

SPECIAL TOWN COUNCIL MEETING

OCTOBER 4, 1988

7:00 p.m.

A special meeting of the Wallingford Town Council was held in Council Chambers, called to order at 7:07 p.m. by Chairman Albert E. Killen. Answering present to the roll called by Town Clerk Kathryn J. Wall were Council Members Adams, Bradley, Doherty, Holmes, Papale, Solinsky, Zandri and Killen. Also present were Mayor William W. Dickinson, Jr., Adam Mantzaris, Town Attorney, and Peter Hamel.

The Pledge of allegiance was given to the flag.

Mr. Killen announced that this special meeting was an informational meeting to bring the Council up-to-date on what took place at the Policy Board meeting on September 30 concerning the trash plant project. He stated that the Council would have a chance to ask questions first and then he would open the meeting to the public for questions. He then turned the meeting over to Mayor Dickinson who had attended the September 30 meeting at CRRA offices.

Mayor Dickinson stated that at the meeting the International Bank of Japan (IBJ) presented their view regarding the bankruptcy of Vicon and what would have to take place to have a new operator. Ogden Martin, which is IBJ's choice of an operator, indicated the facility is capable of being operated and is well constructed. Fluor Corporation will soon complete the construction of the plant. At that point, the role of Vicon was to operate the plant during the term of contract. Vicon went bankrupt so it is an obligation of all parties to obtain another operator so that the plant will do what it's supposed to do and produce revenues to pay the bonds that total some \$58 million. The Ogden Martin/Bank of Japan proposal would change the contracts in three ways.

1. Any federal change in law would become a risk of the municipalities, not the operator. Under the current contract if the federal government changed laws, required additional equipment or whatever, it would be a risk of the operator. Under their proposal that risk would be placed upon the towns.
2. There would be an increase in the operation and maintenance fee of about \$1.4 million per year.
3. IBJ wants to be paid, in an indirect way, the \$6 million they loaned to Fluor during the time of construction. While that is not a municipal obligation, they would want that to be part of our obligation in order for the bank to be made whole.

The principal reason for the meeting was to give IBJ and Ogden Martin a chance to present their proposal. Another meeting has been set for October 11 at which time information regarding this proposal, any progress in changing its basic elements, and three other proposals will be discussed.

(Mr. Parisi arrived at 7:13 p.m.)

CRRA received a total of eight proposals for a replacement operator. Seven others were reviewed previously and there are four proposals that are potentially in the running. All have to be further reviewed.

The consequence of any of this is, if an operator is not found, then IBJ would look to foreclose. They would call in the bonds and look to sell the project. If there is a foreclosure, it could be publicly owned by the municipalities. If an operator is found, it would continue ideally under the existing contracts. That is where the initial decision making comes in. If there are necessary changes in those contracts each town would have to agree. It is my understanding that any one town can object. It is not a majority rule.

The real issue is obtaining an operator. The good news is that the plant is capable of being operated. Ogden Martin is in the business of resource recovery and operates 5 or 6 other plants. They are familiar with the technology and have indicated the plant will operate. But there has not been any agreement as to any change in the current contracts, including the tipping fees.

The municipalities at the meeting indicated displeasure with the IBJ proposal.

The major factors in any changes really regard the assumption of risk, i.e., a change in federal law, natural disasters rendering the plant inoperable,

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mechanical break down of the plant, etc. Currently these risks rest with the operator. If we go to a public project, any one or all of those could become the responsibility of the municipalities.

At the meeting on October 11 the proposals will be reviewed and hopefully there will be an indication from the municipalities as to whether they are willing to proceed or not. If there is a proposed change in a contract the Council will be informed. Right now the municipalities are looking for more information from IBJ, Ogden Martin, the other proposals and CRRA.

Mayor Dickinson then asked for questions.

Mr. Zandri asked if this would be considered a breach in the original contract and Mayor Dickinson responded that it was a potential breach as far as IBJ was concerned. Mr. Zandri then stated that it seemed that certain concessions had to be made.

Mayor Dickinson said at this point we don't know what the potential operator's bottom line is. CRRA would review the proposals and I assume they would bring to our attention the one that is closest to the original contract. They'll inform us of all of them, but that's the one that would receive the most attention. If it means a change then we'll deal with that. Neither CRRA nor IBJ has the authority to choose an operator. Ultimately that's our decision. If IBJ's operator was going to proceed totally within the bounds of the existing contract, then things would proceed as we know them now.

Mr. Bradley asked whether the towns had an obligation to pay the \$6 million to IBJ and if this money was above and beyond the initial cost.

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Mayor Dickinson stated we had no legal obligation to pay it and it was his understanding that the \$6 million was to aid in the construction phase of the contract.

