

TOWN COUNCIL MEETING

MARCH 23, 1999

6:30 P.M.

AGENDA

Blessing

1. Pledge of Allegiance and Roll Call
2. Correspondence - Letter from Durham's First Selectman
3. Consent Agenda
 - a. Consider and Approve Tax Refunds (#426-485) Totaling \$32,836.26 - Tax Collector
 - b. Consider and Approve a Transfer of Funds in the Amount of \$1,200 from Finance Dept. Regular Wages & Salaries Acct. #001-1401-101-1000 to Finance Dept. Desk & Chair Acct. #001-1401-999-9915
 - c. Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Health Ins. Acct. #001-8035-800-8300 to Office Supplies Acct. #001-1600-401-4000 - Personnel
 - d. Consider and Approve a Transfer of Funds in the Amount of \$10,000 from Health Ins. Acct. #001-8035-800-8300 to Retirement Sick Leave Acct. #001-8035-101-1750- Personnel
 - e. Consider and Approve a Transfer of Funds in the Amount of \$249 from Meetings, Seminars and Dues Acct. #7020-701-7990 to Regular Salaries & Wages Acct. #7020-101-1000 - Zoning Board of Appeals
 - f. Consider and Approve an Appropriation of Funds in the Amount of \$320 to Youth Projects Acct. #012-9000-600-6600 and to Other Revenue Acct. #012-1040-700-7010 - Youth and Social Services Dept.
4. Items Removed from the Consent Agenda
5. PUBLIC QUESTION AND ANSWER PERIOD

6. Consider and Approve Confirmation of the Mayoral Appointment to the Position of Commissioner on the Public Utilities Commission for a Term of Three (3) Years to Expire 3/1/2002
7. Consider and Approve a Waiver of Bid to Solicit Bids for the Leasing of Town Land as Part of the Farmland Lease Program - Mayor's Office
8. Discussion and Compilation of a List of Other Uses of a Potential Golf Course Site on the Cooke Property and Review of the Request for Proposal to be Issued to the National Golf Foundation as Requested by Chairman Robert Parisi and Councilor G. Tom Zappala
9. Consider and Approve the Waiver of Property Taxes Due In an Amount Less than \$5.00 per CT. General Statutes Section 12-144c - Finance Department
10. Executive Session Pursuant to Section 1-18a(6)(E) of the CT. General Statutes Regarding Negotiations and Collective Bargaining - Personnel
11. Consider and Approve a Tentative Agreement Between the Town of Wallingford and IBEW Local 457 Electric Production Union - Personnel
12. Executive Session Pursuant to Section 1-18a(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Lease of Property - Mayor
13. Consider and Approve a Contract for the Purchase of Property Known as 21 Tyler Mill Road and 63 Tyler Mill Road - Town Attorney
14. Consider and Approve a Contract for the Purchase of Property Known as 31 Tyler Mill Road - Town Attorney
15. SET A PUBLIC HEARING for April 13, 1999 at 7:45 P.M. for an Ordinance Appropriating \$1,076,000 for the Acquisition of Approximately 21 Acres of Real Property on Tyler Mill Road for Town Purposes and Authorizing the Issue of \$1,076,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose

TOWN COUNCIL MEETING

MARCH 23, 1999

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, March 23, 1999 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:40 P.M. Councilors Centner, Farrell, Knight, Papale, Parisi, Rys, Zandri and Zappala answered present to the Roll called by Town Council Secretary Kathryn F. Zandri. Councilor Renda was ill. Town Clerk Rosemary A. Rascati arrived at approximately 6:45 P.M. due to a previous commitment. Mayor William W. Dickinson, Jr. and Comptroller Thomas A. Myers were also in attendance. Town Attorney Janis M. Small arrived at 7:00 P.M.

A blessing was bestowed upon the Council by Rev. William Huegel of the First Baptist Church of Wallingford.

The Pledge of Allegiance was given to the Flag.

A moment of silence was observed for former Town Councilor David Ferguson.

ITEM #2 Correspondence

A letter from Raymond C. Kalinowski, First Selectman of Durham was read into the record by Mr. Rys (Appendix I).

The letter states that Durham's appraisal of Wallingford's land on Howd Road will be completed by April 1, 1999. Shortly thereafter, the towns can swap appraisals and proceed with negotiations.

Statement of Clarification

At the last Town Council Meeting, Frank Wasilewski asked the Council whether or not they had received their copy of the Law Department's Annual Report. A number of Councilors responded that they had received the report. Vice Chairman Rys stated for the record that the Council receives a great deal of paperwork and a few Councilors were mistaken; they had not, in fact, received the report. The Law Department mailed the report out following the meeting. He apologized for the error.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds #426-485) Totaling \$32,836.26 - Tax Collector

ITEM #3b Consider and Approve a Transfer of Funds in the Amount of \$1,200 from Finance Dept. Regular Wages & Salaries Acct. #001-1401-101-1000 to Finance Dept. Desk & Chair Acct. #001-1401-999-9915 - Finance Dept.

ITEM #3c Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Health Insurance Acct. #001-8035-800-8300 to Office Supplies Acct. #001-1600-401-4000 - Personnel

ITEM #3d Consider and Approve a Transfer of Funds in the Amount of \$10,000 from Health Ins. Acct. #001-8035-800-8300 to Retirement Sick Leave Acct. #001-8035-101-1750 - Personnel

ITEM #3e Consider and Approve a Transfer of Funds in the Amount of \$249 from Meetings, Seminars and Dues Acct. #7020-701-7990 to Regular Salaries & Wages Acct. #7020-101-1000 - Zoning Board of Appeals

ITEM #3f Consider and Approve an Appropriation of Funds in the Amount of \$320 to Youth Projects Acct. #012-9000-600-6000 and to Other Revenue Acct. #012-1040-700-7010 - Youth & Social Services Dept.

Motion was made by Mr. Rys to Approve the Consent Agenda, Items 3a-f, seconded by Mr. Farrell.

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

ITEM #4 Withdrawn

PUBLIC QUESTION AND ANSWER PERIOD

Wes Lube, 15 Montowese Trail discussed the topic of the American Legion Building next to the Town Hall. He stated, it was again brought to the attention of the Council on October 13, 1998, five months ago, by the Mayor who, at that time, introduced a proposal to rent the building. A presentation was made by Don Roe (Program Planner) who indicated that the materials that the Council was in possession of were incomplete to a small degree and that they should not have indicated that both the tenant and the Town would have the right to terminate the lease after five years

and that there would not be an additional five year renewal of the ten year lease. Strangely enough, the gentleman, Mr. Roe, who was making the presentation and had put the package together, at least his remarks would indicate that, acknowledged the fact that he had not even been in the (American Legion) building. He was kind of flying blind, so to speak. Mr. Melillo made a comment at the October 13th meeting that he thought professional office space was too restrictive and Mr. Roe agreed; he thought it was too restrictive but it did not result in it (the document) ever being changed. Mr. Rys added, if this doesn't work then we will have to do something else. Mr. Rys also indicated that although it was only his opinion and not that of the Council, he (Mr. Rys) wanted the building to come down and the parade grounds expanded and the parking paved of the remaining space. Iris (Papale) added, "we're going to approve an R.F.P. and we will have plenty of time at another time to delve into it in detail". I don't know what she had in mind because most often these things are reviewed in executive session but attached to the October 13, 1998 minutes was a lease draft. I will come back to that. The reason I will go back to it is because that lease draft that was attached to the meeting contained every single thing that is in the current lease proposal that was released last week; no changes, no changes. The legal verbiage has changed but, if it is a ten year term, it is a ten year term said one way and then later on it is a ten year term said a different way but it is still basically unchanged. The only modification in the specifications was the adding of the acknowledgment that it was in an historical district at Councilman Farrell's request. The point that I am getting at is, recently we fired a gentleman who headed up one of our departments because he had his hand in the till to the tune of somewhere in the neighborhood of \$6,000. There is two ways of taking money from taxpayers; one is to reach into the till and the other way is to just do nothing. What I am wondering about is, in view of the fact that the lost rent on that building is at least equal to if not exceeded, the amount for which we fired that man. What was it that took the Council five months and now the proposals are coming back and April 30th is the deadline so it will probably be awarded and some of you will start moving on it about the first of June; we are talking about six months that we will have lost. I am asking, what was it that held this up for that length of time? There were no changes made except in the bid specifications, the only thing that appears to have any significance is the square footage of the building; 1, 550 on the first floor, 1,500 on the second floor and it does not matter on the third floor, and the floor plans. It did not take that long to do square footage and floor plans so, what was it that took so long?

No answer was forthcoming from the Council or Mayor at this time.

Mr. Lube asked once again, does anyone know what took so long?

Mr. Parisi stated, there are times when things are brought up and they are discussed and they slide back and then other issues come up and push them aside.

Mr. Lubee asked, are you saying that this fell through the cracks for five months?

Mr. Parisi answered, I was going to use that phrase; that is what I was going to say. It probably fell through the cracks to some degree.

Mr. Lubee asked, how can it fall through the cracks when every other meeting I have been asking the same question?

Mr. Parisi stated, I am not going to be interrogated on this; I gave you an answer and it was an honest one. As far as I am concerned, I mentioned it a couple of times; no I did not follow up on it. I wish I did but I didn't but we are moving.....it was brought up again and this time we are moving forward and that is good.

Mr. Lubee stated, the point I was making in response to your remark about it being overlooked, is that at least every other meeting for the last five months, I have been asking about this. I have been bringing it to the forefront and it is tough for things to fall through the cracks when that has happened.

Mr. Parisi answered, we deal with many items and I feel that we do the best we can. I know I do; I am sure my colleagues do, too. It is something that happened.

Mayor Dickinson stated, I don't believe that it fell through any cracks. Don Roe's office is involved in a multitude of varied subjects and when we get into November, December, January, there is considerable time spent on legislation, review of the Town's needs on it, preparation of the material for the legislators, meeting with legislators; that is one of the things that heats up during that time period. I know that he is involved in a variety of other things so I suspect there were other activities that occupied his immediate attention for good reason. I don't think we should make any assumptions. The legislation in that time period does take priority because there is only a certain period of time you can prepare and have it ready for our legislators. That is part of the explanation.

Mr. Lubee stated, thank you, Mr. Mayor. I would just like to mention that we have to keep in mind that there were no changes that were done in the five months. We are talking about 3,000 square feet. I am not a commercial realtor; my background was not in commercial real estate. I went out to consultant those who are in that business and one of the oldest firms in town and a second firm which one of the largest in town told me today that at net, net lease on that property including interior and exterior maintenance would probably fall into the category of \$7.00 square foot. For 3,000 square feet we are talking about \$21,000 per year and divided by twelve (months) that is \$1,779 per month.

Then it was mentioned that if you are talking about painting the exterior of the building, you are talking about \$10,000 right off the bat. At one of the meetings, the minutes reflect that the Mayor had indicated that in all probability the other gentleman who was talking about occupying it had spoken of interior repairs of \$20,000 to \$30,000. If you are talking about the roof and the exterior you are really on the low side. If you take \$40,000 and divide it by sixty months, you are talking about \$666 per month and you subtract that from the potential value and you are down to \$1,100 per month. The question I have is, if someone is being asked to spend \$40,000 of their money on someone else's property with the acknowledge risk involved....the risk is this; the lease says that in the event that there is a fire and the building, as a result of the fire, is not tenant useable, the lease is terminated. That could happen after one year. It also says that in the event that this state or federal government decides to put in an office building there and take it by eminent domain, the lease is automatically terminated. There is a risk involved and these risks will only happen when you don't think they are going to happen. That \$40,000 that is being spent on somebody else's property at risk. At the same time there is a clause in the lease which says that either party can cancel after the fifth year with 365 days notice. That could be interpreted either way; it can be interpreted that after the fifth year you can give 365 days notice and therefore there is a six year minimum, or after four years and one day, they could be notified that at the end of the five years it is going to terminate. Because that is arguable, you have to assume the latter. All of these \$40,000 estimated repair costs and restoration costs which would be enhanced by the need to conform to the historical district have to be written off in sixty months; five years. That significantly reduces the potential gross income because you don't just subtract one-sixtieth, you then have to add to that an incentive. Someone has to have a margin of motivation to be moved to want to do that. That significantly reduces the potential, the way the package has been put together. The other thing I wanted to talk about.....

Mr. Parisi asked Mr. Lubee if he was going to discuss another topic?

Mr. Lubee answered, yes.

Mr. Parisi asked that Mr. Lubee give another member of the audience a chance to speak.

Mr. Lubee responded, at the last meeting Mr. Rys let all kinds of subjects be answered and I did not get a chance to speak and I spent a lot of time.....

Mr. Parisi explained, that is why I let you speak first but I don't think you should have the whole twenty minutes.

Mr. Lubee stated that he did not intend to use the entire twenty minutes. With regards to the Fitzgerald Property, if we sell that to the Town of Durham, we have the intention of transferring the

subsidy of the lien, the state and federal grants that are on there, to the Cooke property. At last meeting when Mr. Rys was conducting the meeting, he spoke saying, that was not the case. I just wanted to refer him to the motion that was originally approved, unanimously which was to do just that on November 10, 1998. Mr. Rys, if you review those minutes, you will find that to be the case. If we sell the land to the Town of Durham, we intend to do that. If the Town of Durham does not buy it, and we sell it to a developer, the developer can develop it as lots because that is currently one of the restrictions in the deed placed there by the old Fitzgerald family.

Mr. Parisi replied, we know that.

Mr. Lubee continued, but before doing that (selling the land) we would again have to transfer the liens and the grants to the Cooke property. The point I am making is this, no matter who we sell it to, it is very important that this be done. According to Mr. Stygar (Dept. Of Environmental Protection) he has received no formal request from the Town of Wallingford to transfer those to the Cooke property. That means that time is of the essence and if per chance the transfer is turned down due to time having elapsed, it will be the Council's responsibility if this has happened because you have not pushed to get that formal request in to have the encumbrances transferred to the Cooke property. It has to be in effect, no matter who we sell it to. So I say to do it and do it now, there is no rational reason for waiting.

Mr. Parisi asked the Mayor, is the Town Attorney's Office aware of this?

Mayor Dickinson replied, yes. To make application we need to have someone we are selling to and the whole then goes and as I have indicated before I think the bias of D.E.P. will be with the Town of Durham. We need to settle that as to whether that is going to occur with the Town of Durham or not. It sounds as though, from the letter of the First Selectman, that we will know shortly what their situation is. If we agree with them, fine; if we don't we can go in another direction.

Pasquale Melillo, 15 Haller Place, Yalesville stated, Philip Wright (Sr.) asked me as a favor to describe the following to the public, it won't take long; it is relative to an announcement for the public; it is a clarification. There is a program on Channel 18 relative to the 1998 budget controversy explaining what surplus means and how the term is used everywhere else. It will be on Channel 18 on Wednesday, 7:00 p.m.....

Mr. Parisi asked Mr. Melillo if he had a question to ask. This time is not to be used to make public announcements. There are people who have questions we would like to have.....

Mr. Melillo argued that the statement is of interest to the public.

Mr. Parisi stated, you can do that (make announcements) on your own program, the one you run. No; if you have a question, ask your question.

