not want to go with this. She has a suggestion. When are the police moving? She is told within the next month. She then says hopefully we won't need any heat before that, why can't we vacate that building and put the people in the Police Department offices. She can't see putting \$3,500 into the boiler. She says these people are getting electric heat, they spent about \$1,000 putting in a railing and stairs last year, we are just pouring money into something that is not going to be ours hopefully in a year or so. Plus there will be plenty of space right here. As she recalls there are 8 people in that building. Mr. Killen then states it cannot be more than 10. Mrs. Bergamini then says we are vacating the Police and should have the offices here. She is not going to go for this certainly not to take it out of capital contingency.

Chairman Gessert states the Police Department is vacating 3500 sq. ft. which includes the basement. The basement is totally impossible to use but the 1st and 2nd floors could be used by P & Z and the Building Dept.

Mrs. Bergamini then made a motion to table this item and see whether or not we can come up with a different solution and ask the Mayor to start proceedings to vacate the tenants. Certainly it would be foolish to put \$3,500 into that building at this stage of the game; seconded by Mr. Rys.

Chairman Gessert says it is also ridiculous to spend \$150 a month on electric heat when you collect \$125/month rent.

VOTE: Unanimous ayes; motion duly carried.

Chairman Gessert then asks the Council Secretary to direct a letter to the Mayor telling him we tabled this item in hopes that these people could utilize the police areas when they move out and also to start proceedings to vacate the tenants.

Item 10 is a Report on Sale of \$1,325,000 Bond Anticipation Notes. The following report is then read by Chairman Gessert:

The following bid to purchase \$1,325,000 Various Purpose Bond Anticipation Notes dated October 1, 1985, due June 20, 1986, at par with no premium, interest rate and principal amount set opposite the bid and accrued interest from October 1, 1985, has been accepted:

NAME	PRINCIPAL AMOUNT	RATE %	PREMIUM
Union Trust Company Stamford, Connecticut	\$1,325,000	5.32%	\$ 0.00

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and the following bids were rejected:

Connecticut National Bank	5.46%
The Colonial Bank	5.48%
Manufacturers Hanover Trust Co.	5.58%
United Bank & Trust Co.	5.59%
Bank of Boston	5.60%
Ehrlich-Bober Government Securities, Inc.	5.64%
CitiTrust	5.65%
The Connecticut Bank and Trust Company, N.A.	5.73%
Chemical Bank	5.94%

Such notes shall be in approximately the form previously used for such purpose, and the Mayor, Treasurer and Comptroller are authorized to deliver such notes on behalf of the Town upon receipt of payment therefor and to renew the same within the time limits prescribed by law.

Respectfully submitted,

William W. Dickinson, Jr., Mayor

Thomas A. Myers, Comptroller

Mr. Holmes then moved to award the bid; seconded by Mrs. Bergamini.

Mr. Myers then introduces Mr. Adinolphi and Mr. Post. He then states that on August 13th he forwarded his report to the Council on this sale and what the \$1,325,000 consisted of. It is the initial borrowing for the 1985-86 capital improvement project in the amount of \$708,000. These items are road improvements, bridge storm drainage projects that we fund every year through the Capital and Nonrecurring Fund Program. It also includes \$65,000 to begin paying for initial costs incurred on the Wallingford Sewer Treatment Plant. This is on the actual construction phase of the Sewer Treatment Plant. Namely we put out bids and specs which cost about \$40,000 and we incurred about \$10,000 for engineering services prior to award of the construction contract, \$2,500 for advertising and approximately \$12,000 for other preliminary costs. Postage, bid documents etc. The position he has taken on this is to borrow the money as you see the costs incurred. We are not going to borrow the whole \$38,000,000 up front. Also, the State and Federal Governments will begin reimbursing Wallingford their share of the Grant Fund once we have paid these costs and have applied for the grant. We will stay on top of that. As soon as we pay for the bid documents, we will apply to the State and Federal government to get the funds back. The other item is the \$480,000 that was authorized by Ordinance 330 to begin closure of the process for the Wallingford Landfill. We are very pleased. The market has gone up slightly. The last time we sold notes which were reissuance, it was 4.4 so the market has gone up. What is very pleasing to us is the number of bids. We had 10 bidders. There is a lot of interest in Wallingford paper and the low bid of 5.32 will cost Wallingford \$50,908 in interest to borrow this money. The high bid at 5.94 would cost Wallingford \$56,842.50 to borrow the same amount of money. The competition has produced a \$5,934.50 savings. This is the difference between the high and low bids. We are pleased with competition, and we are pleased with the interest.

Mr. Krupp then asks what it means when it reads such notes shall be in approximately the form previously used.

Mr. Adinolphi states this means that the format of the notes will contain the same language as is usually contained in Wallingford notes except there will be a difference in interest rate, there will be a difference in the paying agent and that is it. The amount of the paper is usually \$25,000 denominations and what we do is we have the issuance of an amount of \$780,000, all of them would be in \$25,000 denominations except for one \$5,000 piece. In the case of the \$480,000 again we would have the \$25,000 and one \$5,000. On \$60,000 they could have two \$25,000 pieces and one \$15,000 piece.

Mr. Holmes then says we received 10 bids on over a million dollars. This is pleasing. We received the interest because we in Wallingford are in a strong position in the financial market. The investors realize Wallingford is a good investment and that our fiscal management policies are sound. He feels we owe Tom Myers and his staff a pat on the back for the work they have done and we have always had pleasing results in the Bond market.

Mr. Polanski then asks how Wallingford rates in interest charges against other towns with similar requests. It would be interesting to know how we make out compared to other towns if you have this.

Mr. Myers then states of course interest varies each day in the market and the credit quality of the Town varies. You would have to compare Wallingford to a similar credit.

Mr. Polanski then asks if we are ahead of other towns, equal to or below in a general look.

He is then told on a day to day basis Wallingford is better.

Mr. Killen then says use the library, you can get all this information there.

Chairman Gessert then states that the interest rates do reflect good records and good financial management of the Town of Wallingford. If we can keep that going, we can continue to benefit from that effort.

VOTE: Unanimous ayes; motion duly carried.

The next item up is the discussion regarding action to be taken on the Taber House.

Mr. Krupp then moved to limit discussion to a maximum of 20 minutes; seconded by Mrs. Bergamini.

VOTE: Council Members Bergamini, Krupp, Papale and Rys voted yes. Council Members Diana, Gessert, Holmes, Killen and Polanski voted no; motion does not carry.

Mr. Killen had first voted yes but then changed his vote to no and this motion did not pass.

Mrs. Bergamini then asks Chairman Gessert if he will set a limit on discussion. Chairman Gessert states he will be happy to set a limit but 20 minutes is a little unreasonable for a discussion going on for 3 years. He doesn't want it to go on for 4 hours either. He would be happy to entertain a motion that we end the discussion in 40 minutes which would be 10 minutes before 10:00 p.m. He would like to give everyone an opportunity to speak and hopes remarks will be kept germane and to the point and make their point and go on to the next person.

Mr. Polanski then asks if we will allow both sides to speak with equal time. We have enough people out there that we don't want to be one sided. Chairman Gessert says he will try to recognize people on both sides of the argument.

Mr. Krupp then moved a maximum of 40 minutes for discussion; seconded by Mr. Polanski.

VOTE: Council Members Bergamini, Gessert, Krupp, Papale, Polanski and Rys voted yes; Council Members Diana, Holmes and Killen voted no; motion duly carried.

Mrs. Bergamini then states this will take us to 10 minutes before

Mrs. Bergamini then moved to authorize the Mayor of Wallingford to sign an agreement with Larry Northrop to sell the house to Mr. Northrop with the original plan to move it to Rocky Hill; seconded by Mr. Krupp. 582

Chairman Gessert then states we will go around the Council table first and then move out to the public.

Mr. Killen then asks if this has been cleared by Planning & Zoning?

Mrs. Bergamini then states the reason P & Z did what they did at their last meeting was because because the Town Attorney ruled that it should not have gone to P & Z in the first place. I understand they rescinded their original vote.

Mr. Krupp says having received the minutes of the meeting, they did in fact rescind their vote and in addition, he believes they then moved to support the plan approved by the Town Council. This was their September 9th meeting.

Mrs. Papale then says the question was we had to vote again because of the P & Z vote and if the P & Z vote really didn't have any difference with what we do with the Taber House, why are we voting again? We voted it one time to sell the house to Mr. Northrop and at that time P & Z took it under their hands and she understands that wasn't even necessary and here we are back again. Why does the vote have to be taken?

Mayor Dickinson says first the Council voted. They voted to sell the property. Then Planning & Zoning took it up and disapproved the action. Before it was taken up, under the State Statute 8-24, it would take a 2/3 vote of the Council to overturn the Planning and Zoning action. Before that occurred, Planning & Zoning took it up again and rescinded their action based upon a letter from the Town Attorney that it wasn't a public building and therefore didn't have to go to Planning and Zoning. Whether or not it is a public building is a very arguable point. Vinny's position was it is legally defensible to say it is not a public building. Many things are legally defensible whether they are the most defensible is another question. He thinks to resolve the issue, it should be regarded as a public building, it was owned by the public, it is owned by the public, therefore he thinks it falls under 8-24. This would mean there should be another vote by the Council to overturn the P & Z decision.

