

TOWN COUNCIL MEETING

JUNE 26, 2001

6:30 P.M.

AGENDA

Blessing

1. Pledge of Allegiance and Roll Call
2. Correspondence
3. Consent Agenda
 - a. Consider and Approve Tax Refunds (#491-505) Totaling \$4,900.59 – Tax Collector
 - b. Approve and Accept the Minutes of the May 22, 2001 Town Council Meeting
 - c. Consider and Approve a Transfer of Funds in the Amount of \$24 from Office Expenses & Supplies Acct. #001-2020-401-4000 to Operating Expenses Acct. #001-2020-401-4100 – Animal Control Officer
 - d. Consider and Approve a Transfer of Funds in the Amount of \$300 from Seminar & Dues Acct. #001-7011-701-7990 to Transportation Reimbursement Acct. #001-7011-300-3201 – Environmental Planner
 - e. Consider and Approve a Transfer of Funds in the Amount of \$600 from Health Promotion Program Acct. #001-3010-601-6010 to Transportation Acct. #001-3010-300-3201 – Director of Health
 - f. Consider and Approve Authorizing the Mayor to Sign a Resolution to Accept a Grant from the State of CT., Office of Emergency Medical Services, Inc. in the Amount of \$8,000 to Pay Tuition for Two (2) Candidates to Attend Paramedic Training – Chief of Fire & Emergency Services

- g. Consider and Approve a Grant-in-Aid Agreement between the Town of Wlfd. and State of CT. for Study and Design Drainage Improvements To Meetinghouse Brook – Town Attorney
- h. Consider and Approve a Resolution Authorizing the Mayor to Execute the Grant-in-Aid Agreement between the Town of Wlfd. and State of CT. for Study and Design Drainage Improvements to Meetinghouse Brook – Town Attorney
- i. Consider and Approve a Lease Agreement between the Town of Wlfd. and Big Brothers/Big Sisters of Meriden/Wallingford, Inc. for the Period of 7/1/2001 to 6/30/2002 for Use of the Community Service Area of the Municipal Bldg. at 6 Fairfield Boulevard, Wlfd., CT. – Town Attorney
- j. Consider and Approve Authorizing the Mayor to Sign a Resolution Executing Application to the State of CT., Office of Policy and Management for a Grant in an Amount not to Exceed \$50,000 per Year to Combat Underage Drinking – Youth & Social Services
- k. Consider and Approve Authorizing the Mayor to Sign a Resolution Executing Application to the State of CT., Dept. of Social Services for a Social Services Block Grant – State & Federal Program Admin.
- l. Consider and Approve Authorizing the Mayor to Sign a Resolution Executing Application to the State of CT., Dept. of Social Services for Community Service Grant Funds used to Contract with Comunidad Hispana de Wallingford, Inc., “SCOW” – State & Federal Program Admin.
- m. Consider and Approve an Agreement Between the Town and Comunidad Hispana de Wallingford, Inc., “SCOW” to Fulfill all Terms and Conditions of a Community Service Grant Applied for by the Town - State & Federal Program Admin.

4. Items Removed from the Consent Agenda

5. PUBLIC QUESTION AND ANSWER PERIOD

6. Consider and Approve One (1) Appointment/Re-Appointment to the Position of Commissioner on the Zoning Board of Appeals to Fill a Vacancy in a Term Which Expires 1/8/2005
7. Consider and Approve One (1) Appointment to the Position of Registrar of Voters Effective July 1, 2001 to Fill a Vacancy in a Term Which Expires 1/1/2002
8. Consider and Approve Appointing Linda P. Langan to an Unexpired Term on the Board of Education Vacated by Phyllis B. DeChello
9. PUBLIC HEARING to Act Upon Considering and Approving an Amendment to Section 43-12A of the Code of the Town of Wallingford Entitled, "Formal Contract Procedure" (Proposed amendment increases dollar amount which requires Town to engage in a formal bidding process from \$2,000 to \$4,000) – Requested by Councilor Stephen W. Knight, Chairman, Ordinance Committee
10. Consider and Approve a Transfer of Funds in the Amount of \$20,000 from Purchased Services – Clean Catch Basins Acct. #001-5015-901-9024 and \$15,000 from Purchased Services – Flagman Acct. #001-5015-901-9026 for a Total of \$35,000 to Utilities Acct. #001-5015-201-2010 – Dept. of Public Works
11. Consider and Approve a Transfer of Funds in the Amount of \$6,000 from Health Insurance Acct. #8035-800-8300 to Backhoe Acct. #001-5015-999-9133 – Dept. Of Public Works
12. Consider and Approve a Transfer of Funds in the Amount of \$83,700 from Health Insurance Acct. #8035-800-8300 to Truck Wash Building Acct. #001-5015-999-9171 – Dept. of Public Works
13. Consider and Approve a Transfer of Funds in the Amount of \$30,300 from Health Insurance Acct. #8035-800-8300 to Town Hall HVAC Unit Acct. #001-5015-999-9150 – Dept. of Public Works
14. Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Maint. Pumping Equip. Acct. #431-8620-633 to Maint. Misc. Water Source Plant Acct. #431-8600-617 – Water Division

15. Consider and Approve a Transfer of Funds in the Amount of \$6,000 from Maint. Of Treatment Equip. Acct. #461-8640-652 to Power Purchased for Pumping Acct. #461-8620-623 – Sewer Division
16. Consider and Approve a Transfer of Funds in the Amount of \$13,000 from Customer Records & Collections Data Processing Acct. #903-1 to Outside Services – Town Acct. #923-1 – Electric Division
17. Consider and Approve a Consent Agreement between the Town of Wlfd. and PPL Wallingford Energy LLC Regarding Possible Removal, Replacement and Relocation of Pent Road Junction Transmission Structure – Public Utilities Director
- 18a. Consider and Approve Waiving the Bidding Process for the Purpose of Hiring a Contractor to Complete Work on Harrison Road – Town Engineer
 - b. Consider and Approve Waiving the Bidding Process for the Purpose of Hiring an Engineering Firm to Perform any Design Work Necessary for the Completion of Work on Harrison Road – Town Engineer
19. Report Out from the Town Engineer on the Procedure for Prioritizing the Repair and Installation of Sidewalks within the Town and the Method of Funding said Repairs and Installations as Requested by Councilor G. Thomas Zappala
20. Report Out from Public Works and Discussion and Possible Action on Plans for Street Sweeping and the Resurfacing of Streets with Oil and Gravel, with a Report Out and Comments from the Environmental Planner on how (if at all) Sand from Wallingford's Roads may be Affecting Retention Ponds in the long run as Requested by Councilor Mike Brodinsky
21. Report Out from Tom Dooley, Discussion and Possible Action on Plans to Accommodate Little League Teams and Softball Leagues in view of the Future Unavailability of Fields at Gaylord and Cytec as Requested by Councilor Mike Brodinsky
22. Consider and Approve a Transfer of Funds in the Amount of \$7,850 from Purchased Services – Labor Relations Attorney Acct. #001-1320-901-9001 to Self-Insurance Claims Acct. #001-8030-800-8280 – Town Attorney

23. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes
With Respect to the Purchase, Sale and/or Leasing of Property – Mayor

TOWN COUNCIL MEETING

JUNE 26, 2001

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TOWN COUNCIL MEETING

JUNE 26, 2001

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, June 26, 2001 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:34 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Farrell, Knight, Papale, Parisi, Vumbaco & Zappala. Councilor Centner was unable to attend; Councilor Rys arrived at 7:17 P.M. due to traffic delays. Mayor William W. Dickinson, Jr., Assistant Town Attorney Gerald E. Farrell, Sr. and Comptroller Thomas A. Myers were also present.

The Pledge of Allegiance was given to the Flag.

A blessing was bestowed upon the Council by Rev. Sydney Parker (Retired).

ITEM #3 Consent Agenda

ITEM#3a Consider and Approve Tax Refunds (#491-505) Totaling \$4,900.59 – Tax Collector

ITEM#3b Approve and Accept the Minutes of the May 22, 2001 Town Council Meeting

ITEM#3c Consider and Approve a Transfer of Funds in the Amount of \$24 from Office Expenses & Supplies Acct. #001-2020-401-4000 to Operating Expenses Acct. #001-2020-401-4100 – Animal Control Officer

ITEM#3d Consider and Approve a Transfer of Funds in the Amount of \$300 from Seminar & Dues Acct. #001-7011-701-7990 to Transportation Reimbursement Acct. #001-7011-300-3201 – Environmental Planner

ITEM#3e Consider and Approve a Transfer of Funds in the Amount of \$600 from Health Promotion Program Acct. #001-3010-601-6010 to Transportation Acct. #001-3010-300-3201 – Director of Health

ITEM#3f Consider and Approve Authorizing the Mayor to Sign a Resolution to Accept a Grant from the State of CT., Office of Emergency Medical Services, Inc. in the Amount of \$8,000 to Pay Tuition for Two (2) Candidates to Attend Paramedic Training – Chief of Fire & Emergency Services

ITEM#3g Consider and Approve a Grant-in-Aid Agreement between the Town of Wlfd. and State of CT. for Study and Design Drainage Improvements to Meetinghouse Brook – Town Attorney

ITEM#3h Consider and Approve a Resolution Authorizing the Mayor to Execute the Grant-in-Aid Agreement between the Town of Wlfd. and State of CT. for Study and Design Drainage Improvements to Meetinghouse Brook – Town Attorney

ITEM#3i Consider and Approve a Lease Agreement between the Town of Wlfd. and Big Brothers/Big Sisters of Meriden/Wallingford, Inc. for the Period of 7/1/2001 to 6/30/2002 for Use of the Community Service Area of the Municipal Bldg. at 6 Fairfield Boulevard, Wlfd., CT. –Town Attorney

ITEM#3j Consider and Approve Authorizing the Mayor to Sign a Resolution Executing Application to the State of CT., Office of Policy and Management for a Grant in an Amount not to Exceed \$50,000 per Year to Combat Underage Drinking –Youth & Social Services

ITEM#3k Consider and Approve Authorizing the Mayor to Sign a Resolution Executing Application to the State of CT., Dept. of Social Services for a Social Services Block Grant – State & Federal Program Admin.

ITEM#3l Consider and Approve Authorizing the Mayor to Sign a Resolution Executing Application to the State of CT., Dept. of Social Services for Community Service Grant Funds used to Contract with Comunidad Hispana de Wallingford, Inc., “SCOW” – State & Federal Program Admin.

ITEM#3m Consider and Approve an Agreement Between the Town and Comunidad Hispana de Wallingford, Inc., “SCOW” to Fulfill all Terms and Conditions of a Community Service Grant Applied for by the Town - State & Federal Program Admin.

Motion was made by Mr. Knight to Approve the Consent Agenda, Items #3a-m, as presented, seconded by Mr. Farrell.

vOTE: Centner and Rys were absent; all others, aye; motion duly carried.

ITEM#4 Items Removed from the Consent Agenda – Withdrawn

PUBLIC QUESTION AND ANSWER PERIOD

Jack Agosta, 505 Church Street, Yalesville asked, with four days to go, how will we end our fiscal year, with a plus or minus?

Comptroller Thomas Myers responded, I believe we will be ending the fiscal year in with a positive result of operations. During July & August we go through a period of adjustments, making sure we have recorded all the entries in the appropriate fiscal year. It is hard to measure one fiscal year against previous years. Until that exercise is completed, I really don't know what the final numbers are. There is no doubt in my mind, however, that we will be in a positive result.

Marion Fritch-Mason, 30 McKenna Court stated, I have two degrees in Psychology, earning my B.A. in 1999 at the age of 65. Although I don't pursue more degrees, I am continuing research into many disciplines. Art, archeology, government, history, political science and religion are some of my areas of study. Since August of 2000, I have been studying the culture of Ancient Egypt. Mr. Henry George Fischer of Sherman, CT., Curator and Narrator, Dept. of Egyptian Art at the Metropolitan Museum of Art, suggested some tests which began my intense exploration into what is described as quote, "The most tremendous transformation in the history of civilization; the process by which man has passed from his conquest of the material world, to the amazing discovery of inner value; the victory over self and the vision of social responsibility." All of this from inscriptions whose origin goes back to 5000 B.C. I am most impecunious.....

Mr. Parisi interrupted Ms. Fritch-Mason...

Ms. Fritch-Mason asked for ten minutes of the Council's indulgence.

Mr. Parisi replied that the Council did not have ten minutes. He stated, if you have a question or statement, that is fine.

Ms. Fritch-Mason replied, what I am saying pertains to my statement. This is about the Public Library system. I cannot persist my work study without use of the free public library system. I am grateful to the taxpayer's past expenditures and present library appropriations of \$1,734,218. My use of the Wallingford Library system is why I am here tonight, and I would appreciate it if you would hold your questions and comments until I finish. I will be brief. Although this is five pages long, it is double-spaced, thank you.

Mr. Parisi answered, we will entertain your questions; what is your comment?

Ms. Fritch-Mason answered, as a Connecticut native, I have experience with many libraries throughout the state and have encountered various forms of censorship but, without exaggeration, the Wallingford Library has consistently and illegally denied my First Amendment rights with every obstacle at their disposal. Whenever I complain, I am threatened with police action. I am justifiably shocked and outraged. I don't have any mental problems; I am not a tumultuous personality. I have not addictions other than assiduously seeking the truth. I have endeavored through many meetings with the Library Co-Directors, and the Mayor, to

resolve this situation, to no avail. As is my right, I make full use of all services offered to the public. I order text through the interlibrary loan system and use the e-mail facility for communication. In January, after many weeks of computer glitches and lack of courteous cooperation from the staff, something very strange happened. I should tell you before I get into specifics about this that I have a great deal of formal and informal hands-on training with computers.

Mr. Paris stated, why don't you just get to the; what is the meat of the problem? Specifically, is it; what are they doing?

Ms. Fritch-Mason answered, the computer problem that I had, when I spoke to the Library staff about it, she said, "this is not the time nor place to speak of this." These events would enough to perplex anyone but after my voicing concerns to the staff, they called the police. This was done very quietly without my knowledge by Co-Director Karen Rossler. I will read the police report dated February 27, 2001 prepared by Officer Dave Baker. "Rossler is a Librarian at the Wallingford Public Library. She complained that a patron, Marion Fritch-Mason, with whom the Library is very familiar, has been acting in a disorderly manner lately and is beginning to upset both patrons and staff members. Fritch-Mason has, for quite some time, used the Library to express her anti-Semitic views. Lately, she has become more vocal, loud and intimidating. Mason has also been short-tempered. The Library would like the cooperation of the department should Fritch-Mason continue with this behavior. I explained that if Fritch-Mason becomes disorderly, the staff should not hesitate to call and ask that she be removed and/or arrested if the facts present themselves. I will continue to follow up any further developments with the Library, and I may contact Fritch-Mason to discuss the matter." He never contacted me. It is very sad that at the age of 67 I have to become very brutally aware that anyone at any time can make false accusations and involve the police in the treachery. I find it is especially troublesome when it occurs at the bastion of free speech, the public library. If Karen Rossler knows that I cannot hire an attorney, she would have no compunction against lying and has encouraged at least four other members of the staff to do the same, thereby ingratiating themselves with the boss at my expense. Here I state, without equivocation that I am not now, nor ever have been an anti-Semite. I practice a Semitic religion. I am in opposition to the racist, Zionist Marxists whose suppression of Palestinians in Israel....

Mr. Paris interrupted to state, this is becoming a....

Ms. Fritch-Mason interrupted to state, this is what is happening to free speech at the Library. I don't speak of these things with anyone there.

Mr. Paris replied, that's fine. I want you to be specific of what your problem is and that's that.

Ms. Fritch-Mason replied, my problem is, she is lying and she is trying to make everyone believe that I speak to people about my alleged anti-Semitism. I have nothing of the kind. I am

a peace activist in the regions group. The only time I speak about the racist Zionist Marxists is when I am communicating, corresponding through the e-mail system at the Library. I have never spoken about this to anyone, unless they ask...

Mr. Parisi asked, what do you want us to do?

Ms. Fritch-Mason replied, there have been many obstacles put in...

Mr. Parisi asked again, what do you want us to do?

Ms. Fritch-Mason answered, a month ago, Kathy Campion, whose job it is to request the textbooks I need has come up with yet another barrier; she insists that I cannot obtain the books I want but must settle for only certain pages copied and then I must sign a card of liability for same. I will not sign anything. I would like the journals I requested in an expeditious manner. I will not pay anything extra to obtain the reading material I need. It is not pleasant dealing with arrogant public servants whose aim is character assassination and violation of my First Amendment rights. But since I don't intend to leave town, I suggest that the Library personnel do the job that the taxpayers of the town expect.

Mr. Parisi asked, what do you want us to do, ma'am?