Mr. Melillo replied, my question is, why won't you let me finish this?

Mr. Parisi replied, no, because I think you are out of order.

Mr. Melillo asked, what is the status of the Yankee Gas Company test wells, as far as the inspections are concerned?

Mr. Farrell replied, I can tell you that about one week ago John Thompson, Town Engineer, called me to say that they are increasing the number of test wells to see what the extent of the contamination. They are going at it very aggressively. They are continuing to work on it. They are increasing the scope of where they are testing (easterly side of Community Lake area).

Mr. Melillo stated, I understand that there is going to be millions and millions of dollars or thereabouts spent to fix up the deteriorated schools in Wallingford, especially Lyman Hall High School. For some reason these schools, like Yalesville School, have been neglected....

Mr. Rys stated, Mr. Knight, who chairs the Board of Education Liaison Committee, and myself, Iris Papale and Mr. Centner went and had a meeting, and Geno (Zandri). We don't have deteriorating schools, we have equipment getting old.

Mr. Melillo stated, that is not what I read in the newspapers.

Mr. Rys replied, what you read in the newspapers does not necessarily mean what is said at a meeting. I just want to re-clarify that so that the residents of this town do not go panicking thinking that we have deteriorating schools when we don't.

Mr. Melillo asked, isn't it true that we are going to have to spend millions of dollars?

Mr. Parisi responded, they have to develop their end of it and make a presentation. We are a long way from that.

Mr. Melillo stated, one last thing; we should put the Durham land on the market right now. It should have been on the market all along for competition for the benefit of the public and the taxpayers of Wallingford and not for anyone else.

Robert Sheehan, 11 Cooper Avenue asked, have we gotten the final bill for the roof of this building (Town Hall) yet?

Mayor Dickinson replied, I believe the final bill has been received. It is not all paid at this point but Mr. McCully is not here to speak to it. There is some questions remaining and the balance is being held until questions are resolved.

Mr. Sheehan stated, my request is for this room. Each corner of this room behind me is in terrible shape, especially the corner to my right (northeast corner). It looks like hell in plain english. It is dirty, it has a hole in it and anyone coming to this town and to one of these meetings, this is our showplace. I don't know if it is Public Works or whoever has to do with it but it looks like it is from heating. It streaks the walls and in the corner over here, there is a whole in it. I think maybe we could clean it up.

At this time the Chairman called the Public Question and Answer Period closed.

Mr. Parisi asked Mayor Dickinson if he will look into the issue Mr. Sheehan just raised?

Mr. Parisi stated, it is unfortunate that Reginald Knight is not here tonight. I went and looked at the metal things that he was talking about up on Center Street and I could not find them. I am not saying that they weren't there but I did not know where they were. Did anyone from the Town check up there by any chance? Maybe, take them out? Maybe he will call me up if he watches this meeting. I would like to have him call me and we will go out and look together.

ITEM #6 Consider and Approve Confirmation of a Mayoral Appointment to the Position of Commissioner on the Public Utilities Commission for a Term of Three (3) Years to Expire 3/1/2002

Vice Chairman Rys read correspondence into the record from Mayor Dickinson designating Richard Nunn as his appointment to the Public Utilities Commission (P.U.C.) (Appendix II). The letter states that Mr. Nunn has been a businessman in this community for thirty years and has operated his own business for the last five years. He holds a mechanical engineering degree and a master's degree in Engineering. Mr. Nunn has previously served on the P.U.C. for a period of twelve years.

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

VOTE: Renda was absent; all aye; motion duly carried.

David Gessert, Chairman of the Public Utilities Commission stated, the Mayor and the Council have the right to appoint anybody they would like to the Public Utilities Commission. It has been my pleasure to serve down there for the past eight years but I think there is one thing that needs to be said; Mike Papale has served down there for the past eight years with me and prior to me coming. I would like to publicly say that I think he has been a great asset to the utility, I think a lot of the progress that we have made in addressing issues that needed to be addressed over the years, have been through the support of Mike, myself and George Cooke. I would like to publicly appreciate Mike for all the work that he has done. He has been particularly invaluable in the area of sewer and water projects where his construction expertise was a tremendous asset to this utility. I think all of us should recognize Mike for the outstanding job that he did over the years that he was down there. It is certainly the Mayor's prerogative and yours to appoint someone new. Mr. Nunn is certainly experienced with the P.U.C. and I will certainly be happy to work with him and have him on the Commission but Mike's many years of service should not go unnoticed, unrecognized or unappreciated. He has done an outstanding job, he is a great servant for the Town, not only in that area but in a lot of other projects at the schools, the Oil Tank Replacement Committee, he has done a lot of services for this town and I think he should be thanked for all that he has done.

Mr. Parisi stated, I can only echo your words as you so eloquently put them. Mike has served honorably; he has been a very dedicated individual and the Town of Wallingford certainly owes him a debt of gratitude.

Mayor Dickinson stated, perhaps we can recognize Mr. Papale with a salute of applause. (Applause)

Town Clerk, Rosemary Rascati performed the Swearing-In Ceremony for Mr. Nunn. (Applause)

ITEM #7 Consider and Approve a Waiver of Bid to Solicit Bids for the Leasing of Town Land as Part of the Farmland Lease Program - Mayor's Office

Correspondence from Mayor Dickinson states that one of the farmers leasing Town land has terminated the lease in accordance with the agreement. Leases on all parcels that are part of the farmland lease program are due to expire December 31, 2001. Given a remaining period of approximately 2 1/2 years and the quickly approaching spring season, it is recommended that the Town waive its bidding procedure and utilize an abbreviated procedure soliciting bids for this acreage (approximately 35 acres on North Branford Road) from the other lessees already in the program and

familiar with program requirements. Assuming a favorable response, existing lease agreements could then be amended expeditiously.

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

Mr. Zappala asked, when the lease is ready to expire, do we publicize to the public that it is available if anyone else wants to lease it or do we terminate it and renew it again? How do we proceed with leasing it out?

Mayor Dickinson explained, I believe the initial leases are pursuant to a bidding process; public bidding process. In this instance, what they would like to do is have all of the leases come due at one time so that it simplifies the bidding process. It all goes out, you get the results, we are not doing it ever year. As a result of the termination of the one lease mid-term, that would throw that out of sequence if we bid that now and it would also be difficult to allow the property use for the growing season given the lateness and the time necessary for public bidding. What we do is notify all of the existing lessees and anyone else who may be interested, get proposals and hopefully enter into a lease for that thirty-five acres.

Mr. Zappala asked, do we notify the public that the land is available?

Mayor Dickinson asked, in this instance or regularly?

Mr. Zappala replied, regularly.

Mayor Dickinson answered, it is a public bid. It is published. Naturally, the people who hold leases are notified but it is a public bid and published and anyone who becomes aware of it through that process can be part of that bid process. We are asking for an abbreviation of that now, however.

Pasquale Melillo, 15 Haller Place, Yalesville asked for an explanation in greater degree.

Mayor Dickinson explained the process once again to Mr. Melillo.

Mr. Melillo asked, can anyone who wishes to bid on this submit their bid now?

Mayor Dickinson answered, anyone can submit a proposal. We are requesting a waiver of the formal requirement that requires publishing in the newspaper and time factors that would end up with the property not being available, potentially for the spring planting hence it would be less valuable to anyone who might want to use it for farming purposes.

Mr. Melillo felt that the lease should be put out to bid for the sake of competition and the taxpayer's interest.

Mr. Knight pointed out that the revenue derived from the leasing of the thirty-five acres is \$700 per year.

Mr. Parisi explained, the purpose of leasing this land in this fashion is to maintain the Town's property as farmland. This helps the farmers and the Town at the same time. Due to the time frame here, we offer it to the farmers first. If someone else wandered in and wanted to bid on it to use for farming, they could do so.

Rita Katona, 148 North Branford Road stated, as a person who lives across from some of the properties that are Town-owned and farmed, these guys do a great job. They not only keep the land that they are tilling but they cut the brush, they get rid of the poison ivy, it really is a benefit. If they were not doing it, the Dept. of Public Works would have to. There is more to it than just leasing the land.

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

ITEM #8 Discussion and Compilation of a List of Other Uses of a Potential Golf Course Site on the Cooke Property and Review of the Request for Proposal to be Issued to the National Golf Foundation as Requested by Chairman Robert F. Parisi and Councilor G. Tom Zappala

Mr. Zappala stated, some of the Councilors have already given me a list of some ideas that they would like to see the property used for besides strictly golf. I would like to know if any other Councilor has any other ideas that they would like to have incorporated into the study so that we can finalize the proposal and send it along to the National Golf Foundation (NGF) to get a price from them so that we can proceed. If any of the Councilors have any ideas, please get it to me as soon as they can.

Mr. Parisi suggested that the Councilors who have not submitted their ideas please do so as soon as possible by handing them in to the Town Council secretary.

Mr. Knight pointed out that there is a discrepancy in the listing of the order of steps in which the study is to be conducted under Scope of Services listed on page one as compared to the order of the same steps listed on page two of the Request for Proposal (R.F.P.). Page one lists the site analysis as the first step and the market analysis as step two whereas page two lists the market analysis as the first step and the site analysis as the second step.

Comptroller Thomas Myers explained that revisions were made to page one that failed to be carried over to page two.

Wes Lube, 15 Montowese Trail stated, we are talking about transferring encumbrances from the Fitzgerald property to the Cooke property although at the last meeting the Mayor said, "some of the Cooke property", the motion you approved was not "some of" the Cooke property, it was the "Cooke property". In speaking with Mr. Stygar, he stated that as far as the state is concerned; and this is important because he is speaking about the state grant; there were two grants, one state and one federal. The federal grant was much larger than the state but as far as the state grant was concerned, it was made at a time when the enabling legislation was different than it is today. At that time golf courses were allowed. Under the current enabling legislation, they are not allowed. But his (Mr. Stygar's) position is this; it should be analyzed in terms of what the enabling legislation was then, back in 1966. As far as he is concerned, you are free to transfer it to the Cooke property and to have a golf course on it, that was allowed back then. However, the next question is, has the federal government changed their grant policy and will they have that same attitude that Mr. Stygar has about the state? You need some legal advice as to what uses can be applied and whether or not they qualify under the old Connecticut State grant and whether they qualify under the federal grant. It is just a word of advice.

Andy Kapi, 6 Deme Road asked, can I assume that there will be line item construction costs laid out for any of these additional facilities and/or features that the Council may want to add to the site in addition to the course construction costs? Will there be that kind of cost analysis? Item by item?

Mr. Myers replied, I would assume you are correct in that assumption. The Town has not gotten that far yet. I don't know what items the Town Council has but I would think that those items, we would request that they be priced separately so as to make an informed decision as to whether they make sense if the project moves forward or not.

Mr. Kapi stated, I have had some golfers remark to me that they did not care if they had a clubhouse if they could have a course, to keep the cost down. In terms of the market assessment, is there going to be anything in our language that asks them to explain the methodology that they use, sampling techniques, market assessment analysis, something so we can have something to go on to make some kind of an informed decision as to how they went about it?

Mr. Myers answered, if my memory serves me correctly, the last time the Town studied this issue with NGF, they provided those statistics; how they sampled the market, what courses they visited,

how they arrive at the number of golfers in the immediate area that might visit a new site; what golfers look for in a course; course design, course conditions, etc. They have a wealth of statistics within their own organization that they just cannot update. It is interesting that you mention the analysis of the golf market because that is one of the most critical parts of this study. You can build a golf course and if the market will not bear another golf course, you won't have golfers, you won't have fees, you won't have the revenues to maintain and upkeep the course. The market analysis is one of the most critical issues.

Mr. Kapi reminded the Council how he recommended going for a second opinion with different methodologies. Given that you are going with one estimate, that methodology is key.

Mr. Myers answered, the Town could still look for a second opinion after it receives an opinion from NGF. Depending on how this opinion from the golf foundation varies with the previous reports that they have issued, the Town may well decide to look for a second opinion.

Mr. Kapi asked, do they have a way of separating out and identifying a Wallingford resident demand only?

Mr. Myers answered, in the past, they did not. In the past their data support for an additional course was regionalized. They took it from population and the number of course within a certain circumference of the Wallingford area.

Mr. Kapi suggested that the Council consider adding language to the R.F.P. to the effect that NGF make an attempt to ascertain that information. The reason is, the regional market is something you have to know about in order to make an informed decision as to whether or that demand from people outside of Wallingford can make your project work according to how high you set the bar for financial performance and what you think you are going to be able to recoup from this. However, in the end, we make this decision I would hope not for the sake of the regional market but based on what Wallingford people interested in golf recreation are looking for. How many of them are? There has to be some way to quantify that. I think we need to make that distinction and know that because we are not doing this to begin a business that has an appeal for a regional-wide market. We are doing this, if we are going to do this, on behalf of Wallingford residents. We need to be able to quantify that and have some ability to separate out that part of the sampling. I would look for that kind of information to be asked for in this proposal as well. Is it the Council's expectation that NGF will go so far as to make a recommendation as to the fees?

Mr. Parisi answered, most definitely.

Mr. Zappala answered, yes.

Mr. Kapi stated, if they do an analysis of the cost and we decided how many years we are going to take to bond it, we know what this is going to cost us on a year to year basis. Are we giving NGF an indication as to how far out, what sort of time frame, that we want to defray this? If we don't give them that kind of information, they may look at it and think that we have to recoup the money in fifteen years and have to set the golf fees at a rate to meet that timeframe. Does this document contain that type of stipulation to them; the range or expectation as to when we want to bring monies back into this thing?

Mr. Myers answered, yes, because when they start developing the financial information they need, just what you are talking about, from the town so that we can give them different proposals; what a fifteen or twenty year bond cost would be. That would be developed at the time they got into the financial information.

Mr. Kapi stated that NGF should know if we expect to only cover operating expenses or if we expect to cover operating expenses and the cost of bonding over fifteen years; thirty years, etc. Then they can project greens fees according to the individual scenarios. He was recently told of a golf course in Berlin that is meeting its operating expenses and turning back an additional \$80,000 per year to the Town. If true, \$80,000 per year over a period of seventy-five years is \$6 million. He stated, we should be talking in relevant lifetimes here as far as our expectation.

Mayor Dickinson explained, I think the direction is that all costs be recovered. I don't think we are talking about the cost of the land but all the costs associated with construction, operation, the replacement of capital, equipment; all costs are to be covered through the fees. I think that is in the directions.

Mr. Kapi responded, I would hope that you would understand that there would be in at least some sectors in the school of thought that the Cooke property should be recovered as well. Again, some people may not look at it that way. You have to give them something to go on in terms of the time frame in which you want to recover costs.

Mr. Myers replied, as the Mayor said, the R.F.P. specifically says that the study would be centered around the golf course being completely self-supporting. That would include operating and maintenance costs, capital costs for equipment, what is referred to as renewal or replacement reserve, a setting-aside of money so that as equipment had to be replaced, there were funds to be used to replace that equipment and the principle and interest payment on any bonds for the course construction.

