

TOWN COUNCIL AGENDA

September 13, 1988

23. Executive Session - Settlement of Claim - requested by Town Attorney Adam Mantzaris.
24. Note for the record the financial statements for the Town of Wallingford.

TOWN COUNCIL MEETING

September 13, 1988

6:30 p.m.

A regular meeting of the Wallingford Town Council was held in Council Chambers. called to order at 6:33 p.m. by Chairman Albert E. Killen. Answering present to the roll called by Town Clerk Kathryn J. Wall were Council Members Bradley, Doherty, Holmes, Papale, Parisi, Solinsky, Zandri and Killen. Also present were Mayor William W. Dickinson, Jr., Adam Mantzaris, Town Attorney and Thomas A. Myers, Comptroller. Councilman Adams arrived at 6:43 p.m. The pledge of allegiance was given to the flag.

Mr. Killen thanks Mrs. Rascati for taking the minutes since the Council is without a secretary.

After a short discussion about placing Items 3, 18 & 24 on the consent agenda, it was decided that due to the fact that there were questions on those items, nothing was placed on the consent agenda and all items were taken in rotation.

Mrs. Papale moves to consider extending cleaning contract for Comptroller's office section at 701 Center St. and to approve a transfer from the Public Works department of \$2200. from Overtime Account # 001-5060-100-1400 to Janitorial Contract Account # 001-5140-600-6290.

Mr. Parisi seconded the motion.

Mr. Zandri asked whether or not that portion of the facility was already under contract.

Mr. Deak explained that there are five offices, four bathrooms and two corridors done by a different cleaning service, the old cleaning service is still under contract to clean these particular offices.

VOTE: Unanimous ayes with the exception of Mr. Adams who was not yet present. Motion duly carried.

Mrs. Papale moved to transfer \$1900. from the Utilities Acct. of the Public Works Dept. Acct. # 001-5060-200-2010 to 1/2 Ton Pickup Truck Acct. # 001-5030-999-9916. The lowest bid was for more money than we had budgeted.

Mr. Holmes seconded the motion, and asked how many bids were received.

Mr. Deak stated that we received three bids, and the lowest bid was \$10,900.

Mr. Zandri asked if we can assume this early in the year if there are going to be sufficient dollars in the Utility Account.

Mr. Killen stated that there are three transfers coming from the Landfill Acct. which is not overbudgeted because it will be closed down now.

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Mr. Zandri asked if those figures were for the duration of the life of the landfill.

Mr. Killen explains that the account had been budgeted for 12 months and now we would only be drawing on it for two or three months.

Mr. Deak stated that the budget is for six months on the landfill and the biggest portion of the Utilities is coming from the landfill account.

VOTE: Unanimous ayes with the exception of Mr. Adams who passed.

Mrs. Papale moved to transfer \$3218.00 from Gas and Oil, Public Works Acct. # 001-5060-300-3000 to the Title Backhoe With Trailer Acct. # 001-5030-999-9908. It's the same situation where the bid was more than we budgeted.

Mr. Bradley asked Mr. Deak about the Gas and Oil account.

Mr. Killen asked if the entire account is encumbered, and Mr. Deak answered yes.

VOTE: Unanimous ayes. Motion duly carried.

Mrs. Papale moved to consider and approve a transfer of \$650.00 to fund Secretarial Expenses for the Parker Farms Building Committee, from the Contingency Acct. # 1386780700 to Miscellaneous Project Expenses Account # 1386760200. This transfer is being requested to fund future secretarial expenses for the completion of the project.

Mr. Parisi seconded the motion.

Mr. Zandri: I was under the assumption that this project was completed. Maybe you can bring us up to date Mr. Devine.

Mr. Devine stated that R & R has completed everything but one item. We had a situation develop with the tile in the cafeteria - the tiles started buckling last year. Per agreement with the Contractor, the tile was taken up last year with the understanding that they would take moisture tests on the slab to see if it could accept new tile. --- --- We had to sandblast the floor to remove all the cut tile. What we are considering right now is a method of putting a membrane down before putting in the new tile floor. At present we're waiting for certain guarantees attached to this membrane as far as warranties once the tile floor is put down. Estimated cost is some five or six thousand dollars. One other issue that we have deals with the cleaning company that did work at the school last year prior to the opening. This was the cleaning company hired by the Committee - there were a number of panes of glass that were scratched - we requested compensation from them - they filed with their insurance company and the

insurance company refused our complaint ---hopefully by the end of the year --- those are the issues at this point

Mr. Zandri: Is there any budget left at this point?

