

TOWN COUNCIL MEETING

APRIL 25, 2000

6:30 P.M.

AGENDA

Blessing

1. Pledge of Allegiance and Roll Call
2. Correspondence
3. Consent Agenda
 - a. Consider and Approve a Transfer of Funds in the Amount of \$610 from Regular Salaries & Wages Acct. #2050-101-1000 of Which \$350 is Transferred to Printer Acct. #2050-999-9907 and \$260 is Transferred to Office Supplies Acct. #2050-401-4000 – Building Dept.
 - b. Consider and Approve a Transfer of Funds Totaling \$6,000 from Various Accounts Within the Dept. of Fire Services' Budget to Telephone Acct. #2030-201-2000
 - c. Consider and Approve a Transfer of Funds in the Amount of \$1,200 from Power Operated Equipment Acct. #800-396-200 to Transportation Equip. Acct. #800-392-200 – Water Division
 - d. Consider and Approve Renewing a Five (5) Year Contract with No New Terms Between the Town of Wallingford and CRRA for the Resource Recovery Project Coordinator

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AT 3 H 40 M P M AND RECORDED BY
Bernice B. Burt TOWN CLERK

(over)

- e. Consider and Approve a Resolution Authorizing the Mayor to Sign a Five (5) Year Contract Commencing 7/1/2000 – 6/30/2005 with the CT. Resources Recovery Authority Which Outlines the Conditions Under Which Said Authority will Provide Funding to the Town of Wallingford for the Resource Recovery Project Coordinator
4. Items Removed from the Consent Agenda
5. PUBLIC QUESTION AND ANSWER PERIOD
6. Consider and Approve a Transfer of Funds in the Amount of \$15,000 from Overhead Conductors Acct. #700-365 to Street Lights Acct. #700-373 – Electric Division
7. Report Out from the Mayor and Law Department on the Current Procedures and Various Specific Details Regarding Open Space Purchases as Requested by Councilors Brodinsky, Papale, Vumbaco and Zappala
8. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Lease of Property - Mayor
9. Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss Pending Litigation Involving the Matter of Bristol Myers v. Town of Wallingford and the Matter of Barnes Two LLC v. Town of Wallingford – Town Attorney
10. Consider and Approve the Settlement of Pending Litigation Involving Barnes Two LLC v. Town of Wallingford as Discussed in Executive Session - Town Attorney

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TOWN OF WALLINGFORD

TOWN COUNCIL MEETING

APRIL 25, 2000

6:30 P.M.

SUMMARY

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April 25, 2000

Agenda Item

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Waiver of Rule V (cont.)

**Approve Setting a Public Hearing for 5/9/00 7:45 P.M. on an Ordinance
Appropriating \$2,420,000 for the Planning, Acquisition and Construction
Of Various Municipal Capital Improvements 2000-2001**

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**Approve a Transfer Totaling \$155,000 from Various Accts. In the Elec.
Division to Office Furniture & Fixtures Acct. (computer consultant costs)**

19-26

TOWN COUNCIL MEETING

APRIL 25, 2000

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, April 25, 2000 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:38 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Centner, Farrell, Knight, Papale, Parisi, Rys, Vumbaco & Zappala. Mayor William W. Dickinson, Jr. and Comptroller Thomas A. Myers were also present. Town Attorney Janis M. Small arrived at 6:42 P.M.

A blessing was bestowed upon the Council by Deacon Eugene Riotte of the Holy Trinity Church of Wallingford.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Correspondence

No items of correspondence were presented.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve a Transfer of Funds in the Amount of \$610 from Regular Salaries & Wages Acct. #2050-101-1000 of Which \$350 is Transferred to Printer Acct. #2050-999-9907 and \$260 is Transferred to Office Supplies Acct. #2050-401-4000 – Building Dept.

ITEM #3b Consider and Approve a Transfer of Funds Totaling \$6,000 from Various Accounts Within the Dept. of Fire Services' Budget to Telephone Acct. #2030-201-2000

ITEM #3c Consider and Approve a Transfer of Funds in the Amount of \$1,200 from Power Operated Equipment Acct. #800-396-200 to Transportation Equip. Acct. #800-392-200 – Water Division

ITEM #3d Consider and Approve a Resolution Authorizing the Mayor to Sign a Five (5) Year Contract Commencing 7/1/2000 – 6/30/2005 with the CT. Resources Recovery Authority Which Outlines the Conditions Under Which Said Authority will Provide Funding to the Town of Wallingford for the Resource Recovery Project Coordinator

ITEM #3e Consider and Approve a Resolution Authorizing the Mayor to Sign a Five (5) Year Contract Commencing 7/1/2000 – 6/30/2005 with the CT. Resources Recovery Authority Which Outlines the Conditions Under Which Said Authority will Provide Funding to the Town of Wallingford for the Resource Recovery Project Coordinator

Motion was made by Mr. Rys to Approve Consent Agenda Items #3a,b & c, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #4 Items Removed from the Consent Agenda

ITEM #3d Consider and Approve Renewing a Five (5) Year Contract with no new Terms Between the Town of Wallingford and CRRA for the Resource Recovery Project Coordinator (Appendix I).

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

Philip A. Wright, Sr., 160 Cedar Street asked for an explanation of the Coordinator's duties.

Don Roe, Program Planner, outlined them for Mr. Wright (see Appendix I, Exhibit A).

Mr. Wright asked, how much money does the State grant the Town towards the Coordinator's salary?

Mr. Roe responded, \$30,000. per year. The Town charges CRRA between \$3,000 and \$6,000 per year for an Administrative Charge to administer the Coordinator's salary. It is billed as a finance charge for handling the funds and for administering it.

Pasquale Melillo, 15 Haller Place, Yalesville asked that the scope of service performed by the Coordinator be listed once again.

VOTE: Vumbaco abstained; all others, aye; motion duly carried.

Note: Mr. Vumbaco abstained due to his employment with CRRA.

ITEM #3e Consider and Approve a Resolution Authorizing the Mayor to Sign a Five (5) Year Contract Commencing 7/1/2000 – 6/30/2005 with the CT. Resources Recovery Authority Which Outlines the Conditions Under Which Said Authority will Provide Funding to the Town of Wallingford for the Resource Recovery Project Coordinator

(Appendix II).

Motion was made by Mr. Rys, seconded by Ms. Papale.

VOTE: Vumbaco abstained; all others, aye; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Mr. Melillo complained that the budget workshops were handled in such a rushed fashion that the public had trouble keeping up and following along in the budget books. He commended the Rotary Club for their recent generous donation (\$250,000) to the YMCA and encouraged big business to pitch in and follow their lead by donating money to the Board of Education for new computers:

Wes Lube, 15 Montowese Trail reminded everyone that he had asked at the last meeting if anyone was familiar with what the Town had accomplished, or was intending to accomplish, with the expansion of the Town Hall parking lot. At that time the answer was unavailable. He took Mr. McCully up on his offer to visit the Public Works Department to obtain such information by visiting the Town Engineer's office. What he learned was, when all is said and done, after spending \$618,151 on the purchase of property, demolition of buildings, parking lot construction and the 5 year lost interest or debt service figured in, we are paying \$11,447 per parking space to gain 54 compact car-sized parking spaces. He wondered, how will the Town prevent compact cars from parking in spaces intended for standard-sized vehicles; and will the Town have to now erect 54 signs which reads, "parking for compact cars only"? He submitted a report titled, "Benefit Analysis" which details how he arrived at his figures (Appendix III).

Mr. Knight stated, it is not the first time the Town has created very expensive parking spaces in the Town. One only needs to check across the street (88 S. Main Street).