Lester Slie, 18 Green Street stated, some of the answers he (Mr. Kapi) wanted to know is, when you get this report back it gives all the reports back; how much you should charge to play on our golf course; how much should you charge for carts and everything else. In other words, make it efficient that the taxpayers are not going to pay for the golf course. If we find out that the course is not going to be self-supporting, then we are not going to have a course because we do not want the taxpayers paying anything out of their pockets. All of this will be in the report. I have two studies home; one from 1979 and one from 1993 and each one stated that Wallingford could support a golf course. One said that there were over 7,000 golfers in the town. That is a lot of golfers and if you read the golf magazines, there is a wave of new golfers entering the sport, women. Thirty-five percent (35%) of the market is supported by women golfers. They are out playing golf every day. I have played in Meriden for fifty-five (55) years and they charge the out-of-towners like me double what the residents pay. That is where they make their revenue. In Meriden alone, we started a golf program for kids that had a membership of fifteen when it began. Last year we had 135 kids off the streets, playing golf three days a week. We gave them a nice hot dog and hamburger roast for their family which was paid for by the golfers who belonged to the society. Golf membership is going to skyrocket. If we built this when we originally wanted to in 1979, it would have only cost us about \$2 million. We are not going to try and make the taxpayers pay for a golf course that is going to go under; we would not even vote for it.

Pasquale Melillo, 15 Haller Place, Yalesville asked for an explanation of what "other uses" the property could support.

Mr. Parisi stated, we will get into that when Mr. Zappala has a chance to compile the list. He has not received all the suggestions yet.

Mr. Melillo stated that he was very concerned for the wildlife that is running out of room for their natural habitats.

Mr. Parisi stated, the wildlife will exist at night; during the day it will be the golfers.

Mr. Zappala stated, they (wildlife) will probably be better off.

Mr. Parisi agreed with Mr. Zappala.

Mr. Parisi stated, we are not taking the whole east side of Wallingford for a golf course. We are taking two pieces of land. I don't believe it will cause any major problems. The wildlife will be taken into consideration.

Mr. Myers asked, does the Council want to add to the study to have the consultant attempt to figure out how many Wallingford residents.....

Mr. Parisi stated, he will do that anyway because I believe he showed us that on the last study; he broke down the market for local golfers, the towns in the area and Wallingford.

Mr. Myers agreed stating that he seemed to remember the greens fees broken out into many different categories such as resident, non-resident, senior resident, non-resident senior, etc.

Mr. Parisi and Mr. Zappala urged those Councilors who have not yet submitted their suggested uses for the land do so by Monday (March 29th) so that they could be mailed off to NGF.

Mayor Dickinson stated, to clarify the subject, this will be ready to go out then once the list is compiled?

Mr. Parisi answered, right.

Mayor Dickinson asked, it doesn't have to come back?

Mr. Parisi replied, not that I am aware of.

There was no further discussion of this item at this time.

ITEM #9 Consider and Approve the Waiver of Property Taxes Due In an Amount Less Than \$5.00 per CT. General Statutes Section 12-144c - Finance Department

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

Comptroller Thomas Myers explained, we have identified five hundred thirty-three (533) tax accounts where the bill is less than \$5.00. Some of the tax accounts are as small as \$.25. In going through and analyzing, especially in the area of registered vehicles where an individual could have a home-made trailer valued at \$50.00 or an old motorcycle valued at \$50.00., the State Statute attempting to recognize efficiency and economy of scale, has a section in it that says that a municipality may waive tax bills of less than \$5.00. That is what we are doing here tonight. The total of these five hundred thirty-three bills is \$1,846.26.

Mr. Farrell asked, since we don't have the full listing of the people affected by this action.....I always look at the list to make sure that somehow my name is not on it, is it accurate that none of the eight people on the Council are on it and therefore we would not be voting on our own tax refund?

Mr. Myers replied, I don't believe that anyone here is on it but I did not look at it specifically. This really is not a refund; it is far different. It is just that we don't want to send out a tax bill to someone for \$.25 or \$1.40 or \$3.05 when the statutes says that we have the authority to waive those. What we are forgoing in tax revenue is \$1,846.00.

Mr. Farrell asked, it is not really a windfall to any one individual?

Mr. Myers replied, no. If we did not do this, the smallest bill we would be sending out is \$.25 and the largest is \$4.96.

NOTE: Renda was absent; all others, aye; motion duly carried.

ITEM #10 Executive Session Pursuant to Section 1-18a(6)(E) of the CT. General Statutes Regarding Negotiations and Collective Bargaining - Personnel

ITEM #12 Executive Session Pursuant to Section 1-18a(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Lease of Property - Mayor

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

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

The Chairman declared a five minute recess prior to holding executive session.

The Council entered executive session at 7:50 P.M.

Present in Executive Session for Item #10 was the Town Council, Mayor Dickinson and Personnel Director Terence Sullivan.

Mr. Sullivan left the executive session once item #10 was discussed in its entirety.

The Council remained in executive session to discuss Item #12.

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

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

The Council exited executive session at 8:53 P.M.

ITEM #11 Consider and Approve a Tentative Agreement Between the Town of Wallingford and IBEW Local 457 Electric Production Union - Personnel

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

VOTE: Renda was absent; Farrell and Zappala, no; all others, aye; motion duly carried.

ITEM #13 Consider and Approve a Contract for the Purchase of Property Known as 21 Tyler Mill Road and 63 Tyler Mill Road - Town Attorney

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

Mayor Dickinson referred to maps on display in the Council Chambers (Appendix II & III) stating, the maps up here are for your (Council's) benefit as well as people in the audience and there are two maps on the desk here that reflect where some proposed dwellings as well as percolation tests were performed. The properties are as shown right here (refers to map) along Tyler Mill Road. The middle piece here (refers to map) is the Beaumont piece; this piece and this piece are the Hall estate's piece. The Town of Wallingford owns this piece here. This map shows a swap of land between the property owners and that is important because an appraisal we had done in 1998 was for just the Hall Estate property; one here that had no access, land-locked, and this piece of property here and the appraisal came in at \$181,000. Since then, the two property owners have gotten together, they have swapped land sufficient to allow access off of the road to this rear lot and created seven three-acre lots. At this point, and the Health Department observed the percolation tests and I am told by George Yasensky (Sanitarian) all of the area passed the percolation tests. At this point there are at least six building lots here that could sell immediately without any approvals from Planning & Zoning, hence, one of our concern. The history on this is that in the middle to late 1970s Mayor Vumbaco at the time, sought on behalf of the Town of Wallingford and the Council, to purchase this land. This land is right in the middle....this larger....the small insert here shows that this is right in the middle of the Tyler Mill area which is some nine hundred acres. At that time there was not success. In the 1980s I

also became involved with the Council. We were not successful in purchasing the property. We are now in the 1990s and there are competing offers on this property. I am going to ask that Chris McLaughlin, who represented the Town as an agent in order to obtain information and find out what the intentions of the parties might be, he assisted us and we want to hear from him. Given that history, given the location, given there are now competing offers on the property, it is very necessary to decide, are we interested in purchasing or not? We believe the requested price, given the total circumstance and the fact that this property is surrounded on all sides by land that will not be developed; to my knowledge there are only two other pieces of property in this entire area that are privately owned. None of that will be developed. Does that make this attractive property? I believe that it does. Whoever is able to buy property in there knows that they will not be confronted with building around them and have a virtual open space preserve to enjoy. With those comments, Chris McLaughlin will now describe what his efforts have been on behalf of the Town. Let me mention that the map over here on the left showing seven lots, that was not obtained by the Town but by Councilmembers from another source. That is another indication there is clearly interest in this property. In addition, the maps over here showing the perc tests and potential housing sites, they were not obtained by Chris either, again, indicating that there is significant interest regarding these pieces of property.

Chris McLaughlin, McLaughlin Realty Co. Stated, when I first approached these owners last July, after being retained by the Town, they were not willing to speak with me at first. It took a little while to build some rapport with them and be able to have any of them think about it. At that point I had not yet told them that I had represented the Town of Wallingford, that I had simply represented a buyer. It was later on that I told them that I represented the Town. What they were doing at the time, they had entered into an agreement between the two of them to do a land swap as the Mayor said earlier. This is the first time, to my knowledge, that both of these property owners have been in agreement to sell their property and, for the first time, to be in agreement to sell their property simultaneously. As the Mayor said, the map to the left that shows the subdivision into seven lots was not made available to this body by me, it was brought to one or several of the Councilmembers and that is how they were made aware of the other party that is interested in buying this property.

Mr. Farrell asked, in terms of comparables that are out there, the price here is \$140,000 a building site, there is land out on Cooke Road that is going for the \$120,000s, sort of in the middle of former cow pasture, if you will, with very little trees and other cover around it. Is there added value here that is so secluded that it is so wooded around it?

Mr. McLaughlin replied, we have all heard the saying about real estate, that location is the prime factor. To some people, they would not live on any side of this town except the side that they live on

Mr. McLaughlin replied, we have all heard the saying about real estate, that location is the prime factor. To some people, they would not live on any side of this town except the side that they live on

to start with. Others would live only on Cooke Road and others would pay probably even more money to live on Tyler Mill Road. People who are hunters or fisherman are interested in this area now, probably would like the idea of having a property like this. But they would not surprise me that these properties would be fetching this kind of money because of several things. There is upward pressure on that side of town. There has been a lot of development there. The Town's acquisition most recently of the Cooke property diminishes the availability of lots in this area. An area like Tyler Mill Road is on a designated scenic road; one of two in the Town. There is an upward pressure on the value, the \$140,000 per lot does not surprise me.

Mr. Farrell stated, in effect, the scarcity of Wallingford land, of open space of any sort either on the east or the west side is driving the price up.

Mr. McLaughlin replied, absolutely. By another year or two, these values will probably reach the highest values they have in the history of the sales of Wallingford, particularly in this one area of the east side.

Mr. Farrell asked, \$140,000 is not considered top of the market? And within the next six months....

Mr. McLaughlin interjected, lots like this could be selling for \$150,000 to \$160,000 before the end of the year. That is not....the \$12,000., \$15,000., when you consider the costs today and the variance...fitting out a kitchen could vary by \$5,000 to \$10,000. Paying for the right lot to live in the right location, wouldn't surprise me; we have seen that sort of demand before.

Mr. Rys stated, my statement at this point is, we are on Item #13, we have Item #14 coming up which is properties that are also being discussed at this point. The important thing here is, this is to consider and approve a contract for the purchase of these properties (Appendix IV). It still has to go to a public hearing which could be scheduled for the next meeting, depending on how the Council votes on this and I think that some of the talk that we have had from previous meetings is, let the public get involved. That is the way I want to see this go; I would like to see the public get involved at the next meeting and let this Council pass this so that the public can get involved and let us know. I have already received a couple of telephone calls in favor of this. I have not received nothing against it but that is an important part of a public hearing. That is all I have to say.

piece concerns me for a couple of reasons; obviously the cost factor. If we are really looking to purchase open space for the Town of Wallingford and we wanted to take a survey or look see throughout the entire community, we could potentially, for the same dollars, buy a lot more acreage. The other thing that concerns me about this is that in all the purchases we have had, in the past, we have always had an appraisal done of the parcel before we went out and did our final purchase of it. That is lacking with this particular piece. So unless I hear anything else to change my mind, I am going to vote against this because I feel that it is too much money for the amount of acreage that we are looking at here.

Mr. Centner stated, what it is about this particular piece is, it has a lot criteria with it. First off, if we go with it the seller's get their asking price. I cannot sit here and determine whether it is fair or unfair, whether it is a bad price or a good price; all I know is what we got here for the people of Wallingford. The first thing we get is, it brings closure to a "donut hole" that we have in the middle of a nine hundred (900) acre preserve. I think there is value to that no matter how you look at it. It also eliminates difficulties we would have with increasing demand on our utility services. It is a scenic road, increased traffic, maintenance on the road, changing character of that particular road would probably occur. Also, looking at it in terms of our education level, we are going to have a difficult time bringing a school bus down that road. I don't think we can do that at all. I am looking at it from a cost and benefit analysis here. I would say that the price would be, in terms of what I am looking at, O.K. I can live with that. I like the objectives that it settles for me in terms of our open space plan so I am pleased to be able to support this package.

Mr. Zappala stated, I think the location of the property is very favorable to us to be purchased. There is no question about it being an ideal spot. I think we should buy it, but I do have a problem with the price. I am all for open space; I have always been and always will be. I fail to understand, however, how this price came about. I have searched to see how many lots have been sold in town and I have not seen anything at that price. Unless I hear otherwise, I am afraid it is going to be very hard to convince me to change my vote. I will vote no on this purchase for the simple reason that for over \$1 million we can buy a lot more land where it would be more beneficial to the Town of Wallingford.

Mr. Knight stated, as I made mention in an article in the newspaper this morning, this is indeed a very expensive proposition. But this is, indeed, a very unique piece of property. Twenty-one acres of property we could buy elsewhere in the Town of Wallingford but it is not as Mr. Centner pointed out, right in the center of nine hundred other acres of forest preserve that we already own. That makes it extremely unique. The fact that all indications are that there are one or more buyers in the wings, willing and able to purchase the property to develop it for housing, lends an urgency to this

matter that we hadn't faced before. A land purchase, especially one for open space, has to be given a long view. This is not a purchase of supplies for the school system that we will use up in a year or two; or half a dozen trucks that we will use up after five or six seasons of plowing. This is land and as the axiom goes, "they ain't making any more of it". I am going to withhold my final opinion on this purchase until the public hearing. But I will say that in that public hearing I will not just hear the people out in the audience, I will be listening for the voices of people that will be living in this town fifty years from now and one hundred years from now asking themselves, if we don't buy this land and it gets developed into housing, why, did they not take care of the nine hundred acres of Tyler Mill that they already owned? Why did they let this opportunity slip away? We have to think, not just of the Wallinfordians of today but the ones that will follow us.

Mr. Farrell stated, I echo what Mr. Knight said that, if you look at this piece, it is unfortunately the Achilles heel of the Tyler Mill area. It is one of the larger pieces remaining within that area that we do not control. Luckily, we were able to come to this bargain and have the opportunity to purchase it and the public is going to tell us whether or not they like it or whether they want to pass by it. But I think it is important that we have this opportunity before houses go up there. Because the public, had we not done this, certainly could have turned around and say, "why didn't you do this, we now want you to buy up those houses that are sitting there because they are such an affront to the nine hundred acres of open space that we have." "We don't care; buy the houses and tear them down, we want the open space" and I think that would be a terrible position to be in. I think it is good that we brought this issue to the table where we could make that decision before it happened. I don't think that anyone in town would really want to contemplate seeing seven houses in the midst of our nine hundred acres. I just don't think that is feasible.

Ms. Papale stated, after listening to my colleagues on the other side of Bob, it is very, very difficult after listening to all you have to say, but we all look at differently. I agree, it is a unique piece of property and I know there are people in this world who would like to live there and we all have our own opinions. I understand exactly what you are saying, but I also think that it is a lot of money. Over \$1 million is a lot of money. I have been an advocate of open space since we have gotten involved in it over the last two years. I have supported it and I would like to see money spent on more open space; we all know the properties on the east side of town that we would like to see bought by the town and it seems that we can't come up with a deal for that because the person wants too much money. In my eyes I would rather have that if we are going to spend that amount of money. On the west side we haven't to purchase very much open space at all, we tried, it didn't work, it didn't pan out so I think we have to look on the west side of town also. I always keep an open mind

as far as hearing things from the public. The public hearing is in two weeks when the vote will be taken. I understand tonight we are only voting to consider and approve the contracts but I will have to vote no on this.

