

TOWN COUNCIL MEETING

NOVEMBER 28, 1995

7:00 P.M.

AGENDA

NOTE STARTING TIME OF MEETING

1. Roll Call and Pledge of Allegiance
- 2a. Executive Session Pursuant to Section 1-19b(9) of the CT. General Statutes Relating to Strategies and Negotiations with Respect to Collective Bargaining
- b. Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Respect to the Acquisition of Property
3. Consider and Approve a Contract with the C.I.L.U. (CT. Independent Labor Union) and the Town of Wallingford for a Four (4) Year Contract Effective 7/1/95 - 6/30/99 - Board of Education
- 4a. Consider and Approve the Acquisition of Property for Use as Open Space - Town Attorney
- b. Consider and Approve the Negotiation of a Contract for Purchase of Real Property for Use as Open Space - Town Attorney
5. Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Maintenance of Building & Grounds Acct. to Overtime Acct. - Animal Control Officer
- 6a. Discussion and Possible Action on the Installation of a Wooden Privacy Fence on the Perimeter of the Wooding Property for Residents of N. Elm and Academy Streets as Requested by Vice Chairperson Susan S. Duryea
- b. Consider and Approve a Transfer of Funds in the Amount of \$22,537.00 from Contingency Reserve for Emergency Acct. to Maintenance of Building Acct. - Public Works
7. Remove From the Table to Consider and Approve a Transfer of Funds in the Amount of \$43,250 from Contingency Reserve for Emergency Acct. to Maintenance of Building Acct. - Public Works
8. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.

(OVER)

9. Consider and Approve the Acceptance of a Quit Claim Deed from Fulton Forbes, Inc. to the Town of Wallingford - Town Attorney
- 10a. Consider and Approve an Easement Agreement Between the Town of Wallingford and Karen Brown Regarding the Durham Road Pump Station - Water & Sewer Division
- b. Consider and Approve an Easement Agreement Between the Town of Wallingford and Kurt H. Mather and Lynn K. Mather Regarding the Durham Road Pump Station - Water & Sewer Division
- c. Consider and Approve the Acceptance of a Utility Easement Granted by Kurt H. Mather and Lynn K. Mather to the Town of Wallingford Upon Its Execution - Water & Sewer Division
- d. Consider and Approve an Easement Agreement Between the Town of Wallingford and Greg Seledyn and Karen J. Thibodeau Regarding the Durham Road Pump Station - Water & Sewer Division
- e. Consider and Approve the Acceptance of a Utility Easement Granted by Jeffrey Smith and Ellen W. Smith to the Town of Wallingford Upon Its Execution - Water & Sewer Division
- f. Consider and Approve an Easement Agreement Between the Town of Wallingford and James Viarengo and Patricia Viarengo Regarding the Durham Road Pump Station - Water & Sewer Division
- g. Consider and Approve an Easement Agreement Between the Town of Wallingford and Edward A. Zolkiewicz, Jr. and Joanne S. Zolkiewicz Regarding the Durham Road Pump Station - Water & Sewer Division
11. Note for the Record Merit Increases Approved by the Merit Review Committee
12. Note for the Record Financial Reports of the Visiting Nurse Association, Wallingford Public Library and Senior Citizen Center
13. Consider and Approve Tax Refunds (#149-162) Totalling \$1,112.07 - Tax Collector
14. SET A PUBLIC HEARING for December 12, 1995 at 7:45 P.M. on An Ordinance Amending Ordinance #11 Relating to the Hours of Closing of Certain Liquor Vendors

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A regular meeting of the Wallingford Town Council was held on Tuesday, November 28, 1995 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Thomas D. Solinsky at 7:22 P.M. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall. Mayor William W. Dickinson, Jr. arrived during Executive Session, Town Attorney Janis M. Small was present for Roll Call and Comptroller Thomas A. Myers entered the meeting once the Council reconvened its open session.

The Pledge of Allegiance was given to the Flag.

ITEM #2a Executive Session Pursuant to Section 1-19b(9) of the CT. General Statutes Relating to Strategies and Negotiations with Respect to Collective Bargaining

ITEM #2b Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes With Respect to the Acquisition of Property

Motion was made by Mrs. Duryea to Enter Into Both Executive Sessions, Seconded by Ms. Papale.

VOTE: All ayes; motion duly carried.

Present in Executive Session 2a were all Councilors, Mayor Dickinson, Dr. Cirasuolo, Superintendent of Schools, Dale Wilson, Asst. Superintendent of Personnel and Barbara Beecher, Board of Education Member.

Present in Executive Session 2b were all Councilors, Mayor Dickinson and Attorney Janis Small.

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

VOTE: All ayes; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Pasquale Melillo, 15 Haller Place, Yalesville stated that he was concerned with the growing number of coyote sightings in Wallingford. He asked if any type of survey was performed to see how that effects the Town? Have we inspected our open space areas for them?

Mayor Dickinson responded that the coyotes have been spotted at various times in Wallingford. We have not inspected our open space areas for them.

Mr. Melillo thanked the patrolman who assisted him after the last Town Council meeting when he experienced car trouble. The officer followed Mr. Melillo for a few blocks to be sure he was safely on his way.

He presented the Council with a newspaper article on utility deregulation. He will leave it with the secretary to make copies for everyone.

Frank Wasilewski, 57 N. Orchard Street stated that he hoped to see Town Clerk Kathryn Wall and Town Council Secretary Kathryn Milano next year because they are both doing an excellent job and for doing excellent work he hopes that they do not lose their jobs. It is up to the politicians of Wallingford whether they stay with us or they are unemployed. It is rare that when you are doing a good job you lose your job. All the new Councilors should recognize that fact. If ever he has had any questions both the Town Clerk and Council Secretary have always taken care of him as well as all the other citizens that have requests of them. Kate Wall has performed a fantastic job as Town Clerk and he would hate to lose her after she has improved the Town Clerk's Office quite a bit (applause). He wished both the women good luck and he hoped that the Council uses their hearts and common sense in this matter.

On a separate matter, Mr. Wasilewski asked, what do other towns do about cats that are roaming their town? Do they have an ordinance?, Do they control them? Certain neighborhoods with owners of quite a few cats (8,9,10) were under control when Shirley Gianotti was Animal Control Officer. Now that Shirley has retired the cats are free to roam once more. They are damaging cars because they love to climb on them, crawl under them to keep warm or climb on the motors at times also. He told a story of a time when his sister-in-law had driven to another town, parked her vehicle and went about her business. It was during the winter season and the warmth of the engine in her car had proven tempting to a cat nearby. The cat crawled up under the vehicle too close to dangerous motor parts. When his sister-in-law returned from her business and started the car, the cat was torn to shreds. It is harmful to allow the animal to roam. He is not fond of the cats that visit his yard and sit on his deck to chase the birds away and dig in his flower beds. He does not like that at all. Years ago he had a dog to ward them off, he does not want to pursue that route at this stage in his life. He wants the owners of the cats to take responsibility for them and to take care of them in their own yards. He is not against cats but he wants the Town to look into it and adopt some type of ordinance to address the situation.

Philip Wright, Sr., 160 Cedar Street stated that Mr. Wasilewski beat him to the punch two weeks ago when he congratulated the Council-elect and thanked the Councilors leaving and again,

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tonight, he is thanking and complimenting the Town Clerk and Town Council Secretary as he was going to do himself.

He thanked the Mayor for responding to his request made at the last Town Council Meeting.

With regards to the present Council, we are losing five people, we will miss them sorely but we will be gaining five political activists. He thanked those Councilors who have served for so long and so hard and who will be leaving the Council, those who will be staying on, as well as the new Councilors. He is hopeful that the next Council will recognize that they have authority and responsibility. He has faith that they will and wished everyone well.

ITEM #3 Consider and Approve a Contract with the C.I.L.U. (CT. Independent Labor Union) and the Town of Wallingford for a Four (4) year Contract Effective 7/1/95 - 6/30/99 - Board of Education.

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

Dale Wilson, Asst. Superintendent of Personnel stated that this is a four year contract which effects four positions, Business Manager, Administrative Assistant, Supervisor of Buildings and Grounds and Food Service Director. He then reviewed the changes in the contract with the Council. With regards to salary the agreement exhibits a 3.5% increase each of the four years with no increments. In the area of Medical Co-payment there will be no change in the first two years of the agreement (1995-96, 1996-97), however, the co-pay will increase to 7.5% in 1997-98.

Present members of this union will continue to receive current longevity. Members hired after July 1, 1995 will not be eligible for longevity.

Pasquale Melillo, 15 Haller Place, Yalesville stated that the pays should be frozen. The taxpayers have too much of a burden placed on them already.

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

ITEM #4a Consider and Approve the Acquisition of Property for Use as Open Space - Town Attorney

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

Motion was Amended by Mrs. Duryea to Approve the Purchase of 70 Tamarac Swamp Road for Use as Open Space for the Price of \$350,000 and to Authorize the Town Attorney to Finalize the Contract, seconded by Mr. Rys.

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Mr. Solinsky asked Attorney Small to give the public information on the subject matter.

Attorney Small stated the property is 25.22 acres in size.

Mayor Dickinson added, it abuts Town Property known as the Sartori property where the Vietnam Memorial Fields are located. We have a 40% State grant on the property however it is unclear whether the difference between the \$315,000 and the \$350,000 will be included within that grant. The written appraisal is for \$315,000 and the appraiser did indicate that it could go as high as \$350,000. He is not sure if the State will accept that higher figure. It is the agreed upon price with the property owner. The closing will take place by the end of the year. The date has not been set yet.

Mr. Gouveia stated, assuming that the State will not pay anything above the assessed value, the cost to the Town will be \$224,000 and the cost to the State will be \$126,000 for a total of \$350,000 minus closing costs, obviously.

Lester Slie, 18 Green Street asked, isn't that area mostly all swamp land?

Mayor Dickinson responded, he did not believe that this piece is. This is next to an existing subdivision. He does not believe that there is a lot of wetland on this piece.

Mr. Slie stated that the 1979 report on the feasibility of constructing a municipal golf course identified the Tamarac Swamp Road area as being all wetlands.

Mayor Dickinson responded, it is buildable property. The appraised figure would take into account wetland or any other conditions on the property. Most of the land is buildable to his knowledge.

Frank Wasilewski, 57 N. Orchard Street asked, is this property going to be used for a future reservoir?

Mayor Dickinson responded, I don't believe that it will fall within the boundaries of where a possible reservoir would be situated.

Mr. Wasilewski asked if the property comes out to Woodhouse Avenue?

Mayor Dickinson responded, Tamarac Swamp Road would run between East Center Street and Tyler Mill Road.

Mr. Wasilewski asked, how much land will we have there if we bought this property?

Mayor Dickinson responded, the current acreage is all the Water Company land plus the Sartori fields, the Vietnam Memorial Fields, the total acreage....he does not have that figure.

Mr. Zappala stated, it is over 900 acres.

Mr. Wasilewski asked, why can't we build a golf course there with 900 acres?

Mayor Dickinson responded, the issue was the potential need for much of that acreage as water resource and State standards having some reluctance to include golf courses as abutting property owners to watershed area.

Mr. Wasilewski stated, they only wanted 80 or 90 acres for a reservoir.

Roger Dann, General Manager of the Water & Sewer Division responded, it was not so much the area of the reservoir itself as it was watershed areas that were tributaries contributing flow to a proposed reservoir.