Mr. Parisi stated that he would like to see Mr. Lube perform an analysis on the purchase and creating of parking spaces at 88 S. Main Street.

Pasquale Melillo, 15 Haller Place, Yalesville inquired into the status of Mr. Farrell's proposed fish hatchery.

Mr. Farrell explained how Roger Dann, Gen. Mgr. Of the Water & Sewer Division will be reviewing a letter, drafted by Mr. Farrell, that will be mailed out to over 300 individuals soliciting interest from them in the former water treatment plant. Mr. Dann would like to have the property cleaned up a bit before inviting interested parties to view it. The tasks are being coordinated between Mr. Farrell and Mr. Dann.

Geno Zandri, 37 Hallmark Drive reminded everyone, although 88 S. Main Street might have been an expensive parking lot, the Town is collecting \$600 per month rent from the occupants of the building.

Mr. Parisi remarked, in about 100 years it will pay for it.

Mr. Zandri replied, it is better than collecting \$1.00 per year (proposed lease payment to the Town for the American Legion Building).

Mr. Lubee asked if the Council had formally approved the budget yet?

Mr. Parisi replied, no.

Mr. Lubee noted that the Data Processing account in the Registrar of Voters' budget was left blank. He has learned that Mr. Cominos has not included any funding in his budget for data processing for the Registrar's office. He pointed out that the Town's voting list is computer-generated and will be needed by all parties in November; there won't be a list.

Mayor Dickinson replied, part of the project is to provide the information capability in that office. It will not be on the network. The office will also be connected to the State of Connecticut...

Mr. Lubee interrupted to say, not until the end of the year, Mayor.

Mayor Dickinson stated, July 1st.

Mr. Lubee asked, by July 1st of this year we will be connected with the state?

Mayor Dickinson answered, I don't know about connecting with the state but before the end of our computer project, that office will....until it has its own capability, it will continue to run off of our existing system. Part of the project is to provide the capability to have that information available in that office. In addition, the state already had someone here talking about the wiring and I am not sure what the date is for connecting to the state's system. That will put them on a separate system in the office, connected to the State of Connecticut. Part of the project is to provide the Registrar of Voters the voter registry lists and their information on a computer system in their office.

Mr. Lubee stated, the Registrars are under the impression that they are going to go on line with the State at year end. The State has advised them that they are to maintain their own system for three months overlap because of experiences they have had with bugs in other

towns that need to be smoothed over before they are totally enveloped in the state's system. We are going to need a computerized program from now until the end of March of next year. Have we made any allowances for that? There is nothing in the budget.

Mayor Dickinson answered, we are going to maintain our own system past March of next year as long as I have anything to do with it. I think there are continuing problems with the state list and I don't think we should be totally dependent upon a centralized system that is located in Hartford. We need our own system, period. That is what we will look to achieve.

Mr. Lubee asked, we will have a computerized system from now on in that department?

Mayor Dickinson answered, that is correct; that is what our goal is. I think the line you are referring to is the contribution to the Electric Division to maintain the system that is on the Unisys. They would no longer be making those payments because the Electric Division will have nothing to do with the records in the Registrar of Voters' office.

Mr. Lubee stated, the Registrars asked Mr. Cominos if he had anticipated their needs in their department and he told them, no.

Mr. Cominos stated, we have the money in our budget to give them a stand along p.c. to operate on.

Mr. Melillo asked what the legal status was of Cooke Property with regards to the State?

Atty. Small stated, the Department of Health Commission has to decide whether or not their office is going to give the Town a legal response. If they do, it is believed that a briefing will be scheduled. The deadline should be close.

Robert Sheehan, 11 Cooper Avenue asked if legal ownership of the West Dayton Hill Road Dam had been determined yet?

Atty. Small replied, no, there is a hearing scheduled sometime in May.

Philip Wright, Sr., 160 Cedar Street stated that he was struck by the beauty of South Main Street, the trees, flags, lights, etc. It was the prettiest he had seen.

Mr. Melillo asked for an update on the Community Lake Dam issue.

Mr. Parisi stated, the Chairman of the Community Lake Restoration Committee, Sal Rascati, is attempting to contact the individual up at the state level. Hopefully we will

hear something by the end of the week as to where we are and what is happening. We are going to try and be a little more aggressive in the pursuit of that issue in the future.

Mr. Lubee stated, the flags are attractive and quite unique. Who donated the money for the flags? The newspaper article was very confusing; it gave credit to Public Works and the Electric Division.

Raymond F. Smith, Director of Public Utilities stated, the P.U.C. (Public Utilities Commission) voted and donated the flags at a cost of \$11,000. Public Works performed the work of putting them up; contributing their man hours but the PUC voted to transfer \$11,000 from the Electric Division for that.

Mr. Lubee stated, Public Works got the headline.

Mr. Smith stated that the utility was disappointed.

Mr. Parisi stated, the publicity was not generated from Wallingford Center, Inc. It came out from somewhere else.

Mr. Lubee stated, in December, 1998 Mr. Knight stated that the Republicans were hoping to contact Habitat and other groups such as the Quinnipiac River Watershed Association to see if there was any interest in the homes on Garden Road. What was the result?

Mayor Dickinson stated that Mr. McCully expressed concern over having individuals going through the area, encouraging activities that might be hard to police. I am not sure how the issue was resolved; if someone wanted a whole building that would have been fine but you couldn't piece meal it by taking only parts of it.

Mr. Parisi stated, it has been suggested that Habitat try to acquire one of the homes and relocated it. I don't know how practical that would be.

Mr. Farrell stated, from personal experience, he has learned that it is very costly and a large undertaking to disassemble a house. It is not as easy as it may appear to be.

Mr. Lubee stated that the homes could be moved to a new location, in bulk. Usually it is less than it would cost to build a home, that is why people move them. In the meantime, the property that the Town has taken title to should be boarded up to avoid liability issues.

Mr. Centner stated, the homes on Garden Road do not have a platform on the first floor, they are situated on slabs. This makes it very difficult to lift and move the structures. Habitat may be interested in furnaces and/or windows; those types of items.

Mr. Farrell stated, the Historic Preservation Trust did look at moving the Yale House all in one piece. One of the added expenses that you get into is the moving of utility lines to allow for the passing of the house through the streets. It would have cost \$60,000 to take down the utility lines to move the house about ½ mile.

Mr. Wright stated that he read in the newspaper how the Police were called to escort Risk Manager, Mark Wilson, out of the building recently. A statement was made by the Police Chief, something to the effect that this was a common occurrence; they had done it many times before. He asked the Mayor, how many times before have the police escorted someone out of the Town Hall, excluding the incident involving the Assessor's Office?

Mayor Dickinson stated that he did not believe Mr. Wilson was escorted out of town by the Police Department. He stated that he did not have any further comments on the matter.

Mr. Wright stated, out of Town Hall, not town.

Mayor Dickinson stated, to my knowledge he was not escorted out of the Town Hall by the Police Department either. I don't have any further comment on the issue.

Mr. Wright asked, the statement in the paper was erroneous in your opinion?

Mayor Dickinson answered, I did not see the statement in the paper. I am speaking as to my knowledge of the issue.

Mr. Wright asked Mr. Parisi if he saw the statement in the paper?

Mr. Parisi answered, no, I didn't; I did not see it.

Mr. Melillo asked for an update on the linear trail, specifically the area that has been planned as a skating area for the kids.