Ms. Fritch-Mason answered, this thing stinks and its needs an airing. Taxpayers should know what their employees are doing at this free public library. I am still offended by the atrocious and perfidious actions of some library staff members. Months ago I was assured by the Co-Director, Leslie Scherer, that I could obtain reading material about an ADL member; ADL is the Anti-Defamation League of B'Nai Brith. This member was found guilty of spying on American civilians...

Mr. Parisi stated, wait, I am not going into that. I am not going to have that, I am sorry. What we will do is answer your question as best we can. So, you direct your question.

Ms. Fritch-Mason replied, what I would like is an advocate at the library since, obviously, the Director is highly prejudiced against me and is lying about my behavior and conduct.

Mr. Parisi asked the Mayor, do you have ideas on where we are going to go with this?

Mayor Dickinson answered, the basic issue is access to materials. I believe we were setting up a meeting between Marion and one of the Directors in my office. I don't know if a date has been scheduled as of yet. That's the way it was left; that we would proceed with a meeting. As far as I know, the access for the materials, where they come from a private library, and these materials were coming from private libraries, not other public libraries, sometimes requires a payment or other issues have to be resolved so that the private library is assured of what ever

they need. I think as long as everyone has the same rules, I don't think there is a real problem. But, certainly, we can resolve whether or not everyone has to obey the same rules.

Ms. Fritch-Mason stated, in the meantime, after we talked last, the latest thing that I mentioned about Kathy's refusing the textbooks, the journals, that I requested, so it is an ongoing thing. I am in the library constantly and I don't want to feel when I go in there....

Mr. Parisi interrupted to ask the Mayor for direction.

Mayor Dickinson stated, we either have a date or it is in the process of being set up and we will proceed with that. What ever the issues are at the time, we will look at them.

Mr. Parisi asked that the meeting be expedited, if possible.

Mayor Dickinson answered, I don't think it is a problem with the date. Have you been given a date?

Ms. Fritch-Mason replied, I haven't heard anything.

Mayor Dickinson will follow up on setting a date.

Mr. Parisi asked, again, that the meeting be expedited and hopefully, Ms. Fritch-Mason will be able to reap some resolution.

Ms. Fritch-Mason stated, as Shakespeare said in one of his great works, "You can steal my purse, it is trash; but please do not take away my good name." That is what is happening here.

Mr. Parisi stated, we are going to try and get this resolved with a meeting. There is nothing else I can do at this point.

Ms. Fritch-Mason replied, I am grateful, Mr. Parisi, that I was able to be heard this evening. I really am happy to be here, believe it or not.

Mr. Parisi replied, let's see what happens. You are certainly welcome back if it does not materialize, but I am sure it will.

Pasquale Melillo, 15 Haller Place, Yalesville stated that there seems to be a dispute over whether or not to build a golf course on the Cooke property. There is some concern with making sure the environment is going to be well taken care of.

Mr. Parisi answered, from what I understand, they are working on that. That bill has either been passed or is going to be passed very shortly and all parties are agreeable, is what I have been told. Mr. Zappala has assured me that they are working on it up at the legislature.

Mr. Melillo asked, when all is said and done, will the State of CT. have legal jurisdiction over the land?

Mr. Parisi answered, that is also being argued; that is another case.

Mr. Zappala stated, there are about seven applications the Town has to make to the State for various permits which have to be cleared before anything gets done.

Mr. Agosta asked if there has been any new progress on the remodeling of the Animal Shelter?

Mayor Dickinson replied, an architect has been working on design. We are expecting to receive the design in the near future, if it hasn't been received as of yet. We will be making decisions from that.

Mr. Melillo asked, what will become of the former Senior Center?

Mayor Dickinson answered, the area that was used for public gatherings, the meals, will be storage space for Public Works, Civil Preparedness and the police sign shop. The area that was office space and classroom area will be used by S.C.O.W. (Spanish Community of Wallingford) who will move from the railroad station.

Mr. Melillo asked if there has been any progress with regards to the playing fields?

Mayor Dickinson answered, the issue of the little league fields is under review. There is regular contact with the little league, Public Works, Engineering, Recreation and we expect that the matter will arrive at a consensus on a design and placement of fields. Then we will look to implement what is necessary.

Robert Sheehan, 11 Cooper Avenue asked if Yankee Gas has removed all of the contaminated soil from the land that it offered to the Town for additional parking at the Senior Center?

Mayor Dickinson answered, yes, they have landscaped the area and put in a parking lot. It is a beautiful sight for use by the Senior Center. I believe they have obtained the necessary sign-offs by the D.E.P. Ultimately, the Town will enter into a lease with them on that property.

Mr. Sheehan asked if the lease will be just for the parking lot area?

Mayor Dickinson answered, the lease is just for the parking area. We would be maintaining that; plowing it, etc., during the period of the lease that the Town would use the lot.

Mr. Agosta asked if Atty. Blumenthal's office has forwarded a copy its model smoking ordinance to the Town yet?

Mayor Dickinson answered, none has been brought to my attention. No, I have not seen anything.

Mr. Melillo asked how the police computer problems are going? He wanted the Town to pursue recovery costs from Lucent Technology for the new system and additional costs incurred due to the computer problems.

Mayor Dickinson answered, that is a matter of negotiations between the parties.

Mr. Melillo asked, have we learned anything new yet on the Wooding Caplan property?

Mayor Dickinson answered, no new development at this time. There is still discussions and review taking place. The general outline has been discussed many times; there would be a residential component; most of the area that the Town owns would become a streetscape, parking area and there would be some improvements to the rear of some of the buildings. That is the basic format. I don't have the details rights now; that is what has been discussed and remains the concept.

Mr. Melillo asked if any progress has been made on Community Lake? This has been hanging around in limbo for fifteen years.

Mr. Parisi stated, the issue is at the state level and they are supposedly putting out bids to an engineering firm to come up with a plan.

Public Question and Answer Period was declared closed at this time.

EM #6 Consider and Approve One (1) Appointment/Re-Appointment to the Position of Commissioner on the Zoning Board of Appeals to Fill a Vacancy in a Term which Expires 1/8/2005

Motion was made by Mr. Knight to Appoint Patrick Birney to the Position, seconded by Mr. Farrell.

Mr. Knight read an excerpt from correspondence to Chairman Parisi from Karen Hlavac, Chairman of the Republican Town Committee into the record as follows: "Please be advised that Gerald J. Lefebvre formerly of 3 Norman Avenue, Wallingford, has resigned from his

position as a member of the Wallingford Zoning Board of Appeals effective April 30, 2001. Mr. Lefebvre has moved out of state. Mr. Patrick M. Birney, Esq. of 41 Fairview Avenue, Wallingford was endorsed as a member of the Wallingford Zoning Board of Appeals. Mr. Birney has served as a Zoning Board of Appeals Alternate for the past few months and has found that position to be rewarding. He is interested in being appointed to the position just vacated by Mr. Lefebvre. Mr. Birney, a practicing attorney, would like to continue his service to the community in this new capacity.”

Mr. Farrell stated, when Mr. Birney was originally nominated, I made the point that I had had many dealings with him as a fellow attorney and I think he is a very honest person and someone very interested in the community.

VOTE: Centner and Rys were absent; all others, aye; motion duly carried.

ITEM #7 Withdrawn

ITEM #8 Consider and Approve Appointing Linda P. Langan to an Unexpired Term on the Board of Education Vacated by Phyllis B. DeChello.

Mr. Knight referred to correspondence received from Ms. Hlavac, Chairperson of the Republican Town Committee which read, “Please be advised that Mrs. Phyllis B. DeChello...has resigned from her position as a member of the Wallingford Board of Education, effective June 1, 2001. Mrs. DeChello has been a valuable member of the Wallingford Board of Education for many years. She has been a conscientious, dedicated advocate for the children of Wallingford. She has enriched our community with her service and will be missed. Mrs. Linda P. Langan...was endorsed as a member of the Wallingford Board of Education. Mrs. Langan possesses a B.S. degree in Early Childhood Education and an M.S. degree in Elementary Education. Her two children attend Wallingford public schools. She is Past President of the Cook Hill School P.T.O. and has been a Girl Scout Troop Leader for the past six years. Her educational background and her service to the children of our community make her an excellent choice for this position.

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

Mr. Farrell stated, I had the opportunity to be present when Mrs. Langan was interviewed and I can't say how impressed I am that she is someone who has quite an educational background. I have had several people who were her former students and parents of her students tell me that she really is someone who will bring a lot to the Board of Education. I am very pleased to second her nomination.

VOTE: Centner and Rys were absent; all others, aye; motion duly carried.

Town Clerk Rosemary A. Rascati performed the Swearing-In Ceremony for both Mr. Birney and Mrs. Langan at this time.

(Applause)

Seeing it was too early for the public hearing to be conducted (7:45 P.M.), Mr. Parisi suggested that a motion be made to move past Item #9.

Motion was made by Mr. Farrell to Move Past Item #9, seconded by Mr. Knight.

VOTE: Centner and Rys were absent; all others, aye; motion duly carried.

Mr. Rys arrived at 7:17 P.M.

EM #10 Consider and Approve a Transfer of Funds in the Amount of \$20,000 from Purchased Services – Clean Catch Basins Acct. #001-5015-901-9024 and \$15,000 from Purchased Services – Flagman Acct. #001-5015-901-9026 for a Total of \$35,000 to Utilities Acct. #001-5015-201-2010 – Dept. of Public Works

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

Mr. Knight asked, how did the Senior Citizen Center run up \$4,000 in gas expenses?

Henry McCully, Director of Public Works responded, we wanted to turn the units on early, as soon as we got the rooftop units in to commence taping and inside work in the winter. We were using a lot of energy when the building wasn't fully insulated to accommodate the inside trades to move the building along.

Mr. Knight asked, what do you anticipate for an annual usage of gas?

Mr. McCully replied, I expect it will be a lot lower. It is a very well insulated building. It will be very tight when we get a full year out of it. I don't expect it to be a real high usage.

Hopefully, it will only be a little higher than the existing facility because it does have thermal pane windows, fully insulated; it is a much tighter building.

With regards to Community Pool, Mr. Knight stated, the \$11,443 I am assuming is electricity?

Mr. McCully answered, water. We are charged by the Water Department, for instance, we had the bill for filling and we were assessed a surcharge based on the water consumption. The surcharge by the Water Department is more than the water; it is \$9,000 for the water and around \$9,300 for the surcharge.

Mr. Knight asked, what budget was this in previously?

Mr. McCully answered, Tom Dooley (Recreation) had the budget. The reason I don't have a full experience with this is because of the contract we have. We had contracted participation on fill-ups and the ongoing problems we had with the pool. Next year I should have a better handle on it to make the correct adjustment to this line item.

Mr. Knight stated, there must be considerable evaporation, due to the size of the pool?

Mr. McCully answered, yes, there is constant fill-up. When it drops to a certain level, it automatically fills up. In a real hot summer, we are going to experience a lot of water. It is used to drain the pool, clean the pool and every time that meter is running, you are assessed a sewer fee. We are not allowed to drain the water from the pool into any storm systems. It has to be treated. So the water is drained from the pool into the sanitary sewer.

Mr. Knight asked, what is the ratio of water charge to sewer charge? If there is that much evaporation and I know there is, why would there be?

Mr. McCully answered, the formula that the Water Department uses is concrete. I have challenged the Water Department on this and there is no backing down.

Ms. Papale stated, I was curious to know how you could know that you are under-funded that much money before the pool even opened, but now I got that one answer. I was curious to know why this account was moved from the Recreation Department's budget?

Mr. McCully answered, it was more consolidation and the consistency of maintenance and utility accounts throughout the town; I discussed it with Tom Dooley. For some reason, many years ago, this account was left in Recreation both for maintenance and utilities which was not consistent with what Public Works was doing. My department was getting calls to fix bathrooms, make repairs, when Stan Shepardson had accounts to do this sort of thing. Since I maintain all of the Town's buildings that are in the Public Works department's jurisdiction, it just made sense to move it. Tom Dooley and I have weekly meetings and work closely together. It seems to be working out, it has been a smooth transition. Mr. Dooley does take the handle on the start-up maintenance. He is personally involved since he knows a lot more about this than I do; he is much more experienced at it than I am. It is not as though he is turning the responsibility entirely over to me. He is highly involved in the pool's activity.

Mayor Dickinson explained, Recreation really deals more with programs than with maintenance and repair of facilities. The parks are cared for by Public Works in terms of repair, mowing of grass, trimming, etc. Recreation asks for things to occur, but they are far more program-oriented than maintenance and repair-oriented. Public Works has that responsibility, as a general rule.

Mr. Brodinsky stated, \$20,000 will be coming out of the Cleaning Catch Basins account. How, if at all will it impact our program to clean out catch basins?

Mr. McCully answered, since 1996, we have budgeted \$30,000 to clean catch basins. We had a couple of light winters and, in the past when we first started, I would have the basins cleaned in the fall. I moved that to the spring to get more of the winter sand out of catch basins that was being washed into the basin system. This year, when we piggy-backed the lowest State bid...they informed me, when I contacted them in May, that they would be unable to accommodate us this year. That, combined with my discussions with Mary Ann Cherniak-Lexius, our Health Director, with the placement of insecticide in the catch basins, I decided to postpone the program. Since we were not able to complete it and we were going to put the insecticide in the catch basins, we would end up suctioning the material out of 2,000 basins, it didn't make sense. We will have funds available at the start of the new fiscal year and I can have the catch basins, depending on ongoing treatment of the catch basins, in working with the Health Department, have the basins cleaned in the fall and get back on a regular cleaning program.

Mr. Brodinsky asked, do you anticipate spending the entire \$30,000 in the new fiscal year's budget on catch basin cleaning?

Mr. McCully answered, yes.

Mr. Brodinsky asked, that will clean all the catch basins?

Mr. McCully answered, it doesn't clean all of them; it supplements our existing program. We have a machine of our own and it supplements our own system of cleaning them.

Mr. Zappala asked, since the cleaning of the basins is an ongoing process each year, have you completed a cycle of cleaning the entire system yet in town?

Mr. McCully answered, we have the town split into 13 sections of the town. When the contractor goes out to clean the catch basins, the areas that were cleaned the previous year are highlighted. The contractor is given a new section to do each year. We try to accomplish cleaning every catch basin in town roughly every three years. On the ongoing program, they have all been cleaned in the last three years, yes.

Mr. Vumbaco asked, do you have the capabilities of going out and cleaning the basins in case one gets clogged, right?

Mr. McCully answered, absolutely.

Mr. Vumbaco pointed out, it is an ongoing maintenance program. With regards to the utilities transfer he asked, was part of the water charge for re-filling the pool?

Mr. McCully answered, yes.

Mr. Vumbaco asked, was that after the painting was done?

Mr. McCully answered, yes.

Mr. Vumbaco asked, we had to drain it because we needed to paint it, right? That is an ongoing issue. Are we planning on charging back the painting contractor because we really wouldn't have to fill the pool again if the job was done correctly to begin with?

Mr. McCully answered, the pool has to be emptied and filled every year, to clean it. A lot of debris finds its way into the pool.

Frank Wasilewski, 57 N. Orchard Street asked, how many cubic feet of water does it take to fill the pool?

Mr. McCully answered, around 1 million.

Mr. Wasilewski asked, when you drain that water, it goes through the Sewer Treatment plant?

Mr. McCully answered, yes it does.

Mr. Wasilewski stated, that doesn't sit well with the Sewer Division because they kind of frown on water that goes through that plant. This is not what they are telling everyone else. I don't think we should be charged the \$9,300 when there are other ways of disposing the water, not into the treatment plant.

Mr. McCully stated, it is chlorinated water; you cannot just dump that into a stream or storm sewer system. It has to go into a sanitary sewer and be treated.

Mr. Wasilewski asked, do we put any chlorine in our drinking water? They don't want clean water going through the treatment plant; it is taxing the sewer plant. That is what they are saying at the P.U.C.; "we don't want clear water going in there." We want sewage.

Mayor Dickinson stated, State regulations do not allow for swimming pool water to be dumped into a stream. It would be illegal, as far as I know, for the water to be drained off and sent down the brook to the Quinnipiac River.

Mr. Wasilewski stated, if you shut that pool down, how long is that water sitting before you drain the pool?

Mr. McCully answered, that water sits from when they close the pool down at the end of August; we clean it once, at the end of April and, again, three weeks ago.

Mr. Wasilewski asked, three weeks after you shut it down?

Mr. McCully answered, the pool is designed to winterize with the water levels to insulate the pipes and protect all of the pipes and pumping equipment. The water stays in the pool throughout the winter.

Mr. Wasilewski stated, the chlorine will have evaporated. You don't put any more chlorine in when it is shut down.

Mr. McCully answered, that still does not exclude us from depositing that water in the storm systems.

Mr. Wasilewski felt that the Water Department should not be charging the Town \$9,300., especially when it is going through the treatment plant. That is clean water going through again, whether it is chlorinated or not.

