

Summary/Town Council Meeting

September 22, 1987

678

	<u>Page</u>
Public question and answer period/discussed Pension Fund and Mr. Musso commented on learning disability programs.	1-2
Approved a transfer of \$6,000 from Contingency/General Government \$3,000 to Christmas Lights/AWARD and \$3,000 to Christmas Lights, Public Celebrations Committee.	2-3
Authorized execution of lease with Wallingford Community Day Care Center, Inc. for use of rooms at Simpson School for BEFORE AND AFTER SCHOOL DAY CARE PROGRAM.	3-7
Approved terms of lease of Yalesville School to Benhaven.	7-12
Approved a transfer of \$2,780 from Public Works General Wages to New Roof/Civil Defense Building.	12
Authorized release of bond on Taber House dismantling.	13
Approved tax refunds totalling \$966.83.	13
Set public hearing for 8:00 p.m. on October 13, 1987 on an ORDINANCE ESTABLISHING A FLOOD AND EROSION CONTROL BOARD FOR THE TOWN OF WALLINGFORD.	13
Did not authorize submitting a formal proposal to the American Legion for purchase of 41 South Main Street property at appraised value and lease back for renewable five year term.	13-17
Authorized Mayor Dickinson to present various parking space options to Town Council.	17
Adopted resolution authorizing Mayor to execute a grant agreement to receive Connecticut Alcohol and Drug Abuse Commission monies and established fund entitled Council on Substance Abuse Special Revenue Fund/\$5,200 Estimated Revenues and \$5,200 Estimated Expenditures, Youth Service Bureau.	17-20
Authorized proceeding with condemnation of property rights on certain properties in the Westview Hills area to facilitate settlement of the deed restriction issue.	20-29
Noted for record annual financial statements and report of the Town of Wallingford Public Utilities for year ended 6/30/87.	29
Approved reorganization of classifications at Pierce Station: Utility Operator - Utility Helper/Electric Division and Senior Utility Operator, and Senior Chief of Shift & Chief of Shift.	29-30
Approved merit increase for Carlos Duran, Electric Division.	30
Accepted Hayledge Court, Strathmore Farms Subdivision. (P & Z)	30-31
Approved landswap between Town of Wallingford and Marriott Corporation along Northrup Road. (P & Z)	31
	<u>Page</u>
Noted correspondence/letter dated September 11, 1987 from Frank Zielinski, President, Polish National Alliance thanking the Town Council for approval of funding to upgrade the appearance of the entrance of the Casimir Pulaski Industrial Park.	31
Accepted Town Council Meeting Minutes of August 11, 1987.	31
Accepted Town Council Meeting Minutes of August 18, 1987.	32
Accepted Town Council Meeting Minutes of September 8, 1987, as amended.	32
Noted for record financial statements of the Town of Wallingford for the month ended August 31, 1987.	32
Meeting adjourned.	32

679

Town Council Meeting

September 22, 1987

7:30 p.m.

- (1) Roll call and pledge of allegiance to flag.
- (2) Public question and answer period.
- (3) Consider and approve a transfer of \$7,000 from Contingency/General Government to \$1,000 Public Celebrations, \$3,000 to Christmas Lights AWARD and \$3,000 to Christmas Lights, requested by R. Richard Castello, Treasurer, Public Celebrations Committee. \$6,000 released from Contingency/\$3,000 to AWARD & \$3,000 to Lights.
- (4) Authorize execution of lease with Wallingford Community Day Care Center, Incorporated for use of rooms at Simpson School for BEFORE AND AFTER SCHOOL DAY CARE PROGRAM.
- (5) Consider approval of terms of lease of Yalesville School to Benhaven.
- (6) Consider and approve a transfer of \$2,780 from Public Works General Wages to New Roof/Civil Defense Building, requested by Steven L. Deak, Director of Public Works.
- (7) Authorize release of bond on Taber House dismantling.
- (8) Consider and approve Tax Refunds in the amount of \$966.83 as follows:

Elizabeth and George Powers	\$421.74
Robert Sollenberger	101.64
Denise Novak	55.71
Rosemary Rascati	19.80
Linda Sobkowiak	18.81
Lori Darin	72.40
Leon Gouin	2.97
Edward Morris	36.04
Chester Klimaszewski	49.90
Donald Wolf	182.96
John E. Curtiss	<u>4.86</u>
TOTAL	<u>\$966.83</u>
- (9) SET A PUBLIC HEARING on  
AN ORDINANCE ESTABLISHING A FLOOD AND EROSION CONTROL BOARD  
FOR THE TOWN OF WALLINGFORD.
- (10) Authorize submitting a formal proposal to the American Legion for purchase of 41 South Main Street property at appraised value and lease back for renewable five year term.
- (11) Consider resolution authorizing Mayor to execute a grant agreement to receive Connecticut Alcohol and Drug Abuse Commission monies  
and  
consider resolution amending fund entitled Council on Substance Abuse Special Revenue Fund in amount of \$5,200 Estimated Revenues and \$5,200 Estimated Expenditures, requested by Youth Service Bureau.
- (12) Consider authorization to proceed with condemnation of property rights on certain properties in the West View Hills area to facilitate settlement of the deed restriction issue.
- (13) Note for the record the annual financial statements and report of the Town of Wallingford Public Utilities for the year ended June 30, 1987.
- (14) Consider approval of reorganization of classifications at Pierce Station - Utility Operator - Utility Helper/Electric Division and Senior Utility Operator, requested by Charles F. Walters.
- (15) Consider approval of merit increase for Carlos Duran, Electric Division, effective October 30, 1987, fiscal year amount \$1,080.
- (16) Consider acceptance of Hayledge Court, Strathmore Farms Sub-division, requested by Linda A. Bush, Town Planner.

- 680
- (17) Consider approving landswap between the Town of Wallingford and Marriott Corporation along Northrup Road, requested by Linda A. Bush, Town Planner.
  - (18) CORRESPONDENCE: Letter dated September 11, 1987 from Frank Zielinski, President, Polish National Alliance thanking the Town Council for approval of funding to upgrade the appearance of the entrance of the Casimir Pulaski Industrial Park.
  - (19) Consider acceptance of August 11, 1987 Town Council Meeting Minutes.
  - (20) Consider acceptance of August 18, 1987 Town Council Meeting Minutes.
  - (21) Consider acceptance of September 8, 1987 Town Council Meeting Minutes.
  - (22) Note for the record the financial statements of the Town of Wallingford for the month ended August 31, 1987.

Town Council Meeting

September 22, 1987

7:30 p.m.

A regular meeting of the Wallingford Town Council was held in Council Chambers, called to order at 7:35 p.m. by Vice-Chairwoman Marie B. Bergamini. Answering present to the roll called by Rosemary A. Rascati, Town Clerk, were Council Members Adams, Bergamini, Holmes, Killen, Polanski and Rys. Council Members Gouveia, Papale and Gessert arrived at the meeting shortly after the roll was called at 7:43 p.m. Also present were Town Attorney Adam Mantzaris and Thomas A. Myers, Comptroller. Mayor William W. Dickinson, Jr. arrived at the meeting at 7:50 p.m. The pledge of allegiance was given to the flag.

Mrs. Bergamini explained that there was a testimonial dinner for Mr. Frank Soldan, the former Superintendent of Schools and the Mayor and some of the Council Members went there and will be here shortly.

Public question and answer period.

Mr. Pasquale Melillo, 15 Haller Place, asked the Council Members if they thought there should be more participation regarding the handling of the Pension Fund, specifically being relative to being part of the Town Council meetings, especially in view of the fact that we are relating to millions of dollars.

Mrs. Bergamini stated that she did not agree with Mr. Melillo and explained that the Pension Fund was very badly underfunded about 10 years ago and someone had the foresight to finally hire an actuary to get that thing rolling. Right now, we pay .22¢ on every dollar earned into that pension fund and I don't ever want to see it in that kind of condition again. As far as I know, our Pension Fund has done fantastically well by the people that are handling it. I saw your statement in the paper about utility stocks and how we should go for utilities. Everyone that I talked to that plays in the stock market, thinks that that would be the worst thing you could possibly do. The utilities are not a good buy today. I don't think it should come before the Council. We have some of the greatest expertise on that Pension Committee. The meetings are open and the people can attend them.

Mr. Holmes asked Mr. Myers what the strength of the Pension Fund was at the present time and Mr. Myers explained that the Pension Fund has shown a very significant increase in assets over the past years. It is a very difficult theory to handle because, the funds are trusted for the retirement of municipal employees. Therefore, you would have to look at the investments not only from the standpoint of earnings but, the security of the investment also, so there is a mix. There is real-estate, equities, common stock, etc. so there is a mix in the portfolios and the mix is geared toward, not only the rate of the investment but, the security of the investment. Mr. Holmes added that this is discussed during budget workshop and does not think that it is a good idea for the Council to tinker with this.