Mr. Centner, Co-Chairman of the Quinnipiac Linear Trail Advisory Committee stated, the skating aspect of the project is a private enterprise. It is not part of the linear trail; a separate skating park. The linear trail is a trail throughout town for rollerblading, cycling, walking, etc. We are planning on having a ribbon cutting ceremony on June 3rd for the first phase. We may be running behind on constructing the entire length. The front loop is by the street and we are starting to head towards the river for the almost 1 mile run. We are hoping to be complete at least for an opening on June 3rd. The rain has not helped at all.

With regards to Community Pool, Mr. Melillo asked, when was the last time the bottom of the pool was inspected.

Mayor Dickinson stated, Mr. Dooley stated recently that the bottom had been re-painted.

Mr. Parisi stated, Mr. Dooley stated that last week. He also stated that the pool would open on time.

Mayor Dickinson stated, it would be inspected prior to it being re-opened late Spring.

Mr. Knight stated, the pool still has water in it; you have to have water in it during the winter. It is important to have a lot of weight on top of the surface of the pool. Last fall it was scraped completely, according to Mr. Dooley. The pool will be drained shortly at which time it will be painted. After it is painted, it will be allowed to cure until almost the end of June at which time the pool will be opened. As much professional advice and input as possible has been solicited from the paint manufacturer, contractors, and everyone else who has been involved in the thing.

Public Question and Answer Period was closed at this time.

ITEM #6 Consider and Approve a Transfer of Funds in the Amount of \$15,000 from Overhead Conductors Acct. #700-365 to Street Lights Acct. #700-373 – Electric Division

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

Wm. Cominos, General Manager of the Electric Division explained how the division had budgeted \$12,559 in Acct. #373. The department has exceeded that amount by \$8,147.42 because of the department's re-lamping of Route 5 from one end to the other known as group replacement. Rather than go back and forth every time a light is out, we went from one end to the other, replacing every light, every bulb and every photo eye. We should get 20,000 hours out of those bulbs from that point forward. It is the more economical way of replacing bulbs. These are not decorative lights, but the lights on the wooden poles.

Mr. Farrell stated, back around 1987 when the Beautification Committee, now known as Wallingford Center, Inc., got started, it was said that gradually the whole town would get the decorative lamps. It doesn't seem as though we have a plan saying where the lights will go. For instance, we had a recent change in plans for the back parking lot because someone thought the decorative lights should be installed at the Town Hall. Do we have a plan?

Mayor Dickinson answered, that is a facet that is implemented with our streetscape improvements and have been oriented to the downtown. The first venture beyond the downtown area was Quinipiac Street. Whether every street in Town would ultimately have it is an open question. As we do streetscape improvements, that is a primary part of it. We have areas that have been slated but have not been able to move ahead; one is Center Street from Fair Street to Elm, the area from Prince Street to Church Street on Route 5 which had been part of an investigation by the Electric Division as to electric easements and other issues associated with under grounding of overhead lines in that area. Hall Avenue is a potential area or Caplan/Wooding Property which have all been discussed. The areas that have been discussed but have no formal plans yet are Hall Avenue, along Route 5, Church Street to Prince Street and the Caplan/Wooding area and Fair Street to Elm on Center Street. Those areas have all been identified but, for one reason or another, are in stages of coming to completion or becoming active projects.

Mr. Farrell suggested that it would not hurt to try and develop a plan as to where the Town is going with its decorative lighting program.

Mayor Dickinson stated, it takes anywhere from 5-10 years to bring one area from planning to construction. It will be a significant period of time before a major portion of the downtown would all have those lights.

Mr. Farrell replied, I am still very young and can wait a long time.

Mr. Vumbaco asked, is it our responsibility to replace lights along Route 5, a state-owned road?

Mr. Cominos answered, the street lighting is the responsibility of the town.

Mr. Vumbaco asked, is the work being performed by Town employees or a private contractor?

Mr. Cominos replied, our personnel.

Mr. Vumbaco asked, and in the planning going forward will it still be our personnel?

Mr. Cominos answered, at this point, yes.

VOTE: All ayes; motion duly carried.

ITEM #7 Report Out from the Mayor and Law Department on the Current Procedures and Various Specific Details Regarding Open Space Purchases as Requested by Councilors Brodinsky, Papale, Vumbaco and Zappala

Mr. Brodinsky stated, this was put on the agenda because we perceive that there may be some confusion about how the Town goes about purchasing open space. He does not want confusion about how we go about buying land to jeopardize the program going forward. We thought it would be useful if the Mayor gave us a brief overview insofar as that may be humanly possible, knowing all of the variables and complexities. A report out on how do we go about identifying open space; negotiating for it; financing it and any other issues that the Mayor may deem relevant would be helpful. We have requested a follow-up item on the next Council agenda at which time the subject will be; do we need to adjust any of our procedures and, if so, what adjustments are necessary so that if anyone has any comments about the wisdom of how we do what we do, if anyone has any suggestions about ways to improve it, that would be beyond the scope of the agenda request. If the Chairman rules you out of order if you make a comment like that, blame me, don't blame the Chairman, because my request on the agenda item is very narrow. It is, what are we doing now, rather than what have we done in the past or what might we do in the future. Also, it was not the intent of the agenda request to re-live past transactions. If anyone has any comments or observations about what happened in a past transaction and if the Chairman rules you out of order, don't blame the Chairman, blame me. I did not intend that kind of discussion to be within the scope of this agenda request.

Mayor Dickinson stated, in general, property owners have been contacted by letter, telephone and direct visitation. Locations of potential purchases have come to our attention by contact from owners, developers, Realtors, members of the Town Council, members of the Conservation Commission. Property owners have been told that the Town could be interested in purchase; the purchase of a right of first refusal; purchase of development rights, as well a sale with possible life use thereafter. Upon the identification of a piece of property with a potential interested owner, the Town Council is notified; discussion occurs in executive session; if interest is there, the Conservation Commission is notified; the Conservation Commission schedules a time to review the property and provide a report. Once the report is received, upon digesting and understanding the report, an appraisal can be obtained. Once the appraisal is obtained, the property owner is contacted with regard to price and other terms. From then on there are regular reports back to the Town Council regarding the price issue; what the property owner is interested in doing or not doing, and ultimately there is an approval or failure to approve an agreement. Financing is done through an ordinance and the Program Planning Office is the office that keeps us abreast of the availability of state grants. Generally, we do not look to the state grants where we potentially have the possibility of major improvements on the property; ball fields or something of that kind, as the state grants do not allow that as a potential

future for the property. We have purchased a number of properties; every purchase has been different from another one. It is a complicated process.

Mr. Brodinsky asked, who typically does the negotiating on the price? You, the Law Department?

Mayor Dickinson stated, at times I have been involved, more often the Law Department has handled that.

Mr. Vumbaco stated, the right of first refusal was mentioned by the Mayor; it has been discussed, do we actually ask for that?

Mayor Dickinson answered, yes, we have. When letters have been sent out we have proposed that. It has been proposed in discussions with property owners. To date, we have not found anyone interested in providing that to us.

Robert Sheehan, 11 Cooper Avenue asked, do you usually use two appraisals or one when obtaining an appraisal?

Mayor Dickinson answered, we don't always use two appraisals. Frequently there are two. If you involve the state grant process, that does require two appraisals. We would not typically have two appraisals where it would not be required.

Mr. Sheehan asked, on our most recent purchase, Washington Trail and Scard Road, some grant funds were used to help us buy the land. At the time it was discussed here, I believe you only had one appraisal. Have you had the second appraisal performed since that time?

Mayor Dickinson answered, yes, the second appraisal has come in.

Mr. Sheehan asked, can I inquire as to what the second appraisal figure was?

