

TOWN COUNCIL MEETING

AUGUST 17, 1999

6:30 P.M.

SUMMARY

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5. PUBLIC QUESTION AND ANSWER PERIOD - Reading of publication entitled, "Top Ten Reasons Why I Should Register to Vote"; Comments Re: treatment of speaker at previous meeting and time allotted to public comment period in Woodbridge, CT.; Fees Charged to Senior Citizens Utilizing the Senior Center Minibus Service and how said fees and scope of services compare to other towns; Comments Re: Legal Opinion on Violation of Town's Charter	2-8
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Jerod McQueen (Centner)	
Arlene Whalen (Rys)	
William Choti (Renda)	
Peter Gouveia (Zandri)	
Don Harwood (Mayor)	
Jon Walworth (Knight)	
Ralph Acabbo (Parisi)	
Anthony Roy (Zappala)	
Ann Hohg (Papale)	
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- 18b. **Approve** a Formal Recommendation by the Town Council that the Mayor Investigate the Cost Associated with Leasing Parking Spaces from the Northeastly Corner of the Eyelet Specialty Factory to Supplement Parking Spaces for Community Pool Patrons and a **Friendly Amendment** that the Town also Look at Renting Property from In Memoriam Cemetery as Requested by Councilor Farrell 45-47
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- Approve** Allowing the American Legion Shaw-Sinon Post #73 to Use the Parade Grounds on Sept. 2, 1999 for Commemoration Ceremonies at 7:00 P.M. and to Erect a Tent on the Left Side of the Parade Grounds facing Town Hall; the Display of 6-8 Torches with Security and a Podium 8-9

TOWN COUNCIL MEETING

AUGUST 17, 1999

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, August 17, 1999 in the Robert Earley Auditorium of the Wallingford Town Hall. This meeting takes the place of two regularly- scheduled meetings for the month of August of the Town Council and also replaces the August Public Speaking Meeting originally scheduled for this same date. The meeting was called to Order by Chairman Robert F. Parisi at 6:35 P.M. Councilors Centner, Farrell, Knight, Papale, Parisi, Renda, Rys and Zandri answered present to the Roll called by Town Clerk Rosemary A. Rascati. Councilor Zappala was on vacation. Mayor William W. Dickinson, Jr., Corporation Counselor Adam Mantzaris and Comptroller Thomas A. Myers were also present.

A blessing was bestowed upon the Council by Rev. Richard Diehl of the Evangelical and Reformed United Church of Christ.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Correspondence - No items of correspondence were forthcoming.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#18-29) Totaling \$5,623.39 - Tax Collector

ITEM #3b Approve and Accept the Minutes of the July 19 , 1999 Special Town Council Meeting

ITEM #3c Consider and Approve the Use of the Johanna Manfreda Fishbein Park and Gazebo on Saturday, October 2nd from 11:00 A.M. Until 6:00 P.M. and Use of the Parade Grounds on Sunday, October 3rd from 12:00 Noon Until 6:00 P.M.

ITEM #3d Consider and Approve a Waiver of Bid to Award a Contract to Cott Systems for Computerized Indexing Through June 2000, 1999 at a Price of \$1.30 Per Instrument - Town Clerk

ITEM #3e Consider and Approve a Transfer of Funds in the Amount of \$5,647 from Personnel/Health Insurance Acct. #001-8035-800-8300 to Purchased Services/Negotiations Acct. #001-1300-901-9002 in the F.Y. 1998-99 Budget of the Mayor's Office

ITEM #3f Consider and Approve a Transfer of Funds in the Amount of \$6,259 from Regular Salaries & Wages Acct. #2030-101-1000 to Building Expansion & Repairs Central Headquarters Acct. #2030-999-9934 - Fire Department

ITEM #3g Consider and Approve an Appropriation of Funds in the Amount of \$196,295 to Revenue: LoCIP: Additional Entitlement Acct. And to Expenditures: LoCIP: Additional Entitlement - Public Works Dept.

ITEM #3h Consider and Approve an Appropriation of Funds in the Amount of \$43,875 to Revenue: Town Aid Road Fund and Expenditure: Town Aid Road Fund - Public Works Dept.

ITEM #3i Consider and Approve an Appropriation of Funds in the Amount of \$2,250 to Other Revenue Acct. #012-1040-700-7010 and to Youth Projects Acct. #012-9000-600-6600 - Youth & Social Services

ITEM #3j Consider and Approve a 3% Cost of Living Adjustment (COLA) Increase Totaling \$105,266.86 for Retirees - Personnel Dept.

Motion was made by Mr. Rys to Approve the Consent Agenda Items #3a-j as presented, seconded by Mr. Farrell.

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

ITEM #4 Withdrawn

PUBLIC QUESTION AND ANSWER PERIOD

Reginald Knight, 21 Audette Drive read into the record a publication produced by the Secretary of State's Office which lists the "Top Ten Reasons Why I should Register to Vote". He singled out a few from the list and read them as follows:

- I am now a full first class citizen under the Constitution of the United States
- I am now recognized by elected officials in my own town and state because I can vote for or against them
- I can demand, and get, the politicians' ear
- I can give elected officials a piece of my mind
- I will be able to express my knowledge and civic consciousness and ensure future generations protect, sustain, preserve and use our democracy

He went on to read from Mayor's Dickinson's swearing-in ceremony from the past..."I call upon every citizen to take an interest in the community, attend meetings and express concern. If you are treated discourteously and discouraged from participation in the Town government, I want to know about it." At one of the previous meetings Mr. Melillo was called upon to speak and instead of getting his proper name called, which is due respect for a man of his age and a citizen of this town who conscientiously comes to express his concerns, he was described as "that young fellow with the paper hat". I think that description, both physical and reference to his age was demeaning and calls for an apology. He awaited an apology from Mr. Parisi to Mr. Melillo.

Mr. Parisi stated, I am not apologizing, no.

Reginald Knight stated, that is the tenor of the meeting from this point on?

Mr. Parisi replied, that is your perception of the tenor of the meeting. I believe the moment was one where we were having a spell of amusement and there were comments about Mr. Melillo's hat, he was smiling and took it in good faith and in the way it was meant. In no way was it meant to belittle him or to be derogatory in any way.

Reginald Knight stated, it is also representative of how people are treated here because if you review the videotape you will see a little old lady seated behind me who came to the meeting to speak about feral cats and she left because she was frightened to come up here. It is a terrible thing that a citizen would be frightened to come up here in front of this body.

Mr. Parisi stated, I think it is normal that a lot of people are apprehensive the first time they come up.

Reginald Knight next referred to a newspaper article about town meetings in Woodbridge. Thirty minutes had been set aside for public comment and the article states that the clock kept running as Town officials found someone to respond so effectively that they had little time for four or five voters. He stated, also, we (the public) are not supposed to be interrupted in our speech. If you (Councilors) have a comment, make it afterwards; you will get the last word anyway because we cannot rebut what you say after we are finished. Here, on this stage, are four different people interrupting me as I spoke.

Reginald Knight next stated, when Mr. Wes Lubeer gave a detailed presentation on the Senior Center; its attendance levels, programs, membership, etc., the body language coming back to the audience from the Council was such that one got the impression that the Council disregarded all Mr. Lubeer was saying. Now we read in the newspaper, "Although the Wallingford Senior Center has 2,000 members, most do not come to the center on a daily or even weekly basis, according to Executive Director Virginia Phillips." When Mr. Lubeer tried to point that out, that the attendance was low, this

(article) shows that he did a very good job of presenting the facts and deserved more respect than what he received for the report.

Pasquale Melillo, 15 Haller Place, Yalesville thanked Reginald Knight for his concerns; he stated, we could use a lot more people like Reggie Knight. Regarding the consent agenda; Mr. Melillo stated, any item under the consent agenda or any other area, when it comes to the nature of a bid, we should not automatically be waiving the bid. If the item or service is at least \$2,000 you are supposed to send the item or service out to bid. With regards to Item #3g on the Consent Agenda; Consider and Approve an Appropriation of \$196,000+ .....that is a lot of money and should be discussed. What should also be discussed is the 3% increase for the retirees of the town That should not be placed on the Consent Agenda either. According to an article that appeared recently in our local newspaper, we have a lot of dangerous bridges in Wallingford; very dangerous. It is a function of the Mayor's Office to protect the people; taking care of the people. When is it going to happen? Also, it has been reported in one other local newspaper that Wallingford is the most polluted/contaminated town in the whole state. I have not heard anyone in town government dispute that statement yet. When are we going to get on the ball and stop messing with people's health? It should be people first over the mighty dollar.

Mr. Parisi reminded Mr. Melillo that other people were waiting to speak.

With regards to the Pierce Station power plant, Mr. Melillo stated it came in handy during the past week and I think we should invest money into it and develop a long-range plan for permanent use of the plant.

Wes Lube, 15 Montowese Trail stated, about ten days ago we heard through the senior grapevine that the senior minibus rides that are supervised by the staff at the senior center are requiring membership in the senior center. The Senior Center is requiring people who would like to ride on the minibus to purchase memberships in the Senior Center and I think, in view of the fact, that the taxpayers of the town are paying 90% of the expense of operating the minibus.....the minibus budget, in your town budget book, is listed separately. If you recall, a couple of years ago you had to pay \$20,000 matching funds up front when we first purchased these minibuses and we are now contributing some \$46,000 or \$48,000 a year towards the operation. They do charge for the passengers and that generates some \$6,000 or \$7,000 but is peanuts compared to what the taxpayers are contributing. For us to have the taxpayers contribute and then turn around and have the operators tell them that they cannot have a minibus ride unless they join the Senior Center is wrong-thinking. I don't think that you would want that and I don't think it should be something that is just passed over. I was concerned enough about this to contact the ten surrounding towns to see if, in the operation of their senior transportation programs, there was any membership required in their senior centers. I contacted Cheshire, Durham, East Haven, Hamden, Meriden, Middlefield, Middletown, North Branford, North Haven and Southington. The only town which requires membership is Southington.

Present membership is free. For all intensive purposes you have ten towns surrounding Wallinford, none of which are requiring membership in a senior center. While I was at it, something else that has been bothering me for a long time, there is a question of the fact that we used to charge \$.75 one way and \$1.50 round trip for the use of the minibus. I don't know why anyone would use it one way but anyway, last year the fee was raised 33% from the \$.75 to \$1.00. One dollar one way; two dollars round trip. Those who have asked Virginia Phillips why they have that charge, it is to reduce nuisance use of the minibus.....these seniors are such nuisances. While I was talking to these ten towns I asked them what they charged for their minibus and interestingly, nothing was charged by Durham, East Haven, Meriden, Middlefield, Middletown, North Branford, North Haven or Southington. If you want to have a ride on the minibus in our town, it is \$1.00 one way, \$2.00 round trip and you cannot go out of town. You can't even go to Shop-Rite because it is over the (town) line. In contrast, in North Haven, not only do they not charge for a minibus ride but they will also take you to wherever you have medical appointments in New Haven or Hamden at no additional charge. Cheshire does charge; they get charged \$.25 one way or \$.25 round trip, it doesn't matter. If you want to go out of town and only if you want to go out of town, they charge \$2.00. But for \$2.00 you can have your choice of Wallingford, New Haven, Hamden, Waterbury, Southington or Meriden, and from Cheshire.

Mr. Parisi asked, one person could pay \$2.00 to go to Waterbury and the bus goes?

Mr. Lube explained, the bus has a day for Waterbury. If you want to go to Waterbury, you have to set your appointments for that day. It is organized. In talking to Hamden, the charge \$.50 one way and \$1.00 round trip.....

Mr. Parisi asked, did you think to mention, if they set up a day for Waterbury, does that eliminate local service?

Mr. Lube stated, I don't know how many minibuses they have. We have three vehicles here. I did not ask that question. I am sure there are multi-vehicles. For example, every Tuesday, one of their vehicles goes to Waterbury. Every Wednesday, one of their vehicles goes to wherever and that is how they operate. So you know that day, in advance, if you are a senior then you arrange your schedule accordingly for that is when your transportation to Waterbury will be available. I would suggest to the Council that even though you have pretty much demonstrated a "hands-off policy" as the Committee on Aging is concerned, this is a matter which you are heavily subsidizing the New Haven Transportation Authority is also involved in and that is why Tom Myers keeps the budget separate. I think it is time to ask some questions. You may have some interest in this. The way it is run now, it is not fair to the seniors.

Mr. Parisi asked the Mayor to look into the situation and ask for a review of.....



Mayor Dickinson stated that he would ask Virginia Phillips for a report and we can see how they schedule and what their rationale is for what they are doing. We can get a report and then you can decide if you want to put it on the agenda or not.

Mr. Parisi stated, that is interesting. I think it would be interesting to know.

Vincent Avallone, 1 Ashford Court stated that he had a few questions pertaining to Tyler Mill. In anticipation of being reminded that I am an attorney, I don't think that fact precludes me from asking some questions just like any other Wallingford resident might ask.

Mr. Parisi stated, I don't think that anyone will question your being an attorney.

Mr. Avallone stated, the purpose of my questions is to ensure that Chapter VII, Section 4 (7) of the Wallingford Charter is complied with in the future when dealing with contracts of \$2,000 or more. That specific part of the Charter states, "such contracts shall go out to bid or the Council shall waive the bidding requirements." That is my understanding. If anyone on the Council has a different understanding, I would appreciate it before I go any further they let me know.

Mr. Parisi answered, no, go ahead

Mr. Avallone asked, do you agree with that?

Mr. Parisi answered, we are acknowledging the fact that it does say that in the Charter, yes.

Mr. Avallone asked if the Corporation Counselor present, Adam Mantzaris, had the opportunity to review the legal opinion by Attorney Frechette?

Atty. Mantzaris answered, I have it.

Mr. Avallone asked, has the Council had an opportunity to look at that legal opinion or discuss it?

Mr. Centner replied, I don't have it.

Farrell replied off microphone, no one sent it to us. He repeated for the record, no one sent it to us, Mr. Avallone. I was interested in seeing it myself. It never got to us.

Mr. Avallone stated, that can be rectified but I guess there was an assumption that the(Town) attorney, Janis (Small) who does have a copy of the opinion, would have shared that with the Council. Is that something you would be interested in taking a look at?

Mr. Parisi answered, if there is an interest, any Councilor can request it and I am sure they will get it. We don't get things automatically forwarded to us; everything.

Mr. Avallone asked, if you are aware that there is a legal opinion different than the legal opinion from the Town Attorney, would you consider that important for you to review with the Town Attorney?

Mr. Parisi answered, no, not necessarily. I would be inclined to agree with the Town Attorney. That is why, with all due respect, that is why that person is the Town Attorney.

Mr. Avallone stated, in general, attorneys make mistakes and the issue that Janis Small rendered her opinion on and Atty. Frechette rendered his opinion on, is an extremely important issue. It will impact, let's forget about the past, let's think about the future. Other situations, similar to this, may arise and you, the Council, have to make decisions that go along with the requirements of the Town Charter. There is an issue now whether what transpired, whether there was a violation of the Charter or not. I would think, and I can only say for myself, if I was a Councilmember and I had the responsibility of this town in my hands, if there were two divergent opinions on an issue, I would want to be educated on both opinions. I would want to have the attorney that provided me with the opinion review the other opinion and tell me what holes there were, if any. Because, without doing that, I don't think you are capable of making an informed decision in the future over similar incidents.