Mayor Dickinson stated, you get into the issue of what should be subsidized and whether this facility should not pay the same rates as everyone else becomes the question. It would mean that whatever processes are necessary from Water & Sewer, general government would not be paying that. In effect, water/sewer rates would be subsidizing use by general government and we have stayed away from that as a principal. We pay what the rates require, just like everyone else does.

Mr. Wasilewski asked, who owns the Sewer Treatment plant?; the Town of Wallingford. Are they treating us as the owner or as a user? We are the owners. Are they treating us as the owners of the plant?

Mayor Dickinson replied, as a user.

Mr. Wasilewski stated, we are also the owner. I cannot see them charging \$9,300 for that water to go through there.

Mr. Parisi stated, it is a matter of accounting and semantics. If we use it, we pay for it.

Mayor Dickinson stated, the question is, what should subsidize what? Should the water rates subsidize use by general government. I don't think that is correct. There are people who live in town who do not pay the water rates.

VOTE: Centner was absent; all ayes; motion duly carried.

ITEM #11 Consider and Approve a Transfer of Funds in the Amount of \$6,000 from Health Insurance Acct. #8035-800-8300 to Backhoe Acct. #001-5015-999-9133 – Dept. of Public Works

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

Mr. Rys asked, how much does the backhoe cost?

Henry McCully, Director of Public Works replied, the bid was \$84,000 and we had \$26,000 for a trade-in; our net cost was \$58,000. This was a re-bid. When we obtained our estimates for budget preparations, the model we obtained estimates on was discontinued. A re-designed model from John Deere took its place. The \$6,000 did address; there was significant improvements in the model; ergonomics for the operator; comfort and visibility for safety; and easier maintenance for our mechanics.

Mr. Vumbaco asked, the \$120,000 from the Health Insurance account that is being used to cover these three transfers; how did this become available? Did we over-estimate our expense this year and we have it just sitting there? Do we have less employees? I have only heard that rates have been going up.

Mayor Dickinson explained, part of the reason is because people have different status. There are changes from a person with family coverage to a single person coverage; that is part of it. It is always undergoing adjustments through a year. There are people who go off when employees leave town service; the coverage would cease. There are always adjustments occurring through a year. We pay around \$3 million. When you get down to amounts such as we are dealing with...it relatively is a small amount of money. It is adjustments through the year as the status of employees change; a number of employees change. That is my understanding of it.

Mr. Vumbaco replied, I understand that happens in any business, too. Is this cleaning the account down to; will it be exhausted.

Mr. Brodinsky asked, when will the backhoe be purchased?

Mr. McCully answered, a purchase order will be issued as soon as this transfer is approved. Then we can award the bid. Hopefully we would get it this fall.

Mr. Brodinsky stated, at the end of May, there is about \$500,000 left in that Health Insurance account and the month expenditure in that month was \$182,000., so there will be a little bit left over even after this, unless something came up.

Comptroller Thomas Myers explained, the report that shows the balance at the end of May probably only includes the April payment.

Jack Agosta, 505 Church Street, Yalesville stated, in the 1998-99 budget for Health Insurance there is a difference of \$231,000 less. In the year ending 2000, we saved \$356,000. Now I hear you saying something about \$500,000. It seems to me that now that Mr. McCully needs this money, if these accounts were accurately projected in the beginning, he would not have this money right now. This is something like an 11% difference in projection in 1999; it was almost 15% difference in the year 2000 than what they spent. Most insurances will send you a yearly bill which most of us budget for. If Henry did not need this money, we would have had that money in our surplus for the year.

Mr. Parisi stated, and if Henry had a crystal ball, he would know what it was going to cost him ahead of time. You are asking him to predict what the price is going to be before putting it out in the marketplace. That's not possible. Once in a while you can get lucky, but I don't think it is the rule.

Mr. Agosta stated, I am not talking about Henry doing his job. I am talking about over-estimating how much it is going to cost for our health insurance. It went from \$2 million to \$2.4 million to \$2.7 million to \$3.1 million over four budget years.

Mr. Parisi replied, and those were pluses and minuses both.

Mr. Agosta stated, these are the total budgets. I only have figures for the first two; the other two haven't come through yet. We don't have figures for this fiscal year. The other one is for the year we are in. The first two are for F.Y. 1998-99; a difference of \$231,000. was saved. For the F.Y. 1999-2000, they saved \$356,000. Now the figure is even higher than that and we projected \$3.1 million for the year that we are in. To me, that seems to me like we are going to have another cushion and I don't think that is right. We had a tax increase for three years in a row.

Mr. Parisi asked Tom Myers, do you have any idea as to what the future is going to bring us, Mr. Myers?

Mr. Myers answered, the initial estimate on Health Insurances is prepared by the Personnel Department because they keep our employee census. As the Mayor previously explained, we have people with individual coverage; coverage for couples; family coverage. In February of

each year, the Personnel Department prepares that initial estimate for the ensuing July 1st; five months before the fiscal year begins. In addition to that, our health actuaries are working on the insurance rates with the carriers. There is ongoing work regarding the rates that are going to be in effect July 1. Typically, there is an adjustment, the numbers are re-worked by Personnel. The negotiation process with the health care actuary could end up improving the Town's position with regarding to obtaining more favorable results. Then you have constant moving of personnel. This is no small business; this account covers approximately 500 full time employees. You can have full employment one week and six vacancies the next. When someone terminates they are immediately off the health insurance. There is a time lag to fill the position. In some cases, when a vacancy occurs the Personnel Department has a civil service listing for the department head to immediately fill the position and, in other cases, it has to go out through testing, advertisement, competitive examination, etc. Obviously, while the position is not filled, there is no money paid for health care. It is very much a dynamic account.

Mayor Dickinson explained, the changes that occur after the budget is adopted really is the result of the census. We have arrived at what the rates are prior to that. Those changes are given to the Council; we change the Board of Education number and we often change our number to reflect what the final figures are. The changes we see throughout the year afterwards is a result of census changes.

Mr. Agosta reiterated, it did not cost us more, it cost us less. They are projecting higher figures so that they don't come out in the hole at the end of the year. It seems awful strange that for two solid years some big dollars were saved and that is where we are getting the money from (for the transfer) in the last week of the fiscal year. I am not blaming Henry, if he needs the money, fine. But I don't think this is the way things should be.

Mr. Parisi answered, it is a matter of perception and opinion. I would prefer to be on the plus side, myself but you are entitled to your opinion.

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

ITEM #9 PUBLIC HEARING to Act Upon Considering and Approving an Amendment to Section 43-12A of the Code of Town of Wallingford Entitled, "Formal Contract Procedure" (Proposed Amendment increases dollar amount which requires Town to engage in formal bidding process from \$2,000 to \$4,000) – Requested by Councilor Stephen W. Knight, Chairman, Ordinance Committee

Motion was made by Mr. Rys to Act Upon and Consider Approving an Amendment to Section 43-12A of the Code of the Town of Wallingford Entitled, "Formal Contract Procedure", seconded by Mr. Knight. (Appendix I)

Chairman Parisi opened the discussion to the public at this time, however, no one came forward to speak on the subject matter.

Mr. Brodinsky stated, I will vote in favor of it because it is a good ordinance and it increases the limit from \$2,000 to \$4,000, the limit at which point we have to send items out to bid. Instead of \$4,000 there could have been other numbers... there are a lot of numbers that are reasonable but \$4,000 is certainly a reasonable number. I think this will help to streamline government so I am going to vote in favor of it.

Mr. Farrell stated that it should not come as a big surprise that he will be voting in opposition of the amendment. He does not believe increasing the bid amount from \$2,000 to \$4,000 is a good idea. I understand the impulse that motivates my colleagues to make this suggestion but, I would prefer to exercise continued fiscal conservatism and, while I do trust the department heads, I do believe that they can come back to the Council if there is a problem. I don't want to make it any more liberal than it currently is.

Mr. Knight stated that he was not being impulsive. When it was suggested that we change this; just a couple of background comments regarding the reason for my pushing for this; the bid limit in the year of 1961 was \$2,000. The bid limit forty years later is still \$2,000. Back in 1961, I bet you could have purchased an automobile for \$2,000. The Town department heads, back in 1961 were entrusted with that latitude. I don't believe it is out of line that, forty years later, we look at the number again, in view of the fact that inflation has increased approximately 500% since that time, to reinstate a more efficient level where bid waivers would be required. The State, in recognizing that inflation has eaten up and changed the numbers that most town charters included did pass a piece of legislation that enables us to do this. In fact, the State enables us to change it from the current \$2,000 to \$7,500. We are not being that radical. While we are suggesting that it be doubled from \$2,000 to \$4,000, the Ordinance Committee was not even suggesting that we go to that limit, although there are a lot of communities and Kathryn Zandri did a lot of research for us, in preparation for the ordinance and there are many communities in this state that are at the \$7,500 limit. Some are even higher; I believe Glastonbury is at \$10,000. Given that as background, this is not a radical approach to unleashing unlimited spending in the Town of Wallingford. It is merely, in my mind, a way to recognize the ravages, if you will, of forty years of inflation.

Mr. Rys stated that he, too, will vote in favor of the amendment. He stated, the department heads we have are very responsible and I think that they will continue going through the process that they go through; they just don't go out and spend \$3,999; they will generally go out and get three or four prices prior to that. I think they will continue the process they have been following with the \$2,000 bid limit. I think the Ordinance Committee did a good job on this ordinance.

Mr. Parisi stated, I am not totally in favor of this but I am in favor of it enough to support it. I don't want to risk being a stick in the mud or too old to move forward. I am going to take a very aggressive step and support this. My real concern is probably giving up some control over the purchases that are made in town which the Council oversees. It was anything that went over the amount set aside in this ordinance that the Council would have to approve. As Mr. Farrell stated, there is a mechanism for anyone who is not satisfied with the lowest bidder to come forward, plead their case and, in many cases, the bid is waived. I think there was a compromise on the amount, the \$4,000 was palatable to me. For that reason, I will support it.

Ms. Papale stated, I, too, will support this ordinance. I really believe we will have the control that we have had all through the years with \$4,000. Everything that I purchased in twenty years has gone up; from a loaf of bread to the most expensive furniture in my home. It is time that this is adjusted. I will support this ordinance.

Mr. Zappala, stated, as an Ordinance Committee member, I did second the motion at the Ordinance Committee meeting and am in support of the action. I do support the motion for the simple reason as Mr. Knight stated, we should give our department heads a little more support and confidence in doing the right thing.

VOTE: Centner was absent; Farrell, no; all others, aye; motion duly carried.

ITEM #12 Consider and Approve a Transfer of Funds in the Amount of \$83,700 from Health Insurance Acct. #8035-800-8300 to Truck Wash Building Acct. #001-5015-999-9171 – Dept. of Public Works

Mr. Knight stated, \$100,000 was budgeted for the building and you are coming back for virtually another 83.7%. If I am misunderstanding something, please explain.

Henry McCully, Director of Public Works stated, there was permitting required from D.E.P. and, prior to coming to this meeting, I confirmed the date that we have the permit to use this building. This building is to bring us into full compliance with D.E.P. so that we can wash our trucks, lawn mowers, small equipment, line markers, etc. The water is pre-treated and then goes into what we call an oil/water separator. As we went through this project, the initial estimate I got was \$100,000. It was more of a bare bones type of application. I didn't realize when we moved along we got into the permitting. Water Department is going to require a grit separator installed in this and it is going to have a catwalk for safety reasons, for people to walk above the trucks to wash them down. It is also going to have a filling station for our street sweepers. D.E.P. is constantly monitoring my yard. When our street sweepers fill and we have to purge them, we have to be careful not to get anything near a catch basin. It was more complicated than what we were used to doing. We had to extend a water line all the way around the building to get the needed pressure we need to operate this thing. The only space we have available for this is behind the central garage. Did it grow? Yes, but it is something that,

when we put in for these things I would rather under-budget than over-budget. I didn't expect it to be this much. I thought maybe with an increase, it would be around \$150,000.

Mr. Knight stated, if you came with a \$300,000 estimate, you might not have gotten this building. That is the concern I have; when something goes this far over what is anticipated. That is a lot of money and it does enter into whether we think this is...

Mayor Dickinson asked Mr. McCully, didn't you bid this twice?

Mr. McCully answered, no. We did have competitive bids; three bids on it; \$173,000; \$173,350 and \$188,000. This is a pre-engineered building, similar to a couple of buildings that we have at my complex now. A re-bid is not going to bring this down.

Mr. Knight stated, I am not suggesting that.

Mr. McCully added, they are all the same types of structures. It is not complex; it does have water, is going to have to be heated to keep ice off of it; to keep it safe for the winter.

Mr. Knight stated, you started off with an estimate of \$100,000. Either you were given some real bad advice or some real rough estimates. Are there a lot more bells and whistles that were added either by options or by requirements?

Mr. McCully answered, there were options. We do have reels mounted on both sides of the trucks so that the employees can wash the trucks. They are high pressure and low volume because we are only allowed by D.E.P. with the permit that we have, to deposit only so much water that goes through the oil/water separator in our yard at this time. There are some high pressure hoses at low volume to do the cleaning. I did not figure in a special lining inside the building because of the salt; we overlooked that.

Mr. Knight asked, if we hadn't come up with this \$83,000 from another account, what was our next step going to be?

Mr. McCully answered, I would have to put it in another budget year. Knowing the ability we have to transfer between departments at the end of the year and knowing that we have to come into compliance, it is not something that we can just avoid and keep postponing. This is something that I am anxious to complete and not fight anymore with D.E.P.

Mr. Knight asked, what drove this is certainly not convenience and protection of the trucks as they are being washed, but it is driven by a lot of D.E.P. regulations, is that what you are saying? We have been avoiding or putting off...

Mr. McCully answered, we have a temporary permit now. We use a garage bay in our central garage and we can't wash all the trucks that we need in that area without clogging all the pipes up and so forth. We really need a proper facility. In the winter we put about twenty-six pieces of equipment on the road, for example, in the winter. In the summer we are cutting grass and the mower decks and engines have to be washed down and all of the wastewater from that has to be treated in a special way.

Mr. Knight asked, do you anticipate any savings labor-wise or otherwise by having this building? Is there any kind of return or is this just to bring everything into compliance?

Mr. McCully answered, it is the D.E.P.; a compliance issue. If they allowed us just to wash them outside, we wouldn't need this.

Mayor Dickinson added, in terms of savings, if we didn't do this, the equipment has to be maintained and we would have to take it to some other facility to have it cleaned. Now you have all that time it would take to drive somewhere else, clean the equipment and bring it back. Ultimately, you do show a savings. It would take a cost to amortize it, but you would have the down time of the equipment going elsewhere; the cost you would pay there and, against that you would amortize the cost of this building.

Mr. Knight asked, otherwise the D.E.P. would put a plug on the way you've been doing it?

Mr. McCully answered, yes.

Mayor Dickinson stated, the environmental concerns are diametrically opposed to the need to maintain the equipment and that is where the clash occurs.

Mr. Vumbaco stated, I concur with what Mr. Knight has said. Where did you get your bad advice or numbers from? I understand that you said you don't do this everyday, so I think you would be even more careful on the numbers that I put on the paper, not least careful because I don't do it everyday.

Mr. McCully explained, we got a number on a pre-engineered building for the footprint that we wanted with our water supplies, etc. I did some of that myself, already, to try and keep the cost down. What was overlooked when the estimate was given to me was the salt factor. We were washing snowplow trucks in here and there was no lining provided inside of this building. There is a special insulation lining that is coated with aluminum. The inside of the building is steel and when you have people in there with hoses hosing down sanders and spreaders where there is a lot of salt present, there is a lot of inside lining and insulation to protect the building and that drove the cost up significantly.

Mr. Vumbaco asked, when you got your first estimate; the \$100,000 without the lining, did whoever gave you that estimate know that you were going to be using the building for?

Mr. McCully answered, yes.

Mr. Vumbaco asked, was it a contractor estimate?

Mr. McCully answered, it was a local contractor. I had gone to that person and did not anticipate the grit separator, the permitting process is a new thing for us...and, again, I suppose you could use \$100,000 as a starting point Jim and I thought that if it was going to go up, I didn't think it was going to be this significant.

Mr. Vumbaco stated, if D.E.P. was giving you the directive to do this, wasn't there guidelines? Didn't the D.E.P. say that you needed grit separators and all that stuff?

Mr. McCully answered, they don't do anything.

Mr. Vumbaco answered, they do if you ask, because I have dealt with them.

Frank Wasilewski, 57 N. Orchard Street asked, are you going to have a holding tank here that takes all of this wastewater when you get through washing?

Mr. McCully answered, yes, there will be a grit separator that is a pre-treatment tank that will go into that and from there it is piped to what they call an oil/water separator. From there it goes into the sanitary sewer. This water does not go to any streams or rivers. It is treated water that goes into the sanitary sewer.