Mrs. Papale then asks if they need 2/3 or 5 votes or what kind of vote is needed now?

Mayor Dickinson says 6 votes. Mrs. Papale says if P & Z voted to rescind their vote in the first place, why do they have to override them. Mayor Dickinson says because their action was based upon an interpretation in the Statute which is subject to different legal interpretations. Mrs. Papale then says why are we paying our Town Attorney so much money if we don't agree with what he says? Mayor Dickinson then says you have a Mayor who is a lawyer too. Mrs. Papale then says again we have a Town Attorney to give us opinions.

Mayor Dickinson says given the fact it was not on the agenda, given the fact that under Vinny's interpretation we could sell the Pierce Plant and never take it to P & Z for action and he doesn't think that is the way that Statute should be read. If we went to sell the Pierce Plant, it would require P & Z approval. However, it is not dedicated public use. So if you use that same argument across the board, you end up with some very tough issues. Unfortunately, he is talking for Vinny here but he thinks he would agree that either side of that question can be argued. There are legal arguments to just about anything. The question is to resolve this issue or to open it up to further legal attack and further horsing around with something that doesn't deserve that kind of argument. In order to take the most conservative approach, and when he says conservative he is saying Vinny may be right, he is not saying he is incorrect as a lawyer, but it is not the most conservative approach. The most conservative approach is to say that action did go to Planning & Zoning, and it did go there, Planning and Zoning rescinded their action but it was based on, like he said, he doesn't think the most conservative interpretation. So that brings us to the point that Planning & Zoning action should be

overturned which would require a 6-3 vote. This is the most legally defensible position of the Town of Wallingford. Maybe you would win on another argument but it is not worth the tilting at windmills.

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Mr. Krupp says he is a little confused by the whole situation. We are being asked to overturn a vote which has been rescinded. Perhaps at face value if that were the only factor involved in this discussion, he might even be willing to consider that argument but there is an additional factor and that is in the standpoint of intent, the Planning & Zoning Commission on September 9th not only rescinded their vote but then by majority vote proceeded to endorse the action taken by the Town Council. He doesn't see where any purpose would be served at this stage of the game of attempting to overturn a nonexistent vote, especially in light of that endorsement. He doesn't feel that overturning motion is an appropriate motion for this Council to consider.

Chairman Gessert says we don't have a motion to overturn. All we have is a motion for the Mayor's authorization to sign a contract.

Mr. Krupp then says may he also point out that the original motion in itself authorized that.

Mr. Killen then says he is the Philadelphian type lawyer. The P & Z can vote any way they want. They can vote to endorse the actions of the Town Council but the problem was that the Town Council could take no action until it had gone before them. How can they endorse an action we couldn't legally take? Under State Statutes they shall take no action, nobody can take any action on the proposal until it had gone to P & Z. This is what held up this thing in the first place. Mr. Krupp then says it has gone before them. Mr. Killen says he knows it has but you said they rescinded it and voted to endorse the action of the Council. The Council's action was illegal at the time.

Mayor Dickinson then tells Mr. Krupp the myths of the P & Z meeting in addition several of those votes upon receipt of the Town Attorney's opinion and his representation that they should not have taken up the matter at all. That is what troubles him. He doesn't think that that is the best legal position for the Town of Wallingford if we are entering into a contract for the house to be moved elsewhere. If that weren't in the minutes and subject to interpretation later on, they would agree. But it is. Some of the people voted, expressly mentioned, if his recollection is correct, that based upon that opinion, they would rescind their vote. That is what gives him pause to feel that further action by the Council is necessary.

Mrs. Bergamini then asks if she has to change her motion. Chairman Gessert then says the motion on the floor is that the Mayor be authorized to sign a contract with Mr. Northrop to move the house.

Mayor Dickinson says that motion is fine but he thinks they should also be voting to overturn the disapproval of the Planning & Zoning Commission.

Mrs. Papale says she is so confused. She didn't think they disapproved. Mayor Dickinson says yes they did. They disapproved and then voted a second time to rescind their disapproval. It is their second rescission he thinks is subject to, that falls short of the kind of action that is necessary.

Mrs. Bergamini says she was at that first P & Z meeting. They didn't even address the question that was presented to them. Their own planner tried to tell that they were addressing a question they had no curfew over. They even gave an incorrect reason for challenging the action of the Town Council. The motion was not proper, the whole thing was improper.

Mayor Dickinson says what you have is a confused situation at best. He agrees. With that kind of scenario, do you do the moderate course, do you take a liberal course or do you take the most conservative approach possible to give you the strongest position. I say take the most conservative approach possible and give yourself the best position.

Mrs. Bergamini then asks what if we don't get the 6-3 vote. Where are we?

Mrs. Bergamini states again what will happen.

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Mayor Dickinson says where are you if it does pass and then it is subject to what he would feel would be fairly good legal attack. You can bring a court action on anything, but if it doesn't have much substance, it goes away. If it has substance, it can sit there for a long time. So you remove as much substance as possible if you want to move things. If there is not support to move it, that is an indication also that the matter isn't ready to be disposed of. He doesn't think it is in the interest of Wallingford to quickly try to move something expeditiously, given the recent events of several meetings, different opinions, and a confused morass of action and non-action.

He states this is what he is talking about. Expeditiously just within that framework. He agrees with Mrs. Bergamini that it has been around far too long.

Mr. Krupp then says what is the answer to Marie's question.

Chairman Gessert then says the point is does Marie want to amend her motion to include the fact that it overrides Planning & Zonings decision or does she want to withdraw her original motion and include that in the new one.

Mr. Krupp then says he would like to hear the answer to Marie's question. What happens if the motion fails. Are we back to ground zero?

Mayor Dickinson says right. The contract could then not be signed with P & Z disapproval as it stands.

Mr. Killen says do you have the reason why the vote was defeated by Planning & Zoning.

Chairman Gessert says to the best of his knowledge, he has no report from them. Mr. Killen then says as he understands it, we cannot act.

Mr. Diana then says as far as he is concerned, this is plagiarism in the first degree. Abbott and Costello did this about 4 years ago. Nobody in this room knows what is going on. We have a Town Attorney and we put our trust into Vinny and here we are discussing amongst ourselves and he is not necessarily sure there is fault involved, we are just discussing what in the world we are talking about and nobody knows. How can we sit here as Council people, and just because you sit on the Council doesn't make you smart, this is through the elective process, so we have to rely on legal counsel to give us direction. We have gotten no direction whatsoever tonight so we are being asked to pass that thing or approve and disapprove, it doesn't make any sense. If we don't have our act together, he doesn't see how we can even discuss it.

Mayor Dickinson then says he will show them on the blackboard. Very simply, first we have the Council. The Council voted to approve the contract. Then we have Planning & Zoning disapproval. Then we have Planning and Zoning rescision. So we have the Council vote, it went to P & Z they disapproved, they subsequently took the matter up again based upon a letter from the Town Attorney, they subsequently acted again on the disapproval and now it is back to the Council. There are several arguments you can take on this. You can say the disapproval wasn't valid. You can say the rescision wasn't valid. You can say P & Z should have never taken it up. You can say this vote is the correct. You can take any one of those and argue the point. What is the most conservative approach possible to put the Town in the best legal position if it is the will to enter into a contract. The most conservative approach is to say, this vote stands. This vote to disapprove stands which means under State Statute 8-24, the Council would have to vote to overturn this disapproval, completely ignore the rescision, which as he said in the minutes indicated there was reliance on an opinion

He then says Vinny may be right but it is subject to attack and you know there is a lot of controversy over this whole matter so if you pretend that this is good, you are leaving yourself open to a lengthy delay anyway due to legal entanglement. If the conservative approach stands and you act against this, then you reapprove this. If you don't have the votes to do it, then you haven't lost anything anyway. If you lie on this, I think we are going to be sitting in court a long time, and it is an open

question as to how. All he is looking to do is to advise them in his opinion as to the best position to the Town of Wallingford. If there is not a majority rule to go ahead with the given issue, that says something too. All he is saying is what is best.

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Mrs. Bergamini then withdraws her original motion and she moves that the Town Council override the disapproval of the Planning & Zoning regarding the Taber House and she would like to authorize the Mayor to sign the contract that has been discussed constantly often with Larry Northrop to move the Taber House from North Main Street in Wallingford to Rocky Hill; seconded by Mr. Krupp.

It is then noted that Mr. Krupp had withdrawn his original second to the first motion.

Mr. Musso then asks what the motion was and is told the above motion.

Chairman Gessert then says he would like to open this up to Public Discussion.

MaryLou Williams then says she feels something is going to be lost tonight if you allow yourselves to be bogged down in this legal entanglement. He, (the Mayor), has put it very simply. I urge you, I plead with you not to withhold the vote you gave the first time just because it seems as if it is unnecessary. If it doesn't pass and if the contract is not signed, then let me remind you what was said at the last Council meeting which is time is getting short for the purchaser of the house. He has to prepare it for moving. If it is delayed much more, we will lose our last best chance. We had passed around a paper, we had a special meeting tonight rejecting another offer to purchase the house on the site. It is not in the interest of the Town or the Library to have it left on the site and if it ends up being left on the site is our only alternative is to come and ask for a whole lot of money in order that the space for expansion of library services in the future will not be lost.