Mr. Parisi stated, if this other opinion was important and so impactful then perhaps I would think that that attorney would have sent that opinion to these Councilors on his own so that we would be well-informed on the issue. I would take it just one step further if I may, I would think that if the attorney who had issued this opinion so different from the Town Attorney was, in fact, so concerned, aren't there channels.....I am not trying to be wise but I am not a lawyer, that he could pursue to do what every he wants to do?

Mr. Avallone replied, absolutely. I agree with that, that is fine but it may not be necessary to pursue those avenues which could be costly to both the Town and the people pursuing that action if the two opinions were reviewed and may be the two attorneys could form a consensus. Some attorneys do agree that they have made a mistake. Not only that, the Council could review both legal opinions and, in some situations as hard as it may seem, common sense may rule and they may get more satisfaction in one opinion than the other. That, to me, would be the step to take first.

Mr. Parisi stated, I don't have a problem requesting the opinion. If any Councilor wants it, all he has to do is pick up the phone and ask the Town Attorney and I can't believe that it wouldn't be forthcoming unless I am wrong, correct me.

Mayor Dickinson stated, I don't think that I wrong. I think the other opinion though was formed without any discussion with my office, without any contact with the Town Attorney, I don't know

what facts were utilized in forming that opinion and I believe it is based upon the assumption that the Council knew nothing about the hiring of the Realtor which we all know is not a correct assumption; the Council was fully-informed on that. I would question that there is a problem with the Charter, I don't believe there is and you can speak with the Town Attorney about it.

Mr. Avallone asked the Chairman if he could respond to the Mayor?

Mr. Parisi replied, I am not trying to stifle anyone but I really don't want to get into a legal debate either. Go ahead, make your point.

Mr. Avallone continued, I am not sure, Mr. Mayor, you said something about the legal opinion; you haven't read it or you don't know the facts upon which the opinion was based and yet you are making some assumptions, I am not clear about that but, if you read the opinion, which I can't believe.....if you read the opinion you will see the facts upon which that legal opinion was rendered because they are stated there as fact, not implied fact as stated in Janis Small's opinion. I think if you read that opinion you will absolutely see the facts upon which that opinion was rendered.

Mayor Dickinson replied, can I ask you, is one of the facts that the Town Council was fully informed that a Realtor was going to be retained?

Mr. Avallone answered, I believe it says that the Council authorized you to hire a Realtor, yes.

Mr. Parisi asked Mr. Avallone to proceed with anything else he had, he stated, I think this issue is clear; if we want to, we could request the opinion. I, personally, if you make a note, Adam (Atty. Mantzaris) I would like to have it sent to me. I think Mr. Farrell would. Why don't you send everyone a copy of it, just to have it done.

Mr. Avallone added, I hope you will discuss it with Attorney Small.

#### WAIVER OF RULE V

Motion was made by Mr. Rys to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Discussing the Use of the Parade Grounds, seconded by Mr. Knight.

TE: Zappala was absent; all others, aye; motion duly carried.

Motion was made by Mr. Rys to Allow the American Legion Shaw-Sinon Post #73 in Wallingford to Use the Parade Grounds on September 2, 1999 for Commemoration Ceremonies at 7:00 P.M. The American Legion will erect a tent on the left side of the Parade Grounds facing Town Hall; will

display 6-8 torches with security and a podium to be set up by Public Works, seconded by Mr. Farrell.

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

ITEM #6 AFSCME Community Action Committee Presentation

Mr. Thomas Lukowitz, AFSCME, Council 1183 member stated that the union is putting together the Co-Ed, Slow-Pitch Softball Tournament to benefit Wallingford Habitat for Humanity which will be held on Saturday, August 28, 1999 in the afternoon at West Side Field. The championship game from the afternoon tournament will take place at 7:30 P.M. The winner of the championship game wins the right to play against the Mayor and Town Council team on Friday night, September 10, 1999. All proceeds will go to Habitat for Humanity which does not receive any funding from the United Way, state or federal grants; they have to raise all their funds themselves. Mr. Lukowitz stated, this is a wonderful program that is not about charity but about giving working families the opportunity to have a home of their own. For that reason, the union felt this was something that we wanted to maybe exploit the way the newspaper reports the differences between the Town's administration and unions and have a little fun with this. Thank you for saying that you will participate in this. May we advertise our schedule of events on the Government Access channel?

Mr. Parisi answered, yes.

Mr. Lukowitz invited everyone down to West Side Field on Saturday, August 28th to enjoy the tournament which commences at 2:30 P.M. Rally the Raven who is the mascot for the New Haven Ravens will be at the championship game at 7:30 P.M. He stated, we have not been able to contact all of the businesses in town for sponsorship but those we have contacted have been very cooperative. It has been very well-received. When I contacted the Mayor and Town Council to tell them the unions will have tee-shirts for uniforms, it was learned that there were no funds in the budget to provide the same to the Councilors and Mayor. One of the businesses in town that is going to be supplying the trophies for the home-run derby has offered, kindly, to make shirts for the Town Council and the Mayor's Team; it is New England Enterprises in Yalesville on Main Street. The rain date for September 10th will be Saturday, September 11th at the same time, same place. Thank you very much for this opportunity tonight.

Parisi stated, we were going to come in tuxedos but you saved the day for us by saving us some money. I want to correct the name of the team which is the "Town Council and the Mayor as Designated Hitter".

Mr. Lukowitz stated, so noted.

Mr. Parisi stated, we have a few surprises, we have been working on this.

ITEM #7 Consider and Approve an Extension of the Termination Date for Garden Road Homeowners to Occupy Property - Town Attorney

Correspondence from Town Attorney Janis Small states that it is expected that the closings will take place sometime in September. The owners are requesting an extension until May 31, 2000. The owners have two reasons for this request; first, as winter approaches, it becomes more difficult to purchase a home. Second, with children in school, moving in May will be less disruptive.

Motion was made by Mr. Rys to Approve an Extension Date Until May 31, 2000, seconded by Ms. Papale.

Mr. Farrell stated that it is a good idea to try to accommodate the homeowners. It has been a long process and it will be difficult for them to find homes during this time period. He is concerned that once the closings take place there should be some type of hold harmless...in other words, if there is flooding over the winter season and at that point we are the property owners and they are, in effect, tenants, that there be something in writing that states we are not liable for making that accommodation.

Atty. Mantzaris stated, it is not in writing. We can obtain that through another session in court or at the closing but it has been considered. It is our understanding that all risk will be on the homeowners following the closing. I am not sure whether there is something in writing about that or if the judge has made such a recommendation. We can find out and make sure that is the case.

Mr. Farrell pointed out, part of why we are doing this is to eliminate the Town's exposure.

Mr. Zandri asked, once the Town becomes the property owners and we still have people living there, will this property then be covered under our liability policy if anyone is injured on the property?

Atty. Mantzaris answered, yes, it will be covered under our policy.

Robert Sheehan, 11 Cooper Avenue stated, there is another item on the agenda tonight after this about the land in Durham. You are going to receive \$790,000 for the sale and I know you want to use that money to go towards the purchase of the Cooke property but that \$790,000 is roughly the amount of money the Town is waiting to get from the State to settle Garden Road. Take the \$790,000 out of our reserves and settle it now.

Mr. Parisi asked, wasn't there a legal opinion that you could not do that; take existing money and pay it off? I thought there was some .....

Mayor Dickinson stated, what we are getting into is how to finance these projects. As you know, we do try to put what cash we can toward any project. Even though we have an ordinance indicating the authority to borrow, we avoid, in most cases, trying to have to borrow all of what we are authorized. The intent of Mr. Sheehan is followed. You would have to get into details about the financing on the Cooke property in order to find out exactly what dollars are going where. We do use cash in order to avoid bonding costs, whether it is on Garden Road or on Cooke or wherever.

Pasquale Melillo, 15 Haller Place, Yalesville stated that the item should be tabled because of the liability impacts.

Diana Hotchkiss, 38 Clifton Street asked, will the residents pay the Town for residing in their homes after the closing takes place?

Mr. Parisi replied, I don't think so.

Ms. Hotchkiss asked, the residents will live there rent-free until the year 2000?

Atty. Mantzaris answered, that is right, they will live rent-free until May of 2000.

Ms. Hotchkiss stated, there will be no taxes paid on the property either since it will belong to the Town. I agree that something needs to be done for the homeowners but I understand that there are people on Garden Road who have moved out of their houses and are renting their homes. The Town buys the house, they continue to charge rent to someone until the year 2000, they pocket that money and we get nothing including taxes, is that right? Are they still going to pay the utility bills?

Mayor Dickinson responded, you cannot represent it as rent-free because anyone still living there must be paying mortgage costs.

Ms. Hotchkiss repeated, after the closing, their mortgages will be paid off. They will live there rent-free and could feasibly move out and rent their homes to someone else. I am not against the idea of residents getting their money, I believe the Town should have settled this a long time ago but I do believe that you should let someone live somewhere rent-free and have to carry high liability insurance.

Mayor Dickinson corrected his statement noting that the settlement is occurring at one time so the mortgages, most likely, will be paid at that time.

Mr. Parisi stated, it brings up an interesting question, can we document that? I think that is important.

Sue Delvecchia, 5 Garden Road stated, there is no homeowner renting out their house. The only one would be Donald Ahearn (Builder). There is not one property owner; I am not doing that, there is no one so I don't know where that information may have come from. There is absolutely no one renting, I know everyone personally on that street. There is absolutely no one renting. We will be responsible for certain things, that has been ironed out between the attorneys. From our understanding we are responsible to carry all our utilities, renter's insurance and some other stuff.

Mayor Dickinson stated, Atty. Small is on vacation and she is the most familiar with this. I don't think there is a problem.

Howard Greenberg, 9 Gina Lane stated, as a Real Estate Broker in town I would urge the Council to agree to an extension because there are very, very few properties on the market for sale right now. Attorney Farrell can attest to that. The properties that are going on the market are selling fairly quickly but the selection and choice is not there like it has been recently. I would urge you to extend.

DTE: Zappala was absent; all ayes; motion duly carried.

ITEM #8 Consider and Approve a Contract in the Amount of \$790,000 with the Town of Durham for the Sale of Property Owned by the Town of Wallingford - Mayor

Motion was made by Mr. Rys to Approve the Contract and Append a Copy of It to the Minutes of This meeting, seconded by Mr. Centner.

Mr. Zandri stated that he would vote in opposition to approve the contract, the reason being that it is his position that the Town should have solicited additional proposals for the purchase of the property and therefore could have maximized the amount of money it received for it. If you look at what the Town is receiving per acre for this property versus what the Town paid for some of the property it purchased recently, the Town, in his opinion, is getting a bad deal on this sale.

Mr. Farrell stated that he would be voting against the contract for a very different reason. He stated, if we are going to sell it to anyone then selling it to the Town of Durham so that it is used as open space is a benefit to the Town of Wallingford. As a matter of policy, however, he did not agree with selling any open space even if it is located outside of the boundaries of Wallingford. He understands where his colleagues are coming from in feeling that it should be sold so that the Town can purchase further open space in Wallingford. He supported the concept of what his colleagues are trying to do but not this specific item.

Reginald Knight, 21 Audette Drive asked, how many acres are in the Durham parcel?

Mayor Dickinson answered, 157.75 acres.

Reginald Knight asked, how much does that come to per acre? Is that \$5,000 per acre?

Mayor Dickinson answered, I haven't done the math; have you done the mathematics?

Reginald Knight asked, how much did we pay per acre on that swampy land in Tyler Mill?

Mayor Dickinson answered, around \$40,000 or \$50,000 an acre.

Reginald Knight asked, if we took the land in Durham and sold it at \$5,000 when we are paying \$50,000., it just seems bad mathematics to me somewhere down the line.

Mayor Dickinson stated, the sale price, as you know, is based upon an appraisal performed by an expert and all pieces of property are not equal in value and that is why appraisers do their work..

Mr. Parisi replied, I think most people realize that.

Wes Lube, 15 Montowese Trail asked, in view of the fact that the Council had previously voted to apply this to the previous purchase of the Cooke Property, is this the last time this subject will be coming up on your agenda?

Mr. Parisi answered, I guess it would be. If we approve this tonight is there anything else that would cause it to come back to us? I don't think so.

Mayor Dickinson replied, the only thing would be if something comes up in the environmental review that would cause us to re-visit the subject.

Mr. Lube stated, back in the days when Bill Bertini was our first mayor and when he was previously our first selectman, we had the Town employ a major hydro-engineering firm to do a survey of the long range water needs of the Town of Wallingford. This study indicated and they recommended that the Town investigate the possibility of purchasing a significant amount of acreage on the other side of the ridge. If I recall correctly it started out at 600 or 700 acres of land. We decided that it was more than we could chew. We did approach the Town of Durham and the first selectman of Durham told Mayor Bertini that he had just had the town citizens approve a bond issue for the building of the Cuginchaug High School and they were tapped out. Durham thought it was a terrific idea but they just couldn't help. Middlefield and Middletown were both interested because the headwaters to the brook across the Fitzgerald Property (Durham Lane) originated in those two respective towns. For some reason, Mayor Bertini would not talk to either of those towns, he would not even discuss it with



em; he brushed them off in the newspaper. As a result, we were left alone with no one that could assist in the purchase of this land. He turned to the State who was willing to kick in a certain portion but it still left us short of our own capabilities. Mayor Bertini, who was a lifelong republican, got on the phone and called up a gentleman who is still a very well-known resident of our town, Walter Dubar, who at that time was a Water Commissioner and extremely influential in democratic circles. He asked Walt for his help. Mr. Dubar put on his suit, got on the train and went down to Washington, D.C. on behalf of Mayor Bertini and the land. As a result of his efforts he came back from Washington D.C. with a commitment that enabled Mayor Bertini to reduce the amount of purchase to 215+- acres, which you are retaining a portion of along the ridge. It was the result of Mr. Dubar's efforts and the federal money that this all came to pass and I think we invested less than \$20,000 in the deal and we are coming out smelling like a rose because one individual citizen went out of his way for a member of the other party. That is nice to hear.

Pasquale Melillo, 15 Haller Place, Yalesville asked the Mayor to explain to him why we are selling this property for \$5,000 - \$6,000 an acre which is much less than what we paid for the Cooke property and even much more less than the recent purchase price for the land one of the previous speakers referred to.

Mayor Dickinson replied, the explanation has been that two appraisals have been done on the property and they came with \$5,000 or \$10,000 of each other. The Town of Wallingford had an appraisal performed as well as the Town of Durham. The two separate appraisers looked at the property and came to almost identical conclusions as to its worth. We are basing this transaction upon the opinions of experts in valuing real estate.

Mr. Melillo stated, we, the taxpayers, are entitled to much more detailed and specific information. That is too general a response. It does not specifically describe the enormous difference. We are being asked to take this, in general, without any detailed explanation; not knowing why there is such an enormous difference.

Mayor Dickinson answered, the appraisals are available for review and this has been an item that has been pending for a significant period of time and the information is available if you want to review it as to what the appraisals say and the basis for the conclusions reached.

Mr. Melillo asked, are we going to be retaining any of the property?

Mayor Dickinson replied, yes, but I won't try to guess the acreage; we are retaining some property that surrounds the ridge.

