

ANNUAL REPORT - 1999
WALLINGFORD FIRE PREVENTION BUREAU

The following information was compiled by the staff of the Wallingford Fire Prevention Bureau to present an overview of the responsibilities and accomplishments during calendar year 1999.

Presented by:

***Fire Marshal Joseph P. Micalizzi Jr.**

***Deputy Fire Marshal Thomas A. Hanchuruck**

***Fire Inspector Richard B. Forman**

***Senior Clerk Laura Watson**

***Clerical Assistant Carol Boehlert**

WALLINGFORD FIRE PREVENTION BUREAU

MISSION
STATEMENT

TO ACTIVELY PURSUE THE HIGHEST
STANDARDS OF LIFE SAFETY
WITHIN THE COMMUNITY
THROUGH EDUCATION, INVESTIGATION,
AND ENFORCEMENT

INTRODUCTION

1999 has been a year of change in personnel for the Wallingford Fire Prevention Bureau.

In April of 1999, the Town of Wallingford appointed a new Fire Marshal, Joseph P. Micalizzi Jr. Prior to his appointment, the Senior Clerk's position was vacated. Since his appointment, Fire Marshal Micalizzi has conducted interviews and Mrs. Laura Watson has been hired as the new Senior Clerk.

Although the Fire Prevention Bureau has maintained the highest caliber of quality inspections and services to the community, the new Fire Marshal has gradually made some administrative, policy and procedural changes to upgrade and improve operations in the Bureau. These upgrades will be outlined throughout the following report.

PLEASE NOTE: The format of the annual report will be by calendar year and will be issued in the first quarter of the following year.

PLAN REVIEW AND CONSTRUCTION PROJECTS

The Plan review process is the foundation for all new construction projects and insures that both new construction and existing building renovations meet all applicable fire and life safety codes. This is also a necessary process in approving fire code violation corrections to insure they meet the code when corrections require alteration or construction to buildings.

All plan reviews are now being done directly by the Fire Marshal. The Fire Marshal also does all inspections of newly installed fire protection equipment and systems for acceptance by the Building Department for issuance of a certificate of occupancy. This change insures continuity and awareness of building projects and has brought about a smoother and more streamlined plan review process for contractors and developers. They now know whom they have to contact and to what standards they will be required to meet. One person is responsible from start to finish.

A plan review office area has been established in the conference room at Central Fire Headquarters with an appropriate drafting table, bookcases and filing cabinets for centralized storage of plans and construction documents. Copies of codes and standards have been purchased for easy reference. This area is also used for construction project meetings with contractors, developers, architects and engineers. Prior to this, plans were reviewed at the individual inspectors' desks, which was inappropriate for large-scale plan review.

Some various construction projects that have been completed in 1999 or that are still ongoing in 2000 are;

1. Kohl's Department Store
2. Applebee's Restaurant
3. Chili's Restaurant
4. Bristol Myers, Squibb Daycare Building
5. Zoot's dry cleaning facility
6. Home Depot
7. Wallingford Energy Project
8. Wallingford Senior Citizen Center

In 1999 the Fire Prevention Bureau has completed several hundred site plans, preliminary, and construction reviews totaling several thousand pages of plans.

INSPECTION AND ABATEMENT

In the latter part of 1999, the Fire Prevention Bureau initiated a Target Hazard Inspection Program to help identify the most likely properties that sustain the highest rate of civilian deaths and injuries due to fire. As reported by the National Fire Protection Association and the Connecticut Fire Incident Reporting System, our communities residential properties have the highest incidents of property loss, injuries and deaths. This office has identified through the Tax Assessors Office data bank all multiple unit housing comprising of three unit apartment buildings or greater (318 structures) and has initiated inspections of these properties. These inspections will last through the summer of 2000 at which time this office expects to have all residential properties code compliant. Most targeted properties have not been inspected since prior to 1995. When this phase of the Target Hazard Inspection Program is completed, the next highest target hazard properties will be identified and inspected. In 1999, this office conducted 573 activities.

This program falls far short of the mandated annual inspections of all properties in the Town of Wallingford covered by the State Fire Safety Code. However, this office has determined that the most effective means of protecting life safety, while at the same time attempting to limit the town's liability for not inspecting all properties annually, and taking into account the limited manpower and time available to this office, that this program would best demonstrate a concerted effort to bring all structures up to code.

This office continues to do permitting and licensing inspections for various other types of occupancies as required and requested during the target hazard inspection program. Complaints from the public and referrals from other agencies are continuously handled on a daily basis.

In order to insure quality control of all inspections and permits, the Fire Marshal has initiated a system that requires the Fire Marshal to check and initial each inspection report prior to it being sent to the building owner.

FIRE INVESTIGATIONS

The Fire Prevention Bureau conducted seventeen fire investigations during calendar year 1999, eleven of which were accidental, two incendiary, and four undetermined. One arrest was made on arson related charges.

State statutes require that the Fire Marshal or his designee conduct investigations to determine the origin, cause, and circumstances of all fires within his jurisdiction. Although many fires are determined by the Fire Department Officer on scene when the cause is apparent, it becomes necessary to call in state certified investigators when the origin and cause is not easily determined or when the fire appears to be suspicious in nature. All members of the Fire Prevention Bureau are state certified as experts in the field of fire origin and cause determination, and two have experience testifying in court as origin and cause experts. We also have the resources and training to coordinate with other investigative agencies such as the Wallingford Police Department, Office of State Fire Marshal Investigations Division, State Canine Accelerant Detection Unit, and when necessary, the FBI and/or A.T.F.

PUBLIC FIRE EDUCATION

Efforts to educate the public and make the citizens and visitors of Wallingford more aware of the dangers of fire in an effort to reduce injuries and property loss are paramount. This office alone can not provide the manpower and hours needed to educate the public without the cooperation of the Wallingford Fire Department. This office coordinates training and public presentations hand in hand with the Fire Department. Our inspectors provide training materials and audio and visual aids as well as giving presentations when our office hours permit. Unfortunately, our overtime budget restricts how much public exposure we may maintain after business hours. Some of the services this office has provided to the general public in 1999 include:

- ✓ In service training for local health care agencies, municipal departments, civic organizations, and local businesses.
- ✓ Production of public safety announcements on local government television.
- ✓ Safety displays and fire prevention materials at town events.
- ✓ Fair Plan and CFMA statewide poster contest for all 4th & 5th graders.
- ✓ "Smoke Detectors Save Lives" banners displayed on firehouses and public buildings.

INFORMATION MANAGEMENT

Perhaps our most concerted efforts in the past year have been in the information management systems that have been incorporated and updated in the Fire Prevention Bureau. New hardware has been purchased and existing hardware updated to efficiently utilize the "Firehouse" program already installed in our machines, saving approximately six thousand dollars from the capitol expenditures program that would have been used to purchase a customized software package. This office has networked with the Fire Department to provide an overall property management system that will provide information, record keeping, generate inspection reports and violation notices, track ongoing inspections, pre-fire plan, and produce reports.

We are currently working with the Tax Assessor's Office to transfer their property tax base into our system. Hopefully, when this is completed, the Fire Prevention Bureau and Fire Department will have a complete database of every structure in the Town of Wallingford. This will certainly aid in future Fire Prevention Target Hazard inspection programs since we will be able to identify what building categories need to be targeted and where they are located.

All members of the Fire Prevention Bureau and Fire Department staff have worked diligently on this project and have devoted hundreds of man-hours. Even though it is still being fine-tuned, it appears that the program will meet our needs well into the future.

PERMITS

Permits are issued to various agencies and commercial farms on basis of individual need. Permits for vegetation management are issued to monitor fire safety conditions and air quality compliance. Blasting permits are issued to certified contractors where applicable for development of construction sites and the installation of utilities. Pyrotechnic permits are also issued for all special events and fire works displays in the public and private sectors. A certified member of the Fire Prevention Bureau accomplishes inspection and monitoring of these permits. At times, it is necessary to schedule overtime assignments to monitor compliance with Life Safety Codes.

HAZARDOUS MATERIALS

The enforcement of hazardous materials "Right to know" regulations fall under the auspices of the Fire Prevention Bureau. Inspections and safety meetings are conducted with our local industries to help ensure that adequate levels of safety are met. This year approximately 126 local industries were surveyed and required to report the types, locations and amounts of hazardous materials used in processing. The Fire Prevention Bureau correlates, verifies and distributes this information to the Fire Department for the protection of emergency response personnel and the general public.

UNDERGROUND STORAGE TANK PROGRAM

The Fire Prevention Bureau conducts on site inspections of all underground storage tank installations, certifications, abandonment and removals. The purpose of the inspections is to help ensure that applicable installation and maintenance standards are met. Approximately 45 tanks have been brought into the Department of Environmental Protection registry this year.

OUTDOOR AMUSEMENTS

Inspections of outdoor assembly events including carnivals, outdoor amusements, open air tents and special events such as the Taste of Wallingford, are conducted with the State Fire Marshal and local building officials. The moderate summer season highlights these activities and approximately 20 events.

CONTINUING EDUCATION REQUIREMENTS

State Certified Fire Marshal Personnel assigned to the Fire Prevention Bureau are required to maintain a high skill proficiency level. Each employee is required to achieve a state mandated 30 hours of continuing education yearly. The required training helps us stay abreast of a dynamic and constantly changing public safety environment. This year, as with years in the past, all members of the Fire Prevention Bureau have met their training obligations in a professional manner and are current on the latest information available. Also, outside training and seminars, as well as professional organizational meetings are an integral part of networking and staying abreast of ongoing changes in codes and legislation.

The Wallingford Fire Prevention Bureau will continue to monitor and assess the needs of our community to deliver services and public safety so richly deserved by our towns residents, visitors and business community.

To all of the citizens of Wallingford, thank you for your continued support.

Wallingford Fire Prevention Bureau

End of report

TOWN COUNCIL MEETING

SEPTEMBER 12, 2000

6:30 P.M.

AGENDA

Blessing

1. Roll Call & Pledge of Allegiance
2. Correspondence
3. Consent Agenda
 - a. Consider and Approve Tax Refunds (#34-63) Totaling \$17,551.48 – Tax Collector
 - b. Approve and Accept the Minutes of the August 15, 2000 Town Council Meeting
 - c. Approve and Accept the Minutes of the March 1, 2000 Special Joint Meeting of the Town Council and Public Utilities Commission
 - d. Consider and Approve a Transfer of Funds in the Amount of \$400 from Operating Expenses Acct. #001-2020-401-4100 to Capital Acct. /Copier Acct. #001-2020-999-9913 – Animal Control Officer
 - e. Consider and Approve a Waiver of Bid for Service with Colony Ford of Meriden for Repair Work Performed on a Command Vehicle Which Exceeded the Town's Bid Limit by \$557.67 – Department of Fire Services
4. Items Removed from the Consent Agenda
5. Consider and Approve Accepting a Donation of \$300 from the Benevolent and Protective Order of Elks to Assist in the Purchase of Rescue Mannequin Equipment For the Wallingford Fire Dept. Training Division – Dept. of Fire Services
6. Consider and Approve Accepting a Donation of Two (2) Rescue Mannequins from Fire Fighters Union, Local 1326 to the Wallingford Fire Dept. Training Division

7. Consider and Approve an Appropriation of Funds in the Amount of \$300 to Other Revenue Misc. Acct. #001-1075-070-7040 and to Rescue Mannequin Equipment Acct. #001-2030-999-9903 – Dept. of Fire Services
8. PUBLIC QUESTION AND ANSWER PERIOD
9. Consider and Approve Conveyance of Property for Parking Lot Purposes from the Wallingford Public Library to the Town of Wallingford – Town Attorney
10. Consider and Approve Changing the Name of a Portion of School House Road, South of Cook Hill Road, to Blue Hills Road – Mayor
11. Report Out on the Status of Community Lake as Requested by Councilor Jim Vumbaco
12. Discussion and Possible Action on Instituting a “Bulky Waste” Pickup Program to be scheduled for a Mutually-Agreeable Date in the Spring as Requested by Councilors Mike Brodinsky and Iris Papale.
13. Report Out from John Thompson, Town Engineer, Regarding the Status of Construction Work on the Pond Hill Road Bridge as Requested by Councilors Brodinsky, Papale, Vumbaco and Zappala.
14. Consider and Approve a Transfer of Funds in the Amount of \$52,000 from Contingency – General Purposes Acct. #8050-800-3190 to Land Acquisitions Acct. #1320-999-9909 for the Acquisition of the MacKenzie Property – Town Attorney
15. Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss the Matter of the State of CT. Dept. of Health’s Final Memorandum of Decision on the Town’s Petition for Declaratory Ruling – Town Attorney
16. Discussion and Possible Action with Regards to the Sate of CT. Dept. of Health’s Final Memorandum of Decision – Town Attorney
17. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Leasing of Real Estate – Mayor

TOWN COUNCIL MEETING

SEPTEMBER 12, 2000

6:30 P.M.

SUMMARY

<u>Agenda Item</u>	<u>Page No.</u>
2. Correspondence - No items presented.	
3. Consent Agenda – Items #3a-e	1-2
4. Withdrawn	
5. Approve a Donation of \$300 from the Elks Club to Assist in the Purchase of Rescue Mannequin Equip. for the Wlfd. Fire Dept. Training Div.	2
6. Approve Accepting a Donation of Two (2) Rescue Mannequins from Fire Fighters Union, Local 1326 to the Wlfd. Fire Dept. Training Div.	2-3
7. Approve an Appropriation of \$300 to Other Revenue Misc. and to Rescue Mannequin Equip. Acct. – Fire Dept.	3
8. PUBLIC QUESTION AND ANSWER PERIOD – Proposed Blight Ordinance; Fuel Tank Removal and Overgrowth at the North Colony St. Abandoned Amoco Station; Unregistered Vehicles at N. Colony St. Property; Lighting, New Parking Lot at Town Hall; Year End Financial Report for F.Y. 1999-2000 Release Date; Conflict of P.U.C./Town Council Meeting Schedules; Bus Signal Violations by Motorists; West Dayton Hill Road Dam; Tree Gone on Wallace Dam; Community Pool Peeling Paint Problems; Quinipiac St. Light Fixtures; Center Street Cemetery Wall	4-11
9. Approve the Conveyance of Land for Parking Lot Purposes from the Wallingford Public Library to the Town	11
10. Approve Changing the Name of a Portion of Schoolhouse Road, South Of Cook Hill Road to Blue Hills Road	11-12

Agenda Item

Page No.