Mr. Bradley wanted to know if anything was discussed as far as tipping fees.

Mayor Dickinson responded that the increase of \$1.4 million in the operating maintenance fee would be passed on to us in the form of an increased tipping fee.

Mr. Bradley then asked for more information regarding the risks involved.

Mayor Dickinson stated the principal risk that IBJ and Ogden Martin do not want to assume is the federal government risk. Additional money may have to be spent in the future in order to meet a change in federal law. Currently the responsibility to comply would be on the operator who would have to obtain financing for any improvements on it's own. This could not be passed on to the municipalities. A change in state law would fall on CRRA.

Mr. Bradley stated he understood a comment was made that the plant was five years behind in technology.

Mayor Dickinson disagreed and stated the emission control equipment was state-of-the-art and the technology regarding the grate was pre-existing technology.

Mr. Bradley asked if IBJ foreclosed on the plant what would our financial and legal exposure be.

Mayor Dickinson stated he assumed IBJ would sell it. That would be difficult if the purchaser wasn't sure whether a continuous source of garbage would be available and where he would put the ash. He did not know if there was a financial impact on Wallingford if there was a foreclosure. He believed the contracts would be terminated, including the landfill lease. If they obtained an operator, he believed they would be restricted to the terms of the existing contracts unless a change was agreed to.

Mr. Solinsky asked under the current contract if there was a change in the federal law could the increased costs be passed on.

Mayor Dickinson stated up to a certain amount the project would pay for those. Beyond that it is a risk of the operator and is not passed on through the tipping fee. The cap is the bonding limit cap.

Mr. Doherty asked what would happen if IBJ liked plan A and the towns liked plan B and did Mayor Dickinson feel the Ogden proposal was the only one IBJ was considering.

Mayor Dickinson responded to the first question that IBJ would be in a position to seek foreclosure and he did not feel IBJ would not consider anyone else.

Mr. Doherty then asked if at the October 11 meeting the towns would be pressured to pick an operator. The Mayor responded it's possible but could not be done at that meeting.

Mr. Doherty asked if the November operating date still stood.

Mayor Dickinson stated he thought Fluor Corporation would look to bring the plant into acceptance but would probably not continue beyond that stage.

Mrs. Papale asked who was asking us to pay the \$6 million to Fluor. She did not feel it was the towns' problem.

Mayor Dickinson responded it was not a direct payment from the towns that ultimately goes to IBJ. The increase in the tipping fees would allow Ogden Martin to indirectly pay back IBJ the amount of money they put up during construction. He added IBJ sees the project as a necessity for us in the terms of handling garbage and that would result in a favorable decision for them. They are emphasizing our needs and we emphasize our lack of obligation.

Mrs. Papale then asked if the increase of \$1.4 million was because Vicon didn't figure out the operating and maintenance costs correctly and suggested maybe that's why they went bankrupt.

Mayor Dickinson stated that the operating and maintenance estimates of Vicon didn't cause the bankruptcy because the plant isn't even operating. At this point we do not know what the operating costs are until it's operated. All the figures are estimates. Ogden Martin's estimates are based upon their experience with their technology and what they know of the plant. They felt that Vicon's figures were underestimated. This is something CRRA has to review as to why there is such a difference in estimating costs.

Mrs. Papale asked whether the \$6 million would be put into the tipping fee and if item number 3 of their proposal was deleted did the Mayor feel the tipping fees would still be raised \$1.4 million.

Mayor Dickinson responded that in an indirect way that would impact the tipping fee. Ogden Martin would state that the principal reason for the increase in the operating and maintenance cost is that they feel an additional \$1.4 million per is necessary to properly operate the plant. He then stated that even if number 3 was deleted their argument would be that it would still go up to potentially the same amount. They are factoring the \$6 million into another part of the equation on the equity. There is no one simple way of saying what would cause an increase in the tipping fee.

Mr. Holmes asked the Mayor his opinion of why the bank was so heavily behind Ogden Martin.

Mayor Dickinson responded that Ogden Martin has a good track record and is a large company. At the time we first went into this subject Ogden Martin was not interested in a project of our size. Perhaps they are now being encouraged by IBJ to be interested because they want a qualified, deep-pocket operator to guarantee that the plant will operate and the revenues will come back. The

revenue stream is the bank's interest in this. Our difficulty is the financial impact of their involvement at this point.

Mr. Holmes asked Phil Hamel how many projects Ogden Martin presently operates.

Mr. Hamel responded it was probably in the range of 20 large plants around the country, one of which is in Bristol, Connecticut. During the September 30 meeting they invited the municipalities to call the CEO's of the various towns they serve. He offered to provide the Council with a list of projects that they operate.

Mr. Holmes asked what the comparison was of the other proposals to Ogden Martin.