Mr. Devine: Yes, there's approximately \$26,000. --- I think the sheet show approximately \$30,000. in the contingency account. The way I see it, there will probably be about \$6000. left over after all is said and done ----- after preparation of the slab ---

Mr. Parisi: Who was responsible for - how was the cleaning contractor selected? Was it a bid basis?

Mr. Devine: No, the contractor was put on the job by Wooding. Our initial response was to go back and see if Wooding was acting as an agent of the Town under the terms of the contract. But that's another issue.

Mr. Parisi: And then there's no bid bonds...

Mr. Devine: No. This is done on a reimburseable cost basis ---

Mr. Parisi: Technically there's no responsibility for the damages that were sustained. I want to be sure.

Mr. Devine: Yes. The company applied to their insurance company and that's where it's at right now. Their attorney's contacted the insurance company, apparently to no avail.

Mr. Bradley: I just want to qualify the account numbers. Where did you say these were? The account numbers I have here on the transfer - Contingency Account No. ...

Mr. Killen: Do you have the sheet? The monthly statement --- in the back there's a breakdown--- Robert Earley --- the account number is 13 86 87 and the number 700 is really 807 00 and then you go to a 13 again 86 87 and the account is a 602 account.

Mr. Bradley: It's just the way the numbers are set up.

Mr. Killen: That's right.

Mr. Zandri: Iris, did you say \$600.00, I thought it was \$650.00.

Mr. Killen: \$650.00. Any other questions from the Council? I have one pertaining to the floor, how did we get that far along that we put a floor in that might not stand up?

Mr. Devine: The contractor finished the moisture test before the floor was put down --- it was logical to expect that the school had been closed for three years and the slab would be dry last July and then it could be open a year, you know this year, wet, by middle of winter without being charged --- apparently something

was wrong with the slab when they put it down, or something transpired between the time they put it down and the middle of the winter.

Mr. Killen: Are we going to get the tab?

Mr. Devine: They're going to replace the floor, put the floor down, the cold base back down, anything that had to be done beyond what would have been done last year - had they come to us last year and said they found moisture in the slab, we can't put a --- tile floor, at that point in time we would have had to make up our mind what we were going to do. We probably would have no other option but to do what we're doing this year. That would have been an additional cost we incurred last year had this matter been brought to our attention, so what the additional cost incurred is a reflection of what we would have had to do last year. As far as the work they're doing is what they have been contracted for, they are doing that over again for the initial cost.

Mr. Killen: Are they doing the removal and all?

Mr. Devine: They removed all the tile. We had to clean the slab, the cutback that was there during the years had to be removed, the only people that remove that is a blasting company from New Jersey. We had to bring that company up here to do that, that's included in that \$5,000 - 6,000.00 cost that will be incurred.

Mr. Killen: You've run into more snafus over there --- I don't know how ---.

Mrs. Papale: Are we still in court over the sidewalk?

Mr. Devine: They did meet the agreed deadline, they did get the job done for the first day of school - they worked over Labor Day Weekend.

Mrs. Papale: --- Okay.

Mr. Devine: The only additional cost we had was a fence that was an addition that we were going to incur in any event. We did

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cost accounting, except for --- the new blacktop that was going to go down on the road, that's the only additional expense along with the fence that's going to be incurred.

Mr. Musso: Mr. Chairman, would you please ask the speakers to put their mouths up to the mike, we can't hear what they're saying...

Mr. Killen: You use the term "we" collectively and so far you're the only one to complain, Ed, I'll have to assume it's you. You sure it's not you. Is any one else having problems? --- Other questions? Ed.

Mr. Bradley: Yes, I want to go back to these account numbers. These account numbers that are in the memo here, although the end four digits do give I think the whole front end as far as the --- department - I think the contingency should be 0013 1300 800 8070, miscellaneous project expenses should be 013 1300 666 2 (?). Thank you.

Mr. Killen: Code transposition. Further questions?

Mr. Musso: Edward Musso, 56 Dibble Edge Road. Are you just considering to transfer \$650.00 because they've got other problems up there and I don't feel that they should get one cent more. The tiles are lifting up and everything else. The contractor or the clerk of the works or whoever it is - they should be responsible...