- | | |
|---|-------|
| 11. Report Out on the Status of Community Lake as Requested by Councilor Jim Vumbaco | 12-23 |
| 12. Withdrawn | |
| 13. Report Out from the Town Engineer on the Status of Construction Work on the Pond Hill Road Bridge as Requested by Councilors Brodinsky, Papale, Vumbaco & Zappala | 23-35 |
| 14. Approve a Transfer of \$52,000 to Land Acquisitions Acct. for the Acquisition of the MacKenzie Property | 35-38 |
| 15. Executive Session – 1-200(6)(B) – State of CT. Dept. of Health’s Final Memorandum of Decision on the Town’s Petition for Declaratory Ruling – Town Atty. | 38 |
| 16. Authorize the Law Dept. to Take an Appeal on the State’s Decision on Property Previously Owned by Cooke, now Owned by the Town | 39 |
| 17. Executive Session – 1-200(6)(D) – Purchase, Sale and/or Leasing of Real Estate | 38 |

TOWN COUNCIL MEETING

SEPTEMBER 12, 2000

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, September 12, 2000 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Vice Chairman Raymond J. Rys at 6:30 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Centner, Farrell, Knight, Papale, Rys, Vumbaco & Zappala. Mayor William W. Dickinson, Jr. arrived at 6:47 P.M.; Corporation Counselor Adam Mantzaris and Comptroller Thomas A. Myers were also in attendance.

A blessing was bestowed upon the Council by Eugene Riotte, Deacon, Most Holy Trinity Church.

The Pledge of Allegiance was given to the Flag.

Chairman Rys announced that Item #12 had been withdrawn from the agenda.

ITEM #2 No items of correspondence were presented.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#34 - 63) Totaling \$17,551.48 – Tax Collector

ITEM #3b Approve and Accept the Minutes of the August 15, 2000 Town Council Meeting

ITEM #3c Approve and Accept the Minutes of the March 1, 2000 Special Joint Meeting of the Town Council and Public Utilities Commission

ITEM #3d Consider and Approve a Transfer of Funds in the Amount of \$400 from Operating Expenses Acct. #001-2020-401-4100 to Capital Acct./Copier Acct. #001-2020-999-9913 – Animal Control Officer

ITEM #3e Consider and Approve a Waiver of Bid for Service with Colony Ford of Meriden for Repair Work Performed on a Command Vehicle Which Exceeded the Town's Bid Limit by \$557.67 – Dept. of Fire Services

Motion was made by Mr. Knight to Approve Consent Agenda Items #3a-e, seconded by Mr. Farrell.

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

ITEM #4 Withdrawn

ITEM #5 Consider and Approve Accepting a Donation of \$300 from the Benevolent and Protective Order of Elks to Assist in the Purchase Of Rescue Mannequin Equipment for the Wallingford Fire Dept. Training Division – Dept. of Fire Services

Motion was made by Mr. Knight to Accept the Donation, seconded by Mr. Farrell.

Chief of Fire Services, Peter Struble and Asst. Chief David Beradesca were present for this item.

Asst. Chief Beradesca stated, not long ago the Benevolent and Protective Order of Elks (B.P.O.E.) approached the Fire Dept. to offer a donation of \$300 toward any equipment the department may be in need of. Due to the wear and tear of the department's old rescue mannequins, the Training Department felt that the money would be best used to purchase new mannequins. A phone call from a B.P.O.E. Officer was received just this afternoon informing us that they were offering the department an additional \$512 over and above the \$300 donation. That officer presented the department with a commitment letter stating this information. The department is very thankful for the additional monies that will be used to purchase a small weatherproof structure in which to store the mannequins outside during the warm weather. On behalf of the Fire Department and Chief Struble, I would like to thank the Elks Organization for their generous donation and for their continued positive work that they do for the community.

Mr. Rys stated, I am sure the Town Council expresses the same sentiments.

Ms. Papale asked, will the additional \$512 be addressed this evening in this item?

Chief Struble stated, the Department did wish to recognize the additional goodwill gesture on the part of the Elks tonight, however, the item will be placed on the next Town Council Meeting agenda so as not to confuse the matter this evening.

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

ITEM #6 Consider and Approve Accepting a Donation of Two (2) Rescue Mannequins from Fire Fighters Union, Local 1326 to the Wallingford Fire Dept. Training Division

Motion was made by Mr. Knight to Accept the Donation, seconded by Mr. Farrell.

Asst. Chief Beradesca stated, when the Fire Fighters' Union, Local 1326, heard of the Training Department's intentions, to buy a training mannequin, they quickly stepped in and asked if they could help out in any way. They offered to buy two mannequins for the Training Division. With the funds and the contribution made by the Elks Organization, two mannequins were purchased; one weighing 165 lbs. and the other 55 lbs.; great training weights. We also purchased the storage structure mentioned earlier. These training aids will allow our fire fighters to simulate actual rescues and control of environments. I would like to thank the members of the Fire Fighters, Union for their generosity; not only towards the Fire Department but to the community they serve. I would also like to thank the members of our community for contributing to the Fire Fighters' Annual Fundraiser. These funds enable them to give back to the customers they do serve. I am, indeed, proud of all of our fire fighters and our officers.

Mr. Rys stated, we would like to thank them also; they do a wonderful job and we are very happy with what they do.

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

ITEM #7 Consider and Approve an Appropriation of Funds in the Amount of \$300 to Other Revenue Misc. Acct. #001-1075-070-7040 and to Rescue Mannequin Equipment Acct. #001-2030-999-9903 – Dept. of Fire Services

Motion was made by Mr. Knight to Approve the Transfer, seconded by Mr. Farrell.

David Poach, President of IAFF Local 1326 stated, on behalf of the Wallingford Fire Fighters' Union, Local 1326, the purchase of this training equipment was made, in part, by our member's dues and the residential fundraiser that we conduct. On behalf of our members we are happy to donate this training equipment to the Wallingford Fire Department Training Division, thank you.

On behalf of the Council, Mr. Rys thanked the Union for their contribution to the department and community.

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

ITEM #8 PUBLIC QUESTION AND ANSWER PERIOD

Jack Agosta, 505 Church Street, Yalesville referred to the proposed Blight Ordinance that has been the topic of discussion at recent Town Council meetings. In the minutes of a recent Council meeting, there was discussion around the issue of whether or not an Ordinance Committee meeting was held in the Mayor's Office recently with two members of the committee present; Mr. Knight and Mr. Farrell. Mr. Agosta asked, who is the third person on the Ordinance Committee?

Mr. Zappala replied, I am.

Mr. Agosta asked Mr. Zappala if he was involved in the meeting?

Mr. Knight interjected, in re-constructing the meeting that seems to have gotten everyone's attention, it was an informal discussion and in the meeting was me, the Mayor and Adam (Atty. Mantzaris). That was, I think, the extent of the discussion. It was the Chairman and Corporation Counselor and the Mayor.

Mr. Agosta stated that he was not interested in the meeting, itself, he was wondering whether Mr. Knight was involving Mr. Zappala in the process?

Mr. Zappala replied, yes, I am involved in the process. I was unable to attend the meeting. The particular meeting they had with the Mayor, I was not able to make it but we have been meeting and discussing the ordinance, the three of us, yes.

Mr. Agosta stated that he had mentioned before that he would like to be involved in the matter, even if it meant doing some leg work for the committee; he would be glad to do it. He was very surprised that you (Mr. Knight) had something like that (meeting).

Mr. Knight stated, just to review, the topic of discussion at the meeting was a compilation of the existing ordinances. I thought that the meeting would be more functional just to have the officials who were involved in that compilation.

Mr. Agosta stated, a lot of things were said at that time and where the meeting went. At first, it was just going to be the going over of the eight ordinances; two solid waste ordinances, abandoned vehicle, fire, housing and building code; you were going to enforce those. I have a problem with that. You said something about having the Police Department and everyone else check locations for blight. I can list a couple of places; the Goldfeder Building has been talked about quite a bit. That has been sitting there for a long time and no one ever did anything about that. The Amoco Station on Colony Street is a safety hazard. The storage tanks have been in the ground since that station closed and no one was worried about that, it seems to me. I contacted the State of CT. about gas stations, I brought up the subject of the MTBE and they checked the ground for that and it tested

find but the tanks were in there. They checked some other stations by performing soil tests. I sent a letter to (Rep.) Mary Fritz, she contacted the State and the State contacted me. I did some leg work for them. No one did anything about that situation. If the Police Department and Fire Department and everyone else has plenty of work to do, how can they go around.....and they are not reporting it. That corner (Christian St. and Route 5) is a safety hazard. The sumac is about 15-20' high and is still that way. They took the tanks out but that growth is still in the way which blocks one's view of the road (Route 5) from Christian Street. On South Colony Street we have a business that is being run with their equipment being left out in the front of the building, being taken away little by little, however, it is never cleared away and according to what I understand, it all is supposed to be housed behind the fence. No one has reported that, I don't think anyone has said anything about that. We have also talked about abandoned automobiles. One of the speakers at the last meeting stated that he had reported to the Police Department about a house on N. Colony Street across from the Amoco Station that had vehicles behind it. Those vehicles are still there. I didn't know that they were there; I didn't even think about it until I drove by and looked. Yes, the bus and other vehicles are still there. We have these conditions that are not being enforced now. There should be some kind of a plan. We cannot leave this up to each department head, they have enough work to do. I have learned that another town nearby has established a committee to which the public can go to discuss these types of problems. They had a building in Bristol, CT. which was offensive to the community, so the town fined the owner \$99 per day until he fixed the building. The owner never did so the town took it by eminent domain and tore the building down and now they are going to do something with the property. It is expensive to tear a building down but what is the alternative, let the building stay that way? Do we let ourselves become like Lawrence, Ma. which is a total disaster up there because the town doesn't have any industry left. No one is taking care of the city now. This could happen to us twenty years from now. I am not talking about a house that is in need of painting or grass that is overgrown, those are silly issues. I am talking about severe empty, abandoned, buildings that pose a hazard to the public. If we don't do anything now, we will never do anything. If you are going to leave it up to department heads to report blight, it is not going to work. I tried to contact you, Mr. Knight, at least a dozen or more times to talk about this but I never made contact with you. That is why I am bringing it up here. If we don't do something now, we will never do anything. It is not working now.

Mr. Warner, 310 N. Colony Street stated that he lives at the address with all the garbage that people are complaining about. The bus that is in his yard is his motor home. IN 1990 he was laid off from work and could not afford insurance on the bus. He stated, I am not junking that bus for nobody. I am retiring this year and next year they will see a new face on the house but, in the meantime, I got a \$60 ticket for an unregistered vehicle in my yard. I paid the \$60. Two months later the cop comes and gives me another ticket under my wife's name; another \$60. That is \$120 a year fined for a bus in my own yard.

Sumac? Yes, I got it by the house. I have asbestos shingles on the house which have to come off, they are illegal, too. Across the street, no one says nothing to the gas station for plowing their yard in the winter. My sidewalk is cleaned in the winter. There is no sumac on my sidewalk on a public highway. Across the street they don't plow the yard; the kids walk on that snow and no one says nothing. They more they complain about the sumac in my yard, that is my beauty. They have to live with it for another year because the more noise I have heard here about my house, that makes me mad. That is my house, that is my property and when a cop comes in there and gives me a ticket for a bus, it is my motor home. I am driving it to Florida next year. I own a home in Florida and I have a camp in Vermont, it is not like the s ___ house I have here, in Wallingford, here. Twelve years ago I went to Linda Bush for a permit for a 30'X60' building because I wanted to house the bus and work on cars in it. Now that I am ready to retire, the cars will be gone. As far as I am concerned, that bus is going to stay there until next year. I own the property, the town takes my taxes no problem. That is why the plywood is in the window, not because I couldn't afford to fix the window, deliberately because they refused my request for a garage so that I could do my mechanic work in my yard. That is all I have to say.

Robert Sheehan, 11 Cooper Avenue asked why the lights in the Town Hall's new parking lot are not yet working?

John Thompson, Town Engineer, explained that they have not yet been energized. The wires are scheduled to be run this week from the pole on the South side of Prince Street to the Carriage House. We are hopeful that the lights will be energized by the end of the week.

Mr. Sheehan asked if the line will be above ground?

Mr. Thompson answered, no, it will be underground. The work in the Carriage House for the new circuitry was just completed the end of last week.

Geno Zandri, 37 Hallmark Drive asked Comptroller Myers, when is the formal year end financial report for F.Y. 1999-2000 generated?

Comptroller Thomas Myers answered, it would be available in late December.

Mr. Zandri asked, is there normally an informal report that is generated after the years end?

Mr. Myers answered, usually in early October.

Mr. Zandri stated, during the course of the year, reports are generated on a monthly basis. Is there any reason why it takes that long to get a preliminary report?

Mr. Myers answered, the process to go through annual financial statements is much different than monthly financial statements, in the governmental sector. It requires a different work effort which normally takes 60-90 days to complete. Annual Financial Reports are, as you know, the formal reporting for the fiscal year end. We have to go through a series of additional steps that we do not go through on monthly reports. Those additional steps and the accumulation of that information takes that amount of time.

Mr. Zandri asked, so it is something that could be generated by the end of October?

Mr. Myers answered, yes, yes.

Mr. Zandri stated, I bring this up because the school project is going to be discussed and I know that it is proposed to cost a lot of additional dollars from what the reports have stated so far and I think it would be an advantage to the Councilors if they had some sort of preliminary report to see how we ended up last year, just to help them out dollar-wise as to where we stand financially.

Philip Wright, Sr., 160 Cedar Street spoke to the issue of town meetings stating, there are three organizations (committees) in this town that are very important and people have a lot of interest in; Town Council meetings, Board of Education and the Public Utilities Commission meetings. The Public Utilities Commission (P.U.C.) meetings have always been staggered with the Town Council Meetings (alternate Tuesdays). At least once if not twice this summer we have had conflicting Council/PUC meeting schedules. I do not believe that is something we should have happen. We should not have to make choices as to where we have to be. The Town Councilors who are on the Council's PUC Liaison Committee can't be there if the meeting is held the same time as the Council meeting is. As a matter of fact, I don't know who ever goes to that from the Council any more, I haven't seen anyone. I have missed a few meetings but I haven't seen a Councilor there since this Council first sat since the first of the year. There is something wrong with that; that is an important commission and we ought to have representation from the Council at those meetings and should not be changing Council meetings and thereby having them conflict with PUC meetings.

Pasquale Melillo, 15 Haller Place, Yalesville stated that a lot of people have called him concerned with the problem we are facing whereby drivers are ignoring the school bus signals, driving past while children are loading/unloading from their buses. What are we doing about it? We should be adding more police officers to monitor this problem.