(081)

Mr. Edward Musso, 56 Dibble Edge Road commented that he believed that it was about time that they all banded together and went up to Hartford and fought the liberal groups that are pushing for all kinds of things. He was at the Board of Education meeting and said that he thinks that it is terrible that they demand and then we have to do for this one and that one. The price for learning disabled children is going to be over \$1 million dollars next year. I don't know how these liberals go up there and twist the legislators arms to get all of these laws passed that affect all of us that have a little bit of money or are earning. These liberals are not American people, they are people that are lined up at the pork barrel and they have the front row. I think that it is about time that a stop was put to that. I think that we should all go up as a body or have a letter written to our legislators, that enough is enough, that we do not want to fund any more learning disability programs. We have 19 learning disability instructors and when they get above 19, they have to have a supervisor over there and that is another \$50,000 job, plus all of these teachers are getting \$20,000 and better. After they are 21 or 22 years old, we are stuck with them in other ways. I think that what they should do is take them and use their organs and things like that for the people that need them. That is a harsh thing to say but, we ought to get some good out of it. I still think that we should go up there and defend our interests, our town and our country. Soon, the learning disability budget is going to be greater than the regular peoples. All they talk about is, evaluating teachers, bringing them up to grade, so what the devil did they go to college for if they can't come out and be qualified to do something? I think that it is about time that we did something and went out there and stopped this train that is coming down upon us.

ITEM 3. Consider and approve a transfer of \$7,000 from Contingency/General Government to \$1,000 Public Celebrations, \$3,000 to Christmas Lights AWARD and \$3,000 to Christmas Lights, requested by Public Celebrations Committee, moved by Mr. Rys and seconded by Mrs. Papale. (WITHDRAWN - see next motion)

Mrs. Bergamini asked Mrs. Lucille Trzcinski when the English visit was scheduled and Mr. Killen explained that he believes the visit is scheduled for next year.

Mr. Killen asked Mrs. Trzcinski for a breakdown on the lights and Mrs. Trzcinski explained that she spoke with Mr. Blackman, who owns Creative Lighting and he is going to give them an exact cost on doing the trees at the Green, as well as the ones on Simpson Court. He is the gentleman that does all of the lighting for Constitution Plaza in Hartford. To my best understanding, the price will include all of the lights. Almost all of the lights will have to be replaced so the first year, the cost will be more than it will be from here on in, because then the lights that will belong to us, will have a 10 year guarantee. We looked into the cost for sprays and we simply cannot afford them this year so, we decided that the merchants will contribute to the uniform decorations of the buildings all the way up Center Street, and that will be the cost that every individual merchant will bear.

Mr. Killen asked if there was an overall figure on this and pointed out that they have gone from \$2,000 that was put up last year, and only about \$900.00 was spent. Mrs. Trzcinski explained that what they were going to approach the merchants to do is buying the sprays for the poles but, the poles on Center Street are so far apart and the brackets on them are so high, that anything that you do in the way of hanging anything on them or from them, virtually disappears visually. So, what we decided what the merchants could do would be to pay for the cost of the decoration of their own building. The sprays that we would like to have are beyond us. In order to do a total decorating project, the cost is approximately \$30,000. The cost of one spray, which is about 8 feet long, just greens with a red ribbon, with tiny little lights in it, is \$350 - \$400 dollars, for just one. This year we would like to get the lights and next year we hope we will be able to provide the sprays for the poles on the Green. We would like to begin a program that will build upon itself. The merchants this year will be assessed for the cost of those wreaths and red ribbons, that hopefully, we will be able to use year to year. The sprays are artificial and have a 10 year shelf life.

Mr. Killen suggested that if they are going to have a program,

he thinks the merchants should come up with a plan that they would be satisfied with, ask the town for donations, and we can ask the manufacturers to kick in along with private donations. Mrs. Trzcinski agreed with Mr. Killen. 682

Mrs. Johanna Fishbein explained that they have never had a plan for Wallingford. I think that this year, they do have a plan that will continue and it should build. I do believe that the merchants should kick in something towards this. I am not sure at this point, whether we can depend upon the merchant himself to do this. I think they should be aware of what the cost will be per merchant. I believe that we do need this money and I think we can make it better each year. Regarding the \$1,000 for the English visit, Mr. Hetzel could not be here tonight but, he has asked that it be deferred for another month because they are not quite sure how this money will be spent, at this time.

A motion was made by Mr. Rys to transfer \$6,000 from Contingency/General Government to the following accounts: \$3,000 to Christmas Lights AWARD and \$3,000 to Christmas Lights, seconded by Mrs. Papale.

VOTE: All ayes; motion duly carried.

Mrs. Fishbein and Mrs. Trzcinski thanked the Council.

ITEM 4. Authorize execution of lease with Wallingford Community Day Care Center, Incorporated for use of rooms at Simpson School for BEFORE AND AFTER SCHOOL DAY CARE PROGRAM, moved by Mr. Rys and seconded by Mr. Holmes.

Mrs. Bergamini read the following Agreement:

A G R E E M E N T

September 22, 1987

THIS AGREEMENT made this \_\_\_\_\_ day of September, 1987, by and between the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter called "Town", and THE WALLINGFORD COMMUNITY DAY CARE CENTER, INCORPORATED, hereinafter called "Day Care";

W I T N E S S E T H :

WHEREAS, Day Care is desirous of using Room 32 and Room 26 of the building known as Simpson School for designated periods as hereinafter set forth; and

WHEREAS, Town is agreeable to said use under certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Day Care will have exclusive use of Room 32 for its Before and After School Program on Monday through Friday from 6:30 A.M. to 9:00 A.M. and from 3:00 P.M. to 5:30 P.M.

2. Day Care will use Room 26 for its Before and After School Program on Monday through Friday from 6:30 A.M. to 9:00 A.M. and from 3:00 P.M. to 5:30 P.M. only.

3. Day Care will have the use of Room 26 and Room 32 from 6:30 A.M. to 5:30 P.M. during school vacations and summer months when school is not in session.

4. Day Care will be responsible for supervision during said hours of use.

5. Town shall be responsible for utilities and maintenance of the two designated rooms.

6. Day Care shall provide Town with liability insurance satisfactory to said Town to cover those involved in said program and shall save the Town harmless from any and all claims arising as a result of the use of said Room 32 and Room 26 by Day Care.

7. This agreement shall be effective October 1, 1987 through September 30, 1988.

8. It is agreed between the parties that this Agreement may be terminated prior to the date of termination by either party upon a minimum of sixty (60) calendar days' written notice.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above mentioned and to a duplicate instrument of like tenor and effect.

Signed, Sealed and Delivered in the Presence of:

TOWN OF WALLINGFORD

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
William W. Dickinson, Jr.  
Its Mayor  
Duly Authorized

THE WALLINGFORD COMMUNITY  
DAY CARE CENTER, INC.

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Robert Wilson  
Its President  
Duly Authorized

Mr. Killen commented that he is upset with this because he had asked for space for the VFW for storage for the equipment that they lend the needy in town and was told that there were no rooms available and all of a sudden, we have 2 rooms available here. 684

Mayor Dickinson explained that Day Care has been using the space and the Council gave them permission in 1985. Ms. Queen explained that they have been out there for 2 years without a lease agreement. Mayor Dickinson added that there was a requirement for a lease and then they had trouble getting liability insurance so, it has been a matter that has been delayed because they did not have a certificate of insurance. This was caused by the closing of Robert Earley due to the Fire Marshal for use of the Day Care. At the point that they had to leave Robert Earley, Simpson School rooms were made available.

Mr. Killen pointed out that the Agreement is allowing the Recreation Department to have the use of room 26, which makes them a 3rd party. Mayor Dickinson explained that the Recreation Department is a part of the Town of Wallingford. Mr. Gessert disagreed with Mr. Killen and added that maintenance is listed in the Agreement and we don't have Public Works list in here, as they should be responsible for the building, because Public Works is responsible for maintaining our buildings, but they are part of the Town. Mr. Killen explained that he is trying to find out if we are making the Recreation Department a separate part of a contract because a contract is normally limited to the parties involved. We are leasing this to the Day Care Center and holding them responsible for it and in the interim, we are also leasing it for a certain period of time to the Recreation Department. Should anything happen in this particular room, we now have the question as to who is responsible for it. Each side can say that the other one is responsible. This is one of the reasons that they do not like you to bring a 3rd party into a contract.

Mr. Holmes asked Ms. Queen if she had a problem with the Recreation Department using this room and Ms. Queen explained that they have been doing this right along. One room is shared space and the other room is for our exclusive use.

Mrs. Papale asked why it was mentioned in the Agreement that the Recreation Department will have the use of room 26 for evening activities because the Recreation Department and many other departments have many uses in that building and Ms. Queen explained that they have been using that room during the day and our understanding, when we moved in there, was that we would have one room for our exclusive use (room 32) and that room 26 would be shared with the Park and Recreation Department because they had several programs already ongoing, where they use it 2 hours here and 2 hours there, and that is why it is in there. Mrs. Papale suggested that it be taken out of the Agreement.

Mrs. Bergamini asked who is cleaning the rooms now and Ms. Queen explained that it is currently being cleaned by the contractor from the town, and they are there all evening on a regular basis. We had our own private contractor and it wasn't working out.

Mr. Gouveia asked why no one else can use room 26 after hours and Ms. Queen explained that they have confidential records, refrigerators, supplies, telephones and equipment. Our regulations are so specific as to how things have to be kept, it is essential that we have one place that is only ours.

A motion was made by Mr. Killen to amend paragraph 2 of the Agreement to read: "Day Care will use Room 26 for its Before and After School Program on Monday through Friday from 6:30 A.M. to 9:00 A.M. and from 3:00 P.M. to 5:30 P.M. only.", which will delete the last sentence, seconded by Mr. Adams.