Mr. Wasilewski stated, it has been proven throughout the State that you can have co-existing reservoirs and golf courses where you would not harm the quality of the drinking water.

Mr. Dann stated, that topic was the reason that we entered into some further study with regard to the potential to develop the reservoir, itself. The State has taken the approach that they don't feel that golf courses and reservoirs are mutually compatible. There are impacts that can be associated with golf courses that can be minimized through the type of operations that are there. The approach that the State took with this had to do with a "zero" impact kind of approach.

Mr. Wasilewski was glad that the Town was purchasing the property but felt that there was room to place a golf course on it.

Philip Wright, Sr., 160 Cedar Street asked, was it only 25 acres when we discussed this property originally or was it a larger parcel than that?

Mr. Solinsky responded, this is a separate parcel from the larger parcel.

Mayor Dickinson added, we were talking about two parcels under the State program, one was 100 acres and this one was 25 acres.

Mr. Wright asked, what is the status of the 100 acres?

Mayor Dickinson responded, the owners have determined that they do not want to sell.

Pasquale Melillo, 15 Haller Place, Yalesville asked if there are any major restrictions imposed by the State on the land?

Mayor Dickinson responded, recreational and open space-type of uses are fine with the State, you cannot have major construction on the property. Passive recreation, ball fields, etc. are fine with the State...uses that maintain an open character to the area. The land cannot be sold for development purposes under the grant unless, perhaps, you reimburse the State for whatever.

Mr. Solinsky stated, if such a case should arise the State would require the Town to replace the property with other property. If the Town decided that it wanted to build a school on the property, it would have to find another twenty-five acres to replace it with. Those twenty-five acres would have to be a new purchase, it could not be existing Town land.

Mr. Zappala informed Mr. Wasilewski that the Town has 224 acres that will be used for a golf course.

VOTE: All ayes; motion duly carried.

Mayor Dickinson stated for the record, assuming that everything is moving forward, he will come in at the next meeting to appropriate the \$350,000.

The Chair declared a five minute recess at this time.

ITEM #5 Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Maintenance of Building and Grounds Acct. to Overtime Acct. - Animal Control Officer

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

Kathryn Paskowski, Animal Control Officer, introduced herself to the Council. With Shirley Gianotti's recent retirement additional coverage was required in the area of staffing, causing a shortfall in the overtime acct.

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

ITEM #6a Discussion and Possible Action on the Installation of a Wooden Privacy Fence on the Perimeter of the Former Wooding Property for Residents of North Elm and Academy Streets as Requested by Vice Chairperson Susan S. Duryea

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

Mrs. Duryea stated this issue stems from an item placed on the agenda two weeks ago by Henry McCully, Director of Public Works, which was a request for funding to demolish the buildings on the site of the former Wooding Property.

It was at the November 14th meeting that Mrs. Duryea raised concern

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over the fact that the neighboring properties will not only lose their privacy but may find themselves subject to vandalism and/or liability issues with the removal of the buildings. Currently the structures act as a natural buffer between the properties. Residents on North Elm Street voiced their concern for the safety of their families and homes at that meeting. If the buildings are removed and the land is opened to their yards swimming pools, play areas and dogs immediately pose a threat to anyone wandering onto their property....property which also becomes extremely accessible as well.

The Mayor was willing to consider surrounding the perimeter of the property with a chain link fence as the Town has done in the past for the residents of Academy Street when the impoundment area was created for the Police Department. Prices would be obtained and Mr. McCully was to return this evening with the cost.

It was at that same meeting that some members of the Council stated that they would prefer the installation of a wooden fence vs. a chain link version. Since there was disagreement on the issue the transfer was tabled until prices were obtained for the installation of a wooden fence.

Mrs. Duryea placed this item on the agenda again, tonight, in the hopes of reaching a final resolution of the matter. She continues to believe that a chain link fence fails to offer the residents adequate privacy. Pictures were presented to the Council, Mayor and Town Attorney of the fence surrounding the impoundment area behind the resident's homes on Academy Street. Those pictures substantiate her argument that a chain link fence fails to offer privacy for one can see right through them as evidenced in the photos.

Mayor Dickinson stated that the Town should not set a precedent of installing a wooden fence when, in all other cases, a chain link style has been acceptable. The Town should not change its practice and begin setting precedent. He noted the fact that chain link fences have been installed around the Town parks, Public Works Department and school yards. If the Town were to erect a wooden fence for the residents of N. Elm Street, what is to say that other residents who have Town property abutting their's wouldn't expect the same? They may want the chain link fence removed and replaced with a wooden one.

Richard Krombel, 38 North Elm Street stated that he was here with a group of other N. Elm Street residents whose property abuts the former Wooding parcel. Two other neighbors were unable to attend the meeting and asked Mr. Krombel to read letters written by them on this issue at the meeting.

Mr. Krombel read the first letter from Judy Lyons, 22 N. Elm Street into the record as follows:

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"To Whom It May Concern,

I own property at 22 N. Elm Street which extends up to the barns of the former Caplan property, now owned by the Town. I would appreciate a wood fence, a solid wood fence, eight foot high put up over any other kind due to the looks and the privacy that it would afford and because my house is dated 1735. I think that wood would enhance the value of my own property and the whole neighborhood. Thank you for reading my letter."

The next letter was from John Wooding, Jr. who writes:

"I am aware of the recent discussions on the former Wooding/Caplan property and the proposed razing of most of the buildings on that property. I am sorry that I cannot attend tonight but I am out of town on business. I wanted to clarify a few things in reference to the existing fence behind my property and the proposed fencing for the rest of that property. First, the chain link fence behind my house provides very little privacy and no sound barrier. This fence was installed with no brace along the bottom or middle of the fence. The ties that hold the fence to the poles broke loose and it lifted up over several of his shrubs and broke them in half. This fence is only two years old. If the Council were to approve a good quality stockade fence it would provide the homeowners with privacy and a sound barrier. From what I understand the cost is comparable. I understand that you are all concerned about setting a precedent but the Town has done both chain link and wood stockade fencing. I believe that wood stockade is more appropriate, given the area, and the fact that you are dealing with a historical portion of town. Please don't hesitate to contact me if you have any questions and thank you for your consideration."

Mr. Krombel went on to say that he hoped that the Councilors have had the time to walk the property or at least read the letter that the residents composed and review the pictures enclosed with it. He listed a few of the reasons that the residents felt a wooden fence would be much better for them, one being a sound barrier. The Police Department is within the same block that he lives and it seems to be a policy that they check their sirens before leaving the lot. Although brief, it can be heard by many residents. The Fire Department is also within the same area and although they do wonders for their homeowners insurance the residents hear them at all hours. There is also a certain amount of miscellaneous noises that may not be as noticeable with the buildings up, however once those buildings are removed it will become much more noticeable. The residents were not asking for a wooden fence to keep them from looking out over a parking lot but rather to keep people from looking in on them. The Town erected a wooden fence at Doolittle Park for the exact same reasons, to act as a sound barrier and to protect the resident's privacy.

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He went on to say that the prices obtained by Mr. McCully prove that the wooden fence is less costly than the chain link fence with privacy slats. Both fences do require maintenance, in fact the wooden one may require a bit more but two fence contractors Mr. Krombel spoke with, Central Fence (installers of the Doolittle Park Fence) and John McNally of Van Guard Fence of Wallingford, indicated that they could do a little better than the prices that Mr. McCully was quoted for the wooden fence. Mr. McNally recommended installing the stockade fence with metal posts cemented in for durability. The Mayor spoke with Mr. Krombel earlier today at which time he indicated that the Town's standard policy is to erect chain link fencing. It is a one size fits all solution. He asked the Council to judge each situation on its own merits. The noise and privacy issue dictated a wooden fence at Doolittle. With the Police and Fire Departments nearby, this situation also warrants one. He realizes that the Council deals with lots of issues week to week and he is certain that this issue is "small potatoes" in the grand scheme of things, however, he wanted it understood that this issue is important to the residents of the area. He appreciated the time the Mayor took to speak with him today and also that the Council took this evening to listen to him.

Betsy Bradley, 49 Academy Street stated, from a personal standpoint the wooden fence would be much better. She has two daughters under the age of three who play in their backyard often. It would improve the quality of their lives to have a wooden fence so that she and her children could feel safe in their yard.

Bill Jobbagy, 28 N. Elm Street was happy to hear that the buildings were finally going to be taken down. Mr. Krombel explained the situation thoroughly. Mr. Jobbagy has lived on N. Elm Street for over thirty years and has been a taxpayer in town for over fifty. He would appreciate a wooden fence similar to the fence installed at Doolittle Park. It would maintain the privacy that he has enjoyed for the past thirty-three years with the buildings in place.

Paul Moore, 61 Academy Street stated, he has a nine year old daughter and he is also concerned about her safety while playing in the family's backyard once the buildings are removed. He has resided in Wallingford for the past eleven years. One fact that has impressed him the most is the way Wallingford does things. From the railroad station to the gazebo to Eighty-eight South Main Street to the Town Hall projects, the Town always seems to do things just a little bit better than other towns do. He did not benefit personally from any of those projects, nor did he benefit from the fence around Doolittle Park but he is pleased with them for when he drives by he sees them and he notes that they are just a little more classy than what you would see elsewhere. He hated to see this be the first project that the Town starts cutting corners on.

Dan McDonald, 59 Academy Street agreed with Messrs Krombel, Jobbagy, Moore and Ms. Bradley. Two sides of his property will be effected by the demolition of the buildings. He would like the Town to erect a wooden privacy fence when the buildings come down.

Pasquale Melillo, 15 Haller Place, Yalesville asked if the Town has made any exceptions in the past to the rule?

Mayor Dickinson responded, it depends upon the type of fence. Usually chain link fences are erected. Nearly every other circumstance in the town has chain link fence. The exception to all of that, to his knowledge, is the playscape which involved a significant change in use in terms of late night activities as well as numbers of people in that immediate environment. That is the exception to every other circumstance.

Mr. Melillo asked the Mayor if he has already made up his mind on this matter?

Mayor Dickinson responded, the Town should put in a fence. If we should go to a stockade or wooden fence he was not sure that he would have good arguments for all the other locations that have already had chain link fence installed. For example, a portion of Academy Street has had the chain link fence installed. We would have to remove that and install stockade fence. If someone then came to us from Park View Road which backs up to the Public Works Department he is not sure what argument he would use to say that we shouldn't change over to stockade. There is an issue of precedence. There is nothing that restricts any property owner from protecting their property in the way that they feel is appropriate.

Mr. Melillo stated that he agreed with the Mayor, the Town should not set a precedent.

Mrs. Duryea stated, each case should be looked at on a case by case basis. In her opinion it is the Town's obligation to provide privacy to the neighbors.

With regards to setting a precedent, Mrs. Duryea cited a case where the Town installed a stockade fence for a resident when they were building a portion of a roadway which resulted in the destruction of some of their shrubbery and fruit trees. The project caused a steep embankment to the homeowner's property. The Town installed a stockade fence because the Town created a situation. We are causing a situation by demolishing the buildings on the former Wooding property. The Town has an obligation to remedy the situation it created.

As far as maintenance is concerned many of her friends have stockade fences and if it requires maintenance in the majority of the cases you only need to repair a few pickets on it, not an

entire section. That is not the case with a chain link fence.

