

TOWN COUNCIL MEETING

MARCH 28, 1995

6:30 P.M.

1. Roll Call and Pledge of Allegiance
2. Discussion and Possible Action on Revising Section III of the Town Council Meeting Procedures Regarding the Public Question and Answer Period as Requested by Councilor Thomas Zappala
3. Consider and Approve a Waiver of Bid for Tank Repair Work on North Farms Tanker Truck #7 - Department of Fire Services
4. Consider and Approve the Following Transfers for the Department of Fire Services:
 - a. \$5,290 from Fire Chief's Wages Acct. #001-2030-100-1200 to In-Service Training Acct. #001-2030-100-1660
 - b. \$1,020 from Fire Chief's Wages Acct. #001-2030-100-1200 and \$360 from No Sick Leave Incentive Acct. #001-2030-100-1620 for a Total of \$1,380 to Union Business Replacement Acct. #001-2030-100-1640
 - c. \$3,890 from Paid Holidays Acct. #001-2030-100-1700 to Workers Compensation Replacement Acct. #001-2030-100-1630
 - d. \$2,265 from No sick Leave Incentive Acct. #001-2030-100-1620 to Sick Replacement Acct. #001-2030-100-1600
 - e. \$1,450 from Fire Chief's Wages Acct. #001-2030-100-1200 to Training Replacement Acct. #001-2030-100-1550
 - f. \$2,310 from Paid Holidays Acct. #001-2030-100-1700 to Vacation Replacement Acct. #001-2030-100-1500
 - g. \$880 from Fire Chief's Wages Acct. #001-2030-100-1200 and \$2,600 from Paid Holidays Acct. #001-2030-100-1700 for a total of \$3,480 to Overtime Acct. #001-2030-100-1400
5. Consider and Approve a Transfer of Funds Totalling \$1,958 from Various Accounts Within the Parks & Recreation Department Budget to Professional Service Acct. #001-4010-900-9000 - Parks & Recreation Department
6. Consider and Approve a Transfer of Funds in the Amount of \$1,500 from Self-Insurance Claims Acct. #001-8040-800-8280 to Office Supplies Acct. #001-1320-400-4000 - Department of Law
7. Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Part Time Wages Acct. #001-1400-100-1350 to Overtime Acct. #001-1400-100-1400 - Comptroller's Office

(OVER)

8. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
9. PUBLIC HEARING on Ordinance #421 Entitled, "Litter Ordinance"
- 7:45 P.M.
- 10a. Consider and Approve Rescinding the Acceptance of Winding Brook Road (Woodlands II) by the Town Council at Their March 14, 1995 Meeting
- b. Consider and Approve Accepting Winding Brook Lane (Woodlands II) Approved by the Planning & Zoning Commission at Their March 13, 1995 Meeting
11. Approve and Accept the Minutes of the March 14, 1995 Town Council Meeting
12. Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Regards to the Purchase, Sale and/or Lease of Property
13. Consider and Approve the Purchase of the Tennyson Property
- Department of Law
14. Consider and Approve the Purchase of the Layman Property
- Department of Law
15. Consider and Approve the Purchase of the Lacey Property
- Department of Law
16. Consider and Approve a Transfer of Funds in the Amount of \$222,000 from Self-Financed Yalesville School Roof: Open Space Land Recreation Site Acct. #002-9392-500-2200 to Property Purchase and Improvements 132 Prince Street Acct. #002-9392-500-2210 - Mayor
17. Consider and Approve a Contract for Purchase and Procurement of Deposit of 6 Fairfield Boulevard as Requested by the Town Attorney
18. Consider and Approve a Resolution of Official Intent to Reimburse Expenditures with Bond Proceeds in the Maximum Amount of \$110,000 for the Payment of Refundable Deposit in Connection with the Acquisition of Real Property and Buildings Located at 6 Fairfield Blvd. - Mayor
19. Consider and Approve a Transfer of Funds in the Amount of \$110,000 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Recreation - Fairfield Blvd. Purchase Deposit Acct. #001-4000-999-9905 - Mayor
20. Consider and Approve Tax Refunds (#214-#348) in the Amount of \$67,608.19 - Tax Collector

TOWN COUNCIL MEETING

MARCH 28, 1995

SUMMARY

<u>Agenda Item</u>	<u>Page No.</u>
2. Fail to Revise Section III of the Town Council Meeting Procedures with Regards to Public Question and Answer Period	1-3
3. Approve a Waiver of Bid for Tank Repair Work on North Farms Tanker Truck #7 - Fire Dept.	3
4a. Table a Transfer of \$5,290 to In-Service Training Acct. - Fire Dept.	6
4b. Approve a Transfer Totalling \$1,380 to Union Business Replacement Acct. - Fire Dept.	6-7
4c. Approve a Transfer of \$3,890 to Workers Compensation Acct. - Fire Dept.	7
4d. Approve a Transfer of \$2,265 to Sick Replacement Acct. - Fire Dept.	7
4e. Approve a Transfer of \$1,450 to Training Replacement Acct. - Fire Dept.	7
4f. Approve a Transfer of \$2,310 to Vacation Replacement Acct. - Fire Dept.	7-8
4g. Approve a Transfer Totalling \$3,480 to Overtime Acct. - Fire Dept.	8-9
5. Approve a Transfer of \$1,958 to Professional Service Acct. - Parks & Recreation Dept.	9-10
6. Approve a Transfer of \$1,500 to Office Supplies Acct. - Law Dept.	10
7. Approve a Transfer of \$1,000 to Overtime Acct. - Comptroller's Office	10
8. PUBLIC QUESTION AND ANSWER PERIOD - Wooding/Caplan Property; Budget Info Request; D.O.T.'s Plan to Improve Traffic Flow on Route 5 Inquiry	3-4
9. Repeal Ordinance #421, "Litter Ordinance" and Adopt New Litter Ordinance	4-6
10a. Approve Rescinding the Acceptance of Winding Brook Road (Woodlands II)	10

<u>Agenda Item</u>	<u>Page No.</u>
10b. Approve Accepting Winding Brook Lane (Woodlands II)	10
11. Approve and Accept the Minutes of the Town Council Meeting of March 14, 1995 with One Correction	10-11
12. Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes With Regards to the Purchase, Sale and/or Lease of Property	11
13. Approve Finalizing the Negotiations and Conditions for Purchase of Property Known as 137 Church Street Yalesville for a Price of \$165,000	11
14. Approve Finalizing the Negotiations and Conditions for Purchase of Property Known as 419 Church Street Yalesville for a Price of \$90,000	11
15. Approve Finalizing the Negotiations and Conditions for Purchase of Property Known as 132 Prince Street Yalesville for a Price of \$155,000	11-12
16. Approve a Transfer of \$222,000 to Property Purchase and Improvements 132 Prince Street Acct. - Mayor	12
17. Approve Finalizing Negotiations and Conditions Subject to Approval as Discussed in Executive Session Regarding the Purchase and Procurement of Deposit of 6 Fairfield Blvd.	12-15
18. Approve a Resolution of Official Intent to Reimburse Expenditures with Bond Proceeds in the Maximum Amount of \$110,000 for the Payment of Refundable Deposit in Connection with the Acquisition of Real Property and Buildings Located at 6 Fairfield Blvd. - Mayor	15
19. Approve a Transfer of \$110,000 to Recreation - Fairfield Blvd. Purchase Deposit Acct. - Mayor	15
20. Approve Tax Refunds (#214-348) in the Amount of \$67,608.19 - Tax Collector	15-16

WAIVER OF RULE V

To Allow a Member of the Public to Speak who was Prevented from Speaking at the Public Question and Answer Period of March 14, 1995 3

To Accept the Resignation of Walt Serbent from the Community Lake Study Committee and Appoint Barbara Cominos in His Place 16

TOWN COUNCIL MEETING

MARCH 28, 1995

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, March 28, 1995 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Thomas D. Solinsky at 6:36 P.M. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall with the exception of Ms. Papale who arrived at 6:45 P.M. Mayor William W. Dickinson, Jr. arrived at 7:10 P.M., Corporation Counselor Adam Mantzaris and Comptroller Thomas A. Myers were also present. Town Attorney Janis M. Small arrived at 8:55 P.M. at which time Corporation Counselor Adam Mantzaris left the meeting.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Discussion and Possible Action on Revising Section III of the Town Council Meeting Procedures Regarding the Public Question and Answer Period as Requested by Councilor Thomas Zappala.

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Mr. Zappala stated that this item is a topic of discussion due to the fact that some members of the public have began to utilize this portion of the meeting for the purpose of making statements, at times monopolizing the time period allotted to speak therefore excluding others from speaking. The purpose of the Public Question and Answer Period is for individuals to ask questions of those public officials present. If the questions cannot be answered at that time then the individual will be followed up with at a later date once the information is obtained. At the last meeting one individual took an inordinate amount of time to comment on several issues precluding another member of the public from commenting on an important issue such as the school building project.

Ms. Papale agreed with Mr. Zappala's suggestion to limit the public's input but not necessarily to only three minutes. We need to remind the public that there is not enough time to make lengthy statements.

Mr. Knight was also in agreement with the proposal since certain members of the public seem to "wander all over the yard" with comments and opinions. Three minutes seem to be plenty of time for points to be made. Other members of the public have their comments, questions and/or statements prepared and when they approach the microphone they get right to the point briefly. We are asking the public to be more organized.

Mr. Killen was of the opinion that the public cannot be blamed for prolonging the meetings. The Chairman has the authority to limit the amount of time someone is speaking if it becomes a deterrent to the meeting proceedings. The public should not be allowed to run away with the session.

March 28, 1995

Mr. Gouveia also felt that the public cannot be made the scapegoat for the lengthy meetings. If one or two individuals take an inordinate amount of time at the microphone it is the price you pay for gaining valuable information from others. There is not enough public input as it is at the meetings.

Mr. Solinsky stated, if the public brought their concerns to the Chairman first then the items can be placed on the agenda for discussion and it would be worthwhile. It is not fair to bring the issues to the Council and expect that they be taken up for discussion that same night. The Council themselves have to submit items for discussion almost one week prior to the meeting so that background information can be researched.

Mr. Zandri felt that the Public Question and Answer Period is being misused. Questions should be asked, speeches should not be made. If questions cannot be answered then the item can be followed up on and the public given their answers when we obtain them or they can be a topic of discussion at an upcoming meeting.

Mr. Rys stated that, although he does not like to compare Wallingford with other towns, Cheshire has a process of having those individuals who would like to speak to the Council sign up before the meeting to do so. Perhaps a thirty minute timeframe can be set aside prior to the beginning of a meeting to allow the public to speak and limit it to those who have signed up requesting to do so. The public can also contact department heads or officials in the offices or the Council at their homes to ask questions rather than wait for a meeting to do so. Everyone is willing to be of help. If the questions are asked ahead of time of the department heads or officials, perhaps they can receive an answer at the meeting.

Mrs. Duryea had no problem with the public asking questions at the meeting and trying to obtain information on camera at the meetings.

Dave Canto, 4 Meadows Edge Drive; Edward Bradley, 2 Hampton Trail and Frank Wasilewski, 57 North Orchard Street all were opposed to limiting the public's input. Mr. Bradley pointed out that the meetings have started one half hour earlier than they used to and still they continue on long into the night. The public cannot be blamed for the Council's long windedness on issues. He went on to say that Mr. Zappala wasted forty-five minutes at the last meeting trying to form a Community Pool Study Committee when a unofficial committee has already been meeting and a we have recently disbanded the formal committee. It is redundancy which prolongs the length of the meetings. Mr. Wasilewski stated that the Council would be violating the first eight amendments to the Constitution with regards to freedom of speech. If the agenda contains twenty items of business and each of the nine Councilors spoke three minutes on every item the meeting would continue for nine hours.

Jim Barker, 501 N. Branford Road stated that the transfers should be placed at the end of the agenda so that the department heads would have to be present late into the night for their items. That would hopefully make them better managers of the their budgets. Three

March 28, 1995

minutes seems fair for a limit on speaking, however, one must remember that the public input is what adds flavor and charm to Wallingford's meetings and atmosphere.

Pasquale Melillo, 15 Haller Place stated that it would not be fair to limit the public and not the Council.

VOTE: Knight, Papale, Rys and Zappala, aye; all others, no; motion failed.

WAIVER OF RULE V Motion was made by Mr. Zappala to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Allowing a Member of the Public to Speak who was Excluded from Speaking at the Public Question and Answer Period at the Meeting of March 14, 1995, seconded by Mr. Killen.