VOTE: (Amendment) Holmes and Rys voted no, Adams, Bergamini, Gouveia, Killen, Papale, and Gessert voted yes, motion duly carried.

VOTE: (original motion)  
All ayes; motion duly carried.

ITEM 5. Consider approval of terms of lease of Yalesville School to Benhaven, moved by Mr. Rys and seconded by Mrs. Papale.

## THIS INDENTURE,

Made by and between THE TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut,

LESSOR, and BENHAVEN, INC., a Connecticut corporation with an office and place of business in the City of East Haven, County of New Haven and State of Connecticut, whose mailing address is Maple Street, East Haven, Connecticut, 06512,

WITNESSETH: That the Lessor has leased, and does hereby lease to the said Lessee all that certain piece or parcel of land with all buildings and improvements thereon standing, containing seven (7) acres more or less, being the premises formerly known as Yalesville Elementary School located on Church Street in Yalesville, Town of Wallingford, State of Connecticut, and shown as Lot 58, Block 1 on Assessor's Map No. 60.

for the term of two (2) years from the first day of October, 1987, for the total rent of EIGHTY-TWO THOUSAND AND 00/100 (\$82,000.00) DOLLARS, payable as follows:

First Year - \$40,000.00, payable in eleven (11) monthly installments of THREE THOUSAND THREE HUNDRED FIFTY AND 00/100 (\$3,350.00) DOLLARS each, and one (1) final monthly installment in the amount of THREE THOUSAND ONE HUNDRED FIFTY AND 00/100 (\$3,150.00) DOLLARS.

Second Year - \$42,000.00, payable in twelve (12) monthly installments of THREE THOUSAND FIVE HUNDRED AND 00/100 (\$3,500.00) DOLLARS each.

Said premises are to be used only for educational and related purposes.

All rental payments hereunder shall be made payable to the Town of Wallingford and posted to the Office of the Comptroller, P. O. Box 67, Wallingford, Connecticut, 06492.

And the said Lessor covenants with the said Lessee that it has good right to lease said premises in manner aforesaid, and that it will suffer and permit said Lessee (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

And the said Lessor covenants with the said Lessor to hire said premises and to pay the rent therefor as aforesaid, that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that it will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor\* but will deliver up the same at the expiration or sooner determination of its tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

\* Said written permission will not be unreasonably withheld.

Provided, however, and it is further agreed that if the said rent shall remain unpaid fifteen (15) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation therein expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and

possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee 686

And it is further agreed between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

And it is further agreed that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor

And it is further agreed between the parties hereto, that the Lessee agrees to comply with, and to conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor its agents, to applicants for purchase or lease, and for necessary repairs.

And it is further agreed that the said Lessee agrees to pay the water rates, or rent, for all water used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for.

And it is further agreed between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Lessor; that in case the damage shall be so extensive as to render the building or demised premises untenable, the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any unexpired term of said lease.

And Lessor further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

And the Lessor covenants that in the event the Lessor is required to employ an attorney in order to enforce a provision of this lease, the Lessee shall pay a reasonable attorney's fee.

And the Lessee further covenants that this lease shall be a net-lease and that Lessee shall be responsible for all interior repairs, broken windows, all utilities and maintenance of the grounds including snow removal, sanding and grass cutting.

And the Lessee further covenants and agrees to be responsible for regular and ordinary maintenance and repairs. Lessor further covenants and agrees to be responsible for all structural repairs.

And it is further agreed between the parties to these presents that the Lessee may paint the trim and other wooden portions of the exterior of the school building and may install and erect temporary partitions in any of the rooms used by the Lessee, which partitions shall remain the personal property of the Lessee.

And it is further agreed between the parties to these presents that the Lessee may install a chain link fence along the Church Street side of the building running in a general easterly and westerly direction in close proximity to the public sidewalk fronting the building and thence in a general southerly direction from each end of said fence to the building so as to form a generally rectangular courtyard which would enclose both exits from that side of the building, which fence shall have a gate capable of being locked and which fence

shall remain the personal property of the Lessee.

And Lessee further covenants and agrees to provide liability insurance for bodily injury and property damage of no less than \$1,000,000.00 for each occurrence for the leased premises and shall name the Lessor as an additional insured. The Lessor will continue to provide fire insurance coverage for the buildings on the leased premises

687

And it is further agreed that Lessee accepts the said premises and the building thereon standing in its present condition "as is" and is satisfied that all utilities and other systems are in proper working order.

And it is further agreed by and between the parties to these presents that the Lessor shall have the use of the playground area of the leased premises, the use of one classroom and the use of one rest-room for its summer recreation program from June 15th to August 20th during the term of this lease.

And it is further agreed between the parties to these presents that the Lessor shall have the use of the gymnasium in the building from 5:00 A.M. until 9:00 P.M. as a polling place for all regular local and State elections and shall, upon ten (10) days written notice to the Lessee, have the use of said gymnasium for any special election, primary, referendum or initiative.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_

Signed, Sealed and Delivered in presence of

THE TOWN OF WALLINGFORD, Lessor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: William W. Dickinson, Jr.  
Its Mayor, duly authorized

BENHAVEN, INC.

BY: Amy L. Lettick  
Its President, duly authorized

State of Connecticut, }  
County of } SS.

A. D., 19\_\_

Personally appeared William W. Dickinson, Jr., Mayor of the Town of Wallingford

signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

\_\_\_\_\_  
Notary Public.  
Commissioner of Superior Court,

State of Connecticut, }  
County of } SS.

A. D., 19\_\_

Personally appeared Amy L. Lettick, President of Benhaven, Inc.,

signer and sealer of the foregoing instrument and ~~personally~~ acknowledged the same to be her free act and deed, ~~before me~~ and the free act and deed of said corporation, before me.

\_\_\_\_\_  
Notary Public.  
Commissioner of Superior Court,

Mr. Myers asked to have the address of the Comptroller's Office changed from 701 Center Street to P.O. Box 67, because of the move to Robert Earley, he would like all of his mail going to a P.O. Box.

Mr. Polanski asked Mr. Larry Wood if Benhaven intended to build a fence around the school and Mr. Wood explained that they would like to put a fence along Route 68 because of the heavy traffic.

Mr. Rys asked what will happen to the fence once Benhaven leaves and Mr. Wood explained that the fence will stay and belong to the Town of Wallingford. Attorney Mantzaris added that when the lease was written up, he assumed it would remain Benhaven's property. 688

Mr. Rys asked what the intent of the Town of Wallingford is at this point, regarding the fence and Attorney Mantzaris stated that these are the type of improvements that he did not think would be of any value to the Town of Wallingford so he inserted it as the remaining property of the Lessee. The partitions can be removed and there was a special purpose for the fence and I thought it should remain their property and if they don't care about that, we can make it the other way if you wish. Mr. Wood added that if the Town wanted it removed when they vacated the premises, since it is their property, they would be responsible. Mr. Rys added that he would prefer to see the fence left.

Mrs. Papale pointed out that it would cost quite a bit of money to remove a chain link fence that is cemented into the ground and added that she does not understand why anyone would want to pull it out once it is in there.

Mr. Killen asked if in the 4th paragraph on page 2, (page 9, 1st paragraph of the minutes) if the word agrees was left out and Attorney Mantzaris replied yes.

Mr. Killen asked what the situation was going to be on the sewer rates and Mr. Wood explained that when the lease mentions "all utilities", he assumes it would cover sewer.

Regarding paragraph 7 on page 9 of the minutes, Mr. Killen asked to have net-net lease explained and Attorney Mantzaris explained that they would be exempt from paying taxes and except for fire insurance, it is not net-net. The town is going to continue to pick up the fire insurance, as a landlord.

Mr. Gessert stated that he would be happy to entertain Mr. Musso's comments regarding the lease but if he wants to get involved in personal attacks against anyone using this building, he will be asked to leave.

Mr. Musso asked who spear-headed this deal that is being shouldered on the Wallingford taxpayers and suggested that Benhaven stay in North Haven and find another place there that is going out of business over there. We don't need any more of those kind of people and schools around. Mr. Gessert told Mr. Musso that if he keeps it up, he will ask the police to remove him. Mr. Musso shouted at Mr. Gessert and asked again, who the pusher of this lease was and Mr. Gessert told Mr. Musso that it was the Town of Wallingford. Mr. Musso stated that he is against it.

VOTE: All ayes; motion duly carried.

Mr. Musso told the Council that he hopes that they can live with this.

ITEM 6. Consider and approve a transfer of \$2,780 from Public Works General Wages to New Roof/Civil Defense Building, requested by Public Works, moved by Mr. Rys, seconded by Mr. Holmes.

Mr. Rys explained that the roof at the Civil Defense Building is in need of repair because of water damage.

Mr. Gessert asked if the ceilings were also going to be repaired and Mr. Deak explained that they are only going to fix the roof and added that he had 2 bids. One bid was \$24,000 and the other bid (lowest bid) was \$11,930.

Mrs. Bergamini commented that if these bids were sent out under the name of John Doe, they would get a better price and Mr. Deak agreed.

VOTE: Polanski voted no, Rys passed, Adams, Bergamini, Gouveia, Holmes, Killen, Papale and Gessert voted yes; motion duly carried.