Mrs. Duryea went on to point out that the stockade fence is less costly than the chain link variety. The Town has a desire to sell the former Wooding property back to the private sector and at that point it is out of the Town's hands. What ever happens between the new owners and the residents is not of our concern. If the Town encountered another situation such as this, she would be glad to spend her tax dollars to help anyone in town. These individuals (N. Elm Street residents) did not approach Mrs. Duryea and ask her to come to their defense, she viewed the property and drew her own conclusion of the matter.

Jack Winkleman, 141 S. Airline Road asked if a compromise can't be reached? Perhaps the Town can provide shrubbery that can be placed on one side of the fence. Mrs. Duryea is proposing the installation of a cedar fence. Cedar can be very expensive and can become a burden on the homeowner later on.

Mrs. Duryea responded, shrubbery can be very expensive. We would be looking at spending a much larger amount of money and they take a long time to grow and fill in.

Mr. Winkleman suggested planting hemlock since they grow fairly quickly. He reminded everyone that the Town sponsors a program which provides trees to residents. Perhaps that program can be expanded for these individuals.

Mario Tolla, 69 Pond Hill Road pointed out that the Town could go through the trouble of installing a wooden fence, the property may be sold and the new owners could decide that they don't want to be responsible for maintaining a wooden fence, take it down and install a chain link fence. If the residents want a wooden privacy fence installed, they should put it in themselves on their own property and they can maintain it.

Mr. Gouveia stated, the concerns of privacy, safety and security can best be addressed by a wooden fence. In addition to that it is preferable to the homeowners as well as the cheapest according to the prices supplied by Mr. McCully. He does not understand what the issue is. He, personally, likes the type of fence that was installed at the playscape area. Many times he has heard employees of the Public Works Department complain that they are not given the chance to perform specific jobs, too often the Town is too quick to go out to bid on jobs that they, themselves, can perform. They are proud of the work that they can do and although he is not sure that they have the time to do the work they could be given the chance to do so if their work schedule allows. He approves of the wooden fence.

Mr. Zappala stated that he is against installing a wooden fence because although the Town does have an obligation to fence the area

once the buildings come down, the standard practice is to install a chain link fence. The upkeep of it is minimal. He is against installing stockade fencing for he feels that it will be subjected to graffiti. That will be an additional cost to the Town to clean up. A property owner should install their own privacy fence. It is not the Town's responsibility. You cannot compare the Doolittle Park scenario to this one. The Doolittle Park incident was a mistake made by Parks & Recreation that the Town had to do something about. There was no way we could have done anything else but what we did. We would be setting precedence for any future fence building project. How can we say no to anyone else who will come before the Council? He is opposed to installing a wooden fence.

Mr. Rys stated that he met with some of the merchants prior to this last year who wanted the buildings down and he was happy to see that Mr. McCully put a proposal together for the bidding process. One of his major concerns at that point were the youths who were gathering in that area. Matches, cigarettes and other debris were found raising concerns over safety issues. If the type of fence is installed that no one can see through or into the area then it will become more of a gathering point for teenagers in town. If he knew that it was going to create such a problem he would not have requested that the buildings be taken down. He spent twenty-three years of his life growing up in Meriden with Seppa Field located in his backyard. The field and his yard were separated by a chain link fence. Never did he feel that privacy was a problem. He is opposed to installing the wooden fence on the former Wooding property. It seems that some residents of Academy Street have installed a wooden fence up against the Town's chain link fence for added privacy or security or maybe the wooden fence already existed, he was not sure. He sympathized with the residents and would like to give them some security...he would like to give them the chain link fence with some privacy slats. If they want more than that they can make the investment and install additional fencing besides what the Town will provide.

Mr. Zandri stated, one of the Council's roles is to serve the public. Seeing that the funding is a non-issue because the stockade fence is cheaper and we are not setting a precedent because in every situation where a fence is needed and the Town has already determined that they will install a fence, then we should go with the wishes of the residents where the fence is going to be installed. He supported the stockade fencing that the neighbors are requesting.

Mr. Killen stated that the gentleman in the audience said it very well, we do things a little bit better than most other towns, we are not afraid to set precedence. The reason the issue is here tonight is because Susan Duryea thought enough to do something about it. Everyone dropped the ball on this down the line, no one thought of what would happen when those buildings came down, no

appropriation was made for any fencing. Now we are addressing the appropriation and it must now be a certain type of fence because we have installed those types of fences around other properties in town. That is nice in one way but it does not mean that we are held to that practice. It depends on how you want to look at it. The very fact that we purchased that property to put it back on the open market again was a precedent in itself. We were going to use a minuscule portion of the parcel for the Police Department. We set a precedent of over \$1 million when the Town purchased that property, not \$22,000 for the cost of the fence. It is merely a matter of who is playing the game whether or not a precedent is established. If we are going to do something, let's do it right. A stockade fence will stand up, it will only be there for an interim period for another owner will come along soon. He would be very much surprised if whomever the Town sells that property to does not have to go before Planning & Zoning where they will be told that a stockade fence will have to be erected. Look around Town to see what type of fences have been required by Planning & Zoning when businesses are encroaching on the privacy of residents. It is not a chain link fence, it is a stockade fence. There is a reason for both types of fences. This situation calls for a stockade fence. What is so dirty about doing something like that?

Mayor Dickinson responded, it is important to point out that it does set a precedent, we will be removing a section of chain link fence and installing a stockade fence. We would probably have people from Pragman Park, Parker Farms ball fields, Public Works complex, Eighty-eight South Main Street, Town Hall, Bennett Field, Pat Wall Field, Moses Y. Beach ball fields, to name a few, all of which areas bound on residential property and all of which have chain link fences. We also have public walkways in some areas that are lined with chain link fence. What other argument do you use with all these other people if they want a privacy fence too? Money would have to be appropriated for all of these other locations. He does not think it is accurate to say that it is not a precedent.

Mr. Killen stated, if he were in the Mayor's position and he were called upon by the other residents asking that their fence be replaced he would respond that it is not in a state of disrepair. If it were in such a state and the Town needs to replace it then those residents who would like a stockade fence should request that one be installed and if it is within the Town's purview to do so, we will give you that type of fence. That is what this situation calls for now and that is what we are going to do.

Mayor Dickinson stated, we have already installed a chain link fence along a portion of the Academy Street side. We would be replacing that. It is not in disrepair. Just because government owns property it does not mean that government should put up a privacy fence. Yes, we have some responsibility to fence property but for most property owners where it is not government-owned

property, if they don't want to look at something then they have to put up the fence. That is an aesthetic judgement on the property owner's part. Remember that when the C.F. Wooding Company occupied those buildings there was considerable noise generated from that type of business. That property has had far heavier uses in terms of activity and noise than probably was envisioned for the property. We are not bringing any new activity to the property.

Mr. Killen stated, the one issue that you (Mayor) have been steady on throughout the years is price. The wooden fence is the cheaper of the two fences to install. Now you are reversing your stand. It was not incumbent upon the Town to put up the type of wooden fence that we did at Doolittle Park, nor to put in the parking. The Town decided on its own that we had an obligation and we met it. Now we are running away from our obligation. He is glad that he (Mr. Killen) is getting off the Council...we have run away from too many obligations.

Mr. Knight stated, the Town, by allowing the playscape to be built where it was...unbeknownst to the people that built it and those who authorized it..created what then became an intolerable situation. The Town was under an obligation, at that point, to mitigate the situation and we did. This is a different situation in that the Caplan/Wooding property existed long, long before many of the present homeowners chose to buy in that neighborhood, fully aware that there was a construction company located adjacent to their property. The Town bought it and is in the process of taking down the buildings. With regards to the argument that the Town is obligated to put up a chain link fence, when he moved to Wallingford he had a row of hemlock trees twenty feet tall at the edge of his property separating him from his neighbors. He thought they were ugly and he cut them down to open the property up. At no time did he ask his neighbors what kind of fence they wanted him to put up in place of the trees. It was not his obligation. If they were concerned that their privacy was being compromised, it became their responsibility to put up a fence. Governmental bodies have to be extremely sensitive to the people that they are serving and the residents on Academy Street and North Elm Street are among them. There is a larger question that we have to settle ourselves with and that is, what are we obligating ourselves to down the road? With regards to Mr. Krombel's statement that the Council deals with a lot of major issues and this is "small potatoes" compared to them, these are the hardest issues that the Council deals with. We are not simply talking about money we are talking about the way government should operate...the sensitivity between the government and the people and the governed. This is not a small issue for any Councilor at the bench. While the stockade fence may provide more privacy, he is not so sure it provides that much more security. A condominium complex that he lived in had a chain link fence at the perimeter of the property and he was glad of it for they had far better police protection because it was possible for the police who were making their patrols through the

adjoining condo complex to see what was happening in his back yard. Yes, some measure of privacy was given up but what was gained back in the way of security was worth it. It is not an easy decision for him to make, he would like to duck out of it but cannot do that. He would have to yield to the argument that we would be setting ourselves up for problems in the future anytime this Town abuts a private residence. We have to maintain what our responsibilities are and what precedents we have set to date.

Mr. Gouveia stated, if this property were before Planning & Zoning as part of the site plan approval they would request that a privacy fence, a stockade-type fence, would be placed there. Planning & Zoning is an arm of the government and if the government can demand that of a private citizen then why can't government provide the same thing? He believes that the Town should be made to provide the same thing that would be required of a developer, if a developer were to develop the property.

Ms. Papale stated that she has always been sensitive to the people in the Town but she does not believe that the Town's obligation goes as far this time as it has other times. She is not looking at the dollar amount, it is not the Town's responsibility to install a wooden fence.

Mr. Zandri asked Ms. Papale to clarify that it is not the Town's responsibility to put up any fence?

Ms. Papale responded, we have to fence in our part of the property. It is something that the Town has to do but we do not have to put up a stockade fence. If this were happening to her and it was as important to her as it is to the residents of North Elm Street then she would invest in the fence that was to her preference. It is not the Town's responsibility to provide the residents with everything they request of the Town.

Mr. Rys asked, does the Town have to appear before Planning & Zoning to take down those buildings?

Mr. Killen responded, any improvements of any nature calls for an appearance before Planning & Zoning.

Mayor Dickinson responded, the buildings have been condemned. We should be able to simply take them down. It should be made clear that any fence that is installed will be on municipal property.

Mr. Rys asked Mr. McCully, did the Town go out to bid at all for the chain link fence?

Mr. McCully responded, we have used the State's bid prices for fencing. We don't have State bids for cedar fencing.

Mr. Killen stated that he is looking forward to when a situation

arises of such a nature when all the Town can do is to just go ahead and do something. He assured the Mayor that when that happens he will be in the audience to point out the fact that the Mayor did not want to set any kind of precedent.

Mr. Krombel reminded everyone that one of the arguments made for the wooden fence at Doolittle Park is to curtail the noise. The two story buildings on the former Wooding property have acted as a natural buffer of the noise from the Fire and Police Departments for years. That will be taken away and the sound will increase from those sources tremendously. You will be bringing more noise into the yards of the abutting neighbors. We are only asking that you put something back that will limit the transmission of that noise. In terms of security, one of Mr. Krombel's neighbors experienced a theft of personal goods from his yard by someone performing work on the Town's property (not a Town employee) who happened to look through a portion of chain link fence that exists there today. That individual surveyed the contents of the neighbor's yard and when one of the family members left the yard that worker helped himself to the merchandise. That is a case where someone took advantage of the situation for they could see what was available for the taking. The Council and Mayor are responsible for making policy and governing the Town to the best of their ability. You are governing one person at a time, however. You must judge each case on its own merits. For the Council to use a rubber stamp mechanism, its meetings would be over in less than an hour each time they met. You must judge each situation independently and that is what is being requested here.