Mr. Melillo asked, how is that going to affect our relationship with Durham?

Mayor Dickinson replied, I don't think there will be any impact at all. The Town of Wallingford will continue to own that property and the Town of Durham will enjoy the results of our ownership.

Mr. Melillo urged the Council to reject the contract in the interest of the Wallingford taxpayers.

Jason Zandri, 12 Circle Drive asked, the total amount of the sale is \$790,000., what is the total appraised value of the property?

Mayor Dickinson answered, \$790,000.

Diana Hotchkiss, 38 Clifton Street asked, when did the appraisal performed?

Mayor Dickinson answered, it is not very old. We can get the date. The date has to be fairly frequent because the State won't approve the value of the property unless there are two appraisals within a certain period of time of one another.

Ms. Hotchkiss asked, how much did we pay for Tyler Mill property?

Mayor Dickinson replied, approximately \$46,000 an acre.

Ms. Hotchkiss stated, for property that we never got percolation tests back on? I don't know how that sounds like a good deal for the Town of Wallingford.

Mr. Parisi stated, land is valued in different ways. You buy a Chevrolet and you buy a Cadillac. You don't get them for the same price. You buy good land and you buy reasonable land; there is a lot of difference between them. Mr. Greenberg could explain that to you very easily.

Mr. Farrell stated, one of the reasons why we never went forward with any use of the land was because there were legal restrictions on some of the land and that prevented our use of it. That is something that may be a factor in the value of the land. To try and equate this land with other land without taking that into account is sort of faulty. Legal restrictions that prevent some type of dense use are certainly going to lower the value of land so there is not an equation that an acre here is worth the same as an acre there.

Mr. Zandri stated, I thought the legal restrictions on that land was because it was purchased with state or federal dollars and it was considered open space?

Mr. Farrell answered, if I recall correctly there was some subdivision regulations that the neighbors were using to prevent the construction of the golf course.

Mr. Zandri stated, because it was the way that it was purchased.

Mr. Farrell replied, the point I was making in reference to value was, certainly an appraiser might...an appraiser will go and look at some of the land records and it may have been that the appraiser discovered the subdivision restrictions that the neighbors had also discovered and were using to prevent the golf course. That could have lowered the value of the land.

Mr. Zandri asked, were those restrictions because of the way it was purchased?

Mayor Dickinson replied, no, they pre-existed the purchase by the Town of Wallingford. The Town was restricted by the grant restrictions but we were purchasing property that already had covenants on it that the original owner had placed upon the property as to how it could be developed. They were still there and I think that is why Mr. Zappala ran into trouble as Mr. Farrell referred to. People living on the property were not willing to sign off on a golf course because the restrictions prevented other uses on the property.

Mr. Zandri commented, you can have property appraised which is someone's best estimate as to what it is worth, but it is actually worth what someone is willing to pay for it. A good example would be, when we had the housing frenzy, people were actually bidding higher than the asking price just because they wanted that particular parcel. Ourselves, we wanted the Cooke Property and some of us wanted the Tyler Mill Property and we paid higher than the appraised value to acquire those pieces. The appraised value is strictly an estimate, it is really what the individual who is seeking the property is willing to pay for it.

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

ITEM # 9 PUBLIC HEARING on an Ordinance Amending Ordinance #454 Entitled, "Nuisance Cat Ordinance" as Requested by Councilor Stephen W. Knight, Chairman of the Ordinance Committee - 7:45 P.M.

Mr. Knight stated, this ordinance has been in effect for some time, roughly a year, and it hasn't achieved the effect I thought it would and the Ordinance Committee sat and has made three small changes to this ordinance. One is to add a definition, two was to spell out the procedures in the prior ordinance or version of the ordinance which were lifted from the State Statute out of which this ordinance sprang. The third is to add a specific fine of \$60.00. I am sure that anyone who is interested can obtain a copy of this ordinance. That is the intent.

Laura Azevedo, Assistant Animal Control Officer on behalf of Kathryn Lindenman stated, I have a statement that Kathy would like me to read into the record:

"We all know the problems associated with this ordinance. Cats can roam free. If we are trapping cats that are allowed to roam how do we know we have the offending cat? We are taking any cat to the pound and have no idea if it is the right cat or not. There is no way to document which cats are doing the damage. As in the ordinance it pretty much states that any cat that does damage needs to be impounded and you need to pay the fee to have the cat returned to you. But there is no way to prove the cats are doing damage. The progress that we have made is that we have cleared out the cat population on Seneca Road. We cleared up a small colony on North Farms Road but all we are doing right now is clearing up colonies, we are not helping with the ordinance at all. Cats are still doing damage."

Ms. Azevedo stated, there is one case you may have read in the paper yesterday where a lady is still getting damage and feces in her yard from the neighbor's cat and there is no way we can enforce this ordinance based on what you have given us. There is no way to prove that this particular cat has done the damage. When it went to court it was thrown out; they said she didn't have to pay the fines nothing was done really. There is no law stating that cats can't roam and so what we are doing is trapping cats that are allowed to roam and there is no law saying that they can't. That is pretty much what Ms. Lindenman wanted to say with this statement.

Irene Buijnarouski, Valley Street stated, I have been here many times for the same problem with cats. They are not my cats but my neighbor's cats. They are beautiful cats; I like them, they like me. I don't like what they do. My vision is good, my hearing is good, my computers (mind) are running beautiful and I passed my driver's test. On February 22, 1999 five of us people were subpoenaed by the State of Connecticut to appear in court. There were five of us who were subpoenaed; myself, the young woman across the street with three children, my neighbor next door with his two children and the woman who owns the cats. Our Animal Control Officer, Kathy, was there, too. We went to court and took an oath to tell the truth. I did. Out of the five people who told the truth, four told it and one didn't. You know who that person is. She lied; she lied and lied. I don't like liars. I had been in the hospital and not feeling well. The policeman gave me a statement in my mailbox and I didn't know what it was about. It was Officer Fitzpatrick and I had just come from Dr. Spivack, the heart doctor. He said everything was fine. He said it was just pressure and tension. I tried to call to number circled on the front of the statement that was circled. They told me that this policeman, Ofc. Fitzpatrick is on vacation until Thursday. My curiosity was killing me, I wanted to know what I did. A gentleman sitting up there (on the Council) happened to know the Chief of Police and he said that it was this woman who has a cat and is saying that I am walking around the neighborhood telling all the children that I am out to kill her cats and I am a cat lover. I am going to kill her cats? That does not make sense to me. I hope something is done about this soon because I have had to put up with this for four years. My car needs a paint job and I know that her cats....I have several pictures here ...does anyone want to see them? When am I going to stop going out there with a coffee

can picking up feces everyday. In nine months I have filled twenty-two coffee cans and I am telling you the truth. Does anyone on the Council want to volunteer to pick up the feces starting tomorrow?

Mr. Parisi stated, I have seen your yard, I was down there.

Ms. Buijnarouski continued, I am sick and tired of this. I own the property, this my land. I have grandchildren. No cook-outs, no birthday parties, no nothing, why? Do you want to smell cat feces on a terribly hot, humid summer day? It is sickening, it is disgusting.

Jason Zandri, 12 Circle Drive stated, the way I understand this ordinance and the way it is laid out is that the fine that is being charged per offense was \$15 and we are looking to amend to \$60.00 is based solely on damage done; this is not like your dog is loose and you are getting fined because your dog is loose. This is damage done by cats, is that correct? If I own a cat and my cat is loose and the Animal Control Officer brings my cat back to me or I go to the pound to pick up the cat am I being charged because the cat was loose or because it did damage? It sounds to me like this woman got her case thrown out of court due to the fact that there was no proof that the damage was done by her cat.

Mr. Parisi answered, it was because the cat was loose.

Atty. Mantzaris stated, it was loose and did damage.

Jason Zandri asked, then why didn't the person have to pay the fines? The cat was returned to her on 9/3, twice on the 9/19, once on 10/18, once on 25th of October and November 24th. Clearly it was her cat and clearly it was loose, how did the woman get her cat back without paying the fine?

Mr. Parisi stated, I agree with you.

Atty. Mantzaris stated, I spoke to the prosecutor after the case was finished and what he told me was that there was no testimony by any of the witnesses that placed the neighbor's cats as actually having done the damage or actually defecating on the property.

Jason Zandri asked again, the cat is in the trap. You are going to get your cat back; you are going to pay the A.C.O. the fee, how does the woman get her cats back without paying the fee?

Mr. Parisi replied, I don't understand that either.

Atty. Mantzaris asked Jason to ask the question once again.

Mr. Parisi stated, the cat is in the trap. The lady has to go and get the cat. By picking the cat up she acknowledges that it is her cat.....

Jason Zandri stated, the argument that "how can you prove my cat did the damage?" I could see. But how can the argument be that "this is not my cat but I will take it". I am still confused about how the woman got her cat back after the A.C.O. picked up the cat.

Atty. Mantzaris replied, there is no argument about whose cat was in the trap. The question was, no one saw the cat doing anything except being in the trap.

Jason Zandri stated, the cat is in the trap; it is not in the owner's yard, it is in somebody else's yard. This is a fact. So now the fine of \$15 under the current ordinance is because the cat is in the other person's yard, correct?

Atty. Mantzaris answered, no, it is not a fine, it is if a cat is caught doing some damage, it is picked up by the A.C.O. and if the owner is known and the owner comes down to pick up the cat, she will be charged a fee of \$15 but also she will get a ticket for the cat having done some damage. The \$15 is not a fine but a return fee charge.

Jason Zandri stated, so this woman got the cat back six times according to the newspaper article and did not pay a fee any of those times?

Atty. Mantzaris replied, I don't know if that is a fact.

Jason Zandri stated, the article reads, (Ms.) Pierce was cited by A.C.O. on September 3rd, twice on September 19th, on October 12th, October 25th and November 24th. Further down the article it says that she says "without proof that it was in fact her cat that committed the damage, she will not pay one red cent. My question is, how did she get custody of her cat without paying the fine?"

Atty. Mantzaris replied, they weren't charging the \$15.

Jason Zandri stated, I can understand letting someone go but I am sure that everyone in the room will agree that if residents in a school zone were calling about a blue Camaro that was speeding up and down the street and the police officer continually let the Camaro go, the people would be irritated to the least, if not concerned about the policy at hand. I think this woman has been given....I don't even know the woman and before it goes any further as far as whether I like animals or not, Wallingford Jaycees had a food drive over at Shaw's a few weeks back and I donated over 100 pounds of dog food. I believe that animal owners have a responsibility to their pets and their neighbors and if they don't have that responsibility then they ought to have accountability for what ever is going on.

Atty. Mantzaris replied, I agree.

Jason Zandri stated, I have my car out in the driveway and on any rainy day you can come by my house and you will see cat prints all over it. Cats are the only pets that are kept with the idea of just letting them out. The cat is crying at 2:00 a.m. and the owner opens the front door and out it goes and I have to listen to the cat howl in the neighborhood. A comment was made that there is no law as far as cats being allowed to roam; there is no law against it, maybe there should be. I don't know of any of the owners on my street that have dogs that let the dogs out. The dog may get out, the dog may get off its leash, the dog may get under the fence but they are held accountable and if the pound has to pick up that dog, they are charged. I think this ordinance is a good idea and I think that it needs to be enforced because what ends up happening with laws and ordinances that are written and they are good, but don't get enforced, it causes people to take the matter into their own hands because they can't get any restitution.

Atty. Mantzaris replied, I agree.

Jason Zandri stated, If I had to go out of my way to at least get this woman to pay the fine and that wasn't getting done either? I can waste my time going on and on or do you know what I can do? I can pick the trap up when it has the cat in it, put the trap in the trunk of my car, drive out to Naugatuck and leave it at the shelter over there because it will never get back to where it belongs and that cat is in my yard.

Mr. Parisi stated, you don't want to do that.

Jason Zandri continued, I don't want to do that and I should not have to do that. I really think, again, if you are not going to act responsibly with your pets and have respect for your neighbors then you should be held accountable for it. If it comes to be a \$60 fine every other day that you cannot afford, then you have to either find a way to take care of the problem or to get rid of the cats. I would be the first person to say that we need to solve the animal problem, not just bring the cat to a shelter and hope someone will take them before they are put to sleep because I would not want to see that either. I think this ordinance is going in the right direction; increasing the fine is a good idea but perhaps something that can be considered at some point is just like a leash law; just like a license law for dogs, something should be done with the cats. There are more loose cats than loose dogs and why should dog owners be singled out as people that need the license and the need to put them on a leash. If the cats are out there maybe they should be too.

Mr. Parisi answered, I think we are in agreement.

Diana Hotchkiss, 38 Clifton Street stated, in answer to Jason's question, how does this woman get away with this? The Animal Control Officer catches the cat, walks two doors over, writes out an infraction for the cat for being on someone else's property then she hands the woman back the cat, gets in her van and leaves. She leaves, the woman lets the cat out the back door and Animal Control's answer is, "there is no law about a cat roaming free". That is her exact words to anyone that has a complaint. I was at the court when this case was heard. I have a copy of State Statute 22-3. I know a lot of you have been down to Mrs. Buijnarouski's house so you know just how bad it is. Starting on July 12th I started cutting out of the newspaper all of the "free cat" ads; the section that the Record-Journal provides free. Out of the paper, for twenty days the Town of Cheshire had four impounded animals; the Town of Meriden had nine impounded animals; Southington had two. This is from July 12th to August 2nd. Wallingford had one rotweiler. I don't know how they are dealing with cats down there but I took it upon myself to go down there tonight to see how they are dealing with cats. I was at the budget meeting when the Dog Pound asked for more money to buy more cat traps. On the door hangs a sign, "Two loose cats in the office, please do not let them out, Thank you". She was not there tonight or I would have went in to see if they were the same two cats that were there nine months ago when I was down there. I believe what is happening down there is, the A.C.O. is not advertising that the cats needs to be picked up or put to sleep, she is turning them into pets, you are walking two doors over and handing them back to the people. The state is the one who has to collect the \$15, it is not collected locally. Another problem we have is, our Dog Pound is closed on Monday and Sunday. Which at this point I am going to start calling the Police Department because I was told that they are supposed to handle the animal control problems on Monday and Sunday. First off, for cat problems and secondly for the dogs that roam free in this town. The same woman who spoke to you a few moments ago, her daughter was bit by a dog that roamed free on a Monday because the A.C.O. was not available to go and get the animal. I was also in court the date this case was heard. In your ordinance that exists now, you refer to State Statute 22-332d. Do you have a copy of that statute in front of you?

Mr. Knight apologized that he did not have a copy and stated, I had obtained the information about the particular statute from the Law Department. That is not to say that we did not review that state statute in depth when we published the original ordinance.

Atty. Mantzaris stated, the revised ordinance has the specifics of the state statute that you referred to. I think you have the older copy.