Mr. Centner stated, we have had this piece of land in Durham hanging around for I don't know how many years, worth about \$800,000 doing nothing for me, nothing for my family or nothing for the people of Wallingford; this parcel will do a significant amount for the people of Wallingford here. It keeps the preserve land a preserve. The price tag is almost the same amount of dollars. In my opinion, when it comes to pure, flat out open space, I would trade that land in Durham for this land in Tyler Mill at any minute of any day. I am going to look at it that way right now because dollars are a little high so it is a little bit of rationalization but it is something that I can live with.

Mr. Parisi stated that he did not want to debate the issue.

Mr. Zappala stated, I was not going to debate it, I wasn't going to bring it up either because I am not that type of guy but when you compare that we are selling the land in Durham for \$5,000 an acre, there is no comparison there, I am sorry. When we are paying \$140,000 an acre and we are selling ours for \$5,000 an acre, how could you possibly bring that up?

Mr. Rys answered, you don't understand.

Mr. Zappala replied, I understand very well. I have a listing of the last 100 pieces of land sold in the last few months in Wallingford and nothing reaches \$140,000., nothing.

Mr. Parisi asked for comments from the public at this time.

William Austin, 30 Northford Road approached the Council bench to present a photo album of pictures of the land being considered for purchase. He stated, this morning I was in the Tyler Mill open space and had the opportunity to take some photographs which some of you may appreciate. I think the quality of the open space there is a major asset and it is only by looking at some of those photographs will you be able to appreciate the difference between cornfield on Cooke Road and this area. A major asset to this open space land includes that it is a large acreage of natural Connecticut woodland; approximately 1,000 acres. The river runs through it; the Muddy River, that is; a designated trout stream. Scenic portions of the river are remote from urban intrusion. There is a designated scenic road and that does require active protection. Tyler Mill Road is a unique resource. The narrowed tree and stonewall-lined road is a safe, low speed pedestrian-friendly resource that invites four seasons of passive enjoyment for citizens of all ages. The woodlands and meadows are

scenic assets that should be actively protected by public policy and positive management support. There is some threats to valuable open space asset. Residential development such as what is proposed here can have an impact on the Tyler scenic road and the Muddy River trout stream scenic area. Look at those pictures. Especially those of you who have considered the area to be a little bit too expensive. You probably will not be able to purchase land of this nature anyplace else in Wallingford. Private land ownership along the Muddy River would block public access to a unique and limited natural resource. Residential expansion adjacent to Tyler Mill scenic road might even require road improvements that would include one of my favorite subjects and that is the removal of trees. Maybe even stone walls, blasting out the natural rock outcrops that would let school buses pass safely. By doing that you would compromise the very scenic essence of the scenic road. They don't make anymore of those either. Road improvements, building development and construction activity adjacent to the Muddy River will compromise the public water supply development. You folks remember that down stream of the Tyler Mill bridge we had a several thousand dollar engineering study that said it would be good for a reservoir. This area is part of the watershed protection zone, too. It would have a direct impact on the quality and quantity of water in the Muddy River. Enough said about the reservoir. I would urge you to support open space land acquisition of these properties that adjoin the Tyler Mill scenic road and the Muddy River.

Mr. Parisi stated, I want to just remind us now that we are talking about the contract; the approval of the contract or not to approve the contract.

Robert Sheehan, 11 Cooper Avenue stated, seeing Mr. Austin is here either he is going to answer the question or someone on the Council will; I would like to know when this property was divided into building lots?

Mr. Parisi stated, it did not have to go through Mr. Austin (Chairman, Planning & Zoning Commission).

Mr. Sheehan replied, if it is approved for seven building lots, it has to go through Planning & Zoning.

Chris McLaughlin explained, there are three parcels of land. The conveyances that were done here were classified as land swaps. I asked Linda Bush, Town Planner, whether or not that constituted a conveyance and she said that they did not. The three parcels, as they sit right now, you can divide...land that was essentially in the same state from 1958 or prior to it at the time of the advent of Zoning, any property that would be divided into two parcels and meet the guidelines for lots can be divided. If you took where you live on Cooper Avenue, let's say the lot areas were 50' X 100', and

you took a lot area there that happened to be in that neighborhood, in that zone 100' X 100', a simple division on an engineer's map at the 50' mark would be sufficient, you would not have to go before Planning & Zoning, you could do it as a matter of right. In this case we have the two lots to the north, automatically there is four lots. They don't require any approval.

Mr. Sheehan stated, I have yet to hear of property in Wallingford or anybody that wants to do something with a piece of property in this town, that they have not appeared either before the Zoning Board of Appeals or the Planning & Zoning Commission.

Mr. Parisi stated, the man is explaining the law to you. This is his business, he understands it.

Mr. Sheehan stated, in other words, Planning & Zoning has no control over this, they could sell this land tomorrow to a developer and they could go in there tomorrow and build seven houses?

Mr. McLaughlin replied, tomorrow morning you could pour six foundations; six footings in there, legally.

Mr. Sheehan asked, and no one has any say about that?

Mr. McLaughlin replied, even more so. On this particular street, it is designated a scenic road. This was an ordinance enacted by this Council ten to fifteen years ago. There are two scenic roads in Wallingford; East Main Street and Tyler Mill Road. The scenic road ordinance also denies someone the right to do anything, to take down a tree, to change any of the curbing, to change any of the roadway as it stands so that even if someone did have to bring this before P&Z, P&Z would not be allowed, as far as I can see and a legal opinion would have to come from somewhere else, P&Z would not be able to impose their usual regulations because this is a scenic highway. The only way that I can see that it could be done is through an act of the Council, itself. Those laws were enacted to protect road like this. At one point the homeowners along East Main Street were concerned that the trees would be torn down during the road-widening there. That is why the ordinance was put into effect at the same time this road was put into effect.

Mayor Dickinson stated, there would have to be building permits, there would have to be approved circulation tests, those types of things still have to occur. We don't want to give the impression that there is absolutely no administrative impact on the building of houses there but the right to build on a lot there would not require prior P&Z approval.

Mr. McLaughlin added, because there are three different owners and the parcels are three individual parcels....pardon me, there are only two owners, the third owner died who is in between the two so

that one parcel in between is owned by Beaumont and the parcel to the north and south is owned by the estate of Hall. Therefore they become three individual parcels, easily dividable and easily conveyable. We could have six individual owners of those properties.

Mr. Sheehan stated, I have heard two different arguments proposed by this Council on two different parcels of land in relatively the same area, including the Cooke property, and now this one. The Cooke property, the same argument was made that we had to buy the land up fast because he could get \$7 million for it and he could sell three acres for \$120,000. So we went out and had it appraised and out of the kindness of our heart we gave him \$285,000 over the appraisal. Here we have no appraisal. The Cooke property, when all was said and done, cost us for 249 acres, \$16,500 an acre. Now we are up to \$50,000 an acre. I realize that land prices go up but they don't triple in two or three months.

Mr. Parisi replied, yes they do. Yes they do.

Mr. Sheehan stated, I don't know, does electricity go by this property?

Mr. Rys answered, yes.

Mr. McLaughlin replied, it comes up to the corner at Tamarac Swamp Road and Tyler Mill Road.

Mr. Sheehan asked, it comes in from Tamarac Swamp Road? Tyler Mill is a dirt road.

Mr. McLaughlin stated, the electric service serves two properties to the south of the subject properties. There is a pole some 500' to 600' away, just south of it. It comes all the way down Tamarac Swamp Road and then goes south on Tyler Mill Road.

Mr. Sheehan stated, the thing that bothers me about this is that we don't have an appraisal on this and we have been on the fast track it seems when we are purchasing property. To do this without an appraisal and to actually pay retail price or the going price, is an awful lot of money. It abuts our other property, it is not in the middle of it and I don't think that if you put seven houses down there that the whole area would go to hell overnight. It is just too much money. If it was half the price of what it is, I would say, fine, go for it, no problem. This is just a little too much. We almost have a sign out "if you have land, we will buy, we don't care what the price is".

Mr. Parisi stated, that is not necessary.

Town Attorney Janis Small stated, we will have a report from the appraiser for the public hearing.

Diana Hotchkiss, 38 Clifton Street stated, you are asking for approval of a contract. What does the contract say we are doing, purchasing the land? What is the contract?

Mr. Parisi answered, the contract says that we are purchasing the property.

Ms. Hotchkiss asked, you are purchasing the property before you even go to the public.....

Mr. Parisi answered, no, no, we are just approving the contract and then we will have the public hearing on it.

Mayor Dickinson explained, the contract is one that indicates that the Town of Wallingford will purchase the property. The property owner and the Town can execute the contract. However, the closing, the completion of the sale is contingent upon the approval of an ordinance for financing. If the ordinance is not approved, then there would be no obligation on the contract.

Ms. Hotchkiss stated, I agree with Mr. Zandri, I think you put the cart before the horse. I think the public should have been involved long before now. It was brought up about a school bus, how long is this road that children would have to walk to the corner to meet this school bus?

Mr. Parisi answered, about 1 mile; one-half a mile.

Ms. Hotchkiss stated, about voices, I heard it said that voices from people who will be here one hundred years from now is who has to come out and speak; I don't think that there is anybody in this town yet that can come out one hundred years from now and tell you that your decisions were made wrong. If this land is considered worth \$46,000 per acre and there are still two other properties down there that the Town does not own, what is that value going to be when we have two pieces down there left that we still want? Is that property then going to be worth \$80,000 an acre? It seems that the sky is the limit. O.K., now we purchased these three and there is still two left, so now that makes that prime property and how high do we go to get that property? I don't understand the whole concept here.

Mr. Parisi stated, I don't think that property is in the area that we are....that there is concern about.

Mayor Dickinson stated, the other two properties, I believe houses are on them. Is that correct? Houses are on it and people are living there.

Ms. Hotchkiss asked, how far are those other two properties from this development that they are trying to put in?

Mayor Dickinson answered, a very short distance away.

Ms. Hotchkiss asked, is this similar to the situation on Route 68 that once the lots started being built, or are these not being built yet, they are just being divided now apparently?

Mayor Dickinson answered, this is open acreage that is being prepared for sale. There are no structures on it.

Ms. Hotchkiss asked, so this is similar to the situation we had out on Route 68?

Mr. McLaughlin answered, no, there are no individuals buyers that are ready to build on these parcels as far as I know. There is a buyer that is ready to buy all seven lots for the price; there is a matching offer, that is what I am told.

Ms. Hotchkiss stated, the figure of \$800,000 was thrown out as the price for the Durham property, was that land recently appraised at that, is that where we get the figure from or is that the figure that we bought the land for?

Mayor Dickinson replied, it was appraised.

Ms. Hotchkiss asked, recently?

No answer came forth from the Council or the Mayor.

Mr. Centner replied off microphone, \$792,000. It was \$792,000.

Wes Lube, 15 Montowese Trail stated, I have a lot of respect for Chris McLaughlin and a lot for Mr. Austin so I question why I am on the other side of the table, but I am. It bothers me that you are now contemplating entering into a contract with a homeowner, a property owner, which may not go through, that means that they are going to take it off the market. I think you ought to be very cautious about doing that. It bothers me that you have not yet had your appraisal done before you go to contract.

Mr. Parisi stated, if I am correct, we are going to approve the contract , it does not mean that we are going to sign the contract. We have to go to the public hearing.

Mayor Dickinson corrected Mr. Parisi stating, no, we sign the contract.

Mr. Parisi asked, you are going to sign it? Contingent upon

Mayor Dickinson continued, we sign the contract and the parties are committed at that point but it is contingent upon the approval of financing. It is the same process that we have used for purchase of all property.

Mr. Lubee stated, it is not the same process, Mr. Mayor. In the past you have always had your appraisal before you have signed your contract.

Mayor Dickinson responded, yes, that is correct, we have had the appraisal. Circumstances here have prevented us from doing that however we will have the appraisal at, by or just prior to the public hearing. We will have an indication from an appraiser as to his value of the value, his idea of the value.

Mr. Lubee asked, and if the appraisal comes in significantly below the contract price, what would be your recommendation?

Mayor Dickinson answered, at that point, everyone will be able to assess the situation. I will confess at this point, my view of the value of this property will probably not change.

Mr. Lubee asked, so you are going to disregard the appraisal?

Mayor Dickinson continued, because of the history, because of the location, because of what I see in the need to consolidate and prepare Tyler Mill area for one hundred years from now, one hundred fifty years from now, that is the Central Park of the Town of Wallingford and it is our duty to see that that is a legacy that we provide for people one hundred to two hundred years from now because at that point, I suspect there will not be that much woodland in the community of any significant size.

Mr. Lubee stated, the important point that was made here was that the appraisal, from the Mayor's point of view is going to be relatively unimportant. He is going to recommend purchasing it regardless of what the results are. I have heard figures bandied around here and I would like to draw your attention to something, unless my calculator is on the fritz we are planning to pay \$1,076,000.

and bonding that figure. If you divide that by 20.9 acres, you are talking about \$51,483 per acre. If we multiply that times three for the 120 sq. ft. zone, it comes out to \$154,000 per lot, not \$140,000. In indifference to Chris, who I know is still active in the business, perhaps things have changed, it is not customary when appraising property to try and project what its value may be six months or six years from today, it is what its value is now and that is the only thing that is significant in an appraisal. If you had the interest in spending your own \$1 million, you would have done what I did today, you would have gone out there and walked the property. I discovered six perc tests. Mr. Borne tells me that there are eight over there but I found six with their little yellow flags. At least two, possibly three of the six were under water, literally. If I were to take the Mayor out there tomorrow, one of them has six inches of water over the perc tests. The perc tests are performed to determine the absorptionability of the soil. These soils out there cannot absorb the water from yesterday's storm and if you have a leaching field out there, it has to be able to withstand such storms. I was very upset by that and I came back to the Town Hall and walked into the Health Director's office and asked them, "do you have anything to do with perc tests?", they responded, "we supervise perc tests, what are you talking about?". I finally opened up and explained and the Health Director told me, "we supervised those perc tests, they were properly done." However as of 1:30 P.M. this afternoon, the property owners had refused to release the results of the perc tests to her office. To me, as a realtor of twenty years, that is terribly significant, O.K.? I would hate to see you buying a pig in a poke based on the value established for building lots.....

Mr. Parisi asked, are you saying, then, that you are falsifying the results or they are going to change them?