Mr. Gouveia stated, those Councilors who are in opposition of this issue tonight are hanging their hats on the precedent factor when, at the last meeting, the issue was cost factor. The cost issue was eliminated since the last meeting so now the issue is one of setting precedent. He asked Mr. McCully if a stockade fence has been placed by the Town in any other location other than Doolittle Park?

Mr. McCully responded, to the best of his knowledge, no.

Mr. Gouveia asked, has one been erected on North Airline Road?

Mr. McCully responded, perhaps by the Engineering Department but not by Public Works.

Mr. Gouveia asked, why is there chain link fence erected around Eighty-eight South Main Street? Why not a stockade fence?

Mr. McCully responded, it was never requested perhaps.

Mr. Gouveia asked, wasn't it because the resident abutting the property preferred a chain link fence?

November 28, 1995

Mr. McCully was not sure for he was not the Director of Public Works at the time of the incident.

Mario Tolla, 69 Pond Hill Road asked if Mr. McCully has obtained the necessary permits to take the buildings down?

Mr. McCully answered that the bid specifications call for the successful bidder to obtain all necessary permits as well as approval from the Health Department.

Mr. Winkleman stated, in the long run it will be less expensive to repair or replace a chain link fence.

Mr. Killen suggested that Mr. Winkleman take a look at the chain link fence located behind Town Hall and the condition that it is in. It is severely damaged and an eyesore to the property. It has been vandalized itself. The statement that the chain link fence will prevent vandalism is untrue. The fence has been in this poor state of deterioration for well over a year or two and the Town has not been in any rush to go out and fix it. It is nothing but scare tactics to tell everyone that if we install a wooden fence we will have to replace it in a year or two.

Mrs. Duryea apologized that her issue has taken up over one and one half hour of Town government time for something that she felt was needed. In listening to the Mayor list the number of people who will be knocking down the door at Town Hall to have a stockade fence erected in place of their chain link fence is nothing more than a scare tactic to make everyone think that the Town will be spending thousands and thousands of dollars. Not all the properties listed have homes abutting them. As far as the "cat walks" that the children use to travel through neighborhoods on their way to school, she would prefer to see chain link fences there so that the children can be monitored more easily.

Motion was amended by Mrs. Duryea to Request that the Mayor and Director of Public Works Review the Properties Abutting the Former Wooding Property and Approve the Installation of a Wooden/Stockade Fence to Provide Privacy for their Families, Protect the Value of their Homes and to Limit Liabilities, seconded by Mr. Gouveia.

Mr. Solinsky thanked the residents for appearing this evening, especially Mr. Krombel for gathering signatures for a petition and for supplying pictures on various fences for the Council to view.

Mr. Solinsky stated that he believes the request made by the residents abutting the property is a reasonable one. He will support the motion.

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

ITEM #6b Consider and Approve a Transfer of Funds in the Amount of \$22,537.00 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Maintenance of Building Acct. #001-5015-501-5000 - Public Works Department

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

Mr. Zandri asked if these are the dollars being requested for the installation of the fence?

Mr. McCully responded, yes.

Motion was amended by Mr. Zandri that the Funds Only Be Used for the Installation of a Stockade Fence, seconded by Mr. Gouveia.

Ms. Papale asked, if this does not pass, if there is not a stockade fence then Mr. Zandri is saying that there should be no fence?

Mr. Zandri responded, he would not support the funding unless it was for a stockade fence.

VOTE ON AMENDMENT: Knight, Papale, Rys and Zappala, no; all others, aye; motion duly carried.

Mr. Rys pointed out that the stockade fence will have to be put out to bid.

Mr. Zappala asked how long it will take to go out to bid for this item?

Mr. McCully responded, it will be relatively simple, we can probably do a turn around in a month and one-half.

Mr. Killen asked if Mr. McCully has a blanket bid waiver for chain link fencing?

Mr. McCully responded that he used the State's bid. The Town can go out to bid itself or use State bid lists.

Mr. Killen disagreed. The Charter of the Town of Wallingford clearly states that the Town must go out to bid for all items over \$2,000 unless a bid waiver is requested.

Mr. McCully stated that State bids have been used for years.

Mr. Killen asked, do you know whether or not you are supposed to go out to bid?

Mr. McCully suggested the Mr. Killen contact the Purchasing Agent, Robert Pedersen. The State bids save the Town a great deal of time and money freeing up staff from preparing bids while taking advantage of the low prices offered the State.

VOTE ON ORIGINAL MOTION AS AMENDED: Killen, Papale, Rys and Zappala, no; all others, aye; motion duly carried.

ITEM #7 Remove from the Table to Consider and Approve a Transfer of Funds in the Amount of \$43,250 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Maintenance of Buildings Acct. #001-5015-501-5100 - Public Works

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

MOTION TO REMOVE FROM THE TABLE: Killen, no; all others, aye; motion duly carried.

Mr. Solinsky asked, once the buildings are demolished how long will it take to have a fence installed?

Mr. McCully responded, it is his opinion that the first thing that should be done is to remove the buildings. Public Works could then install a temporary snow fence until they can get what ever type of fence is going there in place. There is some fencing present than can be left there and with the addition of some snow fence that should be sufficient.

Mayor Dickinson stated, we should not proceed with the buildings until we are able to deal with what the fence will be. We don't have bid prices yet and who knows what those will come in at.

Mr. McCully responded, we can hold off and keep the buildings secure. When he approached the Council three weeks ago his intent was....he had no idea that a fence was even going to be put up.

Mr. Knight asked, how long will it take to tear the buildings down and cart it all away?

Mr. McCully responded, once they get in there, not much more than one week.

Mr. Knight asked, did the contractor tell you that?

Mr. McCully did not expect it to take much longer than that with the equipment that they use.

Mr. Knight wanted to see the demolition completed as soon as possible.

Mr. Killen agreed.

Mayor Dickinson stated, we can tear the buildings down but it does not necessarily settle the fence issue. If people are concerned about it then we should wait until we actually have the matter settled because he doubted that this issue is over.

Motion was made by Mr. Zappala to Table This Item Until It is Decided What Type of Fence will be Installed.

It was pointed out that the Council already voted on what type of fence was to be installed, therefore Mr. Zappala revised his motion.

Motion was made by Mr. Zappala to Table the Item, seconded by Mrs. Duryea.

VOTE: Duryea, Zappala and Solinsky, aye; all others, no; motion failed.

VOTE ON ORIGINAL MOTION TO APPROVE THE TRANSFER: Duryea and Killen, no; all others, aye; motion duly carried.

ITEM #9 Consider and Approve the Acceptance of a Quit Claim Deed from Fulton Forbes, Inc. to the Town of Wallingford - Town Attorney

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

Attorney Small explained that the deed reduces the area of an easement previously reserved by Fulton Forbes, Inc. The earlier reservation was made in the deed conveying Fulton Forbes' interest in Pent Highway to the Town when Pent Highway was straightened and repaved. The reason for the new deed is due to the fact that when the surveyors for Fulton Forbes, Inc., Barakos-Landino, Inc., laid out the corner of Pent Highway at its intersection with Route 5, the design and work encroached on the area of the original easement.

At the time that Pent Highway was a private road and there were discussions with regards to turning the road over to the Town, the property on the corner of Pent Highway and Route 5, where a restaurant is currently located, retained an easement over an area where a sidewalk and shrubbery exists. The problem is that the property owner's surveyor drew the line for the easement incorrectly and part of the actual easement was paved over as part of the road. In order to straighten out the legal status of the easement the owner wants to quit claim what in effect he has already given to the Town for purposes of the road. She provided a map to the Council to review the easement in question.

VOTE: All ayes; motion duly carried.

ITEM #10a Consider and Approve an Easement Agreement Between the Town of Wallingford and Karen Brown Regarding the Durham Road Pump Station - Water & Sewer Division

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

Ms. Papale asked if items #10a-10g can be approved with one motion?

Mr. Solinsky stated, if it is the desire of the Council to do so then it can be done.

David Gessert, Public Utilities Commissioner spoke on behalf of Roger Dann, General Manager of the Water & Sewer Division who was experiencing a case of laryngitis. He explained that these are the easements that have been discussed with the Council in the past. One, in particular, included a major portion of a person's property that had to be crossed by the Town. Per Council's direction a successful negotiation was achieved within the guidelines of all involved. The Town Attorney's Office has reviewed the matter and all parties are in agreement.

Mr. Solinsky asked, when installing laterals to some of the homes, is the grinder pump going to be taken out to go to gravity flow? Once that is converted, the inside and the outside, who's liability is that?

Mr. Dann responded, it will then be the property owner's responsibility to maintain. It is a one-time conversion.

Mr. Solinsky asked, is that understood by all parties?

Mr. Dann believed that to be true. He wanted it noted for the record that the Smith property includes both an easement agreement and a utility easement similar to the Mathers property. Relative to Item #10g there were two comments that were received subsequent to the time the agenda packets were forwarded to the Council and modifications were made to that letter agreement and Mr. Dann handed out revised copies to all present.

It is noted that Item #10e is an easement agreement and a utility easement and Item #10g is a revised agreement.

Motion was amended by Ms. Papale to Approve all Easements and Agreements with One Vote and that Item #10e is to Include a Utility Easement and Agreement and Item #10g is to Include a Revised Agreement and to Append Copies of All of the Items to the Minutes, seconded by Mr. Rys.

Mr. Gouveia asked if all the agreements have been signed by the respective parties?

Mr. Dann responded, since the time that the Council has received their packets with the signed agreements we have received one more. In the case of the other three we have verbal agreements with all of them. We have not yet received some of them back in the signed form...one of them because of the two changes that he referred to, one has been contacted and indicated that they are in agreement, they have sent it back and for what ever the reason we did not

receive it and we had to re-mail. In the sixth case we have been unable yet to make contact with the individual to determine where the agreement is but based on previous verbal agreements we have no reason to believe that it will not come back signed as well.

Mr. Gouveia asked, if by some chance any one of these letters that have not been signed comes back with additional requests, will you bring it back to the Council?

Mr. Dann responded, yes.

VOTE ON AMENDED MOTION: All ayes; motion duly carried.

ITEM #11 Note for the Record Merit Increases Approved by the Merit Review Committee

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

VOTE: All ayes; motion duly carried.

ITEM #12 Note for the Record Financial Reports of the Visiting Nurse Association, Wallingford Public Library and Senior Citizen Center

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

VOTE: All ayes; motion duly carried.

ITEM #13 Consider and Approve Tax Refunds (#149-162) Totalling \$1,112.07 - Tax Collector

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

VOTE: All ayes; motion duly carried.

ITEM #14 SET A PUBLIC HEARING for December 12, 1995 at 7:45 P.M. on An Ordinance Amending Ordinance #11 Relating to the Hours of Closing of Certain Liquor Vendors

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

VOTE: All ayes; motion duly carried.

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

VOTE: All ayes; motion duly carried.