Mr. Killen: That was all explained, Ed. ---

Mr. Melillo: Pasquale A. Melillo, 15 Haller Place, Yalesville. What I'm interested in is more information specifically relative to why the insurance company rejected the claim. I would appreciate some detailed information.

Mr. Killen: That item does not pertain to the item on the agenda --- the transfer of the funds for secretarial services.

Mr. Zandri: I was going to attempt to answer Mr. Melillo. I would just say that shoddy workmanship is not covered by insurance. If it was an accident or something it would be covered.

Mr. Musso: I was at the Board of Education meeting yesterday and the Parker Farms Renovation Committee, they always meet at 5:30 when many of the Bd. of Education members are working and they can't attend and they told them they can't attend. So this meeting was scheduled for Thursday at 7:30 and Andy Bravo and some of the others said they got a call saying the meeting was scheduled for 5:30 and they could not attend. It's the Parker Farms group there ---

Mr. Devine: We're meeting at 5:30 on Thursday because the architect has to be in Woodbridge for a presentation at Amity High School. It's imperative that he explain to us this option regarding the floor. We agreed to change the meeting to 5:30 on short notice mainly to try to get things done and we needed the architect construction engineer. As far as Mr. Bravo, he attended one meeting, the dedication of the school last year.

VOTE: Unanimous Ayes. Motion duly carried.

Mrs. Papale moved to consider and approve a transfer of \$415.00 from Account #2050-100-1500, Vacation Replacement to Account #2050-900-9010, Outside Professional Services for the Building Department. This is necessary because \$415.00 was budgeted in Vacation Replacement which is a payroll account and cannot be used for an outside service.

Mr. Parisi seconded the motion.

Mr. Bradley asks Comptroller Tom Myers if this is a new account. Tom says Yes.

Mr. Killen stated that this was anticipated as coming under the regular vacation account, but they had to go outside to hire a replacement.

VOTE: Unanimous ayes.

Mrs. Papale makes a motion to consider and approve a transfer for the Police Department of \$5000.00 from Accident and Investigation Wages, Account # 001-2012-100-1310 to Worker's Compensation Leave, Account # 001-2015-100-1630. There is a need for this transfer because of several long term cases. There is money in the A & I wage account because of an unfilled position.

Mr. Holmes seconded the motion.

Mr. Killen: According to the book the Account # 201-2015 is Sargeant Investigation. The transfer in front of us says Accident Investigation. Is there a particular reason. Do you or Tom know what it's supposed to be?

Chief Bevan: Yes I do. Sargeant?

Mr. Killen: That's what it says in our budget books.

Chief Bevan: That's been changed. It was Sargeant.

Mr. Killen: The other question I have Jim, is how long have you had a vacancy. You say there's money in the A & I account because of an unfilled position. How long has it existed?

Chief Bevan: EARLIER THIS YEAR. As soon as we get a replacement we can transfer out of Patrolmen -----

Mr. Killen: We have already transferred into this account \$18,000. You are now transferring \$5000.00 out. When we transferred \$18,000.00 in there was no vacancy. I'm trying to find out when the vacancy occurred.

Chief Bevan: I don't remember that \$18,000.00 Bert.

Tom Myers: The \$18,000.00 was from the union contract settlement and the reason we transferred the \$18,000.00 was because it's a budget type position and there's no way of knowing ---

Mr. Killen: Was there a vacancy at the beginning is what I'm looking for.

Mr. Myers: There didn't seem to be. The chief would have to answer that.

Mr. Killen: Was he on at the beginning of this fiscal year?

Chief Bevan: If my memory serves me correctly, he was.

Mr. Myers: We settled the Police Contract in the month of June; we transferred for two fiscal years - 87-88 fiscal year and the 88-89 fiscal year

Mr. Killen: The figures here have thrown me for a loop. If the figures are correct, as of 8/31/88, which would be two months of this fiscal year, you've expended twenty thousand - four hundred dollars - ten thousand dollars a month - if there's twelve months you are going to spend one hundred twenty thousand in salaries - we have a balance of a hundred and twenty eight thousand dollars here - assuming a man has to be paid, where is that money coming from? We're spending that now without another salary. We're going to have to be short here somewhere.

Mr. Myers: If I knew who the man was, I could probably answer the question.