ITEM 7. Authorize release of bond on Taber House dismantling, moved by Mr. Rys and seconded by Mrs. Bergamini.

689

Mr. Gessert commented that to the best of his knowledge, the dismantling and the moving of the house has been completed and the bond was only for the dismantling process.

Mr. Killen pointed out that the fence was supposed to be restored and Mr. Thomas Solinsky explained that the Library Board wants to have the fence repaired.

VOTE: Gouveia passed,  
Adams, Bergamini, Holmes, Killen, Papale, Polanski, Rys and Gessert voted yes; motion duly carried.

ITEM 8. Mr. Rys moved to consider and approve Tax Refunds in the amount of \$966.83 as follows:

Elizabeth and George Powers	\$421.74
Robert Sollenberger	101.64
Denise Novak	55.71
Rosemary Rascati	19.80
Linda Sobkowiak	18.81
Lori Darin	72.40
Leon Gouin	2.97
Edward Morris	36.04
Chester Klimaszewski	49.90
Donald Wolf	182.96
John E. Curtiss	4.86
TOTAL	<u>\$966.83</u>

seconded by Mrs. Bergamini.

VOTE: All ayes; motion duly carried.

ITEM 9. SET A PUBLIC HEARING on AN ORDINANCE ESTABLISHING A FLOOD AND EROSION CONTROL BOARD FOR THE TOWN OF WALLINGFORD.

Mrs. Bergamini moved to SET A PUBLIC HEARING on October 13, 1987 at 8:00 p.m., seconded by Mr. Rys.

Attorney Mantzaris explained that he could not rationalize why a town the size of Wallingford did not have the entire Council be the Flood and Erosion Control Board. Mr. Killen added that the town is losing a lot of valuable time because we have to go back through this process again and added that he does not blame Attorney Mantzaris.

VOTE: All ayes; motion duly carried.

ITEM 10. Authorize submitting a formal proposal to the American Legion for purchase of 41 South Main Street property at appraised value and lease back for renewable five year term, moved by Mr. Rys and seconded by Mrs. Bergamini.

Mayor Dickinson explained that from what he has been told, the Board of Directors for the American Legion, are not interested in selling. However, the Commander has indicated that the town could make a formal proposal and they will go to their membership and make a decision.

Mr. Gessert asked what we would gain if we purchased the property and then leased it back for a period of five years and Mayor Dickinson explained that at that point, we own the property and we are leasing it back to the American Legion for use as their headquarters and we would have parking rights. That would be the terms of the lease. What we want to do, is to allow them to use the property for a sufficient time for them to be able to find another location. It would solve a lot of problems regarding expenditure of money on that site for parking improvements, etc. because we would be the owners (Town of Wallingford). The appraised value would be in the neighborhood of \$300,000, according to Mr. Frank Barta.

Mr. Adams commented that it is almost like giving a blank check here because when we say \$300,000, we don't know if that is accurate. I would like to see an actual appraised value on that

from more than 1 person and bring it back to us and then, knowing what it is, then we can make a decision on it. I feel uncomfortable saying that we are going to authorize you to submit a formal proposal based on maybe \$300,000. I would like to know what the exact figure is and I think the people would also like to know. 690

Mrs. Bergamini stated that she does not think that this is the type of thing that should go in open session because we are dealing all of our cards in public. The citizens of Wallingford elected us to do what is right for them and now, we are showing all of our cards and discussing this openly with all of these prices, is wrong.

Mayor Dickinson explained that no one is going to, at this point, vote to just allow open ended negotiations. The only price that you are going to ultimately be agreeable to is an appraised value price. I have an appraisal, based upon Mr. Frank Barta, who is our Town Assessor, indicating \$300,000. Yes, that indicates what we will pay for it. You aren't going to want to pay more for it and they are not going to want less than the appraised value. I don't think that there is a problem because, we are not going to pay more than the appraised value and we have the figure from Mr. Frank Barta, as to what the appraised value is, so you make an offer on the property. They may not want to sell it anyway.

Mr. Killen pointed out that he has a copy of the cards and they show \$158,000 for an appraised value. Mr. Gessert explained that that is based on 1980, and added that what the Assessor is saying is that today's market value of that property is X number of dollars. If everyone of us went to the Assessor's Office tomorrow, and found out what our houses were assessed for, there wouldn't be a person in this room that would sell their house for the appraised value, or what the market value of it was in 1980.

Mr. Killen added that this is why you have to be careful when using the term appraised. When it says appraised value, I have every reason to believe that we were going to go for appraised value as listed here. Before we spend any money on this, I want to find out how many parking spaces we are going to get from this.

Mr. Polanski pointed out that this is only one part of the proposal and they should find out what the alternative would be to expand the parking either overhead or underground at the present school. I think we should have all of the information on the American Legion plus any alternative.

Mr. Killen added that he thinks the Town Planner should get involved in this.

Mayor Dickinson explained that in order to develop figures on multi-level parking, you are talking about getting a Consultant to design it, because you can't do that by just general estimates. This means spending money to have someone come in to survey the site, determine how the parking would be structured, where exits were to go, so you are talking about the expenditure of money to accomplish that. If you want to do that, fine, but I think multi-level is going to be more expensive than the purchase of real estate.

Mrs. Bergamini commented that the Town is spending a lot of money to beautify Wallingford and does not agree with sticking an ugly multi-level garage in the middle of Main Street.

Mr. Gouveia commented that he agrees with Mr. Polanski and look at other options before they engage in this venture, and added that \$300,000 is a great deal of money for only 15 or 20 parking spaces.

Mr. Holmes commented that he does not think it will hurt to go ahead with a proposal to the American Legion at this point in time because we are not spending any money, we are just entering into negotiations.

Mr. Gessert disagreed with Mr. Holmes and explained that once you make an offer and somebody else says yes, you may be legally bound by it. Mayor Dickinson added that they are only talking about making them an offer, and we would obtain at least 30 parking spaces.

Mr. Gessert suggested that the Engineering Department get involved in this and most of the Council Members agreed.

Mayor Dickinson added that he has the estimate on what it would cost to improve the rear, which is why I thought that we should purchase, rather than lease from anyone. It would cost about \$60,000 to improve the rear. 691

Mr. Rys commented that they should have parking available for the public at the new Town Hall and not have the problem that the new Police Station has now with regard to not enough parking.

Mr. Edward Musso shouted at the Council that he wants to hear all of the prices and wants to know what they are socking him for. He added that they don't need the parking there because they should make a parking lot over on the east side of town. They should also hire meter maids and ticket anyone who parks there too long, and fine them plenty.

Mr. Salvatore Falconieri, 281 Grieb Road, commented that the members of the American Legion (he is also a member), had a meeting about 3 months ago and it was decided that they will not sell. Therefore, any proposal that you make, will have to go back to the membership and have another vote and I know that they will not sell it. Town employees do not rate parking spaces because it is not in their contracts.

Mayor Dickinson explained that planning for a downtown congested area, requires parking. If the more people you put out on the street, the fewer people are ever going to go downtown and utilize any services there because they can't find parking. Parking is always the critical issue. Anytime that you can provide it, in the interest of the future, and in the interest of other people that are going to be needing it, it is time that it is provided. If we don't, it is just going to be a worse situation than it is now.

Mrs. Papale commented that she agrees with Mayor Dickinson regarding the problems with parking. She added that she would like to see more paper work before a decision is made.

Mayor Dickinson added that he does not feel that the town should lease an area that it has to put \$60,000 into, to provide for parking. When the lease is up, the town is out, and that money is unrecoverable. The Commander told the town to go ahead and make a formal proposal.

Mr. Killen suggested that a proposal be offered to the others in the area and see if they can make a central parking area.

Mayor Dickinson explained that the owners of the Redmond and Lacy properties were contacted and were not interested. At the rear, there are some others that are all residential, they haven't been contacted, they are not as large blocks, they are separated by a retaining wall at the back (retaining wall for the school) so, whether they would be available, would be anyone's guess. There is nothing as attractive, in terms of traffic flow, as the American Legion property.

Mr. Dwayne Braithwaite, suggested that the town condemn the property that they need for the parking because it would be for the good of the town and Attorney Mantzaris explained that when you condemn property, you buy it.

Mr. Edward Bradley suggested that everyone get their heads together and come up with alternatives and come back to the Council and present them.

VOTE: Bergamini, Holmes and Rys voted yes,  
Adams, Gouveia, Killen, Papale, Polanski and Gessert voted no; motion did not carry.

Mayor Dickinson commented that he does not think that they will be able to come up with very reliable figures on multi-level without hiring someone. We can develop whether any other property is for sale but, I have my doubts about estimating costs on multi-level. If you want multi-level, you will have to give me some indication that you are willing to spend some money on it.

Mr. Killen commented that he is more interested in what land might be available in the foreseeable future on the one level.

Mrs. Bergamini commented that she is not in favor of multi-level at all.

Mr. Gouveia added that he would also like to see an assessment of needs concerning parking.

692

A motion was made by Mr. Holmes to have the Mayor come back to the Council with various options in regards to the parking for the new Town Hall, at whatever price to be developed, to go with it, seconded by Mr. Polanski.

VOTE: Bergamini and Rys voted no,  
Adams, Gouveia, Holmes, Killen, Papale, Polanski and  
Gessert voted yes,  
motion duly carried.