There being no further business the meeting adjourned at 10:26 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

12-12-95
Date

Kathryn J. Wall
Kathryn J. Wall, Town Clerk

DEC 13 1995
Date



COPY

Town of Wallingford, Connecticut

JANIS M. SMALL Appendix I
ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL
CORPORATION COUNSEL
ADAM MANTZARIS
DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2140
FAX (203) 294-2073

October 24, 1995

Ms. Karen K. Brown
1189 Durham Road
Wallingford, CT 06492

RE: Durham Road Pump Station

Dear Ms. Brown:

In addition to the formal documents to be signed for recording upon the Land Records, the Town wishes to memorialize, both for your benefit and the Town's, the additional agreements between you and the Town. These agreements are as follows:

1. The Town will pave a new "common" driveway in exactly the same position as the prior driveway - same length, approximately fifteen (15) feet in width. From a review of the Land Records, we are unsure of whether you actually have a deed right to this driveway. The Town cannot give you any greater rights to this common driveway than you already possess.

2. The Town will not be responsible to maintain or keep in good repair the common driveway. The only exception would be if in fact the Town is forced to excavate and then, of course, the Town will repair the paved portion to its prior condition as nearly as is possible.

I trust that I have included all of the points of agreement. If I have, I ask you to both sign the extra copy of this letter enclosed and for you to return it in the enclosed envelope to my office. If either you or your attorney have any questions, please do not hesitate to call. The Town thanks you for your cooperation.

Sincerely,

Gerald E. Farrell, Sr.
Gerald E. Farrell, Sr.
Assistant Town Attorney

GEF/bjc

Enclosures

cc Roger M. Dann, General Manager, Water and Sewer Divisions

AGREED:

Karen K. Brown
KAREN K. BROWN

OCT 31 9

COPY

AGREEMENT AS TO EASEMENT

WHEREAS, KAREN K. BROWN A/K/A KAREN K. ESPOSITO, of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter "Brown") is the owner of a certain piece or parcel of land located in said Town of Wallingford and more particularly bounded and described on Schedule A, attached hereto;

AND WHEREAS, the piece or parcel of land described in Schedule A may be benefited by an easement for utilities which is partly or fully encompassed within land over which the Town of Wallingford has acquired a utility easement and which easement is more fully described in Schedule B attached hereto;

Further, that the Town of Wallingford (hereinafter "the Town") has obtained an easement over the same area as described in Schedule B from the owners of the fees of the properties subject to the said easement, and therefore will share said easement area with Brown and others;

And further, that both the Town and Brown wish to enter into a written agreement, suitable for recording, memorializing their agreement and specifying the respective duties and obligations of the parties;

Now, therefore, it is agreed between the Town and Brown, acting for herself, her successors, heirs and assigns forever, as follows:

1. Both the Town and Brown will, as best each is able, make such use of the easement area they share in a manner so as to

lessen impact on the other's easement use, as nearly as is reasonably possible.

2. Brown understands and agrees that the use of the easement area by the Town for its purpose of constructing, installing, repairing and maintaining sanitary sewer pipes and mains will cause some inconvenience and interference with the easement use by said Brown, particularly during the initial construction period and during any emergency repairs to the pipes and mains.

3. The Town will give reasonable advance notice to Brown of its construction schedule and any planned maintenance within the shared easement area.

4. Brown will give reasonable advance notice to the Town of any and all excavation on her behalf or by herself within the shared easement area.

5. Brown consents to the granting of the Town's easement rights by the owners in fee of the easement area and acknowledges for herself, her heirs and assigns, that said owners in fee had authority to grant to the Town an easement through such area for construction, installation, maintenance and repair of sanitary sewer pipes and mains.

6. Brown will indemnify and hold the Town harmless from any and all claims caused by damage to the Town's pipes within the easement area and/or any interference with its said easement rights caused by Brown, her agents, servants and employees.

7. Brown, for herself, her heirs and assigns, stipulates and

agrees that her easement rights within the shared easement area are subordinate to the easement rights of the Town, and consent to the Town seeking and obtaining from a court of law an injunction restraining and prohibiting any interference with the Town's easement rights by Brown, her agents, servants or employees and/or their heirs and assigns forever.

8. This agreement is permanent and shall run with the land and it shall be binding upon and inure to the benefit of the heirs, assigns, and successors of the parties to this agreement.

DATED at Wallingford, Connecticut, this _____ day of November, 1995.

Signed and sealed in the presence of:

KAREN K. BROWN

THE TOWN OF WALLINGFORD

BY: _____

SCHEDULE A

all that certain place or parcel of land with the buildings and improvements thereon situated in the Town of Wallingford, County of New Haven and State of Connecticut being shown as Lot No. 7 on a map entitled "Subdivision Plan Property of Allied Investors, Inc. Durham Road & Williams Road Wallingford Connecticut Cardinal Engineering Associates Inc. Scale 1" = 100' Date Apr. 15, 1977" certified substantially correct by Sergio DeCarli Connecticut Registered Professional Engineer on file in the office of the Town Clerk of Wallingford reference to which may be had.

Said Lot No. 7 is further bounded and described as follows:

- NORTH: by Durham Road as shown on said map 151.43 feet;
- EAST: by Lot No. 9 as shown on said map 250.79 feet;
- SOUTH: by Lot No. 8 as shown on said map 150.00 feet;
- WEST: by land now or formerly of Baker as shown on said map 260.00 feet.

Together with a permanent easement in common with others over a portion of Lot No. 9 being 25.24 feet in width and running southerly from Durham Road a distance of 200.79 feet and over a portion of Lot No. 10 being 25.25 feet in width and running southerly from Durham Road a distance of 207.77 feet for the purpose of installing, maintaining, repairing or replacing utilities under, upon and over said easement, but for no other purpose.

SCHEDULE B

A certain piece or parcel of land shown on a map entitled "Map of Proposed Utility Easement to Be Acquired Over the Properties of Kurt H. and Lynn K. Mather - #1193 Durham Road, and Jeffrey and Ellen W. Smith - #1199 Durham Road, Wallingford, Connecticut".



Town of Wallingford, Connecticut

ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL
CORPORATION COUNSEL
ADAM MANTZARIS
DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
43 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2140
FAX (203) 294-2073

October 24, 1995

Mr. and Mrs. Kurt H. Mather
1193 Durham Road
Wallingford, CT 06492

RE: Durham Road Pump Station

Dear Mr. and Mrs. Mather:

In addition to the formal documents to be signed for recording upon the Land Records, the Town wishes to memorialize, both for your benefit and the Town's, the additional agreements between you and the Town. These agreements are as follows:

1. The Town will pay to you the sum of \$20,000.00. This is a one time payment.
2. The Town will pave a new "common" driveway for you and your neighbors in exactly the same position as the prior driveway - same length, approximately fifteen (15) feet in width.
3. The Town will also pave from what is the common driveway for you and the other property owners an additional driveway from this "common" driveway to your garage in the same width and position as the existing driveway.
4. The Town will not be responsible to maintain or keep in good repair either the common or the separate driveway to your own garage. The only exception would be if in fact the Town is forced to excavate and then, of course, the Town will repair the paved portion to its prior condition as nearly as is possible.
5. The Town will replace up to eight (8) trees for you, these being from common normal nursery stock. The actual number of trees to be replaced will be determined based on actual construction impacts.
6. The Town will convert your grinder pump sewer lateral to a normal gravity sewer. The Town will do this work outside of your home either by itself or it will contract with a third party. The plumbing work, including parts, inside of your home will be paid for by the Town, the plumber to be selected by you after approval by the Town of his price quote, which must be reasonable.

See Addendum A.

NOV-14-1995 15:55

294 20

Mr. and Mrs. Kurt H. Mather
October 24, 1995
Page Two

7. The Town will hold you harmless and indemnify you against any and all claims which are the result of the construction and/or presence of the Town's utility pipes.

8. If the Town's construction and/or the presence of the Town's utility pipes can be shown to have caused your well to have been effected so that either the water supply or potability of that supply is no longer suitable, the Town, at it's expense, will cause a new well to be installed which must have suitable potability and adequate supply.

9. The Town will attempt to do all of its on-site work on your property within a two-month period from start to finish, as same as is nearly possible, it being excused by factors or circumstances beyond its control. The exception to this is the restoration and paving work which must be done on a seasonal dependent basis or after proper settlement of the pipe trench.

I trust that I have included all of the points of agreement. If I have, I ask you to both sign the extra copy of this letter enclosed and for you to return it in the enclosed envelope to my office. If either you or your attorney have any questions, please do not hesitate to call. The Town thanks you for your cooperation.

Sincerely,

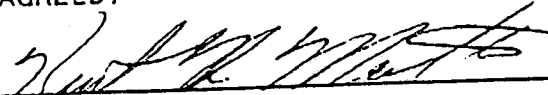

Gerald E. Farrell, Sr.
Assistant Town Attorney

GEF/bjc

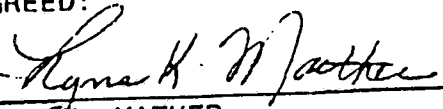
Enclosures

cc Roger M. Dann, General Manager, Water and Sewer Divisions

AGREED:


KURT H. MATHER

AGREED:


LYNN K. MATHER

A.

Addendum to letter From Town of Wafd
Dated 10/24/95.

#2 - Driveway to be paved as to Industry
specification (min. 4 inch black top with
suitable base)

#3 Same as #2

#9 not to exceed 1 year after completion
of project

NOV 14 95

COPY

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That KURT H. MATHER and

LYNN K. MATHER

of the Town of Wallingford

County of New Haven

State of Connecticut

(hereinafter referred to as "Grantor") for the consideration of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation created by the General Assembly of the State of Connecticut, and located in the County of New Haven and State of Connecticut (hereinafter referred to as "Grantee") does hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a

30 -foot wide utility easement located at Durham

Road

in the Town of Wallingford, County of New Haven and State of

Connecticut, as shown on a map entitled "Map of Proposed Utility Easement to be Acquired Over the Properties of Kurt H. and Lynn K. Mather - #1193 Durham Road, and Jeffrey and Ellen W. Smith-#1199 Durham Road, Wallingford, CT" which map is on file in the Wallingford Land Records, said easement being more particularly described on "Schedule A" attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing the utility pipe(s) underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes.

The said Grantee agrees, for itself and its successors and assigns, to restore the land within said easement to as nearly its present condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing said utility pipe(s).

The said Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipe(s).

The said Grantor herein agrees not to make any changes in grade in said easement greater than twelve (12") inches up or down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the said utility pipe(s).

The said Grantor agrees that within the limits of said easement, the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said pipes and appurtenances.

TO HAVE AND TO HOLD, the above granted rights, privileges and authority unto the said Grantee, its successors and assigns forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set his/their hand and seal this ___ day of November 1995.

Signed, sealed and delivered
in the presence of:

KURT H. MATHER

LYNN K. MATHER

STATE OF CONNECTICUT)
) SS:
- COUNTY OF)

Personally appeared Kurt H. Mather and Lynn K. Mather

Signer(s) and sealer(s) of the foregoing instrument and who acknowledged the same to be ~~his~~/their free act and deed before me this ___ day of November, 1995.

Commissioner of the Superior
Court/Notary Public

SCHEDULE A

A certain piece or parcel of land shown on a map entitled "Map of Proposed Utility Easement to Be Acquired Over the Properties of Kurt H. and Lynn K. Mather - #1193 Durham Road, and Jeffrey and Ellen W. Smith - #1199 Durham Road, Wallingford, Connecticut".