Mr. Rys stated, the bus drivers take down the marker numbers (of the cars) and turn them into the Police department; that is the case all over CT.

Mr. Melillo stated that he has read in several articles that the drivers are so busy watching the children boarding and/or leaving the bus that they cannot catch the license plate number when the cars quickly pass by. We should hire other workers, not police workers but someone who could perform the same type of job in that specific area. I would like to have the Council and Mayor look into that.

Robert Sheehan, 11 Cooper Avenue thanked Public Works for fixing the exit doors from Council Chambers. They work 100% better. He asked, has the State ruled who owns the dam out on West Dayton Hill Road?

Mayor Dickinson answered, there has not been anything new. I believe it is before a hearing officer at the D.E.P. and they have not re-convened the session as of yet.

Mr. Sheehan recalled the Mayor stating that there would be an answer back in June.

Mayor Dickinson repeated, it has not happened yet.

Mr. Sheehan asked the Mayor, has your position changed any, one way or the other? You said that if we owned the dam we would not repair it, you would let the dam be breached.

Mayor Dickinson answered, the Town, under our analysis, has no ownership of the dam. We are working with the people in the area to determine whether a project is possible and in what form it would be possible but our position is, legally, the Town does not own the dam.

Mr. Sheehan asked, what happens if the State rules that we do own it?

Mayor Dickinson answered, I think that is extremely unlikely since the State, in our opinion, does not have jurisdiction to make a judgment on a title of real estate. That would have to go to Superior Court in our opinion.

Mr. Sheehan asked, don't we own the land?

Mayor Dickinson answered, we own property up to the dam but not the dam, itself.

Philip Wright, Sr., 160 Cedar Street stated that he was very pleased to see that the debris and mess that has bothered several members of the public for quite some time has been removed from Wallace Dam. He personally feels that it probably would have been

removed sooner if the public had not been persistent. It seems to him that because of their persistence, there was resistance. He was glad to see the tree was gone.

Pasquale Melillo, 15 Haller Place, Yalesville asked, what is going on with Community Pool? Last he heard the paint is still peeling. He recalled that the public had been given assurances that there would no longer be any problems after it was painted the last time and that the reason it peeled and had to be re-painted was because it was not given enough time to cure. Everyone was assured that the last painting would be given plenty of time to cure. He asked why we are faced with the same problem yet again?

Mayor Dickinson replied, Tom Dooley (Director of Parks & Recreation) is handling that matter and will review it once.....I believe they are going to have to, at some point, drain the pool and be able to look at the surface to determine what the story is on the paint.

Mr. Melillo asked, isn't the painting job guaranteed by the contractor?

Mayor Dickinson answered, it is most probably the paint manufacturer. If there is a right of recovery by the Town, we will pursue it. If there is none, there would be a need to re-paint areas of the pool which would be a maintenance item.

Mr. Melillo asked, why didn't we make sure that we had a right to recovery? We are entitled to it....

Mayor Dickinson stated, if you hired someone to paint your home, I don't know what periods of guarantee there are that the paint will not peel off of the home. With different paints there are different periods of guarantee. This is paint that has chlorinated water sitting on it on a 24 hour basis through the course of a summer. Whether anyone will guarantee that that paint will not peel is an open question.

Mr. Melillo stated, it seems to me that it should be guaranteed, with all that money the taxpayers paid for that job plus all the assurances we were given by so many people relative to the situation. We were told, "don't worry, this paint will be given plenty of time to cure."

Mr. Zappala stated, from the information that I have gathered, it was done wrong. The paint was not given enough time to dry and I assume and I am sure the architect and the contractor will be responsible for doing it over again. I am sure that is what the case is going to be but, in any case, from what I understand they did not give it enough time to cure and that is why it is peeling and is going to continue to peel. I am sure someone is going to make good for it and it will be done right.

Mr. Rys reminded Mr. Melillo that, in the past, the Town had to paint the pool almost every other year.

Jack Agosta, 505 Church Street, Yalesville stated, at one of the last meetings, I asked about the safety cones on Quinnipiac Street and the Mayor said he would look into the matter. Is there any new information?

Mayor Dickinson replied, the base for the light fixtures on Quinnipiac Street were put in improperly and had to be altered and modified to the specifications of our Electric Division.

John Thompson, Town Engineer added, we had to make some adjustments in the overhead wires to accommodate the installation of the lights. All the bases that have the cones on them or did have cones on them are now ready for installation of the lights. We are hopeful with the relocation in the past couple of weeks of the overhead wires that we should have them in within the next couple of weeks.

Mr. Agosta stated that he had asked about the cemetery wall at that time also. Is there any new information on that?

Mr. Farrell stated that he would invite Mr. Agosta to the next Center Street Cemetery Board meeting which meets at least once a year, sometimes more than once a year but there is no meeting scheduled at this point until next April. If a meeting is called in the meantime, he promised to let Mr. Agosta know and will place him on the Board's agenda.

Mr. Agosta stated that he wanted to make sure that it was understood that he was not being critical of the cemetery, itself, but of the outside walls facing visitors to our town. Mr. Devaney of the Cemetery's Board did place a call to Mr. Agosta to discuss the cemetery with him. Mr. Agosta was disappointed that he was not told, when he asked the question whether or not the cemetery was on the National Historic Registry's list that, in fact, it was. If he had been told that information it would have made a big difference to Mr. Agosta.

Mr. Farrell replied, in terms of sandblasting the wall, I think in the future we are going to look at ways to clean it up but one of the things about sandblasting is that, in some cases, it damages and opens up cement for further damage. We are investigating what might be a less abrasive technique of cleaning the wall. It is not that we are not doing nothing, we are just treading a little carefully because if we do something wrong, there is an awful lot of wall to fix. As President of the Center Street Cemetery Association, I might be deposed if I ever suggested doing anything about the wall. That group is very vehement about that which is why you should come to a meeting and find that out.

ITEM #9 Consider and Approve Conveyance of Property for Parking lot Purposes from the Wallingford Public Library to the Town of Wallingford – Town Attorney

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

Atty. Mantzaris had provided the Council with a deed conveying the land purchased for parking lot purposes situated southerly of the entrance drive from North Main Street. This deed was drawn up by the Library's attorney Donald C. Lunt. The conveyance was in response to the Town's letter that all property owned by the Library be transferred to the Town if not already done so.

Mayor Dickinson stated, it has been our operational approach that at the point the Town makes the improvements, the Library conveys the property to the Town and it was intended that this occur when the improvements were made it did not occur for some reason or oversight and it is being accomplished now.

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

ITEM #10 Consider and Approve Changing the Name of a Portion of School House Road South of Cook Hill Road, to Blue Hills Road – Mayor

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

A request was made of the Mayor's Office by David Henry, owner of Blue Hills Orchards, to change the name of a portion of School House Road, south of Cook Hill Road to Blue Hills Road. Appropriate town departments have reviewed this request and there is no objection to the name change.

Mr. Zappala asked, how long has this portion of School House Road had its name?

Mayor Dickinson could not answer.

Mr. Zappala asked, why is Mr. Henry requesting the name change?

Mayor Dickinson answered, it is based upon the fact that their farm (Blue Hills Farm) borders both sides of part of the road and, at this point, there is no other address on the road. As you know, there is another section of road that is named School House Road and is not contiguous with this portion being discussed tonight. If there were no objections from departments for public safety or other reasons we felt that we would pass along the request to the Council.

Mr. Zappala expressed some concern with this issue, especially since he, as well as other Councilors, have been contacted by another individual in town wishing to change the name of a particular road and he does not wish to do so because he does not think the Council should give in to everyone's request. If no one else lives on that street and he is the only one who owns property on that street....

Mayor Dickinson stated, there is another property owner along the intersection of Cook Hill Road but there is not a street address associated with that property. Blue Hills Orchard Farm is the only address on the road so it would not require anyone to change their address other than Mr. Henry. In terms of historical impact, Blue Hills Orchards have been there a long time and it is a way of recognizing the presence of Blue Hills Orchard in the Town and the importance of it.

Mr. Zappala asked if the people who own the parcel on the corner object to the change?

Mayor Dickinson answered, I am not aware of any objection but I don't think there was an effort to contact other property owners, given there was no other mailing address for that portion of School House Road to my knowledge.

Mr. Farrell commented, if it is only one property owner that is affected and he is the one requesting this and it is not adverse to anyone else, I think we should be able to do this. I would comment that I believe the new name does meet the criteria that we have established...I believe that name has been associated with that farm for over 90 years. I think it meets the historical test so I concur.

Philip Wright, Sr., 160 Cedar Street stated that this is the time for the Council to bargain with the Henry family for the right of first refusal on the property. Especially since we lost another piece of property on the west side of town. It is getting scarce and they are not making any more open space.

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

ITEM #11 Report Out on the Status of Community Lake as Requested by Councilor Jim Vumbaco

Sal Rascati, Chairman of the Community Lake Restoration Committee was present to report out on this subject matter.

Mr. Vumbaco stated, I asked for this report out because it has been a while since we have gotten an update on the status of the lake. The committee has been around for in excess of ten years and we have been discussing the dam restoration for at least 15-20 years and I

thought it would be good to bring Mr. Rascati in front of the Council to update us on the status of where we are going. I consider Community Lake....it was a showplace for Wallingford and consider it a potential showplace again, for Wallingford. Seeing that we really haven't had an update in a while, I would like to be able to see if we can start pushing this issue forward and see exactly where we stand. In-reading through past Council minutes, the April 9, 1996 minutes reflect a statement that there was a referendum approved by the Town to restore the lake in 1987. What did that referendum actually state? What was it all about? I don't recall it.

Mayor Dickinson commented, my recollection is, probably the word "referendum" is ill-advised. I believe a motion was made and approved by the Council and that indicated the Town's interest in having Community Lake Restored as a direction to the State of CT. I don't believe there was a town-wide referendum on it. I think there was a motion approved by the Council. (Author's note: The 4/9/96 minutes referred to included a statement from a member of the public who incorrectly interpreted the Council's motion and vote as a referendum.)

At this point Mr. Rascati reviewed a summary of events that have occurred since September, 1997 when the D.E.P. awarded DeLeuw, Cather a contract to perform a study of restoring the lake dam. Said summary is as follows:

COMMUNITY LAKE RESTORATION UPDATE - SEPT. 12, 2000

HISTORY

- 1.) DEP entered into contract with DeLeuw, Cather in Sept. 1997 to study the feasibility of developing an open water/wetland habitat at the former site of Community Lake. Completion date of study, Nov. 30, 1998.
- 2.) Dec. 18, 1997 - Public meeting was held with DEP and DeLeuw, Cather regarding Community Lake scope of work. Wallingford Committee submitted letter to DEP listing elements and objectives that were deemed important to be addressed in study.
- 3.) Oct. 20, 1998 - Committee met with DEP and DeLeuw, Cather where they presented their work to date which included updating topographic mapping of Community Lake, Hydraulic analysis, researching deeds of lake front property owners, sediment samples, proposed design of fish passage for Wallace Dam.
- 4.) Oct. 29, 1998 - Committee met with DEP and DeLeuw, Cather to discuss work performed to date. Their findings indicated the following:
 - a) Hydraulic studies indicated that even a six foot dam would affect Gopians as a result of 100 year flood conditions.
 - b) To prevent macrophite growth, water depth in impoundment would have to be a minimum of nine (9) feet.
 - c) Some petroleum based contaminants were found in the small pond area which could complicate dredging effort.

- 5.) Jan. 1999 - Samples of contaminants found were sent to U-Conn for analysis. Project put on hold.
- 6.) Oct. 1999 - Tests were indeterminate. Contamination could be from petroleum or coal tar.
- 7.) Oct. 12, 1999 - Mayor Dickinson wrote memo to C. Berger, DEP, requesting a update of the Community Lake Restoration Study.
- 8.) Jan. 18, 2000 - Received report from C. Berger of DEP outlining the following:
 - a) Contract with DeLeuw, Cather expired in June 1999 and they would have to negotiate another contract to complete the study phase.
 - b) The work that needs to be accomplished for the final report includes: Developing the most cost effective combination dam/spillway heights and dam lengths versus sediment removal depths to achieve a 50 acre pond that is nine (9) feet deep.
 Also cover costs for sediment disposal depending on soil sampling. Finalizing the evaluation of the options to provide fish passage at Wallace Dam, and preparation of a final report which will stand on its own.
- 9.) Feb. 8, 2000 - Community Lake Committee members met in Hartford with DEP, Ed Hemstreet, A. Christian and C. Berger and others to discuss Jan. 18th report. DEP revised the original DeLeuw, Cather hydraulic modeling to include the existing dredged ponds and the new pond to be created by construction of a new dam.
 It was concluded that a higher dam, 8 ft. to 9 ft. could be built with larger spillways to keep upstream flood heights from affecting Gopoians. DEP also wanted some assurance from Town of Wallingford that we were in agreement with work done so far and would fully support effort in the future.
- 10.) Feb. 15, 2000 - Letter was written by Committee and sent to DEP, C. Berger outlining the town's interest and cooperation.
- 11.) Sept. 8, 2000 - Received draft of Scope of Services for impoundment restoration of the Quinnipiac River, Wallingford, that was sent to Parsons for costs. No time schedule was included.
 Scope will evaluate 3 options at Community Lake:
 No dam
 a 6 ft. dam
 either a 8 ft. or 9 ft. high dam

Mr. Rascati explained, where the study rests now is, the D.E.P. has re-did a scope of work that remains to be done. There were a few things that hadn't been finished when the contract ran out. As of Thursday (Sept. 7th) I got a copy of the new scope of work that is almost the same as the original scope of work that was given to DeLeuw, Cather in 1997. In talking to Ed Hemstreet of the D.E.P., Friday, he told me that he was waiting for a cost from Parsons (DeLeuw, Cather is an engineering group that is part of Parsons Transportation) to finish the work. That work would be to look at all the options; what it would take so as not to replace the dam; to put in a 6' dam; or to put in an 8 or 9' dam. I received a fax from Mr. Hemstreet today says, "discussions with Parsons yesterday

indicated that they still have not prepared a cost estimate for completion of the study so we are still several months from being able to award them a contract at which time we will negotiate a completion time for the contract. We will only be able to award to them only if we are able to negotiate a reasonable and affordable price proposal." That is the last word received from the D.E.P.

Mr. Vumbaco stated, once the study is done, let's assume that Parsons is contracted and we come back and all three issues are looked at; what is the plan for the next step? Has the committee been given any direction of where they are to go next? Or, are we just going to get this study and sit on it.....