Mr. Lubee replied, no. What I am saying is, although Chris is perfectly correct in explaining how these lots, these three pieces of land can be sub-divided into four to six lots, without P&Z approval, they still must have building permits. In order to get a building permit, certain steps have to be taken. If, before our public hearing, Chris can come in with seven building permits, you then have substantiation for building lot value. If he cannot do that then you are buying raw land and there is no way in hell that finished lots in this town have sold as high as \$154,000 per lot and say nothing of raw land. This is really a stretch. The road out there is a twelve-foot wide road but to call it a road is another stretch. It is very badly pothole'd, it is very badly maintained and requires two cars passing wait while one pulls off the road, to partially pull off the road, to let the other one pass. It is, in my mind, something that is not terribly attractive, contrary to what Mr. Austin thinks. From the standpoint of a homebuyer, Jeffrey Borne (Conservation Commission Chairman) was quoted in the paper as pointing out how anyone living there would have to be leery of hunters and leery of golf balls and so forth and withstand the noise of dirt bikes, etc.; these are all things that are negative

towards the value of those lots and reasons why we are overpaying if we agree to pay what, in their estimation, is the lot value for this land. It does not add up. To give you some idea as to what real raw land costs are, you might be interested in asking.....

Mr. Parisi stated, I don't want to get too far into this because we are going to do it again at the public hearing.

Mr. Lubee stated, I am telling you, don't sign the contract, and I have a right to do that.

Mr. Parisi replied, all right, that is what I want to hear from you. If that is what your opinion is, fine, then make that statement and let's get on with it.

Mr. Lubee stated, you should table this and give yourselves a chance to see whether or not the building permits can be obtained. You could ask the Mayor's Office to show you the appraisal that was done on this property a couple of years ago during prior negotiations and it was being analyzed in value as raw land; these are the things you should be.....you are not ready to vote now to say, go ahead and sign this contract. In the minutes of November 10, 1998 when we were discussing another parcel, Mayor Dickinson said, "yes, we have an appraisal on every piece of property we go to buy". Well, you are going to buy this without the appraisal....

Mr. Parisi informed Mr. Lubee that he was just told that there is going to be an appraisal.

Mr. Lubee replied, which he (Mayor) is going to ignore.

Mr. Parisi stated, before the next meeting.

Mr. Rys added, it will be at the public hearing.

Mr. Lubee replied, why bother? He (Mayor) says that he is going to ignore it.

Mr. Parisi responded, but you are criticizing him for not getting an appraisal.

Mr. Lubee asked, will you people (Council) also ignore it?

Mr. Parisi replied, we are not going to ignore it.

Mr. Lube asked, in other words, if the appraisal comes in and it is significantly below the agreed price, you will kill the deal?

Mr. Rys answered, no.

Mr. Parisi replied, it will be considered like everything else will be considered and then a decision will be reached, O.K.?

Mr. Lube responded, I hope someday that you handle your money in better fashion, Bob (Chairman Parisi).

Mr. Parisi replied, I hope you remember a lot of things, too.

Jeff Borne, Chairman of the Conservation Commission stated, the quotes attributed to me in the newspaper may or may not be exactly accurate but what I intended by my comments was to point out the incompatibility of residential use in that location in the heart of that area that could be called Wallingford's flagship open space land. Along those lines and speaking on behalf of myself as well as the Conservation Commission, I will point out that, initially, when we started our inventory work, this property jumped out at us as a very key parcel in the Town's open space program and it clearly meets most of the key objectives that we have in our plan. Along those lines, it is a key part of a potential river corridor, it is a key in holding property surrounded by existing Town-owned land and it does expand to the existing Town-owned open space around it. If you were to compare this flagship open space property to a thoroughbred horse, to have this area in the heart of it, residentially-developed, would transfer our thoroughbred horse into a three-legged horse. We think it is very important for its quality and integrity that the Town make sure that we do acquire that property. That is the position of the Conservation Commission on this.

Lisa Toman, 90 Liney Hall Lane stated, I am a member of the Conservation Commission and I echo Mr. Borne's sentiments about the value of that twenty-one acre parcel that you are considering. I also applaud you for all your work for open space in the last year or two; I think it is excellent. This piece has particular value above and beyond other pieces that we looked at as a Commission. Not only is it a central piece in a much larger open space area but what you may not be aware of is that it gets very heavy recreational use, passive trail-based recreation. There are people out there jogging, I wouldn't say that, but there are people out there walking with their children, hiking, appreciating nature, there are people out there mountain biking and there are many of us who are out there horseback riding. It goes on all the time. There is nowhere else in Wallingford that this can be done. We have ballfields and other recreational opportunities but this is the center for trail-based passive recreation. It is one of the few pieces of public land of significant in this Town where we can go and observe wildlife and birds. There are significant numbers of species out there that won't be found anywhere else because

of the integrity of this parcel. To stick six or seven houses out there in a residential development would represent significant fragmentation of habitat. It does not exist right now. The pieces have essentially the same character of the Town's open space and the same site. It is all open, treed, heavily forested in some places and if you were to put a residential development out there it would change the wildlife characteristics of the whole area, not just those twenty-one acres. Anything you do to develop those twenty-one acres would have a rippling effect and impact on plants, animals, habitats, as well as recreational use. The importance of those twenty-one acres goes far beyond the limits, the circumscribed limits of that area, it will affect all of Tyler Mill and I am convinced that the effect would be negative. We have trails on that property already; we had permission from Mrs. Hall to do so and it accesses an absolutely fantastically beautiful area right along the Muddy River. That piece is much more important than the small size and the rather large price would let you believe. It is extremely crucial to the long term, passive recreation use of that whole area.

● Cross Anastasio, 5 Brian Road stated, years ago the State used to make a partial payment to the Town to clear and maintain Tyler Mill Road. Regarding school buses, we have had fire engines down both ends of the road so you can fit a school bus as well. Does the State still pay the Town to maintain that road?

Mayor Dickinson answered, grant funds are received for unimproved roads, it is not specifically for that road but money does come in every year for unimproved roads.

Mr. Anastasio stated, Public Works was working down there last Spring to maintain the road that people are throwing garbage on. I can understand people trying to preserve this property but we all have to work together on this. If we have money coming in to maintain that road, we should do it.

Pasquale Melillo, 15 Haller Place, Yalesville stated that he hopes the Council does not turn a deaf ear to Mr. Lube who made some very strong points. He should be listened to very respectfully. He asked, isn't it true, according to the Town Charter, that a public hearing must be held before the Council can approve a contract?

● Mr. Parisi answered, yes. We are going to sign the contract, we are going to have the public hearing. If, by chance, after the public hearing the project is not approved, the contract becomes null and void. Signing the contract does not mean anything until the vote at the public hearing.

Mr. Melillo asked again, isn't it true that the Council has to have a public hearing before voting to approve a contract?

Atty. Small answered, no, you do not.

Mr. Melillo asked, why approve a legal document that is subject to all different legal opinions, the legal opinions of our town attorneys may be different than those of the lawyers representing the other parties in this matter? Why not just wait until the public hearing? Table the item. Isn't it true that this property is land-locked?

Mr. Parisi answered, no. I can tell you that the land is not land-locked.

Mr. Melillo stated, you have a lot of wetlands there. Most of the time that depreciates the value of the property. A lot of time you will not be able to get a permit from the Inland Wetlands Commission. This should be tabled, there is no question about it. I would appreciate it if the Mayor would describe the Contract, in detail.

Mr. Parisi did not hear Mr. Melillo's question.

Mr. Centner stated, he wants the Mayor to read the whole contract.

Mr. Parisi replied, no, we are not going to read the whole contract.

Mr. Melillo stated, I don't want him to read the whole contract, I want him to describe the contract in detail. What is wrong with that?

Mr. Parisi offered his copy to Mr. Melillo stating, I will let you read my copy after this, you can read it if you want.

Mr. Melillo stated, the public is entitled to know about the contract before a vote is made on it. This should be tabled in the interest of the taxpayers.

Andy Kapi, 6 Deme Road asked, there aren't any circumstances here under which anyone would contemplate bringing water and sewer services in there?

Mr. McLaughlin replied, I don't see that as a possibility.

Mr. Kapi asked, if the residents develop well troubles, they would be left in a lurch?

Mr. McLaughlin answered, I guess that would be a difficulty.

Mr. Parisi replied, you can say that with any piece of land, though.

Mr. Kapi stated, more so in this case because.....

Mr. Parisi stated, not more so because I don't think that they have had the problem out there yet.

Mr. McLaughlin stated, I have asked that question of the Health Department; is there any history of well failure in the immediate area. They were not able to tell me of any wells that have failed.

Mr. Kapi asked, is there enough of a track record to know anything like that?

Mr. McLaughlin stated, again, for the record, I want everyone to know that I represent the Town of Wallingford in the acquisition of this property, I don't represent the land owners at all or anyone else that is interested in buying this property. I represent solely the interests of the Town of Wallingford.

Mr. Kapi stated, there are some down sides with selecting to live on this property as well. The more we talk about these kinds of things, the more we can drive down the price. What I am concerned about is a negotiating posture and precedent for the future. Mr. Lube hit the nail on the head. I am troubled by the lack of the percolation results. As we know, in any negotiation, it is not necessarily a question of deception but it is sort of how you play your hand and when you reveal your information. Are we under some sort of two week timeframe constraint here that is enforceable in some fashion if we were to wait another couple of weeks for the results of the appraisal and possibly the percolation tests?

Mr. Parisi answered, we still have two weeks anyway; no matter what we do tonight, we are still going to have the two week waiting period.

Mr. Kapi asked, how would approving this contract affect our ability to do a counter-offer of some type?

Mr. Parisi replied, I believe we have done all the counter-offers we are able to do.

Mayor Dickinson stated, our agent, Mr. McLaughlin, described his contacts with the owners over a period of time and the price that we have before us is a result of that effort and that is why we are seeking approval tonight. The negotiation period is over, this is the contract that is before us.

Mr. Kapi asked, and if the information regarding the percolation tests and the appraisals were to come in in some fashion that would cause moderate people to think this ought to be looked at a second time and you wouldn't want to be able to claim a new negotiating posture?

Mayor Dickinson answered, we are going to obtain the additional information. We are going to seek the perc test results and we anticipate that we will have an appraised value at that time. The Council votes on it, everyone can assess that information and determine whether or not it changes minds or reinforces views or what ever. We will do our best to have that information here. At this point we are recommending that a contract be signed because we believe that there are others out there who are ready to move ahead and if the town delays, we stand a real chance of losing the ability to purchase this property. We don't feel that is in the best interest of the community. We are recommending that we move ahead with the contract. We have another time to approve the financing and with the additional information, people can assess their viewpoint at that time, just as they are doing tonight.

Mr. Kapi asked, rather than wait a small time frame to get that information, you are saying it is preferable to sign the contract, put it in place, have the public hearing and then, if necessary vote it down?

Mayor Dickinson replied, I don't think we have the latitude from what I understand; the latitude or the timeframe. Are we interested in the property or not? Right now the issue is the contract. The reason we move first with the contract is that, if we move first with the public hearing, there would be nothing binding the property owner to sell to us. We would be holding a public hearing on an issue without any assurance that the property owner would sell to us. We feel that if first we have the contract binding the property owner, committing the Town with the contingency of financing and thus then go to the issue of approving financing. That is the reason for the chain of events.

Mr. Kapi stated, I think you set precedence every time you go further down the path of open space acquisition. We have not done that much of it and now we are doing more so everything we do signals to the future sellers that will come along eventually and have a rough idea on how to deal with us. This property is desirable; the Conservation Commission understands that; I think that some people have the concern that this is just a little too much over the top. You can make the counter-argument but the lack of the percolation information and appraisal and to signal to future sellers that we can be placed in what is essentially a coercive bargaining posture is a bad thing. As much as it would pain me to lose this property, I don't think we should pay an unreasonable price for it.

Mr. Parisi stated, I would like to point out that not every piece of property that is presented is pursued to be purchased. There have been several that have been turned down.

Mike Brodinsky, 45 Valley View Drive asked, if, in a couple of weeks you still don't have the perc test results, would you still recommend going forward with the purchase of this property?

Mr. Parisi responded, we are going to have to wait and see, we will have to let that happen. I am not going to commit myself to anything right now.

Mr. Brodinsky asked, is there any benefit to putting a provision in the contract to making it contingent upon a favorable perc test? That way you know you are going to get the perc test in hand.

Mr. Parisi replied, you can do that but we still are not required to buy the property.

Mr. Brodinsky stated, probably the results of the perc tests would have an impact on fair market value and probably no one here wants to pay more than fair market value. I am just trying to suggest a constructive way so that you don't pay any more than fair market value by getting the results of the perc test in advance and maybe committing ourselves to make sure we get that in advance and that might send a signal to the seller that they had better come up with the perc tests so that we don't overpay.

Mr. Parisi stated, I am going to do it another way. I expect to have the results of the perc tests by the public hearing. We are saying it two different ways but we are going in the same direction.

Mr. Brodinsky stated, can we both expect to have a discussion about the perc tests at the public hearing.

Mr. Parisi answered, I will tell you right now, I would want to have it.

Howard Greenberg, 9 Gina Lane stated, to echo Mr. Brodinsky's thoughts, is there a clause in the contract for satisfactory perc test results to come back?

Mayor Dickinson answered, no.

Mr. Greenberg stated, I am asking because, if a less than satisfactory result comes back, then the people who are also interested in purchasing this land as building lots would not be able to purchase for building lots because they could not get a building permit which would then lessen the value of the land.

Mayor Dickinson answered, it would, no doubt, reduce the value of the property. We are going to look to obtain that information. I spoke with George Yasensky (Sanitarian) who indicated to me that he had been out there, observed the tests and, in his opinion, all of the tests passed. The did not receive the paperwork back for what ever reason. We are going to request that paperwork but at this point I don't have any reason to believe, given Mr. Yasensky's representation, that there was a failure of those tests.

Mr. Parisi stated, I thank you, Mr. Lube, for raising that issue on the perc tests. I probably would not have thought of that because I am not a builder and I am not in real estate. I thank you for raising that.

Philip A. Wright, Sr., 160 Cedar Street stated, I walked the land today, it is nice land, it is valuable as open space. I would feel much better if we were not committing to this price until we got all the answers that have been raised. What is the end game in this Town on open space? Are we going to buy up everything that comes along? Are we going to commit ourselves to \$40 million? Where are we going? I like the property very much; it is a nice spot. I remember when the Town went into some arrangement with Mr. Barrett and he built his house there as a result from getting his money from some type of arrangement, he was a nice man. I wish somehow I could understand where we are going in the long haul. Are we going to commit to \$40 million? What are we going to do here? No one seems to be willing to give even a ball park figure to what we are going to commit ourselves to here. It almost seems to me that it does not matter, so long as you have the votes. Facts don't mean a damn thing.

Mr. Parisi stated, I would not say that. I don't think we are taking any of these things lightly and that, in essence, is what you are insinuating. I don't think you are in order to insinuate something like that. Everyone up here works very hard at what they do.

Mr. Wright stated, I am convinced of that but I say, as long as you have the votes, it does not matter what the facts are. That is what it seems to be these days.

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

ITEM #14 Consider and Approve a Contract for the Purchase of Property Known as 31 Tyler Mill Road Appendix V)

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

Wes Lube, 15 Montowese Trail stated, this "donut hole", "Achilles heel", the significance of this parcel has been way over-rated. This parcel is not in the heartland of the center of our open space. It is on the fringe; not on the edge, but on the fringe. Within a couple of hundred yards is another subdivision. I will have the exact number of yards at your public hearing. If anyone of you have ever seen drawing of the State's Sleeping Giant Park. The periphery of that park is extremely irregular and goes in and around other properties. It is a juvenile attitude to think that you have to color everything in green in a solid block. It does not work that way. This property is not in the heart of the so-called 2,000 acres that we have out there. If it is only 20.9 acres, it is less than 1% and that 1% is not in any way going to impair or improve the other 99%. It is crazy.