COPY

AGREEMENT AS TO EASEMENT

WHEREAS, KURT H. MATHER and LYNN K. MATHER, both of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter "Mathers") are the owners of a certain piece or parcel of land located in said Town of Wallingford and more particularly bounded and described on Schedule A, attached hereto;

AND WHEREAS, the piece or parcel of land described in Schedule A is both benefited by and subject to an easement for ingress, egress and utilities which is partly or fully encompassed within land over which the Town of Wallingford has acquired a utility easement and which easement area is more fully described in Schedule B attached hereto;

Further, that the Town of Wallingford (hereinafter "the Town") has obtained an easement over the same area as described in Schedule B from the owners of the fees of the properties subject to the said easement, and therefore will share said easement area with the Mathers and others;

And further, that both the Town and Mathers wish to enter into a written agreement, suitable for recording, memorializing their agreement and specifying the respective duties and obligations of the parties;

Now, therefore, it is agreed between the Town and Mathers, acting for themselves, their successors, heirs and assigns forever, as follows:

1. Both the Town and Mathers will, as best each is able, make such use of the easement area they share in a manner so as to lessen impact on the other's easement use, as nearly as is reasonably possible.

2. Mathers understands and agrees that the use of the shared easement area by the Town for its purpose of constructing, installing, repairing and maintaining sanitary sewer pipes and mains will cause some inconvenience and interference with the easement use by said Mathers, particularly during the initial construction period and during any emergency repairs to the pipes and mains.

3. The Town will give reasonable advance notice to the Mathers of its construction schedule and any planned maintenance within the shared easement area.

4. The Mathers will give reasonable advance notice to the Town of any and all excavation on their behalf or by themselves within the shared easement area.

5. The Mathers consent to the granting of the Town's easement rights by the owners in fee of the easement area and acknowledge for themselves, their heirs and assigns, that said owners in fee had authority to grant to the Town an easement through such area for construction, installation, maintenance and repair of sanitary sewer pipes and mains.

6. The Mathers will indemnify and hold the Town harmless from

any and all claims caused by damage to the Town's pipes within the easement area and/or any interference with its said easement rights caused by the Mathers, their agents, servants and employees.

7. The Mathers for themselves, their heirs and assigns, stipulate and agree that their easement rights within the shared easement area are subordinate to the easement rights of the Town, and consent to the Town seeking and obtaining from a court of law an injunction restraining and prohibiting any interference with the Town's easement rights by the Mathers, their agents, servants or employees and/or their heirs and assigns forever.

8. This agreement is permanent and shall run with the land and it shall be binding upon and inure to the benefit of the heirs assigns, and successors of the parties to this agreement.

DATED at Wallingford, Connecticut, this _____ day of November, 1995.

Signed and sealed in the presence of:

KURT H. MATHER

LYNN K. MATHER

THE TOWN OF WALLINGFORD

BY: _____

SCHEDULE A

all that certain piece or parcel of land, together with all improvements thereon situated in the Town of Wallingford, County of New Haven, and State of Connecticut, shown on a certain map as Lot #9 on file in the Office of the Town Clerk of Wallingford entitled, "Subdivision Plan Property of Allied Investors, Inc. Durham Road & Williams Road Wallingford Connecticut", prepared by Cardinal Engineering Associates Inc. Consulting Engineers 99 Colony St. Meriden, Conn. dated April 15, 1977. Said Lot #9 is bounded, as shown on said map, as follows:

- NORTHERLY: by Durham Road, 25.24 feet,
- EASTERLY: by Lot No. 10, as shown on said map, 930.42 feet;
- SOUTHERLY: by land now or formerly of Thomas J. Wall, Jr., as shown on said map, 420.20 feet;
- WESTERLY: by land now or formerly of said Wall and by Lot #4, as shown on said map, each in part, in all 238.71 feet;
- NORTHERLY,
again: by land now or formerly of Baker, as shown on said map, 100.33 feet;
- WESTERLY,
again: by land now or formerly of Baker, as shown on said map, 167.51 feet;
- NORTHERLY
again, by Lot #8, as shown on said map, 150.00 feet;
- WESTERLY,
again: by Lots #8 and 7, as shown on said map, 547.79 feet.

Together with a permanent easement and right-of-way in, over and upon that portion of Lot #10 shown as a 25.72 foot strip to Durham Road, as shown on said map for any and all purposes, in common with others.

SCHEDULE B

A certain piece or parcel of land shown on a map entitled "Map of Proposed Utility Easement to Be Acquired Over the Properties of Kurt H. and Lynn K. Mather - #1193 Durham Road, and Jeffrey and Ellen W. Smith - #1199 Durham Road, Wallingford, Connecticut".



COPY

Town of Wallingford, Connecticut

TOWN ATTORNEY
JANIS M. SMALL
ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL
CORPORATION COUNSEL
ADAM MANTZARIS
DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2140
FAX (203) 294-2073

October 24, 1995

Mr. Gregory Seledyn
Ms. Karen J. Thibodeau
1191 Durham Road
Wallingford, CT 06492

RE: Durham Road Pump Station

Dear Mr. Seledyn and Ms. Thibodeau:

In addition to the formal documents to be signed for recording upon the Land Records, the Town wishes to memorialize, both for your benefit and the Town's, the additional agreements between you and the Town. These agreements are as follows:

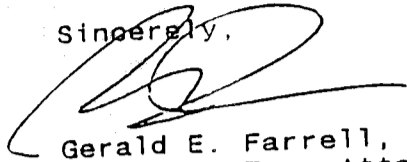
1. The Town will pave a new "common" driveway for you and your neighbors in exactly the same position as the prior driveway - same length, approximately fifteen (15) feet in width.
2. The Town will convert your grinder pump sewer lateral to a normal gravity sewer. The Town will do the work outside of your home either by itself or it will contract with a third party. The plumbing work, including parts, inside of your home will be paid for by the Town, the plumber to be selected by you after approval by the Town of his price quote, which must be reasonable.
3. The Town will not be responsible to maintain or keep in good repair the common driveway. The only exception would be if in fact the Town is forced to excavate and then, of course, the Town will repair the paved portion to its prior condition as nearly as is possible.

I trust that I have included all of the points of agreement. If I have, I ask you to both sign the extra copy of this letter enclosed and for you to return it in the enclosed envelope to my office. If either you or your attorney have any questions, please do not

Mr. Gregory Seledyn
Ms. Karen J. Thibodeau
October 24, 1995
Page Two

hesitate to call. The Town thanks you for your cooperation.

Sincerely,



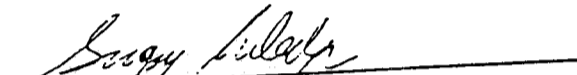
Gerald E. Farrell, Sr.
Assistant Town Attorney

GEF/bjc

Enclosures

cc Roger M. Dann, General Manager, Water and Sewer Divisions

AGREED:


GREGORY SELEDYN

AGREED:


KAREN J. THIBODEAU

COPY

AGREEMENT AS TO EASEMENT

WHEREAS, GREGORY SELEDYN and KAREN J. THIBODEAU, both of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter "Seledyns") are the owners of a certain piece or parcel of land located in said Town of Wallingford and more particularly bounded and described on Schedule A, attached hereto;

AND WHEREAS, the piece or parcel of land described in Schedule A is benefited by an easement for ingress, egress and utilities which is partly or fully encompassed within land over which the Town of Wallingford has acquired a utility easement and which easement area is more fully described in Schedule B attached hereto;

Further, that the Town of Wallingford (hereinafter "the Town") has obtained an easement over the same area as described in Schedule B from the owners of the fees of the properties subject to the said easement, and therefore will share said easement area with the Seledyns and others;

- And further, that both the Town and Seledyns wish to enter into a written agreement, suitable for recording, memorializing their agreement and specifying the respective duties and obligations of the parties;

Now, therefore, it is agreed between the Town and Seledyns, acting for themselves, their successors, heirs and assigns forever, as follows:

1. Both the Town and Seledyns will, as best each is able,

make such use of the easement area they share in a manner so as to lessen impact on the other's easement use, as nearly as is reasonably possible.

2. Seledyns understands and agrees that the use of the shared easement area by the Town for its purpose of constructing, installing, repairing and maintaining sanitary sewer pipes and mains will cause some inconvenience and interference with the easement use by said Seledyns, particularly during the initial construction period and during any emergency repairs to the pipes and mains.

3. The Town will give reasonable advance notice to the Seledyns of its construction schedule and any planned maintenance within the shared easement area.

4. The Seledyns will give reasonable advance notice to the Town of any and all excavation on their behalf or by themselves within the shared easement area.

5. The Seledyns consent to the granting of the Town's easement rights by the owners in fee of the easement area and acknowledge for themselves, their heirs and assigns, that said owners in fee had authority to grant to the Town an easement through such area for construction, installation, maintenance and repair of sanitary sewer pipes and mains.

6. The Seledyns will indemnify and hold the Town harmless from any and all claims caused by damage to the Town's pipes within the easement area and/or any interference with its said easement

rights caused by the Seledyns, their agents, servants and employees.

7. The Seledyns for themselves, their heirs and assigns, stipulate and agree that their easement rights within the shared easements area are subordinate to the easement rights of the Town, and consent to the Town seeking and obtaining from a court of law an injunction restraining and prohibiting any interference with the Town's easement rights by the Seledyns, their agents, servants or employees, and/or their heirs and assigns forever.

8. This agreement is permanent and shall run with the land and it shall be binding upon and inure to the benefit of the heirs assigns, and successors of the parties to this agreement.

DATED at Wallingford, Connecticut, this _____ day of November, 1995.

Signed and sealed in the presence of:

GREGORY SELEDYN

KAREN J. THIBODEAU

THE TOWN OF WALLINGFORD

BY: _____

SCHEDULE A

Said Lot No. 8 is further bounded and described as follows:

NORTH: by Lot No. 7 as shown on said map 150.00 feet;
EAST: by a portion of Lot No. 9 as shown on said map 267.00 feet;
SOUTH: by a portion of Lot No. 9 as shown on said map 150.00 feet;
WEST: by land now or formerly of Baker as shown on said map 267.00 feet.

Together with a permanent easement in common with others over a portion of Lot No. 9 being 25.24 feet in width and running Southerly from Durham Road a distance of 556.79 feet and over a portion of Lot No. 10 being 25.72 feet in width and running Southerly from Durham Road a distance of 554.77 feet for the purpose of ingress, egress, grading and for the purpose of installing, maintaining, repairing or replacing utilities under, upon and over said easement.

SCHEDULE B

A certain piece or parcel of land shown on a map entitled "Map of Proposed 30-Foot Wide Utility Easement to Be Acquired Over the Properties of Kurt H. and Lynn K. Mather - #1193 Durham Road, and Jeffrey and Ellen W. Smith - #1199 Durham Road, Wallingford, Connecticut".



Town of Wallingford, Connecticut

JANIS M. SMALL
ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL
CORPORATION COUNSEL
ADAM MANTZARIS
DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2140
FAX (203) 294-2073

COPY

October 24, 1995

Mr. and Mrs. Jeffrey Smith
1199 Durham Road
Wallingford, CT 06492

RE: Durham Road Pump Station

Dear Mr. and Mrs. Smith:

In addition to the formal documents to be signed for recording upon the Land Records, the Town wishes to memorialize, both for your benefit and the Town's, the additional agreements between you and the Town. These agreements are as follows:

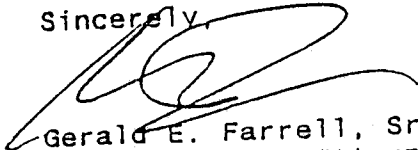
1. The Town will pave a new "common" driveway for you and your neighbors in exactly the same position as the prior driveway - same length, approximately fifteen (15) feet in width.
2. The Town will pave from what is the common driveway for you and the other property owners an additional driveway from this "common" driveway to your house in the same position and width as the existing driveway.
3. The Town will convert your grinder pump sewer lateral to a normal gravity sewer. The Town will do this work outside of your home either by itself or it will contract with a third party. The plumbing work, including parts, inside of your home will be paid for by the Town, the plumber to be selected by you after approval by the Town of his price quote, which must be reasonable.
4. The Town will not be responsible to maintain or keep in good repair either the common or the separate driveway to your house. The only exception would be if in fact the Town is forced to excavate and then, of course, the Town will repair the paved portion to its prior condition as nearly as is possible.