Chief Bevan: When a new man comes on board I'll be coming back for additional funds. There will be additional funds available JAN. 1, \$80,000.00 - \$82,000.00 - \$85,000.00 - somewhere around there.

VOTE: Unanimous ayes.

Mrs. Papale moves to consider and approve a Budget Amendment of \$18,413.00 to Crime Control Seizure Program, Account #001-1050-050-5870 to Crime Seizure Capital Contingency Account # 001-2011-999-9908. Mrs. Papale reads letter from Darrell E. York, Deputy Chief of Police to Mayor Dickinson:

As you are aware, on Friday, August 12, 1988, the Wallingford Police Department received a check in the amount of \$18,500.00 resulting from the Federal seizure of property in Prospect, Ct. The seizure of this property was initiated after approximately 35 pounds of marijuana, 16 ounces of cocaine, 336 marijuana plants and other narcotic paraphernalia were seized during the execution of a search warrant by Wallingford Police and Connecticut State Police.

In order to retain ownership of the property, the owner paid \$37,000.00 to the United States. Under the Crime Control act of 1984, the Town of Wallingford was granted 50% of the amount paid (\$18,500.), while the State was granted 40%. The check was deposited into the Crime Control Seizure Program revenue account on August 15, 1988. A copy of the check and the report of revenue collection is attached.

In order to comply with the guidelines of the Federal Seizure Program, the Town Council must approve the placement of the \$18,500. into an account for the Wallingford Police Department. Please take the appropriate action to ensure that this is done.

Mr. Holmes seconded the motion.

Mr. Bradley: Chief, what will this money be used for?

Chief Bevan: That hasn't been determined yet.

Mr. Bradley: What can it be used for?

Chief Bevan: Capital items. It's strictly for the Police Dept. and I don't intend to piddle away that money for small items. The money is going to remain in that account until I decide what to do with it -----

Mr. Musso: Edward Musso, 56 Dibble Edge Road: Now that they've got a bonanza of \$18,500.00 is that going to be cut from what they had before, because money like that is gravy -- more or less like the Board of Education -- they take the money and use it in the Police Dept. category, so when they get a bonanza like that, that ought to be deducted from their budget. And another thing, how many people have been convicted -- we get this money and they let them go again so they can peddle more drugs and get caught again --- what I'm upset about, they do this and they do that, but the people that are guilty of whatever they're doing get off scot free.

Mr. Holmes: I would just like to disagree with Ed. I think that the program that the Federal government has enacted is a very effective tool for police, not only to be getting satisfaction of making arrests, but also at the end, the bonus of sharing the profits, and I know that in the past few years there's been certain requests from the police that they have needed certain capital equipment which we have been unable to furnish due to budgetary restraints and I think this is the perfect opportunity for the Police Dept. to go out and purchase a - for instance the Detective Division is looking for --- facilities ---- and I commend the division and hope they can keep it up.

Mr. Musso states that the Police Dept. has different uniforms for everyone and that all they should have is one standard uniform, blue for winter and khaki for summer.

VOTE: Unanimous ayes.

Mrs. Papale makes a motion to consider and approve a transfer of \$12,900.00 to Worker's Compensation - Fire Department - \$2,000.00 from Gas/Oil/Diesel, Account # 2032-300-3000; \$650.00 from Harness Kits, Account # 2032-999-9926; \$1,100.00 from Hose, Account # 2032-999-9908; \$1,830.00 from Scott Air Packs, Account # 2032-999-9914; \$1,830.00 from again Scott Air Packs, Account # 2036-999-9911; \$1,830.00 from Scott Air Packs, Account # 2037-999-9918; \$1,830.00 from Scott Air Packs, Account # 2038-999-9913; \$1,830.00 from Scott Air Packs, Account # 2039-999-9916, to Worker's Compensation, Account #001-2032-100-1630.

Mr. Parisi seconded the motion.

Mr. Bradley questions the Chief about a budget request for 25 Scott Air Packs that was cut down to 18.

Chief McElfish says they have a number being refurbished. This money he is requesting is money left over in various accounts

Mr. Killen explains that the original request was for \$42,000. and it is possible that that amount of money may be necessary before the end of the year, and in putting this agenda together the Deputy Chief was asked to go back and find out where they had surplus and at this point there is \$12,000. available to put into the account.