Mrs. Hackett states she really feels it is a shame to release this house from Wallingford. She really feels a referendum is in order.

Jeanne Holmes then asks Chairman Gessert if the letter from the Taber House Preservation Group was read into the record. She doesn't want to be redundant. This letter involves the Taber House and their request that it be put on the ballot.

Chairman Gessert then states that we do have that letter, we also have a letter saying the insurance on the house has expired and we cannot get coverage, we have another letter from the library Board rejecting the latest proposal, and a 3-page letter on the latest proposal for purchase of \$1 and subject to renovation. This is the extent of it.

Jeanne Holmes then says she would formally like to request, Mr. Gessert, that the Taber House Preservation Committee, respectfully requests that the issue of whether the Taber Home should be moved out of Wallingford, be placed as a question on the November ballot. The preservation of the home, either in Wallingford or on the site would be based on no expense to the Town of Wallingford for renovation of the home. It is our feeling that placing the issue on the ballot will allow all residents of our Town to express their opinion as to the Taber Home. We would be most willing as a group to abide by whatever the results of the ballot are. Thank you. We are the Taber House Preservation Group. She then says she is here this evening represent the Taber House Preservation Committee on behalf of Jim Kennedy who is in Europe. We are requesting that you vote to place the question of removal of the Taber House from Wallingford on the ballot in November. Preservation would be conditioned on renovation again at no cost to the Town. I would like to conclude by again stating that the Historic District Study Commission has determined that the removal of the Home will pose a visual interference within the Historic District and strongly urge the preservation of this Historic Landmark. We are here this evening and have with us Mr. Charles Grandquist of the Connecticut Preservation Trust who will attest to the historic significance of the home.

Charles Grandquist then says he appreciates the chance at having to address the Council. He then says the Connecticut Trust to preserve preservation was established by the State during legis-

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lation 10 years ago to serve not only as a consultant to communities such as yours but to act in preserving such buildings as the Taber House. He doesn't come to represent any particular interest in this matter but simply representing the house in itself on the part of the Trust. Similar items such as this are on the agenda of countless Town meetings across America. It is a very common problem. Unfortunately, these situations easily become conversational usually for the detriment of the building involved leaving both a cultural and very significant visual gap in towns all across America. He would like to speak very briefly on behalf of the Taber House and also in the long run give some ideas about possible other endangered cultural assets within the community. The example of the Taber House has very architectural significance. The connection with Samuel Auston, one of CT premiere architects is of great importance. Even more than that you have marvelous documentary records on the house in the callings itself. Having spent many years in Virginia, one of the few other houses in America with that kind of documentation. He is not comparing the two houses. He is only pointing out that you have a very rare situation. This could easily lead you to believe if you have a house with the drawings and you have the house itself, it is just as good in Rocky Hill as it is in Wallingford. The point he would like to have you ponder this evening is that houses may be antiques in themselves, but they are not like antiques in the sense that each antique furniture stands by itself. It is a representative piece of our culture, that you can put in one house or another house or museum and it says what it says all by itself. Houses are not antiques in that sense. They are part of the cultural heritage in the community is far more important than simply an object that is taken away and representing exactly the same factor. He thinks the question here is not whether or not the house can be reused on its present site, he thinks there have been ample proposals that have been made to indicate that there are possibilities to reuse on the present site. He doesn't think the question of library use is necessarily the concern in front of you. There are all sorts of interpretations of what library usage means. I think the question is more basic than that and that is how the Town of Wallingford values its cultural assets. I think the benefits of a park, for example on that site over a period of 20-30 years, has to be weighed against the value of that house to the community. During that same period and particularly during the years beyond that. Future generations are going to judge what is happening here tonight. The same way we are currently judging previous generations. We can look at that from both the standpoint of esthetics and economic benefit. Wallingford has a brilliant future economically. However, if you look at other states within other communities in the State, for example, Stamford or Shelton area which is in a similar way like Wallingford. Shelton is protecting its cultural resources, it is attracting business on the basis of those resources and Stamford is searching for an identity now. They are having difficulty attracting interested employees because they have done away with much of their cultural heritage. I hope you will consider this issue and he would very much be pleased if they considered retaining the house in Wallingford. (Applause)

Mr. Williams then says he would like to say that anybody who thinks that the Taber House is the same Taber House that it always has been and belongs in the place it has been, crowded between Mr. MacKenzie's house on the north, which use to have lovely gardens and the new fine library which is vital to the Town of Wallingford on the south, has no idea to the way you should keep and preserve a treasure that our man speaks of. It would be much better off in a space where its beauty could be appreciated but it will forever be crowded next to our library creating problems with parking and other things. He feels it would be much better off in Rocky Hill where we can all enjoy it in true beauty instead of crowded.

Mr. Ed Loughlin says he is aware of the time restrictions and he will do the best he can. He then says he did prepare for each member of the Council some documentation that he hopes you will consider. He then says he is a resident of Wallingford and lives on 134 North Street. He then says he wants to make it very clear he is not here representing any group. He is speaking on behalf of himself and his wife Betsy and he thinks his own children and perhaps his remarks will encompass some of the feelings of most of the people who are here. He would like to express his personal gratitude to the Library Board and the Planning & Zoning Commission

this Council and the Mayor for the time already expended on this issue. Everyone's intentions are highly motivated. His purpose is quite clear. He would like to see the Taber House preserved on the present site. If that is deemed truly unreasonable, certainly the next best alternative would be to preserve it in

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Wallingford. I think that it is safe to say that in the opinion of virtually the vast majority of the Town, it is absolutely foolhardy to permit that house to be moved to another community. He would like to point out that there is no such thing here as a last and best alternative. If he became angry at any point at all during this whole discussion it was when the Planning & Zoning Commission took action at the September 9th meeting based upon one, the ridiculous legal opinion and number two, based upon a report that the offer of me and my wife to purchase the Taber Homestead and restore it and use it as a single family residence had been withdrawn. On July 13th my wife and I submitted to this Council, and at the same time we sent a copy to the P & Z Commission, the Library Board and the Mayor and offered to purchase the Taber House for \$15,000 and remove the back portion so as to afford ample room for the single family house parking, and to restore the house of its original plan and beauty and to maintain it in such a fashion as a single family residence. For some reason and he doesn't know why, it was reported to that Planning & Zoning Commission that that offer has been withdrawn. It was not withdrawn, is not withdrawn, and remains as viable an alternative as it did on the day we wrote it. More importantly, is what is going to happen to it. Whether we get it or someone else gets it, the important matter for this Council to discuss and decide, and he is hoping that we are not forced into a decision in the next three minutes, is the benefit of the Town of Wallingford. The reasoning behind so many of the people here is that question arises out of a very simple question. What is Wallingford? It is Choate Rosemary Hall, it is Gaylord Hospital, it is Masonic Home, it is I91, it is the Parkway, the real railroads, it is Allegheny Ludlum, it is Cyanimid, and most recently it is Bristol-Myers and the Country Club, Route 5 and the fast food joints. An old library and a new library. We have a conglomeration of a whole lot of things in Wallingford. You have to ask yourself where did it come from, where is it now and where is it going? What does it have as part of its history. I respectfully submit that based solely on the issue of history that no one in the Town should raise the ripper's hammer against that building. Since the Taber House was named after Samuel Simpson who ironically was a donor of the first library site to this Town. Samuel Simpson is well remembered. There is Simpson Court, there is Simpson Pond, there is Simpson Avenue, once upon a time there was the Simpson Hall & Miller Silver Factory which in cooperation with other silver factories in Town formed what we are proud to know as the International Silver Co. The present building we know as Silver Pond was the Simpson Hall Miller Factory. Later this became known as International Silver. Mr. Simpson was a benefactor of the Episcopal Church. He was a businessman. He was the first residential developer to the Town of Wallingford. He was responsible for the development of all the streets and homes between Meadow Street and east to Martin Avenue. Mr. Loughlin's brother-in-law then says there is a point of order. You had called it at 10 minutes before 10:00 and it is now that in time.

Chairman Gessert then says if Mr. Loughlin would conclude his remarks he will allow him to finish. He doesn't like to cut somebody off in midsentence.

Mr. Loughlin then says it was his understanding they would have some time to speak. The Council Took up more time trying to discuss procedures. Mr. Loughlin's brother-in-law then interrupts again and is told by Chairman Gessert that he will allow Mr. Loughlin to finish.