Mr. Hamel said in comparison to Ogden they are smaller but in comparison to Vicon they are probably somewhat larger.

Mr. Adams wanted to know specifically who would be representing Wallingford in the negotiations and decision making and also what would be the role of the Council in this process.

Mr. Mayor stated any change in the contract would have to be agreed to by the Council. The negotiation would be under the supervision of the Mayor's office and would also involve the Town Attorney. If he could not be at the meeting he had designees to represent the town. One of these was Mr. Killen and he hoped Mr. Killen would be on hand for the sessions.

Mr. Zandri asked when IBJ lent the \$6 million to Fluor and why.

Mayor Dickinson stated it was in April or May.

Mr. Hamel responded that Vicon was a subcontractor to Fluor and it was their responsibility to construct from the chute at the beginning of the combustion unit through the air pollution control equipment to the stack. In the spring they were unable to pay their subcontractors. In order to keep the project going IBJ gave Fluor, through CRRA, an additional \$5-6 million to complete the project. These were additional dollars added to the project.

Mr. Zandri then asked who made the decision to add \$6 million to the project.

Mr. Hamel stated the decision was made by IBJ and the money was a direct loan by IBJ.

Mr. Zandri asked if there was a time frame on settling the choice of a new operator.

Mayor Dickinson stated any time frame would deal with all the parties' desire to have an operating project. At the time Fluor finishes its work and there is no revenue coming in because there is no operator, obviously that would not be an acceptable situation for the bank. He thought they would be looking to foreclose at that point. The other aspect of it is the equity and tax benefits. There is an opening for an investor to take advantage of tax benefits within a certain time period after the plant's been accepted which is 90 days after

startup. So there is a financial incentive for a corporation willing to put money into the project who would recover that money through tax benefits.

Mr. Zandri stated he had two recommendations to make: 1) if there was going to be any renegotiation of the contract that Wallingford should be looking to get something for the residents of the town and 2) because there could be a potential problem of the plant ever operating and we would eventually need our landfill, we should have a town worker on site to be sure the only trash going in there right now is Wallingford trash.

Mayor Dickinson stated that currently no out-of-town refuse is supposed to be disposed at the landfill prior to the operation of the plant. CRRA and the operator of the landfill are aware of this.

Mr. Zandri suggested that since it's an outside firm operating the landfill that someone should be down there on site protecting the town's interest until this is settled.

Mayor Dickinson stated that our presence is down there via the police department and agreed that that was a concern.

Mr. Parisi asked if we were still bound by our original agreement.

Mayor Dickinson stated we are bound at this point. If there comes a time that there is no operator or there is a foreclosure, I think we are in a position to say the project is dead.

Mr. Parisi asked if the potential price increase in the tipping fees would negate the original agreement.

Mayor Dickinson responded if we cannot agree to it then the project is over unless someone is obtained at the same arrangement that we currently have. At that point I would assume IBJ would foreclose.

Mr. Parisi stated that if we are put in a position to renegotiate the contract by someone else's shortcomings, then we should try to negotiate something that's more beneficial to the town. He also agreed that a police officer should be down at the dump to be sure that out-of-town trash is not being dumped there.

Mr. Bradley stated that Vicon would have charged \$16 per ton for the operating costs, Bristol's costs are \$25.80 per ton and Ogden Martin said that it should be in the range of \$22-\$35 per ton. Based on this, why did Vicon underestimate these costs?

Mayor Dickinson responded it hasn't been proven yet that they did. This is a representation by Ogden and their justification for increasing the tipping fee.

Mr. Bradley stated that it seems this thing has come full circle and we now have control of our destiny. I don't feel the taxpayers are obligated to pay off these additional expenses through increased tipping fees.

Mayor Dickinson stated he agreed with much of what Mr. Bradley said, but added please be aware that if IBJ forecloses it would mean the sale of the plant to the highest bidder. Once it is owned by a private party they'll look to sign up anyone they can at whatever price they can get. Ultimately we are going to need some place to dispose of our refuse and we could end up paying a much higher amount.

Mr. Bradley suggested now is the time to look at an aggressive recycling program and also for the people of Wallingford to become a leader and start implementing some legislation outlawing certain packaging and other hazardous wastes that get into our landfill. He also suggested expanding the landfill, looking at possible shredding, and finding ways to extend the life of the landfill.

Mayor Dickinson responded that state law requires recycling by 1991 but only 25% of the trash stream would be recyclable. The remaining percentage of the trash would have to be dealt with.

Mr. Doherty asked the Mayor what he estimated the highest tipping fee would be in Wallingford.

Mayor Dickinson stated right now he estimated \$29.50 until he had further background information.