Ms. Hotchkiss stated, in court, the prosecutor threw out the case before it ever appeared before the judge. We went into a pre-hearing. He informed us that because section 22-332d was not taken into consideration, it could not be upheld. I want to read the following:

"Any cat captured or impounded under provisions of subsection (a) of this section shall be redeemed by the owner or keeper thereof, or the agent of such owner or keeper, upon proper



identification, and presentation the municipal animal control officer of a license, tag or other means of identification for such cat, and upon the payment of such owner or keeper or his agent of (1) the redemption fee established by the municipality, which shall not exceed fifteen dollars, and (2) the cost of advertising...", which in our case is free because they don't charge us anything at the Record Journal. "When the owner or keeper of any such impounded cat fails to redeem such cat within twenty-four hours after receiving notification to do so, or, where the owner was unknown, within twenty-four hours after notification was effected by means of publication in a newspaper, such owner or keeper shall pay, in addition to such redemption fee and the cost of advertising, the amount of be determined by the municipality to be the full cost of detention and care of such impounded cat. In addition, any owner or keeper of any such impounded cat who fails to redeem such cat within one hundred twenty hours after receiving notification to do so shall have committed an infraction. The legislative body of the municipality shall set any fees imposed by the municipality under this section."

Ms. Hotchkiss stated, if this was available when the first ordinance was written so I know it is still available for the revision which says to me the A.C.O. is not doing her job when she walks two doors away and hands people the cat back again when the law already stated back then prior to this ordinance ever being brought up that she was to go to the pound, which to me says that if that animal sits at that pound for five days then the owner also needs to pay for the fees to take care of that cat. It also states that the cat shall be put to death. I don't think the cat should be brought two doors over and say, "hi, I just caught your cat next door, is it yours?" and handed back to the owner who then lets it out the back door.

Mr. Parisi stated, I agree.

Ms. Hotchkiss continued, I believe that the A.C.O. has too many cats herself to enforce our cat issue. It is only hearsay but I hear she has ten cats in her own house at home and that is a conflict of interest for our town.

Ms. Azevedo replied off-microphone, she (Kathryn Lindenman) does not live in this town.

Ms. Hotchkiss replied, that is the worst part because when she is needed, she is not available but then we hire people out of our town all the time. I know when she came before the Council at budget time, she asked for two part-time people. I don't see why two full-time people...three people working forty hours a week down there can't have that office open instead of people trying to get away with what ever they can in this town. Or there be people that all of a sudden decide that since the pound's answering machine is on, they are not coming after me and the cops are too busy to come and bother me so I will let my dog run loose. It is seen every Sunday and Monday. The dogs run loose. Call the Police Department, they have enough to do in this town and I am not going to quote the newspapers because they don't print half of what happens in this town that the police do answer to. I

think all of these things have to be taken into consideration. Mr. Knight if you would like a copy of the letter I got from the judge you are welcome to a copy.

Mr. Knight stated, Diane, if I am not mistaken what you were reading is Section c of the second draft.

Ms. Hotchkiss stated, you are absolutely right. I will read you section 22-332d:

“Any Animal Control Officer from a municipality which has adopted an ordinance under section (b) may take into custody any cat found to be damaging property other than the property of its owner or keeper or causing an unsanitary dangerous or unreasonably offensive condition unless cat can be identified as under the care of its owner or registered keeper of feral cats. The officer shall impound such cat at the pound serving the town where the cat is taken unless, in the opinion of a licensed veterinarian the cat is so injured or diseased that it should be destroyed immediately in which case the municipal animal control officer of such town may cause the cat to be mercifully killed by a licensed veterinarian or disposed of as the state veterinarian may direct. The municipal animal control officer shall immediately notify the owner or keeper of any cat so taken, if known is impounded. If the owner or keeper of any such cat is unknown the officer shall immediately tag or employ such suitable means of identification of the cat.”

Mr. Knight pointed out that what Ms. Hotchkiss just read is Section 5, paragraph a of the ordinance. All that you have been reading is in the ordinance.

Ms. Hotchkiss replied, this is the grounds that your original ordinance was thrown out of court. They quoted these (statutes) and they were nice enough to give me a copy of our town ordinance at the court and also give me a copy of the reason why they threw it out. They said this 22-332 that you refer to was never upheld in this paper.

Atty. Mantzaris stated, let me clear up a misunderstanding here. Unless the cat is found to be doing damage or causing unsanitary conditions, there is nothing that can be done with that cat; no \$15, no ticket. It has to be found to be doing damage or causing an unsanitary condition before the owner can be given a ticket and before there could be a redemption fee of \$15. You read something a little while ago which explains what was happening at the time of these infractions. That was, causing an unsanitary or dangerous condition. Unless such cat can be identified as under the care of its owner or registered keeper of feral cats. The cats that were doing damage to the property of the woman who spoke earlier, could be identified as being under the care of the neighbor and that is why they were returned to her. That is no longer the procedure but it was the procedure at that time, following what we interpreted this line in the statute to mean.

Ms. Hotchkiss asked, the ordinance will change where the animal is brought directly to the pound?

Atty. Mantzaris stated, the new ordinance does not change the state statute, it incorporates everything you read however there is a different interpretation being given to that section by my office and they will be brought to the pound.

Ms. Hotchkiss stated, that particular animal has done much damage to the woman's house. Jerry (Farrell) I have a letter here from you and I will not read it but I have a letter here from you and your father, too. I know you know the damage that is going on. I will leave this here if you want to include this in your paperwork. They have invisible fencing out there for cats and I think that if this woman wants to keep eight to twelve cats on her property, in court she claimed, "oh, my babies" but I want to know who, in here, has a baby that would just open the back door and let it go out. I agree that people have the right to have cats but I also feel...I was at a meeting a few years ago in this town where I went in to fight my taxes and the Rod and Gun Club was there and said to the hearing officer, "irregardless that we did repairs, we don't expect our taxes to go up". This woman lives on property that she can barely walk on the sidewalk of the town. It is totally despicable.

Mr. Parisi stated, I have been there. I think we have all been there at one time or another.

Ms. Hotchkiss stated, I spent all night on the internet copying information. If you want to put this in a humorous light, "How to toilet train your Cat" (displays information downloaded from the internet) and How to Toilet Train Your Cat Step by Step and How to Reward Them". Tell her to keep the cats In the house and train them in the house but as far as going outside of the house, put up a fence but do something. Nobody should have to live this way and this has been going on for more than five years.

Mr. Parisi, I agree. You did a lot of work and I thank you for all your work.

Ms. Azevedo, Harnish Lane stated, the two loose cats in the office, she (Ms. Hotchkiss) used as an example, those two cats belong to Kathy (Lindenman) and are kept at the pound as office cats. The dog pound has always had office cats.

Mr. Parisi asked, why? Why are they kept at the dog pound?

Ms. Azevedo repeated, we have always had office cats at the dog pound. We don't hoard cats. Right now the only cats at the pound are kittens and two adult cats; one is an abused case. We don't hoard cats, we get them out of there as soon as we can.

Mr. Parisi stated, you don't have the luxury of "as soon as you can". You have a law that tells you what you are supposed to do. It is not a situation where you make a judgment. It is a situation where you follow the law.

Ms. Azevedo replied, it is my understanding of the law that we have a certain amount of time to do what we can with the cats and we take as much time in that allotted time to do what we can with the cats.

Mr. Parisi answered, the question that is being raised is not what you have and what you are allowed, it is what are you actually doing. That is the concern. How many cats have been put to sleep?

Ms. Azevedo could not produce that data at this moment.

Mr. Parisi asked her to take a seat and come to the microphone with the information when she finds it.

Ms. Hotchkiss stated, I don't feel that Kathy's cats, her pets, should be in our dog pound, taking up space and telling the public not to come in because her cats are in there. If they are her pets they belong at her house, not on town property. Do we have any kind of insurance on these pets so when someone sues us because they get scratched...?

Mr. Parisi replied, I could not agree with you more. I don't think there is any disagreement with you at this table.

Reginald Knight, 21 Audette Drive stated, there are three different cats that belong to three different neighbors of mine. After all this time I cannot tell one from the other. This is going to be a big problem, the identification of a particular cat that defecates or what ever. There is also the question of, what if the cat gets injured while the cat is setting? If a cat goes in the trap on a Saturday evening, is he going to be in that trap all weekend without food or protection from the weather? What if other animals get caught in the trap, possibly rabid? We had a case of someone who was bitten by a small animal a few weeks ago and he went through hell on that. I am would not hurt a cat, but I wouldn't want one. I have a feeling that we should have the cats registered and wear a medallion with the name of the owner on it. They are required to wear a collar and if they have to do their business, the owner takes them out on a leash. If they are out without the leash or owner on the other end of it, then the cat could be picked up at any time. It is funny, when ever you see a cat laying smashed dead on the road, no one seems to want it; nobody cares about who picks it up. You call all sorts of departments and nobody wants it. With regards to the \$60 fine; if you think back to the roller-skating incident about town and we had a \$60 fine and it turned out that the state required that if you had a \$60 fine you had to fine the violator \$120. Is there any possibility of that ricocheting again because it is \$60.?

Atty. Mantzaris replied, \$60 becomes \$77. There is no possibility of that happening again.

Reginald Knight recalled that the fine was under \$100 and this is why the ordinance had to be amended to lower the fine. Otherwise it required \$120 plus a night in jail, go to court, etc.

Councilor Knight stated, we are acutely aware of what happened before and we do not want it to happen again. We are trying to fit the fine to the offense. With the attorney's assistance I think we have managed to do that. He has assured us that \$60 turns into \$77 which is below the threshold where all the fingerprinting and what not takes place. Trust me, we enacted the ordinance that we had to go back and amend. We are acutely aware of that threshold.

Reginald Knight stated, perhaps the requirement that cats be registered and have to wear a medallion with the owner's name on it and any cat that is running loose, it gets picked up. That way you don't have to worry about which one did it. I agree with the Chairman when he rapped the gavel when Councilor Knight was speaking because he had the right to be able to speak without any noise in the back ground and even if people did not want to hear him, at least let the man speak. On the other hand, you were getting what we get often while we are up here speaking. We see an awful lot of chit chat and we know it is not Council business because there is a lot of giggling and laughter. It shows what you want goes on. The Council could learn a lesson from that.

Jason Zandri, Circle Drive asked once again, if a cat is loose in my yard and I call the A.C.O., will the animal be picked up? O.K., so it won't be picked up. So this ordinance is based strictly on the damage end of what has been going on?

Mr. Parisi answered, right.

Atty. Mantzaris stated, on the damage, cats can roam.

Jason Zandri asked Mr. Knight, if a town resident wanted to put in a suggestion for ordinances, would they write specifically to you or to the Town Council Chairman?

Mr. Knight answered, either.

Jason Zandri stated, in the same line of logic that dogs need to be leashed and not let to roam free, cats need to be as well. Regardless of the fact that you can say that the cat is not that type of animal, I think something should be done.

Atty. Mantzaris stated, I agree but we can only do what the state legislature allows us to do. The legislature has enacted laws requiring dogs to be licensed, dogs not to roam loose, etc. There are many laws concerning dogs. The only law on the books for cats is the one that we are amending tonight. We don't have our own authority to require cats to be licensed or to be put on a leash. We operate upon "permission" if you want to say it that way, from the state legislature.

Jason Zandri asked, locally we could not adopt an ordinance requiring that?

Atty. Mantzaris answered, no, we could not.

Jason Zandri asked, so that means that the only recourse that a home owner has would be to perhaps purchase a trap themselves and remove the wild animals from their yard on their own.

Atty. Mantzaris replied, wild animals are another story.

Jason Zandri stated, if there is an animal in my yard that does not belong to me, it is wild as far as I am concerned. I think that something should be done. I support the ordinance, it should be passed and the fine is in order for the amount of damage that is.....I think there ought to be a way to make these people more accountable. Maybe we should start writing to the state first, then.

Mr. Parisi answered, we are trying to do it.

Atty. Mantzaris stated, that is how we got to what we have so far, by the efforts of State Representative Mary Mushinsky. The cat law was only enacted a couple of years ago, before that we had nothing.

Mayor Dickinson stated, I want to caution anyone here or subsequently watching the meeting that we not give the impression that anyone has the right to trap a domestic animal and remove it and take it somewhere else. That should not be left as an impression.

Mr. Parisi replied, I think Jason Zandri spoke more in frustration.

Jason Zandri stated, I have talked to my neighbors about the dogs and the cats and it is funny how the animals emulate their owners. The owner of the dog that gets loose is a little more receptive about it. They apologize that the dog got loose where a cat owner, in many cases, is just as arrogant as the animal they keep. They toss the animal out the door and that is the end of it. When it comes right down to it, they don't care because they are allowed to do that. If they are walking all over my car and digging in my flower garden, they don't care and that is a shame because it is allowed. What we have to do as individuals or as a group of people is, start at the state level and work down. I think it is a shame that anybody has to get to the point of aggravation that they have to even think about, "maybe I'll set the trap and remove the animal, myself." It should not have to come to that.

Atty. Mantzaris stated, if you see the cat doing damage and the cat owner is identified, that is proof.

Mayor Dickinson stated, Atty. Mantzaris is saying, if you observe the cat doing the damage that, in court, is evidence, that is testimony, that is proof if believed by the judge, that is proof that that cat did the damage and a fine would then be imposed. In the case in question, there was no such testimony.

Atty. Mantzaris added, the prosecutor told me there was no such testimony in that case that "yes, I say such and such a cat doing such and such a thing." No such testimony.

Jason Zandri stated, it seems a shame that all that effort has to be made to get someone to be responsible for their pet.

Mr. Parisi stated, this is almost beyond proof. We can beat this thing to death all night and we really are not going to get anywhere. I share the frustration.

Pasquale Melillo, 15 Haller Place, Yalesville suggested that the ordinance stay the way it is. Let the state dominate the issue of handling the cats. If anyone has a dispute they should go the state and not involve town government in the matter. You cannot tie a cat up and you cannot pass a leash law for the cats and the town could be sued so we should stay out of the matter. Animal traps are cruel and inhumane and should not be allowed.

Mr. Parisi stated, they are not inhumane, please visit the pound and look at one.

Andy Kapi, 14 N. Turnpike Road told of a story when his dog was attacked by several other dogs, off-leash at Lufberry Park and Ms. Lindeman was of great assistance to him. She handled the situation in a mature fashion, exceedingly helpful and she was very concerned. I appreciated that and I could not let that go by without a word of support. She has those kinds of things to deal with and I do not for a moment belittle anything by way of health threat or potential injury or sanitary conditions that are of concern in this cat situation. Some of them are real, some are foreseen, they are what people fear. The A.C.O. has to deal with many issues and that is where her energy should be. There are flaws with this ordinance in conception and the main flaw that I see is that you are placing upon her individually the responsibility to be the finder of fact and the tryer of fact. Until tonight, you had not given her a definition of the standards of proof that you are requiring. I am hearing that the standard of proof could be testimony or eye witness, recapping of an incident that might prove persuasive to a judge. A year or so ago, Atty. Mantzaris mentioned taking photographs and I think he was ridiculed at one point by someone on the Council. That goes to the heart of the matter which is very difficult this is to prove by any methodology that would hold up in court. The judge made comment that the ordinance was unenforceable. I don't see that increasing the fee is going to change that judge's view of the ordinance. We all have to stop and think of the difficult role we are handing to the A.C.O. in making these kind of judgments, being in the middle of situation where very often neighbors are at a high decibel level and high intensity coming after each other and her being put in the middle of this to try and sort it and come out with some kind of Solomon wisdom is very difficult.

We should all bear that in mind. Anytime this comes to the table we should not let the opportunity pass to ask the parties involved to try and work out the differences rather than resort to something that might have to go to court. No ordinance is going to be more effective at doing that than simply asking folks to try.