Mr. Loughlin then says he has exhibits here this evening that are on loan from Yale University. He then says in 1850 Moses Y Beach commissioned Henry Auston to building him a house in Wallingford. Henry Auston built the Moses Y. Beach House which was subsequently purchased by Choate. We knew it as St. George's Inn. Moses Y. Beach was the man who gave the corner of Main St. and Christian St. to the Town of Wallingford and thus there originated the Moses Y. Beach School today. In 1860 Samuel Simpson recognizing the value in the Moses Y. Beach House, commissioned Henry Auston to assume his house in a dignified fashion which Henry Auston did. As pointed out earlier, it is one of the few Henry Auston houses in existence

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today. It can be documented with plans & specs and personal drawings signed by Henry Auston that are here this evening from Yale University. What have we done in this Town. In the center of Town? We have destroyed the Judd Mansion, which once was next Robert Earley. We have torn down the Broston House and the house close by it on South Main Street. This was to build a Post Office. On top of that we tore down the old post office we had and replaced it with what we have today. We tore down the Carrington house which was right next to our City Hall. The Carrington House, as most of us know, George Washington, did stay at the Carrington House and he did give a speech from there. It was a beautiful early colonial house that the Town saw fit to tear down. Right next to the Carrington House was the old Town Hall, a beautiful brick building with a bell tower and all, we tore it down to build this place. The Moses Y. Beach House was destroyed, the other buildings mentioned have been destroyed leaving us very little to the center of our Town. This will remind of our culture, our heritage, where we came from, not deprive us and our children's children of a very architectural piece of art. He reminds them of the packet that was passed out and attention to a couple items in it. Particularly the letter dated March 12, 1984 from the Lyons and Batter Electric Architects. They were the architects of the new Library. Please read that letter. In Paragraph 2 it simply points out that the Simpson-Taber Residence was always a very important consideration when initial designs of the library were considered. The south elevation of this residence has never been crowded by any other structures and we were reluctant to cause this effect with the new library. By keeping the library facade set back from the existing building, we feel we have also succeeded in minimizing the impact of its size on the area. At the same time, the library frames the Taber residence on the northerly side. There can be no case made whatsoever that there is any other architectural contradiction between the present library and the Taber House. I will not prolong my remarks, I would like to extend this Council my courtesy, for the people who feel as strongly as I and my wife and the other people who have spoken, but I would just like to ask anybody here, is Montecello merely a building? Is Mount Vernon just a pretty place to go on vacation? Or do those buildings imply something? Do they speak to us of another era, of another culture?

Are we going to rid ourselves of that. Put it on the back of a truck and bring it to Rocky Hill? I would ask you not to consider just what I have said but to maintain an open mind. There is nothing that has to be done, or accomplished or voted upon, at any time during the history of the Taber House, that isn't an issue tonight. He would hope we all have the knowledge to say maybe we better take a long look to preserve for ourselves and our brothers, something that most of us have a history of culture, our heart and our future hold very dear. He then passes around various photos that may be of interest to the Council.

Marylou Williams then asks if there may be an extension of 5 minutes for a rebuttal.

Mr. Krupp says a point of order is at the time, there was a motion voted on by the Council and so adopted by the Council.

Chairman Gessert then asks if anyone wishes to change their motion.

Mr. Killen then says in his opinion he would stay here until hell freezes over, he thinks it is that important. If time is the only thing you are worried about, he'll be here.

Chairman Gessert says time is not the thing that worries him. The bottom line on this issue is that if everyone wants to put away the fluff, put away the press clippings, and put away the stuff that has gone on for the past 3½ years, the bottom line is there is 9 votes at this Council table that would say if you want to remove that house from the site and put it somewhere in Wallingford, you have 9 votes. Just like that. For 3½ years that hasn't happened. If someone came to us with that proposal there would be support from all the Council. As a matter of fact he would go looking for a piece of Town land and ask this Council to donate the acre of land to set it on. Nobody has done this. We have two customers. One who wants to preserve it on the present site and one who won't tolerate it on the present site. That is the bottom line. What is the alternative. The alternative is if someone comes forward and says they want to keep it in Wallingford.

Mrs. Williams again asks for a reply time.

Chairman Gessert says he does not want to get into a reply time because then everyone will want to reply. She then says Mr. Loughlin made a mistake and she would like to set his remarks straight. His letter was addressed to her personally as president of the Wallingford Library Association and copies were sent to Dickinson, Gessert and Piscatelli. The Library Board met and voted on his offer and a week ago tomorrow, a letter was mailed with copies to you and to Mayor Dickinson rejecting him on the same basis on which we have consistently rejected, that the site is part of our lease hold, it is part of the demise premises to the library, and it is our expansion room in the future in whatever state it comes to us. We met with the Mayor on another subject last week and he raised some very interesting questions about what happens when you enter a lease and take a piece of property, which is a piece of tax-free public property and try to create a building lot. She would like to raise that question.

Chairman Gessert then says we have had three comments from and three comments again and as far as he is concerned that is it. There is a time limit.

Steven Lazarus then states that he submitted a proposal for the purchase of the Taber House in good conscience and he feels it appropriate to be able to take a few minutes to talk about it.

Mrs. Bergamini then says she read his proposal and so did the Library Board. If he had a choice piece of property in New Haven, say Elm Street in New Haven, there was an old house on it, would you sell that land for \$1. This is what he is asking them to do. Give him a piece of choice land on Main Street for \$1. He wonders why they wouldn't entertain the proposal?

Mr. Lazarus then says he thinks her priorities are off and he doesn't want to go through everything that has been said today but the value of that land pales to the historical value of the house. He then says this is an opinion which is backed by the premiere architectural historian in the Country. His name is Vincent Scully and he teaches at Yale University. It is hard to deny that there is tremendous historical importance to the Taber House. He didn't come to argue, he actually came in an attempt to reconcile all of the problems. He thinks his proposal is probably the most annoying to the Library Board and he understands the concern about future expansion. He is an architect. He has taken a look at the Library and he has taken a look at Main Street. By the way, in another 3 months he will be a resident of Wallingford and very close to Main Street. He is personally very concerned. I've considered what is the most logical expansion place for the library. In fact, if you would allow, he would like to do some chalk work and show them where this logical place would be.

Mr. Krupp then asks if we would please just take the vote.

Chairman Gessert then says we are now 15 minutes passed the deadline and they don't want any pictures.

Mr. Lazarus says if you look down Main Street, every building with a few rare exceptions is within 25 feet of the street. The reason for this is because that is the way old streets were built to help define the street. The library is built 75,80,100 feet behind the street line. It was put there to give the Taber House a little space. They have given the Taber House enough space in his opinion. His proposal would like to take down in back of the Taber House to give it enough space. But if they were to improve the library by an addition, and as an architect, he would suggest that any addition should be to improve something, as in fact the addition to the Taber House, they should add to the Library on the south side next to the existing driveway and bring the library out toward the street so it is like all the rest of the buildings on the street. If you do that, it would mirror the location of the Taber House, it would make the Courtyard that the original architect intended to make, and the Taber House could stay. Something like this isn't going to make everyone excited, but it is a solution which everyone might come to live with. It is a compromise solution, which he thinks is a damn good one. It would work just as well for Attorney Loughlin to have the land and he would love him to have it. He wants the house saved. He is going to be a Wallingford resident. He has 3 children and he would love to live in the Taber House. He has made a serious proposal to do just that. It is a proposal which he has discussed with a lawyer, with a contractor who does restoration and with

mortgage company. It is a real proposal. He has even offered them a solution to further expansion of the library. He doesn't see any realistic objections when you weigh it against the value of the Taber House. 590

Eleanor Landry then asks if she could just make one comment. She doesn't live in Town and she has no personal interest in the Taber House. She just came from the library tonight. There they had a film on Egypt. The entire context of the film was the value of the relics of the past and how they took monumental statues to preserve them and all this to preserve the things of the past. She finds it difficult to see the library opposing this cultural heritage. She talked to Mr. Lazarus on the phone and he said she wants to move to Wallingford because of the old homes. Because it is a historic district. People move into Town because of the nature and beauty of such a village. She thinks if you really present this to the entire Town, everyone would get on the bandwagon, you have a beautiful museum, and she believes the Town could support this house.

Chairman Gessert says he has a request that it go on the ballot but is told it cannot go on the ballot but has no specific reason why. If somebody has that.

Town Clerk Rascati says she will call Hartford again but it is outlined on the paper she brought. Chairman Gessert then says there is a quote here saying "Questions on Ballots" It says the last day for a municipal clerk to file to the Secretary of State a statement setting forth a designation on each question to be voted on as it will appear on the voting machine, the last date to do that according to this note from our Town Clerk is September 20, 1985.

Mr. Killen says he would have no doubt that that would mean a binding referendum. We are not talking about a binding referendum we are talking about an opinion. Chairman Gessert then says it does read "question". Mr. Killen says right. Normally that is the only thing to go on a ballot. They are strictly looking for an opinion. It could pass or be rejected. There is nothing binding about it.

Chairman Gessert then says there is no motion on the floor to put it on the ballot, there is the original motion on the floor.

Mr. Killen again asks for the reasons why it was rejected by the Planning & Zoning Board. He has not seen the reasons yet.

Chairman Gessert then says based on the Town Attorney's opinion Mr. Killen then says that had to do with the 2nd part. They rejected the first time. As he understands 8-24, they have to state to Council the reasons for their rejection. Then they can vote to override. They still need the reasons to override. He has heard verbally but never in writing.