ITEM 11. Consider resolution authorizing Mayor to execute a grant agreement to receive Connecticut Alcohol and Drug Abuse Commission monies, Youth Service Bureau, moved by Mr. Rys and seconded by Mr. Holmes

and  
consider resolution amending fund entitled Council on Substance Abuse Special Revenue Fund in the amount of \$5,200 Estimated Revenues and \$5,200 Estimated Expenditures, Youth Service Bureau, moved by Mrs. Bergamini and seconded by Mr. Rys.

Mr. Holmes read the following Resolution:

RESOLUTION

WHEREAS, the Town of Wallingford has made application to receive a state grant to support the development and activities of local, municipal-based substance abuse prevention council.

Be it resolved the following fund entitled Council on Substance Abuse Special Revenue Fund in the amount of:

Estimated Revenues	\$ 5,200.00
Estimated Expenditures	\$ 5,200.00

is hereby established.

Certified: Thomas A. Myers 9-16-87  
Thomas A. Myers, Comptroller

Approved: William W. Dickinson, Jr.  
William W. Dickinson, Jr., Mayor

VOTE: (on Resolution just read by Mr. Holmes)  
Mrs. Papale was not present for the vote,  
Adams, Bergamini, Gouveia, Holmes, Killen, Polanski, Rys  
and Gessert voted yes,  
motion duly carried.

Mrs. Bergamini read the following Resolution:

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WALLINGFORD FOR A  
STATE OF CONNECTICUT ALCOHOL AND DRUG ABUSE COMMISSION GRANT.

WHEREAS, Connecticut Alcohol and Drug Abuse Commission through the Local Substance Abuse Prevention Council Grant Program (LPCP) will provide a one year initiative to support the development and activities of local, municipal-based substance abuse prevention councils.

WHEREAS, it is desirable and the best interest of the residents of Wallingford to accept said grant:

1. That it is cognizant of the conditions and prerequisites for state assistance imposed by grant provisions.
2. That the filing of an application by the Town of Wallingford in an amount not to exceed \$5,500.00, is hereby approved and that the Mayor of the Town of Wallingford is hereby authorized and directed to execute such application with Connecticut Alcohol and Drug Abuse Commission, to execute such other documents as may be required by the Connecticut Alcohol and Drug Abuse Commission, to execute any amendments, recisions and revisions thereto, and to act as the authorized representative of the Town of Wallingford.

Mr. Rys seconded above resolution.

Mr. Killen asked Mrs. Marty Barracato-Camire what is required and she explained that an annual report is required, on her part.

Mr. Edward Musso, 56 Dibble Edge Road, commented that he is against giving this money to the Youth Service Bureau because all they do is just spend money and what good do they do.

Mrs. Barracato-Camire invited Mr. Musso to stop in any time and she would be happy to show him around.

Mrs. Barracato-Camire explained that the Council has come up with some goals, which is to continue the awareness of youth substance use and abuse through a safe homes program which is geared to families in the community. They sign a pledge that they will not serve drugs or alcohol in the community. The parents sign the pledge, they return the form to our office and if the parents call up wanting to know, if their children are going to a party, they can find out if this persons house is on the list. We also plan to provide activities and educational programs to youths in grades 6-8 and their families. The other part of the money would go to the trained peer advocates. We have youths in the 11th and 12th grades that are trained to go speak with the 5th graders in the elementary schools.

Mr. Holmes asked what a parent would do if they called and said that they thought that their son or daughter were on drugs and Mrs. Barracato-Camire explained that they have a part-time counselor that deals with drugs and alcohol and that would provide them with treatment for them and their family. We are located at 701 Center Street, which is the old Simpson School, up on the second floor and we are open every day, Monday through Friday, 9-5 and sometimes later.

Mr. Dwayne Braithwaite asked if there was someone in town whose function was to fill out grants and Mr. Gessert explained that Mr. Roe is in charge of filling out grants. Mr. Gessert added that the Council is the legislative body and in order for grants to be applied for, they have to come from the administrative head, but it also has to come from this body here, authorizing them to apply for grants. They come to us, we authorize it, the Mayor usually presents it or some of his staff develop it and present it to him for approval, it comes to us for approval and we authorize him to go ahead with it. Mr. Braithwaite asked if the Council has looked into the stipulations of the grant, the way it is being read, that there are no catches that will come by and bite us later on? Mr. Adams explained that he deals quite a bit with grants on a yearly basis and most of these grants have to be applied for and the procedures, etc. are those that the people who are dealing with the grants, have the expertise in. By putting these grants through the Town Council, the Mayor, etc. we are making sure that not only that it is legal, as far as funding is concerned and going through the Comptroller's Office, but it is also an opportunity for the people in the public to hear what this program is about. If we didn't have it that way, and someone was just applying for the grants, etc. the public would have very little knowledge about it. I think this is a way for people to know what is going on.

VOTE: Unanimous ayes; motion duly carried.

Chairman Gessert declared a brief recess at this point.

ITEM 12. Mrs. Bergamini moved to purchase the real covenants dealing with sanitary sewer use charges attached to and running with

the premises owned by Paul Gough at 1 Kingsland Avenue and owned by Dwayne A. Braithwaite and Michelene G. Braithwaite at 26 Kingsland Avenue and, if necessary, to acquire said covenants by eminent domain pursuant to State Statutes, seconded by Mr. Polanski. 694

Mrs. Papale mentioned that since she has served on the Council for 12 years, votes which have not passed have not come back to the table unless a "no vote" person puts it back on the table and she inquired if 4-4 was considered a "no vote." Mr. Gessert explained that Roberts' Rules of Order say that if somebody makes a motion and it's defeated, then somebody who voted in the negative has to bring it back but this item is brought back up at the request of the Mayor. Attorney Mantzaris agreed that if this item was attempted to be introduced at the last Council meeting, it would have had to have been by someone who voted against the motion but Roberts' Rules say that a motion can be renewed at another meeting as many times as a board wishes. . . "motion is peculiar in that the making of the motion has a higher rank than its consideration. . . ." "it can be made only on the day the vote to be reconsidered was taken; it must be made by one who voted with the prevailing side."

Attorney Mantzaris read regarding renewal of a motion. . . "When an original made motion or an amendment had been adopted or rejected, the same motion cannot be again brought before the assembly at the same session except by motion to reconsider but it may be introduced again at any future session." Mrs. Papale has always been told that she could not bring an item back for reconsideration if she voted yes.

Mayor Dickinson added that Roberts' Rules are meant to move business at a given meeting and Roberts' Rules is not meant to prevent discussion of items on another occasion.

Mrs. Bergamini remembers when she voted no on a union contract and felt after going home that she goofed and she called the Town Attorney at that time and was told that she could bring the item back since she had voted no and a special meeting was called for that purpose.

Mrs. Papale is under the impression that the PUC will hold a special meeting and Mayor Dickinson explained that the advertisement was delivered but not printed in time and a public hearing will be held. Mrs. Papale felt that the Council should listen to the public hearing first. Mayor Dickinson explained that there are two statutory authorities--one for eminent domain and the other for water pollution control authority to seek condemnation. The PUC is acting under the statute for water pollution control authorities; the town is acting under the eminent domain statute and each one has separate authority, continued Mayor Dickinson; one requires a public hearing and the other doesn't.

Mrs. Papale asked if the Council voted now for condemnation and the PUC holds their public hearing about something else--Mayor Dickinson explained it's a separate authority which they would be able to bring in their own right--all bases are being covered so that if there is a problem under one statute--we have also the other statute.

Mr. Killen asked on what basis this item was put on the agenda and Mr. Gessert said the Mayor requested it. Mr. Killen said Roberts' Rules does not give anyone outside the debating society (Town Council) the right to renew a motion--that falls within the Council's purview and no-one else's. Attorney Mantzaris explained that the Council has some of their own rules and asked if the rules provided for anyone to request an agenda item. Mr. Killen said they certainly do but does not intend that anyone can continually bring them up again or he would have the Taber House from now until hell freezes over, tied up every night. Mr. Killen said that the Chair would decide if items requested would be treated as correspondence or an item on the agenda and Mr. Killen felt that what is being tried is to make the punishment fit the crime and the Council is the body who should decide whether or not they want to bring this particular matter up and it was defeated.

Mr. Gouveia asked Attorney Mantzaris to explain in detail the process of condemnation. Attorney Mantzaris explained that you vote to authorize the purchase of real property and the administration then attempts to negotiate price and, failing that, you would file with the Clerk of the Superior Court a Certificate of Taking and deposit the sum of money which their appraisal says the property is worth, and upon the filing of that Certificate of Taking, at that

point, the Clerk approves the Certificate the the property becomes 695  
that of the town. Mr. Gouveia asked if there were an appeal process  
and Attorney Mantzaris explained that usually the appeal involves the  
amount of money and it could also involve a claim that the procedure  
was not followed correctly and the property being taken is not neces-  
sary for the town's use, so there are two avenues of appeal. Mr. Gouveia  
asked if the people could also appeal because they feel that this is  
not a property right and Attorney Mantzaris said that would be the  
second avenue, not real property and an appeal would probably be  
set by an injunctive action to stop the taking.