Mr. Rascati answered, the new scope of work that the D.E.P. gave to Parsons asks for costs associated with the three options. They want a study that will stand on its own and I assume we will get a copy of it and, depending on which option they determine to be the best way to go, we will look at it and present it to the Council. I assume it is going to involve the Town putting in some money. Back in 1994 when this last committee was formed Tom Morrissey of the D.E.P. stated, at that time the D.E.P. had money to do the project if the study showed that the dam was feasible. However, you know how things change. At the meeting we had with them in February, it came across that they expect the Town to put in some money if and when the study does show some merit in restoring the dam.

Mr. Vumbaco stated, which I, personally, have no problem with. Is it taken out of the Town's hands now? Is the State going to look at these three options and come back to you and say which option is the best for our lake? Will that be it or is it going to be offered and then the Town decides if it wants a,b, or c?

Mr. Rascati replied, the D.E.P. holds the trump card. If we even had \$50 million and we wanted to put in a 12' dam, we still need permission from D.E.P., they call the shots. As a result of this study, if the study shows that we can't put in a 9' dam.....due to limiting the depth of the water you will have to take out about 300,000 cubic yards of fill, some of which may be contaminated which will add to the cost if you have to dispose of it...even if the Town was willing to foot the whole bill we are still faced with going through the D.E.P.

Mr. Vumbaco stated, there are three options mentioned. Do we still have the right to pick one of the three we want or are they going to present the best option?

Mr. Rascati stated, the report will tell you which option they recommend. It is similar to the Fuss & O'Neil Report that was done back in 1990 where they also had three options; no dam, 6' dam and 12' dam. They recommended the 12' dam. Considering all the

advantages you would have in restoring 50 acres of wetlands, at that time their hydraulic analysis showed that Gopian's would not be affected.

Mr. Vumbaco stated, I know it is too early to be talking about costs but I am assuming that there is going to be some dollars either federal or state available. It would be my recommendation for this Council to at least attempt to ask our grants administrator to start investigating what potential dollars might be available out there either at the federal or state level in order for us to have a jump on these dollars. With the advent of all this open space purchasing going on, preservation of wetlands in the state as well on the federal level, to me there may be a potential for some dollars available. We might even be able to look for some dollars for Community Lake under the open space preservation plan because, let's face it, open space doesn't just necessarily mean green. It could be water also. I am wondering if that might be something the committee would endorse investigating on a parallel path so that in seven or eight months when something comes along down the line, we might be able to react to potential grant money.

Mr. Rascati stated, we did do this back when the committee first formed in 1994. We did send a letter to Don Roe asking him to look into that. I don't know if he really did anything or not since then. It is a good recommendation.

Mr. Vumbaco repeated, it would be my recommendation to ask this Council to ask the Mayor or Mr. Roe to look into that.

Mr. Rascati commented, I also have to tell you that in 1995 our three Representatives did put in a bill to try to get state money to do this project and it was turned down. I think we should have our Representatives get more active in this issue because outside of that 1995 effort, I have not seen any effort from them.

Mr. Vumbaco stated, we should pursue every opportunity that is available for us, I agree.

Mr. Knight stated, from what you are saying tonight, the State D.E.P.'s opinion of the project, in terms of its priority, has slipped considerably.

Mr. Rascati answered, yes.

Mr. Knight continued, at one time this was a priority project because of the Long Island Sound clean-up and now, all of a sudden, we are not interested in Long Island Sound any more?

Mr. Rascati answered, I don't know. Since DeLeuw, Cather got the contract I would call Mr. Hemstreet at least once a month, sometimes two or three times per month to find out what is happening. The people up in Hartford just move slow, real slow.

Mr. Knight stated, you mentioned something that I wanted to bring up and that is that we have several state legislators who, as you said, did submit a bill five years ago and we have one, in particular, that you would think who is particularly interested in seeing something done with this, being the Executive Director of the Quinnipiac River Watershed Association but I am not hearing anything in terms of participation on the part of our state legislators with regard to this project. Isn't there some room for them to participate?

Mr. Rascati answered, there is and we haven't really gotten any interest from them. We haven't had many committee meetings in the last year. The last one we had was in March because there is nothing to report. I would call on Hemstreet and he would say they were working on it. When they found the contamination it took them almost a year before they came out with a report.

Mr. Knight stated, we had one study done in 1990 that said a 12' dam would work. Another study was commissioned by the state and completed a couple of years ago that said the 12' dam would not work. Now we have a third study that seems to.....

Mr. Rascati interrupted to point out that the study was a continuation of the last one.

Mr. Knight continued, how did they turn from...?

Mr. Rascati stated, the DeLeuw, Cather report was supposed to be finished in November of 1998. They came down; we had two meetings with them and they presented the facts they had up until that time. We never saw a final report. The third contract then ran out in June of 1999 and things have been stagnant. Nothing had been done until the Mayor wrote a letter back in October of last year and got them going again and they came out with a report on what had been done and also what is left to be done. The D.E.P. is now awaiting costs.

Mr. Knight asked, are they assuming that the 12' dam is feasible?

Mr. Rascati answered, no. Their latest thinking is 8-9'.

Mayor Dickinson added, for there to be any action regarding the actual appropriation of funds at the state level, there really has to be a defined project and there is not a defined project right now. There are two major things that I recall were problems; one is the increased elevation of water at one point in the Gopian's area which would absolutely

prevent any permitting and that was due to the computer model being used. The computer model was changed and, of course, if you change the model, you come up with different results. The other thing was, with a 12' dam the issue of oxygen in the water was of concern. Because of the relative levels of oxygen it would have required mechanical aeration and the state will not permit mechanical aeration.

Mr. Rascati pointed out, that would only be an option.

Mayor Dickinson commented, right, but that was the earlier study that resulted in nothing moving ahead because there was not enough oxygen in the water which would have resulted in fish kills during the months of July and August over the years and no one wanted to see that happen. There have been some significant problems in the analyses that have been done and I think that once those types of things are cleared up, the participation at the state level in finding funding, hopefully, I believe it will be there but there is not a project right now that anyone can say is a doable project and look for support for it.

Mr. Knight commented, what you are saying is, as far as the state D.E.P. is concerned, they still have this in mind; this is something that is part of their Long Island Sound Clean-up; that this does have as much priority as it did two years ago?

Mayor Dickinson answered, I think there are competing interests within D.E.P. D.E.P. is not an agency that has one voice. They have competing divisions or departments. Fisheries may compete with the wetlands and some of the watercourse people with specialized habitats for various types of fawn and flora, they are going to compete with any change in the course of the stream and putting areas underwater that have been out of water with specialized habitat. Some of this is some of the dilemma that is presented to D.E.P. as an agency. They have to balance out competing interests. It is not a simple matter. Overall, I believe the clean-up of the river and ultimately Long Island Sound would probably outweigh many of the other interests. The creation of wetlands helps clean the river. If there is not the ability to create wetland, would there be great support from D.E.P.? My guess is, no. They want to create wetlands; that is the driving force as I understand it.

Mr. Rascati added, if you remember, I said that it was in 1994 that Tom Morrissey (D.E.P.) came to us to reconsider Community Lake because he wanted to take advantage of the 50 acres or so of wetlands and that is when the third committee was formed and that precipitated going to DeLeuw, Cather to do another study.

Mr. Farrell asked, you talked about 12' v. 9' v. 6' in dam height; to get it back to what it was originally, would the 9' dam do it?

Mr. Rascati answered, yes it would however, the lower the dam, in order to go by restrictions of maintaining at least a 9' depth, the lower the dam you put in, the more fill you would have to take out. When Fuss & O'Neil did the report, their 12' dam would only require a minimum amount of fill to be removed. It actually gets more expensive to put in a lower dam. Now we know that it is conceivable that we can put in a 9' dam without affecting Gopian's.

Mr. Farrell asked, in terms of removing the fill, if a project were to go forward, could the Town, if there were a match required, offer to take up the fill as its in-kind match and use that? I am thinking of areas in which we need fill, if indeed it is clean fill. We would have a cost savings.

Mr. Rascati stated, we did talk to some people at the time, during the second committee meeting we had. There are contractors who would be willing to buy the fill providing it is clean.

Mr. Farrell stated, the City of Meriden just bought an enormous amount of fill recently from, I think, Boston. Item #4b of your report states, "to prevent macrophite growth." the impoundment has to be a minimum of 9'. I am going to confess ignorance as to what "macrophite growth" is.

Mr. Rascati explained, that is a general term for describing lily pads and weeds of all different types.

Mr. Farrell asked, is it like algae?

Mr. Rascati answered, yes.

Mr. Centner asked, the last discussion I recall us having was that if any project went forward it would have been constructed entirely with other than local dollars; state and/or federal money. Has that changed?

Mr. Rascati answered, the time that Tom Morrissey talked to us, I figured the money would be coming from state and federal sources; part of the Clean Water Act. Evidently at that time they had monies that they could use. I don't know if that is still available.

Mr. Centner stated, that would be of importance to me. My other question is, on behalf of the work I do with the Linear Trail; about two years ago when we were meeting...they had made a verbal commitment to the Trail Committee that a dam that would be designed in order to handle the trail over it because we were targeting to have a loop trail back to the

Senior Center. Do you know if that would still be enforced; whether or not they would be able to accommodate that?

Mr. Rascati answered, it has always been in our recommendations. When they first gave the contract to DeLeuw, Cather, they asked for our input and as part of that input we put in that we would like to see a trail around the lake. I have not heard any objections to that. That should be part of their study, when it is finally released.

Mr. Centner stated, it is becoming more timely now because we have completed Phase I and are not including in Phase II that very loop trail and it would be very helpful to the committee to know whether or not we will traverse the dam.

Mr. Rascati stated, you will have to get some figures to make sure that if the lake was ever restored that you wouldn't be underwater.

Mr. Centner replied, exactly, because we would then have to go to the north side of the lake with a boardwalk-type of system which would be significantly different in our planning. It would be helpful to know.

Mr. Vumbaco stated, as a point of information, I was talking to Rep. Mary Fritz Sunday night on this very issue and she informed me that approximately one week ago she met, along with Senator McDermott, with Mr. Parisi. I am not sure whether or not the Mayor was in on that meeting. They were discussing some general issues on Community Lake and what the state might be doing and if, in fact they were, what they could do to help push it along with D.E.P. For a point of information, I don't want you to leave here tonight thinking that the State Representatives and our Senator have not done anything. They are thinking about it; that is my understanding that that has happened.

Mr. Zappala asked, have you been involved at all with the Linear Trail?

Mr. Rascati answered, a little bit, yes.

Mr. Zappala asked, are you familiar with where the trail will be so it does not interfere with any of your projects on the dam that may occur in the future?

Mr. Rascati stated, the location of the trail right now is high enough so that even if you were to restore the lake to its original height, it would not affect the trail.

Mr. Zappala asked, does the state have any money available for that?

Mr. Rascati answered, in 1994 we were told the state had the money at that time.

Mr. Zappala asked, why wasn't that money used? Was it because D.E.P. took so long to decide what to do?

Mr. Rascati answered, they just don't move quickly. It took them from February to now to come up with the new scope of work.

Mr. Zappala asked, so it is possible that the money is still there?

Mr. Rascati answered, it is possible.

Philip Wright, Sr., 160 Cedar Street stated that he has been a member of the Community Lake Study Committee for a number of years and it is frustrating to see the Linear Trail project blossom while Community Lake wilts. As far as our Representatives; I take exception to what Mr. Vumbaco said. I called all three of them last week and no response came back from Senator McDermott or Rep. Fritz. I received a telephone message from Rep. Mushinsky saying that she had been in Colorado and would get back to me when she got back and one thing and another. They really are not doing the kind of pushing; no one is, that I think should be done. I am hopeful that when Mr. Farrell gets up to Hartford that he will work wonders. I believe he has the will and capacity to do so. I think we will get some new blood up there and maybe something will happen. It is frustrating... because nothing gets done. It is a result of my phone call last week that they came alive a little bit but none of them really have responded to my request for them to get in touch with me. There is a lot left to be done by them, in my opinion.

Mr. Vumbaco stated, I am not disagreeing with you. I am only stating fact that, at Mr. Parisi's request, they did meet to discuss the issue and I don't think this is the forum for political endorsements either.

Geno Zandri, 37 Hallmark Drive stated, if you go back through several of our campaigns and elections here in town, everyone here running for office has stated that one main issue they will concentrate on is to work and push for Community Lake to be restored. You can blame the Representatives if you want but the old phrase, "The squeaky wheel gets the grease" is worth its weight because, unless we, locally, are putting pressure on Hartford, nothing is ever going to get done. It is us, local officials, who have to push daily or weekly, whatever it takes, if we want to see this project developed. Unless we do it here, it is not going to get done. You can't wait for Hartford; Hartford does not care what happens in Wallingford. We have to care what happens in Wallingford and if we want Community Lake developed, we are going to have to yell and scream until Hartford gets our attention and gets done what has to get done to push this project along. One of the stumbling blocks that has always been referred to with regards to the height of the dam has been Gopian's.

If I remember right, several years ago there was even mention of relocating Gopian's in order to get the height of the dam where we wanted it. Anyone familiar with Gopian's knows that it is situated 6-8' below Route 150 and there is a lot of talk about dredging part of this lake. I think someone should look into using the dredged material from the lake to raise the level of Gopian's above Route 150 and that will solve a lot of the problems that you have with the height of the dam. That is something that should be looked into.

Pasquale Melillo, 15 Haller Place, Yalesville asked, is it true that, legally, the dam has to be restored at the height of 12' according to the deed?

Mr. Rascati stated, the deed did not specify the height of the dam. There were three stipulations in the deed the Town had to abide by when they took over the Lake; the first thing was to maintain the dam. There is nothing about the height. The second stipulation was to make sure that Choate had a rowing channel and, lastly, the lake was to be for the recreation of the people of Wallingford. Those were the three conditions.

Mr. Melillo asked, if we leave the lake and dam the way it is, how will the lake develop over the next 12-15 years with regards to wetlands and wildlife?

Mr. Rascati answered, the three ponds have been in existence since 1981 or 1982 when they started removing the fill from there. As you can see the river is now between the pond on the west side of the river and there are the other two ponds. The trees have grown to be 6-8" in diameter. You can see that the wildlife and growth has taken over. There are no harmful effects if you leave everything the way it is. The only thing is, the people who remember the lake as it was before 1979 remember it as a beautiful body of water and it adds to the aesthetics of the Town. There is nothing like a nice body of water in the Town.

Mr. Melillo suggested leaving the lake the way it is.