Mr. Diana then says we are talking now after 3½ years and he understands everyone's frustrations. It is very frustrating for all of us regardless of what side you are on. It is only another month between now and election time and he would like to see this put on a ballot certainly as a friendly gesture, and let the people of town decide. If we were to vote on what the people want, and that is responsibility of the Council, in that case we are looking at keeping the Taber House. He would like to extend our courtesy to this group and have the Mayor hold off on signing any papers until the results of the ballot.

Chairman Gessert then says you can't make a motion while there is a motion on the floor. Mr. Krupp then says he could move to amend the existing motion.

Mr. Diana then moved to amend the existing motion to read merely that we as a friendly gesture place this question on the ballot in November and let the results be the end of it.

Mrs. Bergamini then says she would like her original motion to stand and vote on it.

Chairman Gessert then says we have a motion to amend the original motion, is there a second to that motion. Mr. Killen then seconds Mr. Diana's amendment to the motion.

VOTE: (on the amendment) Council members Beramini, Holmes, Krupp, Papale, Polanski, and Rys voted no. Council members Diana, Gessert and Killen voted yes. Motion does not carry.

VOTE: (on the main motion) Council members Bergamini, Holmes, Krupp, Papale, Polanski and Rys voted yes; Council members Diana, Gessert and Killen voted no; motion duly carried.

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It was then noted that Item 12 was withdrawn from the agenda.

Chairman Gessert then called a 5 minute recess.

Chairman Gessert then states that Item 13 is a discussion of Resource Recovery Project with Mr. Philip Hamel.

Mayor Dickinson says we are all familiar with this subject. We have trouble in Wallingford. It starts with "T" that stands for trash and that means trouble. This is a subject that has been hanging for a while due to the fact that it is complicated. He has to credit Phil Hamel with the tremendous amount of work over the past year and $\frac{1}{2}$. Most of his time was dedicated to this. We have contracts here tonight, you can see how involved they are. It is not a simple matter. We can discuss it tonight. It is not voted tonight but he has to emphasize that due to a meeting he has with the Congressman over the tax laws and suggested changes in those laws with Congressmen Roland and Morrison, and both emphasized that the potential for a change in the tax laws is very real and probably will start in 1986. When that changes and it effects the investment revenue bonds, it will effect these types of projects, when that occurs, it will effect them with higher tip fees. With that said, he turns it over to Phil Hamel and Dennis Martin.

Mr. Hamel starts off by introducing Dennis Martin from CRRA. He also introduces Joseph Domas, President of Vicon, Ian Thompson and George Henderson from CSI Resources Inc. They are consultants to the authority on this project. Many of the numbers you see tonight they prepared. The other comment that he would like to make is they are going to try and keep this as brief as possible. He is not going to spend a lot of time on the Overview & History. Municipal resolutions were passed in 1981 authorizing the Chief Executives of the 4 towns to enter into negotiations with the authorities. Since that time, we have negotiated with American Cyanamid, we have negotiated with a number of other people and then we made various comparisons along the way. The choice of Vicon was based on a New Haven bid where there were two competing finalists. One was Vicon and based on a number of factors we selected Vicon over all of the other bidders. In addition, we have been examining the ORFA Process. We spent a good deal of time with them, they spent a good deal of time with us in terms of preparing bid document. The second page of your packet is a comparison between CUC-Vicon and the ORFA process. Based on this, we are recommending that you go with CUC-Vicon, as a vendor for this project. We have discussed this with the other executives and they are in unanimous agreement with that. He then states again the Chief Executives of the other Towns are in unanimous agreement with that. He has to say that the Chief Executives of these 5 towns have spent hundreds of hours on this project. They have spent several hours in terms of this comparison. He would recommend that they answer questions after the presentation. Mr. Hamel then states that they have about a dozen slides that they want to show about the technology. Many have been up there but many in the audience have not and they would just like to give a brief presentation on that.

Dennis Martin then says the most important aspect in selecting a vendor for this project was the technology and that it be real reliable. They wanted to pick a technology that had an operating history that we could look at and study over a period of time and we knew worked. There are not that many Resource Recovery Plants in the country. Vicon had put this facility up in Pittsfield. We studied it extensively ever since it became operational. Our consultants were at the plant looking at it, analyzing it as little as three months ago and many of the people from here have visited the plant. Mr. Martin then gives the slide presentation of what the plant looks like and the way the plant operates. The packet distributed by Mr. Hamel covering this proposal is included in these minutes and designated as Exhibit I.

Mr. Martin then says in summary of the technology, we know it exists, we know it works, and we know it is reliable.

Mr. Hamel then says in order to be built, this plant would need to meet a number of environmental requirements. Exhibit I in your packet

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shows some of those standards they have to meet. He then says he thinks we can say that Connecticut, in adopting the air pollution regulations, shows the most stringent regulations of a number of states. These are the regulations that are going to have to be followed by this plant. When this is built, this will probably be the cleanest burning plant in the United States of America.

He would like to talk a moment about the project structure. He is not sure we dealt with that before. There are a $\frac{1}{2}$ dozen participants besides the municipalities. There is CRRA, as you know they were created by a statute and are a subdivision of the State. They have no funding, the funding must come from the projects they create. Their role is an expeditor. They are the people in the middle. They line up all the contracts and put it all together. Citizens Utilities Co. is the Financial backer. They are guaranteeing this process. They are guaranteeing that it will work for 20 years in the way they are saying it will work. If it doesn't work, they have to pay damages and they have to pay off bonds. One important thing he forgot to mention about the authorities is they supply the bonding money for this facility, except for the amount that Citizens Utilities Co. really puts in which is 25% of the hard capital cost & equity. You have a copy of Citizens annual report in your packet which is very accurate. He then describes this report a little bit. They are a very substantial company. They are large enough and they have the resources to back this project. There will be an owner. The owner will be a limited partnership controlled by a subsidiary of Citizens Utilities. Citizens is guaranteeing all contractual obligations of the owner. Vicon's role is they are partners in a joint venture with Citizens. They are also the suppliers of technology, and he believes they will contract to operate this plant for 20 years. The other people in the process are CL&P. We have to sell energy. Also, American Cyanamid. We are near completion with contracts with both of them. The basic business deal has been cut with both of them. Cyanamid, he believes will be saving between 60,000 & 85,000 barrels of oil per year. This will not be burned because we have a Resource Recovery Plant. CL&P, at least during the years Cyanamid is buying steam from a project will save somewhere in the neighborhood of \$50,000 a year.

Chairman Gessert then asks if there is currently a contract with CL&P and Cyanamid.

Mr. Hamel says there are contracts that are on a form. They are not yet signed. What he would be proposing is that they adopt the resolution so they can go ahead with financing but the Mayor would not sign the contract until such time as all of those are substantially in place. The one that will take longer than the others is CL&P. This will take longer because it needs Department of Public Utility Controls approval.

Chairman Gessert then says in the comparison, one side says Cyanamid and CL&P and the other side says no contract. He then says if there is no contract, this should also say no contract.

Mr. Hamel says there is no contract but the negotiations have been proceeding for several months. The bottom line is the contract is not signed but it will be signed very shortly. We expect to have all contracts in place before the end of October. This is with the single exception of CL&P and that is only because of the DPUC approval. They will have an agreement on it but the Department of Public Utility control has to sign off on it. He then says on the municipal agreement that we have, the Town has certain responsibilities. The first is to provide waste. There a few times when we provide waste. One is at start up/acceptance. Wallingford will probably be called on before anyone else. A plan has been developed before the start up and you will be asked to supply waste at the start up. After acceptance, when we are in the operating period you would have a minimum commitment. The suggested amount for Wallingford is 27,500 tons per year. If there is a shortfall by the pound, it doesn't mean anything so long as the system gets 125,000 tons. If, on the other hand there is a shortfall at the facility, then there would be a payment due the program of a prorated share of the systems shortfall compared to the other municipalities that were also short, so that it is conceivable that Wallingford could be short 10,000 tons and only wind up paying for 500 ton. There would be a payment due. If there is not enough refuse from all the Towns going in there, and he might add that the authority has the responsibility to find additional refuse, ...Mr. Diana then asks what are the 5 towns again. Mr. Hamel replies, Wallingford, Cheshire, Meriden, Hamden, & North Haven. Mr. Diana then asks what is their responsibility if ours is 27,500 tons? Chairman Gessert then says he is sorry he started asking the questions but he would like Mr. Hamel to finish his presentation before he answers questions.