Mr. Wasilewski asked if there is a sludge left over?

Mr. McCully answered, yes, the tank, which has a 1,000 gallon capacity, is cleaned out every year. The sludge is taken by a contractor who is responsible for disposing of it. Last year we took out about 500 gallons of sludge.

Mr. Wasilewski asked if Public Works is charged a sewer charge for the water that is going back into the sanitary sewer system?

Mr. McCully answered, for the use of water. It is all based on your use of water. We don't have effluent meters. It is based on your water usage.

Pasquale Melillo, 15 Haller Place, Yalesville asked if the bid has gone out to hire a contractor?

Mr. McCully answered, yes.

VOTE: Centner was absent; all ayes; motion duly carried.

ITEM #13 Consider and Approve a Transfer of Funds in the Amount of \$30,300 from Health Insurance Acct. #8035-800-8300 to Town Hall HVAC Unit Acct. #001-5015-999-9150 – Dept. of Public Works

Mr. Brodinsky asked, how much is in the HVAC account now?

Henry McCully, Director of Public Works answered, to date, there is a purchase order for \$7,900 for Aztec Engineering who is our consultant on the project. I had budgeted \$50,000. This is an ongoing program, where I am replacing the eighteen units in the Town Hall and \$50,000 was placed in my budget for that reason. The \$30,000 will make up the difference and also gives me a contingency of \$5,000.

Mr. Brodinsky stated, it sounds as though you are expanding the scope of what you initially intended to do from roughly \$50,000 to roughly \$80,000. There is \$42,000 available in your account, yet you want another \$30,000 which totals \$72,000. You originally thought you wanted around \$50,000.

Mr. McCully explained, we have had ongoing problems and Mrs. Rascati (Town Clerk) can attest to that. We recently received a letter from her regarding the air conditioning in the Town Hall. Since we moved into the Town Hall in 1998, we have had ongoing problems with the air system. We don't have accurate drawings or as built drawings in here. The way the system was designed, the Probate Judge, Town Clerk, Rm. #109, what used to be the Health Department and the Assessor's Office all compete for heating and air conditioning. The Assessor's Office, we had to install window units to handle the cooling in the winter because the sun coming through the windows. With the new system, the consultant required crawling up into the ceiling to see precisely what was there and how to best address the system. We have two units that are thirteen years old. The supports that they are on are not up to code. There is staging that they are placed on; the heating and cooling units. That has to be upgraded. The \$50,000 that was budgeted for this; we had no idea of where we were going with this. I knew the units were going to be around \$30,000 to install them but, to give us the flexibility we need, we have to install what are called VAV boxes; variable air control volume boxes. They will allow the system to heat and cool at the same time. The Probate Judge is on the north side of the building and he is cold; Town Clerk is sort of southeast and she needs heat; this system will do both. The system will be able to provide ambient (cooling) air to Rosemary and also provide heat to the Probate Judge.

Mr. Brodinsky asked, do you have an HVAC account in next year's budget?

Mr. McCully answered, yes.

Mr. Brodinsky asked, why not do it out of next year's budget?

Mr. McCully answered, I placed \$50,000 in there that was going to be combined with the \$50,000 in last year's budget but I still come up short. The bill for this job is \$119,350.

Mr. Brodinsky asked, when you put the initial \$50,000 in the budget, I gather you did not contemplate this much work. After you got into it, you decided to double the scope of the work?

Mr. McCully answered, I wanted to see first of all what the consultant came up with as far as design. I reviewed the design; it is not complicated, but rather standard. The contractor, who is the low bidder, recently completed some work for us at Public Works and is a very good contractor. I think to correct ongoing problems in the basement area, the first floor of the Town Hall, this is the way to go.

Mr. Brodinsky stated, I will vote for this but echo, to some degree, the sentiments of Councilor Knight... a budget transfer begins to look more like a whole new budget or concept. We had a doubling on of the price almost on the item we had before. I will vote for it but I am a little uncomfortable about a transfer that is really so far a field from what we initially contemplated that, maybe, it more appropriately belongs in another budget item. You can't call that all the time; you don't have a crystal ball, I understand, and that is why I am going to vote for it.

Mr. Rys asked, will this eliminate the need for the window units in the Assessor's Office?

Mr. McCully answered, I won't pull the window units until I am satisfied that the new system takes care of that.

Mr. Rys stated, I would hope that through the engineering process or whomever you hire that, hopefully, the window units will be eliminated. A few years ago you had stated that was your only alternative at the time. Also, I understand the type of units that will be placed on the roof will bring in cool air, which is required by law.

Mr. McCully stated, the units I am replacing are the ground units out behind the Town Hall. We are replacing them with newer, more efficient units. The VAV boxes are installed within the ductwork system. The boxes have their own thermostats and fans and if you call for heat, they can provide them while, if another area needs cooling, they can have cooling.

Mr. Zappala stated that he visited the Town Clerk's office last week and noted how uncomfortable the climate was. The air was humid and should be, in his opinion, drier due to the records filed there. Is there something that can be done specifically for that area? There is no ventilation down there at all; the condition is pitiful.

Mr. McCully answered, the new system will take care of everything in there. The staff in the Town Clerk's office has been very patient.

VOTE: Centner was absent; all ayes; motion duly carried.

ITEM #20 Motion was made by Mr. Rys to Move Agenda Item #20 up to the Next Order of Business, seconded by Mr. Farrell.

VOTE: Centner was absent; all ayes; motion duly carried.

ITEM #20 Report Out from Public Works and Discussion and Possible Action on Plans for Street Sweeping and the Resurfacing of Streets with Oil and Gravel, with a Report Out and Comments from the Environmental Planner on how (if at all) Sand from Wallingford's Roads may be Affecting Detention Ponds in the Long Run as Requested by Councilor Mike Brodinsky

Mr. Brodinsky stated, I had a call from the Environmental Planner who indicated that he could not be here today but he will be available at another meeting. We had a chat and decided that Henry (McCully) had a lot of information that would be of interest to the public. Henry and I chatted a little before the meeting to get some focus on what this report out would be about. I have had some calls from residents who had questions about the oily layer that we spray on the streets and the loose gravel that goes on top. There were questions such as, where do we do it? Why we do it? When we do it? As a matter of public information, can you bring us up to date, Henry, on that?

Mr. McCully answered, the process is called chip sealing. It is an emulsion; tar that is spread all over the road and is sealed with a wearing coat which is a 3/8" angular stone that is placed on top of it and rolled to bind it. This process weatherproofs the road; it keeps water out which extends the life of the road. We use this on both residential and rural roads, primarily on rural roads. If I know that there is a subdivision going in on a road that has a lot of cracking, to preserve the life and keep the potholes down for the upcoming winter, we would consider that for chip sealant until utility cuts and so forth are made and we move on to a more permanent type of paving. This year we will do five miles of roads. The estimated cost to overlay five miles of road using five miles x 26' with a 2" overlay of asphalt, the current cost to do so supplied by our low bidder, Tilcon Tomasso, would be \$346,000. To chip seal the same roads costs \$51,000. It costs about 6 1/2 times more to pave it. We have used this as a maintenance route for many, many years. A lot of towns use it exclusively in lieu of paving, even cities such as New Britain, again, because of the cost.

Mayor Dickinson interjected, it is also another matter other than cost. Where a highway does not have any base and it has no storm drainage system, if we put down a 2" overlay, that will crack in probably a year. It really is a total waste of money to put overlay over a road that has no base and no storm drainage system. The chip seal is the same as the Jennite a person uses on

their private driveway. It is the same principal; sealing the surface. It is a waste of money to put bituminous down and then have it crack in a year and one-half because the water is a destructive element and there is no way to get rid of the water on some of our roads where there is no base. I think that needs to be made clear.

Mr. Brodinsky asked, in those neighborhoods where there are a lot of kids playing in the road or riding their bikes in the road, is there any alternative or is it something that we just have to live with in the name of road maintenance?

Mr. McCully answered, many years ago this application was done in a lot of neighborhoods. That is not a practice. Right now we haven't gone into neighborhoods. We have an aggressive paving program to pave roads, check out and install drainage, if needed, and we are spending over \$1 million each year to that end. This year alone we have 26 roads listed to be done, so we have an aggressive program in paving. I have a crack seal program where we go into subdivisions where we have good pavement but a lot of cracks around manholes, catch basins, and other structures. Last year we spent \$25,000 to crack seal roads. They blow the dirt out of the cracks and seal it with a rubber-type of sealant. If you want to see a road that has been done, you may want to check out North Plains Highway. It was paved three or four years ago and with the heavy traffic, you will get cracks which opens the base to the destructive force, water. The more water we can keep out of the roads, the longer a life we can get from them.

Mr. Brodinsky stated, there may be a neighborhood scheduled for chip sealing with a lot of small children, should they just bring that to your attention for your consideration, before what ever work is going to be done?

Mr. McCully replied, there are no roads on our list that are neighborhoods.

Mr. Brodinsky stated, my street was swept a couple of weeks ago and I think they did a pretty good job. Maybe most of the town has been done but, can you review, briefly, when you start sweeping streets; when do you want to do it; when did you start this year; when does it all get done?

Mr. McCully answered, we started the first week of April. We have four street sweepers; a water wagon and two dump trucks. When they are all running, it is seven men. Depending upon the needs of the department, we are not able to keep all four running. We are getting ball fields ready, etc., that time of year. We are very aggressive with the sweeping but we did get a big jump on it this year. The more you get done in a day, the faster it gets done. Many years ago we had a system; you started in the center of town and worked your way out. Due to the number of complaints I have received from people who were fed up with getting their streets swept in September, we decided that we would first address the downtown area to keep the center clean but, we decided several years ago to start moving our sweepers around. In some years we will start on the west side of town and we will work our way to the south; we may

start on the east side of town or southeast side of town to mix it up so that people don't feel left out. With 630+ streets to sweep, it is hard to keep everyone happy. We are aggressive in doing this. Our sweepers are occupied with not only street sweeping. When we get into paving, we need our street sweepers to clean roads prior to paving, after milling, for events such as parades, etc. We also do all the parking lots in town. It appears as though we will have every street swept by the end of July, or close to it which is about 2-3 weeks ahead of where we finished last year.

Mr. Brodinsky stated, there has been some concerns that I have heard from time to time about sand from the streets finding its way into private detention ponds and tends to fill them up and impairs the mission of the detention ponds. I don't know if it is true or not and I am not making any judgments or have any opinions on it. In your discretion and at your judgment, can you talk about the Environmental Planner about that and see if there is any merit to that concern and maybe next time we meet when he is here, we can go into that in more detail.

Mr. McCully stated that he did speak with Brent Smith (Env. Planner) prior to coming here, in anticipation of your question. Mr. Smith explained that it is called best management practice; sweep the sand off of your streets as soon as you can and have an aggressive catch basin cleaning program and I believe we have that in place. The detention ponds control downstream flow of water. This past winter we completed an inspection of all... everywhere we have an outlet of a pipe that is located on our drainage maps. A program will be implemented this winter by my department to maintain those detention ponds owned by the Town. There are many of these, for example, Bristol Myers has a huge detention pond that they maintain themselves. There are many condominium associations that have their own detention basins and they are responsible to maintain them. They are not the sort of things where you can say they are filling up imminently. All of the ones that were inspected were functioning as designed. It is mainly a maintenance issue; brush, weeds, etc., need to be cleared from them. Eventually, it could be twenty to fifty years before they become overgrown and need clearing out. A clamshell-type of crane would have to be hired to do the job right in these areas to go in and take out the sediment that is collected in there. That is the only way to clean them.

Mr. Zappala stated that he does not like the chip seal product. People who live on the outskirts of town are assessed at the same rate as those who live in the center of town, yet they do not get their roads paved the same. He felt the treatment was unfair and did not appreciate it. He stated that the individual who decides who has paved streets and whose are chip sealed is inconsiderate. Who makes the decision?

Mr. McCully answered, I do.

Mr. Zappala stated, he and other fellow residents whose streets are chip sealed, pay the same taxes as those who live on Main Street or Elm Street who have their streets paved.

Mr. McCully stated, if the Town Council and Mayor wants to budget all kinds of extra money for paving, which is not the solution either, it can be done. I select enough roads to be paved according to the manpower of my department. I schedule the number of streets that we can efficiently manage and maintain on a yearly basis. If you want to give me another \$1 million to pave more streets, that does not assure that they will be done properly in one year. We need to check drainage. Chip sealing is a maintenance tool. When you are dealing with 630+ roads in the town, it is a maintenance tool. It is not always the most popular but, we use the tools that are available to us when we are challenged with maintaining a lot of roads. I attend many meetings with my counterparts from other communities and it is used by many as a maintenance tool.

Mayor Dickinson stated, it is an accepted form of road maintenance. I live on a street that gets chip sealed; I prefer it. It gives better traction; I think it is far safer in the winter. The streets are streets for vehicular travel, not meant to be pretty or anything but a safe surface for transportation purposes. The chip seal is accepted statewide. Henry pointed out how many miles of roads we have in Wallingford. There is no way we could maintain them by trying to put down bituminous surface everywhere. It is a surface, in my opinion, is safer than the bituminous. When you get a little bit of rain or oil on that bituminous, that is when you'll slide, but the chip seal, you are not going to slide on it because it has a rougher texture on it. It can be debated up and down forever but I don't think any property value is less because the street that goes by the property has chip seal on it versus some other paved surface. It is not going to affect the price of your property. The basic issue is, "is this road safe for travel?" and it does make it safe for travel.

Mr. Zappala asked, if it is so good, why don't we do it all over town? If it is so good to do that? Why do we do some roads and not others?

Mayor Dickinson answered, that is a good question. I think you have to look at, is it the same as someone putting Jennite down on their driveway. It is a coating to protect the surface of the road. It is a maintenance feature used to save money and not waste it to try and keep up with paving throughout the town that we will never keep up with. I don't believe any property has a lesser value because the roads running by it is chip sealed versus some other form of surface.

Mr. Zappala stated, that is not what I said. I said that I pay as much property tax as the next guy that lives on Elm Street because we are all assessed under the same method. Why shouldn't we be treated as well as those who live in the center whose streets are paved with asphalt and are cleaned of snow and sand first and to a much better degree?

Mr. Rys stated that he remembers approximately 10-12 years ago, a case brought against the Town that the Town had to pay out on because the streets weren't swept by the deadline given by state statute. Are you aware that there is a state statute on when streets have to be swept by?

Mr. Rys asked if Ms. Papale remembered the case?

Ms. Papale did not.

Mr. Rys stated that Atty. McManus represented the plaintiff. The Town paid out on the claim because someone had slid on the sand, traveling extremely fast. Counsel advised the Council at that time that the Town was at fault because it did not conform with state statute.

Mayor Dickinson stated, once the town has notice of a defect, then there has to be an effort to repair it. If someone else reported that a condition existed and there was not a mitigation of the problem, then someone else who experiences a problem, would have a cause of action against the Town. The first damage for injury that would occur would not be eligible for payment because we have to be given notice that there is a problem. It might fall under that, but that is the only statute that I am aware of that would dictate any particular action with regard to a street.

Mr. Rys stated, perhaps you should look up the case and find out what it was, but I remember specifically the counselor at that time indicated to us that the Town was in violation because they did not have the street swept by a specific date which I think was May 30th.

Atty. Farrell, Sr., stated, even the defective highway statute 13-149a requires in case law that the defective road be the sole proximate cause of the claimant's injuries. In other words, if the claimant was going fast, even if the road was defective; no recovery.

Mr. Rys stated, this individual was going extremely fast and when he did fall off his motorcycle, the injuries resulting, we settled but I do remember the case.

Mayor Dickinson asked, do you remember the name or the year?

Mr. Rys did not remember the name and guessed it to be around 1986 or 1987.

Mayor Dickinson stated that he will try and research the matter but he does not recall such a case.

Mr. Parisi stated, this chip seal process has come up on many occasions. I will say that it is a very difficult issue. I will say that the policy over the years has been modified and I think you do the best you can.

No action was taken.

ITEM #14 Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Maint. Pumping Equip. Acct. #431-8620-633 to Maint. Misc. Water Source Plant Acct. #431-8600-617 – Water Division

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

Correspondence from Roger Dann, General Manager of the Water & Sewer Divisions states how the division has performed its quarterly sampling of monitoring wells in the vicinity of its three production wells for water quality purposes. The pump utilized for this purpose, however, has failed and requires repair. No funds were budgeted for this purpose, therefore the division must request a transfer at this time.

Mr. Rys stated, a recent newspaper article appeared in the Record Journal claiming that the east side of town's water was better than the west side's water because of all the contaminants in the wells, etc. He asked about the location of the monitoring wells.