Philip Wright, Sr., 160 Cedar Street stated, what really flooded Gopian's was the bridge over the Merritt Parkway. It had nothing to do with Community Lake. The bottleneck is that bridge that the state built and that is what backs up. If Gopian's gets flooded, blast out the bridge and build a new one.

Mr. Rys stated, we have heard this Gopian's thing brought up several times in the past to the Councils that we have sat on. One of the things that was brought up; I believe it was the Corps. Of Army Engineers or D.E.P.; raising the level of Gopian's Trailer Court was totally unacceptable to the D.E.P., they did not want us touching the banks or raising the level. I guess Gopian's tried to do that and they were not allowed to do that. They would prefer that it flooded because they did not want the banks touched or the level of the land raised.

Mr. Rascati replied, the report that the Corps. Of Army Engineers put out actually recommended doing just that, raising the level where Gopian's is, as a viable option. I have not heard that, that the D.E.P. would not allow any fill to be put there.

Mr. Rys stated, when Gopian's wanted to, and they were, starting to....

Mr. Rascati stated, at one time someone, I don't know if it was Gopian's people or not, started to build up the bank on the west side of the river as a levy to keep the water out and they objected to that.

Mr. Rys stated, they did not want the land touched at that time. There is a lot of information on Gopian's and maybe it would work; maybe it won't. If you (Mr. Rascati) receive any information that is pertinent to any activity that will take place in the very near future, I would appreciate it if you would forward it on to the Council, as in the past.

Mr. Rascati offered his copy of the state's draft scope of work report to the Council (Appendix I).

Mr. Rys asked the Council Secretary to make copies for the Councilors.

No action taken.

ITEM #12 Withdrawn

ITEM #13 Report Out from John Thompson, Town Engineer, Regarding the Status of Construction Work on the Pond Hill Road Bridge as Requested by Councilors Brodinsky, Papale, Vumbaco and Zappala.

Mr. Thompson reviewed a Project Chronology report with the Council (Appendix II) which begins with the 1994-1997 initiation of project/design phase and continues to the present. Attached to the report (but not appended to these minutes) were relevant items of correspondence between the Town and contractor as well as a copy of the contract documents that were advertised for bid as well as a copy of the low bidder's award. All of the technical specifications have been excluded.

Out of the 180 day Construction Contract; 114 days have been used; 66 days remain. The contractor, J.T. Furrey, has been on-site, working 51 days out of 114. The contractor believes the road will be open to traffic by the middle of October.

Mr. Zappala stated, I am very concerned over what is happening to the bridge. He asked, when is the project going to be finished? What penalty is imposed if the contractor does not conclude the project on time? Why didn't the contractor start the project on time? If the contractor does not finish on time, what steps will the Town take once the completion date has passed? Why is the project site missing the appropriate signage directing traffic to alternate routes? What is the contractor's excuse for not working most of the time on the project?

Mr. Thompson answered, when we began this process, and it was difficult to get to the stage where we had a contractor, we bid the project twice. The first bids were rejected for coming in too high. A number of cost savings adjustments were made as a result of the first round of bidding. We advertised for bids this Spring, with the expectation and contract stipulation that the contractor's work schedule was to take place on the bridge, itself, between June 28th, the day after school ended for the summer, and August 28th, the day before school began. We set up a program...it is in the specifications, we had coordinated this project with the Board of Education and other utilities involved, and we felt confident when we developed the bid specifications that the contractor was going to be able to work within the confines of those two months to work on the bridge. We set up a rigid schedule of when he had to get the concrete deck beams; when he had to make submissions; when certain work was going to take place. Almost from the onset, when we received the bids from the contractor, things started to slide a little. The contractor ran into some problems with the relocation of the water main work and that wasn't done as quickly as possible. He subsequently didn't close the road the day school was out. He worked on the water main work at that time and did not close the road until July 11th, eleven days after the day he was scheduled to originally close the road. I have heard, recognize and appreciate your concerns about the closure of the road on the Church of the Resurrection carnival and, basically, I have to take responsibility for the decision to close the road at that time. I was away on vacation and I left word that I did not want to delay the start of construction on the bridge for another week. I don't want to sound insensitive to you or the church with that decision, however, at that time, early July, there was still a reasonable expectation that we were going to be able to get the bridge on time. At some point it just so happened that it closed the week of the carnival. Had it closed the week before, the road would have been closed then, in any case. I was not inclined at that point to delay the start of the bridge demolition another week because that would have just pushed us into a greater problem. Had I known what I know now about what we uncovered when we took the deck off, my decision to delay the demolition of the bridge and the closure would have been different. With the information that I had at that point, however, there still was a reasonable expectation that we were going to get the bridge demolished, reconstructed and re-opened to traffic. As it turned out, as soon as we took the deck off of the bridge, we encountered unanticipated deterioration of the abutments which caused additional design work, additional costs and additional delay in order to get that work taken care of. It was a

situation where no one saw it. The state, with all their inspections, never uncovered any of this deterioration in the abutments and it was totally unanticipated. We had to find out what the problem was, we had to do additional design work and had to tell the contractor to go about doing that work. On the positive side, because of the bidding process that we followed we had some financial reserves available so we didn't have to stop the job to come back to the Council to seek additional money. Even though we encountered delays, we were able to deal with it in a relatively short time frame that we were able to keep the work going. The contract required that the bridge work take place between June 28th and August 28th. We grappled with, how do we as a department, ensure that the work is going to take place in the timeframe that we want. I am sure all Councilors are disturbed and disappointed by the lateness of any municipal project. Without getting into the lengthy debate and discussion about contract law, we really don't have the ability to force a completion date without a very, very aggressive approach from the Town's Law Department. If we want to establish a penalty; \$1,000/day or \$100/day or what ever monetary damages we want to apply to a contractor, we also have to, in order to make the contract fair and equitable, we have to have a bonus situation. If we are going to fine him on one hand, we have to also offer bonuses for finishing ahead of time. Because of the way that we work, in terms of the monies we have available, it did not seem financially prudent because we were constrained dollar-wise on this job. I just didn't have that kind of cash reserves to make the project a bonus/penalty-type of situation. There are other approaches, liquidated damages but, again, they get beyond the engineering aspects and get into the legal arena that the Town Attorney's Office would have to go after. Again, based on my experience...in construction contracts, I cannot think of a single incident where a town or client has been successful in collecting liquidated damages. It is a monumental task to demonstrate that there is a direct, financial loss incurred by the Town so that you can successful go after liquidated damages. If our Corporation Counselor has a different perspective, Adam, please speak to that issue. It is counterproductive to put things into a contract that we really don't have the ability to go after. We had encountered forty-five days of inclement weather out of sixty-six days; there was high water in the river; everything that could go wrong, seemingly went wrong. Even the crane got a flat tire on the way to the job. All of the things that could go wrong with this project happened. Based on a meeting this afternoon with the contractor where I conveyed to the contractor the dissatisfaction the Town has with his lack of progress, lack of manpower on the job; when is he going to finish the job? He told us, initially, that he expected to have the job completed the end of September. After a lengthy discussion we really didn't believe that was an achievable date and I did not want to come before the Council tonight and tell you it was going to be done on September 29th only to have it not be done and you come back to me and ask me where my estimating ability is, in terms of giving the Council an accurate representation of when the job is going to be completed. We went through, on an item by item basis, what needed to be done and we believe now that the road can be re-opened to traffic by the middle of October. There are still other areas of construction that

need to take place; the cleaning of the channel, some of the bridge work, railing work, etc., that he has another thirty or so days to complete after the mid-October date. Our expectation right now, based on the best available information that we are going to have this road open to traffic in the middle of October.

Mr. Zappala stated, the closing of the road during the carnival has nothing to do with the contractor's obligation to us. He took the job on and we should not have to take any excuses from him to finish the job on time. He has a responsibility. Regardless if he got a flat tire on the truck or not, that is his responsibility to finish the job on time. We should not be excusing him for anything. The man took his time getting started. If he had started when he was supposed to, he probably would have finished on time. I have asked the neighbors who live next to the bridge and they tell me that it is very seldom that anyone puts in a full day's work. It hasn't yet happened. He can blame the delay on rising water or anything else but the truth of the matter is that the man is not putting the time into the job. He is taking his sweet time finishing it. I feel...if the man did not finish the job by the date that he is supposed to, he should be held liable to the Town. That road is a very heavily traveled road. A lot of people on the east side of town use that road, including myself. I don't think it is fair for the man to take his time finishing the job. Only last Friday, Hunter's ambulance almost went through that bridge because it lacked the proper signage and flashing lights. The contractor has not even placed the proper signage and flashing lights out.

Mr. Thompson answered, you are correct.

Mr. Zappala continued, he even did a lousy job of putting the proper signs out to direct people to Pond Hill. It is not fair to the people who live in that area. If anyone is trying to visit someone living in the nearby area, they don't know how to get there unless they know Wallingford. I don't think it is fair.

Mr. Thompson stated, I don't disagree with you at all. You and I have had this private conversation and I can assure you that as frustrated as you are about the lack of progress on this job, I live with this every single day; trying to encourage this contractor to put additional manpower on the job. The lists of calls and complaints from the residents who live nearby, including one of the principals from the school system; I have to deal with them and I am sympathetic to your concerns. I wish there was some mechanism in my arsenal that I could use to make sure that we don't run into this problem. This is not unique to the Pond Hill Road bridge. I am experiencing it on the Town Hall parking lot; our sidewalk contract; I experience it over and over again. It is something that maybe this particular project and the fact that it is being delayed, will raise the issue to the forefront where we need to look at some kind of contract language that gives the Town the legal ability to go after these contractors. I think we should (go after them).

Mr. Zappala asked the Town's Corporation Counselor, Adam Mantzaris, for input on what the Town's next step might be in this matter. He stated, I don't think it is fair what the contractor has done to the residents who live in the area of the project and he should not be allowed to get away with it.

Atty. Mantzaris stated, I looked in the contract but did not see any clause. Mr. Thompson is correct. First of all you cannot impose a penalty on someone who has not finished a contract on time. They are against public policy and they are not collectible. Liquidated damages, you could have such a provision in a contract but you would actually have to be able to show some damage to the Town, for example in this case, with the bridge not having been completed on a certain date. I don't know what those damages could possibly be to the Town of Wallingford. There is an inconvenience to the people who live around there; maybe there is some extra gas that the bus companies use to get to schools; maybe it is even shorter, I don't know. You can appreciate the difficulty, especially with a bridge of this type for trying to establish some kind of damage to the Town. Mr. Thompson is correct, they are hardly ever enforceable; they appear in contracts; they appear less in contracts today than they did in older days. They are extremely difficult to enforce and to establish an actual damage. You just can't say \$100 a day fine or \$1,000 a day; you have to show the court that you have actually sustained damages in that approximate amount to be able to collect.

Mr. Zappala asked, if this contractor takes five or six months, we have no recourse? He can do anything he wants to?

Atty. Mantzaris answered, no. Even without a clause in the contract you fire the guy; if you do sustain some damage, you sue him for the dollar damages that you sustained. You can do something but...how long has he taken so far, a couple of months? He ran into some problems with the walls. It was not as though it is a simple matter of placing pre-formed concrete blocks there.

Mr. Zappala stated, if this man delays the project five or six more months, what are we going to do? Can we throw him off of the job?

Atty. Mantzaris stated, we would probably fire him before the six months comes around. That sounds like a much longer time than you would reasonably expect, even with problems, on this small bridge job. We would sue him if we could find some damages that we can prove. If it took that long a time, I think we would lose our patience with him and he would be gone and someone else would be on the job. It would be a matter of suing him for what we had to pay the new contractor to finish the job with; something along those lines.

Mr. Centner asked, is the span of the bridge going to be increased?

Mr. Thompson answered, no. The abutments that support the bridge deck are existing abutments; they were just repaired. There is no increase in the bridge span.

Mr. Centner asked, was there a raceway on the south side of the bridge; some blocks or bricks or erosion control method?

Mr. Thompson answered, yes, on the south side, downstream from the bridge there are blocks on both sides to form the channel.

Mr. Centner asked, is any of that going to be improved or extended or left the way it is?

Mr. Thompson answered, all we are doing on the south side of the bridge is removing some of the accumulated sediment and the trees that were in between the blocks. Everything is occurring between the blocks within the waterway, nothing outside of that.

Mr. Centner stated, as a quality of life issue, a number of property owners throughout the years have complained about the brook being shallow and whenever any debris or tree stumps get in there it tends to block the flow and the river tries an alternate path which generally erodes their yards. Some of the homeowners have seen a lot of erosion just due to debris in the river or brook. Is there anything we can do to look at that?

Mr. Thompson answered, we, with the D.E.P., aggressively pursued trying to clean both the upstream and downstream portions of Wharton Brook as part of this project. As you heard from Mr. Rascati, D.E.P. isn't always the most cooperative and responsive in terms of what we want to do versus their approach to things. Basically, they told us they would not permit any cleaning or improvement of the channel on the north side of the bridge and only under special permitting conditions did they grant us permission to work within the concrete blocks downstream and that was only to clean up to 500 cubic yards of sediment build up and the trees that had grown up over the years within the concrete blocks. There was no real channel improvement; there was no approach or efforts to make this a flood control project. The underlying philosophy for why are doing this bridge is that the D.O.T. said that the deck was becoming structurally deficient and it was our responsibility as a town to make that bridge structurally capable of carrying vehicular traffic over it. Anything else we are doing is a secondary benefit.

Mr. Centner stated, I appreciate all of the activity, even in the raceway area to improve the flow and cleaning of any of the sediments because it is unfortunate that there is nothing else we can do further south. I have viewed a few of the yards and the erosion is over ten

feet and they are getting nervous. Even though their houses are thirty or forty feet away, they are losing ten feet of their frontage to the brook in a period of ten or fifteen years. They are getting a little nervous.

Mr. Thompson answered, understandably so.

Mr. Farrell stated, in the material handed out to the Council by you, Mr. Thompson, you state on the first page that out of the last 114 or so days that the project has been underway, the contractor has only been on the job 51 of the 114. That means that 63 days he has not been on the job. I know you try to absorb some of the blame but I can't think that 63 of those days are attributable to you, are they?

Mr. Thompson answered, no.

Mr. Farrell stated, it sounds as if the contractor is pursuing the job on a part-time basis, not a full-time basis.