Mr. Zandri asked for a clarification: If an individual has a problem with a cat in their yard and they call in the A.C.O. to set a trap, the cat is trapped and as long as that homeowner identifies the cat and says that is the cat that was causing me the problem, then the \$15 fine will automatically be imposed?

Atty. Mantzaris answered, that is the cat that caused the problem of defecation or damage, then there will be a \$15 redemption fee and an infraction ticket which will end up costing \$77.

Mr. Zandri stated, as long as a homeowner is willing to state and identify the cat then all of these fines will be imposed? That's the key?

Atty. Mantzaris replied, right. They would have to say, "that cat did such and such damage or the sanitation problem on my property is caused by that cat in the trap". When that happens, there will be a \$15 redemption fee and a \$77 infraction ticket, yes.

Mr. Zandri asked, the A.C.O. will be instructed to fulfill her responsibilities?

Atty. Mantzaris answered, yes, she knows this and she has told people that she needs some kind of statement of proof that such and such a cat did such and such damage. Some of the people who have spoken here tonight have been told that by our dog warden. As the last speaker just said, it is not an easy ordinance to enforce. People have got to cooperate with the A.C.O. and what Mr. Zandri set out will happen exactly the way he set it out.

Mr. Zandri stated, the way to get this problem in your yard straightened out is to be willing to identify and make a statement of fact that, in fact, the animal that is in the trap is the one that is causing the problem? If that is the case then the fines will be imposed. If that is clear then maybe we can finally start making some progress with this ordinance.

Atty. Mantzaris replied, absolutely.

Mayor Dickinson stated, if the judge is the same one as in the case that was mentioned, I think the judge wants to hear the person say, "I saw that cat do what ever", not just "that cat is causing problems", it has to be "I saw the cat dig that hole or scratch the paint on the car" or what ever. There has to be that direct a connection.

Mr. Zandri said, they have to be willing to do that.



Mr. Parisi stated, I am going to say it too, because what you are saying is, as long as the person whose yard the cat was caught in says, "I saw the cat doing (what ever) in my yard" that is all you need, that is all the A.C.O. needs. That is all the judge needs.

Atty. Mantzaris replied, that is right.

Mr. Parisi added, you don't need a videotape or what ever.

Atty. Mantzaris answered, it would help, but you don't need it.

Mr. Centner stated, if the homeowner asks for a cage, first of all then some damage is being done. My concern is.....I concur with Geno (Zandri)....my concern is, by reading this measure that it is the responsibility of the dog warden if there is a caged cat to take it directly to the pound. Then there is a five day period in which an owner needs to pick that cat up or it is going to be put down (euthanized). [redacted] is got thrown out of court once before, what if we pick up the cat, the owner does not come forward, we put it down, the case goes to court and then it turns out to be thrown out. What happens to us then?

Mayor Dickinson replied, first of all, if the cat is caged, you cage the cat on the property but there is not a statement to the effect that that cat caused damage, Kathy (Lindenman) must return the cat if the owner is know. If there is a statement that that cat caused that damage, the cat can be taken to the pound. The cat cannot be put down prior to a disposition of the case.

Atty. Mantzaris stated, the cat would not be disposed of until the case is finished.

Mr. Centner asked, can someone interpret this State Statute 22-339e, a, b, & c that gave all the very specific time frames? I am lost. Earlier I was upset at the A.C.O. because it appeared that she was not enforcing the ordinance.

Atty. Mantzaris stated, like any other ticket, you have to keep the evidence around while you prosecute. You are not going to dispose of the cat if the person who is charged with the infraction denies that they did any damage.

Mr. Centner stated, it is very complex because I am reading that if the owner or keeper of such impounded cat fails to redeem such cat within 120 hours (5 days) after receiving notification then there is an additional fine of \$60 over the \$15.

Atty. Mantzaris replied, that simply fails to redeem, that is right. Don't forget, to be picked up in the first place, the cat has to have been doing damage. You just don't pick up cats that are in your yard

or in your trap that you don't like. You have to have seen them doing some damage or defecating or some unsanitary condition. You just don't go around picking up cats under this ordinance.

Mr. Parisi stated, if they are in your yard, in the trap, and you say that you saw the cat defecating on your property, that is all you need?

Atty. Mantzaris answered, that is all you need. And if the owner says, "I plead not guilty" then you have to go to court and testify in court.

Mr. Centner asked, when the A.C.O. shows up and there is a cat in the cage that is in your yard that you asked for that cage, you have to have a statement in writing to the A.C.O. in order for her to take that cat downtown? Or is your word enough?

Atty. Mantzaris answered, the A.C.O. has been asking for a statement in writing. Even a simple statement on a piece of paper in pencil, it doesn't matter, but something in writing so the A.C.O. will have some evidence to support her giving the other person a ticket.

Mr. Centner added, the public needs to know that there has to be something in writing accompanying the cat in the cage.

Ms. Papale stated, we have been discussing this so long; this is the second time the ordinance has been put before us. Are we voting on changing the fine from \$15 to \$60?

Mr. Knight explained, the \$15 is not a fine but a redemption fee. There was no specific fine and this adds a fine of \$60.

Ms. Papale stated, when Mrs. Buijnarouski was in court and has witnessed what these cats have been doing all these years, why wasn't she advised to say the truth about the matter, that she saw the cats doing it? Why did the judge throw it out? Why wasn't she advised? If you (Mrs. Buijnarouski) made the comment that you had, in fact, seen this happening in your yard; that this cat or that cat was on your car. When you went to court I thought you were all set, everything was going to work out in your favor.

Atty. Mantzaris replied, she (Mrs. Buijnarouski) was advised. I met with her in her kitchen with the A.C.O. before she went to court. As a matter of fact she wrote out some statements about tickets in my presence so she knew that she had to say, "I saw the cat doing (something)." I wasn't in court, I don't know what she said but she was advised ahead of time.

Ms. Papale stated, so if the neighbor said it wasn't her cat and Mrs. Bujnarowski said it was, that should have been enough. I am just thinking that we are doing all this....this is our job and we don't mind spending the time on it, but is it going to change anything?

Atty. Mantzaris stated, I don't know what was said in court, I can't testify to that.

Ms. Papale asked, do you understand why we are all a little frustrated here?

Atty. Mantzaris answered, yes.

Mr. Parisi asked, who was in court?

Atty. Mantzaris answered, the State Prosecutor prosecuted the case. The witnesses were in court and the woman who got the tickets was in court.

Mr. Parisi asked, isn't the Town represented in this case?

Atty. Mantzaris answered, the prosecutor represents.....the Chief Prosecutor tried it for about two and one-half hours.

Mr. Parisi stated, with all due respect Counselor, my question is whether the prosecutor truly has the flavor of the situation. I would think next time that someone from the Law Department should be there also, I truly do. I just don't think a State Prosecutor is going to get too excited about this and reflect the problems that we are really having.

Ms. Papale stated, I don't think anyone is taking this seriously; people could go to court.

Atty. Mantzaris stated, we can't prosecute these cases. They are State of CT. tickets, they are prosecuted by the State of CT. Prosecutor's Office. We can go to court and talk to the prosecutor about what happened but we cannot prosecute, it is not our business.

Mr. Parisi asked, can't we be there to advise our citizens?

Atty. Mantzaris answered, we are not attorneys for the citizens in these cases. We did advise the citizen before court.

Mr. Parisi stated, we are trying to do something for the public and I think we are losing sight of that and that is all I want to accomplish here.

Mayor Dickinson stated, one thing to keep in mind is that the prosecutor put the case on which means that the prosecutor believes that there was a cause of action, that there were facts sufficient to put the case before a judge. It can turn on a simple thing like an individual saying, "those cats did damage on my property". Then the question comes, "you saw the cat do the damage?", "well, I saw the cat and I saw the damage." "But did you see the cat do the damage?" "Well, the damage is done to my property and the cats are always on my property." That will not get you a conviction. You have to see it to make that connection. Whether that happened or not, I don't know but when you get into testimony there are very subtle things that will turn a case and the judge is going to make a determination on credibility and make a determination on whether the prosecution has met the standard of beyond reasonable doubt.

Mr. Parisi stated, unfortunately, I have been involved in one case where there was a prosecutor and if I had to rate their effort, quite frankly, I would not be very generous with my rating. My concern is, again, the flavor of this thing is lost with someone who really probably feels they are operating beneath themselves. I mean this is not an exciting thing, a cat ordinance. Certainly for some young, high-powered prosecutor who is looking to be Governor some day.

Atty. Mantzaris replied, the prosecutor was the Chief Prosecutor in Meriden court. He did not give it to an underling, he did it, himself.

Mr. Parisi replied, I don't care who it is, I don't care who it is.

Atty. Mantzaris replied, I talked to him before the cases; he took a lot of interest in the case, Bob. He did the best he could. He tried to get convictions.

Mr. Parisi answered, yeah, I hope he doesn't show this interest in all of his cases because he is not going to be very successful.

Atty. Mantzaris repeated, he showed a lot of interest, Bob, a lot of interest.

Ms. Papale asked, none of the witnesses said they saw it? What was the idea of everyone going up there with this lady?

Mr. Parisi stated, let's try and move forward with this. Let's get going.

Atty. Mantzaris stated, I don't know what they said; she is here, she can tell you what she said.

Mr. Parisi asked, can we be informed of the court date should we find we have another case that is going to be tried? I would like to be informed of it whether I am sitting here (on the Council) or not. Maybe some of the other Councilors might be interested.

Atty. Mantzaris answered, yes.

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

(See note below - no motion was made prior to vote. Upon discovering this, motion was made during discussion of Item #10 below.)

ITEM # 10 PUBLIC HEARING to Review and Possibly Adopt a Draft Ordinance Entitled, "Center Street Cemetery Perimeter Excavation Ordinance" as Requested by Councilor Stephen W. Knight, Chairman of the Ordinance Committee - 8:00 P.M.

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

Mr. Knight turned the floor over to Mr. Farrell who is the President of the Center Street Cemetery Association and who was the initiator of the ordinance.

Mr. Farrell stated, the cemetery was founded in the 1680s. At that point in time the roads were not defined in the same way that they are today. Center Street, if you will, was not more than a dirt path; it had no defined boundaries. When the Town set out the cemetery, it did not put exact boundaries to them. Subsequently, as people were buried during that early period of the 1680s going into the 18th century that they may have been buried outside what are now the cemetery walls. The reason that we are looking for the ordinance is that, digging does go on near the cemetery walls; there is a concern both on my part as President of the Cemetery, on the part of the Superintendent of the Cemetery that people digging in that area would hit bodies and the intent of the ordinance is that the cemetery would get notice, the cemetery would have the opportunity to have one of its employees present so that our moral obligation to keep people's bodies in hallowed ground would continue. If someone were found we would put them within the present boundaries of the cemetery. It is basically a notification ordinance.

ITEM #9 - REVISITED

NOTE: Mr. Parisi stated at this time that it was brought to his attention that the Council failed to make a motion on the Cat Ordinance.

Motion was made by Mr. Farrell to Pass the Cat Ordinance, seconded by Ms. Papale.

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

**ITEM #10 (CONTINUED)**

Mr. Farrell continued, that is the intent of the ordinance; if there is any excavation within twenty feet of the wall, the cemetery would get notice of the fact that that excavation is going to take place. Basically, once this ordinance is passed, got filed with "Call Before You Dig" just about any contractor would be on notice if they made the call to "Call Before You Dig".

Motion was made by Mr. Farrell to Approve the Cemetery Ordinance, seconded by Mr. Centner.

Rita Katona, 148 N. Branford Road, Second Vice President of the Cemetery Association and Historical Society Member stated, when I was trying to replace some of the George Washington monuments I was told that I could not do anything until I called "Call Before You Dig" and had to wait for all the utilities to come out. That is such a simple thing and so accepted today that I don't know why it could not be extended to the cemetery. It is a simple courtesy. If we are concerned about hitting utilities, we should be concerned about hitting bodies.

Reginald Knight, 21 Audette Drive asked Mr. Farrell, am I to understand there may be people under the sidewalks and possibly under the road, itself, is that the problem?

Mr. Farrell replied, there is a possibility of that. The concern is that we make sure that there is no one there; that any excavation that takes place is done with that in mind.

Reginald Knight stated that he was in favor of the ordinance.

Raymond F. Smith, Director of Public Utilities stated that he has not had a chance to review the ordinance. On occasion, the Electric, Water and Sewer Divisions have to replace or repair utilities on rather short notice. He asked, are you suggesting that none of that work occur until someone from the cemetery is notified or can we go ahead and make repairs and then notify them later? It could be a water main break or one of the light poles...something like that.

Mr. Farrell explained the reason for drafting the ordinance; a contractor working for the P.U.C. (Public Utilities Commission) was seen immediately outside of the (cemetery) wall. He stated, my day was ruined because I had all sorts of people calling me very concerned about the fact that there is some contractor who has no idea that he may be encountering bodies. I would think the emergency situation could be dealt with. Mr. DeVaney, who is the Sexton, has a beeper; I am willing to provide all of my various telephone numbers to the P.U.C. if there were an emergency.

Mr. Smith asked, is this a mandatory thing before you even start excavating in the future or can you instigate repairs? We go through this with AT&T or some out of town agency where sometimes they

take two or three hours to respond and with all due respect, I would hate to just stop construction waiting for someone to show up. Can we deal with the emergency, notify you as soon as possible, emergency situations, not planned construction?

Mr. Farrell stated, I don't have a problem with you going ahead under an emergency situation. Once the ordinance is on the books, it gives everyone a consciousness that they need to be careful. Anything that is planned in the long term, out of courtesy to the cemetery so that Mr. DeVaney can schedule it or I can schedule it, that we be notified a couple of days ahead of time.

Mr. Smith replied, tonight we all understand this. Five years from now and maybe our first event, no one may think about the cemetery. That is a possibility.

Mayor Dickinson stated, this is limited to within twenty feet of the perimeter of the wall surrounding Center Street Cemetery.

Mr. Smith stated, street lights are within twenty feet. I have not spoken to Roger Dann (General Manager of the Water and Sewer Division) as to the location of water mains. Sometimes they are in the shoulder as opposed to the center of the street.

Mayor Dickinson asked, if you can determine the location of where there could be a conflict, if there is such a conflict, we can always revisit this and include emergency language so that we don't impact the health safety of residents. I think to support that, there should be some indication from the utilities that you do, indeed, have the installation existing now within that twenty feet of the wall. That way we can amend the ordinance with emergency language.

Mr. Farrell stated, we can pass the ordinance tonight and amend it at a later date with emergency language.

Mr. Melillo was in favor of the ordinance. If there is an emergency, they should not have to call. Otherwise it is a good idea to call before doing any work. This should be tabled and brought back to amend the language.

Mr. Knight pointed out, the ordinance if passed and enforced carries with it a \$100 fine. We are trying to raise consciousness that this situation exists and that in ordinary construction situations it is very easy to obey the ordinance. If an emergency happens in the middle of the night and excavation work has to be done, it is a \$100 fine. We are talking about a very mild ordinance. Not only does it carry with it a \$100 fine but someone has to make the arrest. People would understand an emergency. I think it is fine that we write additional language into it, but please keep in perspective that it is a \$100 fine to the Water Division and I don't think that is going to stop them from fixing a

broken water main. We all pretty much understand that in an emergency situation, they are going to go to work.