Raymond Smith, answered, the monitoring well referred to in the letter is in the Oak Street well field area. We have two treatment processes out there; a green sand filter and an air stripping tower, yes. They each deal with a different element, just as our water treatment plant has different processes to deal with. All of our drinking water meets the federal and state drinking water standards. It all gets blended and it is likely that if you live in the vicinity of Yalesville, you are more likely to get that (water) supply. The system is all interconnected. The wells are not always pumping. Sometimes you pump water up to the Masonic tank and gets fed out into other areas. The bottom line is, a lot of people drink well water, and there is nothing wrong with well water once it has been treated, just as there is nothing wrong with drinking service water. Some people are sensitive to what happens to reservoir water; subjected to wildlife, fish and other things, we have to remove those contaminates from that source.

Mr. Rys stated, I wanted the public to be aware that there is no difference between the east side and west side water. We have the ability to blend water and not everything always comes out of that well.

Mr. Smith replied, but it is all treated, regardless. It all meets the drinking water standards.

VOTE: Centner was absent; all ayes; motion duly carried.

ITEM #15 Consider and Approve a Transfer of Funds in the Amount of \$6,000 from Maintenance of Treatment Equipment Acct. #461-8640-652 to Power Purchased for Pumping Acct. #461-8620-623 – Sewer Division

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

Correspondence from General Manager of the Water & Sewer Divisions, Roger Dann, explains how above-average precipitation has caused an increase in volumes of flow to be pumped at division pump stations. This results in an increased electrical cost and, in order to provide adequate funds for the remainder of the year, a budget transfer is requested in the amount of \$6,000.

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

ITEM #16 Withdrawn

ITEM #17 Consider and Approve a Consent Agreement Between the Town of Wallingford and PPL Wallingford Energy LLC Regarding Possible Removal, Replacement and Relocation of Pent Road Junction Transmission Structure – Public Utilities Director (Appendix II)

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

Mr. Vumbaco asked for an explanation of the request.

Raymond F. Smith, Director of Public Utilities stated, the new transmission lines that were built as part of the project and that are going to be turned over to the Electric Division; they are completed as designed right now. But, Northeast Utilities or CLP put a caveat on that construction that says, in the future, if there is a need to either move the line or over build the line with a new transmission line, that PPL or the Town would have that done. They were looking to the town to do it. We said, if this is a condition of the construction, then PPL should be responsible. We are going to take ownership of that in the very near future, within thirty days probably. PPL is asking us; they will commit to do it at some future date, an assurance, information from us that we will let them go back onto that line at some future time. That is what the consent portion of this agreement is. This supplements an agreement between Wallingford Energy and CL&P about the line construction. There is permitting aspects to this. In order to be connected into the system, it has to meet certain standards. We have no trouble with it; we have no issues; it will be a coordination problem. If they want to rebuild the line and relocate it at no cost to us, that is fine. We will give them that right and we will work with them. The timing may be that we can't do it in the middle of summer but we don't see an issue.

Mr. Vumbaco asked, those are the lines that go from the plant that is running out to the transmission lines, by the dog pound?

Mr. Smith answered, right. It is really the last two structures that are at issue. CL&P's east/west corridor there; PPL has the pole on the north end of that and in the future CL&P has indicated they may want to build a higher voltage transmission line coming across east/west there. In fact there are indications that may be announced in the near future. There was either a commitment to buy a little bit of right-of-way by PPL or the commitment to re-build the line.

It would probably be simpler if they just give this right-of-way acquisition. It is not a big piece of property.

Mr. Vumbaco asked, the Electric Division is taking ownership of the transmission lines?

Mr. Smith answered, right. We are going to take ownership of it. They could not sign an agreement with CL&P committing to do this when it wasn't there line. Our legal department has reviewed the document and, again, there is no expense to us, it is just a commitment to allow them to come back and coordinate with them to have the work done.

Mr. Brodinsky asked, is there any possible disadvantage to the Town by signing this. Is there any maintenance we may be obligated to do?

r. Smith answered, no.

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

ITEM #18a Consider and Approve Waiving the Bidding Process for the Purpose of Hiring a Contractor to Complete Work on Harrison Road – Town Engineer

Correspondence from Town Engineer, John Thompson, states, by the time the Council meeting is conducted, the Town may have called the bond on the project as a result of failure to perform work within the agreed time frame. If that has been necessary, we will need authority to hire a contractor and complete design work in order to immediately perform the work on Harrison Road. As a result, we will need a bid waiver.

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

Mr. Parisi asked, did we pull the bond?

Mr. Thompson answered, yes.

r. Parisi asked, is the bond going to be adequate to cover everything that has to be done to totally finish?

Mr. Thompson answered, we believe so. Getting a comprehensive plan so that we know exactly what has been done and what needs to be done to complete the work is one of the two steps in the process. Based on the estimates that we have available, we believe that the called bond amount should be sufficient.

Mr. Parisi stated, at one time we thought we had to do some of the work ourselves.

Mr. Thompson replied, Henry McCully indicated a year or so ago when we had some initial discussion about calling the bond, about the Department of Public Works doing the work. Because of his ongoing construction schedules, he has indicated that he wouldn't be able to do it and it would be necessary for us to go out and get a contractor to do the work. That is the second part of the bid waiver request.

Mr. Zappala stated, I thought this item was going to be withdrawn. I talked to John Gilmore who has been hired by Redstone Developers and he was telling me that they have hired a company to do the work. You know where I stand on this matter; I travel by the area twice a day. I want to see it completed and done right. He told me a couple of days ago that he has been hired to do the work. I saw some action, not much, between yesterday and today.

Mr. Thompson stated, a week ago Monday, we met with John Gilmore of Milone and McBroom who is the engineer doing the compilation plan that talks about what needs to be done. As a result of that meeting, discussions with the Mayor's office and Law Department, it was agreed that we would give Redstone and their contractor the benefit of solving the problem on their own without calling the bond. The stipulation was that they would be on the job at 8:00 a.m. on Thursday morning of last week and that they would work continuously and diligently to solve the problem without any exception. That was conveyed to John Gilmore, the contractor and the Attorney representing Redstone. As it turned out, they did begin at 8:00 a.m. last Thursday morning; they had several employees working in what I would categorize as a minimal effort. They worked on Thursday and Friday and, on Monday morning, there was nobody on the job; there was no effort being made continuously and diligently to solve the problem. Based on that lack of effort on their part and their breach of agreement, a decision was made from the Mayor's Office that, enough was enough, and we were going to take action to resolve the situation.

Mr. Zappala stated, I want it clear that I am not in opposition of the motion. There were two men standing there this morning with a shovel in their hands. They were on the shady part of the road, which was convenient for them. I think this is long overdue and I feel bad for John Gilmore for he was very sincere and honest about what he would like to do. But I am sure it is beyond his power to proceed unless Redstone gives him the o.k. to do it. I am very disappointed that they have not started working on it. I think we should proceed without stopping and get the thing done.

Mr. Thompson agreed. He stated that he wanted to move quickly because it has been over three years and needs action.

Mr. Parisi stated that he has been working on this project for over two years and, in the course of two years, he could not count how many times that the agreements were broken by everyone along the way at one time or another. I was out there on Thursday and if you call that work then, someone better redefine the word "work". There were three guys; two with brooms, one

with a shovel and one driving a backhoe that I could have pushed. The thing was half-dead and I think we was dropping the sand on the road and they were sweeping it off. If that is what you call roadwork, we are in a lot of trouble. I commend you; I am sorry it took this long for us to be able to do this. However, it has been done and the road should get done and this project should be finished once and for all for the people up in that area. You talk about people having to suffer; they have had to. The whole thing has been a bad scene, right from the bath houses to the pool on down to the road.

Mr. Thompson stated, I wish I could take credit for what is finally happening but, it is the Mayor's Office and Mayor that specifically acted on this. He said, "enough is enough" and I am just carrying out the technical aspects of getting it done now.

Mr. Parisi stated, I was in the Mayor's Office pounding on his table, too. I think he will verify at. Well, not pounding on it, but leaning on it.

Mayor Dickinson stated, the principal departments that we rely upon; Public Works and Engineering; I salute them for their diligence on this.

Mr. Vumbaco asked, how much was the bond?

Mr. Thompson answered, the original bond for the offsite roadway improvements was \$180,000. We have called the bond for \$65,000; a portion of it; for the roadwork. There appears to be additional bonded money that has not been called yet, should it be necessary.

Mr. Vumbaco asked, what is the reason for the bid waiver?

Mr. Thompson answered, there are two elements to this; the first element is that we want to engage John Gilmore and Milone & McBroom to complete the assignment that they had begun working for Redstone. They have begun the compilation of plans. It is going to cost us money to have that work completed. We will negotiate a fee with them but in order to act quickly we need to be able to engage them to do the services for the Town, as opposed to working for Redstone. Once they have completed that plan, which I expect to take one to two weeks because they have already begun it, we would then sit down with the contractor and based on the revised plan, negotiate a price to have the contractor finish up the roadway work.

Mr. Vumbaco stated, I understand the expediency of it; the work needs to be done over there, since it is well-overdue and I concur with my colleagues statements. Is it a safety issue? I am trying to find a reason to vote for a bid waiver.

Mr. Thompson answered, the underlying purpose of all the roadway improvements were to improve the safe operation of Harrison Road.

Mr. Vumbaco asked, why is there no dollar value put on the bid waiver? It is like handing over an open checkbook.

Mayor Dickinson replied, the limit on it is the amount of money available through the bond. There is no other money appropriated for this.

Mr. Vumbaco pointed out, there is a contingency that he could pull more. If that is the case, we should apply a stipulation that the cost not exceed \$65,000. I don't like voting for something that has no dollar value associated with it. I am all in favor; it is a safety issue; if it is \$65,000., then state it will not exceed \$65,000.

Mr. Parisi added, how are we going to do the whole project for that price?

Mr. Thompson answered, we don't know until the plans are prepared and we negotiate with the contractor exactly what it is going to cost us to do this. That is one of the reasons we are going through the exercise of preparing the plans, so that we have an idea of exactly what it is going to cost so we can negotiate with someone.

Mr. Parisi asked, how much is the total bond?

Mr. Thompson answered, \$180,000.

Mr. Parisi asked, do you think that \$180,000 is going to cover the cost?

Mr. Thompson answered, absolutely. Henry McCully estimated that if he were able to do the project with the Public Works employees, he could complete the job for some \$40,000 - \$50,000.

Mr. Parisi asked, why would you take the bond in portion; only \$65,000?

Mr. Thompson answered, because there is a stipulated, legal agreement that was entered into last year with the developer that allowed him to work through the winter to build additional units. There were phased elements of the bond that were tied into the winter work. The overall amount that was called is the \$65,000. To address Mr. Vumbaco's concerns, I would say if, in fact, there was a reason that we exceeded the \$65,000 in the called bond amount that it would be appropriate, in fact, I would be very comfortable in coming back to the Council to explain exactly where we were in terms of dollars. I just don't have that information tonight to give to you.

Mr. Parisi stated, I don't understand not taking the bond in total. I don't understand it. Mayor, do you understand it why the bond wasn't taken in total? Why just \$65,000? Wouldn't we have encumbered the whole bond to do the project?

Mayor Dickinson answered, I understood it that the bond was for \$65,000 for the roadwork. That is the only figure that I was ever told, \$65,000. for the roadwork.

Mr. Thompson stated, some of this is just developing today; just that the Planning & Zoning bond for offsite roadway improvement was \$180,000. The Law Department last fall when they created this stipulated agreement, allowing them to work, created a separate bond amount for \$65,000. I am not sure of all of the details, but there is a portion and then there is a total amount of the bond. The Town has not given away any of its rights of going after that \$180,000.

Mayor Dickinson added, but there is no reason to believe that the work can't be done for \$65,000. I am not sure why....

Mr. Parisi stated, I don't think they will do the whole job; the design and everything for \$65,000?

Mr. Thompson answered, I cannot say that definitively tonight.

Mayor Dickinson stated, I think we should be clear about it. If people are going to want to do this work, they are going to do it for \$65,000., that is it. It is not an open caldron to take whatever money you want out of it; \$65,000. If we get people to do the work, it is going to have to be for \$65,000.

Mr. Vumbaco asked, if that is the case, why don't we put that figure in this bid waiver?

Mayor Dickinson answered, what we are going to have to do is, I am going to have to go up and get a form for appropriating the money because I was just talking to Tom (Myers), we need the ability to spend it and I am told that we are going to need something beyond the fact that we took the bond. I thought Planning & Zoning has a line item for this type of thing.

Mr. Parisi asked, what if it comes out to \$150,000? That is my concern.

Mayor Dickinson answered, if there is some serious discrepancy over the amount, maybe we are going to have to bid it. We are not going to fool around with getting unreasonable quotes. I understood from you, John, that that was a reasonable amount of money for the work that has to be done. If it is in great excess of that, there are going to be a lot of other questions about what has happened to the per unit cost and everything else. We are not talking about miles and miles of road.

Mr. Parisi asked, how long a stretch of road are we talking about?

Mr. Thompson answered, Redstone was responsible for two separate areas; they were required to reconstruct approximately 500' of road at the crest of the hill where North and South Mulligan Drive come in; lower that to provide site lines. They were also required to reconstruct 400' or so of road adjacent to the Beaumont and Bertini property at the bottom of the hill. The remainder of the work was supposed to be an overlay of the existing roadway, they were supposed to widen the road out to a uniform 24' and put a uniform 2" overlay from basically the Harrison/Quigley Road intersection, westerly up to the top of the hill, down the hill to the railroad tracks and then some relatively minor work on the west side of the railroad tracks; about 130' or so on the west side of the railroad tracks. It was mostly storm drainage on that side.

Mr. Parisi asked, and you think that will cost only \$65,000? You are going to have to hire someone to bid the thing; design and everything?

Mr. Thompson answered, that was what Milone & McBroom was actually doing for Redstone. We are hopeful, in initial conversations with them, that they would be willing to complete the work for the Town of Wallingford.

Mr. Vumbaco asked, Milone & McBroom must have given you a cost estimate.

Mr. Thompson answered, they haven't.

Mr. Vumbaco stated, they have been working on this for how long now and they don't know how long it is going to cost to complete this project?

Mr. Thompson explained, because there have been so many changes during the course of the project to date. There have been missteps by the contractor that were never part of the original estimate. For example, on the Beaumont property, what started this whole cascade of problems was over-excavation onto the Beaumont property. There was an additional cost that was never part of any estimates that they have to go back and resolve. The water main has been lowered, the intersection has been re-configured; it is a matter of going back in 2001 to find out what we need to do to satisfy all of the original conditions of the Planning & Zoning Commission relative to creating a safe roadway.

Mr. Vumbaco did not believe the work was going to get done for \$65,000. I am all in favor of waiving the bid and doing the work for safety reasons but, personally, I can't vote for a bid waiver that does not have a dollar value associated with it. Either we amend the motion to put dollar figures on it or somehow get a dollar figure on it.

Mr. Parisi stated, the Mayor is going upstairs to put some sort of dollar figure on it.

Mr. Zappala asked Mr. Thompson if it has been decided how low to go with the grade of the roadway?

Mr. Thompson answered, at the top of the hill where North and South Mulligan Drive come into Harrison Road, we were going to lower it by about 9”.

Mr. Zappala asked if that would be sufficient to give a view of oncoming cars?

Mr. Thompson answered, we believe by lowering the road by 9” and some grading on the areas adjacent to it will provide a safe sight line. Once Mulligan is raised up, the combination of lowering Harrison and raising Mulligan is going to improve the sight lines.

Mr. Brodinsky asked, the \$65,000 is not our money, right? That is the bonding company’s money?

Mr. Thompson answered, that is correct.

Mr. Brodinsky asked, if it is capped at \$65,000, hypothetically, what would be our out-of-pocket? Anything at all?

Mr. Thompson answered, nothing.

Mr. Brodinsky asked, the consulting or engineering fees we pay to the engineering firm; is that part of the \$65,000?

Mr. Thompson answered, it is our belief right now, and we need to clarify this through the bonding company, that associated costs to rectify a problem are eligible to use bonding money for. That is our interpretation right now and, because this just happened today, there has been no challenge as to how we would actually spend the money, but that is our anticipation; that there be no Town cost into this.

Mr. Parisi stated, this is the start of the project for the waiving, then they will do the negotiation and then we will have a figure. We will get some paperwork in place with a specific price.

Mr. Knight stated, we have an engineering firm already on the job who has done all of the engineering work or most of it?

Mr. Thompson answered, they are in the process of it.

Mr. Knight asked, Redstone has been paying them?