Mayor Dickinson approached the open space map on display to show where the property is located and the role it plays in the overall plan with regards to the other property owned by the Town.

Pasquale Melillo, 15 Haller Place, Yalesville asked for the Mayor to explain the contract in detail. He asked, when is the Town Council going to listen to the will of the people?

Mr. Parisi stated, we are not going to read the whole contract. If you want a copy of it, you are welcome to it. He ruled Mr. Melillo out of order.

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

ITEM #15 SET A PUBLIC HEARING for April 13, 1999 at 7:45 P.M. for an Ordinance Appropriating \$1,076,000 for the Acquisition of Approximately 21 Acres of Real Property on Tyler Mill Road for Town Purposes and Authorizing the Issue of \$1,076,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose

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

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

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

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

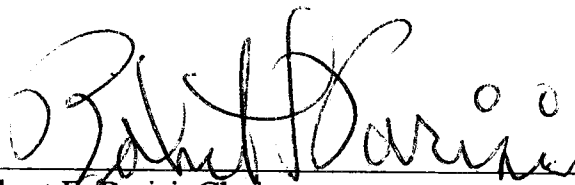
There being no further business the meeting adjourned at 10:13 P.M.

Meeting recorded and transcribed by:



Kathryn F. Zandri
Town Council Secretary

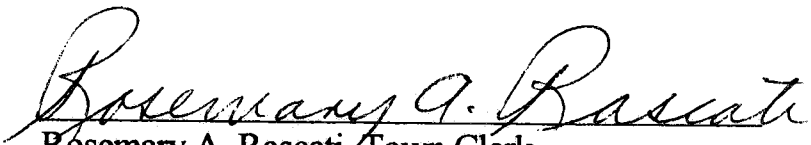
Approved:



Robert F. Parisi, Chairman

4-15-99

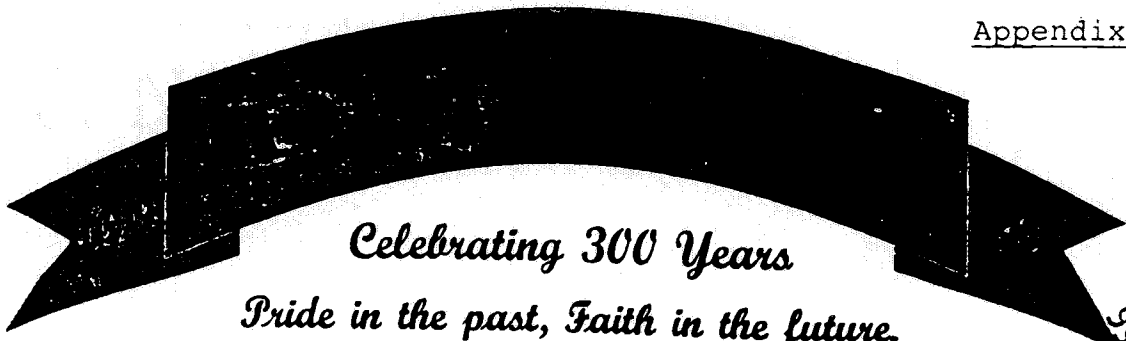
Date



Rosemary A. Rascati, Town Clerk

4-15-99

Date



*Celebrating 300 Years
Pride in the past, Faith in the future.*

Raymond C. Kalinowski
First Selectman

RECEIVED
MAYOR'S OFFICE
99 MAR 16 PM 12:41

March 8, 1999

The Honorable William W. Dickinson, Jr.
Mayor of Wallingford
Office of the Mayor
TOWN OF WALLINGFORD
Wallingford, CT 06492


RE: 158 Acres - Howd Road

Dear Mayor Dickinson:

Durham's appraisal on the Howd Road parcel will be completed by April 1, 1999. Shortly thereafter, we can swap appraisals and proceed with negotiations.

I will keep you apprised of developments as they occur.

Sincerely,


Raymond C. Kalinowski
First Selectman

RCK:DDA



8

Request for Proposal

Scope of Services

The Town of Wallingford is requesting a proposal from NGF Consulting, Inc. to conduct a detailed study on the feasibility of constructing an 18 hole Town-owned public golf course. The feasibility study will be directed to construct the facility on town-owned land (See Exhibit A) located in Wallingford, Connecticut. The Town intends to pursue the project only if the operation will be completely self-supporting, meaning revenue from fees must finance operating expenses, capital expenses, principal and interest charges on debt issued to finance the facility and renewal and replacement reserve requirements. The feasibility report is to include comparative data from area municipal and privately owned but opened to the public courses which have been determined by the consultant to be completely self-supporting. A comparison of fees to municipal courses (self-supporting and those which are not self-supporting) and area courses privately owned but open to the public is to be included in the study.

The study is to be conducted in the following steps:

- (1) Analysis of the proposed Wallingford site
- (2) Analysis of the golf market
- (3) Financial analysis
- (4) Other information (as detailed on Exhibit B)
- (5) Conclusion and recommendations

Each step will be reported and priced separately. Each step will be presented in draft form and reviewed. Town reserves the right to terminate the contract upon completion of any step.

Feasibility Planning

NGF Consulting, Inc. will review the scope of services with Town staff at a pre-arranged date and time. This review will establish the work schedule, define any additions, deletions or refinements, collect information and data from the Town regarding the golf course, establish a work calendar including interim progress meetings, review of the "draft" of each step with the Town and discuss other matters as necessary.

Market Analysis

NGF Consulting, Inc. will conduct a market analysis of the Wallingford area golf market. Such analysis will define the Wallingford golf area and account for the number of private, semi-private and public golf courses. A conclusion as to the share of the market (number of rounds of golf played annually) a Wallingford municipal facility can expect must be presented. Type of courses, location, competitiveness, economic and demographic characteristics of the market area are to be examined and reported.

The Wallingford facility must be completely self-supporting in that fees must finance operating and maintenance expenses, principal and interest expense on bonded debt, capital equipment and renewal and replacement reserve requirements. NGF Consulting, Inc. will be required to report on the financial structure and in particular the self-supporting or non self-supporting status of other municipal facilities in the defined Wallingford market area.

The results of the market study must clearly exhibit that a facility can be expected to attract a share of the market, be competitive and completely self-supporting as described herein.

Site Analysis

NGF Consulting, Inc. based upon conclusions of the market study and with the Town's approval will contract with a golf architect to examine the Wallingford site with respect to the following:

- (1) Suitability
- (2) Drainage
- (3) Course design
- (4) Course construction estimates
- (5) Other items defined by the consultant and agreed to by the town

NGF Consulting, Inc. will be responsible to include in the RFP such architect's fees and expenses.

Financial Analysis

NGF Consulting, Inc. will be required to prepare financial forecasts and pro-forma financial statements. Such forecasts and statements must comply with Generally Accepted Accounting Principles

(GAAP) applicable to municipal government proprietary (enterprise) fund types. The financial section will consist of at least the following:

1. A detailed estimate of construction and capital improvement costs including costs associated with growing and conditioning the facility prior to opening.
2. A projected of the rounds of golf by daily greens fees for a five-year period. NGF Consulting, Inc. will forecast green fee revenue by classification of golfer, that is, resident, non-resident, senior, non-resident senior and junior. NGF Consulting, Inc. shall make other revenue recommendations.
3. Pro-forma financial statements for a five-year period. The financial statements are to be presented in accordance with GAAP as applicable to enterprise funds and are to consist of:
 - a. Balance Sheet
 - b. Statement of Revenues, Expenses and changes in Retained Earnings
 - c. Statement of Cash Flow

The financials are to be presented in detail by revenue source and expense classification.

4. A proposed fee schedule. The fees must completely support the operation including principal and interest on debt, etc. as has been previously disclosed. The proposed fee schedule shall indicate the forecasted number of rounds, daily fee, and total revenue forecasted by classification of golfer.
5. A comparative analysis of the proposed Wallingford fee schedule to fee schedules of comparative municipal and semi-private facilities including comments and recommendations of the consultant. The municipal facilities are to be identified as completely self-supporting or non-self-supporting.

NGF Consulting, Inc. will be required to meet with the Town administration in developing and supporting the financial data.

Other Information

The Town had contracted for feasibility studies in 1991 and 1996. Such studies are available for review, however, the study had been conducted using another Town-owned property. These properties have since been eliminated as a golf course site.

NGF Consulting, Inc. will be required to provide a comparative analysis of operating expenditures if the Town operates the facility with municipal employees versus contracting with a management company.

NGF Consulting, Inc. will provide a recommended governing structure and operating policy.

NGF Consulting, Inc. will provide a recommended construction time line so as to take into account the New England golf season and the growing and conditioning time prior to opening.

NGF Consulting, Inc. will be required to present each step in "draft" form and meet with the Town administration in order to solicit comments and questions.

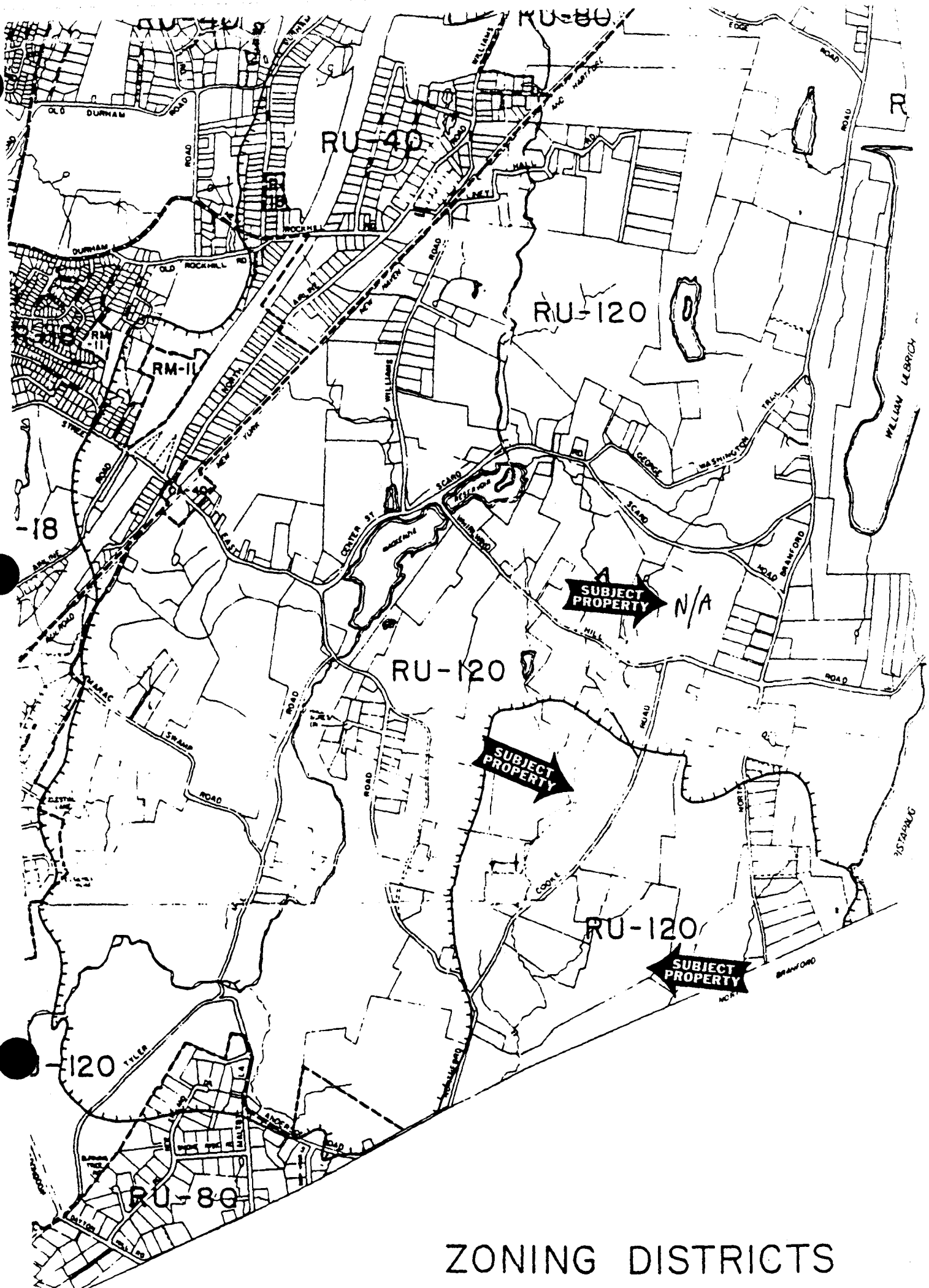
Final Report

NGF Consulting, Inc. will be required to present the Final Report to the Town Council and public. The Town Council meets on the second and fourth Tuesday each month at 6:30 p.m. The final written report, including but not limited to a narrative explanation of the scope of the study shall be prepared and submitted in twenty-five (25) copies. It is desirable that the Report be submitted in a format including the following:

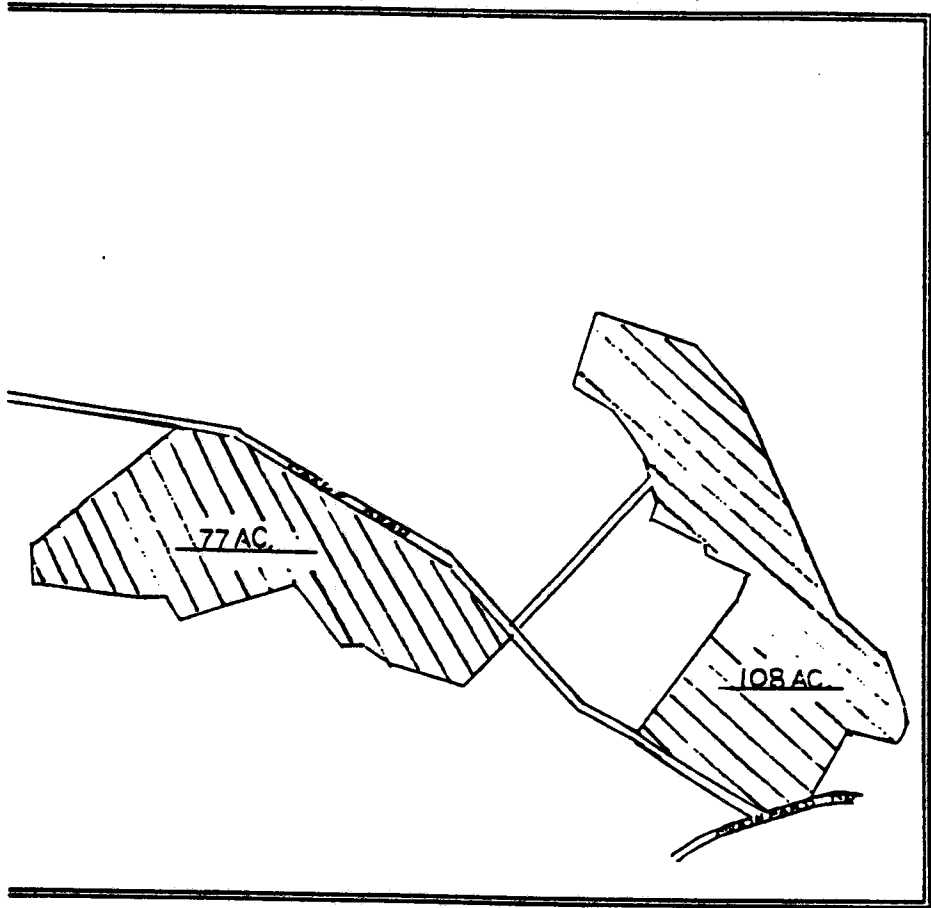
- A. Introduction and Background
- B. Analysis of the Proposed Wallingford Site
- C. Analysis of Golf Market
- D. Financial Analysis
- E. Other Information
- F. Conclusion and Recommendations
- G. Appendices-Supporting Documents