Mayor Dickinson stated, the second appraisal is \$900,000., the first appraisal was \$960,000.; it was about a \$60,000 difference.

Mr. Sheehan stated, our bottom line figure we went by was the \$960,000 appraisal. We bought the property based on the \$960,000 appraisal.

Mayor Dickinson stated, we actually paid more than the \$960,000. Understand, we used the \$960,000 figure but no appraiser will tell you that the figure he or she puts on the property is exactly the value of the property. It is always a range. We would expect it to vary a certain amount on either side.

Mr. Sheehan stated, I have no qualms with any of the properties that we bought, just with the methods by which we have obtained them. We always are in this position of having our backs up against the wall if we don't act on it immediately. There is a piece of property on the west side of town, which is a unique situation since most of the open space is on the east side of town, that a gentleman has come before P&Z with a plan to develop. I don't deny the fact that everyone is entitled to a profit on what they do, but if we can get that piece of land and give that developer a reasonable profit, maybe we should do it now before he expends money to go through the entire process and then we are faced with paying more if we want to acquire it. We did it with the Terrell Reserve; Cooke property; and Tyler Mill property. Every time I see the commercial where the fellow is selling his house and a gentleman comes along and likes the house but thinks the price is too low, therefore he offers to double it and want to pay cash, I think of Wallingford. Somebody has to take responsibility for our actions. It seems as though no one is steering the ship. If it falls in the hands of the Conservation Commission, fine, but something has got to be done. We need a long range plan, such as setting aside a little money each year, or applying for state grants. Has anyone ever gone to a property owner from town, and asked for a right of first refusal on any open space property left in Wallingford?

Mayor Dickinson stated, I have done that myself on a couple of occasions.

Mr. Sheehan commended the Mayor for his actions stating that such action should be taken on at least a once a year basis, whether it be the Conservation Commission, an appointed individual, etc.

Mayor Dickinson stated, a significant part of our efforts is the plan developed by the Conservation Commission and their outlining of areas of significance in the Town. The Commission has a very serious and vital role in the process of purchasing open space. We rely upon them to give us an idea of the value of a given piece and how it fits into an overall view of the community.

Philip Wright, Sr., 160 Cedar Street asked if letters have been sent out specifically requesting the right of first refusal and such to various property owners?

Mayor Dickinson answered, letters have been sent out; I don't know about recently, but they have been sent out when we had a long list of properties.

Mr. Wright asked, specific to the right of first refusal and the like?

Mayor Dickinson answered, it listed all of those options.

Mr. Wright asked, was it one letter that went out or a bunch of them?

Mayor Dickinson answered, a letter went out and then I have directly stated that on several occasions myself to property owners.

Mr. Wright asked, if I wanted to see what is in print, where would I get a copy of that letter or others such letters?

Mayor Dickinson answered, we can show you a copy of the letter that went out.

Mr. Wright stated, I would like to see that; I will come up and get one.

Mr. Rys asked, a copy of the letter to the party? Or a copy of the letter? We are not identifying parties, right?

Mayor Dickinson stated, it will be a copy of the letter. We will not have the address on it.

Pasquale Melillo, 15 Haller Place, Yalesville stated, there could be improvement in the area of negotiating tax abatements for the best price possible for the purchase of open space.

Mayor Dickinson stated, there is no authority to provide tax abatements or tax breaks other than a property owner applying for the farm land or an open space tax reduction that can be applied for but you have to meet certain criteria. We don't have any authority beyond what the state law provides.

Mr. Melillo asked if all the parties involved in the open space process meet to discuss potential purchases or is there a "Lone Ranger" scenario being played out?

Mayor Dickinson answered, all the parties are in communication.

Geno Zandri, 37 Hallmark Drive asked, when the Town is finally notified of a potential piece of property that is up for sale, whether it be notified by a property owner, Councilor, etc., is it standard practice that every piece is researched as far as whether or not it is viable for the Town to consider the purchase?

Mayor Dickinson was not sure what Mr. Zandri meant by research. He stated, the Council is notified and generally the Conservation Commission and depending upon the piece of property is received, as to whether there is interest in going further or not. Previously before the Conservation Commission had a plan, it was probably more wide open but now that they do have a plan and idea of areas of significant interest, it has narrowed its focus.

The next step upon identification would be how the Conservation Commission would use the piece.

Jeff Borne, Chairman, Conservation Commission stated, in every purchase the Town has made, the Conservation Commission has received a letter from the Mayor saying that a party has expressed interest in talking to the Town about their property. Our primary role is to go and review that property, take note of its natural resources, its access, how it fits in with other open space in town, how it fits into our plan of open space conservation. That is the kind of research that we do. We have a check list that we use and we typically prepare brief letter report and pass it back to the Mayor on how we rate that property in terms of how we feel it fits the plan.

Mr. Zandri stated, I wanted to know if every piece that was brought forward would be researched. What I mean by researched is to go through the process, whether you (Conservation Commission) get involved or other departments get involved, that is what I want to make sure; when a parcel is brought forward, at least it is given consideration by the parties involved.

Mr. Borne answered, yes. The Conservation Commission has reviewed all of those properties. We send our comments back to the Mayor and then we typically come to an executive session to answer questions and we are also available at public hearings at which time the Council makes the determination whether or not they are going to appropriate the dollars to purchase that land. We don't get involved in the price aspect.

Mr. Zandri stated that he was not concerned about price because price could thwart a deal. I just wanted to make sure that once a parcel is brought forward, it goes through the normal process, what ever that may be, for consideration.

Mayor Dickinson stated, if the Council expresses no interest in a piece, then there would probably not be a pursuit of it. Typically, most people do not know much about the pieces and it does go through discussion with the Council and Conservation Commission.

Wes Lube, 15 Montowese Trail stated the he wanted to talk to the Council about their real estate efforts, which he is sure were very well intended. He asked for the opportunity to talk to the Council in a non-partisan way and hoped the Council would receive it in such fashion. He stated, as recently as nine years ago, back in July of 1991 the Council was debating the purchase of the Wooding and Caplan properties. It was a Councilman named Peter Gouveia who asked if the appraised value of the property was in line with the purchase price. Mayor Dickinson responded, yes, the Wooding property was appraised at \$1,050,000. and the Caplan property was appraised at approximately \$430,000 and the purchase price is those appraised figures.

Mr. Parisi stated, I thought Mr. Brodinsky was very specific on dealing with the present and future (open space issues) and not going backward.

Mr. Brodinsky answered, that is exactly right. In all fairness to the Mayor and others answering questions, the agenda request that we made specifically excluded an inquiry into past transactions because that is another play for another day; subject of another discussion at another time. Ways to possibly improve the process was not within the scope of my intent for tonight. I just wanted to know, as of right now, how we go about purchasing open space; the roles of the various parties; the Conservation Commission; the Mayor's Office; Law Department... what role currently does each play and how the process should unfold if we had a deal right now. When I opened the remarks, I said to blame me, not the Chairman. My agenda request is very narrow and is a subject that maybe needs to go into but, if so, that is another issue for another day. We have an agenda request in for a future time in dealing with the discussion of whether or not we need to improve our procedures and, if so, how? It is very possible that your remarks may play into that discussion. The narrow focus is, how do we do it now?; not what we may have done at a prior transaction. Blame me and no one else. I specifically asked the Chairman to keep the discussion focused on our narrow request.

Mr. Lubee replied, a Councilman cannot restrict the public's comments, he can restrict the Council's...

Mr. Parisi corrected Mr. Lubee stating, we can ask you to...