Mr. Doherty further stated that now we discover they have underestimated the garbage production of these five towns by 75,000 tons. He suggested that if they are that far off on the garbage production maybe the rest of their estimates are way off too.

Mr. Parisi asked what was the position of the other towns.

Mayor Dickinson responded no position was taken other than to say further analysis had to be performed and he did not think anyone indicated an acceptance of the higher tipping fee.

Mr. Parisi stated that if there was a foreclosure, the future owner would still need the surrounding towns to cooperate. He did not see the town in a position of weakness but rather a position of strength. The bank wants the money, but the plant is located here and the people that are going to feed that plant are right around it. So everyone has to work together, otherwise everyone will be a loser.

Mr. Zandri stated if there was a foreclosure they are still going to need a place to deposit the ash. He then stated that he had had a discussion with the Town Engineer on the available years left at the landfill and provided the following information to the Council. There are six years of available space in our landfill for the town of Wallingford. This does not take into account any recycling program. Shredding and compacting processes would extend the life an additional 30%. The power lines that cross the landfill can be moved which would give us additional space. My estimation is at least another 10 years of available space. Also there is available land adjacent to the landfill.

Mr. Holmes asked what the purchase price of the land would be.

Mr. Zandri responded there are 50 acres for a total cost of \$10 million, but at the tipping fees of \$30 per ton today the landfill would support that purchase with no problem.

Mr. Solinsky asked what set the date of September 5 for takeover of the landfill.

Mr. Hamel stated this was part of the lease agreement. It was agreed that takeover would be two weeks before plant startup. It was estimated in August that the plant would start up in mid-September.

Mr. Solinsky stated he had a problem with the fact that the plant hasn't started up and Wallingford is paying a higher tipping fee.

Mr. Hamel offered to talk to CRRA to find out what their actual costs are. He then stated they must recover their actual costs so long as they're running the landfill.

There were no further questions from the Council. At that time Mr. Killen opened the meeting to the public for questions.

Ron Gregory, 59 Hill Avenue, Yalesville, stated that he was also at the meeting on September 30. He did not feel that Wallingford should be concerned with the \$6 million loan. He also did not feel it acceptable that the risks should shift to the town. He further suggested the town has a second chance and should not fall for the same line twice.

Peter Gouvias, 39 Lincoln Drive, stated we should change many of the different items of the contract.

Pat Arrato, 128 Ridgetop Road, wanted to know why he's had four increases in his rubbish pickup and the plant isn't even running yet. He also asked if the spring and fall pickups would continue?

Mayor Dickinson responded his bill for September and after would show an increase in order to take into account the increase in the tipping fee from \$16 to \$29.50 per ton. Any increase prior to that would be due to other costs the hauler would have.

Edward Musso, 56 Dibble Edge Road, stated the Council was partly responsible for Vicon's bankruptcy.

Mr. Killen adjourned the meeting at 8:46 p.m.

Motion made by Mr. Parisi to move up Item No. 12. Seconded by Mrs. Papale.

VOTE: Unanimous ayes; motion duly carried.

ITEM 12. Approve Mayor's Appointment of Attorney Richard Gee to the Board of Ethics. Term of office is effective immediately and expires December 31, 1989. Motion made by Mr. Parisi, seconded by Mr. Adams.

Mr. Parisi read into the record the attached letter dated September 28, 1988 to the Wallingford Town Council from Mayor Dickinson re appointment of Attorney Richard Gee.

VOTE: Unanimous ayes; motion duly carried.

Motion made by Mr. Parisi to Waive the Waiting Period for the Appointment of Attorney Richard Gee to the Board of Ethics. Seconded by Mr. Holmes.

VOTE: Unanimous ayes; motion duly carried.

Attorney Richard Gee was then sworn in by Kathryn J. Wall, Town Clerk.

PUBLIC QUESTION AND ANSWER PERIOD

Mike Staines, 10 Sorrento Road, asked when the town receives grant money is there something that specifies exactly what the money is to be used for.

Mayor Dickinson responded as a general rule any money coming to the Town of Wallingford must be appropriated by the Council before it can be spent.

Mike then asked if the Council had accepted a gift of three MacIntosh computers for the Fire Department in the past year. After reading past minutes he cannot find where the town accepted it as a gift or if it went out to bid.

Mayor Dickinson responded that he believed the money came from the Municipal Liability Trust Fund, funds that came in from the state, and the purpose we applied for was to support the SARA program.

Robert Avery, 70 Masonic Avenue, asked if the Ogden Martin proposal of \$45 a ton would be a fixed tipping fee for the 20 years of the project. He also asked if the excess garbage, which is going to go to Bridgeport, would raise it.

Mayor Dickinson responded yes it was fixed. But additional costs on disposal, if we had to go out of state with it or if there was substantial excess, would make it go up. He then stated we needed some experience with the plant before predicting what the excess is going to be.