Mr. Thompson answered, no. They were just; there was a whole bunch of changes that have happened, internally, within the Redstone organization. Milone and McBroom was off the job; had no involvement whatsoever for a period of over two years. They were re-engaged and began working back on the project on Monday, a week ago, when they met with us. In that meeting, we established a framework of what needed to be done in order to satisfy the conditions. They then began re-engineering the project to address the concerns that we had brought to their attention, saying that they needed additional time. There were changes in conditions out there; grades, construction practices, etc. They were going to develop a compilation plan for Redstone which their contractor was then going to implement. During that time period, there were areas of work, specifically on Harrison Road between the Beaumont property and Harrison and Quigley intersection, where they believe they can start working right now because there was no question about change of conditions. There was a very clear focus on the work they had to do. The other areas, they were going to do engineering work; additional field survey; additional design; the Schultz property at the top of the hill needed some additional attention to detail; some grading. They were going to try and address all of these issues during a two week process, with the stipulation that Redstone's contractor was going to work continuously. They breached that almost immediately. Milone & McBroom was no longer working on the plans for Redstone because there was no longer any compelling reason for them to do it. They would then transfer their responsibilities from Redstone to the Town of Wallingford and work for us to finish that interim work.

Mr. Knight stated, the scope of the project is very, very well-defined as long as Milone & McBroom is concerned. There is no overlap or gray areas where the project; it is a very specific project, in other words, everybody knows; everyone is on the same page as to exactly what has to be done. What concerns me is that anything open-ended, as Jim (Vumbaco) said, with money and the scope as well; if there is any open-ended ness because this has been bungled so much by the contractor, I would be very concerned about that.

Mr. Thompson stated, in my opinion, there should be no area of grayness here. We prepared a memo back in December that was part of the agreement and there are fifteen items that need to be addressed as part of this remediation/compilation plan. This has been given to Milone & McBroom, we have discussed it item by item; I don't think there is any disagreement about what needs to be done. It was just a matter of doing the necessary engineering to address these fifteen concerns. There really isn't gray areas. There is a pretty clear focus of where we need to go. It is just a matter of preparing the documents that reflect all of these things.

Mr. Knight stated, Milone & McBroom, from what I am hearing from you, was going to be part of the solution rather than having been part of the problem for the past two years.

Mr. Thompson answered, one could argue whether they were part of the original problem or not; that's not a topic for now. We just need to solve this.

Mr. Knight stated, I wonder by waiving the bid and engaging them, are we money ahead by doing so or can we engage any engineering firm to take care of this?

Mr. Thompson answered, during the past three years and three months that this problem has been developing, there has been other engineers involved. The fact that they are back on the project makes the most sense in terms of how to quickly expedite this.

Mayor Dickinson stated, I just gave the Town Clerk and appropriation form that appropriates \$65,000 to a new capital account line in this year's budget for engineering for Harrison Road reconstruction so that limits it to the \$65,000. If you waive Rule V and adopt that appropriation, that will control the project.

Pasquale Melillo, 15 Haller Place, Yalesville asked for an explanation on why the bidding process is being waived?

Mr. Parisi answered, it has been explained numerous times; there is an emergency out there and we are trying to correct it; that is really the bottom line on it. There is a safety factor and a road that is half-completed and people have been under that condition for two years; that is what the problem is and we are trying to resolve it.

Mr. Melillo stated, if the area has been in the condition you say it is for so long, how dangerous can it be?

VOTE: Centner was absent; all ayes; motion duly carried.

WAIVER OF RULE V

Motion was made by Mr. Rys to Waive Rule V of the Town Council Meeting Procedures for the purpose of Considering and Approving an Appropriation of \$65,000., seconded by Mr. Farrell.

VOTE TO WAIVE RULE V: Centner was absent; all ayes; motion duly carried.

Motion was made by Mr. Rys to Appropriate Funds in the Amount of \$65,000 to Revenue Miscellaneous Harrison Road Bond and to the Engineering Department Harrison Road Reconstruction, seconded by Mr. Knight.

VOTE: Centner was absent; all ayes; motion duly carried.

ITEM #18b Withdrawn (Taken up under Item #18a)ITEM #19 Report Out from the Town Engineer on the Procedure for Prioritizing the Repair and Installation of Sidewalks within the Town and the Method of Funding Said Repairs and Installations as Requested by Councilor G. Thomas Zappala

Mr. Thompson explained, the Engineering department receives, periodically, from the residents of town, requests that we go out and look at sidewalks adjacent to their residences. This has been going on for a number of years; well before I became the Town Engineer. It has proven to be a relatively effective program in addressing potential liability issues of why we go about fixing sidewalks. Sidewalk liabilities; trips and falls; are something that are a constant issue. The department of Engineering is responsible for the integrity of the sidewalks. The way we prioritize them is, in the normal fashion, we take the oldest complaints that exist on our files and we try to deal with the oldest complaints first. That is balanced on two facets. First, we look at the geographic area of what we are doing. If, for example, we are going into an area, whatever street it might be, if we see other defects in that area, just because of the nature of construction, we try to deal with that entire area at one time which means, often times, sidewalks get fixed in an area of town that maybe is not as old a complaint as other areas. That is done purely because of the logistics of construction work. Once we are in an area, it makes the most sense to try and do as much in that area as we can conceivably do. The other area that deviates from the oldest first rule is, when we find something that presents a true liability to the Town, where there is an identified case, a liability case against the town for a trip and fall or where we identified, ourselves, as something that needs addressing such as a sidewalk that has separated, creating a severe liability. We will alter our course of construction and will go out and repair that on a temporary basis or we will try to get it done on a permanent basis, depending on which makes the most sense in terms of the cost-effectiveness. The down side of the program is that there are some people, some areas of town, that have been waiting a long period of time that are not getting the level of attention they believe to be appropriate. We recognize that we are not going to get to everybody that has been waiting. What we have done is, we have one contractor who has been working for the town for approximately a year and one-half or so, we weren't getting as much done as we wanted. We had sufficient funds from previous years; we developed a second contract that we put out to bid this spring. We expect that contractor to start work very shortly, within the next couple of weeks. We are trying to put together a third contract for another geographic area and put that contract out to bid. What we are trying to do is get as much work done during the construction season as we conceivably can do with the funds that we have available. Right now funds are not an issue, the program is adequately funded, we had the monies appropriated to two contracts, we have a July 1st new appropriation, so funding is not an issue. It is truly a matter of getting as much construction out of the contractors that we have available to us as possible. IN a non-brief way, that is where we are.

Mr. Zappala stated, the reason I put this item on the agenda because I have received many phone calls because of what happened at Choate School; it is as simple as that. People are curious and concerned why it was done and who is paying for it. I promised them I would check into it and I did. Some information I did obtain, I am not very happy about or satisfied with. Choate was doing some work with regards to their property lines and, in a hurry, we did what they asked us to do. I don't understand the priority involved. For instance, I have a list of people who have been waiting for three years to have their sidewalks fixed and they still haven't been done. I checked them out today and they are still awaiting attention. Even our Town Attorney, Janis Small, has been waiting four years to have the sidewalk done in front of her house and it hasn't been done. I don't understand the urgency for us to go ahead and do Choate School. That disturbed me a little bit; why we did that so quickly when other people in town who are taxpayers have been waiting so long to have their sidewalks fixed. I would like know why and what was the urgency in doing it. I understand your desire to prioritize pairs; if you are working in a certain section of town you want to finish them all in that area at that time. Please explain to me why Choate was done first.

Mr. Thompson explained, the Choate sidewalks were not done in haste. The decision to do it was probably two years in developing. Choate approached the Town two years ago; approached all the department heads and brought them over to the school – fire, police, planning, Mayor's Office – basically every department in town and explained to us they were going through a campus master plan exercise. One of the things they wanted to do was to make the crossings of the town streets safer. The Choate students literally crossed at seventeen different locations on North Elm and Christian Streets. It is really not a safe situation. They were looking to the town as to what we could do to make those crossings safer. The discussions with the police department, specifically about what we could do. Led us to the conclusion basically, that we needed to reduce the number of crossings and how could we go about that. Over the intervening time period, Choate embarked on a plan where they began to focus the crossings at the intersection of Christian and North Elm Streets. In order to do that, they had to reconfigure all of their sidewalks and to have the internal sidewalk system go to the corners of the street. They came to the Town and they made a two-fold request; one which came before the Council was a request to put the fencing on Town property. It was a very unusual request it, again, in light of the cooperative spirit between the Town and Choate, I believe the Council acted to authorize the installation of that fence on town property. Simultaneously, they asked us about the feasibility of the Town constructing a town sidewalk on town property along North Elm Street and Christian Street. In discussions with Choate and the Mayor, it was agreed that it made sense to do that. Again, in the spirit of cooperation, we were building public sidewalks but it was jointly to accomplish a safety improvement for both the residents of the town to use the sidewalks. There were no sidewalks currently in the area and also to make the crossing activities of the Choate students safer. The Mayor's directive to me and my department was that, we can embark on that sidewalk program as long as it didn't detrimentally affect the ongoing sidewalk program in other areas. In looking at the overall schedule of how we were

building sidewalks, when we could build sidewalks on North Elm and Christian Streets, a decision was made that we couldn't do it during the normal construction season and the decision was made that we would do it when Choate was on break, after they had all of their on campus activities. We believe that when that decision was made, if we began work in late November, we would have been able to complete the sidewalk in probably a six week period. As you know, I can't control the weather which closed in very quickly in the fall and we didn't get as much constructed in the fall and early winter of 2000 as we originally envisioned. We expected that the sidewalk on Christian and North Elm Streets was going to be done and that, come spring of 2001 when we began the spring construction program, Choate was going to be out of the way and we were going to be able to immediately move in to the normal sidewalk rehabilitation program. The fact was, we did not get as much done as we planned for. We had to go in and complete the work. One of the misconceptions about what was done there was the nature of our expenditures. The Town of Wallingford only paid for the sidewalk, itself. Choate paid for the installation of the grading to support the sidewalk; the installation of the fence and it paid for the installation and relocation of all the on campus sidewalks. In terms of what we paid for, we did nothing more or less unusual in any other public street that we would build sidewalks. We only build sidewalks on town property and sidewalks that we would normally be responsible for in any case. To put aside, we didn't do anything unusual, other than the fact that visually, it looked like there was more being done because of Choate's ongoing activities in conjunction simultaneously with the Town's sidewalk program.

Mr. Zappala stated, I understand that you are saying that the action was taken mainly for safety purposes. We do have four schools on Pond Hill Road and we have no sidewalks for the kids. If it is for the safety of Choate School kids, why isn't this action being taken in our own school area?

Mr. Thompson answered, unless my recollection is totally flawed, which it may be, I can't remember the Board of Education or residents along Pond Hill Road coming to us and saying that there is a compelling need to install sidewalks out there. I think, when requests are made, that, especially when they involve school areas, that we focus on those as quickly as possible. I really, unless I am missing something...

Mr. Zappala replied, I don't think the request has ever been made. They are concerned about the kids not walking in the street but the sidewalks would be safer for the kids. When do we use that safety logic for our own kids? Choate had a sidewalk on one side of the street. What was the urgency to do the sidewalk on the other side of the street?

Mr. Thompson answered, the only way I can explain it was, there was no sidewalk and it was part of this cohesive plan that we were building sidewalk on town roads and they were building it on private property, all to get the kids to a safe crossing location; not even the kids. I can tell you the discussions that were held; there are a number of residents in Wallingford who walk on both sides of the street and we have been asked, why isn't there sidewalks in those areas where

we just built it. While it may not have been the people coming to you and saying they want a sidewalk there, we did hear repeated requests for the installation of sidewalks. It did make sense, in terms of continuity.

Mr. Zappala stated, that money could have been better spent on South Main Street, down the end where there are no sidewalks. I do appreciate Choate School; it is great to have them in town; it is an honor for us to have them here but I don't see why we had to jump and spend over \$300,000 that I assume, to put sidewalks in just because they want to improve their property. They have more money in the bank than we have.

Mr. Thompson stated, it was considerably less than \$300,000. My recollection of what I had estimated for the work was in the \$40,000 - \$60,000 range for those sidewalks.

Mr. Zappala stated, I reviewed the ordinance; did the taxpayers used to pay for their sidewalks? Were they assessed at one time through taxation?

Mayor Dickinson did not understand the question.

Mr. Zappala stated, I don't know when the ordinance was changed but, I had people call me and I wasn't able to research the matter deeply enough... years ago when sidewalks were installed in front of resident's property, the owner of the property had to pay for it. I had calls from people on Elm Street, when the schools were built, sidewalks were put in and they were assessed accordingly.

Mr. Thompson explained, when you did ask me that, I did go to Adam Mantzaris and ask him if he had any knowledge of an ordinance ever being changed where there were costs to the residents to the point where the Town; he said, not to his recollection. He had no recall of the Town ever charging a resident.

Mayor Dickinson added, I am not familiar with the construction of the sidewalk. At one time the Town Charged for the repair of the sidewalk, unless the repair was made necessary by a tree in the Towns-owned right-of-way; roots of a tree causing disruption of the sidewalk, then the Town paid for it. Otherwise, if it was normal deterioration of the sidewalk, the resident had to pay for it. That has been abandoned for several years now, because it has been found that the Law Department indicated that was not a justified approach. The Town pays for all repairs to sidewalks. Years ago, there was a situation where people had to pay for the repairs to sidewalks, unless the damage was caused by a tree. The original construction; I am not aware of any situation where people had to pay for the sidewalk's original construction.

Mr. Zappala stated, I was told by a resident on Elm Street that when they owned a home in the school area, they were assessed a cost for the installation of sidewalks in the area which led to the school. As I stated, I was unable to find out when the ordinance was changed, but we

should not be rushing to put a sidewalk in for Choate when there are taxpayers who have been waiting a long time. That is the reason I put the item on the agenda.

Ms. Papale stated, I received the same phone calls that Mr. Zappala received from the same people. I concur with what Mr. Zappala said. I was hoping that someone could, in the future, check into this because I couldn't find this information either. How this all came about is, when people saw what was going on at Choate School, they wanted to know who was paying for the sidewalks at Choate School, which led to their making phone calls to us. I informed them that the Town was paying for the sidewalks because that was a fact. They went on to say that, years ago, when Lyman Hall High School was built, the people that lived on the way to Lyman Hall on Elm Street and Pond Hill Road were told, not even requested, they would have to pay for the sidewalks because of the school. I am curious if that was a law then or resolution, ordinance or what?

Mayor Dickinson replied, we can try and research that but that would be back in 1958 or 1959; quite a long time ago.

Ms. Papale stated, that was before we were all involved but this question is being asked by many people. I was concerned about it, the same as Mr. Zappala.

Mayor Dickinson explained, there is an ordinance that indicates school safety sidewalks are an issue that are installed by the Town. The ordinance sets that out pretty clearly.

Ms. Papale stated, I did not want to disagree with these people, taxpayers, who called me, but I always thought that the Town took care of putting the sidewalks in. Just because they live near the school that was being built, I didn't know if they were requested to pay for the sidewalks. I wanted a little history of how this all came about and why Choate School was brought up here. People noticed it and wanted to know who was paying. Then the other calls came in asking why Choate has to be done while they have been waiting for such a long time.

Mr. Parisi asked, if a sidewalk is put in now, who pays for it?

Mr. Thompson answered, the Town. In every single subdivision or development project where that applicant goes through the Planning & Zoning process, the Town of Wallingford always places the burden of responsibility on the developer. You will see sidewalks built in many subdivisions but the Town is not paying for those.

Mr. Parisi asked, any of the work that you are doing now with your sidewalk program, where a sidewalk is replaced or repaired, it is paid for by the Town of Wallingford?

Mr. Thompson answered, that is correct.

Mr. Parisi stated, I remember the time when the sidewalk repairs were charged to the homeowners. Once again, I will have to remind you that I was the Town's first Sidewalk Inspector back in 1957-59. I went around giving citations to homeowners who had, if it was a tree it was the Town's responsibility, but any cracks or anything else had to be repaired and the cost was borne by the homeowner.

Mr. Thompson stated, my offer stands, you are welcome to re-join the department in that capacity.

Mr. Parisi stated, at least once a day I drive into town down Christian Street by Choate School and it is, with all due respect to the people, I had several calls and once I explained it to them they seemed to be understanding of what was happening; the Town did not put the fence or the granite posts for the fencing but strictly the sidewalks; they seemed to accept that. But I can tell you that it was an accident waiting to happen over there and it still, with all that we have done, is a dangerous situation. I don't know the answer to the problem but the kids really; I think they need to have the law about the crosswalks explained to them. The law is not, who gets across first wins, the car or the person. I am serious. Mayor if, at some point, something can't be worked out where Choate may do a safety program for the benefit of their own students because it is a case of people slamming on their breaks when someone approaches the crosswalk or a car trying to beat a kid trying to get across the road. It is any number of combinations and they are all unsafe.

Mayor Dickinson replied, that is right but the law is pretty clear; if a person steps into that crosswalk, the vehicular traffic is supposed to stop. If they have one foot out into that crosswalk, the traffic should stop. It should not be a case of anyone trying to race to get across before a pedestrian gets in it.