Mr. Lubee interrupted Mr. Parisi to ask that he be allowed to finish his statement.

Mr. Parisi stated, you will speak within the confines of Councilman Brodinsky's request. That is what you will do.

Mr. Lubee stated, I think I am going to if you give me a chance to do it. I understand the parameters in which I have to speak and I will repeat what I just said, if I may; a Councilman cannot restrict the comments of the public.

Mr. Parisi replied, the Chairman may do that, yes he can.

Mr. Lubee explained, If I may continue; I was not making an inquiry about the precedent that was set in 1991, contrary to Mr. Brodinsky's comments. I was merely citing that as an example and I think that is perfectly in order...

Mr. Parisi interrupted to state, I rule what is in order, sir, and it is not in order, o.k.? As Mr. Brodinsky explained to you, he was very specific in his request.

Mr. Lubee asked, how can you (Chair) examine what is being done unless you look at it in the light of what has been done before?

Mr. Parisi replied, he (Mr. Brodinsky) very clearly explained that this, evidently, is going to be just one phase of several questions and perhaps that will be addressed in the future. He said very clearly that tonight he wanted to discuss the process as it is. That is what we are doing. That does not involve any history, it is just as it is now; how is it conducted? That is very simple. He said it very, very clearly.

Mr. Lubee asked Mr. Borne, does your commission attempt to look for properties that would be ideal potential school sites, for example?

Mr. Borne answered, no, the use of the properties that we have reviewed to date, we have never considered their use as a school site.

Mr. Lubee asked, do you look for flat areas that would be ideally suited for ball fields or recreation areas of any kind?

Mr. Borne answered, when we review a property we do note the topography and if it is predominantly flat or if it is a mix of rolling and flat lands and ledge and all that. We do take that into account in our review of the property.

Mr. Lubee asked, if it were particularly well-suited for the development of, let's say a soccer field or fields, is that something that you are cognizant of, conscious of, sensitive to?

Mr. Borne answered, we are a commission of seven so everyone brings some thoughts to the table. Typically, recreational potential aspects of properties are discussed.

Mr. Borne asked, what would you like to see done with open space as a commission? What are you trying to achieve?

Mr. Borne answered, overall, I am attempting to speak for the commission, as a body....I think, in general, our intent is to address the charge that the Mayor gave us when we were put into order back in 1997 and that is to identify areas in Town that we think are important to remain in an undeveloped state and predominantly to preserve the rural aspects of the town and to present some aspect of balance between the development forces and those forces that say there are a lot of things we like about Wallingford just the way it

is today. We are attempting that balancing act and trying to leave as much flexibility as we can in terms of what will ultimately become of those properties.

Mr. Lubee stated, I was interested, in particular, of your comments about wanting to preserve the rural composition of the Town and the wooded areas, forested areas, etc.

Mr. Borne added, and farms and fields. That does count heavily in our review of the properties.

Mr. Lubee stated, when you recommend the purchase of a given property...if you are recommending that the Town purchase a parcel, when you have that in mind, the streams and fields, rural appearance, etc., aren't you somewhat disappointed, as a commission, to discover that we did not apply for state grants in order that we might be able to develop that land for other purposes? Be honest, please.

Mr. Borne answered, we recognize that is one of the consequences of not using state funds and I suppose in some ways we feel that, who knows what the future will bring, but if at some point in the future a school is needed, I think we are talking about terms of balancing. Many of our purchases, there are opportunities to blend municipal utility needs or public work needs, for lack of a better term, with the kind of rural open space scenario I was talking about. I think, in many instances, that balance can be achieved on the open space parcels. If I had my personal druthers, I would lock up every piece as field and forest, and that is my personal opinion.

Mr. Wright asked Mr. Brodinsky, in the future when it is your intent to limit the discussion very narrowly, would you please try to be more specific so that those of us who do not read between the lines, don't spend a lot of time coming here thinking we are going to get an open discussion.

Mr. Brodinsky replied, that is a good point. In our agenda request, which is a full page in length, we had a note at the bottom of our agenda request which said, "specifics regarding past transactions are not the focus of this report, rather the report out is addressed to how the process works now". We wanted to be as clear as we could as to our intent. How the agenda is typed up and presented after that, I don't have any control over.

Mr. Wright stated, I don't know that and I come prepared to discuss things in general and not to be very narrowly restricted.

Mr. Brodinsky recognized Mr. Wright's concern.

Mr. Parisi stated, with all due respect, it was done the way it should be done. We cannot, with an agenda, go into developing double paragraphs, it just doesn't work that way. I commend you (Mr. Brodinsky), you were very fair in your request. We discussed in on the phone and then you submitted the request with a note on the bottom. Unfortunately, if it is not as clear as you (Mr. Wright) would like to have it, it was extremely clear to the Councilors as to what Mr. Brodinsky's intention was. If you should ever pick your agenda up in person or something, hopefully, it may be called to your attention.

Mr. Wright stated, we get the agenda and most of us can read. Most of us do not try to pick apart the little, tiny nuances of something of this sort. That is my problem and I am sure I am not the only one. We thought, when we came here tonight, that we were going to have the opportunity to discuss things openly. If you are going to be so narrow, please, so the average Joe out there, who has an interest in this...all of us who got up here tonight are very much interested in purchasing open space, give us the help.

Mr. Parisi read Item #7 into the record stressing the language "report out from Mayor and Law Department on the current procedures...".

Pasquale Melillo, 15 Haller Place, Yalesville referred to the language, "...and various specific details" in the agenda item, which he believes allows the public to address open space issues from the past. How can one discuss anything in the present and future without relating to the past? The past dominates the present and the future.

No further discussion occurred; no action taken on this item.

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 Tax Refunds, seconded by Mr. Farrell.

VOTE TO WAIVE RULE V: All ayes; motion duly carried.

Motion was made by Mr. Rys to Approve Tax Refunds (#386-388) Totaling \$1,234.34, seconded by Mr. Farrell.

VOTE: 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 Setting a Public Hearing on a Capital and Non-Recurring Ordinance, seconded by Mr. Farrell.

VOTE TO WAIVE RULE V: All ayes; motion duly carried.

Motion was made by Mr. Rys to Set a Public Hearing for May 9, 2000 at 7:45 P.M. to Consider and Approve an Ordinance Appropriating \$2,420,000 for the Planning, Acquisition and Construction of Various Municipal Capital Improvements 2000-2001 and Authorizing the Issuance of \$2,420,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose, seconded by Mr. Farrell.

Robert Sheehan, 11 Cooper Avenue asked, is that the same night on which the budget is adopted?

Mr. Parisi answered, yes.

Mr. Sheehan asked, is the public hearing before you adopt the budget?

Mayor Dickinson answered, procedurally, it is usually afterwards.

Mr. Sheehan stated, the Capital and Non-Recurring has money set aside for it already in the new budget, is that the same amount he his asking for or has he increased it? If you are going to adopt the budget before you have the public hearing and there is money already in the budget in the Capital and Non-Recurring and you approve the budget, then you hold the public hearing afterward and the Mayor wants to increase that fund, that is not a public hearing but more of a budget amendment, isn't it?

Mayor Dickinson answered, that is the same dollar figure as what is in the budget.

Mr. Melillo asked for more information on the ordinance.

Mayor Dickinson explained, the ordinance allows the financing of the projects set forth in the budget for Capital and Non-Recurring. This item is to only set the public hearing date.

VOTE: 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 a Transfer for the Electric Division, seconded by Mr. Farrell.

VOTE TO WAIVE RULE V: All ayes; motion duly carried.