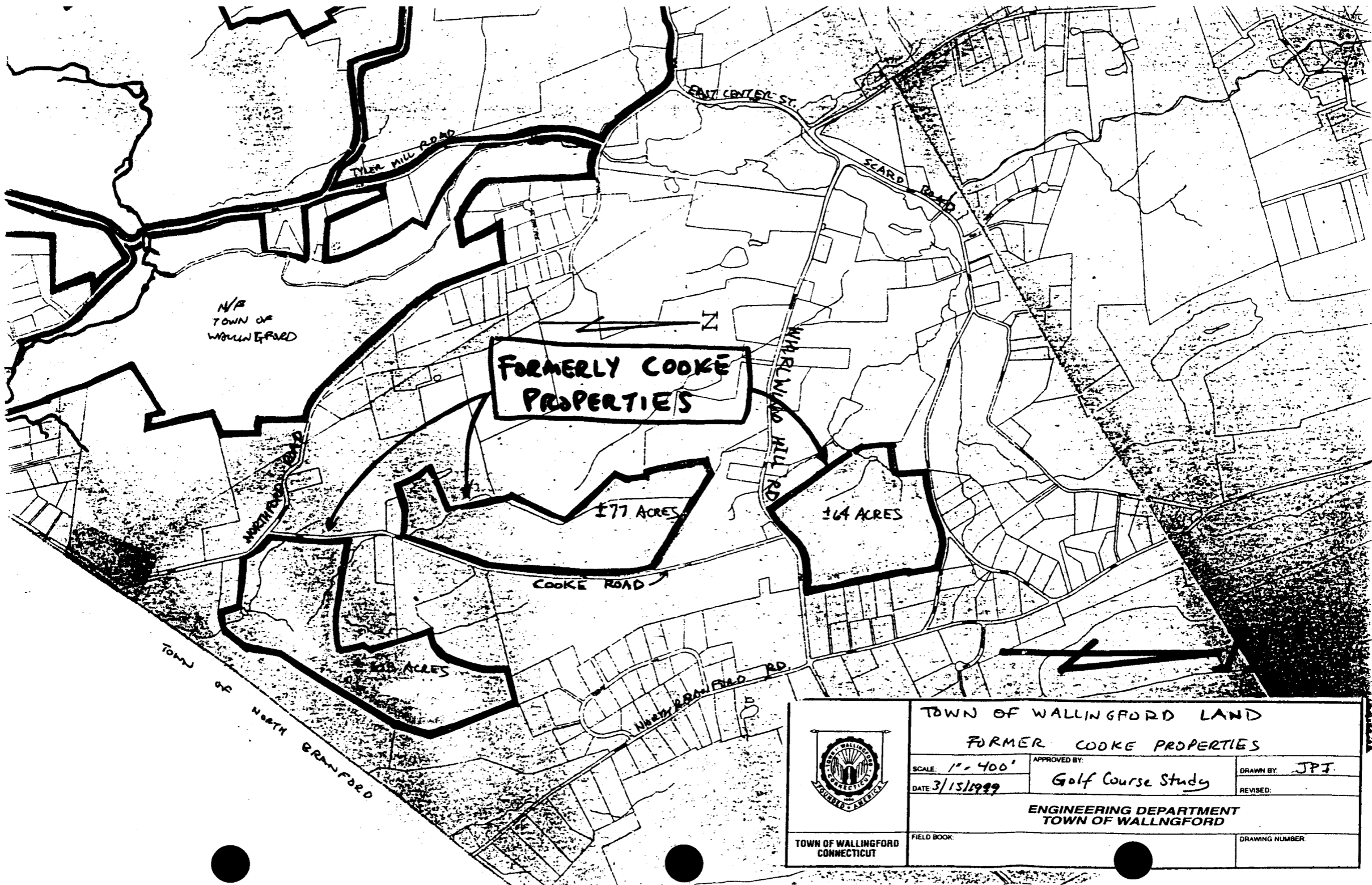
The Appendices-Supporting Documents will include but not be limited to:

- 1. Estimated Five-Year Profit and Loss Statement
- 2. Income and Expense Projections
- 3. Pertinent Surveys (i.e., other golf courses, vehicular access, parking, etc.)
- 4. Zoning Regulations
- 5. Other



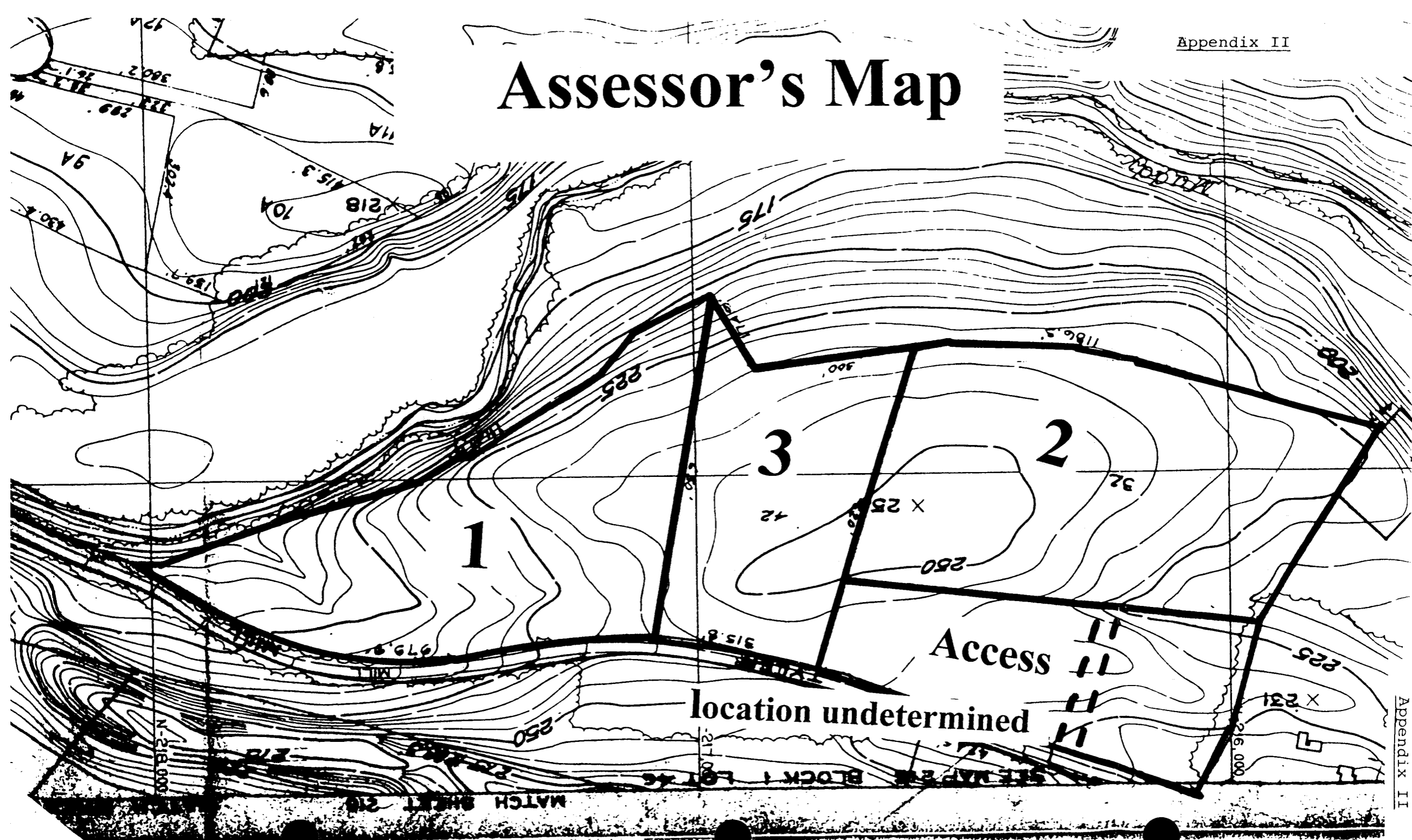
ZONING DISTRICTS





	TOWN OF WALLINGFORD LAND	
	FORMER COOKE PROPERTIES	
SCALE: 1" = 400'	APPROVED BY:	DRAWN BY: JPT
DATE 3/15/1999	Golf Course Study	REVISED:
ENGINEERING DEPARTMENT TOWN OF WALLINGFORD		
TOWN OF WALLINGFORD CONNECTICUT	FIELD BOOK:	DRAWING NUMBER:

Assessor's Map



N-218,000

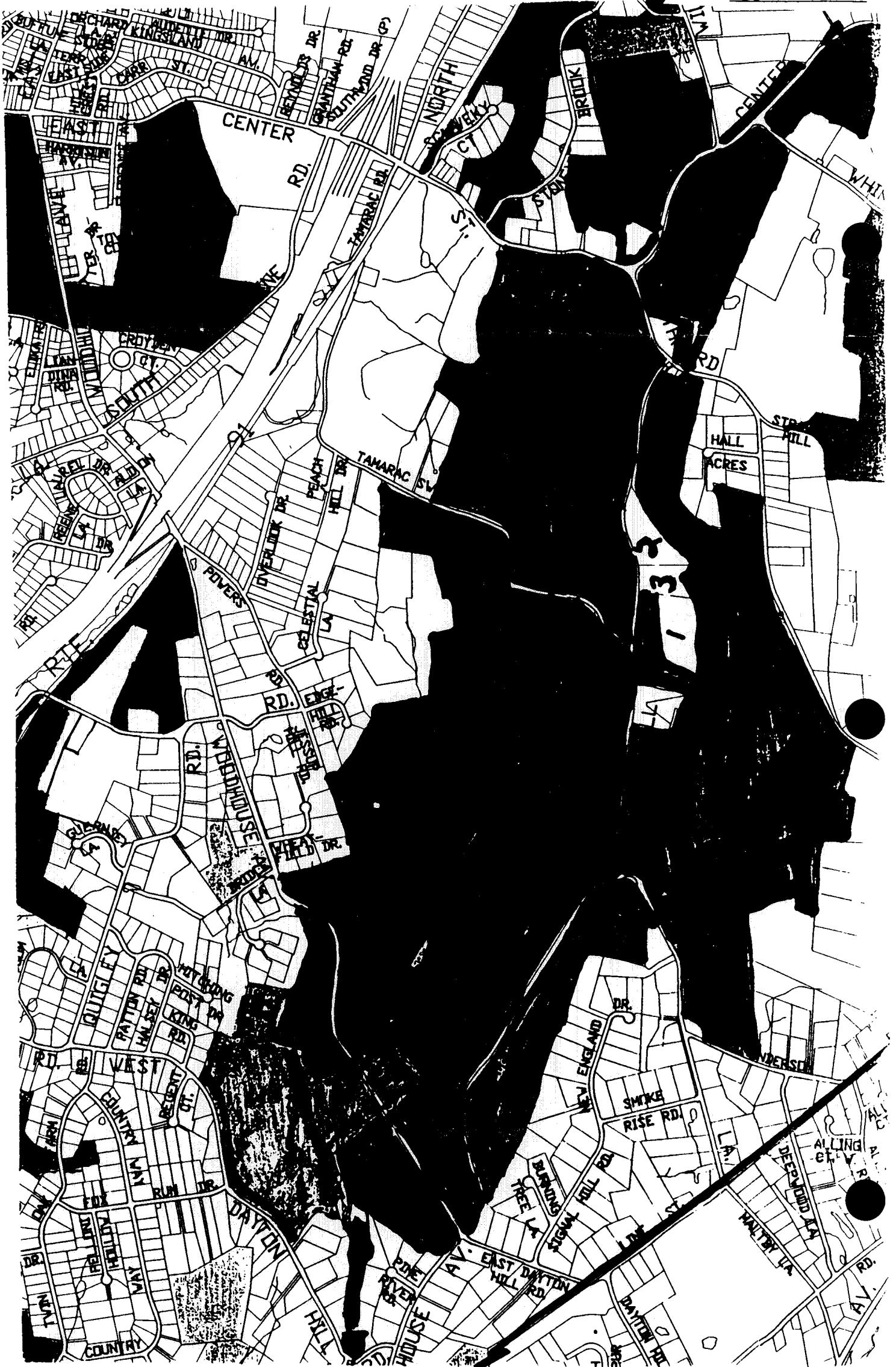
MATCH SHEET 210

BLOCK 1 LOT 46

SEE MAP FOR

216,000

Appendix II



AGREEMENT

THIS AGREEMENT made this day of March, 1999, by and between ROBERT SIMPSON, DEAN M. HALL, and CINDY H. HURLBERT, TRUSTEES of The Francis E. Hall Revocable Trust, hereinafter called "Seller" and the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter called "Buyer".

WITNESSETH:

WHEREAS, Seller is the owner of all that certain piece or parcel of real property, with all buildings and other improvements thereon and all appurtenances thereto, known as 21 and 63 Tyler Mill Road in the Town of Wallingford, County of New Haven and State of Connecticut, more particularly described in Schedule A attached hereto and made a part hereof.

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from the Seller the Property; and

WHEREAS, it is the desire of the parties to reduce their agreement to one document encompassing in detail their agreement as to the sale and purchase of the Property;

NOW THEREFORE, the parties agree as follows:

1. **SALE OF PROPERTY.** Seller hereby agrees to sell, assign, transfer and

convey to the Buyer, and Buyer does hereby agree to purchase from Seller, all the right, title and interest in and to the Property, together with all buildings and other improvements thereon and all appurtenances thereto. Seller agrees to convey said real property to Buyer by a good and sufficient Warranty Deed. Seller agrees to provide to Buyer prior to closing an A-2 survey of the property, if Seller has one.

A. Condition of Title. It is understood and agreed that the title herein required to be conveyed by the Seller with respect to all of the Property shall be marketable and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force for a Warranty Deed. If a title search reveals an encumbrance that is unacceptable to the Buyer, the Buyer may elect to terminate this Agreement. The title search shall be completed by April 30, 1999. Any encumbrances from April 30, 1999 to the date of closing shall be released at the time of closing. If the Seller shall be unable to convey marketable title to said premises to the Buyer, then the Buyer may elect to accept such title as Seller can convey, upon payment of the purchase price, or may reject the deed conveying such unmarketable title. Upon such rejection, this Agreement shall terminate and become null and void and the parties hereto shall be released and discharged of all further claims and obligations to each other.