VOTE: Rys, no; all others, aye; motion duly carried.

Don Campo, 422 S. Elm Street stated that, in his opinion, the School Building Expansion Committee is not performing their duties as well as they could be and that the idea of having a construction manager overseeing the project is adding unnecessary costs to the job. There are a great many qualified people in town with expertise who can do the job. Why not keep the architect on the project like we have done in the past? He warned that a conflict of interest could develop if the building committee is opening the bids.

Mr. Killen stated that it is not fair to trample the committee when they have dedicated long hours and attention to their duties. Some clerk of the works that have overseen projects in the past were not worth their salt. The Council has faith in the committee and the job they are doing.

ITEM #3 Consider and Approve a Waiver of Bid for Tank Repair Work on North Farms Tanker Truck #7 - Dept. of Fire Services

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Peter Struble, Assistant Fire Chief explained that this is the same truck that had a seal tank installed on it in 1992. This time it is not a tank problem but rather the tank cradle, it exhibits cracks. The weld shop we normally do business with will not touch it, it requires specialty work. This firm came highly recommended for the job.

VOTE: Killen, no; all others, aye; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Alta Moran, So. Airline Road asked that people identify themselves when they approach the microphone for the benefit of the public.

Frank Wasilewski 57 N. Orchard Street asked if a bid has gone out to remove the buildings on the Wooding/Caplan Property? He suggested selling the buildings for \$1.00.

He asked if the Mayor's budget has gone out to the printer yet?
Are you going to have the salaries listed in the budget this year?

Mayor Dickinson stated that it has not gone to print yet and the salary information will be available but will not be printed with the budget.

Pat Melillo, 15 Haller Place, Yalesville stated it is his understanding the State D.O.T. has a plan to improve traffic flow on Route 5 by installing coordinating traffic lights at nineteen intersections. It is supposed to cost between \$1 million and \$5 million and the work is scheduled to go out to bid in the Fall. Who will pay for that? Who will control it?

Mr. Knight responded, we will all pay for it eventually, but the funds are originally coming from the developers of the Walmart and K-Mart properties. The State should be picking up the rest.

Mayor Dickinson stated that it will be State and Federal government funding the project, not local government. The responsibility for maintaining the lights will vary with each intersection. There is no consistent policy on this issue.

ITEM #9 PUBLIC HEARING on Ordinance #421 Entitled, "Litter Ordinance"

Motion was made by Mrs. Duryea, seconded by Mr. Killen.

George Yasensky, Registered Sanitarian stated that the revisions to the ordinance have removed a lot of the "gray" areas from it and he now feels comfortable with the ordinance the way it now stands and with enforcing it.

Corporation Counselor Adam Mantzaris informed the Council that the new draft ordinance includes a reworked prohibition against dumping. A new section has been added to address the issue of unsolicited delivery of advertising circulars and similar products which tend to become litter if not accepted or removed by the owner or resident of the property. Also new is the addition to the penalty section which gives the enforcing official the discretion to issue a warning to a violator.

He recommended repealing the amendment made to Section 6, Penalties, at the last meeting due to the fact that a revision made to the new draft has combined the specifics under which the \$100.00 fine is levied.

The following changes were made pursuant to the Council's actions at the last Town Council Meeting:

SECTION 2c.

This section now has a forty-five day time period added to help determine the length of time that material has been discarded and has can be identified as dumped.

SECTION 3a.

A reference made in this section to Section 3a should be corrected to read Subsection 3.

SECTION 3c.

Has been separated out to stand on its own.

SECTION 3d.

The word "rebuttable" has been added.

SECTION 3e.

This section has been added to address materials thrown from vehicles.

SECTION 3f.

This section has been added to address the distribution of advertising circulars.

SECTION 3g.

This section has been added to prohibit people from dumping. The reference made in this section to Section 3g should be corrected to read, "Subsection 3".

SECTION 6

Changes have been made in this section to reflect increased fines for violations.

Language has been added to this section institute a warning process.

Motion was made by Mr. Gouveia to Rescind the Action Taken by the Council at the March 14, 1995 Town Council Meeting to Amend Section 6 of the Ordinance, seconded by Mrs. Duryea.

VOTE: All ayes; motion duly carried.

Motion was made by Mr. Gouveia to Insert the Language, "but not to exceed seven days" After the Word "forthwith" in Section 6, Page 4. Seconded by Mrs. Duryea.

VOTE: All ayes; motion duly carried.

Motion was made by Mrs. Duryea to Repeal Ordinance #421 and Adopt the New Litter Ordinance as Amended, seconded by Mr. Gouveia.

March 28, 1995

VOTE: All ayes; motion duly carried.

ITEM #4a Consider and Approve a Transfer of Funds in the Amount of \$5,290 from Fire Chief's Wages Acct. #001-2030-100-1200 to In-Service Training Acct. #001-2030-100-1660 - Dept. of Fire Services

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Mr. Rys stated that a previous transfer of \$5,500 has been made into this account (Fire Chief's wages) earlier in the fiscal year. He asked Chief Struble if he recalled why that transfer was made?

Chief Struble did not recall.

Mr. Killen pointed out that the transfer was made due to the union contract increase for managers.

Mr. Gouveia stated that account #100-1660 is the Paramedics School Inservice Training account. The back up information states that this transfer is being sought for the purpose of allowing two firefighters to attend a truck operating class. He thought this account was specifically for the paramedics?

Chief Struble stated that the account is used for both paramedics and firefighters who go to school.

Mr. Gouveia stated that there are at least two or three more accounts in the Fire Department's budget for inservice training and training replacement from which funds can be taken for the firefighter's training. He thought this account is specifically for paramedics.

Thomas Myers, Comptroller, confirmed that account #100-1660 is specifically for paramedic inservice training. He suggested tabling this transfer.

Mr. Gouveia made a motion to Table This Transfer, seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

ITEM #4b Consider and Approve a Transfer in the Amount of \$1,020 from Fire Chief's Wages Acct. #001-2030-100-1200 and \$360 from No Sick Leave Incentive Acct. #001-2030-100-1620 for a Total of \$1,380 to Union Business Replacement Acct. #001-2030-100-1640

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

Mr. Gouveia stated that the account is listed as Union Business Replacement Account yet the explanation states that these funds are needed to fund the honor guard in the Jubilee 325 parade.

March 28, 1995

Chief Struble stated that under the union contract the honor guard is allotted replacement days or days off from work for both negotiations and their allotted five days for honor guard, or equivalent hours.

Mr. Zandri asked what job the honor guard will be performing in the parade?

Chief Struble responded, they will lead the parade as a drill guard. The honor guard also attends funerals for firefighters in other communities. The benefit is negotiated into the contract.

Mr. Zandri stated that if the firefighters are on duty and need to be replaced because they will act as honor guard in a parade, someone else should act as the honor guard. The men should not be taken off their work schedule or replaced. That benefit should be negotiated out of the contract. It is a separate issue. The taxpayers should not be paying employees to negotiate union contracts when he feels that they are the Town's adversaries.

Mr. Gouveia stated that he could not see how the two issues got mixed. The union business account should be for union officials.

Chief Struble did not believe that the contract specifically states that it is solely for union officials.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #4c Consider and Approve a Transfer of Funds in the Amount of \$3,890 from Paid Holidays Acct. #001-2030-100-1700 to Workers Compensation Replacement Acct. #001-2030-100-1630

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #4d Consider and Approve a Transfer of Funds in the Amount of \$2,265 from No sick Leave Incentive Acct. #001-2030-100-1620 to Sick Replacement Acct. #001-2030-100-1600

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #4e Consider and Approve a Transfer of Funds in the Amount of \$1,450 from Fire Chief's Wages Acct. #001-2030-100-1200 to Training Replacement Acct. #001-2030-100-1550

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #4f Consider and Approve a Transfer of Funds in the Amount of \$2,310 from Paid Holidays Acct. #001-2030-100-1700 to Vacation Replacement Acct. #001-2030-100-1500

March 28, 1995

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #4g Consider and Approve a Transfer of Funds in the Amount of \$880 from Fire Chief's Wages Acct. #001-2030-100-1200 and \$2,600 from Paid Holidays Acct. #001-2030-100-1700 for a total of \$3,480 to Overtime Acct. #001-2030-100-1400

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

Mr. Gouveia asked if the Town can recover the costs of the overtime from the other four towns who are part of the trash plant project?

Chief Struble was not aware of any mechanism to recover the cost. The Fire Department met the next day with representatives from CRRA (CT. Resource Recovery Assoc.) to critique the event and to make recommendations to avoid another incident. We have recommended system adjustments and fire protection improvements to them to try and reduce the amount of time it would take if there is another incident.

Mr. Zandri asked, is there any way to involve the other towns to alleviate the overtime drain on us? All the towns benefit from the service of the trash plant.

Chief Struble stated that Cheshire was on site helping us. We extensively used our volunteer forces. Two other towns, North Haven and Meriden, were on standby while we were fighting the fire. There were active operations from 11:00 A.M. until 2:00 A.M. the following morning. We terminated the fire watch as soon as possible.

Mr. Zandri stated that there should be an obligation on the part of the other four towns to help out in this situation so that one town does not have the burden of overtime expense forced on them.

Mr. Gouveia noted that the \$3,480 was not the entire cost for fighting the blaze for it does not take into consideration the regular time used nor the volunteer's efforts and assistance which is priceless.

Mr. Knight asked, what is the figure that the Town receives from CRRA for being a host community for this plant?

Mr. Myers responded, approximately \$980,000.

Mr. Knight stated, perhaps there is an assumption on the part of the other towns that part of this \$980,000 would cover fire protection for the plant.

Mr. Zandri responded, we are getting \$900,000 for the use of our landfill and we are getting ripped off at that.

Mr. Knight asked the Mayor if there is an assumption that fire protection comes with the fee or is that merely rental on the property?

March 28, 1995

Mayor Dickinson responded, as an entity within the Town they are entitled to all of the services offered to any establishment within our boundaries. The so-called P.I.L.O.T. (payment in lieu of taxes) is meant to be a host community reimbursement for what ever costs it represents to the community.

Mr. Zandri asked if the plant is paying taxes to the Town as a business?

Mayor Dickinson responded, the payment is in lieu of taxes. They are tax-exempt.

Mr. Zandri stated, the \$900,000+ is a payment for the landfill. They do not pay any taxes for any services in this town. We have gotten ripped off on the deal. There is no reason why we cannot ask that the other four communities that are involved in this project give us a helping hand if we encounter the same situation.

Mr. Knight stated, if we are re-negotiating with those towns, it should be put on the table. He pointed out that the new post office distribution center is being constructed on the north end of town and they do not pay taxes to the town yet they require fire services as well.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #5 Consider and Approve a Transfer of Funds Totalling \$1,958 from Various Accounts Within the Parks and Recreation Department Budget to Professional Service Acct. #001-4010-900-9000

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Stan Shepardson, Director of Parks & Recreation informed the Council that on March 21, 1995 he met with Mrs. Karen Foster who heads up the group known as "Friends of Community Pool". Four pool consultants were interviewed by the group for the purpose of hiring the consultants to obtain information on a cost estimate to renovate Community Pool. The pool would maintain its present configuration and it is thought that the renovation would possibly consist of new piping, new filtration and gutters.

Of the four consultants interviewed the group was of the opinion that Century Pool was best qualified for this project. Their quote for issuing a cost estimate for the renovation project would be \$1,958 for a total of twenty-two hours of work.

March 28, 1995

Mr. Knight stated that, in his opinion, this estimate will be a small part of the overall cost to renovate the pool, as the group will soon find out. Being a former member of the now disbanded Community Pool Committee Mr. Knight is familiar with what is involved in undertaking the project. The amount of work necessary and the costs involved are tremendous and to think that it will be as simple as replacing piping and filtration systems is a misconception.

VOTE: Killen and Solinsky, no; all others, aye; motion duly carried.

ITEM #6 Consider and Approve a Transfer of Funds in the Amount of \$1,500 from Self-Insurance Claims Acct. #001-8040-800-8280 to Office Supplies Acct. #001-1320-400-4000 - Department of Law

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #7 Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Part Time Wages Acct. #001-1400-100-1350 to Overtime Acct. #001-1400-100-1400 - Comptroller's Office

This transfer is being requested due to retroactive union contract settlements, a computer system conversion and end of the year Federal tax reporting requirements which have all drained the overtime account.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #10a Consider and Approve Rescinding the Acceptance of Winding Brook Road (Woodlands II) by the Town Council at Their Meeting of March 14, 1995

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

This action is being taken by the Council to correct a motion made at the meeting of March 14, 1995 at which time the Council accepted Winding Brook Road (Woodlands II) when it should be accepted as Winding Brook Lane (Woodlands II).