Mr. Parisi stated, some of the pedestrians are racing, that is the problem. People are slamming their brakes on. If you get three or four cars in a row and you got...something is going to happen.

Mayor Dickinson stated, if people are traveling at a low rate of speed through a school area with a lot of pedestrian traffic, there isn't a problem. If you are going thirty or forty miles an hour, yes, you are going to have a problem because there is no way you can stop in time when suddenly a student appears. Speed is the main thing. If people take their time, there shouldn't be a problem.

Mr. Farrell commented, it is unfortunate that Choate School got bashed here because, in essence, what occurred was, an attempt by them to try and respond to a lot of the complaints that they had gotten from residents, complaining that students were crossing anywhere in the course of Christian and North Elm Street and the whole intent of the plan was to regulate where students would cross. The only way to do that is by installing fences that prevent them from

crossing in certain areas and sidewalks that guide them to other areas to cross. That was the impetus that the residents were complaining; that the residents wanted some action and they took action. I do know that, in reference to Mr. Parisi's question about safety programs, part of the plan is that when the freshman class arrives in September, there are going to be meetings regarding public safety and how one goes about crossing the street. I think that Choate is very serious. I will tell them that they should invite Mr. Parisi to be one of the speakers on that program.

Jack Agosta, 505 Church Street, Yalesville stated, back in 1968 when my house was being built, Joe Carini was Mayor and there was a ruling that all sidewalks had to be installed within 120' of the schools and I recall that we had to pay for those sidewalks. I was glad that they built them because of the safety of the children. Choate School is not our public school. Our local children cannot go to that school without paying for it. That is a separate issue.

Mr. Parisi replied, with all due respect, they let everyone walk on their sidewalk, they don't ban anyone.

Mr. Agosta stated, we forced Home Depot to put sidewalks down on Route 5 and they are not even needed. Kmart had to pay for their sidewalks as well, the Town did not pay for those. Why did they have to pay for their sidewalks and we have a profit-making organization in town, even though it is a good school, it is good for our town, why didn't they have to pay for these sidewalks. That is \$40,000 or \$50,000 that was spent on their sidewalks that could have been used to fix many bad sidewalks in this town, and there are many.

Mr. Parisi answered, all of the sidewalks will eventually be fixed. We are spending money for sidewalks for people to walk on, everyone in the town can walk on them. We are not building any private sidewalks.

Mr. Agosta reminded Mr. Parisi, priorities.

Mr. Parisi commented, when students are crossing the street; when all the Town departments agree; all the safety departments agree that it is a priority, I think that is a pretty good judgment. This is not an us and them situation. The policy is now that the Town puts the sidewalks in, that is what the policy is. It is not that we are going to reinvent the wheel. Maybe back twenty or thirty years it was a different policy. Maybe one of the Mayors or the Councils back then made a change in the policy. That is fine but, what the policy is now, is what it is. That is what we are going by.

Mr. Agosta stated, I agree that there should be sidewalks up there but we should have set our priorities and fixed our own sidewalks first and let Choate pay to install their own, just the same as they paid for their fence.

Mr. Parisi stated, they are Town sidewalks on Town land.

Both Mr. Agosta and Mr. Parisi continued to argue their points.

Mr. Vumbaco asked, the repair account and the new sidewalk building account, are they separate accounts?

Mr. Thompson answered, they are one in the same.

Mr. Vumbaco asked, did you defer any monies from the repair account to build the new sidewalks?

Mr. Thompson answered, it was one single account. Anytime we build or repair a sidewalk, it comes out of the same account.

Mr. Vumbaco asked, was there a repair job that was planned that was deferred because you put in some sidewalks?

Mr. Thompson answered, no.

ITEM #22 Consider and Approve a Transfer of Funds in the Amount of \$7,850 from Purchased Services – Labor Relations Attorney Acct. #001-1320-901-9001 to Self-Insurance Claims Acct. #001-8030-800-8280 – Town Attorney

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

Atty. Farrell, Sr. stated, Atty. Mantzaris informs me that this relates to a settlement approved in executive session by this Council last meeting. The withdrawal has not yet been received so he asks that the identity of the case still stay within executive session.

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

Mayor Dickinson stated, before the Council goes into executive session, I have an item from the Police Department involving outside contractors. We would need to increase that line item in the budget by \$3,000. It is a wash item; we received the money from the outside contractors, we pay our employees. Belatedly, they discovered that the line item in the budget would not cover what will have to be paid for this week so this item can be taken up at a future meeting but, rather than have it after the fact, correcting it, I am bringing it to your attention now.

Mr. Parisi stated, we can take it up in July. Do you mind letting it go until then?

The consensus of the Council was to take it up at the July meeting.

ITEM #23 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes With Respect to the Purchase, Sale and/or Leasing of Property – Mayor

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

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

The council entered executive session at 9:58 P.M.

Present in executive session were all councilors (with the exception of Mr. Centner) Mayor Dickinson and Asst. Town Atty. Gerald E. Farrell, Sr.

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

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

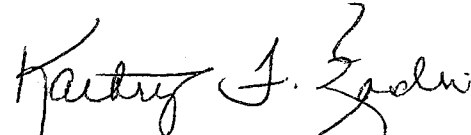
The council exited executive session at 10:20 P.M.

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


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

There being no further business the meeting adjourned at 10:20 P.M.

Meeting recorded and transcribed by:


Kathryn F. Zandri
Town Council Secretary

Approved by:


Robert F. Parisi, Chairman

8-21-01
Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

8-21-01
Date

RECEIVED FOR RECORD 7-30-01
AT 3:05 P M AND RECORDED BY
Rosemary Rascati TOWN CLERK

AMENDMENT TO SECTION 43-12A OF THE CODE

BE IT ENACTED BY THE TOWN COUNCIL IN SESSION:

That Section 43-12A of the Code of the Town of Wallingford, "Formal contract procedure" is hereby repealed and pursuant to the authority of Section 7-148v of the Connecticut General Statutes, "Requirements for competitive bidding", the following Section is substituted in lieu thereof.

§ 43-12 Formal contract procedure.

- A. Purchases shall be made under such rules and regulations established by this chapter by the Council, provided that, if any purchase or contract for purchasing, including a continuing order or contract for the purchase of the same commodity or service over a period of time, involves the expenditure of \$4,000.00 or more, the Purchasing Agent, unless it shall be determined by the Council to be against the best interests of the Town, shall invite sealed bids or proposals, giving sufficient publication to the trade and/or profession and 10 days public notice thereof by publication at least once in a newspaper having a circulation in the Town, and shall let the purchase or contract to the lowest responsible bidder thereon or may reject any or all such bids or proposals. All such sealed bids or proposals shall be opened publicly.**

I HEREBY CERTIFY that this Amendment to the Code was enacted by the Town Council of the Town of Wallingford this day of , 2001, in accordance with the provisions of the Charter of the Town of Wallingford.

Rosemary A. Rascati
Town Clerk

APPROVED: _____
William W. Dickinson, Jr., Mayor

DATE: _____

TOWN OF WALLINGFORD CONSENT

In accordance with Section 16(f) of the Host Community Agreement between the Town of Wallingford ("Town") and PPL Wallingford Energy LLC ("Developer"), dated March 8, 2000, the Town hereby consents to the future removal, replacement, and relocation by Developer or The Connecticut Light and Power Company (CL&P) of the Pent Road Junction Structure (the "Structure") described in the June 11, 2001 Letter Agreement between Developer and CL&P (a copy of which is attached hereto), and to the reconfiguration and relocation of the Town's right-of-way and interconnection facilities, if and to the extent any such removal, replacement, reconfiguration or relocation are required by the terms of said Letter Agreement.

Town will use all reasonable efforts and act in good faith to coordinate with Developer and CL&P with respect to any necessary permitting, outages, scheduling or other aspects of any removal, replacement, and relocation of the Structure or of the reconfiguration and relocation of the Town's right-of-way and interconnection facilities.

Nothing in this Consent is intended or should be construed as obligating the Town with respect to costs associated with the removal, replacement, and relocation of the Structure or of the reconfiguration and relocation of the Town's right-of-way and interconnection facilities as provided for in said Letter Agreement. Developer shall be solely responsible for any such costs.

By: _____

Title: _____

Date: _____

June 11, 2001

Donald W. Fields
General Manager
Business Development -USA
PPL Global LLC
Suite 400
11350 Random Hills Road
Fairfax, VA 22030

Re: **PPL Wallingford Project Interconnection Letter Agreement – Pent Road Junction Structure**

Dear Mr. Fields:

This letter ("Letter Agreement") constitutes the agreement between The Connecticut Light and Power Company ("CL&P") and PPL Wallingford Energy LLC ("Developer") with respect to certain aspects of the interconnection of the electrical systems of the Town of Wallingford, Department of Public Utilities ("Town") and CL&P, to meet requirements involving, in part, the connection of the PPL Wallingford Energy LLC generating facility to the Town's system. The interconnection is described in more detail in a Transmission Interconnection Construction Agreement ("Interconnection Construction Agreement") between CL&P and PPL Wallingford Energy LLC ("Developer").

Specifically, this Letter Agreement relates to the Pent Road Junction Structure (the "Structure") to be constructed by Developer and owned by Town within CL&P's existing right-of-way west of Pent Road, as shown on Sketch 1, as the Structure may affect a future addition by CL&P of high voltage transmission facilities within that portion of its right-of-way. The Developer acknowledges that use of a vertical configuration for the Structure, as shown on Sketch 1, rather than use of a horizontal configuration, may impair CL&P's ability to add a high voltage transmission line through this area, absent acquisition of additional right-of-way, shown on Sketch 2, through a permanent easement. CL&P will allow the vertically configured Structure to be constructed if the Developer agrees to obtain for CL&P, or compensate CL&P in the manner described below for costs of obtaining, the additional right-of-way necessitated by the use of a vertical configuration for the Structure.

CL&P and the Developer agree to the following:

1. Subject to the conditions of Paragraphs 2-5, Developer may construct and the Town may own a vertically configured Structure within the existing CL&P right-of-way west of Pent Road as shown on Sketch 1, and CL&P will configure any future additional transmission lines to cross over the Structure in a horizontal configuration.

2. The Developer agrees to acquire for CL&P, or notify CL&P that the Developer wishes CL&P to acquire at Developer's expense, through a voluntary conveyance, or if possible by CL&P through eminent domain, a permanent easement for the parcel east of Pent Road shown in Sketch 2 (the "Parcel"), on or before one hundred eighty (180) days after notice by CL&P that CL&P intends to proceed with a high voltage transmission line construction or upgrade project for which CL&P has filed an application or petition with the Connecticut Siting Council or its successor. If CL&P acquires the Parcel, the Developer will reimburse CL&P for its acquisition costs, including CL&P vendor real estate brokers, to obtain the easement, provided, however, that the Developer shall not be required to reimburse CL&P for more than the fair market value of a permanent easement for the Parcel plus CL&P's reasonable costs of acquiring such easement. If the Developer is unable or unwilling to acquire the Parcel for CL&P or declines to compensate CL&P for its cost of acquisition, as provided above, the provisions of Paragraph 5 shall apply.
3. The permanent easement to be acquired, pursuant to Paragraph 2, shall be free from liens and encumbrances that would materially impair the use of the property as a transmission line right-of-way. The form of agreement shall be substantially in the form of Attachment A to this Letter Agreement.
4. Prior to obtaining such permanent easement rights, CL&P shall grant the Town a contingent license to allow for a vertically configured Structure, as shown on Sketch 1. Once permanent easement rights for the Parcel are owned by CL&P, CL&P will grant the Town a permanent license for the Structure.
5. In the event that the permanent easement is not obtained for or by CL&P within the time provided in paragraph 2 above, in connection with a transmission line construction or upgrade project for which CL&P has filed an application or petition with the Connecticut Siting Council, Developer will, at Developer's sole cost and expense, remove the Structure and replace it with a new structure configured horizontally, to avoid the physical constraints imposed by the landfill and Pent Road. In removing and replacing the Structure, Developer will follow the same standards CL&P uses with respect to similar facilities on its system. The Developer will also be responsible for reconfiguring and relocating at its sole cost and expense the Town's right-of-way and interconnection facilities to accommodate CL&P's reconfiguration and location change of the Structure. Attached as Attachment B is the Town's consent to Developer's removal and replacement of the Structure and to the reconfiguration and relocation of the Town's right-of-way and interconnection facilities, and the Town's agreement to use all reasonable efforts and to coordinate in good faith with CL&P and the Developer in permitting, scheduling and other aspects of such removal, replacement, reconfiguration and relocation work.
6. Developer may not assign its rights and/or obligations under this Letter Agreement without the prior written consent of CL&P, which shall not be

unreasonably withheld or delayed. Any proposed assignee of Developer shall demonstrate to CL&P that it has the financial and technical capability to perform Developer's obligations under this Agreement. Any purported assignment by Developer without CL&P's prior written consent shall be null and void, and Developer shall remain fully liable for performance of Developer's obligations described in this Letter Agreement.

7. This Letter Agreement shall be binding on and shall inure to the benefit of any successors or assigns of Developer and CL&P.

If the foregoing accurately reflects the agreement between the Developer and CL&P, please execute two originals of this Letter Agreement and return both to me. I will then execute both originals for CL&P and return one fully-executed original to you.

Very truly yours,

THE CONNECTICUT LIGHT AND POWER COMPANY

By: _____
Roger C. Zaklukiewicz
Its Vice President

Agreed and Accepted this _____ day of June, 2001

PPL Wallingford Energy LLC

By: _____
Donald W. Fields
Its

Agreed and Accepted this _____ day of June, 2001

THE CONNECTICUT LIGHT AND POWER COMPANY

By: _____
Roger C. Zaklukiewicz
Its Vice President

**GRANT-IN-AID AGREEMENT BETWEEN
THE TOWN OF WALLINGFORD AND
THE STATE OF CONNECTICUT
FOR STUDY AND DESIGN DRAINAGE IMPROVEMENTS
TO MEETINGHOUSE BROOK, WALLINGFORD, CONNECTICUT**

THIS AGREEMENT, by and between the **STATE OF CONNECTICUT**, acting herein by Albert J. Rocque, Jr., its Commissioner of Environmental Protection, duly authorized under the provisions of Section 22a-6(a)(2) of the General Statutes of Connecticut, hereafter called the **STATE**, and the **TOWN OF WALLINGFORD** a municipal corporation in the County of New Haven and the State of Connecticut, acting herein by William W. Dickinson, Jr., its Mayor, duly authorized under the provisions of Section 7-148(c) of the General Statutes of Connecticut, hereinafter referred to as the **TOWN**.

WITNESSETH THAT:

WHEREAS, Public Act 99-242, Section 32(b)(1) of the State of Connecticut authorizes Grants-In-Aid or loans to municipalities for acquisition of land, for public parks, recreational and water quality improvements, culvert upgrading and drainage projects and programs; and

WHEREAS, the Meetinghouse Brook Drainage Improvement Project is a culvert upgrading and drainage project, which is located within the geographical limits of the Town of Wallingford; and

WHEREAS, the **TOWN** will contract with a civil engineering firm for the Study and Design of drainage improvements and repairs for Meetinghouse Brook and for the preparation of permit application documents for said project; and

WHEREAS, the **STATE** agrees to assume full responsibility for all Study and Design costs, up to but not to exceed Twenty-Nine Thousand Four Hundred Dollars (\$29,400.00). The **TOWN** shall not be responsible for any such costs.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, in consideration of the mutual promises herein contained, that:

1. The TOWN will enter into a contract with a consultant engineer for those engineering services needed to Study and Design the Project.

2. The STATE will pay to the TOWN 100% of the costs for said Study and Design for the Meetinghouse Brook Drainage Improvement Project as set forth above.

The total cost of Study and Design is estimated to be \$29,400.00. Said funding will be provided after the selection of the design consultant by the TOWN and upon the approval of said consultant by the STATE. The Town will not advance payment.

At the completion of the Study and Design, the TOWN will provide the STATE with all copies of all expenses, correspondence, plans and specifications prepared.

4. The STATE and the TOWN will each appoint a representative to coordinate the Study and Design relating to the completion of the project.

5. The TOWN will provide for regular meetings, to be attended by a representative of the Department of Environmental Protection, the TOWN'S engineer and a representative of the design consultant to discuss progress of the Study and Design effort.

6. The TOWN will maintain in a central location records of the design of said Project and make said records available for inspection by the STATE, at such reasonable time as the STATE shall request.

7. The TOWN agrees that it shall have its financial records audited at the close of the TOWN'S fiscal year and provide that audit to the Commissioner of Environmental Protection, all in accordance with the Connecticut General statutes Section 7-396a and Sections 4-230 through 4-236, and any regulations which are or may be promulgated.