Mr. Krupp then asks if the entire system is short, but Wallingford met its quota, would we still be penalized. Mr. Hamel says we have no penalty. Mr. Hamel then continues and says we are also responsible for getting the waste there. He wrote on his longer outline Correction & Delivery. It doesn't mean we have to start our own collection system, but we have to make provision to see that the waste gets to the facility. The second major commitment that we have is to make sure the tip fees are paid. To some extent the Town will have to budget money. We have stuff that we bring in from spring clean up, we have stuff brought in before vacation from the Housing Authority and numerous other municipal agencies, Water & Sewer etc. Those would have to be budgeted for. This is set up so that we know 150 days before the beginning of the fiscal year or by January 31st what the tip fee is going to be for the next year. It can change for a number of reasons. Inflation etc. However, if it does change we have set up a stabilization fund. That would pay the deficit during that year. If there was not enough money in the stabilization fund and the municipalities requested this, the authority would issue short term debt to cover us for that year so that we are not ever in the situation where we would have to raise additional money in the middle of the year or at the end of the year. If we had the money in a contingency someplace and there were additional costs incurred some by the Town, we might choose not to exercise the financing option because then we would be putting it off to another year. But that option is there. Our job is to license private haulers to make sure they pay their debts. We are responsible for those debts if they are not paid. What we are suggesting is that the private haulers have a 90 day letter of credit. The latest estimate he has is from CBT and what they say is that it is 2.5% of the total cost of their tip fee for that period of time. That is about 1/3 of a year. It is about 1% of the total cost to the hauler and it would be a business cost and it would amount to something like under .75¢ per year per family. It is not a big cost for them to do it. It may be a problem for some haulers who are unable to get credit. We are going to have to sit down and see how we are going to deal with that. If they don't have the letter of credit, maybe they will have to put up a cash deposit. We might have to find some way to help them. That will be a Town decision. If they don't pay, you have to pay unless there is some pumper. This is what this letter of credit is. These are the municipal responsibilities. Dennis is going to talk about the utility responsibility.

Mr. Martin then says first and foremost they will finance the project. Secondly, financing the project, the State, through what is called the special ample reserve fund, in effect, pledges to the bond holders that the credit of the State is behind the payment of the bonds, should some disaster befall the project, and debt service on the bonds needs to be paid, the State will pick it up. Secondly, we guarantee to dispose of your waste for 20 years. This is no matter what the circumstances. They will find a place and make sure it can be disposed of. Number three, they will act to enforce the owner contract. In your most recent draft of the municipal contract, we have also, in cooperating with municipalities, we have given them or he should say the towns have asked for it and have gotten, the right for us to enforce those contracts. We will be providing system financial data on a periodic basis to the policy Board. This basis would be at least quarterly but definitely annually. The books are open for audit. They will, through a contract, operate the landfills.

Mr. Hamel then states the next topic would be project costs. He then states there is a fixed capital cost and a fixed O & M cost. There would be fixed electric revenues and there is a guaranteed production of energy. He then says you have in your handout a listing of net tipping fees. It shows a comparison of Wallingford, Bristol, Bridgeport, & Hartford. This shows how these tip fees relate to the other projects being created at the same time. A question was raised as to the cost of Vicon's plan in Pittsfield. He then says he believes the tip fee there is 13.50 per ton. Mr. Dumas says that is a little less, but it is still low. Mr. Dumas then says it is the lowest unsubsidized tip fee in the country. Mr. Hamel then says that plant was built several years ago and circumstances are different now. This schedule gives a comparison of plants being built at this time. All the assumptions used in generating these numbers are the same.

Chairman Gessert then says maybe this looks good in the beginning and maybe it looks good in the long run but in the middle it sure hurts. Mr. Gessert then compares 1988 rates with 1997 rates and says it is quite an increase.

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Mr. Hamel then says this projection shows oil as being flat for 5 years and Cyanamid's steam purchase is based on the price of oil. Also, there is general inflation of 6%. One part of our energy stayed almost flat while our costs increased and this is why the figures came out the way they did. Chairman Gessert then says will the tip fee for Wallingford be the same for the other towns? Mr. Hamel says it is a uniform tip fee. The contracts are uniform. The summaries are the same except for the name of the Town.

Chairman Gessert then asks if this is taxable property for the Town of Wallingford.

Mr. Hamel says it is not taxable property. What they have planned is payment in lieu of taxes. Chairman Gessert then says will this be equal to the property value. Chairman Gessert then says he doesn't know how long the presentation will go this is why he is asking the questions. Mr. Hamel says he is on the last couple of items. Mr. Hamel then continues and says the tip fees can vary for a number of reasons. One is inflation which affects the oil prices. In this projection they have 2% for the first 5 years. The Operating & Maintenance costs may go up more than anticipated if inflation is higher than the 6% projected. Another thing that can effect the prices is a change in law. If the federal government came down and said we had to put a super duper scrubber on the back end of the process, there is a cost involved in that. Mr. Hamel then says the tip fee shown here, he does not feel will vary more than 10%. George can attest to that.

Mayor Dickinson then says to Phil Hamel when you get into tip fees, there is not a guaranteed tip fee. Chairman Gessert then tells the Mayor with all due respect he wasn't recognized. He would like Mr. Hamel to finish his presentation and then answer questions after. He would then like to get back to the other agenda items.

Mr. Hamel says the final item on his presentation is schedule. As he has said, he expects to have all the contracts in place and signed except for the Electric Contract because of the approval from DPUC, by the end of October. Permits have all been filed. We would ask, because of the tax law situation, that you consider this at your next meeting for a yes or no decision, because if you want to go with this, the authority has to have some assurance so they can go ahead and spend money on financing. Assuming that we can finance by the end of December, the construction period we would guarantee to be 24 months, with some exceptions to change in law or a hurricane or flood etc., they would then be granted an extension in time. This is the proposed schedule.

Chairman Gessert then questions Mr. Hamel on payment in lieu of taxes. Mr. Hamel says what we have been talking about is something in the neighborhood of a dollar a ton escalated over a 20 year period.

Mr. Holmes then says when Phil talked to us at one time he said in the neighborhood of \$125,00 to \$150,000 per year. That was a ballpark figure and that was \$1/ton.

Mr. Krupp then says drive ins like we have at the dump now, can they bring it directly to the plant or do we have to accomodate them.

Mr. Hamel then says we are working at Vicon now where they would go to the plant and bring refuse to the plant on hours that commercial haulers are not there. Perhaps between 4:00 and 7:00p.m. and some time on Saturdays but there would be a cost to that. The cost would be whatever Vicon's costs are. Mr. Krupp then asks if this would be a cost paid by the Town. Mr. Hamel says that would depend. Vicon is unwilling to have people come to the plant unless they are going to pay something each visit. It is a question of what portion of the total cost due they pay. There is Vicon cost plus the tip fee. We get credit for that in terms of our minimum commitment. Those are numbers that still have to be worked out. We are looking at something in the neighborhood of \$3/visit/car and \$7 or more per pickup/visit.

Mr. Krupp then says is there a reason the sale of electricity could not be done with our Electric Division, if CL&P defaulted? Mr. Hamel says there is no reason why they couldn't.

Mr. Krupp then says in total projected time figure for the landfill what was that? Mr. Hamel says that is over the 20 year period. What is the 3 million cubic yards as opposed to the 1 million of ORFA?

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Mr. Hamel says ORFA has said they will use little or no landfill space. They were not specific in the guarantees they would give in their proposal but even had they had it, their company does not have the adequate backup. What he is saying is the 1 million was based on the proposal from ORFA and he is not certain about that number. The other one deals with residue with bypass and with nonprocessible. This is the type of spacing you need for this type of plant. Mr. Krupp then asks if non-processibles includes tires. Mr. Hamel says tires may be processible. He was talking to Joe about that tonight. There may be a way to run those through the plant. It includes bulky materials, demolition and construction material etc.

Mr. Polanski then says he is always talking excess charges. Is this a fixed profit basis or can they make as much money as they want.

Mr. Hamel says there is a fixed bid for operating and maintenance. That can escalate. According to the New Haven Labor Market. They have said this is how much money is planned but there are still a couple open items in negotiations. There is a question about insurance in case something happened with the plan. What happens is after they meet certain payment guarantees, there is revenue sharing. 50% go to them, 50% go to us. Us being all five towns. All of our economics are on running the plant at the minimum, so that any excess revenue. The reason for the revenue sharing is it is an incentive for them to run this plant at a higher capacity and to make more energy. Mr. Martin says they burn 125,000 tons of revenue and they make a guaranteed amount of energy. That is what we mean by minimum. Anything above that, that is when we start sharing. Mr. Hamel states the minimum is a fixed amount that only escalates according to certain indices. They can't ask for more money. Mr. Martin then says they have so much money budgeted for Capital Improvement to the facility each year, if they don't have enough for this, they still have to make the necessary improvement and they have to pay for it themselves. Mr. Hamel says that is what the guarantee is about. They will make it run for 20 years at that price.

Mrs. Bergamini then asks if we will have any control as to how many trucks the other towns bring in. Will we be able to state to them that they have to have transfer stations. Mr. Hamel says no we will not. She then says have they indicated, before the signing of all these contracts, how they are going to do this. Are we going to have a parade of haulers coming from other towns?

Mr. Hamel says the consultants estimate is we will have 50 trucks a day. This would be additional trucks beyond what is already coming from the landfill. That breaks down to less than 10 an hour. The trucks are 6-7 yards he thinks.

Mrs. Bergamini then says she feels we are on the same level as everyone else. We are not going to save on the tipping fee, we have no control over the trucks, can't we start using a little clout. Can't they say to Hamden for instance, which is the biggest thorn in her side, you have to have "x" number of transfer stations so instead of making 30 trucks they will only bring 12 trucks through our Town.

Mr. Hamel says the way the system was designed was that it was a regional effort. There was never any intention that one town would be penalized by having to make more expenditures. North Haven is considering putting in a transfer station.

Mrs. Bergamini says her problem has never been with North Haven. It is Hamden she feels they will be incurring problems from.