VOTE: All aye; motion duly carried.

ITEM #10b Consider and Approve Accepting Winding Book Lane (Woodlands II) Approved by the Planning & Zoning Commission at Their March 13, 1995 Meeting

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

ITEM #11 Approve and Accept the Minutes of the March 14, 1995 Town

Council Meeting

Motion was made by Mrs. Duryea to Accept the Minutes with One Correction to Page #29, Line 3 Which Reads, "...off the bonding and personal interest..." and Stands Corrected to Read "...off the bonding and principal and interest..", seconded by Ms. Papale.

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

ITEM #12 Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Regards to the Purchase, Sales and/or Lease of Property

Motion was made by Mrs. Duryea to Enter Into Executive Session, seconded by Ms. Papale.

VOTE: All ayes; motion duly carried.

Motion was made by Mrs. Duryea to Exit the Executive Session, seconded by Mr. Killen.

VOTE: All ayes; motion duly carried.

ITEM #13 Consider and Approve the Purchase of the Tennyson Property - Dept. of Law

Motion was made by Mrs. Duryea to Finalize the Negotiations and Conditions for the Purchase of Property Known as 137 Church Street Yalesville for the Price of \$165,000. Seconded by Mr. Rys.

Attorney Small explained that this property is next to Yalesville School and the purchase will allow for the realignment of the intersection.

VOTE: All ayes; motion duly carried.

ITEM #14 Consider and Approve the Purchase of the Layman Property - Dept. of Law

Motion was made by Mrs. Duryea to Finalize the Negotiations and Conditions for the Purchase of Property Known as 419 Church Street Yalesville for the Price of \$90,000. Seconded by Mr. Rys.

Attorney Small explained that this purchase will provide Yalesville School with a uniform lot. As it now stands the proposed addition intrudes on the property line.

VOTE: All ayes; motion duly carried.

ITEM #15 Consider and Approve the Purchase of the Lacey Property - Dept. of Law

March 28, 1995

Motion was made by Mrs. Duryea to Finalize the Negotiations and Conditions for Purchase of Property Known as 132 Prince Street at a Price of \$155,000., seconded by Ms. Papale.

Attorney Small explained that this purchase will square off the property of the Town Hall with the recent purchase of the American Legion. It will also create a safer traffic flow in and out of the Town Hall parking lot. With this purchase the Town will gain an additional seventeen parking spaces as well.

VOTE: Zappala, no; all others, aye; motion duly carried.

ITEM #16 Consider and Approve a Transfer of Funds in the Amount of \$222,000 from Self-Financed Yalesville School Roof" Open Space Land Recreation Site Acct. #002-9392-500-2200 to Property Purchase and Improvements 132 Prince Street Acct. #002-9392-500-2210 - Mayor

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

Mayor Dickinson stated that this transfer covers the purchase of the property, improvement such as road work and drainage. The demolition of the building will be put out to bid.

The recording equipment malfunctioned at this point.

VOTE: Killen and Zappala, no; all others, aye; motion duly carried.

ITEM #17 Consider and Approve a Contract for Purchase and Procurement of Deposit of 6 Fairfield Boulevard as Requested by the Town Attorney

Motion was made by Mrs. Duryea to Finalize the Negotiations and Conditions Subject to Approval as Discussed in Executive Session, seconded by Ms. Papale.

Mr. Gouveia stated that the final outlay of money from the Town has changed and he did not think that the people are aware of that fact. He asked if they should be made aware of it at this point?

Attorney Small stated that the purchase price is still \$1.1 million. The issue that was discussed was taking a tax adjustment which, because of Wallingford's unique method of adjusting taxes, it puts us in a category almost exclusively among ourselves. There is a debate among various bar associations as to whether or not taxes should be adjusted the way they are in Wallingford. The seller's position is that the taxes should be adjusted the same way it is adjusted in other communities therefore a credit that we would get under Wallingford's system of approximately \$35,000 would not be made upon the purchase of this property. The purchase price is, in fact, \$1.1 million under the proposed agreement by the seller.

Mr. Gouveia asked that it be noted for the record that this is not a customary practice in the Town of Wallingford. The final outlay of money from the Town is \$35,000 more than what was anticipated. Whether you refer to it as the purchase price or something else, it

will cost the Town an additional \$35,000 than what has been discussed all along.

Philip Wright, Sr., 160 Cedar Street stated that this entire deal has been fraught with all types of irregularities from the very beginning. We are bungling and he has never witnessed such a messed up procedure in his life. Someone is responsible for negotiating contracts in this town and for getting it up on the table for the public to see. When people sell their houses in this town they pay their taxes until the buyer takes over. That is the way it should be. To do anything else subjects all of you and the Town to legal action. Think very carefully before proceeding. He is amazed at the lack of morality with the entire issue. The building was flooded with water a few weeks ago and now we are paying \$35,000 more for the place. He would like to have all the residents in Town know that they did not hear all of the truth when this was discussed.

Mr. Solinsky asked, what was the reason the owner requested the additional \$35,000.?

Attorney Small responded, after the petition for the referendum was made and enough signatures were gathered, he asked for additional funds because he had to wait for the actual vote to take place. Generally it is not unreasonable for a seller to seek additional funds if he has to carry the property longer than he expected to.

Mayor Dickinson stated, we refused to increase the purchase price and in the discussions it became clear that there was disagreement of the adjustment of taxes. Different towns adjust them in different ways and that is a factor in determining how much money ends up in who's pocket. Our position was that we would not change the purchase price.

Mr. Solinsky asked, if we were able to close earlier it would have saved us this money?

Attorney Small stated, that is correct.

Mr. Wright stated that the seller has the gun to the Town's head and we are folding. This is highway robbery.

Attorney Small responded that the public knows that the Town is willing to pay \$1.1 million and we will still pay \$1.1 million for the property. The average person may not realize that there may have been a credit of some \$35,000 towards the Town.

Mr. Wright stated, it is a question of what we are willing to tell and what we are trying to hide. It appears to be a slick deal.

Mr. Gouveia stated that it was not an attempt to hide anything and that is the reason why he brought it up. Anyone who buys and sells property in this town knows that the buyer is going to get a credit in their taxes because of the way the taxation works in this town. We found out about it in executive session and it was made public when we came into open session.

Mayor Dickinson stated that there are many adjustments that can change the actual dollars that changes hands at a closing. They are separate from the actual purchase price on a piece of property.

Maryann Blamey, 38 David Drive agreed that adjustments occur at closings and we know that Wallingford is different in many ways, one of which is tax adjustment. If the tax adjustment is normal for Wallingford then she would imagine that it would have been included in the contract is that right?

Attorney Small responded, the seller is from New York. The version of the contract he forwarded to the Town has no adjustment at all for that.

Ms. Blamey asked, when you signed the contract did you include the CT. laws that are different from New York State laws? Was the clause put into the contract?

Attorney Small responded, it would have been put in by her but they are refusing to do that.

Ms. Blamey asked, isn't it already under contract?

Attorney Small answered, it is not a signed contract at this point.

Ms. Blamey asked, the seller who brought the property for \$775,000 one and one-half years ago, now wants to sell it to the town for \$1.1 million and on top of it does not want to pay his taxes that are rightfully owed to this town and the rest of us?

Attorney Small stated, the seller wants additional monies for waiting. He actually wanted in excess of the tax adjustment.

Ms. Blamey asked, how long has he had to wait?

Attorney Small responded, two months. She could not sign the contract until she knew whether or not the required number of signatures were going to be obtained for the referendum.

Ms. Blamey stated that it is absurd to pay someone \$17,500., per month to wait to sign the contract. We are being bullied and are having this pushed down our throats. She suggested walking away from the deal.

Robert Sheehan, 11 Cooper Avenue asked, how was the \$35,000 figure arrived at?

Attorney Small stated, it represents the portion of time during his ownership that the new buyer would pay when they got the next tax bill.

Mr. Sheehan stated that it seems as though the Town is buying an awful lot of property and we meet everyone's price. What happens if we don't give him the \$35,000 is the deal off? Tell him to take a hike.

Peter Hale, Scard Road asked that his remarks apply to items #17, 18 & 19 on the agenda. It is agreed among everyone that we do need a new recreation center. Where to place it is the question. It needs to be closer to the center of town, schools parks and the population. Why buy more land when we have alternative sites around the center of town. We can save money for the building if we don't have to pour it down the drain to buy land as proposed up here in the middle of our most prime industrial and research park area. Try to keep the costs under control by constructing the building right from the beginning. Why try to adapt an existing building for a higher cost per square foot. For the Town to take prime property off the tax rolls is not good business. He questions whether or not it was good planning on the part of the Town to purchase this property when considering these points. He urged the Council to vote against this item. We should be able to wait a few more weeks to see what the will of the people is.

Mario Tolla, 69 Pond Hill Road stated that we should not be giving the buyer another \$35,000 if he is in no hurry to sell the property.

Mayor Dickinson stated that it is important to point out that if we are not successful in entering into a contract we will not move ahead with the project. We would walk away from the deal and there would be no need for a referendum.

VOTE: Gouveia and Zappala, no; all others, aye; motion duly carried.

ITEM #18 Consider and Approve a Resolution of Official Intent to Reimburse Expenditures with Bond Proceeds in the Maximum Amount of \$110,000 for the Payment of Refundable Deposit in Connection with the Acquisition of Real Property and Buildings Located at 6 Fairfield Blvd. - Mayor

Motion was made by Mrs. Duryea to Approve and Append a Copy of the Resolution to the Minutes, seconded by Mr. Rys.

VOTE: Gouveia and Zappala, no; all others, aye; motion duly carried.

ITEM #19 Consider and Approve a Transfer of Funds in the Amount of \$110,000 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Recreation - Fairfield Blvd. Purchase Deposit Acct. #001-4000-999-9905 - Mayor

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: Gouveia, Killen, Zandri and Zappala, no; all others, aye; motion duly carried.

ITEM #20 Consider and Approve Tax Refunds (#214-348) in the Amount of \$67,608.19 - Tax Collector

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Mr. Myers explained that an internal error in the bank billing had occurred which resulted in such a large amount of tax refunds this meeting.

VOTE: Gouveia, no; all others, aye; motion duly carried.

WAIVER OF RULE V Motion was made by Mr. Killen to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Accepting a Resignation from a Community Lake Study Committee Member, seconded by Mrs. Duryea.

vote: All ayes; motion duly carried.

Motion was made by Mr. Killen to Accept the Resignation of Walter Serbent, with thanks, and to Appoint Barbara Cominos to the Community Lake Study Committee, seconded by Mrs. Duryea.

VOTE: All ayes; motion duly carried.

Motion was made by Mr. Rys to Adjourn the Meeting, seconded by Mr. Killen.

VOTE: All ayes; motion duly carried.

There being no further business the meeting adjourned at 11:31 P.M.

Meeting recorded and transcribed by:

Kathryn F. Milano

Kathryn F. Milano
Town Council Secretary

Approved by:

Thomas D. Solinsky
Thomas D. Solinsky, Chairman

April 11, 1995

Date

Kathy J. Wall
Kathryn J. Wall, Town Clerk

April 11, 1995

Date

Appendix I

A RESOLUTION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES WITH BOND PROCEEDS IN THE MAXIMUM AMOUNT OF \$110,000 FOR THE PAYMENT OF A REFUNDABLE DEPOSIT IN CONNECTION WITH THE ACQUISITION OF REAL PROPERTY AND BUILDINGS LOCATED AT 6 FAIRFIELD BOULEVARD

RESOLVED:

The Town of Wallingford (the "Issuer") hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and after the date of passage of this resolution in the maximum amount and for the capital project described above with the proceeds of bonds, notes or other obligations ("Bonds") authorized to be issued by the Issuer. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Issuer hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Comptroller or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration.



* N E W D O C *

TOWN COUNCIL MEETING

APRIL 11, 1995

6:30 P.M.