Mr. Gouveia asked about the time limit for appeal and Attorney  
Mantzaris said if they were going to remain with the condemnation  
action, the only question in that action is how much money and an  
appeal would have to made before it becomes an accomplished fact.  
Mr. Gouveia heard that there is up to six months to appeal this  
decision and he suggested going to court and asking for a declaratory  
ruling as to whether or not this is a property right or a contract  
right and he feels that process would be quicker and less costly.  
Mr. Gouveia asked how much it would cost to condemn one property  
only and Attorney Mantzaris explained that this would be handled  
by Attorney Farrell and there is a court entry fee of \$90 and a  
deposit would be made in the amount of what the town felt the  
property right was worth and the Town Attorneys are paid a salary  
to handle this matter. Attorney Mantzaris explained that the town  
would start with one and if the town is right, the price set by the  
judge will, in all probability, as other condemnations have shown,  
once the court set a figure on what an acre of land was worth, other  
judges follow that, and the chances are that will set the standard  
for the other 300+. Mr. Gouveia asked how long it would take to  
go to court and request a declaratory ruling--Attorney Mantzaris  
has never brought an action for a declaratory judgment but he would  
add there are a couple of questions about a declaratory ruling--it's  
a procedure used for attempting to have the court explain the rights  
of parties under certain agreements and he thinks it really talks  
about rights of behavior and procedures. Attorney Mantzaris felt  
that there isn't any question about the rights of the people in  
this agreement and Mr. Gouveia felt that there is a very important  
question--is it a contract right or a property right because if it  
is a contract right, you can't condemn it. Attorney Mantzaris is  
not sure this is a proper question for a declaratory judgment action  
but that question will also be answered, and very quickly, in a  
condemnation procedure or a separate action after commencing condemna-  
tion. Mr. Gouveia feels that this will cost a lot more than a  
declaratory ruling and will take much longer.

Mr. Gouveia said the motion talks about the property rights of  
certain properties and he asked if we could be more specific  
about which properties being talked about and Attorney Mantzaris  
explained that it was the same motion. Mr. Gouveia said the  
Council does not have all the information for this drastic action.  
Attorney Mantzaris explained that from the Town Attorney's Office's  
point of view, the question is the \$15,000,000 grant that the town  
may stand to lose unless we have uniform sewer use rates and our  
advice to their body is to get rid of these agreements and if  
it develops that they are not real property, we can't condemn.  
Mr. Gouveia asked if the case was being jeopardized by using  
these two names and the reason the \$400 and \$1,200 was given was  
that the \$1,200 was the family who had the most number of people  
in the household and the \$400 the least number of people in the  
household and he felt that property rights had nothing to do with  
the number of people in the house. Attorney Mantzaris felt that  
the appraiser thought that the more people using the sewer in a  
particular household, the more valuable it would be to have that  
\$15 charge since sewer usage is based upon water consumption and  
the only people being benefitted are the people using those houses  
now and there is a bonus for the present owners. Mr. Gouveia has  
no problem voting for a condemnation once he is assured this is  
the right way to do it and if he is told by a judge that this is  
a property right and can be condemned, then the rest of the town  
also has a right to make sure they don't lose \$15,000,000.

Attorney Mantzaris said that is exactly what the condemnation action  
will show people--either it is or it isn't a property right. Mr.  
Gouveia asked if the condemnation action was available in 1985 and  
Attorney Mantzaris said it was available for a long time. Mr. Ges-  
sert asked why it wasn't exercised in 1977 and Mr. Gouveia said he  
was not talking to Mr. Gessert. Mayor Dickinson said you could make

a big issue out of this early on and, as was stated previously, we wouldn't have the grant--Mr. Gouveia said maybe the grant wasn't deserved.

696

Mayor Dickinson explained that nobody has lost any rights or lost any money at this point--the town has gained the grant and at the point the process is reversed and a big fight is made about this, as sure as the Mayor is sitting here, Bill Holden through the EPA, would have said the Town of Wallingford is not ready to use this money and there would be court cases and a fight about the ability to impose uniform charges and the grant would go to Bristol--Mr. Gouveia felt that by mentioning Bristol, you will be open to a lawsuit. Mayor Dickinson said the issue was a list of priority towns and Wallingford met the eligibility requirements--the state and federal governments knew about the whole issue since they were told about it by the Town Attorney's Office in 1979 or previous to that and were told to clear it up. Mayor Dickinson added that the grant has been secured and now we will deal with this issue--if we lose on the issue, then ultimately, the federal government will want the grant back and if the issue is resolved and settled, the grant will be kept but this would not be discussed at this point if it had come up before the grant was visited upon the town. Mr. Gouveia felt that the town was aware of all the conditions in applying for the grant and did not indicate impediments to the grant. Mayor Dickinson asked who has been injured and Mr. Gouveia feels that he has personally been injured. Mr. Gesert felt that accusations are being made and the Mayor just explained that they were told in 1979 what the situation was and Mr. Gouveia said the Mayor did not mention Masonic Home Foundation and these people and Kondracki Lane and Mr. Gouveia feels that this is misleading.

Mr. Polanski asked when this grant was applied for and the Mayor believed it was 1985. Mr. Polanski asked when this information relative to this problem was given to the public and Council and Mayor Dickinson explained that the issue of the agreements was discussed by departments; the town had applied for the grant early on but it was a question of waiting for your place in priority. Mr. Polanski said the DEP knew of the problem and gave the town the money and told them to straighten it out. Mayor Dickinson summarized their position which was that the town's obligation was to charge uniform rates at the point that the town would be covering the cost of construction and the increase in rates to cover that.

Mr. Killen said that when the grant was applied for, it was said that uniform rates were already in place and permission was given for the Chairman of the PUC to sign that particular request and the Council did not give that authority and Mayor Dickinson said the Council authorized his office to. . . Mr. Killen asked to see it in the record and he would apologize any way the Mayor requested.

Mayor Dickinson said it was approved that ~~the~~ Mayor sign the grants and Mr. Killen said that the original vote ~~was~~ for the PUC Chairman to sign it and that's the way it appeared ~~on~~ the agenda and his point was that you had to assume that the Council or the PUC would take any action necessary to bring the rates in line and there was no guarantee once we applied for that grant that we were going to do so. Mayor Dickinson said Mr. Killen is pointing out something that would be true on any grant or anything the town undertakes-- whenever we obligate ourselves to a future action, if the town does not take that action, in this case, impose uniform charge, we would lose whatever it happened to be. As an example, the Mayor explained that if we, in a grant, say we want this money and the state requires that you get the grant audited every three months and we don't comply with that. . . Mr. Killen said two things went hand in hand--we applied for the grant and we bonded and we bonded with the understanding that we were going to get the \$15,000,000 and there was no guarantee we were going to get the \$15,000,000 because there was no guarantee with the votes and everything was taken on faith but it should have been done on the knowledge that we were bonding and getting the grant and it wasn't done that way. Mr. Killen said that if we lose this particular case, we lose the \$15,000,000 and the Mayor said that is correct. Mr. Killen felt that he can't get information to make a vote on it.

Mayor Dickinson explained to Mr. Killen that there will always be that case where there is an executive branch and a legislative-- the Council's function is not the same as the Mayor's function-- the Charter doesn't describe it the same and the Mayor has different duties than a Council Member and the Council can't possibly

deal with the day to day things the Mayor has to deal with; by the same token, the Council has to make judgments on overall appropriation of funds for any given project and you are entitled to what information is necessary in the interest of the town to make that decision but you can't possibly be in the same place as someone who is acting as Mayor--entirely different functions. Mr. Killen has never tried to usurp the Mayor's duties nor lose the Council's but he is very well aware that the Mayor is the administrator and he (Mr. Killen) is a member of the legislative body and whatever Mr. Killen does, he has to have all the knowledge possible to make the decision and if after the fact he finds out this information was available to a member of the town who could have made it available to Mr. Killen to help make his decision and they didn't do it, then there is something radically wrong with him and the person who didn't make it available to him because if you don't trust him, then he shouldn't be here and he is deeply disturbed over it. Mr. Killen is very, very disgusted. 097

Mr. Holmes wanted the record straight--the things that were covered up were covered up in the 1950's, 1960's and the 1970's and this situation is going to be resolved. Mr. Killen said Mr. Holmes doesn't know what he is talking about because he doesn't deal with facts but Mr. Killen does.

Mr. Dwayne Braithwaite said the Mayor stated there was a letter in 1979 and it was stated in a letter sent to DEP in 1979 that everything was in order and they wrote back and on April 25, 1985, a letter was written about two areas that were not in order but there was nothing about Ashlar and the Westview Hills agreements.

Mr. Braithwaite said it will be expensive to condemn--why just two people since he felt that action should be taken on all 335 properties or whatever a court decides is applicable and if you don't, it seems to be discrimination. Mr. Braithwaite felt that if he had not taken any action 9 or 10 months ago, he would be paying the same sewer rates as everyone else and this was fought as an issue by his neighbors. Mr. Braithwaite is being charged interest and has had a threat of lien and has had to spend legal fees and Mr. Braithwaite asked if these things aren't legal, why is the Town of Wallingford charging him more than \$15 until this is taken care of--he wants that money back and taken off his bill and he wants this issue of liens--why are you picking on him--you picked the two most vocal people to go after and this will be reviewed at the PUC public hearing.