I trust that I have included all of the points of agreement. If I have, I ask you to both sign the extra copy of this letter enclosed

Mr. and Mrs. Jeffrey Smith
October 24, 1995
Page Two

and for you to return it in the enclosed envelope to my office. If either you or your attorney have any questions, please do not hesitate to call. The Town thanks you for your cooperation.

Sincerely,



Gerald E. Farrell, Sr.
Assistant Town Attorney

GEF/bjc

Enclosures

cc Roger M. Dann, General Manager, Water and Sewer Divisions

AGREED:

AGREED:

JEFFREY SMITH

ELLEN W. SMITH

COPY

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That JEFFREY SMITH and

ELLEN W. SMITH

of the Town of Wallingford

County of New Haven

State of Connecticut

(hereinafter referred to as "Grantor") for the consideration of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation created by the General Assembly of the State of Connecticut, and located in the County of New Haven and State of Connecticut (hereinafter referred to as "Grantee") does hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a

30 -foot wide utility easement located at Durham Road

in the Town of Wallingford, County of New Haven and State of

Connecticut, as shown on a map entitled "Map of Proposed Utility Easement to be Acquired Over the Properties of Kurt H. and Lynn K. Mather - #1193 Durham Road, and Jeffrey and Ellen W. Smith-#1199 Durham Road, Wallingford, CT" which map is on file in the Wallingford Land Records, said easement being more particularly described on "Schedule A" attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing the utility pipe(s) underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes.

The said Grantee agrees, for itself and its successors and assigns, to restore the land within said easement to as nearly its present condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing said utility pipe(s).

The said Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipe(s).

The said Grantor herein agrees not to make any changes in grade in said easement greater than twelve (12") inches up or down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the said utility pipe(s).

The said Grantor agrees that within the limits of said easement, the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said pipes and appurtenances.

TO HAVE AND TO HOLD, the above granted rights, privileges and authority unto the said Grantee, its successors and assigns forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set his/their hand and seal this ____ day of November 1995.

Signed, sealed and delivered in the presence of:

JEFFREY SMITH

ELLEN W. SMITH

STATE OF CONNECTICUT)
) SS:
COUNTY OF)

Personally appeared _____

Jeffrey Smith and Ellen W. Smith
Signer(s) and sealer(s) of the foregoing instrument and who
acknowledged the same to be ~~his~~ their free act and deed before
me this ____ day of November, 1995.

Commissioner of the Superior
Court/Notary Public

SCHEDULE A

A certain piece or parcel of land shown on a map entitled "Map of Proposed Utility Easement to Be Acquired Over the Properties of Kurt H. and Lynn K. Mather - #1193 Durham Road, and Jeffrey and Ellen W. Smith - #1199 Durham Road, Wallingford, Connecticut".

COPY

AGREEMENT AS TO EASEMENT

WHEREAS, JEFFREY SMITH and ELLEN W. SMITH, both of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter "Smiths") are the owners of a certain piece or parcel of land located in said Town of Wallingford and more particularly bounded and described on Schedule A, attached hereto;

AND WHEREAS, the piece or parcel of land described in Schedule A is both benefited by and subject to an easement for ingress, egress and utilities which is partly or fully encompassed within land over which the Town of Wallingford has acquired a utility easement and which easement area is more fully described in Schedule B attached hereto;

Further, that the Town of Wallingford (hereinafter "the Town") has obtained an easement over the same area as described in Schedule B from the owners of the fees of the properties subject to the said easement, and therefore will share said easement area with the Smiths and others;

And further, that both the Town and Smiths wish to enter into a written agreement, suitable for recording, memorializing their agreement and specifying the respective duties and obligations of the parties;

Now, therefore, it is agreed between the Town and Smiths, acting for themselves, their successors, heirs and assigns forever, as follows:

1. Both the Town and Smiths will, as best each is able, make such use of the easement area they share in a manner so as to lessen impact on the other's easement use, as nearly as is reasonably possible.

2. Smiths understand and agree that the use of the shared easement area by the Town for its purpose of constructing, installing, repairing and maintaining sanitary sewer pipes and mains will cause some inconvenience and interference with the easement use by said Smiths, particularly during the initial construction period and during any emergency repairs to the pipes and mains.

3. The Town will give reasonable advance notice to the Smiths of its construction schedule and any planned maintenance within the shared easement area.

4. The Smiths will give reasonable advance notice to the Town of any and all excavation on their behalf or by themselves within the shared easement area.

5. The Smiths consent to the granting of the Town's easement rights by the owners in fee of the easement area and acknowledge for themselves, their heirs and assigns, that said owners in fee had authority to grant to the Town an easement through such area for construction, installation, maintenance and repair of sanitary sewer pipes and mains.

6. The Smiths will indemnify and hold the Town harmless from

any and all claims caused by damage to the Town's pipes within the easement area and/or any interference with its said easement rights caused by the Smiths, their agents, servants and employees.

7. The Smiths for themselves, their heirs and assigns, stipulate and agree that their easement rights within the shared easement area are subordinate to the easement rights of the Town, and consent to the Town seeking and obtaining from a court of law an injunction restraining and prohibiting any interference with the Town's easement rights by the Smiths, their agents, servants or employees, and/or their heirs and assigns forever.

8. This agreement is permanent and shall run with the land and it shall be binding upon and inure to the benefit of the heirs assigns, and successors of the parties to this agreement.

DATED at Wallingford, Connecticut, this _____ day of November, 1995.

Signed and sealed in the presence of:

JEFFREY SMITH

ELLEN W. SMITH

THE TOWN OF WALLINGFORD

BY: _____

SCHEDULE A

ALL THAT certain piece or parcel of land with the buildings and improvements thereon situated in the Town of Wallingford, County of New Haven and State of Connecticut being shown as Lot No. 10 on a map entitled "Subdivision Plan Property of Allied Investors, Inc. Durham Road & Williams Road Wallingford Connecticut Cardinal Engineering Associates Inc. Scale 1" = 100' Date Apr. 15, 1977" certified substantially correct by Sergio DeCarli Connecticut Registered Professional Engineer on file in the office of the Town Clerk of Wallingford reference to which may be had.

Said Lot No. 10 is further bounded and described as follows:

NORTHERLY:	by Durham Road as shown on said map 25.25 feet;
WESTERLY:	by Lot No. 9 as shown on said map 930.42 feet;
SOUTHERLY:	by land now or formerly of Thomas J. Wall, Jr. as shown on said map 179.56 feet;
EASTERLY:	by land delineated "Other Land of Dominic Galati, Builder" (now land of Louis Taft III Building Corporation) as shown on said map 339.25 feet;
NORTHERLY AGAIN:	by Lot No. 11 as shown on said map 150.00 feet;
EASTERLY AGAIN:	by Lot No. 11 in part and in part by Lot No. 12 as shown on said map 554.77 feet.

All lines and dimensions are to conform in every respect as delineated on said map.

Together with a permanent easement in common with others over a portion of Lot No. 9 being 25.24 feet in width and running southerly from Durham Road a distance of 547.79 feet for the purpose of ingress, egress, grading and for the purpose of installing, maintaining, repairing or replacing utilities under, upon and over said easement.

SCHEDULE B

A certain piece or parcel of land shown on a map entitled "Map of Proposed Utility Easement to Be Acquired Over the Properties of Kurt H. and Lynn K. Mather - #1193 Durham Road, and Jeffrey and Ellen W. Smith - #1199 Durham Road, Wallingford, Connecticut".



COPY

Town of Wallingford, Connecticut

JANIS M. SMALL
ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL
CORPORATION COUNSEL
ADAM MANTZARIS
DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2140
FAX (203) 294-2073

October 24, 1995

Mr. and Mrs. James Viarengo
1195 Durham Road
Wallingford, CT 06492

RE: Durham Road Pump Station

Dear Mr. and Mrs. Viarengo:

In addition to the formal documents to be signed for recording upon the Land Records, the Town wishes to memorialize, both for your benefit and the Town's, the additional agreements between you and the Town. These agreements are as follows:

1. The Town will pave a new "common" driveway in exactly the same position as the prior driveway - same length, approximately fifteen (15) feet in width. From a review of the Land Records, we are unsure of whether you actually have a deed right to this driveway. The Town cannot give you any greater rights to this common driveway than you already possess.

2. The Town will not be responsible to maintain or keep in good repair the common driveway. The only exception would be if in fact the Town is forced to excavate and then, of course, the Town will repair the paved portion to its prior condition as nearly as is possible.

I trust that I have included all of the points of agreement. If I have, I ask you to both sign the extra copy of this letter enclosed and for you to return it in the enclosed envelope to my office. If either you or your attorney have any questions, please do not hesitate to call. The Town thanks you for your cooperation.

Sincerely,

Gerald E. Farrell, Sr. bjc.
Gerald E. Farrell, Sr.
Assistant Town Attorney

GEF/bjc

Enclosures

cc Roger M. Dann, General Manager, Water and Sewer Divisions

AGREED:

AGREED:

JAMES VIARENGO

PATRICIA VIARENGO

COPY

AGREEMENT AS TO EASEMENT

WHEREAS, JAMES VIARENGO and PATRICIA VIARENGO, both of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter "Viarengos") are the owners of a certain piece or parcel of land located in said Town of Wallingford and more particularly bounded and described on Schedule A, attached hereto;

AND WHEREAS, the piece or parcel of land described in Schedule A may be benefited by an easement for ingress, egress and utilities which is partly or fully encompassed within land over which the Town of Wallingford has acquired a utility easement and which easement area is more fully described in Schedule B attached hereto;

Further, that the Town of Wallingford (hereinafter "the Town") has obtained an easement over the same area as described in Schedule B from the owners of the fees of the properties subject to the said easement, and therefore will share said easement area with the Viarengos and others;

And further, that both the Town and Viarengos wish to enter into a written agreement, suitable for recording, memorializing their agreement and specifying the respective duties and obligations of the parties;

Now, therefore, it is agreed between the Town and Viarengos, acting for themselves, their successors, heirs and assigns forever, as follows:

1. Both the Town and Viarengos will, as best each is able.

make such use of the easement area they share in a manner so as to lessen impact on the other's easement use, as nearly as is reasonably possible.

2. Viarengos understands and agrees that the use of the shared easement area by the Town for its purpose of constructing, installing, repairing and maintaining sanitary sewer pipes and mains will cause some inconvenience and interference with the easement use by said Viarengos, particularly during the initial construction period and during any emergency repairs to the pipes and mains.

3. The Town will give reasonable advance notice to the Viarengos of its construction schedule and any planned maintenance within the shared easement area.

4. The Viarengos will give reasonable advance notice to the Town of any and all excavation on their behalf or by themselves within the shared easement area.