1. Roll Call and Pledge of Allegiance
2. Consider and Approve the Mayoral Appointment of George Cooke to the Position of Commissioner of Public Utilities for a Term of Three (3) years to Expire 03/01/98 - Mayor's Office
3. Consider and Approve a Budget Amendment in the Amount of \$1324.50 from Other Revenue Acct. #012-1040-700-7010 of which \$600.00 is Transferred to Video Equipment Acct. #012-9000-999-9902 and \$724.50 is Transferred to Youth Projects Acct. #012-9000-900-9010 - Youth Service Bureau
4. Consider and Approve a Transfer in the Amount of \$800.00 of which \$8.00 is Transferred from Fire Training Supplies Acct. #001-2030-400-4300 and \$792.00 is Transferred from Public Fire Safety Ed. Acct. #001-2030-400-4290 Transferred to Laundry Acct. #001-2030-400-4280 - Dept of Fire Services
5. Consider and Approve a Transfer in the Amount of \$3,980.00 from Fire Chiefs Wages Acct. #001-2030-100-1200 to In-Serv Paramedic Trng Acct. #001-2030-100-1660 - Dept of Fire Services
6. Consider and Approve a Transfer in the \$850.00 from Resurface & Reline Tennis Courts Acct. #001-5031-999-9905 to Overhead Door Carriage House (New Account) Acct. #001-5200-999-9965 - Public Works
7. 7A. Consider and Approve the Accepting of Ben Court
7B. Consider and Approve a Street right-of-way on Mansion Road
7C. Consider and Approve a Street right-of-way along Thorpe Avenue - Planning & Zoning
8. Waiver of bid to hire Outside Appraisers for Foreclosure, Tax Appeal and Open Space Appraisals - Town Attorney
9. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
10. Note for the Record Anniversary Increases Approved by the Mayor to Date
11. Discussion and Approval of Option to purchase property for Durham Road Pumping Station - Sewer Division

12. Consider and Approve a Budget Amendment in the Amount of \$25,000.00 - Increase - Cash for Durham Road Pump Proj. Sta. Acct. #302 - Increase - Approp. to Durham Road Pump Proj. Sta. Acct. #118 - Sewer Division
13. Discussion and Approval of Agreement with Gaylord Hospital Inc. regarding the site for West Side Tank Project - Water Division
14. Consider and Approve a Budget Amendment in the Amount of \$5,000.00 with \$1,500.00 from New Hydrants Acct. #348-095 and \$3,500.00 from New Services Acct. #345-095 being appropriated to Approp. to West Side Tankage Proj. Acct. #108 - Water Division
15. Discussion and Report Out Regarding Recycling of Magazines and Junk Mail - Program Planning
16. Discussion and Approval of Resolution Authorizing the Mayor to Sign Contract with CRRA - Program Planning
17. Consider and Approve a Lease Between Town of Wallingford and New Haven Society of Model Engrs. for use of a Portion of the Railroad Station - Mayor's Office
18. Consider and Approve Tax Refunds (#349-#360) in the Amount of \$7,726.39 - Tax Collector
19. Note for the Record Mayoral Transfers Approved to Date
20. Set a Public Hearing to Amend Bond Ordinance for the School Expansion Project to include a Provision to Purchase Real Property and Authorization of an Increase of \$289,000.00 - Town Attorney

Corrected to Read: To Set a Public Hearing for "An Ordinance Amending An Ordinance Appropriating \$3,500,000 For the Planning, Acquisition and Construction of Improvements and Additions to Yalesville, James H. Moran, and Dag Hammarskjold Schools and Authorizing the Issue of \$3,500,000 Bonds of the Town to Meet said Appropriation and Pending the Issue Thereof the Making of Temporary Borrowings for Such Purpose".

21. Consider and Approve A Transfer of Funds in the Amount of \$1,200.00 from Public Works Salt Supplies Acct. #001-5040-400-4550 transferred to Land Record System Acct. #001-6030-999-9906 - Town Clerk's Office

22. Consider and Approve a Transfer of Funds in the Amount of \$6,000.00 from Public Works Salt Supplies Acct. #001-5040-400-4550 transferred to Computerized Indexing Acct. #001-6030-600-6500 - Town Clerk's Office
23. Approve and Accept the Minutes of the March 28, 1995 Town Council Meeting

ADDENDUM TO TOWN COUNCIL AGENDA - APRIL 11, 1995

24. Consider and Approve a Transfer of Funds in the Amount of \$1,000.00 from Contr: SSBG Food Prgm Acct. #001-3070-600-6882 transfer to Work Study Program Acct. #001-1540-100-1350

TOWN COUNCIL MEETING

APRIL 11, 1995

6:30 P.M.

SUMMARY

<u>Agenda Item</u>	<u>Page No.</u>
2. Approve the Mayoral Appointment of George Cooke to the P.U.C. for a Term of Three Years to Expire 3/1/98	1-3
3. Approve a Budget Amendment of \$1,324.50 of Which \$600 is to Video Equipment and \$724.50 is to Youth Projects Acct. - Youth Service Bureau	3
4. Approve a Transfer of \$800 of Which \$8.00 is to Fire Training Supplies and \$792 is to Laundry Acct. - Dept. of Fire Services	4
5. Approve a Transfer of \$3,980. to In-Service Paramedic Training Acct. - Dept. of Fire Services	4
6. Table Approving a Transfer of \$850 to Overhead Door Carriage House Acct. - Public Works	4-5
Remove From the Table and Approve a Transfer of \$850 to Overhead Door Carriage House Acct. - Public Works	23
7a. Table Accepting Ben Court	5-8
7b. Approve a Street Right-of-Way on Mansion Road	8
7c. Approve a Street Right-of-Way along Thorpe Avenue	8-9
8. Approve a Waiver of Bid to Hire Outside Appraisers for Foreclosure, Tax Appeal and Open Space Appraisals - Town Attorney	9-10
9. PUBLIC QUESTION AND ANSWER PERIOD - Request to have Council investigate recent police retirement settlement; Fairfield Blvd.	9
10. Note for the Record Anniversary Increases Approved to Date by the Mayor	10
11. Approve Draft Agreement of Option to Purchase Property for Durham Road Pumping Station - Sewer Division	10-14
12. Approve a Budget Amendment of \$25,000 Associated with the Durham Road Pump Project	14-15
13. Approval of an Agreement with Gaylord Hospital Inc. Regarding the Site for West Side Tank Project - Water Division	15-17

<u>Agenda Item</u>	<u>Page No.</u>
14. Approve a Budget Amendment in the Amount of \$5,000 to Appropriation to West Side Tankage Project Acct. - Water Division	17-18
15. Report Out on a Program of Recycling Magazines and Junk Mail	18-19
16. Approval of a Resolution Authorizing the Mayor to Sign a Contract with CRRA - Mayor's Office (Renews CRRA Project Coordinator's Contract)	19-21
17. Approve a Lease Between the Town and New Haven Society of Model Engineers for Use of a Portion of the Railroad Station - Mayor's Office	21-22
18. Approve Tax Refunds (#349-360) - \$7,726.39 Tax Collector	22
19. Note for the Record Mayoral Transfers Approved to Date	22
20. SET A PUBLIC HEARING for 4/25/95 at 7:45 P.M. on an Ordinance Amending an Ordinance Appropriating \$3,500,000 for the Planning, Acquisition and Construction of Improvements and Additions to Yalesville, Moran and Dag Hammarskjold Schools	22-23
21. Approve a Transfer of \$1,200 to Land Record System - Town Clerk	23
22. Approve a Transfer of \$6,000 to Computerized Indexing Acct. - Town Clerk	23
23. Approve the Minutes of the 3/28/95 Town Council Meeting	23
24. Approve a Transfer of \$1,000 to Work Study Program Acct. - Program Planner	21

TOWN COUNCIL MEETING

APRIL 11, 1995

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, April 11, 1995 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Thomas D. Solinsky at 6:37 P.M. All Councilors answered present to the Roll called by Town Council Secretary Kathryn F. Milano. Mayor William W. Dickinson, Jr., Town Attorney Janis M. Small and Comptroller Thomas A. Myers were also present. Town Clerk Kathryn J. Wall arrived at approximately 9:45 P.M. due to her obligations associated with the Recreation Center Referendum held on this same date.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Consider and Approve the Mayoral Appointment of George Cooke to the Position of Commissioner of Public Utilities for a Term of Three (3) Years to Expire 3/1/98 - Mayor's Office

Motion was made by Mrs. Duryea to Appoint George Cooke to the Position of Commissioner of the Public Utilities for a Term of Three Years to Expire 3/1/98 and to Waive Rule XII,A.(2)&(3) of the Town Council Meeting Procedures with Regards to Said Appointment, seconded by Mr. Rys.

Mr. Gouveia stated that when all is said and done he feels that he will be pleased with Mr. Cooke's appointment to the P.U.C. As everyone is aware Mr. Gouveia has been very critical of the P.U.C. in the past. He has made some calls to learn more about Mr. Cooke and he was pleased to hear Mr. Cooke described as a person of integrity. In Mr. Gouveia's opinion the P.U.C. has abdicated their responsibility to scrutinize the operations of the utilities, especially the budgetary process. Over the past few years the utilities have requested a total of \$206 million and have been granted \$206 million, almost every dollar requested. They consistently over-estimate their expenditures while underestimating their revenues. The bottom line is that their projected surplus is \$3 million and their actual surplus is \$10 million.

Mr. Gouveia asked Mr. Cooke if he would be willing to scrutinize the utilities' budgets?

Mr. Cooke agreed that he would do so.

Mr. Gouveia then asked Mr. Cooke if he would be willing to look into the feasibility of instituting a differential rate structure for customers of the utility who are located outside of the Town of Wallingford?

Mr. Cooke responded that he would be willing to investigate the matter however competitive programs do exist for those individuals.

Mr. Gouveia stated that the Town of Wallingford provides electricity to some residents of the Town of Northford yet we are charged \$35,000

April 11, 1995

per year in taxes for our equipment which is used to provide the service and is located in that town. Those customers do not bear any of the risk of owning the plant yet they derive all the benefits. Would Mr. Cooke be willing to study the issue to see if a different rate can be charged those customers?

Mr. Cooke responded that he has spent 1 1/2 hours each with the Mayor and Mr. Smith to gather information on the operations of the utilities. He was unaware of this situation and will look into it.

Mr. Gouveia asked Mr. Cooke, what should be done with the surplus dollars that remain over and above the funds necessary to operate the facilities plus a small reserve?

Mr. Cooke responded that the utilities have been running successfully for years and the rates set reflect the purchase price of the power. Some funds need to be set aside for future rate increases and the excess funds that remain, if any, belong to the ratepayers.

Mr. Gouveia informed Mr. Cooke that a professional study of the Electric Division was performed several years ago at which time the consultants recommended an increased PILOT payment to the Town. Would Mr. Cooke be willing to look at that study and if excess funds exist over and above what is necessary to operate the utilities would he be willing to consider returning those funds to the town instead of keeping a slush fund?

Mr. Cooke stated that he will look into the results of the study.

Mr. Killen asked Mr. Cooke to review the two purchase power proposals that were presented recently to the P.U.C. and Council by CT. Light and Power and Dreyfuss Corporation. He would like to discuss them with Mr. Cooke at a later date.

Mr. Zandri asked Mr. Cooke, what is the role of the P.U.C. commissioners, in Mr. Cooke's opinion?

Mr. Cooke responded that the role is to have an overview of the function of the utilities to see that they are run properly and as efficiently as possible as well as to set policies.

Mr. Zandri asked, who does the P.U.C. represent?

Mr. Cooke answered, the ratepayer. If they are satisfied then the utilities are functioning properly.

Mr. Zandri asked, so you represent the ratepayers and not the owners? The commission should be representing the owners (residents of the Town of Wallingford) and not the ratepayers. The owners are the ones who should be satisfied with the operation of the utilities. They have been short-changed for too long.

Mr. Cooke stated that the business cannot run without its customers (ratepayers).

April 11, 1995

Mr. Zandri stated that the owners have been neglected for too long. The residents are the only owners of that business. Perhaps Mr. Cooke should at least represent the owners (residents of Wallingford) and the ratepayers equally.

Pasquale Melillo, 15 Haller Place, Yalesville, asked Mr. Cooke what his feelings were regarding the Pierce Plant, should we keep the plant running or not?

Mr. Cooke responded that the station is not on line steadily and it gives the Town leverage in negotiating power options. He is not fully informed of this issue and will study it further.

Mr. Gouveia stated that when he requested that interviews for appointments be conducted in open session for the benefit of the public so that they may hear what the Council and individual seeking appointment may have to say, his intention was not to have the public interview the candidate.

Mr. Solinsky stated that the appointment is an agenda item therefore open to public questions and answers on the matter.

Mr. Melillo then asked, if Mr. Cooke was willing to curb the hiring of consultants for the utilities? There are many qualified employees of the utilities who are highly skilled and can perform many of the studies that consultants are hired for. Please keep this in mind and be sure that when hiring consultants that we have utilized the expertise of our own employees first.