Mr. Hamel says the incremental number of trucks is very small. He had asked the Council of Governments to do a study on what the costs would be on road wear. They come back with a number of \$1,300 a year. This is for all the trucks over an 8 hour period. This will amount at 7,8, or 9 trucks an hour.

Mrs. Bergamini then asks if we have enough land for this plant?

Mr. Hamel says one of the contracts is a deed from Cyanamid to the authority giving them land for the period of time this plant would be operational. The authority would then lease the land to the owner.

Mrs. Bergamini says she seems to have read where Pittsfield had to put in some new type of scrubbers or additional scrubbers because of the State.

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Mr. Dumas says that plant is operating with the original scrubbers today. Mr. Dumas says the original equipment that went in in 1979 is still in place. We are adding some additional monitoring equipment. The scrubbers for Wallingford are much more efficient. He says they are constructing a plant in Vermont where they were not going to have scrubbers and now they have to. This may be it.

Mr. Holmes says everyone realizes the problems we have with our landfill. We have spent a lot of time, money and effort on Resource Recovery at this point. We have initiated closing procedures for the dump. What concerns him is the time frame we are working under. He thinks most of the people here are in favor to this project but what are the prospects of incorporating these other towns into the project before the years end to take advantage of the tax benefits. Are we in danger of losing the project at this point.

Mr. Hamel says there is always a risk. No town has made any more commitment than Wallingford has at this point. They are meeting with every legislative body from the five towns. They have already met with them all at least once.

Mr. Holmes says we have four other towns that come forward and losing the fit, would then they proceed ahead with the project and hope to pick up those towns along the way?

Mr. Hamel says Dennis can answer that but he is sure that the authority will do it if they have 4 towns that are interested. Mr. Martin says they have not gotten any signal from any of the towns that this would happen. Secondly, if a town did drop out, what he would immediately do would be to find another town to take its place. If it was a small town that dropped out they would have to redo the numbers. He is confident that as far as the municipalities are concerned, we will have their contracts in place by the end of next month. Also, we will have the vendor contracts.

Mrs. Papale then asks what Wallingford gains by being the host town.

Mr. Hamel says there are two things. The primary gain for Wallingford is that the plant is close. We don't have to transport our refuse. There is cost to hauling refuse. Therefore, Wallingford's trash bill should not go up as quickly as others. The other thing is payment in lieu of taxes. Although it is not a lot of money, it should more than cover our costs. When we bring the final agreement to you, you will have an analysis of what it will cost the town to have the plant in town. Mrs. Papale then says payment in lieu of taxes will save us the cost of what? Mr. Hamel says it will incur all the costs for having the plant. Mrs. Papale then says other towns are not incurring the costs. Mr. Hamel says they have got to get the refuse here and that is a cost. They are not incurring any extra costs. They are not getting any revenue for that.

Mrs. Papale then says the steam we are selling to Cyanamid and the energy for CL&P, will everyone gain from this? Mr. Hamel says there will be a uniform tip fee for the region. Mr. Hamel then says another savings to Wallingford, is they are going to save a lot of money on the closing of the landfill. He thinks this would be \$1 million. He doesn't have the study with him but it said if they got into Resource Recovery by the end of 1987 they would save \$1 million on the landfill. We would have had to spend this money to close. Chairman Gessert also says it costs approximately \$200,000 a year to operate the landfill. There may be some savings there.

Mr. Diana says the haulers of Hamden would be passing along the expenses to the residents of the Town. What cost is being incurred by Hamden.

Mr. Hamel says any municipal refuse that goes into the system they would have to budget for. In Hamden, it just happens that that Town hires one contractor to pick up all municipal refuse and they pay the whole bill. If they continue that, Hamden may pay the tab for that.

Mr. Diana then asks if any of the Towns are getting any dollar advantages from this project.

Mr. Hamel says Meriden is going to lease the land though there

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is not a dollar advantage. Everyone is paying the same tip fee. The same way we are getting payment in lieu of taxes, Meriden owns the landfill and they will be getting paid for use of that landfill. Mr Martin says that is correct. From experience on these projects and nationwide, the project would not proceed if there were any municipality that were seen by others to be favored. There is no way to sit down and see how much the host community should be getting, how much the landfill should get, it has to be an equitable deal all the way around. If you favor the host town, what you are asking the other communities to do is to subsidize the one town's ability. It just becomes an immotional issue and the project won't proceed. If you look at where you can physically put the site of the plant, there are not that many places, by looking at zoning. If you look at energy markets available, it cuts it down even more.

Mr. Diana says he is very much in favor of the project, he just doesn't see the fairness in it. He doesn't think the host town should be subject to all this. How are we being subsidized by the roadways being used? There are other Town services that we are using. Are we going to be subsidized in any shape or form by CRRA?

Mr. Hamel says whatever costs we have, will be paid in payment in lieu of taxes. When they bring in the payment in lieu of taxes contract which will be soon, we will bring the analysis as well.

Mr. Killen then asks if they have signed a contract with Meriden. Not for the plant but for the use of the landfill. Mr. Hamel says they are still in negotiations. They had a meeting yesterday and if the political leadership agrees, he thinks they have made a deal for 20 years. This would be a set price, no escalator clause. Mr. Killen says he made a point earlier where the haulers might not be able to get the letters of credit and we would have to make arrangements. That scares him because the larger ones probably would have no problem but the smaller ones would then get pushed out of the picture because the larger ones can charge up to what they want. Mr. Hamel says that is a local decision. Mr. Killen says he realizes that but once everything is cut and dried, making a decision is no good. Mr. Killen says we would probably find ourselves on the short end of the stick if you start aiding those with bad credit. Mr. Hamel says then you would have to look at how is the town protected and how much does the town want to be protected.

Mr. Killen then asks if there is any place for brush and leaves to be dumped, without going through this particular process.

Mr. Hamel says the authority will take any waste except hazardous waste and toxic waste. Mr. Killen then asks if all brush and leaves have to go through this process? Mr. Hamel then says if you prefer to leave the landfill open for a very small amount of material, you may do so. It seems to him though that you would be keeping manpower on, equipment on for a very small margin of material and the cost for a ton would be sky high. Whereas if the authority handles the cost, it would be the same as every other ton of refuse. He doesn't feel it would be cost effective to maintain a landfill. His personal recommendation is to lease what is left of the landfill to the authority for this project.

Mr. Killen then says he gets more and more skeptical as we go along. The final problem is once we sign this thing, we are stuck with it. Everytime he passes that monstro in New Haven he feels they were sold the same kind of bill of goods. They were stuck with that because they bought it.

Mr. Rys says there is mention of unacceptable waste and non-processible waste. Does this mean the hauler won't pick it up. How do you determine what is acceptable and what is not.

Mr. Hamel says assuming we are using the lanfill provided by CRRA, we are going to say use the landfill. If we disagree with that decision, there is a provision in the contract that says we can question it. We can go to arbitration. There are extra costs if the owner has to take that in his plant and then move it, and then put it to bid to get it to expert handlers. The intent here is for the hauler not to try and get raw refuse into the landfill, this is the reason for the tip fee. If there is no place for something in the plant, such as a brick house demolished etc., it should go to the bulky waste site. The real question is what should be burned in this town.

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Mr. Rys says we have a lot of industry in Wallingford. Industry doesn't tend to separate their items. We are looking at 10 cubic foot dumpsters and they through bricks in there and they throw metal in there and food and whatever they want, or have in that particular operation.

Mr. Hamel says the hauler will be responsible for some extent on inspecting the refuse. That will be a contractual obligation. If we go ahead with this and when it is financed, the first thing to do would be to work on an ordinance and contract obligations that mirror our obligations. If the hauler brings the wrong load to the plant, he has to take the extra time to drive it to the landfill. If he brings the wrong load to the landfill, he has to bring it to the plant. Sooner or later he is going to stop doing that.

Mr. Rys then says these units are completely enclosed and compacted. You don't know what you have in that until you dump it.

Mr. Hamel refers that to Joe Dumas. Mr. Dumas says we know where the truck has dumped. Even if the truck leaves the site, we know what truck dumped it and we will pick them up the next time. Normally, we spot it as he dumps it. If we see anything, we stop him, site him on the spot, and that is it. If they do it once or twice they won't do it again, otherwise they will lose their license. He says, they have had zero incidents over the past 5 years of non acceptable waste. He then says bricks and metal will go through the incinerator. It is just that they would rather not.

Mr. Rys then says he feels the hauler may go back to the industry and charge them higher rates. Mr. Dumas says he spent some time talking with the industries. At Pittsfield, we have General Electric which has 7800 employees. They bring in almost 15% of our waste. They are screening their waste before they load it up. When they have a load of plastic or glass they tell us

Chairman Gessert then says we have been around the table once. He would like to thank Mr. Hamel and the others for their presentation and their efforts. Maybe the next time they will have more questions for them.

Mr. Hamel then makes note of the resolution in the packet. Further action will be necessary on this.

Item 14 is next up for discussion.

Mr. Rys then moves to approve the job specifications for the payroll clerk; seconded by Mr. Krupp.