Paul Gough, 1 Kingsland Avenue believed that the Mayor's words were, "no one has lost any rights" and the rights to free speech have been infringed and he feels his privacy has been infringed by the town, rights he considers rather precious and more than \$12,000 has been spent on legal fees already and time has been lost. Mr. Gough wanted to talk about what the EPA sent back in 1979 of which the current administration is aware, "Should the borrower wish to obtain grants under our program, these impediments, referring to the agreements, to the formulation of an approvable user charge system must be eliminated." They were told to eliminate them in 1979 and it is almost 1988. Mr. Gesert felt that obviously, the people in 1979 didn't address the problem. Mr. Gough felt that this man in office is addressing the problem rather late.

Mr. Gough stated that the Mayor mentioned that there were two statutes to proceed under; one requires a public hearing and one doesn't. Mr. Gough asked if there would be no public hearing and if this was why the other statute was being suggested since he would like to have some input if there is a condemnation proceeding because Dwayne and he have some rather serious questions to raise about issues which come to mind when reading all about various rights to the Constitution and they know enough about those rights to know they are being stepped on.

Mr. Gough continued that no-one has yet told you why they were selected and he felt the Mayor knew why and, as Mr. Gouveia pointed out, you may be making the wrong action. Mr. Gough asked what the objective criteria was and he does not see how the Council can, in good conscience, vote for anything since they don't know why they are supposed to be doing it. Mr. Gough said that you are told if you lose this action, it's all over and he has a letter he sent to the Mayor on September 6, 1987

giving him a rejection of his offer which was higher than is now being discussed and suggesting that we could get together for further negotiations and Mr. Gough has had no answer to that which is another alternative--negotiations are always an alternative.

698

Mr. Holmes remembers a discussion in which it was stated that an offer would not be made until the town comes forward and makes an offer. The town made an offer and there was no counter-offer presented by the Rights-In-Deeds group. Mr. Gough said the Mayor is taking this as a property right and this group is taking it as a contract right.

Mr. Gough felt that the parties could sit down and negotiate. Mr. Holmes said an offer was made and Mr. Gough said the response to that was to bring it to their people and to ask them if they would accept it and they said no and Mr. Gough sent a letter back to the Mayor offering to get together for further meetings and the Mayor has not responded to that. Mr. Holmes read in the paper that the group would not negotiate any further. Mr. Gough asked the Mayor if he received a letter offering an opportunity to meet again and Mayor Dickinson replied that he did receive a letter but, as he indicated at the previous meeting, unfortunately, the negotiating group was unable to bind anyone to the figure they came up with. Mr. Gough felt that the condemnation proceeding was unable to bind everyone also. Mayor Dickinson felt that until there is the ability to negotiate and have a figure that everyone would have to agree to, the town would end up negotiating with each one individual. Mayor Dickinson felt that with all the debate about whether it's a contract or property right, he can't see 350 separate discussions on whether it's a contract or property right because it just does not go anywhere. Mr. Gough didn't know whether they could influence everyone but he had a feeling that the negotiating committee, if it felt it had a real offer from the Town Council, Mayor's Office or PUC, it could be brought back to the people and maybe get some agreement on it.

Mrs. Bergamini asked Mr. Killen if anything was presented at the meeting he attended with the Rights-In-Deeds group and Mr. Killen said they did not present another price which he had hoped they would come forth with and the problem he is having now is that when anyone has been given the background of this between a contract and a property right and he feels the Council is being asked to vote in a vacuum and he is afraid it will be political. Mrs. Bergamini said they have had the papers for the last six months which she has read and she said six months ago and will say again that the only way to resolve this issue is in the courts--there will never, never be a meeting of the minds--be it condemnation, be it making an offer, or whatever. Mr. Killen said we are debating how to go to court and there is no information on which is the best way to go to court and that is his problem--how to make the best decision.

Attorney Mantzaris mentioned that we are in court already with their two lawsuits and that is one set of facts and those two lawsuits are asking that those agreements be upheld; in one case upheld and in the other case, give some money back and don't charge them. He continued that there is a possibility, he supposed, for a declaratory judgment and he was told by someone in the audience who has handled one that if it's on the court side, it could take a year and it could be claimed to a jury which could take it to 2½ years and the other way is condemnation. The Town Attorney's Office recommends condemnation which will get to the issue of property right or contract right immediately--if it's a contract right, the condemnation will be no good and the town will be stuck with the contract rights and whatever the value might be; if it's a property right, it's another set of values and he felt this could be determined fairly quickly, within the year. Mr. Killen said he would ask Adam to appear in court with a sentence as his only guide and he wondered how the town would make out in court.

Mr. Killen said the Council has never received, in the form of a letter, the information that it was the Town Attorney's Office decision to proceed with condemnation and Mayor Dickinson pointed out that there is a September 3, 1987 letter from Gerry Farrell which made a request to place on an agenda for the next regularly scheduled Council Meeting an item regarding discussion and action concerning condemnation of deed rights. Mr. Killen made a statement one evening at a Council Meeting and Mr. McManus straightened

him out and told him, "I am the Town Attorney--I give the legal opinions" and this comment was made in response to something Mr. Killen said was the Town Attorney's opinion. Mr. Killen pointed out that Mr. Farrell is an associate and not the Town Attorney and he doesn't give legal opinions, according to Mr. McManus' interpretation and again, Mr. Killen is at the mercy of attorneys. Mr. Killen said we are back to square one. 699

Attorney Mantzaris is telling Mr. Killen in words now but he would be glad to supply a written opinion. Mr. Killen felt that this was known about since the 1960's and the Council is given very little evidence and he asked how Mr. Mantzaris would like to be told that he couldn't cite any case as a precedent--could he win many cases that way? Attorney Mantzaris advised Mr. Killen that the way to solve this problem is with condemnation and it has been discussed that any other alternative is not acceptable to the town and the present lawsuits are not an acceptable way to handle this question. Attorney Mantzaris does not agree with a declaratory judgment route because, if at the end of that process the ruling is that it is a property right, then we are back to where we are tonight--do we condemn that or negotiate and it seems from what has been read in the papers that negotiation will probably not get us anywhere. Attorney Mantzaris presented his experience as an attorney on settling cases--if a case is going to get settled, it will be settled before a jury is picked or before trial, not six months before in a session where people are discussing various aspects of it as we all are here tonight and that is why he is recommending condemnation. Condemnation is the arrow, or bullet, as you might say, and we will find out very quickly whether it is property or contract; if it's property, we can condemn and we will own it and we will go from there with the others, continued Attorney Mantzaris.

Mr. Killen asked if Attorney Mantzaris had read the literature on this going back to the 1960's, from Regan and Gallagher and Galligan, all the others--the word contract appears all over the place and you can't hide from it--it even appears in Church's, no ifs, ands or buts about it. Attorney Mantzaris felt that if they were a court, he would go along with Mr. Killen and this issue has never been brought to a court and that is where it ought to go and Mrs. Bergamini could not have said it better--it will not get settled any other way, for us or for them. Mr. Gough felt the town should bear getting a declaratory judgment and the reason they chose not to is that they were concerned about the people being overcharged.

Mr. Killen apologized to Mr. Holmes for losing his temper a few minutes ago.

Mr. Adams said the Council went through this two weeks ago and Mr. Gough made it very clear that the Rights-In-Deeds people were still willing to renew negotiations and there hasn't been any attempt to renew negotiations and it seems to him that if we are taking every avenue possible to resolve the problem, why have negotiations been forgotten? Mr. Gessert said there is power within the negotiating committee to negotiate but it still must be brought back to the body for a vote but in this particular operation, as the Mayor pointed out before, Rights-In-Deeds could come to an agreement at this table or in the Mayor's Office and Mr. Gough and Mr. Braithwaite and two or three other members of the committee could agree that figure x is fair and they could have 100 people in their membership agree with them but there are 235 people who feel it is worth more and will not settle for figure x but would want three times that and would not sign and there are further negotiations and 100 more people decide to settle for twice the x figure and there 135 left who won't settle for that and then the last person doesn't agree to settle for a dime less than \$50,000--where are you and how long does that take? Mr. Adams felt that basically, we don't know what these people would have done.

Councilman Polanski feels that the Right-In-Deeds group admits to the fact that they do not represent everyone and they also admit that everyone did not respond affirmatively to the questionnaire distributed. Mr. Polanski felt that negotiations will not settle the problem because you cannot negotiate with everyone involved.

Mr. Braithwaite said he had a personal stake in this and felt that he should be heard and he does not care whether or not this is condemned but the action taken up to this point had better be considered because if his contract is condemned and it holds up, he will take suit with the town because he has been put through all this and there will be another legal battle on

700  
the town's hands because he will not sit still and go through all of this and then ten months later, be told a mistake was made and now this can be condemned since the Mayor said this could not be condemned because of a contractual right, after he has spent money upon money and all this time and effort. Mr. Braithwaite wishes there would be a consensus of opinion, legal or otherwise, and stick to it and he will bring suit against this town and, personally, he thinks he is being harrassed by putting him and Paul up as the figureheads in this thing. Mr. Gessert felt that the court will probably decide that too. Mr. Braithwaite said this will be a federal case. Mr. Braithwaite wants a refund because he feels the town is charging him for something he doesn't own--Mr. Gessert pointed out that the whole argument is that he hasn't been paying full price.

VOTE: Council Members Adams, Gouveia, Killen and Papale voted no; Bergamini, Holmes, Polanski Rys and Gessert voted aye; motion duly carried.