Mr. Cooke acknowledged that the employees are very knowledgeable, he does not doubt that fact and he will keep the suggestion in mind.

VOTE: All ayes; motion duly carried.

ITEM #3 Consider and Approve a Budget Amendment in the Amount of \$1,324.50 from Other Revenue Acct. #012-1040-700-7010 of Which \$600 is Transferred to Video Equipment Acct. #012-9000-999-9902 and \$724.50 is Transferred to Youth Projects Acct. #012-9000-900-9010 - Youth Service Bureau

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Mr. Gouveia stated that generally he votes against budget amendments for he is of the opinion that a public hearing is required to amend the budget, however in this instance since the Town is merely accepting donated funds, he will vote in favor of it.

Mr. Knight asked, what are Peace Frogs?

Sue McLaughlin, Youth Service Bureau Director responded that it is a group of youths who have planned a course of action to offer youths training in conflict resolution with regards to fighting among groups/ individuals.

VOTE: Killen, no; all others, aye; motion duly carried.

April 11, 1995

ITEM #4 Consider and Approve a Transfer of Funds in the Amount of \$800 of Which \$8.00 is Transferred to Fire Training Supplies Acct. #001-2030-400-4300 and \$792.00 is Transferred from Public Fire Safety Education Acct. #001-2030-400-4290 to Laundry Acct. #001-2030-400-4280 - Dept. of Fire Services

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Mr. Gouveia pointed out that the original budget request was for fire safety education, were any of the funds used?

Chief Wayne Lefebvre responded that educational materials were received free of charge, therefore a surplus exists.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #5 Consider and Approve a Transfer of Funds in the Amount of \$3,980 from Fire Chief's Wages Acct. #001-2030-100-1200 to In-Service Paramedic Training Acct. #001-2030-100-1660 - Dept. of Fire Services

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Mr. Gouveia asked if the Paramedic Training was truly a need and if so why wasn't it budgeted for?

Chief Lefebvre responded the certification of the paramedics runs in cycles. The sponsoring hospital coordinator for the program was being replaced and changes had occurred in the certification program as well. In the past recertification was given on anniversary dates, now the dates have been changed.

Mr. Gouveia asked if the paramedics will be prepared to handle emergencies with the changes made in the recertification process?

Chief Lefebvre responded, yes, if an adverse situation arose in the field and the paramedics had not be recertified and were dispatched, the Town would be liable.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #6 Consider and Approve a Transfer of Funds in the Amount of \$850 from Resurface and Re-line Tennis Courts Acct. #001-5031-999-9905 to Overhead Door Carriage House (New Account) Acct. #001-5200-999-9965 - Public Works

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Henry McCully, Director of Public Works explained that one of the overhead doors to the carriage house had rotted and needed replacement.

Mrs. Duryea asked that this item be tabled until the referendum results due to the fact that if the referendum is successful then the plans to move the Government Access Television station into the carriage house will have to go forward at which time we will be

April 11, 1995

spending money to renovate the structure at such time.

Motion was made by Mrs. Duryea to Table This Item Until After the Referendum Results are Determined, seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

ITEM #7a Consider and Approve the Acceptance of Ben Court

Motion was made by Mrs. Duryea to Consider and Approve the Acceptance of Ben Court, a New Street off of Pierson Drive, Developed by Carrier Enterprises, seconded by Mr. Knight.

Mr. Rys stated that it has been brought to his attention that some of the homeowners are experiencing water problems between their properties. The water seems to settle between the homes flooding a portion of their yards. He understands that the Town needs to accept the road for the purpose of snow plowing, etc., but what is the Town doing to help these property owners with their problem?

Joel Cassista, Construction Inspector responded that the homeowner's problems are with the contractor and not with the Town. The contractor has gone above and beyond meeting the requirements for an approved subdivision and has installed swails and catch basins in some yards to try and curtail the flooding that was occurring during and after construction. The contractor has stated that he is not willing to do any more at this point. The Town Attorney has informed Mr. Cassista that the Town cannot hold up acceptance of the road on the basis of a private complaint between the property owner and developer. If the drains are kept clear they will operate properly. He had visited the properties in January and found that two yards had been inundated. Upon wading in with a shovel and cleaned off the drains the water ran out. If the drainage are kept clear they work, if they become clogged then flooding will occur.

Paul Beckert, 2 Ben Court stated that he has serious problems with water draining off into the backyards of the South side of Ben Court. (He presented the Council with pictures at this time.)

Jeffrey _____, 4 Ben Court stated that approximately 500 acres of runoff from Gaylord property is draining onto their property. D.E.P. (Department of Environmental Protection) approval had to be obtained for the subdivision with regards to wetlands.

Linda Bush, Town Planner stated that there was a lot of planning done with regards to that subdivision and D.E.P. approval had nothing at all to do with the water in the backyards of the homeowners. That water is surface water runoff from 500 acres of vacant Gaylord property. The D.E.P. approval had to do with the road crossing a regulated wetland. They are two entirely separate issues. The backyards are not regulated wetlands. Between lots two and three there is an area of regulated wetlands which was shown on the subdivision map so that the people who bought those two lots knew that there was water there.

April 11, 1995

Mr. Cassista reiterated that the developer went beyond what was required of him with regards to the subdivision construction.

One resident stated that the drains should have been placed in the swail and all connected to drain down into an area instead of having the water from the swail drain into the properties.

Mr. Solinsky asked if a different type of drain cover could alleviate the problem? A bell cover of some sort?

Mr. Cassista stated that on his visit in January once he cleared the drain of debris the water had cleared within one hour. The drains need to remain clear in order to work properly.

The residents stated that it is unreasonable to think that they have to rise in the early morning hours to go out and clear the drains of ice and/or leaves to maintain drainage. The drains should be located in the swail.

Mr. Killen asked, how the developer obtained approval to build with this condition?

Ms. Bush stated that the lots were deemed buildable. There are no storm drains on the Gaylord property. This is sheet flow that is effecting the homeowners and there is no way to measure what the runoff is. The developer did put drains in once he realized that it was somewhat of a problem to some of the lots. It was not required of him to do so.

Mr. Killen stated, it was within the purview of Planning & Zoning to make sure that the developer was made aware that it was his obligation to make sure that the water did not build up, not the property owner who later brought the property.

Ms. Bush responded, that is why the developer put drains in the backyard.

Mr. Killen answered, it does not cover the situation.

Ms. Bush stated, according to the construction inspector, it does. It is not an uncommon occurrence for people to have drains in their yards for water runoff. There was no attempt to hide the problem for the drains were in the backyard of the homes when they were sold. The homeowners would have seen them.

The owner of 2 Ben Court stated that he was not aware that a drain existed in his yard. The property behind his house was overgrown and not fully cleared. Since clearing the area he has found surveyors stakes that refer to some sort of wetland.

Ms. Bush consulted her map of the subdivision and verified that no wetland area exists behind 2 Ben Court.

Mr. Killen stated that when the developer gets his money then his argument is that the buyer should have been aware and we should be

April 11, 1995

made aware.

Ms. Bush disagreed. The developer also has rights. The Town has a set of rules that we require that he complies with those rules. We cannot leave that open-ended. We try and make sure that everyone's rights are protected. We try not to place it upon the developer just because we assume that he has deep pockets and will do anything that the Town wants. It is not fair or legal.

Mr. Killen stated, the developer has the knowledge of the land that he is buying and the condition that it is in. The homeowner does not have that. It should be incumbent upon Planning & Zoning that before the development is approved he will make every single homeowner aware and has consulted Town records that there is a problem there. We owe that to the taxpayers of this Town.

Mr. Knight stated that the assumption seems to be that the Town bears responsibility due to the permitting process. Once the Town has decided to oversee the development of its environment then it does assume a level of responsibility. These people have assumed that the Town has a level of responsibility to see that they bought a home and not an ark.

Ms. Bush asked, what more could the developer have done? He has placed drains in the yards. It is the responsibility of the homeowner to make sure they remain clear and work properly.

Ms. Papale asked, what will happen if we don't accept the road?

Mr. Cassista responded that the Town will most likely be sued.

Mr. Zandri stated that this issue is between the developer and the homeowners and is not the problem of the Town.

Mrs. Duryea stated that she feels there should be some way for the homeowners to be notified that the property has a water problem. The Town should be notifying the potential buyers.

Mr. Zappala stated that the road should not be accepted if a problem exists.

Ms. Bush stated that there is no way for the Town to know who is considering a purchase or who has purchased such property. It is also not the Town's responsibility to take on such a role.

Street lighting was another issue raised by the residents of Ben Court. There is an area of unlit road, approximately 500' in length, which exists between street lights. The residents are concerned about their safety since many residents walk this area at dusk and night. Police personnel have agreed that the street lighting is insufficient for the area, according to the residents. One homeowner has contacted William Cominos, General Manager of the Electric Division as well as the Mayor's Office for assistance in this matter, all to no avail.

Ms. Bush stated, it is her understanding that an additional light could have been designed in the plans but it was not. The residents would like another light but the developer installed what he was told to install by the Electric Division.

One resident asked if the Town will assume the responsibility if something happens? Recently a neighbor's house was broken into and set on fire and the police department had trouble locating the problem due to inadequate lighting. Who will assume the responsibility?

Mr. Solinsky asked Town Attorney Janis Small if the Town will have any liability if the road is not accepted?

Attorney Small responded, the Town has an obligation to accept the road. We have to find a defect with the road if we are not accepting it. She is not aware of the unusual nature of the street lighting. This the first time she is being made aware of it.

One resident stated that he has provided the Mayor's Office with two letters from Town departments verifying that the lighting is inadequate for the street.

Attorney Small recommended that the item be tabled until the issue of street lighting can be looked into.

Mr. Zandri stated that we cannot hold the developer responsible from this point on. If it is proven that the lighting is inadequate then the Electric Division will have to take a second look if they were the ones who approved the plan to start off with. To hold the contractor hostage after he has met all the obligations that have been asked of him is making a mistake.

Motion was made by Mr. Zappala to Table This Item, seconded by Mr. Rys.

VOTE: Zandri, no; all others, aye; motion duly carried.

ITEM #7b Consider and Approve a Street Right-of-Way on Mansion Road

Motion was made by Mrs. Duryea to Approve a Street Right-of-Way on Mansion Road Abutting the Woodlands I Subdivision from Trio Development Group, seconded by Mr. Rys.

Ms. Bush stated that this is when we approve a new subdivision and the Town does not own either the fifty or sixty foot right-of-way that we would like to own on a road, we require a developer to deed us the difference on their half of the road. Mansion Road has a sixty foot right-of-way, we only own twenty-five so the developer deeded us a five foot strip of land.

VOTE: All ayes; motion duly carried.

ITEM #7c Consider and Approve a Street Right-of-Way Along Thorpe Avenue

April 11, 1995

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Edward Bradley, 2 Hampton Trail referred to an article which appeared in the Record Journal on April 8, 1995 titled, "Officers seek information on Secret Retirement Agreement". He stated that the officer was charged with two counts of bribery yet was granted 100% retirement, full medical benefits not to mention vacation and sick time accrued.

Mr. Solinsky and Mr. Killen asked if the charges were bribery or accepting bribes?

Mr. Bradley stated, bribery. This individual walked away with what he considers a "sweetheart deal". The attorney who negotiated this deal was the same one who negotiates our union contracts and the Council is not very fond of. He asked if the Council will look into this matter?

Mr. Zandri stated that the Council will look into the matter.

Pasquale Melillo, 15 Haller Place asked Mr. Zappala if he was pleased with the way the Town is taking care of the homeless people?

Mr. Zappala responded that the Town is fortunate to have the type of people who are devoted to taking care of the homeless people. The Town contributes \$8,000 per year towards the care of the individuals.

Jim Barker, 501 N. Branford Road asked, two weeks ago when the Town voted to give the owner of 6 Fairfield Blvd. a \$35,000 tax break, how many people in the Town's administration knew that the company located next door was moving out?

No one on the Council was aware of such information.

Mr. Barker was surprised that no one was aware of this information when only two days after the Council's action the neighboring business decided to vacate, taking 104 employees with them. The price of 6 Fairfield Blvd. declined in the real estate market at that point in time. Someone should have known that.

Mr. Knight wanted to know where this firm was during our public hearings on the matter? That is the reason for the hearing, to discuss such issues. If the Town's actions were creating a problem for this firm they should have come to the public hearing to discuss the matter.