Roger Dann, General Manager of the Water & Sewer Divisions stated, I am concerned about the emergency issue. The "Call Before You Dig" requirements are a little bit different where you are in emergency conditions. If you have an emergency dig during the hours when the "Call Before You Dig" service is available and other utilities are typically open, then you would place the notice with "Call Before You Dig" and they would distribute that before all of the utilities in the area to be aware of their requirement to go out and to mark out their utilities. When it is an emergency, "Call Before You Dig" after hours however, the responsibility falls to the utility to try to make contact with each of the utilities who might be impacted in order to get them to the site promptly to do a mark out. I suspect that after hours emergency conditions, almost nobody in the utility is going to remember that, in addition to the other utilities that have to be notified that in this particular location and circumstances, that they have to make another phone call. They probably won't be able to find the phone numbers at that point in time. I am concerned that we are creating a requirement here that is almost certain not to be able to be complied with, even though you may have every intent to try to do so. It is far easier to address this where it is a scheduled dig, where the permits are being pulled from the Engineering Department in advance and therefore they might be able to specifically highlight that this is a location with some additional sensitivity. I think it is going to be a problem for any of the utilities on an emergency basis. How would you envision this working through the "Call Before You Dig" structure. Typically, the notice comes in and in order for a utility to be noticed of a pending dig, you have to have access to a telemetry machine so you get a printout that says, "on such and such a date, in this location there is going to be a dig scheduled." If you do not have access to that machinery I am not sure how the Superintendent of the Cemetery would receive a notice through "Call Before You Dig". Additionally, he would probably receive thousands and thousands of such notices if he even had the access before he would ever see one that was actually in the proximity of the cemetery.

Mr. Farrell stated, when someone is pulling a permit, the Town Engineer will put people on notice. We can notify "Call Before You Dig" that there is an ordinance so that when someone calls in they will at least have some notice. Wallingford Public Utilities, just by tradition would have more knowledge than SNETCO would of the sensitivity of the area. The fact that this information is now going to be on file, it at least brings it to everyone's notice.

Mr. Dann did not feel that the "Call Before You Dig" personnel would remember to react differently when one request out of the thousands and thousands that they get, falls within a certain very narrowly-defined parameter in the Town of Wallingford. He did not want to be in a position where the utilities are constantly violating an ordinance, not by intent, but just because of the pragmatic aspects of it make it almost impossible for us to comply.



Mr. Parisi stated, I don't think it will be quite as difficult as you think. We only have one cemetery on Center Street and I cannot believe that it is difficult to remember that before you go to dig there that you call someone. How many calls do you have to make before you do a dig? One, two, three, fifteen, sixteen?

Mr. Dann answered, typically you will involve electric, gas, phone, water, sewer, cable...that is your typical group.

Mr. Parisi pointed out, that is about six and if you add one more to it, that is seven. I don't think that is a burden to anybody; it shouldn't be. If it is an emergency I understand that and I have no problem with that but with something that can be accommodated, I can't believe today that we are asking an employee unreasonably to make one more call. I am sorry, I can't agree with that.

Mr. Dann stated, making one more call is not the issue. I think what the question is whether or not given that every other circumstance they respond to they make a prescribed set of calls, whether they will, in fact, remember that this, three years down the road when it first comes up is separate and distinct and can be handled in a different manner than every other situation that they encounter.

Mr. Parisi stated, it has to be a manner of training, quite frankly. And every time it is violated someone will know. It is just part of any other procedure that anyone has to follow at work. It is just another requirement and they have to step up and be able to handle it. I can't believe that we would have spent five minutes on it.

Mr. Dann answered, I am not sure at this point in time that any of our utilities fall within twenty feet. If not, then my level of concern goes away. I would like to have an opportunity to find out how much of our infrastructure would actually fall within the confines of this.

Mr. Centner asked, how much time will pass between our approving this ordinance tonight and it actually being enacted?

Mayor Dickinson stated, three days from tonight, then thirty days would start running.

Mr. Centner asked, would it be sufficient time for the utilities to start mapping out what they have over there?

Mayor Dickinson answered, sure, if you are going to amend it then it would have to be re-approved with the amendment. We should know whether or not the utilities are within the perimeter.

Reginald Knight, 21 Audette Drive stated, it is probably a moot point because that soil has already been dug up to put the pipes down there and the soil has been put back in and if any bone were to be

found it would have happened with the original dig. The job has already been done. I am sure the same holds true for any utilities that have already been placed in the ground near the wall.

Mr. Farrell replied, Reginald Knight is partially correct. Obviously there is less concern where the utilities already are because any bodies that were there probably got dug up at the beginning of the century and were re-interred. There has been new utility work though in previously undisturbed areas.

Mr. Zandri asked, has anyone talked to "Call Before You Dig" to find out if they are receptive to having this responsibility?

Atty. Mantzaris answered, Mr. DeVaney assured me that he would get it on the "Call Before You Dig" list. That is why it was put in the ordinance. I didn't call to confirm that.

Mr. Zandri stated, that concerns me. We have a unique situation. As Roger Dann mentioned, sometimes when you do something out of the norm you just forget to do it. I don't know what their procedure is there but it might be something we would want to check out and make sure that they are receptive to having this responsibility for that four street area bordering the cemetery wall.

Mr. Farrell stated, you still have to go get your excavation permit from the Town Engineer. "Call Before You Dig" is just an added layer that puts people on notice.

Mr. Zandri asked, the Town Engineer is going to be responsible for this? Has he been notified of that new duty?

Mr. Farrell answered, he was quite involved on the day we had a lot of problems and his day did not go real well either. I cannot speak for him but I think he, too, would like the notice aspect as well. It prevents all the calls to his office asking what is going on.

Mr. Zandri asked, will the Town Engineer be responsible to make sure that whoever is getting the permit is aware of that ordinance and has he accepted that responsibility?

Mr. Farrell answered, it is part of the ordinance, yes?

Mr. Zandri asked again, but has he been notified?

Mr. Rys stated, he doesn't have to be.

Mr. Parisi stated, I don't think he has to be.

Atty. Mantzaris answered, yes, he commented on the ordinance and it was changed to suit his comments. As a matter of fact, "Call Before You Dig" handles Route 5 and Route 150 (Center Street) which are not areas where people would go to our Town Engineer for a permit. They would go to the State of CT. for a permit. "Call Before Your Dig" handles those people who would work on those two streets over which we have no jurisdiction. He knows about it, he commented about it and made some suggestions for changes which I adopted.

Mr. Zandri stated, I was under the assumption that the Town Engineer had to be notified for all excavation on the state roads as well but if he is not, have we talked to "Call Before You Dig" and are they willing to take on this responsibility?

Atty. Mantzaris replied that he had not called them. Mr. DeVaney had talked to them and they said they would put it on their list.

Robert DeVaney, Superintendent of Center Street Cemetery stated, I talked to "Call Before You Dig" and they are willing to take this on. It is important, there are still remains there that we know of that were not removed in 1911. It is more important that it is a conscious attitude towards this and anyone who is down there with a backhoe and has a machine, at least they will have an idea of what is going to be down five feet below the ground. That is all we are asking. Remains were found in 1974 when they were digging up Center Street to put in gas pipes in.

Mr. Zandri stated, I just wanted to make sure that we are touching base with all those involved and there is an agreement that they are willing to take on the responsibility. With regards to the fine, we are basically dealing with the Town's utilities who are the ones who will be working in this area. I don't know if the fine is needed in this case. I think the awareness is the intent of this ordinance. I don't think there should be a fine involved. No one is doing this maliciously.

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

ITEM #11 Consider and Approve a Resolution Establishing and Naming a Building Committee to Oversee the Initiation and Completion of 1999 School Renovations Project

Motion was made by Mr. Rys to Appoint the Following Individuals to the Building Committee:

Jerod McQueen (Centner)  
Arlene Whalen (Rys)  
William Choti (Renda)  
Peter Gouveia (Zandri)  
Don Harwood (Mayor)

Jon Walworth (Knight)  
Ralph Acabbo (Parisi)  
Anthony Roy (Zappala)  
Ann Hohg (Papale)

\*Note: Mr. Farrell will submit name at later date as will the Mayor for his second appointee to the committee.

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

ITEM #12 Consider and Approve an Appropriation of Funds in the Amount of \$30,600 from Retained Earnings Acct. To Office Furniture & Equipment Acct. #391 - Electric Division

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

Correspondence from Raymond F. Smith, Director of Public Utilities states that consolidated meter reading by the Electric and Water Divisions is very likely, and by buying identical devices, we can bring those plans to fruition over the next twenty-four to thirty months. The units being purchased by the Electric Division will be identical and interchangeable with those recently ordered by the Water Division. Additionally, by virtue of the Water Division's bid, the Electric Division can acquire the census handheld meter reading devices which are Y2K compliant, under the Water Division bid.

VOTE: Zappala and Parisi were absent; all ayes; motion duly carried.

ITEM #13 Consider and Approve a Transfer of Funds in the Amount of \$1,272 from Workers Comp. Expense Acct. #925-1 to Injury & Damage Ins. Acct. #925 in the F.Y. 1998-99 Budget of the Electric Division

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

Correspondence from Thomas Sullivan, Office Manager of the Electric Division states that the transfer is needed because, in the final analysis at year end shows the actual payroll distribution to be slightly more to expense line items and less to capital line items than originally anticipated.

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

ITEM #14 Consider and Approve a Transfer of Funds Totaling \$20,000 from Various Accounts Within the F.Y. 1998-99 Sewer Division Budget to Workman's Compensation Acct. #925-001

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

Correspondence from Roger Dann, General Manager of the Water & Sewer Divisions states, in order to provide sufficient funds for payment of all incurred Workman's Compensation costs for the Fiscal

Year 1998-99 and to replenish funds in the Workman's Compensation reserve, a transfer of funds in the amount of \$20,000 is requested.

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

ITEM 15 Consider and Approve a Transfer of Funds Totaling \$19,500 from Various Accounts Within the F.Y. 1998-99 Water Division Budget to Workman's Compensation Acct. #925-001

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

The same situation referred to in correspondence from Mr. Dann in the previous item also applies to this item.

Mr. Parisi asked if the division is experiencing an increase in workman's compensation cases?

Mr. Dann replied, in the past year we did experience a little bit more than has been the norm. Part of that being, about 1 1/2 months ago we came forward with a transfer that related to a former employee who had left in excess of ten years previously. That was an unexpected one and did not relate well to our prior history.

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

ITEM #16 Consider and Approve a Transfer of Funds Totaling \$24,000 from Various Accounts Within the F.Y. 1998-99 Water Division Budget to Employees Pension & Benefits Acct. #926-000

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

In the fiscal year 1998-99, an increased accrued vacation and sick time liability must be recognized for Water Division employees. Each year, although the liability may vary either up or down, it typically increases due to increases in wages and the accumulation of sick time.

Mr. Parisi stated, it is my belief that this can be accounted for ahead of time.

Richard Cassello, Water Division responded, in most cases it can be. This year we had a contract approval for our Water Union, Local 457, at the end of the fiscal year. The increase in wages had to be funded retro-active to 1987 creating a shortfall in how much money we have set aside.

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

ITEM #17 Consider and Approve Re-naming Community Pool the Morton Downey Community Pool as Requested by Councilor Gerald E. Farrell, Jr.

Mr. Farrell stated, I put this item on at the request of one of our local residents who had suggested that, with the successful re-opening of Community Pool that this might be the occasion to use to honor one of Wallingford's more famous citizens, the Irish American musician, Morton Downey. I have had a number of questions posed to me that require more historical research about Mr. Downey and I am not going to try and just skate through and give some simple answer. I am hoping that I can come back to the Council next month, having answered the questions that have already been posed.

Motion was made by Mr. Farrell to Table this Item to Allow for Further Research, seconded by Mr. Centner.

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

ITEM #18a Consider and Approve a Formal Recommendation by the Town Council that the Mayor Consider the Installation of a Canopy at the Community Pool Facility to Provide Patrons with a Shaded Area for Protection from the Sun and/or Inclement Weather as Requested by Councilor Geno J. Zandri, Jr.

Mr. Zandri stated, visiting the pool and in talking to the individuals who have been utilizing it, some of them have pointed out that there is no area where they can go to for shade in the immediate vicinity of the pool. If they have to watch their children they are almost forced to be in the sun. In looking at the layout there, I thought it may be a good idea to get some pricing for some sort of canopy along the southern fence line which abuts the parking lot area. We can possibly utilize the existing fence posts in an arrangement, putting a canopy along that side.

Motion was made by Mr. Zandri that the Town Council Recommend to the Mayor that he Pursue Obtaining a Price for the Installation of a Canopy along the Fence Line that Borders the Parking Lot of Community Pool, seconded by Ms. Papale.

Mr. Knight stated, this shading device was part of the bid when the pool bid went out a couple of years ago. There is a price put to it guide to the contractors in Public Bid No. 97-165 it is alternate #3. The contractor who won the bid for the pool bid it at \$30,000 and the other firm bid it at \$35,000. We have a fairly good idea of how much the shading devices will cost. I also, Bob, you and I had discussions with Tom Dooley, Director of Parks & Recreation and he has indicated that he intends to request that in his capital budget for next year. I would like to think we are fairly ahead of the curve on this, that it wasn't something that was missed in the original specifications. It was left off the alternate....it was left off as well as some others in order to accommodate more parking and to

keep the price of the pool down. It is nice to see that Mr. Dooley already has plans to incorporate that in next year's capital budget.

Mr. Zandri asked, can you elaborate on that. Do you know exactly what the plan is?

Mr. Knight replied, I can only refer to what we researched in the original committee. They are fairly large structures. They provided shading and some seating for some people who did want to get in out of the sun for a little while. They are large, long and 6-7' in width and probably twenty feet long. There would be several of them. The plan or idea was to put them around the pool just as people are suggesting to you. It is hot out there and it is all sun. It is a worthy suggestion and Tom hopes to pursue it.

Mayor Dickinson added, there are "bump outs" along that southern side and I think that was envisioned for shade of some kind. I don't know if it was for umbrella-type tables or whether it was a single canopy or a series of them. We should hear from Tom (Dooley). You might want to know what the actual design is or have.....

Mr. Parisi states, he is on vacation. Just so that we are all aware of it.

Mr. Zandri stated, I would really like to know what the design is because umbrellas per say do not do the trick.

Mr. Knight stated, I don't think he means that. I know for a fact that he does not mean that because I think his intention is to put in some tables with umbrellas but those provide very little in the way of protection. These are very large, about twenty feet long and about 4-6' wide and they are probably....they are like a cabana. It is quite a different structure and as you can see from the structure, and you can see from the price of \$30,000., that is no small item. These are substantial and should be able to accommodate the number of people.

Mr. Zandri stated, maybe I could put this item on the agenda again, when Mr. Dooley is able to be here and we can get him to report out. Maybe by looking at another concept, it may even come in cheaper than this and still accomplish the same thing. What I can do.....

Mr. Parisi stated, we have to give him time to do his job, too quite frankly, if he is anticipating doing something. He should have something eventually that we can see or be advised as to what it is and what the cost is and everything else.