Mr. Thompson commented, those exact words were used today; is the contractor splitting his workforces between this job and some other job? His answer was, no, he is committed to working on this job. Clearly, in looking at the number of days that he has worked is not indicative to a commitment to getting this project completed within the time frame. We have been, on a regular basis, communicating our dissatisfaction with his workforce on the job. Some of the days were lost because of weather; some were lost because of the abutment work where he couldn't do anything until we came up with a strategy for how to repair it and got D.O.T. down here. Some of the days were lost because there was a time when concrete was poured and it takes seven days to cure. There is some explanation for some of the days. I find it very difficult to sit here and defend this contractor's actions to this Council because I don't believe that he has made a reasonable effort. I also want you to understand that some of it is explainable, not all of it. He has not moved, in my opinion, in an aggressive fashion to get this bridge done. It could have been done and it should have been done. The fact is, it is not and we have to work towards a completion date.

Mr. Farrell commented, maybe the part to fix is not so much the contract but the bidding procedure. We need to find a mechanism whereby we can measure, is this particular contractor, who has been the successful low bidder, sufficiently labor capitalized to take our project on and do it within the time frame we are talking about. That would seem something that, particularly in an economy where it is a hot economy and contractors are trying to do forty million contracts and I understand that but if they are spreading themselves too thin, we are the losers and we are a pretty big time loser. We pay a lot of money for this stuff. Maybe that is something that we can implement somehow into the

bidding procedure to get a better feel and maybe knock out some contractors who are just not labor-ready.

Mr. Thompson replied, Atty. Mantzaris can speak to the legal implication of disqualifying apparent low bidder but I can share with you also that disqualifying somebody as the apparent low bidder is as cumbersome as penalizing for not completing on time. If they are the apparent low bidder and they satisfy the Town's bonding requirements and insurance requirements, it is very difficult. In this particular case we did do a rather extensive background check on this contractor because it was a very tight time frame. The contractor was working currently for the Town of Wallingford Water & Sewer Division on another project and we got fairly good reports from them about his ability to get the work done. We did check. Could we have checked further and checked out his manpower? Perhaps, but I don't know how we could have used that information in any ways to force him to commit that manpower to the job. Maybe these discussions that we are having and between the Law Department and Purchasing Department will give us some opportunity to look at how we write these requests for bid documents and contract documents to make sure that we don't run into this on a case after case basis.

Mr. Farrell stated, it may be worth looking around because I would think that we are not the only people having this kind of problem. Certainly the State D.O.T. is having similar problems given what a hot economy it is.

Mr. Thompson stated, we seem, as municipalities, to bear the brunt of lackadaisical completion dates.

Ms. Papale asked, did you meet with the contractor today because you were meeting with us tonight or do you meet with the contractor very often?

Mr. Thompson answered, both. I wanted to make absolutely certain that he understood that there was disenchantment with my department and that I was being summoned to present to the Council tonight the lack of progress and a sense from the Council that the contractor was not moving ahead. We do meet on a regular basis, not daily, but someone from our office is out on the project every single day. Sal Sandillo visits the site several times a day; the design engineer was retained on an administrative basis to provide construction oversight and he is there every single day also. We have maintained dialogue. Things got a little out of control at the outset and when we lost those two weeks in the beginning with the abutments, it was very difficult, if not impossible, to catch up with those days. Once you lose them they are gone forever.

Ms. Papale stated, most of the Councilors have given you the impression that they are not happy with the progress of the project. In the back of my mind I felt it was wrong to close

the bridge when the carnival was taking place. If there has been a problem right along, I don't understand why it wasn't gotten under control in the very beginning. I am not pointing a finger at you or anyone; I just don't understand what the problem is. I think the contractor could have been pushed in a better direction at the beginning when the problems were recognized.

Mr. Thompson answered, if there was a fault in the process, it was perhaps not reacting in the second or third week when he didn't get started as quickly as we had originally planned. We did communicate with him by letter saying that we have lost the time; we have to get a revised schedule from him so that he could demonstrate to the Town how he was going to back on schedule, which he did. He gave us a schedule but the schedule wasn't satisfied and it goes back to, other than writing nasty letters and saying that we are disappointed with his progress, the only way to get a contractor's attention is financially; money. You have to have some financial control over them. We have been advised by the Purchasing Department that we cannot do anything in terms of delaying payments to the contractor for work he has done for he is entitled to those payments. Our hands are tied to a large degree.

Ms. Papale stated, the second round of bidding resulted in an April 24th bid opening date. The first round of bids were rejected June 30, 1999. Isn't that a long time frame between the bidding process?

Mr. Thompson explained, when the job was bid in June of 1999, only one bid response was received. We were in the midst of a very strong economy, as we still are. The bid was \$570,000; way out of line with the project estimate and in talking with the Mayor and based on my recommendation, we made a decision not to award the contract but to go back and revise it and incorporate cost saving features into it. Concurrent with that decision we went back to D.E.P. and tried to work with them on some of these channel improvements. Over the course of the year we were working with the regulators at D.O.T. because we had to go back to them and get the project re-approved for advertising. We were told by contractors who did not bid the job that they believed that in order to get a better bid, we should do it during the winter season which is the off-construction season. The project was put out to bid in the Spring. For the Purchasing Department, who received the bids on April 24th, to have the documents reviewed and a recommendation made for award was extraordinary. They were extremely cooperative in getting this project out.

Ms. Papale agreed, noting that it was a very quick turnaround time.

Mr. Brodinsky asked if the contractor was working on any other projects for the town or is he scheduled to work on any other contracts for the town that we are aware of?

Mr. Thompson answered, not to my knowledge.

Mr. Brodinsky stated, you commented that when the project got underway you noticed more abutment deterioration than was suspected. What does that mean in layman's language?

Mr. Thompson answered, the abutment is the concrete sidewalls that go from the roadway pavement down to the subsurface of the stream. When we took off the deck, there was deterioration or scouring of the abutment. Scouring is where the abutment wall is three feet wide and there was scouring on both sides. On the water side of the bridge there was perhaps 12" of scouring and on the back side of the abutment, there was approximately 4-6" of scouring. Whether it was poor concrete or weather conditions or water actions, it caused the concrete to wear away. It became soft, it scaled and it no longer had the structural capability of acting as a unit. It was weakened to the point that it was very serious and we called the Department of Transportation back and the individuals who had done the original inspections and told them, "this is not what you reported to us, what do we do now?" We jointly worked with them developing a strategy on how to deal with the scouring.

Mr. Brodinsky asked, did this condition that neither the state or town was aware of have any implications for other bridges scheduled for repair? No one can say that we don't have a similar hidden deterioration in some of the other bridges; would that be right?

Mr. Thompson answered, we don't know about the other bridges but I can tell you that with this new found knowledge of what has happened that we can't see, we are making a concerted effort to get in there and do additional types of testing that might lead us to identify similar problems on the other bridges that we are working on.

Mr. Brodinsky asked, and accelerate those projects if you find the damage?

Mr. Thompson answered, not accelerate them so much as to make sure that we have, in the specifications, better identification of what needs to be done and a method in which to get it done within the contract without having to go through a disruption in the construction to come up with that program.

Mr. Brodinsky stated, I was looking at it from a safety point of view but I will leave that in your hands, whether or not it is a safety issue. It seems to be on the surface.

Mr. Thompson answered, long term it could be but I don't think, in the short term, it created an immediate safety hazard.

Mr. Brodinsky stated, part of the frustration we are all sensing is that we are victimized on this situation, in part because of the contractor who is doing a little foot dragging and, in part, maybe circumstances but, what do we do in the future so this kind of thing does not happen again. I appreciate the obstacles you have presented... I can only make a suggestion and that is that you get together with the legal department and try once more to find an imaginative solution so that, on the next bridge project, you are not sitting there and we are not sitting here asking the same kinds of questions. I request that you and Atty. Mantzaris get together and maybe we can get on the cutting edge of the law and experiment with some language or maybe even present to the Council a bonus/penalty situation at the appropriate time so we have options to consider for what ever that may be worth. The last thing we want is to have this happen again to us.

Mr. Thompson stated, Atty. Mantzaris is always receptive to my offer of cutting edge legal theory.

Mr. Vumbaco stated, in looking ahead to the potential bridge work that is going to have to be done in town, the first round of bidding resulted in one bid in the amount of approximately \$500,000 which was in excess of Mr. Thompson's \$360,000 estimate for the work. He asked Mr. Thompson, do you believe your estimate was correct? This contractor has probably taken on more than he chew and the labor issue could be a result of the bidder coming in as the lowest bidder, undercutting the job knowing full well that he was not going to have people there the 114 days or how ever many days it would have taken to do the job. By make some cost effective changes to the bid specifications, re-bidding it brought the bids in closer to the project cost. That may be a result of why we don't have the staff on the job because this guy could have underbid the job knowing that he was not going to provide staff. The lowest bidder is not always the best man for the job. I find it in my business as well. We have to make sure in the future that we specify precisely the amount of staffing that will be on the job; will there be a foreman or a supervisor; how many days they are expected to have laborers there, etc. We may not end up in this situation in the future if we try and address those issues. It is not a criticism, just a suggestion.

Mr. Zappala reviewed the contract before him, referring to page 26 & 27 which says that the agreement is that the contractor will finish on or before September 1st. How do we pay this contractor?

Mr. Thompson answered, we paid him for the work he has performed to date, on time.

Mr. Zappala stated, we pay him on time but he can finish whenever he wants to finish. He is out of compliance with the contract; he broke the contract as far as I am concerned. There are no excuses.

Geno Zandri, 37 Hallmark Drive stated, this is a project to learn some lessons from. Mr. Thompson referred to other types of projects experiencing delays in Town. There is a uniqueness to this issue; it is a bridge which effects a lot of residents in the community. We have to look at future (bridge) projects coming down the 'pike and feel we have to have a bonus/penalty clause as part of the contract. That is an option that has to be included in the contract; we have to hone in on the time frame by which the projects have to be completed and the only way to achieve that is by putting that clause in the contract. The Law Department should look closely at the issue and work it into future contracts. The project was supposed to start in June and end in August. The contractor agreed he would complete the project in an 8 week time frame and Mr. Thompson stated there was a three week delay, yet we are adding 6 weeks to the project. Something does not add up.

Mr. Thompson replied, there was 3 weeks of identifiable delay due to specific circumstances. The other delay...was that the contractor just did not aggressively move ahead every single day. When you take a half a day where there is no crew on the job or a full day where there is no crew on the job, that compounds and we've lost that time. Now we are adding the three weeks' of identifiable delay plus each of those little delays is now pushing us out well beyond the completion date. I hope he is going to finish this on time. All we can do is diligently monitor that he does, in fact, live up to the commitment of putting the number of personnel on the job every single day. We do watch that.

Mr. Zandri asked, how do you monitor his work? Is there someone that checks on him on a daily basis?

Mr. Thompson answered, we check his work every day. Either Sal Sandillo, our Construction Inspector or one of the two individuals from the design firm is there all the time because we are measuring quantities. This is a unit price contract that we are paying based on actual work performed. We have someone there measuring the work; we know how many people are on the job every single day; we know what he did every single day; we check it.

Mr. Zandri asked, on a day he does not show up, what happens?

Mr. Thompson answered, we record it.

Mr. Zandri asked, do you call him?

Mr. Thompson answered, no.

Mr. Zandri stated, I suggest you call him every day he does not show up and ask why he is not on the job.

Mr. Thompson answered, at this point, that is not an unreasonable suggestion.

Al Warner, North Colony Road stated, you have to watch your bid. You only get what you pay for. I am an operating engineer; equipment operator. We never work on the job for only four or six hours. This contractor, I don't know the name of the company and I am not familiar with them but he has to be a "scab" contractor because contractors work eight hours a day and that is what we are paid for. Sometimes your union help gives you a better job and better performance. These "scabs", when he is working a half a day, he is taking his guy to another job. If he does run into problems with the water company, that can hold him up but I have never heard of a contractor, even non-union contractors, working a half a day. Just by what you have said tonight, that contractor does not have a very good reputation.

Pasquale Melillo, 15 Haller Place, Yalesville stated, we need to communicate to this contractor that safety comes before the time element.

No action taken.

ITEM #14 Consider and Approve a Transfer of Funds in the Amount of \$52,000 from Contingency – General Purposes Acct. #8050-800-3190 to Land Acquisitions Acct. #1320-999-9909 for the Acquisition of the MacKenzie Property – Town Attorney

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

Mr. Knight asked the Mayor to brief the Council on the necessity for transferring \$52,000.

Mayor Dickinson explained, Atty. Small received from the attorney a copy of a real estate contract for \$352,000. The Library Board of Manager will provide \$300,000 and the Town will provide \$52,000.

Mr. Knight asked, where are we headed now?

Mayor Dickinson replied, it will either have to continue to be confirmed by the court, and there is notice of the action taken that has not reached all parties, either that proceeds or if the parties reach an agreement that this is the sales price, I suppose the action can be withdrawn from court and just arrange for a closing.

Robert Sheehan, 11 Cooper Avenue asked, are we still pursuing eminent domain on this property or have we come to an agreement with the MacKenzie family?

Mayor Dickinson answered, it is still a pending matter in court and it could take either road; reaching judgment by a court or if the parties agree to the sales price. The action can then be withdrawn from court.

Mr. Sheehan asked, are you in negotiations now with them while still pursuing eminent domain?

Mayor Dickinson answered, the Town Attorney has been in touch with the attorney representing the estate. I don't think there has been a resolution beyond the fact that there is evidence of \$352,000 being the value.

Mr. Sheehan asked, what is the purpose of appropriating \$52,000 at this time if the price has not been determined on the property yet?

Mayor Dickinson answered, I did not say the price had not been determined. There was evidence of a real estate contract in the amount of \$352,000. Accepting that as evidence of value, the value of the property would be \$352,000. Whether it proceeds by eminent domain or the agreement of the parties and action is withdrawn, the \$352,000 would represent the purchase price and the value of the property.

Mr. Sheehan asked, didn't we have an appraisal on this property from Mr. Nitz of \$250,000? Wasn't that what prompted the Town to pursue eminent domain on this property? Now you are saying that you are willing to...up the price to \$352,000 because now the property is worth \$300,000. Where did you get the \$300,000 figure?

Mayor Dickinson reviewed the chain of events as follows: The value placed on the property by the estate was \$245,000. There were negotiations at an earlier time and an attempt to arrive at an agreed-upon figure. The Town was never given a figure as to what would be acceptable for purchase of the property. Lacking that information, the Town acted to take the property by eminent domain based upon the \$245,000 appraisal which was an appraisal done by the estate. Other appraisals are in existence; one that we had for \$235,000 and another for \$415,000. All of them can be debated one way or another as to what they represent in terms of real value. Apparently, some time in July there was a contract submitted by another party to the estate for \$352,000. That was not shared with the Town until fairly recently. Based upon that bona fide contract, that would place the value of the property at \$352,000. That is the price that we are looking to finalize the acquisition with. The eminent domain action is still pending.