Motion was made by Mr. Rys to Approve a Transfer of Funds in an Amount Totaling \$155,000 to Office Furniture & Fixtures Acct. #391 with \$25,000 Transferred from Poles,

Towers & Fixtures Acct. #364; \$50,000 Transferred from Overhead Conductors Acct. #365; \$30,000 Transferred from Underground Conduit Acct. #366 and \$50,000 Transferred from Underground Conductors Acct. #391, seconded by Mr. Farrell.

Correspondence from William Cominos, General Manager of the Electric Division states that the transfer is being requested for the following reasons:

- training for the current Data Processing personnel

This training will provide them the necessary knowledge and understanding of the network infrastructure. This training is necessary for these employees to successfully discharge their respective duties. The total cost is \$15,000 per employee to attend the various Network/Operating System courses.

- provide 170 hours of additional training for the application software vendor

This training will be used for the Tax Office employees, payroll and some additional education for utility personnel.

- provide an additional 600 hours for Project Management to complete the transition from the decentralized environment to a single system.

This time is required to complete the conversion of the tax billing records and assist in the generation of the Town's major issuance of real estate, personal property and motor vehicle bills.

Mr. Centner asked, what is the total program cost to date?

Mr. Cominos answered, to date we have spent and encumbered \$1,706,977.09.

Mr. Centner asked, what areas of the program currently aren't on schedule? Is it that we are not on schedule or are we having difficulties?

Mr. Cominos answered, with any transition of this magnitude, there would be difficulties. The monies we are asking for now, is to provide us with the ability to continue on with the project. The lion's share of the money is to continue on with the project with our project manager.

At this time Mr. Cominos introduced Larry Rusconi, Principal, McGladrey & Pullen who is our consultant. Present in the audience was Peter Anstett, Project Manager for the project.

Mayor Dickinson took a moment to explain the structure; we hired a consultant who aided us in putting together bid specifications; the system was chosen and they are acting as project manager to see us through the process. He stated, they are being paid on a per diem basis. We are seeking more money for them because of the delays and interruptions and problems that we have encountered in the total project. We need them for a longer length of time than what was originally forecasted, hence, you have the matter before you in addition to some other ancillary matters. Then we have the vendor who is installing the software and hardware that has been purchased. The consultant provides the expertise to advise us on the various aspects of what is going on, what is real and what isn't; whether problems are being dealt with properly or not. We do need their continued service because we don't have the in-house expertise to see us through this.

Mr. Centner pointed out that the dollars being requested tonight are 10% of the program cost. Is it more or less a large program that is taking longer or do we have difficulty with hardware compatibility? Is all the hardware that we installed compatible and working or did we have to nix a few things and try something else?

Mr. Cominos answered, the hardware is up and running and is compatible. It is working just fine now. We combined four general ledger systems from a decentralized computer system to a centralized computer system. It is quite an undertaking and we are going to see it through to its fruition. This never ends, I want you to know that. What we have to do when this project, as it stands, comes to its completion, the pyramid committee made up of the Comptroller, myself, Water Division, etc., that we never fall into the same circumstances that we are right now; with six hundred undocumented software programs that create havoc. We need to get into an open architecture-type of software. Right now we are sole proprietary and we were subservient to Unisys at one time. We are heading in the right direction and it is going to take a lot more effort on our part to see that it comes to its completion in a form that we have now but never to stop. We have to continue to look at it from now on.

Mr. Centner asked, what is the yearly program maintenance cost?

Mr. Cominos answered, we do have such a program and what we also plan to do is to have McGladrey & Pullen aboard as advisors to our committee to make sure that we are doing things in a contemporary nature and don't fall back... they look at things a lot more globally than we do. We don't have the in-house expertise to see where we should be going in the future.

Mr. Centner stated, do you see this \$155,000 wrapping everything up and bringing the system on line?

Mr. Cominos answered, this money will take us through to the end of the fiscal year. I have enough money in the next budget to take us through. We are looking to December as when we will be finishing up what is on the books right now. It may go longer but I want you to know that this project will just be on-going as far as looking at it, re-looking at it, prioritizing it, replacing what we have to replace, but at minimum cost rather than the cost that we are looking at, what we have spent to date on this thing.

Mr. Knight asked, was this a software platform upon which we built a unique system or is it a package that we purchased that we have tweaked to our own satisfaction?

Mr. Cominos replied, the new system is off the shelf and what we are trying to do is make sure we don't get into a customized area because as those things are updated, it costs us a fortune. If one of the departments wants to customize a piece of software, it has to come to us with justification. We will look at it and determine whether or not we are going to allow it or not. Our scope is to stay away from customization as much as possible.

Mr. Knight asked, were the problems due to the customization aspects of it or is it the application itself that seems to be...

Mr. Cominos answered, some of the problems we had was that the programs that we had to turn over and re-convert onto ours were not clean at all. To convert them on to our system, to make it work, was an arduous process. There was very little customization that took place. The lion's share was in customizing the electric bill, not in the software to make the electric bills to come out in the proper calculation. That matrix was pretty basic.

Mr. Knight asked, how many different people will be sent for training on the network/operating system?

Mr. Cominos answered, two.

Mr. Knight asked, are they network administrators?

Mr. Cominos answered, yes.

Mr. Knight asked, is the operating system platform Windows?

Mr. Anstett answered, it is an NT, Microsoft NT which is scalable; in today's technology it will be around for a long time. We have seven servers here and with a network of this size, you would have what normally is data processing or IT people; technicians that are MS certified. They know how to handle problems within the network and your network is

fairly complex. The courses will teach them the bits and bytes of the application, especially NT; that is the backbone throughout the whole system.

Mr. Knight asked, what is the rate of pay per hour for the project manager?

Mr. Cominos answered, \$160 per hour.

Mr. Vumbaco asked, what is your projection for the total cost of the project?

Mr. Cominos answered, I don't know.

Mr. Vumbaco pointed out that Mr. Cominos stated that he adequately covered for the computer work in the new budget.

Mr. Cominos answered, I have adequately covered the cost of the use of a project manager in the new budget. Some software enhancements, minimal, were budgeted for in the amount of \$20,000. I don't see it going too much beyond where we are now and what is budgeted for in next year's budget. I think beyond that point is just maintenance of the system and maybe some training.

Mayor Dickinson added, this project is not over and there are a lot of frustrations with what has occurred and it would be very difficult to put a firm view on what can occur from here on out given that there continues to be serious difficulties with the software component and the installation of same and having it up and running. There are major components that are not operating as far as I know. What is the upshot of that? The argument is that we shouldn't spend any more money than exactly what we have approved thus far but to guarantee that will be the result is a very difficult proposition. Our view right now is that the vendor should not receive any more money than what was budgeted but there are continuing issues.

Mr. Vumbaco stated, all I am asking for is what I would expect in any business, a projection of what the total cost is going to be. Then I would expect that at the end of the project that there is an analysis done that takes the actual costs and compares it to what your original budget was; what your adjustments are going forward and an explanation of the variances. I don't think that is anything difficult to ask. I think, as a Councilperson with a fiduciary responsibility for the Town, I would expect that and ask for that. I am not asking Mr. Cominos to peg down what the actual amount will be. I am asking what his estimate is of what the total project cost would be.

Mayor Dickinson stated, I would not want public disclosure as to what we may identify as additional money because we have continuing issues and I don't want to look as if we are

willing to pay any more than what we have already contracted to pay for. I don't want it interpreted by parties that we have contracts with that we are planning on providing "X" amount of additional money.