Mr. Zandri stated, the way I look at it is, there could be other ideas put forward that he might not think of that we could still get pricing on. I thought of utilizing the fence line as possibly one attachment point and then just having a canopy type structure come out from that. I will table this

until the next meeting. In the meantime it will give me an opportunity to talk to Tom Dooley about this.

Mr. Parisi asked, why don't you just withdraw it until the next meeting? Why don't you just withdraw it and then put it back on.

Mr. Zandri stated, in essence, that is the same thing (as tabling).

Mr. Parisi replied, we have to vote on tabling it. If you just withdraw it and re-submit it, it is a lot easier. Just re-submit it on the next agenda, it is easier. Do it anyway you want.....

Mr. Zandri stated, I will withdraw it and put it on again.

Reginald Knight, 21 Audette Drive stated, I would like to stress the urgency of this. With the direction of the pool and the sun's position is during that time of the year, if they utilize the top of the fence running from the bathhouse towards the road, they could have an angular roof like that which would give a lot of shade at an angle like that. I, personally, have a problem with the sun. Any of us from the more northern climates.....I cannot tolerate the sun the way the people from more sunny climates can. Skin cancer can come from the sun, it is a very serious problem. It is a life-threatening situation. I do think some sort of an arrangement could come and that the Council treat it with the urgency it deserves. It is a very open area there and there is no way of getting out of the sun at the moment. As I say, with the lay of the land and the position of the sun at that time of the year, if they had something along the top of the fence which stood out at maybe a 35 degree angle, you would get a good shaded area and I don't think it is going to cost that much.

No action taken. The Item will be placed on the next agenda.

Motion and second were withdrawn.

ITEM #18b Consider and Approve a Formal Recommendation by the Town Council that the Mayor Investigate the Cost Associated with Leasing Parking Spaces from the Northeasterly Corner of the Eyelet Factory to Supplement Parking Spaces for Community Pool Patrons as Requested by Councilor Geno J. Zandri, Jr.

Zandri stated, the pool has been very popular and one of the things I observed is when the parking lot is full, people are parking along Beaumont Road, hopping the curb and parking on the grass between the street line and the fence of Eyelet. Seeing the old Eyelet factory has quite an abundance of parking, I would think it would be advantageous for us to at least pursue the possibility of some sort of lease with them for some parking places that could be utilized for the pool.



Motion was made by Mr. Zandri that the Town Council Recommend to the Mayor that he Look Into the Possibility of Leasing Some Parking Spaces from the Eyelet Company for the Use for Community Pool, seconded by Ms. Papale.

Mr. Farrell asked to make a Friendly Amendment to the Motion. He stated that one of the other neighbors, and don't think I have cemeteries on my brain, but one of the neighbors to the pool is In Memoriam Cemetery that does have some decently large undeveloped pieces. If we are going to talk to Eyelet, it might make sense to talk to the cemetery there. I know that they have a rental agreement for some parts of their land already. It might be cheaper and it is also on the same side of the street so it would, for safety concerns, make sense if that is at all a possibility to ask them. If you are across from Bob Beaumont's house you look at a vast undeveloped section and that travels back from there. I can't promise it.

Mr. Zandri replied, as long as it is a possibility. I did not realize there was land available there.

Mr. Farrell made a Friendly Amendment to the original motion that the Town also Look at Renting In Memoriam Cemetery, seconded by Mr. Centner.

Mr. Knight stated, I have spent a lot of time driving in and out of Community Pool since the day it opened. I have noticed that it would be primarily on the weekends that we run into this situation. Most weekdays we have enough parking. There are two or three solutions that Mr. Dooley has proposed. One of which is to see if we can expand the parking on our own property to the east of the turnaround behind the bathhouse. When we noticed that the employees were parking in parking spaces that our customers could use, Bob and I requested that they park on Beaumont Road because it would be....what the heck, why wouldn't we want the people buying pool tags to have all the space available? Fortunately, the construction made it impossible to use the property behind the turnaround for picnicking so he put his employees over there. Tom Dooley has also contacted Brent Smith (Environmental Planner) to see if possibly there would be objections from the Inland Wetlands Commission. Brent did not give him a blank check but it is something that Tom (Dooley) is pursuing. One other thing that Tom has been pursuing is having K Mart allow us use of part of their parking lot. It is a little farther away from Eyelet but if we can get past the initial objection of K Mart headquarters, possibly we can have overflow parking there. Tom indicated to us that, on the weekends he could provide shuttle service from that parking lot for free to Community Pool. There is also sidewalks on that side of the street running all the way from the K Mart parking lot to the light that was installed with the walk light portion. Those are several solutions that Tom has been working on that I think we ought to pursue as well.

Mr. Parisi stated, I, too, have spent a lot of time down there. In the back of the bath house there is a bridge that goes over the brook and that bridge is in excellent shape, it is very sturdy. There is consideration of perhaps creating a picnic area which would be predominantly in the shaded area

which would also help with the first problem of too much sun. It can't be done this year. These are thoughts that are going to be pursued for next year and I am sure they are going to be included in the budget next year. I have been in there at least three times a week and it is interesting how the parking ebbs and flows. Some days it is really loaded and other days you can pick your spot.

Dave Canto, 4 Meadows Edge Drive stated, as far as the parking is concerned, I think in the short term the easiest solution would be to, instead of paying rent to Eyelet because there are so many extra spaces at the K Mart lot, I am sure it would not be that difficult to get permission for them to use it for two months of the year or just on weekends during that time. Although you do have a lot of space the employees are parking in the back lot. If that could be paved, that opens up....that, in itself, may stop that kind of a problem. I noticed that within three days of the date the pool was opened there is paint being peeled off the blue edge of the pool. I don't know if there was a warranty or anything but they ought to get the contractor who was supposed to paint that and make them do it again after they drain the pool out. If the parking becomes a chronic problem where it is always crowded, that is one thing but if it just on the weekends maybe you don't have to spend a lot of money on this. Let's not throw money away.

Bernadette Renda, 753 N. Main Street Extension stated that everyone should go down to the pool and see it. Everyone should be proud of it. I give Tom Dooley, Henry McCully and who ever else was involved in it a big round of applause because it is an excellent pool for this town. It is peeling a little bit but I am sure by next season it will be all fixed and everything that is wrong with it will be fixed. I think they should try to open it at 10:00 a.m. during the weekday instead of 11:00 a.m. for people who have small children and close it at 7:30 p.m. to give people who get out of work a chance to get an hour in at the pool after work. Everyone should go down and look at the pool, it is gorgeous.

Andy Kapi, 14 North Turnpike Road stated, the pool was not opened long enough to develop a momentum this summer. There are people who have learned to go elsewhere and it is probably going to increase in usage next year, therefore the parking problems we are talking about are not going to go away or solve themselves. We ought to be looking into the suggestions and we ought to be prepared for what is going to happen next year with a new influx of users.

Mr. Parisi stated, what we said is, these items are being looked into. That is the point of what we are discussing.

VOTE ON AMENDMENT: Zappala was absent; all ayes; motion duly carried.

VOTE ON MOTION AS AMENDED: Zappala was absent; Parisi, no; all others, aye; motion duly carried.

ITEM #19 Report Out by the Director of Parks & Recreation Concerning the Re-Opening of Community Pool as Requested by Councilor Frank A. Renda, Sr.

Mr. Renda stated, I requested this item be placed on the agenda tonight because of all the articles mentioning Community Pool this past month. I live three doors down from the pool so this project has always been a special interest to me. I have spent a lot of time recently at that pool since it opened and I thought it would be appropriate to discuss this project as a whole. Unfortunately, Tom Dooley is on vacation and so most of the details will have to wait for another time. Nevertheless, I think it is important for the public to understand that the vast majority of people that I have talked to are very pleased with the pool and they're enjoying it. There are some problems that occurred and some other adjustments that need to be made to make it even better. We all know that and some of us knew that from the start. Everyone of the problems that any of us has discussed with Tom Dooley is being addressed. Bob Parisi has been talking about a longer season; I have been discussing alterations such as adding speed bumps to the parking lot to keep cars at a lower speed while going through. What we have in Wallingford is a unique structure, there is no other one like this around. For that reason, unique approaches have to be taken in the construction of the pool. The architect and contractor are working to resolve every single issue. It is a beautiful facility that everyone in Wallingford can be proud of. The Record-Journal seems to have left out that fact. But I did not want to. And, may I add, it was a little discouraging that the pool had to close early, because of the shortage on lifeguards, with the students going back to college. We are going to address that issue and try and get that problem resolved. I have talked to a lot of people who have pointed out certain things to me; I wrote all these things down and checked with Tom Dooley before he went on vacation. All these things will be addressed and I will be working with him on all of these problems to make sure they are addressed. They are not serious problems; they are minor. We cannot do everything at once. We wanted to get the pool open, so we had to get the pool open but we had to let some things slip aside. As far as any problems or what you see there, the pool peeling inside, that is all going to be addressed. It will be done and it will be done right, I guarantee you that.

Mr. Rys read correspondence into the record from Councilor Thomas Zappala dated August 10, 1999 as follows:

“ Robert Parisi, Chairman  
Wallingford Town Council

Dear Chairman Parisi,

Due to a previous commitment I am unable to attend the Council meeting of August 17, 1999. I respectfully request that this letter be read into the record with regards to the items of discussion pertaining to Community Pool.

I am requesting that all remaining payments due both the contractor and the architect involved with the construction and design of Community Pool Renovation Project be held and not released until all problems attributed to their services have been resolved and the project conforms with all specifications called for in their contract agreement.

Holding back the remaining funds will, in my opinion, help us to better achieve the quality results the taxpayers deserve. The community has waited many years for this project to come to fruition and should not be expected to settle for an inferior product. It is my opinion that the contractor failed to allow enough curing time for the paint which resulted in less than acceptable conditions. Patrons should not be confronted with peeling paint from a brand new pool surface. The final product does not meet my satisfaction and withholding payment, in my opinion, will ensure that the necessary measures will be taken to correct the problems and complete the job to the desired level of satisfaction.

Thank you for your assistance in this matter.

Respectfully, Tom Zappala, Wallingford Town Councilor"

Mr. Knight stated, while we are reading things, let me read a letter from TLB Architecture, the firm that designed the pool. It is a letter dated August 16, 1999 to Bob Pedersen, Purchasing Agent for the Town:

"Dear Mr. Pedersen,

As requested and discussed, I have reviewed the documents for warranty issues according to special sections (several sections referenced in the letter but not read into the record) of the contract. All work is warranted for one year after substantial completion unless specified elsewhere. This includes the pool lining and pool paint. Section.....further specifies that any defective work be replaced at no cost to the owner and the warranty on such work be extended no less than one-half the original warranty period. I have attached a punch list which constitutes substantial completion. Also attached is the contractor's proposal for repair of the pool paint. At this moment the contractor owes a number of contract close-out items including specific manufacturer's warranties, extended warranties for pool equipment, operation and maintenance manuals and owner training. The entire 5% retainage is currently being held until performance on repairs and punch lists are verified."

Mr. Knight stated, I believe, as usual, Bob Pedersen is on top of it. TLB Architects, the architectural firm is on top of it. We are covered.

Mr. Centner stated, I concur with what Steve (Knight) just said because I was just going to mention that the remaining items that are of concern to me, I feel, are just punch list items and anyone who has

actually built a house would have drawn up a punch list. You can move into your house but there may be five or six items that still remain that you schedule to get taken care of in a convenient time. I appreciate your reading that, Steve.

Ms. Papale stated, after reading the articles in the paper last week I had two conversations with Tom Dooley, knowing he was going on vacation. I expressed my concerns to him and he was quite understanding. I don't have a problem at all with the paint peeling in the pool. I wasn't concerned because I knew the people that were working there would take care of everything and that it certainly would be in our favor. I did tell Mr. Dooley that I was concerned about the pool closing a week early. Maybe I was more concerned because we opened up a few weeks late. I explained that I felt so bad because everyone I had spoken to was so excited because the Community Pool was open. They were going there and enjoying it. I am hoping that next year maybe we will look at a different hiring procedure. Maybe there are lifeguards who are not all college students. I hope we can work that out. I have not heard one bad thing about the pool. I hope we can work out a longer schedule. We are all on the right track.

Mr. Parisi stated, I asked Tom for a report on the pool and he does have some very specific programs that he will implement next year to help solve the problem with the lifeguards. What we have to understand is, this was a pressure-packed situation. I do not hesitate to commend Mr. Dooley and his staff for what I consider an outstanding job plus the fact that he, unfortunately, had a death in his family during this family.

Mayor Dickinson stated, there should be effort at trying to keep the pool open as long as possible but, if my memory does not fail me, this is approximately the time it is closed every year.

Mr. Parisi answered, it is closing two days later, as a matter of fact.

Mayor Dickinson stated, it is not a new phenomenon. Every year it is the issue of the college students.

Mr. Parisi stated, I think people are so pleased with the pool and with the weather the way it is going, I think people feel now that they want to use it more.

Mayor Dickinson stated, I did not want to leave the impression that it was closing earlier this year. It is about the same time.

Ms. Papale stated, it was scheduled to be open a little bit longer this year.

Mr. Parisi replied, I'm not going to debate this, I'm not going to debate it, but Mr. Dooley told me on the phone it was two.....Michele (Kozy) told me, not Tom.

Ms. Papale asked, why was it written up that the pool would be closing earlier than usual because of the lack of lifeguards?

Mr. Parisi replied, I don't believe everything I read in the paper.

Mr. Rys added, that is for sure.

Ms. Papale stated, let's try to open it earlier next year and keep it open longer.

Mr. Parisi stated, my point is, his staff did an outstanding job. I think he did....everyone I have talked to is extremely satisfied with that pool and I think all of us sitting here and throughout the town can be very proud of it and let's leave it there. Mayor, did you have an executive session?

Mayor Dickinson, yes.

Reginald Knight, 21 Audette Drive stated, about one year or so ago when Mr. McCully was sitting here, I brought up the matter of the bottom of this pool and the history we had with it. He said we were not going to have this problem again, that they had solved the matter and it would not peel it would not uprise or anything like that and here we have it again. I thought the matter had been solved and took it on trust but, again, we have the same problem.

Mr. Knight interrupted to say, we do not have the same thing, it is very, very different. Please understand that. What you have this year is some patches of peeling paint that are probably caused by the fact that it was fresh bituminous that was put down and we pushed to get the pool open and there were spots that did not cure. It was "out gassing" that caused the peeling this year. That is not what we had in the past. As far as the bottom of the pool rising up, that had to do with the water table and the fact that the bottom of the pool was below the height of the water table. That was extremely...caused an extreme amount of destruction every year. What they did was to fill in and raise the bottom of the pool so that it is always above the water table. If you have noticed, you have probably noticed all the inlets in the concrete...where the inlets are, it is quite a different design. You are mistaken when you say that we have the same problem, that is not true. It is a peeling paint situation created by construction schedule that pushed. Very different problems, please understand that.

Reginald Knight stated, the bitumen did not seal before they painted it....how many gallons of water are in there? It is a heck of a lot of water.

Mr. Knight answered, it is 2.5 million gallons I think.