The Chair declared a five minute recess at this time.

Ms. Papale left the meeting at approximately 7:50 P.M.

ITEM #8 Waiver of Bid to Hire Outside Appraisers for Foreclosure, Tax Appeal and Open Space Appraisals - Town Attorney

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Attorney Small stated that a fairly substantial appraisal will be needed for one foreclosure which is also the subject of a tax appeal as well as other tax appeals. At this point in time there are no open space appraisals required, however, she is unsure of what may arise in the near future, therefore, to be safe she has included open space appraisal in the waiver of bid. She will consider adding her requests to the town-wide bid waiver list approved by the Council during the budget process.

Mayor Dickinson stated that the State of Connecticut often requires additional updates on appraisals for the open space grant. If and when that occurs is always an open question. We have a hard time estimating at what point they will require an update. If six months lapse since the last appraisal a new one is required.

Mr. Killen stated that this request is too broad at this point in time.

VOTE: Papale was absent; Killen, no; all others, aye; motion duly carried.

ITEM #10 Note for the Record Anniversary Increases Approved by the Mayor to Date

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

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

ITEM #11 Discussion and Approval of Option to Purchase Property for Durham Road Pumping Station - Sewer Division

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Roger Dann, General Manager of the Water & Sewer Divisions and Raymond F. Smith, Director of Public Utilities were present for this topic of discussion.

Mr. Dann explained that for the past several years the Town has been pursuing the issue of obtaining a site for the reconstruction of the Durham Road Pump Station. That has been a major obstacle of getting this project moving forward. The reason is that we are subject to a significant number of restrictions as to how we can construct the station such as staying out of wetlands areas, avoiding stream encroachments, permits for the change in land use associated with this project as well as the physical constraints of having it be downgraded from the existing station and having enough available site for both the station and the associated containment. We have narrowed the sites down to the one that is before the Council this evening with an accompanying agreement. We feel that this is the site that allows us to move forward with the project and it is our intent to do so as soon as this agreement is approved as expeditiously as possible. The department is recommending that the Town proceed on the basis of a

is structured, there is no payment made unless the Town fails to begin construction by a specific date. However, in structuring the agreement we acknowledged that we were taking something of value, probably two building lots from this particular property. In exchange for that we were situating the pump station at a location which facilitated the development of the remainder of the site. In the analysis that plus what we were foregoing as a potential voluntary contribution was essentially equal in value to the property, itself. Although there is no exchange for dollars being made, there are some cost items that are being accounted for.

Dave Gessert, Public Utilities Commissioner asked that it be noted for the record that there are very few options available as to where this pump station can be located. This is in an area which feeds the reservoirs.

Mr. Gouveia asked Mr. Dann to explain, in the simplest terms, what is in this contract for both of the parties?

Mr. Dann responded, for the town, it is a site on which we can construct the station and for the property owner, when the station is constructed, he can develop the property without having to extend his sewer main nearly as far to get to a pump station, therefore the site development costs associated with the remainder of this parcel are reduced by the value of the....it enhances the developable value of the remaining property.

Mr. Gouveia asked if we are also building a road that will become a public road which will be used for the development of the land?

Mr. Dann answered, no. The parcel is a rear lot so a stone driveway will exist for the pump station. In view of the later plans to develop the remainder of the property, it is expected that a roadway will have to be brought in from Williams Road and will go over the route of the stone driveway. We are agreeing at that point to allow the driveway to merge into the public roadway for the purposes of constructing the road. The cost to build the road will not be borne by the town.

Mr. Gouveia did not have any problem with the contract and will vote in favor of it but he will not vote in favor of item #12, the budget amendment associated with it. He asked Mr. Dann to explain the difference between the normal contracting arrangements and the design built concept?

Mr. Dann explained that the design built concept places all the responsibility for the construction, inclusive of the design work on a single contractor so it alters the relationship we would typically have wherein we hire an engineer to perform on our behalf to develop plans and specifications with detail design and then we would put those out to bid for construction purposes. The benefit to that is that it is a fast track approach.

Mr. Gouveia asked, aside from that is there any other reason you would take that approach?

April 11, 1995

Mr. Dann responded, no. If we find that this approach works very favorably for us then we should give it consideration for future projects.

Mr. Killen referred to Item #4 of the "Draft Option to Purchase" agreement (Appendix I) pointing out that the 25-foot access drive to lot #5 could become a portion of a public highway at some point in the future. Item #8 later states that "Wall, his heirs, successor or assigns, retains the right to designate the 25-foot access drive to lot #5 as a public road.." He stated that the stipulation flies in the face of conveying it solely to the Town.

Mr. Dann explained that the property owner is retaining the right to designate that as part of a road and by placing Item #8 in the agreement it specifically ensures that the right will be there whether we would have otherwise granted it or not. That is to make sure that he is protected such that the Town cannot argue at a later date against including that 25-foot right-of-way into a public road way.

Mr. Killen stated, in one sense he is conveying it and in the other he is retaining the right to do with it as he sees fit, even though it is a limited right.

Mr. Smith added, he (Wall) is retaining control of it but if it becomes a public road, it will enhance our ability to access the property.

Mr. Killen then referred to Item #10 which reads, "As part consideration for the conveyance by Wall,.." and asked, where is the balance of the consideration spelled out?

Mr. Dann responded, if the \$20,000 payment were exercised, that would be another part of the consideration at that point in time. Attorney Farrell has been involved throughout the discussions leading up to this agreement, he has reviewed it and approved the language that is in it.

Mr. Solinsky asked, how far has the department gone with preliminary approvals? Have we approached the State on this site? Are they looking towards it?

Mr. Dann responded, we have approached the State on a preliminary basis to find out what their constraints and concerns were going to be.

Mr. Solinsky asked, how will it be routed from the old pump station? How will the flow take place?

Mr. Dann answered, we have two options, one is to run the pipe in the roadway going down Durham Road to the east to the intersection with Williams Road and then run down Williams Road to enter into the pump station through an easement that is being provided as part of this from Williams Road. That is the longer route but we are sure that the route is available to us. This agreement also provides an easement that goes from the site roughly to the north and slightly to the west

April 11, 1995

which then abuts private property. If we continue through the private property then we will need to obtain easements over those properties. If we can obtain them that is a significantly shorter route and would result in cost savings to the Town. We are leaving open either option but since we don't have the easements to go in the other direction, we are not certain that we are able to do that at this point.

Mr. Solinsky asked, what is the total cost of the project?

Mr. Dann answered, the estimated cost at this point in time is \$2.5 million for the whole project.

Mr. Gouveia asked, does this agreement imply in any way that the Town is obligated to open a public road at any time in the future?

Mr. Smith responded, there is no obligation on our part.

Mr. Dann added, there is no obligation that the Town construct a public road. The obligation is that if the property owner determines that a road should be brought through that location to provide access to the remainder of the subdivision, that we agreeing that our driveway will be merged into and used for the purposes of the street right-of-way.

Attorney Small stated that she has a note from Attorney Farrell stating that they are still working on the language for the final agreement. We would be looking for a motion to approve the option to purchase within the parameters of the agreement subject to final revisions by Roger Dann and Gerald Farrell's approval.

Mr. Killen was not comfortable with final revisions being made after the Council voted on it.

Motion was made by Mr. Gouveia to Table This Item, seconded by Mr. Killen.

Tabling motion and second were withdrawn.

It was decided to vote on approving the agreement in the draft form presented to the Council so that the utility can move forward with the preliminary details. When the revisions are made to the language the agreement will be presented once again to the Council for approval of said revisions.

Original motion stands.

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

ITEM #12 Consider and Approve a Budget Amendment in the Amount of \$25,000 to Increase Cash for Durham Road Pump Project Station Acct. #302 and to Increase Appropriation to Durham Road Pump Project Station Acct. #118 - Sewer Division

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

April 11, 1995

VOTE: Papale was absent; Gouveia and Killen, no; all others, aye; motion duly carried.

ITEM #13 Discussion and Approval of Agreement with Gaylord Hospital Inc. Regarding the Site for West Side Tank Project - Water Division

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

For the past several years the Water Division has been discussing potential siting for elevated storage tanks on the property of Gaylord Hospital. The proposed tanks would provide equalizing and fire storage for the western section of the water distribution system where no such storage currently exists. This is a system deficiency which was identified a number of years ago however limitations on the sites previously selected for this purpose at Gaylord Hospital and Hayledge Court have delayed the start of the project. Upon discussing the issue with Gaylord an agreement has been reached through which the Town may obtain a site, approximately 2.4 acres in size, along with the necessary easements for the purpose of proceeding with the construction of the storage tanks. In exchange for the provision of the site by Gaylord, the Town agrees to construct the storage tanks to meet certain criteria with regard to type and elevation, release Gaylord from its obligations resulting from a prior agreement dated March 1978, and several other items as described within the text of the agreement.

Dave Gessert, Public Utilities Commissioner stated that this is a win/win situation for the Town for Gaylord has the space, they have the ideal location, height-wise to give us the type of pressure we need to serve the residents on the west side of town and from their own standpoint by having it on their property and the gallons of storage available, it will benefit their fire rates as well as other folks in the area. He commended Mr. Dann for his efforts in continuing to work to find a solution for that part of town that needs it.

Mr. Knight asked, how long before the problem of water pressure and fire protection is mitigated by this project?

Mr. Dann responded, over the next month or two the department would go out to bid for engineering services. Based on receiving the bids and proceeding with a funding ordinance process, he hoped that the design work would begin somewhere around October of this year. That work should be approximately one year in duration. This project involves three components, the tank being one, there are main extensions that will be necessary to provide the piping system to bring water to and from the tanks and there will also be a pump station that will have to be constructed to move water from the gravity system up and into the tank for storage. He hoped to see the project completed mid to late 1998.

Mr. Killen referred to Item #2 in the agreement which states, "It is understood and agreed by both parties that said easement is for any and all utilities, not just water,...". Item #3 reads, "In the event that future utilization of the property by Gaylord necessitates a

April 11, 1995

relocation of the water main installed in the above referenced easement, then the Town and Gaylord mutually agree that one half of the cost of such water main relocation (including, without limitation, surveying costs and other costs associated with the grant of a revised easement and costs to relocate any other utilities installed by the Town pursuant to Section 2 hereof) shall be reimbursed to Gaylord by the Town."

He pointed out that Gaylord should also be liable for part of the cost of relocating any and all utilities in that easement.

Mr. Smith stated that there is a possibility that other utilities will be located in that easement but is extremely remote. It would only be Gaylord's service that would be impacted there for it does not serve any other portion of the Town.

Mr. Killen stated, Gaylord may need the entire easement and if we have not protected ourselves at such time that they take it then push will come to shove and who will decide at that time what each parties' intent was? There is no guarantee that we will have another easement if they take this one back.

Mr. Smith stated, it would be in their vested interest to give us that easement because it will only serve their facilities. It is extremely remote that we will ever provide any other utilities, we just wanted to leave that up there as an option.

Mr. Killen referred to Item #10 which reads in part, "The Town expressly waives any and all claims against Gaylord and/or its affiliates arising out of any environmental conditions on the premises." This spells out the obligations on the part of the Town from the environmental aspects of it.

Mr. Dann stated, the language with regards to the environmental considerations was something that was placed at the request of Gaylord. As a response to that what we wanted to be sure had been performed was at least a phase I environmental study looking for any indication that there could be environmental concerns on the site. We have no reason to believe that there are but since the issue had been raised we wanted to at least ensure that we had done that level of review. In the event that the phase I study indicates that there is a possibility of an environmental concern, there is an option to either go to a phase II study which would be much more detailed if Gaylord elects to do that. In the event that they don't elect to do so then there is a provision here under which this agreement can be rescinded and become null and void. If you read on in the agreement to section 13, we allow ourselves the ability to reconvey the property back to them in the event that we find any environmental conditions which render the site unusable or cost-prohibitive provided, however, that we can demonstrate through evidence that the environmental conditions were not caused by us, in other words they preceded our obtaining the property from Gaylord.

Mr. Killen stated that the waiver was too broad.

April 11, 1995

Mr. Solinsky asked, are we agreeing to put in some service laterals for Gaylord?

Mr. Dann responded, that is correct, They are not indicating that they will connect immediately, however, in the interest of being able to connect at a later date they wanted to be sure that as we ran a water main up the road that we dropped off the service connection for their future use.

Mr. Solinsky asked, will they pay to connect to that?

Mr. Dann answered, at the time that they seek connections they will be responsible for any of the normal costs associated with obtaining service.