Eleanor Durgan, 36 Kingsland Avenue said this is a legal issue being made political and Mr. Polanski responded by saying that the Council is making this a legal issue. Mr. Rys said the Council is representing 37,000 people and Ms. Durgan said they are representing 1,000 people who are being treated unjustly--there is supposed to be justice for all.

Mr. Polanski reminded Ms. Durgan that there are 38,000 other people in Wallingford that the Council represents and he has felt from the beginning that the only way this will be settled is for a judge to say that either you are right or the town is right and he wishes to let the court decide.

ITEM 13. Mrs. Bergamini moved to note for the record the financial statements and report of the Town of Wallingford Public Utilities for the year ended June 30, 1987, seconded by Mr. Rys.

Mr. Killen questioned the capital budget which always intrigues him and he sees a figure which shows total expenditures of \$2,234,208, and the appropriations seem to be a little shy of that at \$2,983,833 and Mr. Myers explained that it was the appropriation carryforward that has already been capitalized. Mr. Killen felt that the lines must all be consistent and each line should have been separate and a deficit on the top line, even if it was made up on the bottom line. Mr. Myers believed that the capital work in process is projects capitalized attributable to the lines above but he would check into it.

VOTE: Unanimous ayes; motion duly carried.

ITEM 14. Consider approval of job reorganization of classifications at Pierce Station--Mr. Walters explained that this entailed Senior Chief of Shift, Chief of Shift and Senior Utility Operator, along with Utility Operator and Utility Helper and the only new position in the group is the Senior Utility Operator, the only job description that would require the Council's consideration and approval and the rest is just an outline of why that is recommended and how it would fit in--the whole purpose of this is to broaden the classification so that maintenance and operating duties can be combined to provide increased flexibility since the existing classifications were set up a number of years ago when the plant was operating on a daily basis and the existing job descriptions is a lack of ability to do maintenance of any significant proportion. Mr. Walters explained that the Senior Utility Operator Position which people are working towards requires that they develop an expertise in one of several possible areas and this will give the department the ability to utilize these people better.

Mr. Rys does not see anything in his budget book for Utility Helper under existing personnel. Mr. Walters said there is not one authorized at present and these are existing job descriptions but there is not funding for a Utility Helper today and these are proposed job descriptions and, as was discussed at budget time, personnel was low and people with prior experience were brought in at a Utility Operator level and the difference there is several years of experience. Mr. Walters said they have job descriptions for many positions that are not currently authorized or funded and right now, he is looking for job descriptions and the next time there is an opening in the power plant and he is back to a position where he has capable help, he would want to give preference to bringing somebody in at a helper level and he would have

to come back to the Council for that permission. If the job description is approved, Mr. Walters still has to go back to the union and negotiate a wage rate and he must go through all the steps.

Mr. Rys asked if the job descriptions were approved, is this something that can be looked at in the next budgetary process and Mr. Walters said it would have to be or he might come back before April but he would have to come back, no question. He would not hire someone in at the Senior Utility Operator level and he would look at the right time to move up Utility Operators to Senior Utility Operators. Mr. Walters explained that this is just a step at this point to get approval for the concept and if the concept is bought, to establish the Senior Utility Operator job classification--no dollars--so he can go to the next step with the union and bargain for a rate and some day put people into it.

Mr. Polanski said it looked like the Turbine Switchboard Operator position would be eliminated in order to utilize Utility Operators to do a variety of duties and Mr. Walters agreed that is correct and the present Turbine Switchboard Operator is a fairly narrow job description. Mr. Polanski asked what job openings there were presently in the Electric Division and Mr. Walters said they are one person short at the Utility Operator level, looking at the approved budget, and this is about to be filled, the only vacancy.

Mr. Killen asked why the Senior Utility Operator job description, under REQUIRED QUALIFICATIONS it read, "must possess expert proficiency in at least one of the following areas" and a dozen areas are listed and he asked the reason and Mr. Walters explained that at various times, you would insist or direct a person into the one that you might not have--there are only three or four mentioned--and they don't want three in one area and none in the other and they would like one in each of these areas and in the operating area, they want them to be able to operate every piece of equipment in the plant and they want at least one expert, for instance, in welding. Mr. Killen asked if they have an expert in welding and Mr. Walters sees Mr. Killen's point and right now, they are looking to develop one in each of these areas and if they had one in each area and someone left, that is the one he would want to fill.

Mr. Holmes moved approval of restructuring of job classifications at Pierce Station for Senior Chief of Shift, Chief of Shift, Senior Utility Operator, Utility Operator and Utility Helper, seconded by Mr. Rys.

VOTE: Unanimous ayes; motion duly carried.

ITEM 15. Mr. Rys moved approval of merit increase for Carlos Duran, Electric Division, effective October 30, 1987, fiscal year amount \$1,080, seconded by Mr. Holmes.

Mr. Polanski asked how long this man has worked for the Electric Division and Mr. Walters felt it was two years.

VOTE: Unanimous ayes; motion duly carried.

ITEM 16. Mr. Rys moved acceptance of Hayledge Court, Strathmore Farms Subdivision, seconded by Mrs. Bergamini.

Mr. Killen said this area has the water pressure problem and he is in no hurry to accept the street until something is done.

Miss Bush explained that the Water Division has separate bonds for all water and sewer items. Mr. Killen asked what would happen if the street was not accepted and Mr. Gessert said they would not get snow plowing and Mr. Killen said that is his point and he would hope that other people in that area might start putting some pressure on both the developer and the town to get something down since nothing is getting done now. Mr. Gessert asked the Mayor about a station being built in that area to increase the water pressure and Mr. Killen said he was told the developer was holding up the works and the written word isn't worth a lot and the spoken word is worth a lot less and he feels that something will have to be done because those people do have rights. Mayor Dickinson said that the last report he had last week was that the work was on schedule and was expected to be finished by the end of this month.

VOTE: Councilman Killen voted no; all other Council members voted aye; motion duly carried.

ITEM 17. Mrs. Bergamini moved for discussion approval of a landswap between the Town of Wallingford and Marriott Corporation along Northrup Road, seconded by Mr. Rys.

Miss Bush gave the Council some history on this item: in 1984, another group owned this property, called Springtime Associates, and at the time the site plan was being considered, Mr. Costello noticed there was a little triangle of town owned land at the corner, left over from the rebuilding of Route 68 and he suggested to the commission that this swap be proposed to obtain right-of-way along Northrup Road which might be beneficial to the town in the future and because the town had no use for this piece that it be made part of the property. Miss Bush had deeds prepared back then between the town and Springtime but Springtime pulled out and nothing was ever done and now Marriott has purchased the piece and their site plan stands without the piece but this way, the town would gain a small area of land which may or may not be useful in the future and the Electric Division wants to keep guying permission on the property but that is all and that is written into the deed. Miss Bush said the area presently owned by the town is correct and Mr. Costello rechecked the legal description and the area to be gained along Northrup Road is only .043 acres instead of .06 acres and the town would get about 1,900 square feet and they would get 2,590 square feet, where Mr. Costello's figures had the town getting 3,120 square feet. Mr. Killen asked if anything would go on the town owned land and Miss Bush said possibly landscaping since the site plan is all designed. Miss Bush said the right-of-way on Route 68 in that area is 120 feet and even ten years from now, no-one will want a ten lane highway.

VOTE: Unanimous ayes; motion duly carried.

ITEM 18. Mr. Gessert read the September 18, 1987 letter from Frank Zielinski, President, Polish National Alliance thanking the Town Council for approval of funding to upgrade the appearance of the entrance of the Casimir Pulaski Industrial Park.

ITEM 19. Mr. Rys moved acceptance of August 11, 1987 Town Council Meeting Minutes, seconded by Mrs. Bergamini.

VOTE: Councilmen Adams and Killen passed; all other Council Members voted aye; motion duly carried.

ITEM 20. Mrs. Bergamini moved acceptance of the Town Council Meeting Minutes of August 18, 1987, seconded by Mr. Holmes.

VOTE: Councilmen Gouveia, Killen and Papale passed; all other Council Members voted aye; motion duly carried.

ITEM 21. Mrs. Bergamini moved acceptance of the September 8, 1987 Town Council Minutes with the following corrections:

Page 3, first paragraph, fifth line where it reads that the "Charter is not more stringent," she thinks she said, "if the Charter is more stringent," and the word not should be removed and

Page 2, fourth paragraph, fifth line, "also read that the 4 Town Attorneys have said" it was said by Mr. Soltesz that the "four attorneys he had heard from" not Town Attorneys and the word town should be taken out.

Mrs. Bergamini moved acceptance of the September 8, 1987 Town Council Minutes, as amended, seconded by Mr. Polanski.

VOTE: Adams, Bergamini, Gouveia, Papale and Polanski and Rys voted aye; Gessert, Holmes, Killen and Rys passed; motion duly carried.

ITEM 22. Mr. Rys moved to note for the record the financial statements for the Town of Wallingford for the month ended August 31, 1987, seconded by Mrs. Papale.

VOTE: Unanimous ayes; motion duly carried.

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 10:53 p.m.

Meeting recorded by Susan M. Baron  
Meeting transcribed by Susan M. Baron  
and Delores B. Fetta

Approved

David A. Gessert  
David A. Gessert, Chairman

October 13, 1987

Date

Rosemary A. Rascati  
Rosemary A. Rascati, Town Clerk

October 13, 1987

Date