Mr. Sheehan asked, can the Town just drop the eminent domain and make the deal?

Mayor Dickinson answered, that is what we are attempting to do. If an agreement can be reached; if all parties agree to the \$352,000., most probably the eminent domain action will be withdrawn and there will be a closing based upon a contract for \$352,000.

Mr. Sheehan asked, the action being requested tonight will give the Mayor the power to forward that offer to the heirs or their attorney?

Mayor Dickinson answered, we need to have the money available if the eminent domain action is pursued. We need to have the money available to supply to the court, as part of that action.

Margaret MacKenzie Nowacki of Hamden stated that she spoke before the Council last month and welcomes the opportunity to come back and speak to the Council again. Last month some of the Councilors were absent from the meeting and she had hoped that in the interim some of the Councilors had taken the time to actually visit the piece of property which is the subject of this issue. She stated, I think the size of the property is deceiving from Main Street. It is a prime piece of property for the library expansion to take place on and the family has obviously, originally been in favor of doing. In response to the discussions that have taken place, I am sorry that the offer documents had not been submitted sooner. They were available the night of the Planning & Zoning meeting last month when they voted on an action that the Town was interested in the property for expansion of the library. I would like to thank the Mayor for continuing to keep this situation under discussion and I hope that we can reach an amiable resolution of the situation with the dropping of the eminent domain and having the parties agree to the \$352,000 which was a fair, legitimate offer by a competing bidder. I know that if it was your house and you had a legitimate offer, you would not like to have the Town come in at a substantially lower number and say that they are just going to take the property for that amount of money when you had something in writing from a higher bidder. I would hope that the rest of the members of the Council will approve this transfer and will understand why we were adamant in at least trying to reach agreement on that figure before you this evening. I hope you will support the request from the Town Attorney and support the Mayor's request at this value.

Pasquale Melillo, 15 Haller Place, Yalesville was of the opinion that the Town should drop the eminent domain action. The words, "eminent domain" scare a lot of people. It makes them worry that it could easily happen to them. The MacKenzie's were right to feel the action was unfair to them. The Town should exercise eminent domain over the land it wishes to purchase for open space; not in this situation.

Jack Agosta, 505 Church Street, Yalesville stated that the process of invoking eminent domain upsets him. The MacKenzies had a better offer; the Library offered them \$350,000 and it was rejected by the family. The Town went down to \$245,000 and eminent domain. While traveling through the town today I saw a street named, "MacKenzie" and thought about this family. Then I drove out towards MacKenzie Reservoir which made me feel funny about what the town was trying to do to these people. Then I recalled that the Town bought Tyler Mill property over the appraised price. We bought Scard Road property above the appraised price. We did not have to give those people that money, but here we are trying to take \$100,000 away from these people. We should get rid of this eminent domain obsession we have in this town. If we need the property for a purpose then pay the people what they have coming to them. This is a disgrace to take property from people this way.

Mayor Dickinson explained, eminent domain is an action that takes property but does so at the fair market value. You don't receive it for free; you don't receive it at a lower value; a court determines what the fair market value will be. That takes evidence. Evidence is normally in the form of appraisals. If you have actual contracts for sale, however, that is a better form of evidence. It does not mean it is the only evidence that would be heard by a court but it certainly is prime evidence that that is what someone was willing to pay. At that time we took the action on the eminent domain, it had not been shared with us as to what was an agreeable price by the owner. If we had not acted and had someone else buy the property then it would be very difficult for us to explain to anyone why we had allowed someone else to buy the property next to the library. We took the action in order to preserve the right of the Town to purchase the property. At this point we are paying a fair market value because we now have evidence of what a contract was. Previously we had appraisal evidence.

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

ITEM #15 Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss the Matter of the State of CT. Dept. of Health's Final Memorandum of Decision on the Town's Petition for Declaratory Ruling – Town Attorney

ITEM #17 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Leasing of Real Estate – Mayor

Motion was made by Mr. Knight to Enter Into Executive Sessions Listed Above, seconded by Mr. Farrell.

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

The Council entered executive session at 9:13 P.M.

Present in Executive Session to Discuss the State's Final Memorandum of Decision were all Councilors (with the exception of Mr. Parisi), Mayor Dickinson and Atty. Mantzaris.

Present in Executive Session pertaining to the Purchase, Sale, and/or Leasing of Property were all Councilors (with the exception of Mr. Parisi), Mayor Dickinson and Atty. Mantzaris.

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

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

The Council exited Executive Session at 9:45 P.M.

ITEM #16 Discussion and Possible Action with Regards to the State of CT. Dept. of Health's Final Memorandum of Decision – Town Attorney

Motion was made by Mr. Knight to Authorize the Law Dept. to Take an Appeal on the State's Decision on Property Previously Owned by Cooke, Now Owned by the Town of Wallingford, Seconded by Mr. Centner.

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

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

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

There being no further business the meeting adjourned at 9:53 P.M.

Meeting recorded and transcribed by:


Kathryn F. Zandri
Town Council Secretary

Approved: Robert F. Parisi
Robert F. Parisi, Chairman (by RR)

9-26-00
Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

9-26-00
Date

DRAFT**ATTACHMENT A****SCOPE OF SERVICES FOR
IMPOUNDMENT RESTORATIONS ON THE QUINNIPIAC RIVER
WALLINGFORD AND MERIDEN, CONNECTICUT****INTRODUCTION AND BACKGROUND**

The Bureau of Water Management of the Connecticut Department of Environmental Protection (CTDEP) has undertaken the task of performing feasibility studies and providing engineering and environmental design services to improve open water and wetland habitat systems along the Quinnipiac River. Two projects identified by the CTDEP and the local Towns for further development are the restoration of Community Lake in Wallingford, including a determination of the best means of providing for fish passage at nearby Wallace Dam, and sediment dredging at Hanover Pond in Meriden. These projects will simultaneously serve to enhance wetland habitats and recreational opportunities while improving water quality and reducing the effects of non-point source pollution.

In 1997, the CTDEP contracted with Parsons Transportation Group (PTG) (formerly DeLeuw Cather & Company) to undertake a study to develop an open water and wetland habitat system in the old Community Lake impoundment area, to develop fish passage at Wallace Dam and to develop a dredging plan for Hanover Pond. The study included: public outreach; identification of concerns and goals among stakeholders; identification of alternatives; recommendation of preferred alternatives; determination of ownership and flowage rights; topographic mapping at Community Lake; environmental impact updates; hydraulic/hydrologic evaluations; evaluation of macrophyte and algal bloom potential; evaluation of sediment disposal options; development of conceptual designs; and preparation of preliminary cost estimates.

During the study, PTG found information that revealed increased levels of investigation were necessary to address the objectives of the study. Some examples of findings include: the redesignation of the Federal Emergency Management Agency (FEMA) boundaries which required more hydraulic analyses; Town of Wallingford deed restrictions for a Choate – Rosemary rowing channel; contamination of sediments at both Community Lake and Hanover Pond with an unknown hydrocarbon layer; and excessive stream bank erosion in the Community Lake area. The erosion and cutting of the Quinnipiac River into the former lake bed of Community Lake has resulted in a lowered base elevation of the watercourse, which limits opportunities for upper channel water diversions into former wetland areas.

PTG presented the findings of the investigations to the CTDEP and at public meetings in Wallingford on December 18, 1997 and October 20, 1998. Since multiple courses of action or direction were available for the study based upon the above findings, PTG sought guidance from the CTDEP about preferences for the study such as lake shape, locations, the nature and extent of contamination, and hydraulic model results. The findings of PTG investigations and lack of clear solutions to meeting all the objectives of stakeholders slowed the study. The contract eventually expired in December 1999.

This Scope of Services is for the completion of the study tasks, based upon the previous assignment to PTG, and preparation of a Report summarizing the project research and findings.

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Some of the original Scope items may not be resolvable due to the complexity and interrelationship of findings to date.

PROJECT OVERVIEW, OBJECTIVES & APPROACH

The objective of this Scope of Services is to complete the study and prepare a report of findings, with recommendations where appropriate. PTG will utilize the materials and conclusions from the previous assignment. Since some tasks remain uncompleted, and other tasks may no longer be relevant due to findings, the entire list of deliverables from the earlier assignment may not be applicable. The report will include an introduction/overview and will be divided into three primary sections: Community Lake, Wallace Dam, and Hanover Pond.

Community Lake

Based upon recent CTDEP direction, some of the base assumptions for this assignment include: a 50 acre lake will be provided at the former Community Lake location, the depth of the impoundments will be 9' or greater, and three scenarios will be evaluated at Community Lake: no Dam, a 6' high Dam, and either 8' or 9' high Dam. Bottom grading will reflect a 6:1 side slope transition from surface to the desired depth. A preferred or recommended alternative may not be clearly distinguishable from the study. Since the Quinnipiac River Linear Trail Committee is extensively pursuing recreational enhancements of the Community Lake area, and a final recommended concept may not be determined, it is unlikely that any conceptual recreational enhancements can be represented in this study. The study will discuss the objectives and opportunities for recreational attributes, but until a final project design is determined, designs of recreational enhancements will be deferred.

Wallace Dam

Research, property maps, and base mapping for Wallace Dam are complete. As a result of investigations that have occurred, a 1:10 Denil fish passage on the west bank at the Dam is the preferred fish passage solution. A conceptual fish ladder plan was developed and cost estimate prepared. However the information needs to be consolidated into the final study report.

Hanover Pond

Depth of dredging is desired to be 9' or greater. Petroleum contamination of sediments at Hanover Pond is possible and not entirely determined. Volumes of dredge material were previously determined based upon a finished 4:1 subsurface grade, and must be recalculated at 6:1.

DRAFT**SPECIFIC WORK ITEMS**

The following tasks are required to complete the work on the Quinnipiac River Impoundment Restorations Study:

Community Lake Impoundment Restoration**Task 1.0 Additional Research / Data Collection**

1.1 PTG will evaluate and comment upon revisions to the hydraulic modeling assumptions suggested by the CTDEP, including changes made to cross-sections in the study area (from Quinnipiac Street, northerly approximately 10,000 feet, to just upstream of the Route 15 crossing).

1.2 PTG will perform additional hydraulic analyses (based upon the revisions in Task 1.1) to determine the desired spillway size and location for a dam. An analysis of existing, field surveyed conditions ("baseline") will be conducted. This baseline will be modified to evaluate a 6' high dam (spillway elevation 33.0') and the general feasibility of an 8' or 9' high dam (spillway elevation 35.0' or 36.0'). National Geodetic Vertical Datum, 1929 (NGVD) will be used throughout. PTG will also evaluate the "no dam" alternative. The cross-sections used in the model will reflect a constructed 9' deep impoundment with 6:1 in-water, side-slopes. The analyses will be performed for the 10-year and 100-year storm events under both existing and encroached conditions. The hydraulic constriction created by the Hall Avenue Bridge immediately downstream of the proposed dam will be included in the analyses.

1.3 A determination of the hydraulic residence time within the newly created impoundment will be made and its predicted effect on the threat of nuisance algae blooms will be evaluated.

1.4 Using base mapping and Community Lake topographical survey data, a determination of the applicability of weirs, their effects, and the practicability of using them to enhance the creation of wetlands will be made.

Task 2.0 Conceptual Dam Design including Fish Passage

2.1 PTG will prepare conceptual designs/drawings of the alternative dam heights described in 1.2 above including: the dam and weirs, (if applicable), with allowance for fish passage; the impoundment; and the adjoining wetland areas and associated uplands. As outlined in the original scope for this project, boring information available from the Connecticut Department of Transportation (CTDOT) for the Hall Avenue Bridge will be used to develop conceptual plans for the dam. No additional borings will be performed. Additional topographic data was gathered as described in Task 17.0 of the original scope and will be utilized in preparation of the drawings.

2.2 An opportunity exists to create a "forebay" (sedimentation basin) within the restored lake to ease future dredging maintenance and preserve the depth of the restored impoundment. This option may augment the sediment trapping functions of the wetlands associated with the lake. A preliminary design and cost estimates will be presented.

DRAFT**Task 3.0 Analysis of Sediment Contamination at Community Lake**

3.1 PTG will review the entire body of physical and chemical data presently available on the sediments at Community Lake to determine, to the extent practicable, the nature, extent and characterization of any soil contamination. The issue of proper and safe handling and the options for storage, dewatering and disposal/use of the sediments will be addressed.

3.2 For future use by the CTDEP when preparing the Scope of Services for the final design, PTG will suggest a protocol for complete sampling and analysis of the Community Lake area to satisfactorily determine the total extent of any contamination.

Task 4.0 Preliminary Engineering of Sediment Removal Options

4.1 PTG will report the estimated volumes of sediment which will be required to be removed from the old impoundment area in order to achieve a new impoundment with a target depth of 9 feet without constructing a dam. Sideslopes will be set at 6:1 based upon follow-up discussions with the CTDEP. Without further sampling to determine the extent of contamination around the former Community Lake (Task 3.2, above) only a general review of the options for handling, use, and disposal of the spoils can be presented. Similarly, PTG will present options for sediment removal methodology (mechanical and hydraulic), dewatering, project timing, and staging. Based upon existing data available at present, an estimated range of the volume of "clean", any "contaminated" and any "hazardous" materials will be provided in a matrix format to allow relative comparisons.

4.2 Same as para. 4.1 above for the 6' high dam alternative.

4.3 Same as para. 4.1 above for the 8'-9' high dam alternative.

4.4 Same as para. 4.1 above for the "forebay" concept described in Task 2.2.

Task 5.0 Determine Water Surface Elevations

Each of the three alternatives (no dam, 6' dam and 8'-9' dam) will be evaluated to determine the areal extent of the impoundment, the associated wetland fringe and headwater wetland areas.

Task 6.0 Preparation of Cost Estimates for Preliminary Designs

Due to the uncertainties presented by the contamination issues and disposal options, it is not feasible to prepare detailed cost estimates for this project at this time. Therefore, PTG will rely upon the use of a unit cost matrix for sediment removal and disposal options to create the impoundment and wetland areas for each of the dam and weir construction alternatives (including fish passage). This matrix will rely on analysis of the refined topographic data gathered by PTG, the impoundment design, specified depth to hinder macrophyte growth and final dam siting to estimate the volume of sediment removal for the three alternatives. Disposal costs will be presented for "clean", "contaminated" and "hazardous" materials. In this way, the range of construction costs for this project can be reported. An optional "forebay" for sediment trapping will be included in the conceptual design and costs.