Mr. Solinsky stated, there isn't anything in the agreement which allows or gives them the right to obtain free water or use of water or perpetual use of anything? Do they have to pay any fee that anyone else would have to pay?

Mr. Dann responded, that is correct.

Ron St. Clair, 69 Gopian's Park was concerned that the responsibility to clean any environmental hazard discovered will be the Town's.

Mr. Dann stated, it would be the Town's responsibility only to notify D.E.P.

Mr. St. Clair was of the opinion that the language of the agreement should be changed to assure that Gaylord would split the cost of any charges incurred by the Town for relocating any utilities.

Mr. Solinsky asked, what is the estimated cost of the project?

Mr. Dann responded, the estimated total cost is \$3,320,000.

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

ITEM #14 Consider and Approve a Budget Amendment in the Amount of \$5,000 with \$1,500 from New Hydrants Acct. #348-095 and \$3,500 from New Services Acct. #345-095 being appropriated to Approp. to West Side Tankage Project Acct. #108 - Water Division

Motion was made by Mrs. Duryea, seconded by Knight.

VOTE: Papale was absent; Gouveia and Killen, no; all others, aye; motion duly carried.

At this point in time Town Clerk, Kathryn J. Wall announced the results of the referendum. Twenty percent of the registered voters of the Town were needed to participate in the referendum. That translates to 4,853 people. The number who voted were 3,865. Out of those figures, 2,381 voted yes to repeal the ordinance and 1,477 voted not to repeal the ordinance, some absentee ballots were rejected and some voters failed to pull down a lever when voting. The question was

April 11, 1995

defeated.

Philip Wright, Sr., 160 Cedar Street stated that he was pleased with the reception received from the public as well as with the assistance received from the Town Clerk's Office and other agencies of the Town. It was an interesting experience. It is apparent that the provision in the Charter requiring twenty percent of the registered voters to participate in a referendum, does not function as a form of the public having some influence on what happens. It is a daunting experience to begin with but when you have the apathy of people sitting home as well as those who do come out to vote in opposition, you do not have a level playing field. At some point someone should redesign the provision which makes it such that you have a percentage of the people who vote, not the anchor around your neck of those who sit home and never come out to vote. It should be seventy or seventy-five percent of the active voters in Town. It should be a percentage of the people who are active in voting, not those who register and never vote. He thanked all those who came out to vote and those who signed the petition along with the Administration and Council.

ITEM #15 Discussion and Report Out Regarding Recycling of Magazines and Junk Mail - Program Planning

Motion was made by Mrs. Duryea to Hear the Report, seconded by Mr. Knight.

Philip Hamel, Resource Recovery Coordinator stated, with the increase in prices for waste paper, many municipalities have found it possible to expand their waste paper recycling program to include magazines and junk mail and catalogs and generally mixed paper. Some residents have requested the service as well. At an Ad Hoc Committee meeting in January it was decided to investigate the possible expansion of the program. Stratford Baling Service, the Town's recycling contractor, agreed to provide a service at no additional cost to the Town or haulers, provided we started a pilot program and that proved to be successful. We met with haulers in early February and three haulers were selected, along with approximately 800 households to try the pilot program. A notice was mailed to each of the selected households and the program ran well. In late March Stratford Baling had informed the Town that we could expand the program town-wide. Last week the Ad Hoc Committee met again and decided to establish the program formally. People who have curbside collection can package their magazines and junk mail and catalogs in a brown paper bag, separate from newsprint and corrugated, and place it out on the same day that the newspapers are collected for recycling. Magazines can be tied into a bundle with string, if people choose to. The materials can also be delivered to the recycling center by the residents if they desire. An advertisement will appear in the newspaper on April 22nd which is the 25th anniversary of Earth Day to announce the program. The program will formally begin on April 24th. We will print up flyers that the haulers may send out with their billing if they like.

Mr. Killen asked, will the results of this program be negligible on our ability to meet our quota for material to be burned?

Mr. Hamel responded, our requirement is that we produce 23,750 tons. For the past three years we have produced more than 26,000 tons. We are predicting that this program will reduce our current number by 500 tons at the most.

Mr. Knight asked, is there a market for this material?

Mr. Hamel responded, yes. At one time only one company had the sole market for this product in this region. Since that time another company has come into the region and provided competition. Because of that prices have gone up. Stratford Baling expects to make a profit, hence the reason they have agreed to accept the program without raising the rates.

No action taken.

ITEM #16 Discussion and Approval of a Resolution Authorizing the Mayor to Sign a Contract with CRRA - Program Planning

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Don Roe, Program Planner stated, this is for the funds that the CRRA Policy Board allocates to support part-time project staff who serves as liaisons to the communities. That position is filled by Philip Hamel. He noted that in the letter (Addendum #2) the second paragraph states that the contract term was increased from three years to five years and it also states that it can be terminated by either party on thirty day written notice. He corrected that statement by pointing out that the contract requires a sixty day notification period for termination. Other than that the terms are basically the same as our prior contracts. A minor change was made to alter the monthly reporting and invoicing system to a quarterly billing system. That is in with keeping with how other grants are reported.

Mr. Zandri asked, what percentage of time of Mr. Hamel's job applies to CRRA and what percentage applies to the Town?

Mr. Roe responded, Mr. Hamel performs fifteen hours of employment per week under the CRRA contract and ten hours for the Town.

Mr. Zandri asked, does the Town's side of the job deal basically with recycling?

Mr. Roe answered, yes.

Mr. Zandri asked, what future plans does Mr. Roe's office have for recycling?

Mr. Roe responded, we have contracts that will be coming due on the residential disposal program within the next year.

Mr. Zandri asked, what is Mr. Hamel's role with regards to CRRA?

Mr. Roe pointed out that Attachment A of the contract describes what the CRRA Policy Board seeks to have provided by Mr. Hamel.

April 11, 1995

He went on to say that Mr. Hamel provides staff service to the Policy Board as well as liaisons between the facility and haulers in servicing the five towns, he provides liaisons to Public Works Departments and their requests. It depends on the community. He also performs enforcement and inspection.

Mayor Dickinson stated, Mr. Hamel also functions as our representative in the course of negotiations as well.

Mr. Gouveia stated, he has always believed from the very beginning that an on-site full-time supervisor should be hired by the project and paid for by the project but to work on behalf of the people of Wallingford to be a watchdog, so to speak, for the residents, to make sure that the plant is monitored properly, that the burning process is done properly to guarantee that the combustion requirements are maintained and that all the burning is performed at the required temperature levels. He would like at the very least to have more information supplied to the people of the Town, whether through the Council or some other means. It is in the best interest of the Town that the Town officials, employees and citizens be better informed. As this project grows older we get less and less information. Even the information that we receive is contradictory. He would like to see, as part of the resolution, at least a report be presented to the Council (formally) at least twice a year. He did not want a report given to the Council but presented. This way if there are any questions or misleading or contradictory information, the Council will have the opportunity to question the individual making the presentation at that time. We should amend the resolution. He asked Mr. Hamel when the most appropriate time would be during the year to present such information?

Mr. Hamel responded that late spring or early summer would be an appropriate time for one report since the new tip fee will be out and there will be information on how the money is spent and where it originates from.

Mr. Gouveia stated, an example of what he is looking for as far as information is; one, recently there was a fire at the trashplant and he would have liked information on the incident other than what was reported in the paper; two, it is his understanding that there are ongoing negotiations with regards to purchasing land to stop the leachate or to build a dam thirty feet into the ground by one hundred and eighty feet long to stop the leachate from reaching the Quinnipiac River. He would like more information on these issues. Where are we going with these issues? In 1987 it was stated by the many proponents of the trashplant that it would take only two years for the landfill to reach its capacity. Eight years later we still have not reached that capacity. There are questions that should be asked and should be answered.

Mr. Roe stated that he will look into when the best time would be to present a report to the Council, perhaps it will be June or July and then again in January.

Mr. Gouveia made a motion to Amend the Resolution by Adding a Third Article to Read: That it is in the best interest of the Town to keep its officials, employees and citizens informed of all aspects of the operation of the plant and the actions of the policy board, therefore a report shall be given to the Council at least twice a year, seconded by Mrs. Duryea.

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

Motion was made by Mrs. Duryea to Approve the Resolution as Amended and to Append a Copy of it to the Town Council Meeting Minutes, seconded by Mr. Killen.

VOTE: Papale was absent; Duryea and Zandri, no; all others, aye; motion duly carried.

ITEM #24 Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Contribution SSBG Food Program Acct. #001-3070-600-6882 to Work Study Program Acct. #001-1540-100-1350 - Program Planner

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Due to the increase in utilization of work study hours attributed to personnel circumstances within two departments and also to a heavier legislative season this year, this account will require a transfer of funds to keep it active for the remainder of the fiscal year.

VOTE: Papale was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #17 Consider and Approve a Lease Between the Town of Wallingford and New Haven Society of Model Engineers for Use of a Portion of the Railroad Station - Mayor's Office

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

This lease is for a portion of the basement of the Railroad Station building.

Ray Chapel, Director of the New Haven Society of Model Engineers, 31 Park View Road and Bob Whiting, Jr., President of the New Haven Society of Model Engineers, South Meriden, were present for this topic of discussion.

Mayor Dickinson explained that the group had been using the railroad station in New Haven and unfortunately lost the use of the space recently. They are involved in the history of the New York, New Haven and Hartford railroad and also are significantly involved in encouraging model railroading as a hobby. They hold educational classes as well as exhibitions.

Mr. Chapel explained that his group is the third oldest continually operating model society in the United States. Tomorrow will be the sixty-third (63rd) anniversary of their founding. They are active in Boy Scouts as councilors to the Quinnipiac Council, have been able to

April 11, 1995

teach adult education courses on this subject and have drawn in several new members recently as a result of those classes.

Mrs. Duryea asked if leasing this space will take any space away from another Town agency in need of it?

Jay Cretella, Director of Adult Education responded that he has been associated with this group for more than five years and he finds them to be a very responsible group. The space that they are seeking to lease is not of any use to Mr. Cretella. Because of its location, public programs cannot be held there for the Town would be in violation of the American Disabilities Act (ADA).

After some discussion on this matter, the Council saw no problem with the lease other than to make the following change in language:

Motion was made by Mrs. Duryea to Amend Item #9 of the Lease by Changing the language from "Notice to the Town shall be mailed or hand delivered to the Director of Public Works, 29 Town Farm Road, Wallingford.." to "Notice to the Town shall be mailed or hand delivered to the Law Department, 45 South Main Street, Wallingford..", seconded by Mr. Knight.

VOTE ON AMENDMENT: Papale was absent; all others, aye; motion duly carried.

VOTE ON LEASE AS AMENDED: Papale was absent; all others, aye; motion duly carried.

ITEM #18 Consider and Approve Tax Refunds (#349-360) in the Amount of \$7,726.39 - Tax Collector

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

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

ITEM #19 Note for the Record Mayoral Transfers Approved to Date

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

VOTE: Papale was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #20 SET A PUBLIC HEARING to Amend Bond Ordinance for the School Expansion Project to Include a Provision to Purchase Real Property and Authorization of an Increase of \$289,000.00 - Town Attorney

This public hearing is on an "Ordinance Amending an Ordinance Appropriating \$3,500,000 for the Planning, Acquisition and Construction of Improvements and Additions to Yalesville, James H. Moran and Dag Hammarskjold Schools..."

Motion was made by Mrs. Duryea to Set the Public Hearing for April 25, 1995 at 7:45 P.M., seconded by Mr. Rys.

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

ITEM #21 Consider and Approve a Transfer of Funds in the Amount of \$1,200 from Public Works Salt Supplies Acct. #001-5040-400-4550 to Land Record System Acct. #001-6030-999-9906 - Town Clerk

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

VOTE: Papale was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #22 Consider and Approve a Transfer of Funds in the Amount of \$6,000 from Public Works Salt Supplies Acct. #001-5050-400-4550 to Computerized Indexing Acct. #001-6030-600-6500 - Town Clerk

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: Papale was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #23 Approve and Accept Minutes of the March 28, 1995 Town Council Meeting, seconded by Mr. Rys.

VOTE: Papale was absent; Killen abstained; all others, aye; motion duly carried.

ITEM #6 Remove from the Table to Consider and Approve a Transfer of Funds in the Amount of \$850 from Resurface and Re-line Tennis Courts Acct. #001-5031-999-9905 to Overhead Door Carriage House (New Account) Acct. #001-5200-999-9965 - Public Works

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE TO REMOVE FROM THE TABLE: Papale was absent; all others, aye; motion duly carried.