Mr. Avery then asked if there would be a town pickup of leaves and bulky items like they've done in the past and will the leaves go to a compost pile.

Mayor Dickinson responded there will be a spring cleaning and a leaf pickup. And ultimately there will be a composting operation. Our last composting effort seven years ago became a health hazard and it was stopped. Hopefully something was gained in the way of experience and another venture will be more successful. He also stated the spring and fall pickup would be paid for by the town.

Vin Avallone, 1 Ashford Court, asked for an update on the recycling report from the Mayor or Phil Hamel.

Mr. Zandri responded that he has talked with Phil Hamel and because of the trouble in finding an operator the report has taken a backseat. Phil doesn't expect anything for a couple of months. Mr. Zandri stated he has expressed his concern to Mr. Killen and suggested that we sit down with the Mayor and get something going.

Mayor Dickinson stated there is a major report on a regional recycling effort but he does not have a copy because the final has not been submitted. This will provide a lot of information helpful to anyone in planning a recycling effort.

Mr. Avallone then asked about the CRRA meeting held earlier in the day.

Mayor Dickinson responded there was a meeting but there was no new information to relay.

Ben Longo, 38 Ridgecrest Road, asked if the Council was aware of what trash haulers were currently charging for collections. He then gave a list of items that the haulers will not take away and asked what the residents were supposed to do with these items. He stated this was in accordance with Section 4.02 of the Service Contract of the CRRA.

Mayor Dickinson responded that many of the items mentioned have always been separate pickup items. The haulers will pick them up at a separate time and take them to the landfill not the trash plant.

Paul Gouth, 1 Kingsland Avenue, stated he had read that the Mayor had entered into a verbal agreement to take fluff from Wallingford cars and wanted to know what the agreement was about and how does one insure that the car is from Wallingford.

Mayor Dickinson responded no agreement has been made, and he was quoted in that particular article as saying he knows its a critical problem but does not know

enough about it yet. He then stated he had just received a copy of a letter from Commissioner Leslie Carothers to Thomas Fitzpatrick, Chairman CRRA, dated August 1988. In that letter it is stated it is the determination of the DEP that the automobile shredder residue is suitable material for landfilling. This is one piece of the whole issue regarding the disposal of junk cars. Until recently the only automobile shredding operation, Schiavone, was refusing to take junk cars because of the concern over the fluff.

Carolyn Massoni, 41 Hillsvie Road repeated her question of two weeks ago regarding a Correcting Legal Notice that was advertised. She stated she thought there was a lot of unnecessary advertising being done which is costing the town money. She suggested the Council look into it.

Mr. Killen suggested she contact the Town Clerk directly to get an answer to her answer.

ITEM 9. Discuss with Consultants the Risk Management Self-Insurance Feasibility Study

Mr. Wilson introduced Bill McGovern from Peat, Marwick & Main who were the consultants for the Self-Insurance Feasibility Study.

Mr. McGovern then gave a brief summary of the study. The objective of the study was to determine the feasibility and cost effectiveness of a self-insured program for property insurance, general liability insurance and automobile liability insurance in the Town of Wallingford. The original proposal also called for the development of a comprehensive implementation plan. This is the second phase of the proposal and was not completed. The first step was to review what is in place now. The second step was, given what is in place now, determine the efficiency or the cost-effectiveness of self-insurance. The major findings were that in general the town's insurance coverages are adequate. They also found that self-insurance is a feasible step for the town to pursue however there are certain steps the town should pursue before they implement self-insurance.

Mr. McGovern then asked for questions.

Mr. Holmes stated the report was filled with generalities and he thought the report was supposed to recommend a more specific direction.

Mr. McGovern stated that would be done in the second phase - to provide a detailed implementation plan. A lot of this phase was data gathering and familiarization with current procedures in Wallingford.

Mr. Wilson stated in order to save money the report was actually broken down into two phases. This was the evaluating and analysis phase. After that they would come to the Council and say we feel self-insurance is feasible. If you decide you want us to outline and give you the steps and walk you through self-insurance, then we will. But we will not charge you for that until you decide that's the direction you want to go.



Mr. Zandri stated the only way to make an evaluation on whether to go to self-insurance is to make a comparison as to what it costs us through an insurance company and what it would cost us to be self-insured. The study does not provide that.

Mr. McGovern stated some of the loss experience data was not available to them. They got as much information as they could and one of the things that should be done is to make sure that information is readily available. One of the next steps is an implementation plan to get that information in order to accurately estimate the cost savings.

Mr. Wilson stated he too was not happy with the report, but one of the reasons the report was not as adequate as it should have been was because of the lack of information. He suggested the remaining funds be spent on purchasing a computer and software program to capture the loss data information. After gathering one or two years of data in-house then go back to Peat Marwick for the remaining phase.