Mr. Vumbaco stated, we have a contract and that is all that we would expect to be committed to right now anyway. The consultant is requesting \$30,000 for this training, this is a basic, simple scenario that we are going to need, network infrastructure training, why wasn't that in the bid specifications and provided for initially when we put this package together? You had to know going in, that is why we hire consultants, that we need training. Why isn't that in the bid specs; why is it something, all of a sudden, that we need?

Mr. Cominos stated, we had a bid through Intercom which was our hardware supplier to use CCS, the training facility to send our people to. They were part of our bidding; that we could utilize their expertise for their training. There was "X" amount of dollars associated with training. I don't have that money anymore for training. I need this money in order to get my two data processing people trained.

Mr. Vumbaco asked, it was not foreseen that we would need network training? Why didn't we plan for this?

Mr. Cominos stated, we had dollars allocated for training but used it up on our personnel. We did not budget enough money for the training.

Mr. Vumbaco asked, of the \$155,000., how much is being paid to the consultant?

Mr. Cominos answered, \$100,000.

Mr. Vumbaco stated, in transferring this money from four other accounts, what is suffering? What aren't we doing?

Mr. Cominos answered, they are capital accounts and are ongoing accounts. That means these projects are rolled over from last year and I can roll them over to next year. Nothing suffers in these accounts; what ever money I take out of them, I will re-appropriate or re-budget for in the following year. There is enough money from previous year carry-overs to handle this.

Mr. Brodinsky asked if this can be characterized as a garden variety cost overrun? The complexity of the matter was underestimated or was this a situation where flaws in products we received caused us to spend extra dough?

Mr. Cominos answered, the project got started later than we had anticipated. We had to make sure we were Y2K compliant and that put a real rush on all resources, internally and externally. Our consultants put in a lot more time than they had anticipated as did our personnel. I think that is where the lion's share went to as far as if we want to characterize it as overruns. Some additional expense went to trying to be up and running by January 1, 2000 which, by the way, we did accomplish.

Mr. Brodinsky asked, is there a portion of this money that can be recovered because of claims against the people who have supplied us with services or materials?

Mr. Cominos answered, we have an excellent project manager who is continually trying to true up as to what the actual costs were, what we should have spent, maybe what we should not be paying for and if there is such a case, we will definitely explore that and try to get money back for the Town.

Mr. Brodinsky asked, you are and will be asking for advice along those lines?

Mr. Cominos answered, absolutely.

Mr. Parisi stated, that occurred to me also. I cannot believe that, in this situation, there doesn't exist a very, very strong opportunity for reimbursements for something that doesn't appear to have been delivered properly.

Mr. Cominos stated, if it is, we will aggressively pursue it.

Pasquale Melillo, 15 Haller Place, Yalesville asked if the Law Department was consulted fully before the contract was signed with the vendor?

Mr. Cominos stated, all contracts that were signed were passed by our Law Department and Purchasing Agent.

Mr. Melillo stated, it does not appear as though we got any guarantees from this company at all. We should be getting a guarantee for the work we are contracting for.

Mr. Parisi stated, they are going to go back after them and try and get what ever they feel that they are due.

Mr. Melillo stated that he does not want to see another cent of taxpayers' money spent on this issue.

Philip Wright, Sr., 160 Cedar Street asked, why was this item done off agenda? Why was it necessary to handle this tonight so it was not on the Council agenda?

Mayor Dickinson answered, essentially because of the rapidity of what was occurring at the committee meetings. We were made aware that the funds were running out for the consultant and even though the consultant indicated that they would continue to work, knowing that they might not be paid, I did not feel that was an appropriate course of action to follow. We do need their continued presence and support on the project. I am as frustrated as anyone on the project and additional money is not something that is a small item but we absolutely have to have the consultant to continue to advise us in order to see our way through to a conclusion. It was not good for the project or for all of the parties concerned to have this matter linger and wait for a regular meeting. The issue was, do we deal with it tonight or hold a special meeting? It had to be dealt with this week because it is not fair to the parties and too much is happening with the project to have this be a loose item and end up with complications resulting from the lack of funding. We want to proceed with the training of the employees.

Mr. Wright stated, I don't like a subject like this coming in the back door. We discussed the computer two weeks ago and frustration was the word that was used then by you and Tom Myers in the newspaper. How much longer are we going along on this thing? Finally, I hear we have a committee. Who is on this committee?

Mayor Dickinson answered, those departments that are directly involved; Finance Dept., Utilities...

Mr. Cominos added, the Finance Department, Mayor, Utilities Director, Water Division Manager, myself, the consultant and the project manager.

Mr. Wright asked, have we had this consultant on board from day one?

Mr. Cominos answered, yes.

Mr. Wright stated, if I had known this subject was going to be on tonight, I would have stayed home.

VOTE: All ayes; motion duly carried.

ITEM #8 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Lease of Property - Mayor

ITEM #9 Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss Pending Litigation Involving the Matter of Bristol Myers v. Town of Wallingford and the Matter of Barnes Two LLC v. Town of Wallingford – Town Attorney

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

VOTE: Mr. Parisi did not vote; all others, aye; motion duly carried.

The Council entered executive session at 8:48 P.M.

Present in Executive Session were all Councilors, Mayor Dickinson and Atty. Janis M. Small.

Motion was made by Mr. Rys to Exit the Executive Session, seconded by Ms. Papale.

VOTE: All ayes; motion duly carried.

The Council exited Executive Session at 9:48 P.M.

ITEM #10 Consider and Approve the Settlement of Pending Litigation Involving Barnes Two LLC v. Town of Wallingford as Discussed in Executive Session - Town Attorney

Motion was made by Mr. Rys to Approve the Settlement of Pending Litigation Involving Barnes Two LLC v. Town of Wlfd. as Discussed In Executive Session, seconded by Mr. Farrell.

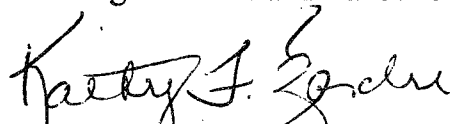
VOTE: All ayes; motion duly carried.

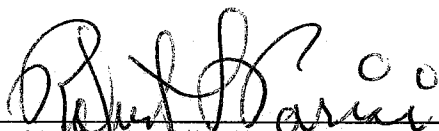
Motion was made by Mr. Farrell to Adjourn the Meeting, seconded by Mr. Centner.

VOTE: All ayes; motion duly carried.

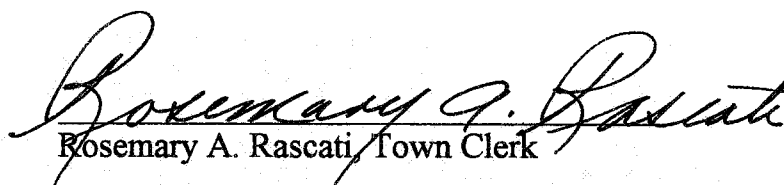
There being no further business the meeting adjourned at 9:48 P.M.

Meeting recorded and transcribed by:


Kathryn F. Zandri
Town Council Secretary

Approved by: 
Robert F. Parisi, Chairman

5/23/2000
Date


Rosemary A. Rascati, Town Clerk

5-23-2000
Date

CONTRACT FOR SERVICES

This Contract for Services is made and entered into and shall be effective as of the 1st day of July, 2000 by and between the CONNECTICUT RESOURCES RECOVERY AUTHORITY (hereinafter "CRRA"), a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, and the TOWN OF WALLINGFORD, CONNECTICUT (hereinafter the "Town").