Mr. Krupp then asks in the absence of Mr. Seadale who will answer the questions. Mr. Myers says he will answer the questions. Mr. Krupp then asks if this is a bargaining unit job. Mr. Myers says yes it is. This already is in the bargaining unit. There are only 5 people out of the bargaining unit and he is one of them. This goes back to some of the staffable jobs.

Mr. Killen then says one of the jobs duties says tracing and correcting errors. Is that allowed if it were made by a computer.

Mr. Myers says Item 14 is in the accounting office in the finance department. That is his department. Item 15 is in the Police Department.

VOTE: Unanimous ayes with the exceptions of Mr. Krupp who voted no and Mr. Rys was not present; motion duly carried.

Item 15 is then up for discussion.

Mr. Krupp then moved to approve the reclassification of Clerk Typist II to Senior Clerk; seconded by Mrs. Bergamini.

Chairman Gessert says this was one of those positions that Stan did evaluate. At budget time we did budget additional revenue. The money is there and with the letter we received from Stan, he feels the upgrade is appropriate.

Mr. Seadale says this is part of a report that he gave to the Mayor. Mr. Killen then asks if in the last paragraph where it says the union will not pursue. Was that reached? Mr. Seadale says that is correct.

VOTE: Unanimous ayes; motion duly carried.

Mr. Krupp then moved to transfer \$1,668 from A/C 805-323 to A/C 201A-131; seconded by Mrs. Bergamini.

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Mr. Killen asks if that is an established account. The one it is going to. Mr. Myers says yes it is.

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

Item 16 is then up for discussion.

Mayor Dickinson then says this item should be discussed in Executive Session, depending on how much they want to discuss it.

Mr. Lynch then says if they want to discuss this item, he would prefer they take it up in Executive Session. If they just want to vote on it is up to them.

Mr. Holmes then made a motion to reject the factfinding Report covering the Custodian's Union; seconded by Mr. Polanski.

Mr. Holmes says the reason he made a motion to reject is because he can't go along with the wage pack. He feels it is too high.

Mr. Killen then says that one of the comparisons they make on reaching the decision on the percentage increase was the fact that what the other contracts in Town were. They don't break those down to say if they were agreed on by the Town or what the others, arbitration board or the factfinder. Are we constantly building ourselves up this way. In other words, if it should go to binding arbitration and they increase it to 10% the next time the union comes around and goes to the factfinder, he is going to say it has been 10% for the past couple of years.

Mr. Lynch says that the factfinder also makes comparisons to similar employees in the other communities as well. That comparison doesn't stand alone.

Mr. Killen said all in all, he didn't feel it was that bad.

Mr. Krupp says he agrees with Mr. Holmes. The percentages here are excessive. This is a vicious cycle we get dragged into contract after contract.

VOTE: (Yes vote means to reject) Unanimous ayes with the exceptions of Mr. Killen who voted no and Mrs. Papale was not present; motion duly carried.

The next item up is Item 17. Mr. Rys then moved to consider the request of Double A Transportation Company for an Insurance Waiver on the school bus contract; seconded by Mrs. Bergamini.

Chairman Gessert says the bottom line is that they are where we are with insurance. They are looking to go from \$10,000,000 to \$1,000,000. He says he thinks we have a couple of alternatives. One is to say yes we will lower it and let them off the hook and he says the other is to insist on the \$10,000,000 and the alternative would be to say somewhere between 1 and 10 million.

Mayor Dickinson then says at this point it is off the agenda. They want to appear and can't be here. They had a call and they would like it put on the next agenda. Our next meeting is October 8th. They would prefer you don't proceed on that item. The Board rejected the proposal last night.

Chairman Gessert says he doesn't know what the Council wants but we can discuss it now or wait until the next meeting and discuss it for an hour.

Mr. Krupp then says if a suit in excess of \$1,000,000 were to be filed and granted in court who would have the liability, the bus company, the Town of Wallingford, or the Board of Education?

Attorney Mantzaris says an accident happening on a bus ride? Everyone would be sued. The bus company is the liable part. You don't sue for an amount of money anymore, it is over \$75,000.

Mayor Dickinson says not knowing what the position on the Board was, his recommendation is to wait and see. They rejected it for some reason. This is probably why Double A wanted to be here themselves.

Mr. Annis then says it was rejected by the Board because they felt they could get somewhere between 1 and 10 million. Currently the 10 million dollar policy is costing \$8,000. Now it is going to go up to \$80,000. Next year you won't get the 10 million anyway because there is no one out there to offer it. (600)

Mr. Polanski then moved to Table Item 17; seconded by Mr. Krupp.

VOTE: Council Members Bergamini, Diana, Holmes, Killen, Krupp and Polanski voted yes; Council Members Gessert, Papale and Rys voted no; motion duly carried.

Mr. Krupp then moved to Waive Rule V; seconded by Mrs. Bergamini.

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

Mrs. Bergamini then moved to go into EXECUTIVE SESSION to discuss security systems under Section 1-19A of the Connecticut General Statutes; seconded by Mr. Rys. VOTE: Unanimous ayes; motion duly carried.

The meeting then went into EXECUTIVE SESSION AT 12:00 p.m.

Mrs. Bergamini then moved to come out of EXECUTIVE SESSION; seconded by Mr. Polanski. VOTE: Unanimous ayes with the exception of Mr. Diana who was not present; motion duly carried.

The meeting came out of EXECUTIVE SESSION at 12:10 p.m.

Mr. Krupp then moved to waive the bid as requested; seconded by Mr. Polanski.

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

Mr. Polanski then moved the following tax refunds:

Leonard & Linda Boyle	\$ 645.84
Michael Ashley II	9.86
Walter & Eleanor Pinkowski	12.79
Roger & Joan Barnes	1,064.44
Craig Ackerman	28.61
	<hr/>
	\$1,761.54

This was seconded by Mrs. Bergamini.

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

Mr. Holmes then moved to Amend the General Fund Revenue Budget A/C 101-003 Overpayment of Taxes \$18,834.00 and Amend General Fund Expenditure Budget A/C 142-891 Refund of Overpayment \$18,834.00; seconded by Mr. Krupp.

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

Mr. Myers then says Mohawk has an excellent payment record. They have a taxpayer that is always on time. He also says they will have to add (C) to this. The refund itself.

Mr. Holmes then moves to authorize the refund to Mohawk Aluminum of \$18,833.88; seconded by Mrs. Bergamini.

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

Mr. Holmes then moved to transfer \$1,000 from A/C 142-130 to A/C 142-140; seconded by Mr. Polanski.

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

Mr. Holmes then moved a transfer of \$245 from A/C 601A-900 to A/C 805-319; seconded by Mr. Rys.

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

Mr. Myers says that is a first in 15 years. The first time we transferred money back into the contingency.

Mr. Holmes then noted for the record the monthly financial reports of the Town of Wallingford for the month of August 1985, seconded by Mrs. Bergamini. (60)

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

Mr. Krupp thanks Mr. Myers for the financial report of August. Last year the auditor's report for June came out in October. Mr. Myers checked into that. The letter was dated in October. The report came out in December. The date on the letter is the date of exit from the field. He anticipates the audit report will be out the same date as it was last year. They will see it before the end of their term.

Mr. Holmes then moved to establish A/C 132-604 and transfer \$2,500 from A/C 132-125 to A/C 132-604 and waive the bid; seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exceptions of Mr. Killen who voted no and Mr. Diana was not present; motion duly carried.

Mr. Holmes then noted that due to the absence of Mr. Diana they would Table Item 24; seconded by Mr. Krupp.

VOTE: Unanimous ayes with the exceptions of Mr. Gessert and Mrs. Bergamini who voted no & Mr. Diana was not present; motion duly carried.

Mrs. Bergamini then noted for the record the Ordinance Committee Meeting Minutes of September 4, 1985; seconded by Mr. Krupp.

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

Mrs. Bergamini then moved to accept the Town Council Meeting Minutes of September 5, 1985; seconded by Mr. Holmes.

VOTE: Council Members Bergamini, Gessert, Holmes and Rys voted yes. Council members Killen, Krupp, Papale, and Polanski passed and Mr. Diana was not present; motion does not carry.

Mrs. Bergamini then moved to accept the Town Council Meeting Minutes of September 10, 1985; seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Mr. Diana who was not present and Mr. Killen passed; motion duly carried.

Mrs. Bergamini then moved to go into EXECUTIVE SESSION to discuss the settlement of claims; seconded by Mr. Holmes.

VOTE: Unanimous ayes with the exception of Mr. Diana; motion duly carried. The meeting then went into executive session at 12:23 p.m.

Mr. Krupp then moved to come out of EXECUTIVE SESSION; seconded by Mr. Holmes.

VOTE: Unanimous ayes with the exception of Mr. Diana; motion duly carried.

The meeting then came out of EXECUTIVE SESSION at 12:25.

Mr. Krupp then moved to accept the \$950 settlement; seconded by Mrs. Bergamini.

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

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 12:26 p.m.

Lisa M. Bousquet
Council Secretary

Approved: David A. Gessert
David A. Gessert, Chairman

Date 10-8-85

Rosemary A. Rascasti
Rosemary A. Rascasti, Town Clerk

Date 10-8-85