Mr. Paris stated he did not feel the consultant's report fulfilled the initial charge of evaluating the cost effectiveness and appropriateness of self-insurance in the town of Wallingford.

That was the general agreement of the Council.

Mr. Killen felt that when the consultants recognized they did not have all the information to make a recommendation they should have come back to the Council.

Motion was made by Mr. Doherty to send the Risk Management Study back to the Study Committee to work with the Consultants involved and return with a recommendation. Seconded by Mr. Parisi.

VOTE: Unanimous ayes; motion duly carried.

ITEM 10. Presentation of the Town's Emergency Plan (SARA) by the Local Emergency Planning Committee (LEPC).

Mayor Dickinson stated he is Chairman of the LEPC which is mandated by federal law and is required to represent various segments of the community.

Mr. Callan stated he was involved with the hazardous materials portion of the Fire Department response. I've done a lot of the training for the Fire Department and also, until recently, I was in charge of all hazardous materials training for the State of Connecticut through the State Fire School.

SARA is the Superfund Amendment Reauthorization Act of 1986. It's more commonly referred to as the Emergency Planning and Community Right to Know Act of 1986. It's an offshoot of a Congressional action after Bhopal. They passed this law with emphasis on a local government operation. There are four basic parts of this proposal.

1. Emergency Planning - Communities would come together, private and public relationships, to create a plan for a chemical emergency release with the intention that the chemicals we are planning for are of such a nature that they could descend on the population very, very quickly. Even with good response the public would also have to be part of the evacuation.
2. Emergency Notification - Any plant that has a chemical release has to notify the emergency services and the community of the release.
3. Community Right to Know - There are aspects in this right to know where the Material Safety Data Sheets (MSDS's) which we have been receiving are stored and are available to the public at large.
4. Toxic Chemical Releases - The EPA works with industry and discusses the amounts of product that have been released.

As a group we came together and took on the first task of SARA which was by October 17, 1988 submit to the State an emergency plan in case a chemical is released in the community.

We had to identify all the facilities in the community that have extremely hazardous substances, the chemicals that, for our purposes, you would recognize very quickly such as chlorine, ammonia, sulfuric acid, etc. Chemicals that would cause an irritation or poisonous reaction to a human being. We found we have 8 extremely hazardous substances in the community.

We had to identify the transportation routes as far as how those chemicals move through the community.

Then we identified the facilities that would be at risk of a chemical emergency such as Masonic Hospital, the Day Care, schools, etc. If there was a chemical emergency, we would have contact people to communicate with at the facilities.

We had to look at the procedures in place not only at the facility but in our own organization such as Fire Department, Police Department, Civil Defense, Public Works.

Each of these facilities now has a name whereby in an emergency there is a name, phone number and 24-hour number where I could contact that person.

There are also notification procedures. We have on all the facilities how they notify in the case of a chemical emergency, how we get the information at 911, how we dispense the information. In the event of evacuation we have sample messages that we would use, telephone lists and numbers of those in the community we may have to contact at a given time.

We also have an equipment list such as sand, backhoes, 55 gallon drums.

We also developed methods for determining the affected areas or vulnerability zones. We can look at a particular facility or highway and determine if a chemical emergency occurred at this intersection where would be the first impact of that chemical emergency.

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We had to reevaluate our evacuation plans. We had to consider that the chemical emergency may occur so quickly that we may not be able to move the population. We now have what is known as protect in place considerations. We also looked at precautionary or alternative traffic routes.

We also developed a training program and we set up various drills for the program.

Chief McElfish stated a lot of time has been put into this important project. The intent of this project was to get the public and the private sector and all these agencies together to develop a plan. But this is not the total answer. We have to continually update it and continually train.

We are now totally prepared for every major disaster. Hopefully we can learn from every one that we have had and we can develop the programs that we have so if we do have a major incident we will be able to handle it properly.

Don Roe stated we've been accomplishing all of this through utilization of public and private resources with the assistance of State funds through the MLTF which are no longer available to us. The Committee envisions there may be the need for the Town to look at allocating additional funds of its own resources to undertake some of the tasks that are SARA related. We don't have a specific proposal but we wanted the Council to be aware of this.

This has been a learning process. One major company realized that by doing its inventory in-house of its processes and utilization of chemicals that it could alter the way it did its products in such a way as to not be subject to SARA by eliminating a chemical that made them subject. We have used them as an example to other companies.

There are ongoing tasks yet to be done such as training, updating the plan, testing or drills, etc.

Cheryl Perviss stated the purpose of the Subcommittee on Public Education is to go beyond SARA requirements to better educate the community through pamphlets of what to do in an emergency, possibly publishing the instructions in the phone book, and presentations to organizations.