WITNESSETH:

WHEREAS, CRRA has entered into contracts with the municipalities of Wallingford, Cheshire, Hamden, Meriden and North Haven, Connecticut (the "Municipalities") to provide a resources recovery system (the "Wallingford Project") to accept, process and dispose of certain solid waste; and

WHEREAS, a Policy Board, which includes representatives from each of the Municipalities, has been established pursuant to Section 9.15 of the Amended and Restated Municipal Solid Waste Delivery and Disposal Contracts dated February 1, 1990 between CRRA and the Municipalities (the "Policy Board"); and

WHEREAS, the Policy Board and CRRA desire that certain services be performed in connection with the Wallingford Project;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations made herein, the parties hereto agree as follows:

1. SCOPE AND PERFORMANCE OF SERVICES

1.1 The Town agrees to perform the services described in attached Exhibit A, which is part of this Contract, diligently and in accordance with the schedule, if any, set forth therein.

1.2 The Town agrees that, in the performance of services under this Contract, it shall comply with the provisions of the Anti-Discrimination Rider which is attached as Exhibit B and is part of this Contract.

1.3 The Town shall submit for the approval of CRRA, which approval shall not be unreasonably withheld, an annual budget for each fiscal year which has been approved by the Policy Board and which reflects anticipated total cost and rates and expenses in connection with this Contract. For the purposes of this Contract, such annual budget, as approved by CRRA, shall hereinafter be referred to as the "Approved Budget."

1.4 CRRA shall not be obligated to make any payments pursuant to this Contract which are not in conformity with the Approved Budget or any amendments thereto.

1.5 The Town shall maintain records which shall clearly identify services performed and expenses incurred in connection with the performance of this Contract and shall make these records available for inspection by representatives of CRRA upon request.

2. PAYMENT FOR SERVICES

2.1 CRRA shall pay the Town its reasonable costs and expenses for provision of services under this Contract in an amount not to exceed the amount of such costs and expenses in the Approved Budget for any fiscal year.

2.2 On or before July 15, October 15, January 15 and April 15 of each fiscal year, CRRA shall advance to the Town twenty-five percent (25%) of the total amount of the Approved Budget for such fiscal year in order to provide the necessary working funds for the Town to meet its expenses in carrying out its responsibilities under this Contract. Any amount by which such advances exceed actual expenditures under this Contract will be repaid by the Town to CRRA not later than ninety (90) days after the earlier of (a) the termination of this Contract or (b) the end of any fiscal year.

2.3 On or before October 31, January 31, April 30, and July 31, the Town shall provide to CRRA an authentication satisfactory to CRRA that during the immediately preceding calendar quarter the services to be rendered pursuant to this Contract have in fact been performed and financial statements documenting expenses that have actually been incurred under this Contract during such calendar quarter. The Town will provide CRRA with such further appropriate information as may be reasonably requested.

3. EFFECTIVE DATE AND TERM OF CONTRACT

3.1 This Contract for Services shall be effective as of the date first set forth above.

3.2 The term of this Contract shall not extend beyond June 30, 2005.

3.3 This Contract may be terminated by either party upon sixty (60) days notice in writing.

4. MISCELLANEOUS

4.1 As this Contract cannot, of necessity, cover all contingencies which may arise in the course of its performance, the Town and CRRA agree that in the implementation of this Contract they will each use their best efforts, act reasonably and in utmost good faith, and cooperate with each other so that the needs of the Wallingford Project can, to the greatest extent possible, be met, and be met expeditiously and economically.

4.2 No provision of this Contract may be changed or waived except by a writing signed by the party which is adversely affected by such change or waiver.

4.3 This Contract sets forth the entire understanding of the Town and CRRA with respect to its subject matter and supersedes all prior negotiations and understandings of the parties with respect thereto.

4.4 The laws of Connecticut govern this Contract.

4.5 Neither party may assign any right, duty or interest in this Contract to anyone else without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates indicated below, to be effective as of the 1st day of July, 2000.

CONNECTICUT RESOURCES RECOVERY
AUTHORITY

Date

By _____
Robert Wright
Its President

TOWN OF WALLINGFORD

Date

By _____
William W. Dickinson, Jr.
Its Mayor

EXHIBIT A

SCOPE OF SERVICES

The Resource Recovery Project Coordinator and clerical staff of the Town of Wallingford will perform the following tasks during the term of this Contract:

1. Act as liaison between CRRA and all Town departments, boards, commissions and agencies.
2. Act as liaison between CRRA and the Municipalities, residents of the Municipalities and system users.
3. Assist the Municipalities in taking any actions necessary to assure that the Municipalities will be able to deliver Acceptable Solid Waste (as defined in the Amended and Restated Waste Disposal Services Contract between CRRA and Wallingford Resource Recovery Associates, L.P. dated February 1, 1990) to the Wallingford Project.
4. Provide staff for the Policy Board established under the Amended and Restated Municipal Solid Waste Delivery and Disposal Contracts dated February 1, 1990 between CRRA and the Municipalities.
5. Assist CRRA and the Municipalities as needed (and as time permits consistent with the above tasks) with other tasks, including but not limited to source reduction and recycling activities, required for successful operation of the Wallingford Project.

EXHIBIT B

ANTI-DISCRIMINATION RIDER

Town agrees to the following: (1) Town agrees and warrants that in the performance of the services set forth in Exhibit A of this Contract, Town will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Town that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Town that such disability prevents performance of the Services involved; (2) Town agrees, in all solicitations or advertisements for employees placed by or on behalf of Town, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (3) Town agrees to provide each labor union or representative of workers with which Town has a collective bargaining agreement or other contract or understanding and each vendor with which Town has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Town's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Town agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and (5) Town agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Town as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.

**RESOLUTION AUTHORIZING MAYOR TO SIGN CONTRACT
WITH CONNECTICUT RESOURCES RECOVERY AUTHORITY**

RESOLVED:

- 1. That the Mayor of the Town of Wallingford is hereby authorized and directed to execute the Contract for Services between the Connecticut Resources Recovery Authority and the Town of Wallingford dated July 1, 2000 which outlines the conditions under which the Connecticut Resources Recovery Authority will provide funding to the Town of Wallingford until June 30, 2005.**
- 2. That the Comptroller of the Town of Wallingford is hereby authorized and directed to establish a separate checking account for purposes of such grant.**

Town Hall Parking Lot

Benefit Analysis

Existing (prior to construction) *

	77 standard size parking spaces				
	3 handicap	"	"	"	
total	80 standard	"	"	"	*

proposed (now under construction) *

	91 standard size parking spaces			
	5 handicap	"	"	"
	96 standard	"	"	"
	*-14 reserved for American Legion tenant			
total	82 standard size parking spaces			

54 compact only size parking spaces

Total Benefit

2 standard size parking spaces			
54 compact size	"	"	"

The apparent 2 increase in standard sized parking spaces is misleading. Unrestricted parking really has no increase for standard size cars because handicap parking increased from 3 to 5 spaces.

Cost Analysis

Lacy property acquisition and demolition	\$222,000
5 year lost interest or debt service 3/28/95	55,000
American Legion acquisition	194,000
5 year lost interest or debt service 1/24/95	48,500
parking lot construction	98,000
Total	\$618,151

Cost per added parking space

56 added parking spaces of which 54 are limited to compact sized cars

$\$618,151 \div 54 = \$11,447$ per compact parking space

Unaddressed problems

1. How do we prevent compact cars parking in spaces intended for standard sized cars because the standard sized cars cannot park in compact spaces.
2. Do we have to erect 54 signs saying "This space for compact sized cars?"

*Source: Wallingford Engineering Dept.