2. **PURCHASE PRICE**. The purchase price for the Property shall be Seven Hundred Thousand and 00/100 Dollars (\$700,000.00), payable in full at the Closing.

3. **CLOSING OF TITLE**. The Closing of the transaction hereby contemplated shall take place at the office of the Department of Law, Town Hall, 45 South Main Street, Wallingford, Connecticut, at 2:00 p.m. on or before May 31, 1999, or at such other time and place as may be mutually agreed upon by the parties, subject to satisfactory environmental testing as specified herein.

4. **ADJUSTMENTS**. Taxes, fuel oil, water and sewer charges, rent, and like matters with respect to all of the Property, and rent security deposits, if any, shall be adjusted as of the date of the Closing. Seller shall forthwith provide Buyer with copies of any written leases presently in effect for any portion of the Property. The taxes will be prorated according to the custom of the Town of Wallingford.

5. **BROKER**. The Buyer represents to the Seller that McLaughlin Real Estate, 857 North Main Street, Wallingford, CT 06410 is the real estate broker for the Property and Buyer is solely responsible for any realtors' commission.

6. **CONDITIONS OF SALE**. In addition to the conditions set forth in Paragraph 1 above, it is also understood and agreed that Buyer's obligations hereunder are expressly contingent upon the following:

A. Approval of this Agreement to purchase by the Town Council of the

government of the Town of Wallingford. In the event this Agreement is not approved by the Town Council, this Agreement will be null and void.

B. Approval of a Bond Ordinance and expiration of time limit for referendum petition. The Bond Ordinance shall be on the Town Council agenda of April 13, 1999. In the event of a petition, either party may cancel this Agreement within ten (10) days of the certification of the petition. Said time limit is thirty days from publication of the Ordinance which shall be published within five days of Council approval. If not cancelled, and the vote on referendum fails to overturn the ordinance, the closing will proceed within ten (10) days of the vote; and

C. Environmental Provisions. Notwithstanding anything contained herein to the contrary, it is agreed that the purchase of the Property is contingent upon a satisfactory environmental assessment of the property. The Buyer shall arrange for an investigation and examination of the property to be performed by an environmental consulting firm ("Engineer") selected by the Buyer. The purpose of the assessment will be to determine the presence of any hazardous waste as defined by §22a-115(1) of the Connecticut General Statutes or the presence of pollution or other environmental problems which would render the property prejudicial to human health and safety. Such investigation or assessment shall mirror the Phase I and Phase II investigations pursuant to the Transfer Act Site Assessment process. The Buyer may require a

Phase II investigation whether or not the Phase I information suggests that a "Release" or other pollution may have occurred and to this end may instruct the Engineer to execute a Phase II investigation at or about the same time the Phase I investigation is performed. In the event the assessment reports the presence of an on-site discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or any other polluting agent or environmental problem on the property requiring further investigation and/or remediation, either party may terminate this Agreement within ten (10) days of the report. The expense of the environmental assessment of the property, as above described, shall be the responsibility of the Buyer. The assessment shall be completed no later than April 30, 1999.

If the Seller offers to remediate the determined environmental problems and the Buyer agrees not to terminate this Agreement, any such remediation shall be at the sole expense of the Seller and the closing of title to the Property shall occur within ten (10) days of the final certification by the Engineer that the remediation has been satisfactorily completed.

At the time the Seller executes this Agreement, he shall advise the Buyer, in writing, of the existence and location of any known underground tanks.

7. **CONDITION OF PROPERTY**. Seller agrees that he shall maintain the Property in the same condition as exists on the date hereof, reasonable wear and tear expected. Specifically, Seller shall not disturb the property in any manner, including disturbing the timber, gravel or topsoil of the property.

8. **DOCUMENTS AT CLOSING**. At the closing, Seller agrees to deliver to the Buyer the following:

A. A Connecticut form of Warranty Deed to the Property conveying marketable title without exceptions, free and clear of all encumbrances, covenants, easements, restrictions, defects and reservations except as noted in Schedule A; and

B. All drawings, surveys, and plans relating to the Property, if any, which are in possession of the Seller and not previously delivered to the Buyer; and

C. All documentation as may reasonably be required by the attorney for the Buyer to carry out the terms, covenants, conditions and intent of this contract including, but not limited to, negative declarations as provided for in Connecticut General Statutes §22a-134 through 22a-134d, provided, however, that compliance with such statutes shall be required only if the Property is deemed an "establishment" under such statutes; and

D. An affidavit certifying that there are no rights of mechanic's liens with respect to the Property.

10. **RISK OF LOSS**. Throughout the period between the date of this contract and the closing, all risk of loss shall be on the Seller, and the Seller shall keep all buildings on the premises insured against loss by fire or other casualty for its full placement value. Should any building be destroyed or damaged by fire or other such casualty and not be restored to its present condition during such period, the Buyer shall have the option either of accepting title to the Premises and of receiving the benefit of all insurance monies received on account of such destruction or damage (less monies expended for protection and/or repairs thereof) or of rescinding this contract. If this contract is so rescinded, all rights and liabilities of the parties hereunder shall be at an end.

11. **SELLER'S REPRESENTATIONS**. Seller represents the following with regard to the Property:

A. The Seller has not received, and has no knowledge of, any notice or request from any insurance company or Board of Fire Underwriters, or mortgagee, requesting the performance of any work or alterations with respect to the Property which have not been complied with, and the Seller does not know of and has not received any notice of any violations of any local, state or federal laws arising out of the present use and occupancy of the Property;

B. No leasing commissions or payments for work or improvements heretofore made are or will be due and owing, or become due or owing, in connection with any tenant lease;

C. No person, firm or entity, except as set forth herein has any rights in or right to acquire the Property or any part thereof;

D. There are no service contracts, management agreements, commercial rental agreements, or other agreements of any kind or nature affecting the Property or a portion thereof which shall survive the closing;

E. There are no actions, suits, or proceedings pending or threatened against, by or affecting Seller with respect to the Property, at law or equity before or by any federal, state or other governmental department, Commission, board, bureau, agency, or instrumentality, domestic or foreign. Seller is not in default with respect to any order, writ, injunction, or decree of any court of federal, state or any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, insofar as such order, writ, injunction, or decree affects the Property; and

F. Seller shall keep the Property in its present state of repair, except for normal wear and tear, up to the date of closing, and shall not commit waste upon the Property while in possession thereof.

12. **NO ASSIGNMENT, BINDING EFFECT.** This Agreement may not be assigned by either party without the written consent of the other, but it shall be binding upon the heirs, executors, administrators, and successors of the parties hereto.

13. **SURVIVAL.** All agreements, representations, warranties and covenants contained in this Agreement shall survive the closing and transfer of title.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this day of March, 1999.

*Signed, Sealed and Delivered
In Presence Of:*

ROBERT SIMPSON, TRUSTEE

DEAN M. HALL, TRUSTEE

CINDY H. HURLBERT, TRUSTEE

TOWN OF WALLINGFORD

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

AGREEMENT

THIS AGREEMENT made this day of March, 1999, by and between ALBERT WILLIAM BEAUMONT, hereinafter called "Seller" and the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter called "Buyer".

WITNESSETH:

WHEREAS, Seller is the owner of all that certain piece or parcel of real property, with all buildings and other improvements thereon and all appurtenances thereto, known as 31 Tyler Mill Road in the Town of Wallingford, County of New Haven and State of Connecticut, more particularly described in Schedule A attached hereto and made a part hereof.

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from the Seller the Property; and

WHEREAS, it is the desire of the parties to reduce their agreement to one document encompassing in detail their agreement as to the sale and purchase of the Property;

NOW THEREFORE, the parties agree as follows:

1. **SALE OF PROPERTY.** Seller hereby agrees to sell, assign, transfer and

convey to the Buyer, and Buyer does hereby agree to purchase from Seller, all the right, title and interest in and to the Property, together with all buildings and other improvements thereon and all appurtenances thereto. Seller agrees to convey said real property to Buyer by a good and sufficient Warranty Deed. Seller agrees to provide to Buyer prior to closing an A-2 survey of the property, if Seller has one.

A. Condition of Title. It is understood and agreed that the title herein required to be conveyed by the Seller with respect to all of the Property shall be marketable and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force for a Warranty Deed. If a title search reveals an encumbrance that is unacceptable to the Buyer, the Buyer may elect to terminate this Agreement. The title search shall be completed by April 30, 1999. Any encumbrances from April 30, 1999 to the date of closing shall be released at the time of closing. If the Seller shall be unable to convey marketable title to said premises to the Buyer, then the Buyer may elect to accept such title as Seller can convey, upon payment of the purchase price, or may reject the deed conveying such unmarketable title. Upon such rejection, this Agreement shall terminate and become null and void and the parties hereto shall be released and discharged of all further claims and obligations to each other.

2. **PURCHASE PRICE.** The purchase price for the Property shall be Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00), payable in full at the Closing.

3. **CLOSING OF TITLE.** The Closing of the transaction hereby contemplated shall take place at the office of the Department of Law, Town Hall, 45 South Main Street, Wallingford, Connecticut, at 2:00 p.m. on or before May 31, 1999, or at such other time and place as may be mutually agreed upon by the parties, subject to satisfactory environmental testing as specified herein.

4. **ADJUSTMENTS.** Taxes, fuel oil, water and sewer charges, rent, and like matters with respect to all of the Property, and rent security deposits, if any, shall be adjusted as of the date of the Closing. Seller shall forthwith provide Buyer with copies of any written leases presently in effect for any portion of the Property. The taxes will be prorated according to the custom of the Town of Wallingford.

5. **BROKER.** The Buyer represents to the Seller that McLaughlin Real Estate, 857 North Main Street, Wallingford, CT 06410 is the real estate broker for the Property and Buyer is solely responsible for any realtors' commission.

6. **CONDITIONS OF SALE.** In addition to the conditions set forth in Paragraph 1 above, it is also understood and agreed that Buyer's obligations hereunder are expressly contingent upon the following:

A. Approval of this Agreement to purchase by the Town Council of the government of the Town of Wallingford. In the event this Agreement is not approved by the Town Council, this Agreement will be null and void.

B. Approval of a Bond Ordinance and expiration of time limit for referendum petition. The Bond Ordinance shall be on the Town Council agenda of April 13, 1999. In the event of a petition, either party may cancel this Agreement within ten (10) days of the certification of the petition. Said time limit is thirty days from publication of the Ordinance which shall be published within five days of Council approval. If not cancelled, and the vote on referendum fails to overturn the ordinance, the closing will proceed within ten (10) days of the vote; and

C. Environmental Provisions. Notwithstanding anything contained herein to the contrary, it is agreed that the purchase of the Property is contingent upon a satisfactory environmental assessment of the property. The Buyer shall arrange for an investigation and examination of the property to be performed by an environmental consulting firm ("Engineer") selected by the Buyer. The purpose of the assessment will be to determine the presence of any hazardous waste as defined by §22a-115(1) of the Connecticut General Statutes or the presence of pollution or other environmental problems which would render the property prejudicial to human health and safety. Such investigation or assessment shall mirror the Phase I and Phase II investigations

pursuant to the Transfer Act Site Assessment process. The Buyer may require a Phase II investigation whether or not the Phase I information suggests that a "Release" or other pollution may have occurred and to this end may instruct the Engineer to execute a Phase II investigation at or about the same time the Phase I investigation is performed. In the event the assessment reports the presence of an on-site discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or any other polluting agent or environmental problem on the property requiring further investigation and/or remediation, either party may terminate this Agreement within ten (10) days of the report. The expense of the environmental assessment of the property, as above described, shall be the responsibility of the Buyer. The assessment shall be completed no later than April 30, 1999.

If the Seller offers to remediate the determined environmental problems and the Buyer agrees not to terminate this Agreement, any such remediation shall be at the sole expense of the Seller and the closing of title to the Property shall occur within ten (10) days of the final certification by the Engineer that the remediation has been satisfactorily completed.

At the time the Seller executes this Agreement, he shall advise the Buyer, in writing, of the existence and location of any known underground tanks.

7. **CONDITION OF PROPERTY.** Seller agrees that he shall maintain the Property in the same condition as exists on the date hereof, reasonable wear and tear expected. Specifically, Seller shall not disturb the property in any manner, including disturbing the timber, gravel or topsoil of the property.

8. **DOCUMENTS AT CLOSING.** At the closing, Seller agrees to deliver to the Buyer the following:

A. A Connecticut form of Warranty Deed to the Property conveying marketable title without exceptions, free and clear of all encumbrances, covenants, easements, restrictions, defects and reservations except as noted in Schedule A; and

B. All drawings, surveys, and plans relating to the Property, if any, which are in possession of the Seller and not previously delivered to the Buyer; and

C. All documentation as may reasonably be required by the attorney for the Buyer to carry out the terms, covenants, conditions and intent of this contract including, but not limited to, negative declarations as provided for in Connecticut General Statutes §22a-134 through 22a-134d, provided, however, that compliance with such statutes shall be required only if the Property is deemed an "establishment" under such statutes; and

D. An affidavit certifying that there are no rights of mechanic's liens with respect to the Property.

10. **RISK OF LOSS**. Throughout the period between the date of this contract and the closing, all risk of loss shall be on the Seller, and the Seller shall keep all buildings on the premises insured against loss by fire or other casualty for its full placement value. Should any building be destroyed or damaged by fire or other such casualty and not be restored to its present condition during such period, the Buyer shall have the option either of accepting title to the Premises and of receiving the benefit of all insurance monies received on account of such destruction or damage (less monies expended for protection and/or repairs thereof) or of rescinding this contract. If this contract is so rescinded, all rights and liabilities of the parties hereunder shall be at an end.

11. **SELLER'S REPRESENTATIONS**. Seller represents the following with regard to the Property:

A. The Seller has not received, and has no knowledge of, any notice or request from any insurance company or Board of Fire Underwriters, or mortgagee, requesting the performance of any work or alterations with respect to the Property which have not been complied with, and the Seller does not know of and has not received any notice of any violations of any local, state or federal laws arising out of the present use and occupancy of the Property;

B. No leasing commissions or payments for work or improvements heretofore made are or will be due and owing, or become due or owing, in connection with any tenant lease;

C. No person, firm or entity, except as set forth herein has any rights in or right to acquire the Property or any part thereof;

D. There are no service contracts, management agreements, commercial rental agreements, or other agreements of any kind or nature affecting the Property or a portion thereof which shall survive the closing;

E. There are no actions, suits, or proceedings pending or threatened against, by or affecting Seller with respect to the Property, at law or equity before or by any federal, state or other governmental department, Commission, board, bureau, agency, or instrumentality, domestic or foreign. Seller is not in default with respect to any order, writ, injunction, or decree of any court of federal, state or any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, insofar as such order, writ, injunction, or decree affects the Property; and

F. Seller shall keep the Property in its present state of repair, except for normal wear and tear, up to the date of closing, and shall not commit waste upon the Property while in possession thereof.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this day of March, 1999.

*Signed, Sealed and Delivered
In Presence Of:*

ALBERT WILLIAM BEAUMONT

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