Mr. Callan stated one of the things that has come out of SARA has been the training. We've already trained our people in recognition of placards so that if they go up on a highway and a vehicle has been tipped over they'll be able to

recognize there's a problem and not approach it as rapidly as they would a structure fire. Emergency responders in general usually rush to aid, and in dealing with hazardous materials that sometimes can be a dangerous situation.

We've also done training with the Police Department on recognizing and identifying hazardous materials.

This weekend we are starting on a program for hazardous materials training which will eventually certify those involved under the State.

The program is on file at the Library for anyone that wants to take a look at it.

Mr. Doherty stated he has attended some of the meetings and thanked the Mayor and the Committee for the work they did. This is a very good plan. He then asked if there was a field exercise planned for the near future.

Chief McElfish stated we are planning to do a New England drill in Wallingford in the spring.

Mr. Bradley also thanked the Committee for the work they did. He stated he has read the draft and has several questions. Would the Chairman of the Town Council be notified in the event of an emergency? I don't see that in the list under Hazardous Materials Emergency Plan.

Mr. Callan replied it is on the Fire Department dispatcher's list for any emergency so it may be picked up there. The intent of the numbers was to contact someone in the first 5-6 minutes of an emergency. It is in other department call-back lists.

Chief McElfish stated right now no one notifies the Town Council Chairman unless the Mayor is not available.

Mayor Dickinson stated he would normally notify the Town Council Chairman.

Mr. Bradley asked on page 11 under Media, I notice Wallingford Public TV is on here. Does it make sense to have the other two or three major networks also on here?

Chief McElfish stated we don't have our own TV station so we have to use the surrounding ones.

Mr. Bradley asked on page 15 under Evacuation Plans and Alternate Traffic Routes, have we played "what if's" with the alternate routes, such as what if we can't get through streets A, B and C?

Chief McElfish there's a lot of "what if's". You just have to trust the people on the scene to develop that as you go along.

Mr. Bradley stated I don't know what type of extreme emergency we could possibly have where it could affect the whole town, but has there been any thoughts given to shelters outside of Wallingford?

Mr. Callan replied this question has come up several times. The hazardous materials are site specific. There's a point of release and that release moves in a general direction. It isn't going to go out in concentric circles where you have the whole town impacted by the chemical. It's usually easier to redirect people to areas under our control and that's why we limited the plan to our own facilities.

Mr. Bradley stated on page 18 one of the statements is, "In the event of an emergency release beyond facility boundaries . . ." Can you give me an example?

Callan responded the best way to look at that is you have a 5 pound bag of acrylamide, which is a powdered substance, and it falls and breaks open on the facility, the impact is not beyond the facility. However if that same bag falls

in the river, that is going to go beyond the property and therefore it's a reportable incident. The best was to look at it is mostly the gaseous releases are always reportable.

Mr. Bradley asked how does one determine if it is beyond the boundaries?

Mr. Callan replied for practical purposes the industries in Wallingford have called 911 and stated we've had a gaseous release, it did not leave the property but we're calling you anyway.

Mr. Bradley asked about the incident a couple of years ago up at Bristol-Meyers. We are only talking about one quart of substance. One of the statements they made was that they didn't realize it went beyond their boundaries. But it covered a 4-6 miles square area.

Mr. Callan responded failure to notify in that event is subject to a \$25,000 fine. I think that has put an emphasis on reporting. This fine is new to SARA.

Mr. Bradley asked did you take water boundaries into consideration as far as watershed area.

Mr. Callan replied notification to the Water Department is also part of the procedure.

Mr. Bradley asked does the Town of Wallingford have copies of all the emergency plan procedures for the individual companies, have we reviewed them, how often do we review them, and how often are they updated?

Chief McElfish responded yes we have copies and the shifts review them. We do drill with them and they are updated annually. Their corporate safety people are on top of it also.

Mr. Callan stated the intent of SARA was to take their plan and our plan and give us a vehicle so that at any given time there is a person we can speak to as a company officer and say this is what I need in those vital first minutes.

Mr. Bradley stated reviewing the companies that you have in there I notice it's a one level response. Under Bristol-Meyers it states the security guard will notify the company Emergency Coordinator. The Emergency Coordinator will then determine if LEPC should be notified. What if something happens at night, does the security guard have to chase the Emergency Coordinator around before he notifies the Town of Wallingford.

Don Roe stated the companies are not subject to SARA. This is on a voluntary basis. We have no control over that.

Mr. Bradley stated he thought significant water courses should also be identified under Natural Risk Areas on page 37, specifically the Muddy River tributary that feeds into McKenzie Reservoir. I'm not familiar with the central or western side of town, but maybe you can review that to see if there are any other major tributaries of concern.