8. Neither the STATE nor the TOWN assumes liability for payment under the terms of this agreement until the TOWN has been notified by the Department of Environmental Protection that this agreement has been approved by the Attorney General of the State of

Connecticut and written notice to proceed has been given to the TOWN by the STATE.

9. Either the STATE or the TOWN may abandon the proposed project subsequent to completion of the Study and Design if the proposed cost of construction, construction administration and land acquisition is determined to exceed the said funding provided by the STATE. Written notice of such abandonment shall be given to the other party and delivered by registered or certified mail.
10. The TOWN, while performing the duties specified in this agreement, will "save harmless" the STATE from any cause what-so-ever related to the work to be performed pursuant to this contract.
11. This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of, or noncompliance with, said Executive Order No. Three or any State or Federal law concerning non-discrimination, notwithstanding that the State Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have a continuing jurisdiction, in respect to agreement performance in regard to non-discrimination, until the agreement is completed or terminated prior to completion. The TOWN agrees, as part consideration hereof, that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
12. This agreement is also subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and, as such, this agreement may be cancelled, terminated or

suspended by the contracting agency of the State Labor Commissioner for violation of, or noncompliance with, said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this agreement. The parties to this agreement, as part consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in regard to listing all employment openings with the Connecticut State Employment Service.

13. Attachment A, entitled "Pursuant to Section 4a-60a of the Connecticut General Statutes" is incorporated herein and made a part of this agreement. For purposes of "Attachment A" only, "Contractor" shall mean the "TOWN".
14. This contract is also subject to provisions of Executive Order No. 16 of Governor John G. Rowland as promulgated on August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the State for violation or of noncompliance with said Executive Order No. 16, which is attached hereto and incorporated herein as Attachment B, Pages 1-2. The parties to this contract, as part of the consideration hereof, agree that a requirement for the compliance with Executive Order No. 16 shall be included in any subcontract or other compliance with that may result from the contract. The parties agree to abide by such Executive Order.
15. The TOWN, while performing duties specified in this contract, shall require its contractor to carry sufficient insurance (liability and/or other) according to the nature of the work to be performed, and shall include the STATE and the TOWN in the "save harmless" clause of its contract. The STATE and the TOWN shall be named as additional coinsured on the insurance certificate, which is to be filed with the Town and agency prior to the performance of services.

16. The STATE assumes no liability for payment under the terms of this agreement until said TOWN is notified by the Department of Environmental Protection that said agreement has been approved by the Attorney General of the State of Connecticut and notice to proceed has been given to the TOWN by the STATE.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals:

WITNESS:

TOWN OF WALLINGFORD

BY: _____
William W. Dickinson, Jr.
Its Mayor, Duly Authorized

Date: _____

WITNESS:

STATE OF CONNECTICUT

BY: _____
Arthur J. Rocque, Jr.
Its Commissioner of Environmental Protection

Date: _____

FUNDS AVAILABLE:

Date: _____

APPROVED AS TO FORM:

Deputy Attorney General

Date: _____

RESOLUTION

Be it resolved that the Town Council has approved the Grant-In-Aid Agreement between the Town of Wallingford and the State of Connecticut for Study and Design Drainage Improvements to Meetinghouse Brook on June 26, 2001 and be it further resolved that William W. Dickinson, Jr., Mayor, is authorized by this Town Council to sign, execute and administer said Agreement.

**CERTIFICATION OF AUTHORIZED SIGNATURE
INCORPORATED MUNICIPALITY**

I, Rosemary Rascati, Town Clerk
(Name and Title of Certifying Official)

of Town of Wallingford a corporation
(Name of Corporation)

organized and existing under the laws of the State of Connecticut, hereby certify that
the following is a true copy of a resolution adopted at a meeting of the
Wallingford Town Council
(Name of Governing Body)

of said corporation, duly held on the 26th day of June, 2001

"RESOLVED that Mayor William W. Dickinson Jr.
(Name and title of authorized person)

authorized to make, execute and approve on behalf of this corporation, any and all contracts or amendments
thereof with the State of Connecticut Department of Public Health to

Provide Paramedic Training Through the "Equipment Grant for Emergency
(Purpose of Contract)
Medical Services"."

AND I DO FURTHER CERTIFY that the above resolution has not been in any wise altered, amended or
repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
said Town of Wallingford
(Name of Corporation)

this _____ day of _____.

(Signature of Certifying Official)

(Typed or Printed Name)

(Seal)

(Title)

LEASE

THIS AGREEMENT made this 1st day of July, 2001 by and between the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter "Town"; and BIG BROTHERS/BIG SISTERS OF MERIDEN/WALLINGFORD, INC., a Connecticut nonprofit corporation with an office in Wallingford, Connecticut, hereinafter "BB/BS".

WITNESSETH:

1. For and in consideration of the mutual covenants and agreements contained herein, and subject to the terms and conditions hereinafter stated, Town hereby leases to BB/BS the Community Service Area of the municipal building at 6 Fairfield Boulevard, Wallingford, Connecticut, for its general corporate office and corporate purposes, for a term of one (1) year from the date first above written at an annual rental of FIVE HUNDRED TWENTY AND 00/100 DOLLARS (\$520.00) payable in full on or before the 30th day immediately following the date first above written.

2. As additional rent, BB/BS agrees to pay all utilities as they apply to the area leased by BB/BS, and in the event bills are rendered covering the entire building in

which the leased area is located, such bills will be prorated on the basis of the square footage occupied by BB/BS.

3. BB/BS agrees to hold the Town harmless and to indemnify it from all loss, damage, liability or expense incurred, suffered or claimed by any person by reason of BB/BS' act or omission in its use of the leased premises or its use of the building of which the leased premises are a part or of anything therein. BB/BS shall provide verification of general liability insurance coverage with a combined single limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) and Workers' Compensation insurance coverage.

4. Town covenants and agrees that it has a good right to lease said premises.

5. Town shall be responsible for the repair and maintenance of the structural portions of the building and grounds of which the leased premises are a part and BB/BS shall be responsible for the cleaning and maintenance of the leased premises and shall repair any damage caused to said leased premises by its use and occupancy.

6. Town agrees that it will provide insurance or self-insurance for all portions of the premises at 6 Fairfield Boulevard not covered by this Agreement.

7. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party.

8. This Agreement may not be assigned without the written approval of the Town.

9. This Agreement contains all the conditions agreed upon between the parties and any modification must be in writing, and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to a duplicate of the same tenor and effect the day and year first above written.

*Signed, Sealed and Delivered
In Presence Of:*

TOWN OF WALLINGFORD

BY: _____
WILLIAM W. DICKINSON, JR.
Its Mayor, Duly Authorized

BIG BROTHERS/BIG SISTERS OF
MERIDEN-WALLINGFORD, INC.

BY: _____
VINCENT CERVONI, President

CERTIFIED RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
WALLINGFORD FOR A GRANT TO COMBAT UNDERAGE DRINKING

WHEREAS, the State Office of Policy and Management is expected to offer the Town of Wallingford a grant for Fiscal Years 2001-2002 for purposes of continuing its comprehensive approach to the problem of the consumption of alcoholic beverages by youth under the age of 21.

WHEREAS, it is desirable and the best interest of the residents of Wallingford to accept said grant:

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

1. That is cognizant of the conditions and prerequisites for State assistance imposed by the State Office of Policy and Management
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 \$50,000 per year, 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 State Office of Policy and Management, to provide such additional information, to execute such other documents as may be required by the Department, to execute a Grant Action Request with the State of Connecticut for state financial assistance if such an agreement is offered, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the Town of Wallingford.

CERTIFIED RESOLUTION OF LOCAL AGENCY

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

Date

Clerk

Secretary

WHEREAS, it is desirable and in the public interest that the TOWN OF WALLINGFORD make application to the Department of Social Services in such amounts as may be made available for undertaking a Community Service Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WALLINGFORD that the Mayor, William W. Dickinson, Jr., file such application with the Department of Social Services, to provide such additional information as may be requested, to enter into and amend contractual instruments in the name and on behalf of the Town and to act as the authorized representative of the Town.

CERTIFIED RESOLUTION OF LOCAL AGENCY

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

Date

Clerk

Secretary

WHEREAS, it is desirable and in the public interest that the TOWN OF WALLINGFORD make application to the Department of Social Services in such amounts as may be made available for undertaking a Social Service Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WALLINGFORD that the Mayor, William W. Dickinson, Jr., file such application with the Department of Social Services, to provide such additional information as may be requested, to enter into and amend contractual instruments in the name and on behalf of the Town and to act as the authorized representative of the Town.

AGREEMENT

AGREEMENT entered into between the TOWN OF WALLINGFORD, "Town" and
COMMUNIDAD HISPANA DE WALLINGFORD, INC., 'SCOW'.

WITNESSETH:

1. The Town has executed a Contract with the State of Connecticut, acting by its Commissioner of Social Services, "Commissioner", for funding programs to be carried out by SCOW, acting on behalf of the Town. The Contract has been executed as authorized by the provisions of the General Statutes. A copy is appended hereto and made a part hereof.

2. SCOW agrees to the terms and conditions set forth in said Contract including any special conditions imposed by the Commissioner at the time funds are made available to the Town pursuant to said Contract.

3. The effective dates of the contract and of this Agreement are from July 1, 2001 to June 30, 2002.

4. SCOW will carry sufficient insurance, as determined by the Town, during the term of this Agreement to "save harmless" the Town from any claims, suits or demands that may be asserted against it by reason of any act or omission of SCOW.

IN WITNESS WHEREOF, SCOW has caused this Agreement to be duly

executed in its behalf and its seal hereunto affixed this _____ day of _____,
2001, and thereafter Town has caused these presents to be signed and sealed by its
Mayor, William W. Dickinson, Jr., duly authorized, this ____ day of _____, 2001.

Signed, Sealed and Delivered
In presence of:

COMMUNIDAD HISPANA DE
WALLINGFORD, INC.

BY _____

Its
Duly Authorized

TOWN OF WALLINGFORD

BY _____

William W. Dickinson, Jr.
Its Mayor
Duly Authorized

TOWN OF WALLINGFORD CONSENT

In accordance with Section 16(f) of the Host Community Agreement between the Town of Wallingford ("Town") and PPL Wallingford Energy LLC ("Developer"), dated March 8, 2000, the Town hereby consents to the future removal, replacement, and relocation by Developer or The Connecticut Light and Power Company (CL&P) of the Pent Road Junction Structure (the "Structure") described in the June 11, 2001 Letter Agreement between Developer and CL&P (a copy of which is attached hereto), and to the reconfiguration and relocation of the Town's right-of-way and interconnection facilities, if and to the extent any such removal, replacement, reconfiguration or relocation are required by the terms of said Letter Agreement.

Town will use all reasonable efforts and act in good faith to coordinate with Developer and CL&P with respect to any necessary permitting, outages, scheduling or other aspects of any removal, replacement, and relocation of the Structure or of the reconfiguration and relocation of the Town's right-of-way and interconnection facilities.

Nothing in this Consent is intended or should be construed as obligating the Town with respect to costs associated with the removal, replacement, and relocation of the Structure or of the reconfiguration and relocation of the Town's right-of-way and interconnection facilities as provided for in said Letter Agreement. Developer shall be solely responsible for any such costs.

By: _____

Title: _____

Date: _____

June 11, 2001

Donald W. Fields
General Manager
Business Development -USA
PPL Global LLC
Suite 400
11350 Random Hills Road
Fairfax, VA 22030

Re: **PPL Wallingford Project Interconnection Letter Agreement – Pent Road Junction Structure**

Dear Mr. Fields:

This letter (“Letter Agreement”) constitutes the agreement between The Connecticut Light and Power Company (“CL&P”) and PPL Wallingford Energy LLC (“Developer”) with respect to certain aspects of the interconnection of the electrical systems of the Town of Wallingford, Department of Public Utilities (“Town”) and CL&P, to meet requirements involving, in part, the connection of the PPL Wallingford Energy LLC generating facility to the Town’s system. The interconnection is described in more detail in a Transmission Interconnection Construction Agreement (“Interconnection Construction Agreement”) between CL&P and PPL Wallingford Energy LLC (“Developer”).

Specifically, this Letter Agreement relates to the Pent Road Junction Structure (the “Structure”) to be constructed by Developer and owned by Town within CL&P’s existing right-of-way west of Pent Road, as shown on Sketch 1, as the Structure may affect a future addition by CL&P of high voltage transmission facilities within that portion of its right-of-way. The Developer acknowledges that use of a vertical configuration for the Structure, as shown on Sketch 1, rather than use of a horizontal configuration, may impair CL&P’s ability to add a high voltage transmission line through this area, absent acquisition of additional right-of-way, shown on Sketch 2, through a permanent easement. CL&P will allow the vertically configured Structure to be constructed if the Developer agrees to obtain for CL&P, or compensate CL&P in the manner described below for costs of obtaining, the additional right-of-way necessitated by the use of a vertical configuration for the Structure.

CL&P and the Developer agree to the following:

1. Subject to the conditions of Paragraphs 2-5, Developer may construct and the Town may own a vertically configured Structure within the existing CL&P right-of-way west of Pent Road as shown on Sketch 1, and CL&P will configure any future additional transmission lines to cross over the Structure in a horizontal configuration.

2. The Developer agrees to acquire for CL&P, or notify CL&P that the Developer wishes CL&P to acquire at Developer's expense, through a voluntary conveyance, or if possible by CL&P through eminent domain, a permanent easement for the parcel east of Pent Road shown in Sketch 2 (the "Parcel"), on or before one hundred eighty (180) days after notice by CL&P that CL&P intends to proceed with a high voltage transmission line construction or upgrade project for which CL&P has filed an application or petition with the Connecticut Siting Council or its successor. If CL&P acquires the Parcel, the Developer will reimburse CL&P for its acquisition costs, including CL&P vendor real estate brokers, to obtain the easement, provided, however, that the Developer shall not be required to reimburse CL&P for more than the fair market value of a permanent easement for the Parcel plus CL&P's reasonable costs of acquiring such easement. If the Developer is unable or unwilling to acquire the Parcel for CL&P or declines to compensate CL&P for its cost of acquisition, as provided above, the provisions of Paragraph 5 shall apply.
3. The permanent easement to be acquired, pursuant to Paragraph 2, shall be free from liens and encumbrances that would materially impair the use of the property as a transmission line right-of-way. The form of agreement shall be substantially in the form of Attachment A to this Letter Agreement.
4. Prior to obtaining such permanent easement rights, CL&P shall grant the Town a contingent license to allow for a vertically configured Structure, as shown on Sketch 1. Once permanent easement rights for the Parcel are owned by CL&P, CL&P will grant the Town a permanent license for the Structure.
5. In the event that the permanent easement is not obtained for or by CL&P within the time provided in paragraph 2 above, in connection with a transmission line construction or upgrade project for which CL&P has filed an application or petition with the Connecticut Siting Council, Developer will, at Developer's sole cost and expense, remove the Structure and replace it with a new structure configured horizontally, to avoid the physical constraints imposed by the landfill and Pent Road. In removing and replacing the Structure, Developer will follow the same standards CL&P uses with respect to similar facilities on its system. The Developer will also be responsible for reconfiguring and relocating at its sole cost and expense the Town's right-of-way and interconnection facilities to accommodate CL&P's reconfiguration and location change of the Structure. Attached as Attachment B is the Town's consent to Developer's removal and replacement of the Structure and to the reconfiguration and relocation of the Town's right-of-way and interconnection facilities, and the Town's agreement to use all reasonable efforts and to coordinate in good faith with CL&P and the Developer in permitting, scheduling and other aspects of such removal, replacement, reconfiguration and relocation work.
6. Developer may not assign its rights and/or obligations under this Letter Agreement without the prior written consent of CL&P, which shall not be

unreasonably withheld or delayed. Any proposed assignee of Developer shall demonstrate to CL&P that it has the financial and technical capability to perform Developer's obligations under this Agreement. Any purported assignment by Developer without CL&P's prior written consent shall be null and void, and Developer shall remain fully liable for performance of Developer's obligations described in this Letter Agreement.

7. This Letter Agreement shall be binding on and shall inure to the benefit of any successors or assigns of Developer and CL&P.

If the foregoing accurately reflects the agreement between the Developer and CL&P, please execute two originals of this Letter Agreement and return both to me. I will then execute both originals for CL&P and return one fully-executed original to you.

Very truly yours,

THE CONNECTICUT LIGHT AND POWER COMPANY

By: _____
Roger C. Zaklukiewicz
Its Vice President

Agreed and Accepted this _____ day of June, 2001

PPL Wallingford Energy LLC

By: _____
Donald W. Fields
Its

Agreed and Accepted this _____ day of June, 2001

THE CONNECTICUT LIGHT AND POWER COMPANY

By: _____
Roger C. Zaklukiewicz
Its Vice President