5. The Viarengos consent to the granting of the Town's easement rights by the owners in fee of the easement area and acknowledge for themselves, their heirs and assigns, that said owners in fee had authority to grant to the Town an easement through such area for construction, installation, maintenance and repair of sanitary sewer pipes and mains.

6. The Viarengos will indemnify and hold the Town harmless from any and all claims caused by damage to the Town's pipes within the easement area and/or any interference with its said easement

rights caused by the Viarengos, their agents, servants and employees.

7. The Viarengos for themselves, their heirs and assigns, stipulate and agree that their easement rights within the shared easement area are subordinate to the easement rights of the Town, and consent to the Town seeking and obtaining from a court of law an injunction restraining and prohibiting any interference with the Town's easement rights by the Viarengos, their agents, servants or employees and/or their heirs and assigns forever.

8. This agreement is permanent and shall run with the land and it shall be binding upon and inure to the benefit of the heirs assigns, and successors of the parties to this agreement.

DATED at Wallingford, Connecticut, this _____ day of November, 1995.

Signed and sealed in the presence of:

JAMES VIARENGO

PATRICIA VIARENGO

THE TOWN OF WALLINGFORD

BY: _____

Schedule A

all that certain piece or parcel of land, together with all improvements thereon situated in the Town of Wallingford, County of New Haven, and State of Connecticut, shown on a certain map as Lot #12, on file in the Office of the Town Clerk of Wallingford entitled, "Subdivision Plan Property Of Allied Investors, Inc. Durham Road & Williams Road Wallingford Connecticut", prepared by Cardinal Engineering Associates Inc. Consulting Engineers 99 Colony St. Meriden, Conn. dated April 15, 1977.

Said Lot #12, as shown on said map being bounded as follows:

NORTHERLY: by Durham Road, 154.61 feet;

EASTERLY: by other land of the Grantor herein, 321.99 feet;

SOUTHERLY: by Lot #11, 150.00 feet;

WESTERLY: by the access strip to Lots Nos. 10 and 11, 287.77 feet.

SCHEDULE B

A certain piece or parcel of land shown on a map entitled "Map of Proposed Utility Easement to Be Acquired Over the Properties of Kurt H. and Lynn K. Mather - #1193 Durham Road, and Jeffrey and Ellen W. Smith - #1199 Durham Road, Wallingford, Connecticut".



Town of Wallingford, Connecticut

ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL
CORPORATION COUNSEL
ADAM MANTZARIS

DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
48 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2140
FAX (203) 294-2073

COPY

October 24, 1995

Mr. and Mrs. Edward Z. Zoikiewicz, Jr.
1197 Durham Road
Wallingford, CT 06492

RE: Durham Road Pump Station

Dear Mr. and Mrs. Zoikiewicz:

In addition to the formal documents to be signed for recording upon the Land Records, the Town wishes to memorialize, both for your benefit and the Town's, the additional agreements between you and the Town. These agreements are as follows:

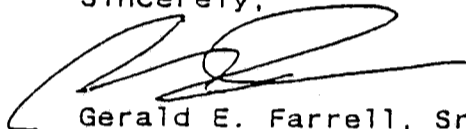
1. The Town will pave a new "common" driveway for you and your neighbors in exactly the same position as the prior driveway - same length, approximately fifteen (15) feet in width.
2. The Town will convert your grinder pump sewer lateral to a normal gravity sewer. The Town will do the work outside of your home either by itself or it will contract with a third party. The plumbing work, including parts, inside of your home will be paid for by the Town, the plumber to be selected by you after approval by the Town of his price quote, which must be reasonable.
3. The Town will not be responsible to maintain or keep in good repair the common driveway. The only exception would be if in fact the Town is forced to excavate and then, of course, the Town will repair the paved portion to its prior condition as nearly as is possible.

I trust that I have included all of the points of agreement. If I have, I ask you to both sign the extra copy of this letter enclosed and for you to return it in the enclosed envelope to my office. If either you or your attorney have any questions, please do not

Mr. and Mrs. Edward Z. Zolkiewicz, Jr.
October 24, 1995
Page Two

hesitate to call. The Town thanks you for your cooperation.

Sincerely,



Gerald E. Farrell, Sr.
Assistant Town Attorney

GEF/bjc

Enclosures

cc Roger M. Dann, General Manager, Water and Sewer Divisions

AGREED:

AGREED:

EDWARD A. ZOLKIEWICZ, JR.

JOANNE S. ZOLKIEWICZ

COPY

AGREEMENT AS TO EASEMENT

WHEREAS, EDWARD A. ZOLKIEWICZ, JR. and JOANNE S. ZOLKIEWICZ, both of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter "Zolkiewicz") are the owners of a certain piece or parcel of land located in said Town of Wallingford and more particularly bounded and described on Schedule A, attached hereto;

AND WHEREAS, the piece or parcel of land described in Schedule A is benefited by an easement for ingress, egress and utilities which is partly or fully encompassed within land over which the Town of Wallingford has acquired a utility easement and which easement area is more fully described in Schedule B attached hereto;

Further, that the Town of Wallingford (hereinafter, "the Town") has obtained an easement over the same area as described in Schedule B from the owners of the fees of the properties subject to the said easement, and therefore will share said easement area with the Zolkiewicz and others;

And further, that both the Town and Zolkiewicz wish to enter into a written agreement, suitable for recording, memorializing their agreement and specifying the respective duties and obligations of the parties;

Now, therefore, it is agreed between the Town and Zolkiewicz, acting for themselves, their successors, heirs and assigns forever, as follows:

1. Both the Town and Zolkiewicz will, as best each is able, make such use of the easement area they share in a manner so as to lessen impact on the other's easement use, as nearly as is reasonably possible.

2. Zolkiewicz understands and agrees that the use of the shared easement area by the Town for its purpose of constructing, installing, repairing and maintaining sanitary sewer pipes and mains will cause some inconvenience and interference with the easement use by said Zolkiewicz, particularly during the initial construction period and during any emergency repairs to the pipes and mains.

3. The Town will give reasonable advance notice to the Zolkiewicz of its construction schedule and any planned maintenance within the shared easement area.

4. The Zolkiewicz will give reasonable advance notice to the Town of any and all excavation on their behalf or by themselves within the shared easement area.

5. The Zolkiewicz consent to the granting of the Town's easement rights by the owners in fee of the easement area and acknowledge for themselves, their heirs and assigns, that said owners in fee had authority to grant to the Town an easement through such area for construction, installation, maintenance and repair of sanitary sewer pipes and mains.

6. The Zolkiewicz will indemnify and hold the Town harmless from any and all claims caused by damage to the Town's pipes within

the easement area and/or any interference with its said easement rights caused by the Zolkiewicz, their agents, servants and employees.

7. The Zolkiewicz for themselves, their heirs and assigns, stipulate and agree that their easement rights within the shared easement area are subordinate to the easement rights of the Town, and consent to the Town seeking and obtaining from a court of law an injunction restraining and prohibiting any interference with the Town's easement rights by the Zolkiewicz, their agents, servants or employees, and/or their heirs and assigns forever.

8. This agreement is permanent and shall run with the land and it shall be binding upon and inure to the benefit of the heirs assigns, and successors of the parties to this agreement.

DATED at Wallingford, Connecticut, this _____ day of November, 1995.

Signed and sealed in the presence of:

EDWARD A. ZOLKIEWICZ, JR.

JOANNE S. ZOLKIEWICZ

THE TOWN OF WALLINGFORD

BY: _____

SCHEDULE A

All that certain piece or parcel of land together with all buildings and improvements thereon, situated in the Town of Wallingford, County of New Haven and State of Connecticut, known as 1197 Durham Road, and shown as Lot No. 11 on a certain map entitled "Subdivision Plan Property of Allied Investors, Inc. Durham Road & Williams Road Wallingford, Connecticut Cardinal Engineering Associates, Inc. Scale 1" = 100' Date Apr. 15, 1977" certified substantially correct by Sergio DeCarli Connecticut Registered Professional Engineer on file in the Office of the Wallingford Town Clerk reference to which may be had.

Said Lot No. 11 is further bounded and described as follows:

NORTH: by Lot No. 12, as shown on said map, 150.00 feet;

EAST: by land delineated "Other Land Of Dominic Galati, Builder" more recently of Louis Taft III Building Corporation), as shown on said map, 267.00 feet;

SOUTH: by Lot No. 10, as shown on said map, 150.00 feet;

WEST: by Lot No. 10, as shown on said map, 267.00 feet.

TOGETHER WITH a permanent easement in common with others over a portion of Lot No. 9 being 25.24 feet in width and running southerly from Durham Road a distance of 547.79 feet and over a portion of Lot 10 being 25.25 feet in width and running southerly from Durham Road a distance of 554.77 feet for the purpose of ingress, egress, grading and for the purpose of installing, maintaining, repairing or replacing utilities under, upon and over said easement.

SCHEDULE B

A certain piece or parcel of land shown on a map entitled "Map of Proposed Utility Easement to Be Acquired Over the Properties of Kurt H. and Lynn K. Mather - #1193 Durham Road, and Jeffrey and Ellen W. Smith - #1199 Durham Road, Wallingford, Connecticut".



Town of Wallingford, Connecticut

JANIS M. SMALL # 10A

ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL

CORPORATION COUNSEL
ADAM MANTZARIS

DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492

TELEPHONE (203) 294-2140
FAX (203) 294-2073

November 28, 1995

Mr. and Mrs. Edward Z. Zolkiewicz, Jr.
1197 Durham Road
Wallingford, CT 06492

RE: Durham Road Pump Station

Dear Mr. and Mrs. Zolkiewicz:

In addition to the formal documents to be signed for recording upon the Land Records, the Town wishes to memorialize, both for your benefit and the Town's, the additional agreements between you and the Town. These agreements are as follows:

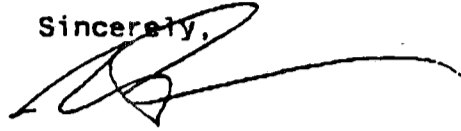
1. The Town will pave a new "common" driveway for you and your neighbors in exactly the same position as the prior driveway - same length, approximately fifteen (15) feet in width.
2. The Town will convert your grinder pump sewer lateral to a normal gravity sewer. The Town will do the work outside of your home either by itself or it will contract with a third party. The plumbing work, including parts, inside of your home will be paid for by the Town, the plumber to be selected by you after approval by the Town of his price quote, which must be reasonable.
3. The Town will not be responsible to maintain or keep in good repair the common driveway. The only exception would be if in fact the Town is forced to excavate and then, of course, the Town will repair the paved portion to its prior condition as nearly as is possible.
4. The Town will re-seed that portion of the lawn that may be dug up.
5. The Town will be responsible for any damage that may be done to the well during installation of the sewer lines.

I trust that I have included all of the points of agreement. If I

Mr. and Mrs. Edward Z. Zolkiewicz, Jr.
November 28, 1995
Page Two

have, I ask you to both sign the extra copy of this letter enclosed and for you to return it in the enclosed envelope to my office. If either you or your attorney have any questions, please do not hesitate to call. The Town thanks you for your cooperation.

Sincerely,



Gerald E. Farrell, Sr.
Assistant Town Attorney

GEF/bjc

Enclosures

cc Roger M. Dann, General Manager, Water and Sewer Divisions

AGREED:

AGREED:

EDWARD A. ZOLKIEWICZ, JR.

JOANNE S. ZOLKIEWICZ