Mike Staines, 10 Sorrento Road, asked if the Town had plans to establish a Hazardous Materials Team.

Mr. Callan replied this is not noted in the plan but is an appendix to the Fire Department operation. The words Hazardous Materials Team connotes a higher level of training for OSHA and with it comes standard medical baselines and certain requirements. We're not sure we want to go into that level yet. So perhaps we should use the word Technician instead of Team.

Mike Staines asked if all firefighters and police officers were going to be trained equally.

Mr. Callan replied there will be a specific group of people with a higher level of training, much like EMT's versus paramedics.

Mr. Staines stated he felt the Wallingford plan was probably the most comprehensive coming out of the New Haven area. But he thought there was much more to be done. Some of the parts submitted are very incomplete: there is only one shelter that has been surveyed as far as how many people will it hold and who do we contact; most of the people involved in the drills fall into the category of salaried town employees or volunteers so why is there a lack of resources the drills; the EOC is not adequate; there is no public information officer identified; there may be some Town Charter and Ordinance violations in the plan; and we already have an Emergency Plan which has never been tested.

ITEM 13. Distribution of Feasibility Report Concerning Full-Time Town Attorney - Discussion to be Held on Following Meeting.

ITEM 14. Discussion and Possible Vote on Request for Charter Revision. Motion made by Mrs. Papale, seconded by Mr. Doherty.

It was decided to wait until the next Council meeting in order to have more specific language and direction from the Town Attorney before a decision or vote was made. It would also give the Council two weeks to get any input from the public.

No vote taken.

Motion made by Mr. Holmes to Waive Rule V to discuss Resolution presented by Mayor Dickinson. Seconded by Mrs. Papale.

VOTE: Unanimous ayes; motion duly carried.

Mayor Dickinson stated a certain amount of money has been appropriated for the Hazardous Waste Collection but it could cost us more. The contractor wants someone to sign for the cost that day. The only way to do it is to provide some authority to the Chairman of the committee to sign off for whatever is collected.

Motion made by Mr. Adams to adopt resolution as follows: Be it resolved that the Chairman of the Hazardous Waste Collection Day Committee is authorized to sign a contract which obligates the town to pay for the entire cost of collection on October 15. Seconded by Doherty.

VOTE: Unanimous ayes; motion duly carried.

Motion to adjourn was duly made, seconded and carried and the meeting adjourned at 11:50 p.m.

Meeting recorded and transcribed by:  
Katrina M. Manley, Council Secretary

Approved: Albert E. Killen  
Albert E. Killen, Chairman

11-22-88  
Date

Kathryn J. Wall  
Kathryn J. Wall, Town Clerk

11-22-88  
Date

FISHER & KUEGLER, P.C.

*Consulting Engineers*

336 STATE STREET, NORTH HAVEN, CONNECTICUT 06473

PHONE: (203) 281-6895

October 7, 1988

Mr. William Fischer  
c/o Town of Wallingford  
Town Hall  
South Main Street  
Wallingford, CT 06492

Re: Stevens School

Dear Mr. Fischer:

As requested, the following is clarification of the add alternates noted in our proposal for professional services related to the planned re-roofing of Stevens School.

The first item concerns the need for an infrared moisture survey. In our opinion this is required to determine the extent of wet insulation. We recommend that this be performed as it can result in considerable cost savings in the amount of existing roofing to be removed. Wet insulation removal can cost as much as \$1.25 per square foot. The infrared survey costs are approximately \$.05 per square feet. Thus, it is worth the cost considering the potential savings. At Stevens School the cost for the survey would be \$2,500.

For any existing roofing to be removed, tests must be performed to determine if asbestos is present in the roofing felts or flashings. Standards exist as to the number of tests which should be performed per roof area. The design documents must indicate if asbestos is present or not, as this will affect the roofing removal cost. At Stevens School, the cost for the asbestos testing would be \$1,100.

Our proposal includes the professional services necessary to prepare the design documents. This is per the requirements of the request for proposals. Our fee proposal did not include services during bidding or construction. We would propose that services during these phases be compensated per our standard hourly rates at a not-to-exceed budget of \$3,500.

Finally, additional engineering is required to coordinate, witness, and review the infrared and asbestos testing. This would entail an additional fee of \$1,000.

To summarize, the complete costs for the re-roofing of the Stevens School from design through construction would be as follows:

Design (per proposal)	\$ 4,500
Infrared testing	2,500
Asbestos testing	1,100
Services during bidding and construction	3,500
Services related to testing	1,000
	<hr/>
Total:	\$12,600

If you should have any questions after your review, please contact me.

Sincerely,

*Douglas A. Fisher*

Douglas A. Fisher, P.E.