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Task 7.0 Compilation of Findings

PTG will retrieve information gathered under the original scope of work for Community Lake, as well as new information determined in this Scope of Services, to present the CTDEP with a body of information for the evaluation of the issues involved in the restoration of the impoundment, including:

- | | |
|----------------------------------|------------------------------|
| • Alternatives | • Cost Estimates |
| • Public Outreach | • Macrophyte & Algae Growth |
| • Concerns/Goals of Stakeholders | • Sediment Contamination |
| • Ownership & Flowage Rights | • Sediment Disposal & Costs |
| • Environmental Impacts | • Survey & Bathymetry |
| • Hydraulic & Hydrologic Review | • Recreational Opportunities |

Task 8.0 Environmental Impacts

The potential environmental impacts of the evaluated alternatives will be assessed, especially:

- water quality, including the potential for and duration and frequency of, macrophyte growth and algae blooms. The hydraulic residence times during summer flow conditions will be described to explain the effect of the recommended alternative on algae populations. Existing macrophyte populations in Community Lake, Hanover Pond and existing CTDEP data on similar Connecticut lakes and ponds will be used as a guide, along with discussions with CTDEP on the hydraulic residence times. The potential effects on water quality from the sediment removal activities (including recontouring the lake bottom) will also be discussed;
- wildlife habitat, including the predicted impacts on existing wildlife populations, species which are listed as threatened, endangered or of special concern, and a description of anticipated wildlife benefits including fisheries and waterfowl;
- flooding potential and floodway impacts, including the effects of flood stages upstream of any proposed structures, especially areas that are currently flooded during storm events. The Hydraulic Engineering Circular-2 (HEC-2) model, developed during this study from the 1991 FEMA Flood Insurance Study (FIS) United States Geological Survey (USGS) E431/J635 computer model, will be run for the three alternatives. It will be supplemented with information from the 1990 Fuss & O'Neill report "A Dam Reconstruction Feasibility and Impact Evaluation - Community Lake, Quinnipiac River, Wallingford, Connecticut" and the Hydraulic Report for the new Route 150 bridge. PTG will review modeling provided by the CTDEP to assess any impacts on the preferred alternative at Community Lake.
- vegetative communities, including the predicted effects on existing and anticipated vegetative communities, with special emphasis on weed species control (such as *Phragmites australis* and *Lythrum salicaria*);
- sedimentation, including the predicted potential of increased sedimentation upstream of each impoundment, and recommendations for maintaining desired lake and river bed elevations; and

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- environmental benefits of the projects, including water quality enhancements, sediment trapping, recreational benefits, wildlife and fisheries habitat values, flood storage and aesthetic values, among others.

Wallace Dam Fish Ladder**Task 9.0 Additional Research / Data Collection**

PTG investigated the options for providing passage for anadromous fish in the Quinnipiac River at the Wallace Dam site. Site visits with CTDEP staff and PTG personnel determined that removing the dam had a variety of associated risks and that the most feasible and cost effective means of providing for fish passage here is via a Denil fishladder. Prior to design and construction, further inspection of the approach zone at the base of the dam may be needed to determine whether minor substrate grading will aid fish in locating the ladder.

Task 10.0 Conceptual Design

PTG has prepared conceptual designs of the two alternatives evaluated for fish passage at the Wallace Dam site namely, ladders at either end of the dam.

Task 11.0 Preliminary Engineering of a Preferred Alternative

A description of the two alternatives evaluated, and the criteria and rationale utilized, for the selection of the preferred alternative (Denil fishladder on the west side) will be provided. No provisions for a viewing station within the ladder will be included. No soil contamination investigation has been conducted at the Wallace Dam site since removal and disposal of sediments is not expected to be an issue. This section will be supported with graphics to adequately and clearly portray the type of fish passage recommended.

Task 12.0 Preparation of Cost Estimates for Preliminary Designs

12.1 An estimate for construction of the preferred alternative fish passage will be provided, based on the Preliminary Engineering design of Task 11.0. The estimates will cover design, construction, construction supervision and maintenance.

12.2 PTG will prepare cost estimates under this scope of services to take the conceptual designs to a biddable project.

Hanover Pond Dredging**Task 13.0 Additional Research / Data Collection**

No additional research or data collection is (see Task 15.2 below)

DRAFT**Task 14.0 Analysis of Sediment Contamination at Hanover Pond**

14.1 PTG will review the entire body of physical and chemical data presently available on the sediments at Hanover Pond to determine, to the extent practicable, the nature, extent and characterization of any soil contamination. The issue of proper and safe handling and the options for storage, dewatering and disposal/use of the sediments will be addressed.

14.2 For future use by the CTDEP when preparing the Scope of Services for the final design, PTG will suggest a protocol for complete sampling and analysis of the Hanover Pond area to satisfactorily determine the total extent of any contamination.

Task 15.0 Conceptual Dredging Plan

PTG will determine estimated volumes of dredge spoils to be removed from Hanover Pond to achieve the target depth of 9 feet to provide for macrophyte control, improve water quality and restore recreational opportunities. Sideslopes will be set at 6:1 based upon follow-up discussions with the CTDEP. Based upon the review in paragraph 14.1 above, an estimated range of the volume of "clean", any "contaminated" and any "hazardous" materials will be provided in a matrix format to allow relative comparisons. Without further sampling to define the extent of contamination around Hanover Pond, only a general review of the options for use and disposal for the spoils can be presented. PTG will present options and considerations for dredging methodology i.e., "wet" versus "dry", equipment access, identifying potential stockpile and dewatering areas, and recommended erosion controls for each method. The factors to consider in evaluating the timing of the project will be reviewed, such as, estimated duration, "low-flow" conditions (as related to methodology), fish spawning season, impacts to recreation and potential needs/uses of the dredge spoils.

Task 16.0 Preparation of Cost Estimates for Preliminary Design

Due to the uncertainties presented by the sediment contamination and disposal issues, it is not feasible to prepare detailed cost estimates for this portion of the project. PTG will rely upon the use of a unit cost matrix to present dredging and disposal options. This matrix will use analysis of the refined topographic data provided by CTDEP, the impoundment design (with a specified depth to hinder macrophyte growth) and sideslopes of 6:1 to estimate the volume of dredge spoils. Disposal costs will be presented for "clean", "contaminated" and "hazardous" materials. In this way, the CTDEP will be fully aware of the range of construction costs for this project.

Task 17.0 Environmental Impacts

The potential environmental impacts from the dredging of Hanover Pond upon the following will be assessed:

- water quality, including the potential for and duration and frequency of macrophyte growth and algae blooms. The hydraulic residence time during summer flow conditions will be described to explain the affect of the recommended design on algae populations. The potential effects on water quality from the dredging activities (including sediment removal and recontouring the lake bottom) will also be discussed;

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- flooding potential and flood control;
- wildlife habitat, including the predicted impacts on existing wildlife populations and a description of anticipated wildlife, including fisheries and waterfowl;
- vegetative community, including the predicted effects on existing and anticipated vegetative communities, with special emphasis on weed species control (such as *Phragmites australis* and *Lythrum salicaria*);
- threatened and endangered species reported from the area; and
- environmental benefits of the project, including water quality enhancements, sediment trapping, recreational benefits, wildlife and fisheries habitat values, and aesthetic values among others.

Public Meetings

Task 18.0 Public Meeting

18.1 PTG will coordinate and participate at one Public Meeting on the restoration of Community Lake. The notice, format, location and agenda will be similar to the previous meetings. One newsletter or press release (assume 200 copies) will be prepared and distributed by PTG as well. For budgeting purposes, PTG will provide an additional three 2'x3' color graphics boards at the Public Meeting.

18.2 Wallace Dam fish passage will be combined with 18.1 above. For budgeting purposes, PTG will provide an additional one 2'x3' color graphics board at the Public Meeting.

18.3 Hanover Pond: After the preliminary dredging plan for Hanover Pond has been determined and reviewed with CTDEP, a coordination meeting will be held with the City of Meriden to review the status of the project and to discuss updates to the plans for the dam repair and spoils disposal options. For budgeting purposes, PTG will provide an additional two 2'x3' color graphics boards at the coordination meeting.

Report Preparation

PTG will prepare a report and recommendations based upon the compilation of research above in Tasks 1.0 - 18.0. The report will be comprised of sections on Community Lake, Wallace Dam and Hanover Pond, respectively:

Task 19.0 Community Lake

The section on the Restoration of Community Lake will contain the following:

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19.1 An "Executive Summary" for distribution to the project stakeholders including a condensed presentation of the alternatives and recommendations supported by graphics.

19.2 A description of the alternatives evaluated and the criteria and rationale to be utilized in selecting a preferred alternative. In those instances where PTG believes that insufficient information exists to make recommendations based upon the findings, an in-depth discussion of the issue will be substituted. A review of the hydraulic/hydrologic modeling which is critical to the public's and regulatory agencies' acceptance of the lake restoration will be presented. The rationale for dredging to achieve depths sufficient to inhibit macrophytic growth will be discussed. The existing topographic and bathymetric data will be presented. Environmental impacts of the proposed actions will be reviewed. This section will be supported with graphics to adequately and clearly portray (a) the proposed alternatives for the dam with spillway, weir and fish ladder; (b) the restored impoundment with associated wetlands, and (c) conceptual plans of the surrounding upland habitat. Plans showing existing and proposed conditions can be used as needed to portray recommended changes to Community Lake. Appendices will include hydraulic/hydrologic modeling, sediment sampling results, ecological data, subsurface data and water quality results, among other information.

19.3 Conceptual Designs/Costs. Conceptual designs and a unit cost matrix will be presented for each of the alternatives for impoundment restoration at Community Lake. Tables will be presented to report the information in a way that clearly compares the alternatives.

19.4 Sediment Removal Options. Without further sampling to define the extent of contamination around the former Community Lake only a general review of the options for handling, use and disposal of the removed sediments will be presented. Similarly, PTG will present options for removal methodology, dewatering, project timing and staging.

19.5 PTG will discuss the inherent conflicts in the objectives and concerns of some of the stakeholders to allow the CTDEP to make informed decisions about the project. For example: raising water levels to form a lake and stabilize stream banks will eliminate potential habitat for the tiger beetles identified at the site; recreating open water habitat in the former lake bed eliminates developing upland / wetland systems, and sediment contamination and fiscal constraints will require some consensus on the project's elements and attributes.

19.6 PTG will briefly discuss recreational options that have been explored and discussed during the course of study.

Task 20.0 Wallace Dam

This section on the fish passage at Wallace Dam will contain the following:

20.1 The report will summarize the background data collected, site inspections regarding the condition of the dam and its environs and a presentation of the alternatives evaluated. A review of the criteria used to select the recommended alternative will be presented and estimates for design, construction and engineering will be supplied. This section will be supported with graphics to adequately and clearly portray the type of fish

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passage recommended. A discussion of the associated environmental impacts and anticipated fishery and wildlife benefits will be included.

20.2 A compilation of meeting minutes and correspondence will be included as an appendix to the report.

Task 21.0 Hanover Pond

This section on the dredging of Hanover Pond will contain the following:

21.1 A review of the data gathered on Hanover Pond will be presented including water quality, sediment characteristics, algal blooms, macrophytes and bathymetry. The calculated volume of dredge spoils to be removed and a cost matrix for disposal options will be presented. General recommendations for dredging methodology and potential stockpile and dewatering areas will be presented. The control of macrophyte growth and restoration of boating opportunities at Hanover Pond will be described. The anticipated environmental impacts of the project will be presented. The text will be supplemented with graphics (such as cross sections and elevations) as needed to depict recommended solutions.

DELIVERABLES:

PTG will print 10 draft copies of the Report for review by the CTDEP. The Report will be formatted to 8 1/2"x11" with 11"x17" black and white graphics, as needed. After review by the CTDEP, PTG will revise the Report and supply the CTDEP with 20 bound copies of the Final Report.

PTG will supply the CTDEP with 50 copies of the Executive Summary.

PROJECT CHRONOLOGYPond Hill Road Bridge Over Wharton Brook

1994 - 1997:	Project initiated & Design started. Project stopped at 60% stage.
Summer, 1998:	Conn. DOT advises Town to reduce width of Bridge due to deteriorating superstructure.
Fall, 1998:	Town undertakes required emergency repair work.
Winter, 1998/99:	Town directs consultant to accelerate design for Summer 99 Construction.
June 8, 1999:	Town advertises project for construction bids.
June 30, 1999:	Bids received were 80% over the \$360,000 Engineer estimate.
July 99-Feb. 2000:	Decision made to re-advertise the project to obtain lower price.
March, 2000:	Plans revised to incorporate cost reducing items. Project re-advertised. Bridge to be closed June 28 th thru August 28 th .
April 24, 2000:	Bids Received: J.T. Furrey low bidder at \$370,744.
May 4, 2000:	Contract Signed & Pre-Construction meeting held.
May 22, 2000:	Notice-to-Proceed issued for 180 day Construction Contract.
June 27, 2000:	School Year Ends.
June 28/29 2000:	Work on Water Main in Pond Hill Road performed.
July 11, 2000:	Road closed and demolition begins (Day 51 of Contract).
July 13, 2000:	Bridge Deck Removed.
July 14-23, 2000:	Work begins on Abutment Repairs.
July 24, 2000:	Deterioration of Abutment walls exposed.
July 28, 2000:	Mayor notified as to bridge problems, which creates the potential for additional costs and time delays.
August 1,2,3, 2000:	Town, designer and Conn.DOT confer on possible repair strategies.
August 4-15, 2000:	Contractor works on abutments and bridge seats.
August 9, 2000:	Engineering notifies Board of Ed. that bridge will NOT be opened for school traffic on August 29 th , as originally planned.
August 17, 2000:	Reinforcing steel delivered to project site.
August 24, 2000:	Concrete poured for new abutment caps.
August 31, 2000:	Deck beams scheduled for installation. Crane gets flat tire on way to job.
Sept. 1, 2000:	Deck beams installed.
Sept. 5-8, 2000:	Work on wall caps and parapets.
Sept. 11&12, 2000:	Continuing work on deck and back-walls.

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- Notes:
1. Out of the 180 day Construction Contract; 114 days have been used; 66 days remain,
 2. The Contractor has been on-site, working 51 days out of 114 days
 3. Contractor believes road will be open to traffic by the middle of October

RECEIVED FOR RECORD 9-21-00

AT ___ H ___ M ___ M AND RECORDED BY

Bonny Bardi TOWN CLERK