Reginald Knight replied, when you know that needs a certain period of time and then you test it to make sure that it is in the condition to paint because, according to Mr. McCully, the water would not be drawn out of that pool through the winter. That is what he told us at the meeting. Unless they found a new type of paint where you can paint underwater, that water has got to be thrown away. The cost of that is going to be something because that water has got to be thrown away, it has to be replaced and the new water re-treated to get it there. I think for the length of time we waited for this pool and both the previous Council and the people have been quite patient; for the matter of time that it would have taken for the bottom of the pool to get to the condition where it could be painted safely so that you wouldn't have to empty the pool, as the old expression goes, "the loss of ship because of a pennyworth of tar".....that is something to think about. The ramifications of not waiting should have been thought about. He asked, how tall is the fence in front of the pool?

Mr. Knight answered, there are various heights; state requirement is forty-two inches. There are parts on the south side which are at least 6-6 1/2 feet high. There are parts on the east side that are even taller than that.

Reginald Knight stated, I think there are some spots that are only 3-4 feet. What I am concerned about is people getting in after dark. This is not something new, we have had this before. Mr. Renda can probably tell you how people cut through the back yards to get into the pool after dark. I would like to see the fences go up to a point where they cannot scale them with ease. Do any of you know who the present owners of the old Eyelet Plant are? Last I heard it was owned by a grapefruit company in Florida. Can we contact those people who own it?

Mayor Dickinson answered, we know who the owners are, I believe contact has been made previously with both those owners as well as K Mart and I will check with Tom Dooley as exactly what he had done in the fairly recent past as far as parking.

Reginald Knight asked, so you have contacted the present owners, then?

Mr. Parisi answered, with Eyelet there has been no moving ahead but there has been contact with K Mart. That was turned down but Mr. Dooley is going to try again.

Reginald Knight asked, so there has been no contact yet with the owners of Eyelet?

Parisi answered, no, Mr. Dooley is looking into going to the east side, the back of the bath house.

Reginald Knight next referred to the pool passes stating, a couple was trying to obtain pool passes a few weeks ago at the pool and they were annoyed because they could not get them there. They were told to go to the Recreation Department or Town Hall. They said they had already been to those

places and they were told to go to the pool. How many passes go out and why is it that they ran out of passes?

Ms. Papale answered, there was a time where you could get your passes either at the Recreation Department or at the pool. I do not think the passes were ever available at the Town Hall. Then they cut off the date and anyone who needed a pass were able to get them up until this week at the Recreation Department. This pool is open until Friday and if anyone went up there tomorrow, they would be available. I don't know who said that they refused them, they are available at the Recreation Department right now but no longer at the pool.

Reginald Knight stated, All I can tell you is what I witnessed and overheard and my wife is here in the hall and she heard the same thing.

Mr. Parisi stated, they go to the wrong place.

Reginald Knight said, these people, the back of their necks were red with anger....

Parisi answered, that happens every election too, people get upset that they are in the wrong voting district, I mean, we can't move them around.

Reginald Knight stated, this has nothing to do with voting.

Mr. Parisi explained, we can't change the whole system for two people. Two people had a problem.

Ms. Papale stated, there was a misunderstanding.

Mr. Parisi thought they may have gone to the wrong place.

Reginald Knight suggested having the passes at the pool that way people know they are going to the right place.

Andy Kapi, 14 N. Turnpike Road asked, can we make some calls informally or have Mr. Dooley do it to get some information as to when the best time for this repair work would take place?

Mr. Parisi stated, we have to demonstrate a little faith in Mr. Dooley, Mr. McCully and the other department heads. I don't believe they are going to try and affect this at the wrong time of the year.

Mr. Kapi questioned the extent of the warranty period. If the repair work were done next May, for example, I would want to see water in the pool and everything.....



Mr. Parisi interrupted to say that he raised the very same question with Mr. Dooley and the costs as well. He is supposedly addressing that with the contractor. I look forward to hearing what progress he has made when he is back. He is away on vacation right now.

Mr. Knight stated, I have some information. Pool bottom; the pool will be drained at the end of the season, loose paint will be scraped away, the paint is non-toxic. Scraped areas will be left exposed to continue the curing process. Before the first frost, approximately early to mid-November, the pool will be filled to its winterization level in order to insulate the pool from frost heaving. After the last frost of the winter until approximately mid-March, the pool again, will be drained completely. The pool will be inspected and any additional paint which is loose will be scraped away. Scraped areas of the pool will be left exposed to continue curing. The pool will be painted approximately from the middle to the end of May. The paint will then be given as much time as possible to cure before the pool is filled.

Mr. Kapi stated, the only point I am making is, after that point in May, we should have twelve months from that point on to judge whether the job is going to hold.

Mr. Parisi explained, the contract said that the warranty period would be increased one-half from the time it was repaired.

ITEM #20 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Leasing of Property - Mayor

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

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

The Council entered executive session at 11:00 p.m.

Present in Executive Session were all Councilors (with the exception of Mr. Zappala), Atty. Mantzaris and Mayor Dickinson.

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

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

The Council exited Executive Session at 11:13 P.M.

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

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

There being no further business the meeting adjourned at 11:13 P.M.

Meeting recorded and transcribed by:

*Kathryn F. Zandri*  
Kathryn F. Zandri  
Town Council Secretary

Approved by:

*Robert F. Parisi* *RF*  
Robert F. Parisi, Chairman

11-5-99  
Date

*Rosemary A. Rascati*  
Rosemary A. Rascati, Town Clerk

11-5-99  
Date

#8

## AGREEMENT

THIS AGREEMENT made this            day of            , 1999, by and between TOWN OF WALLINGFORD, 45 South Main Street, Wallingford, CT 06492, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter called "Seller" and the TOWN OF DURHAM, 30 Town House Road, Durham, CT 06422, 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 known as real estate located on the NW/S Middletown-New Haven Turnpike aka Connecticut Route 17, SE/S, S/S and SW/S Howd Road and S/S cul-de-sac of Side Hill Drive, consisting of 157.75 acres, in the Town of Durham, 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 Seller's right, title and interest in and to the Property. 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 should be completed on or before September 1, 1999. 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 Ninety Thousand and 00/100 Dollars (\$790,000.00), 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 October 15, 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 with respect to all of the Property shall be adjusted as of the date of the Closing. The taxes will be prorated according to the custom of the Town of Durham.

5. **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 sell 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. 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 may arrange for an assessment 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 assessment shall mirror the Phase I and Phase II assessments pursuant to the Transfer Act Site Assessment process, provided nothing in this Subsection 5.B shall be construed as requiring the Buyer to conduct either or both of a Phase I or Phase II environmental assessment.

The Buyer may require a Phase II investigation whether or not the Phase I assessment suggests that a release of hazardous waste, spills as defined in §22a-452c of the Connecticut General Statutes, or other pollution (collectively, a "Release") may have occurred and to this end may instruct the Engineer to execute a Phase II

assessment simultaneously with or upon the completion of the Phase I assessment. In the event the Phase I assessment suggests, or the Phase II assessment confirms, 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, the Buyer may terminate this Agreement as stated below. The expense of the environmental assessment of the property, as above described, shall be the responsibility of the Buyer.

If the Seller offers to remediate any suggested or confirmed 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.

The Buyer shall obtain a Phase I assessment of the Property no later than 30 days from the date all parties sign this Agreement (the "date of this Agreement").

Within forty-four (44) days from the date of this Agreement, the Buyer shall have the right to terminate the agreement because the Phase I assessment suggests that a Release may have occurred on the Property or the Buyer may at its own expense

acquire a Phase II environmental assessment to confirm the presence of a Release or on the Property.

If the Buyer exercises its right to a Phase II environmental assessment of the Property, it will proceed diligently to obtain the Phase II assessment. The Buyer agrees to notify the Seller immediately upon receipt of the Phase II assessment and to exercise its right to terminate the Agreement within twenty-one (21) days from receiving the Phase II assessment.

Failure of the Buyer within forty-four (44) days from the date of this Agreement either to terminate the Agreement or notify the Seller that the Buyer will conduct a Phase II assessment on the Property will constitute a waiver of the Buyer's rights to terminate this Agreement for the suggested presence of a Release on the Property.

Failure of the Buyer to terminate this Agreement within twenty-one days from receiving a Phase II assessment will constitute a waiver of the Buyer's right to terminate the Agreement for the presence of a Release on the Property.

Any notice permitted under this Section 5 for the Buyer to terminate the Agreement or engage in a Phase II assessment shall be complete upon mailing certified mail, return receipt requested, to the Seller at its address stated in this Agreement, or upon service upon the Seller by a sheriff or indifferent person, or upon



transmission of a facsimile message provided that notice is mailed certified mail, return receipt requested, or served upon the Seller on the next business day after the facsimile transmission.

6. **CONDITION OF PROPERTY.** Seller agrees that it shall maintain the Property in the same condition as exists on the date hereof, reasonable wear and tear expected.

7. **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

8. **RISK OF LOSS.** Throughout the period between the date of this contract and the closing, all risk of loss shall be on the Seller.

9. **NO ASSIGNMENT, BINDING EFFECT.** This Agreement may not be assigned by either party without the written consent of the other. Neither party is obligated to agree to any assignment.



# 3

ORDINANCE NO. \_\_\_\_\_

**DRAFT #2**

**NUISANCE CAT ORDINANCE**

BE IT ENACTED BY THE TOWN COUNCIL IN SESSION:

That Ordinance No. 454 "Nuisance Cat Ordinance" is hereby repealed and the following ordinance is substituted in lieu thereof.

**SECTION 1. POLICY DECLARATION**

The Town Council finds that feral cats and owned cats that damage property of others or cause unsanitary conditions are a nuisance and that it is appropriate and necessary, pursuant to the authority of §22-339d of the General Statutes to enact an ordinance, to seek to control the population of feral cats and to seek to eliminate the incidence of cats causing damage to property of others or causing unsanitary conditions.

**SECTION 2. DEFINITIONS**

For purposes of this ordinance: "feral cat" means a free-roaming domestic cat which is not owned; "keeper" means any person or organization harboring, regularly feeding or having in his or its possession any feral cat, and "owned cat" means a domestic cat owned by any person.

**SECTION 3. CONTROL OF FERAL CATS**

A. The keepers of feral cats in residential or commercial areas shall register, within one year of the adoption of this ordinance, with the Animal Control Officer at 5 Pent Road who shall thereupon provide information regarding the proper care and management of feral cats.

B. The keepers of feral cats shall provide for the vaccination of such cats against rabies and for the sterilization of such cats.

C. The refusal to permit the Animal Control Officer to impound a feral cat shall be deemed evidence of keeping.

ORDINANCE NO. \_\_\_\_\_

D. Any such keeper shall be considered an eligible owner for purposes of the animal population control program established under §22-380e to 22-380m, inclusive, provided such cats are adopted from a municipal pound.

**SECTION 4. PROHIBITED ACTS; VIOLATION**

No person owning or keeping any cat shall permit such animal to (1) substantially damage property other than the property of the owner or keeper or (2) cause an unsanitary, dangerous or unreasonably offensive condition. Violation of this provision shall be an infraction, payable by a fine of \$60.00.

**SECTION 5. PROCEDURES; VIOLATION**

A. The animal control officer may take into custody any cat found to be damaging property other than property of its owner or keeper or causing an unsanitary, dangerous or unreasonably offensive condition unless such cat can be identified as under the care of its owner or a registered keeper of feral cats. The officer shall impound such cat at the pound unless, in the opinion of a licensed veterinarian, the cat is so injured or diseased that it should be destroyed immediately, in which case the municipal animal control officer may cause the cat to be mercifully killed by a licensed veterinarian or disposed of as the State Veterinarian may direct. The animal control officer shall immediately notify the owner or keeper of any cat so taken, if known, of its impoundment. If the owner or keeper of any such cat is unknown, the officer shall immediately tag or employ such other suitable means of identification of the cat as may be approved by the Chief Canine Control Officer and shall promptly cause a description of such cat to be published once in the lost and found column of a newspaper having a circulation in the Town of Wallingford.

B. If such cat is not claimed by and released to the owner within seven (7) days after the date of publication, the animal control officer, upon finding such cat to be in satisfactory health, may sell such cat to any person who satisfies such officer that he is purchasing it as a pet and that he can give it a good home and proper care. The animal control officer may retain possession of such cat for such additional period of time as he may deem advisable in order to place such cat as a pet. If, within such period, any cat is not claimed by and released to the owner or keeper or purchased as a pet, the officer shall cause such cat to be mercifully killed by a licensed veterinarian or disposed of as the State Veterinarian may direct. No person who so destroys a cat shall be held criminally or civilly liable therefore.

ORDINANCE NO. \_\_\_\_\_

C. Any cat captured or impounded under the provisions of subsection A. of this Section shall be redeemed by the owner or keeper thereof, or the agent of such owner or keeper, upon proper identification, and presentation to the municipal animal control officer of a license, tag or other means of identification for such cat, and upon the payment by such owner or keeper or his agent of (1) the redemption fee, which is \$15.00, and (2) the cost of advertising incurred under the provisions of subsection A. of this Section. When the owner or keeper of any such impounded cat fails to redeem such cat within twenty-four (24) hours after receiving notification to do so, or, where the owner was unknown, within twenty-four (24) hours after notification was effected by means of publication in a newspaper, such owner or keeper shall pay, in addition to such redemption fee and the cost of advertising, the amount determined by the animal control officer to be the full cost of detention and care of such impounded cat. In addition, any owner or keeper of any such impounded cat who fails to redeem such cat within one hundred twenty (120) hours after receiving notification to do so shall have committed an infraction, payable by a fine of \$60.00.

I HEREBY CERTIFY that this Ordinance was enacted by the Town Council of the Town of Wallingford this \_\_\_\_\_ day of \_\_\_\_\_, 1999, in accordance with the provisions of the Charter of the Town of Wallingford.

\_\_\_\_\_  
Rosemary A. Rascati  
Town Clerk

APPROVED: \_\_\_\_\_  
William W. Dickinson, Jr., Mayor

DATE: \_\_\_\_\_

#10

ORDINANCE NO. \_\_\_\_\_

**DRAFT**

**CENTER STREET CEMETERY PERIMETER  
EXCAVATION ORDINANCE**

*BE IT ENACTED BY THE TOWN COUNCIL IN SESSION:*

**SECTION 1. POLICY**

The Town Council finds that burials in the Center Street Cemetery may have extended out into the streets that surround the cemetery at a time in history when the streets were narrow and the wall that now surrounds the cemetery was not built, and it is necessary, therefore, to implement a notification process to protect any graves that may have been interred outside the wall.

**SECTION 2. DEFINITIONS**

- a. "Person" means an individual, firm, partnership, corporation or any other legal entity.
- b. "Perimeter" means the exterior surface of the wall that surrounds the Center Street Cemetery.
- c. "Excavate" means to form a cavity or hole in the surface of the ground to a depth of more than eighteen (18) inches.

**SECTION 3. REGULATION**

No person shall excavate any portion of the ground within twenty (20) feet of the perimeter of the wall surrounding the Center Street Cemetery except in the presence of the Superintendent of the Center Street Cemetery or, in his absence, the President of the Cemetery Association, during the actual performance of the excavation work, unless such presence has been waived in writing by one or the other of said officers.

**SECTION 4. NOTICE**

The Department of Engineering shall notify the Superintendent of the Center Street Cemetery or, in his absence, the President of the Cemetery Association, upon the application by any person for a permit to excavate within the area regulated by this ordinance and shall provide a copy of this ordinance to any such applicant.