VOTE TO APPROVE TRANSFER: Papale was absent; Killen and Zandri, no; all others, aye; motion duly carried.

Motion was made by Mrs. Duryea to Adjourn the Meeting, seconded by Mr. Zappala.

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

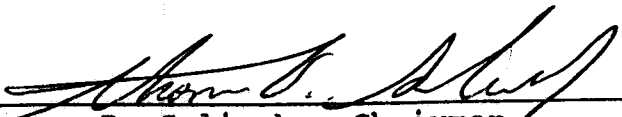
There being no further business the meeting adjourned at 10:58 P.M.

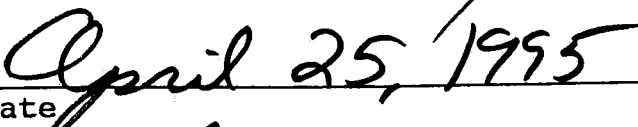
Meeting recorded and transcribed by:

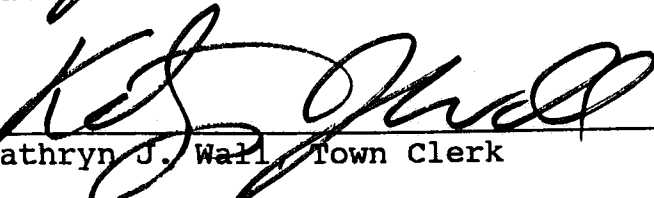
Kathryn F. Milano
Kathryn F. Milano, Town Council Secretary

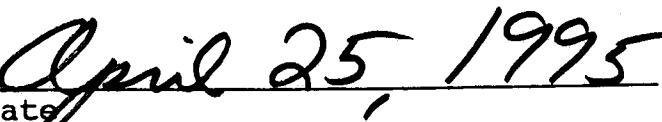
April 11, 1995

Approved by:


Thomas D. Solinsky, Chairman


Date


Kathryn J. Wall, Town Clerk


Date

DRAFT

OPTION TO PURCHASE

THIS AGREEMENT entered into this _____ day of _____, 1995, by and between the Town of Wallingford, a municipality, acting herein by its Public Utilities Commission, duly authorized, ("TOWN") and Thomas J. Wall, Jr., of the Town of Wallingford, County of New Haven and State of Connecticut, ("WALL") as follows:

1. WALL agrees to convey to the TOWN Lot #5 as shown on a map entitled "Subdivision Plan, Property of Thomas J. Wall, Jr. For Use as a Sewage Pumping Station Site To Be Developed By the Town of Wallingford Sewer Division Williams Road Wallingford, Connecticut Scale: 1"=40', Dated: 6/20/94, Revised 12/28/94, Prepared By: Edward K. Beale, L.S., 480 Sugar Hill Road, Tolland, Connecticut," which map is to be recorded upon the land records of the Town of Wallingford, the time for conveyance being hereinafter set forth.

2. Conveyance of Lot #5 to the TOWN shall be together with the existing thirty-foot utility easement as shown on said map which easement runs from the west side of Williams Road to east boundary line of Lot #5, the center line of said easement being the common boundary between Lot #3 and Lot #4 on said map.

3. WALL further agrees to grant to the TOWN an additional utility easement thirty feet in width over property located west of Lot #5 entitled "Proposed 30' Utility Easement Area = 11,043 Sq. Ft. (0.254 Acres)" generally running North and South from Lot #5 to property of Mather all as shown on the aforesaid map. Utilities

located within such easement shall be located below grade to the extent possible consistent with proper engineering design standards.

4. Said Lot #5 shall also be conveyed together with the 25-foot access drive to Lot #5 as shown on said map. It is anticipated that in the future said easement shall be a portion of a public highway.

5. It is agreed that the two easements referred to in paragraphs 2 and 3 will be both for any and all utilities as well as egress and ingress to said Lot #5.

6. It is agreed that the TOWN will use said Lot #5 to construct a sanitary sewer pumping station and that the TOWN will commence construction of said pumping station no later than January 2, 1997. TIME IS OF THE ESSENCE of the performance of this condition, except as set forth in paragraph 14 of this option.

7. Exterior construction erected upon Lot #5 shall be made in an aesthetically pleasing manner approximating a residential type building. WALL, or his designated agent, is authorized to approve the aesthetics in writing but WALL shall have no right of approval of the technical or engineering aspects of construction. Drawings of any buildings constructed on Lot #5 shall be submitted to WALL for his written approval, which approval shall not be unreasonably withheld.

8. WALL, his heirs, successor or assigns, retains the right to designate the 25-foot access drive to Lot #5 as a public road and it is agreed that the TOWN's right to said 25-foot access drive will be merged into a public road at such time as the road is accepted as a public road by the Town of Wallingford.

9. WALL and the TOWN agree that WALL, his heirs and assigns will be required to pay the normal hookup fees for water and sewer for other building lots developed by WALL, whether in this particular subdivision in owner developed or to be developed by WALL, his heirs and/or assigns. Payment by applicant to connect shall be made by applicant at the time of request to connect.

10. As part consideration for the conveyance by WALL, the TOWN agrees to waive seeking a voluntary payment toward the Durham Road pumping station which it normally would have sought from WALL in connection with his development of other property of Thomas J. Wall as shown on Town Assessor's Map A6, Block 1, Lot 3H.

11. WALL understands that the TOWN will require approval from the Planning and Zoning Commission, the Wallingford Town Council, the Wallingford Public Utilities Commission, the Inland Wetlands & Watercourses Commission of the Town of Wallingford, the Department of Environmental Protection of the State of Connecticut and the Department of Health and Addiction Services of the State of Connecticut, and the TOWN agrees to use reasonable efforts to obtain said permission and any others which may be found to be necessary. These approvals are necessary both for acquisition of the said Lot #5 and the easements referred to above and for committing the TOWN to construction of the sanitary sewer pumping station referenced above.

12. WALL agrees to convey said Lot #5 and the easements as set forth herein within ten (10) days of being informed in writing by the TOWN that it is ready to award a contract for design and construction of a sanitary sewer pumping station, same to be constructed on said Lot #5.

13. WALL grants to the TOWN at any time subsequent to the signing of this Agreement the right to cause its own personnel or agents of the TOWN to enter the easement areas and the area of Lot #5 for the purpose of conducting test bores, surveys or other activities pertaining to bidding, the TOWN having the duty of returning the land to its pre-existing conditions, as nearly as is possible. TOWN will pay and save WALL harmless from any liability claims caused by TOWN's use of the premises.

14. Both parties agree that if the TOWN fails to notify WALL on or before December 19, 1996, that it will award the above-referenced contract for design and construction of a sanitary sewer pumping station, WALL's obligations and agreements under this Agreement shall be null and void except as follows: If on or before January 2, 1997, the TOWN delivers to WALL good funds of \$20,000.00, WALL will extend the TOWN's rights under this Agreement an additional six months, so that the TOWN shall have up to and including July 2, 1997, to notify WALL in writing that it is ready to award the contract for design and construction of the sanitary sewer pumping station and to actually have commenced construction. WALL shall close within ten (10) days of receiving such notice in writing.

If the TOWN fails to commence construction on or before July 2, 1997, it shall tender to WALL a reconveyance of said Lot #5 together with all of the easements referenced herein and upon such tender of reconveyance, all of the TOWN's obligations under this option shall be null and void.

15. WALL agrees that the TOWN may record this Agreement upon the Land Records of the Town of Wallingford, and that subsequent to

this Agreement being signed, said WALL will not voluntarily encumber, convey any rights nor restrict the use of said Lot #5 or any of the easement areas referenced hereinabove.

16. WALL covenants that at the time of the signing of this Agreement, said Lot #5 and all the easement areas referenced hereinabove are free and clear of any and all encumbrances.

17. The TOWN agrees that it will cause said Lot #5 and the areas of easement referenced hereinabove to be searched by a title searcher within twenty (20) days of the execution of this Agreement and to notify WALL of the results of this search. Should the property be free and clear of all encumbrances and restrictions, WALL will cause a Certificate of Title in customary form to be issued to WALL. Should the search disclose encumbrance(s), restriction (s), or any defect in the title, the TOWN will notify WALL in writing no later than thirty (30) days from the execution of this Agreement, and WALL will have thirty (30) days from receipt of such notice to cause such encumbrance(s), restriction(s), and/or defect(s) to be removed or corrected. Should WALL fail or be unable to correct the title to the satisfaction of the TOWN of Wallingford, then this Agreement shall be, at the option of the TOWN, null and void.

18. This agreement shall be binding upon the heirs and assigns of WALL and upon the successors and assigns of the TOWN. All conveyances to the TOWN shall be by way of warranty deed, free and clear of all encumbrances accompanied by a Certificate of Title from WALL's attorney attesting to same lack of encumbrances, with the taxes due on all parcels conveyed, with all taxes paid up to date,

but without adjustment of taxes at closing. Said Lot #5 shall be subject only to the easements referenced hereinabove.

19. All notices to be given to WALL under this Agreement, shall be in writing, deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, sent to Thomas J. Wall, Jr., 963 Northrop Road, Wallingford, Connecticut 096492, with a copy (first-class mail) to Theodore Lendler, Esq., 105 South Elm Street, Wallingford, Connecticut 06492.

Dated at _____, this _____ day of _____, 1995.

Signed, Sealed and Delivered
In the presence of:

TOWN OF WALLINGFORD
PUBLIC UTILITIES COMMISSION

BY: _____ L.S.
Chairman

THOMAS J. WALL, JR. L.S.



Town of Wallingford, Connecticut

Appendix II
DONALD W. ROE
STATE & FEDERAL PROGRAM ADMINISTRATOR

WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CONNECTICUT 06492
TELEPHONE: (203) 294-2060

April 3, 1995

Mayor William W. Dickinson, Jr.
45 South Main St.
Wallingford, CT 06492

Dear Mayor Dickinson,

This letter addresses two items to be discussed with the Town Council. The first is the start of a program to recycle magazines and junk mail. Under this voluntary program, haulers will collect the additional materials at curbside when they pick up residential newspapers for recycling. The resident drop off center will also accept the materials. We would like to inform the Council about the details of this program.

The second item is a proposed contract between the Town of Wallingford and the Connecticut Resources Recovery Authority (CRRA) that provides part-time staff for the Policy Board and project communities for liaison with CRRA and project oversight. Enclosed are a copy of the proposed contract and a resolution authorizing the Mayor to sign it. The contract term was increased from three years to five years, but it can still be terminated by either party on thirty day written notice. The other terms of the contract are basically the same as those in the prior contracts between the Town and CRRA.

I would appreciate it if you would ask the Town Council to entertain a brief discussion of the recycling of magazines and junk mail and to consider the enclosed resolution at its next meeting. Mr. Hamel and I plan to be in attendance.

Very truly yours,

Donald W. Roe

Enclosures

cc: Mr. Philip Hamel

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

RESOLVED:

- 1. That the Mayor of the Town of Wallingford is hereby authorized and directed to execute the Contract for Services between the Connecticut Resources Recovery Authority and the Town of Wallingford dated July 1, 1995 which outlines the conditions under which the Connecticut Resources Recovery Authority will provide funding to the Town of Wallingford until June 30, 2000.**
- 2. That the Comptroller of the Town of Wallingford is hereby authorized and directed to establish a separate checking account for purposes of such grant.**

CONTRACT FOR SERVICES

This Contract for Services is made and entered into and shall be effective as of the 1st day of July, 1995 by and between the CONNECTICUT RESOURCES RECOVERY AUTHORITY (hereinafter "CRRA"), a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, and the TOWN OF WALLINGFORD, CONNECTICUT (hereinafter the "Town").

WITNESSETH:

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

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

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

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

1. SCOPE AND PERFORMANCE OF SERVICES

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

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

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

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

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

2. PAYMENT FOR SERVICES

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

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

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

3. EFFECTIVE DATE AND TERM OF CONTRACT

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

3.2 The term of this Contract shall not extend beyond June 30, 2000.

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

4. MISCELLANEOUS

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

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

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

4.4 The laws of Connecticut govern this Contract.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates indicated below, to be effective as of the 1st day of July, 1995.

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

Date

By _____
William R. Darcy
Its President

TOWN OF WALLINGFORD

Date

By _____
William W. Dickinson, Jr.
Its Mayor

EXHIBIT A

SCOPE OF SERVICES

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

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

EXHIBIT B**ANTI-DISCRIMINATION RIDER**

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