Mr. Zandri questions the Gas amount of \$2000.00 this early in the year.

Mr. Killen stated that when they figure the gas account it's figured on so many gallons at so much per gallon, and if it is bought for less, then then the difference is the amount saved. There is no guarantee and they may have to come back.

Mr. Adams asks the Chief if we have provisions for personnel employees who are out for medical reasons to come back and have light duty.

Chief McElfish: If they came back on light duty they still wouldn't be considered as manpower. --- that's a legal question.

Mr. Bradley: Workmen's comp. - is this normal -----

Mr. Killen: As I said, Mark is working on it - this is something that Personnel and Mark Wilson are working on - they're aware of it -----

Mr. Bradley: --- inaudible

Chief McElfish: --- I think we get money back from the State or something like that -----

Mr. Bradley: What I was looking for Tom, is if there was another vehicle or another account where this could be funded from versus taking from various accounts within the entire department.

Mr. Myers: As you know, we self insure our Workmen's Compensation. This is not a payment to the employee who is injured - this is to replace that employee. This particular Worker Compensation Replacement Account is a premium wage account. When I say a premium wage account, it's paid at more than the base rate to replace the employee who is out with an injury. When this situation occurs, the employee who is called in receives -- pay -- depending on the day and the hour. In addition to that expense that the town bears to replace the injured employee we also pay workmen compensation wages and

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expenses including medical to the injured employee. The workmen compensation payments to an injured employee are paid out of a different account

Mr. Bradley: Is this procedure to take from other accounts to fund workmen's comp?

Mr. Myers: Yes it is - for replacement of the employee.

Mayor Dickinson: Ed, the only way you employ it is to take it from the emergency contingency.

Mrs. Papale: Do you remember for last year the 1987-88 budget how many days you had for injury - lost days?

Chief McElfish: I can get that information for you. I sent a report to the Council at the end of last year ---

Mrs. Papale: You realize why I'm asking - you anticipated 48 days and here it's over already.

Chief McElfish: Again, we prepared the budget back in January and February and if everything had worked out right and the employees had come back to work - the one boy didn't have heart surgery until March or April, and again, we anticipate so many days. Again you must realize, you ask us to be very conservative in the budget and we're very conservative and then something happens and we have to come back -- -- if we had planned that three were going to be off for the whole year and payment would cost \$180,000. you'd be the first one to say "No Way" -- so as I said before, we are very conservative and then something happens ---

Mrs. Papale: And this is unusual ----

Chief McElfish: For two people - oh definitely - what happens is, now a person lost three days with a broken toe, and we had a firefighter who had a strained shoulder and was off for 31 days - we're used to that, but again, if something catastrophic happens ----

Mr. Killen: The heart is something you can't anticipate - normally you can anticipate them coming back in which case you pay straight time but if you have someone with a heart whose not coming back all the time he's there you're paying his salary and double time and a half ---

Mayor Dickinson: -- Iris, it's also necessary in major injuries to have a doctor certify the extent of the injury and when they're able to come back, and the doctors are going to be very cautious, --- as to the extent of the injury and when that individual will be able to return to work.

Mrs. Papale: Mayor, I have no problem with the problem that's on hand, I understand that it's natural - it just seemed that it happened so quickly to the budget and I'm just curious about previous years.

Chief McElfish: Both of these boys - one has been out since November of 1987 and one since 2/88 --- and as the Mayor says the doctors are very reluctant to let someone come back --- on workmen's comp leave, and so at the time we were deciding the budget, we anticipated that person to come back.

Mrs. Papale: I'm not questioning the men not being back at work, I know with those kind of problems how long it takes, I was just, as I said, curious about your ---

Chief McElfish: We've had people with some problems and we've had to come back for transfers, but nothing ----- period now. See one is for a couple - two periods.



Mr. Zandri: In a situation where somebody is out for a long duration of time and we're paying time and a half to fill in for that person, is it possible to hire a full time person?

Chief McElfish: Temporary work?

Mr. Zandri: Yes - that's possible. I'm just saying - depending on - we have to look at the records for a series of years to see how many days in the course of that year you have people off and whether or not it warrants full time positions instead of paying time and a half.

Mr. Killen: You'd be running into a Union problem, for one thing ----- and it would cause a bigger problem than you would solve. We have X number of men in the fire department now and if you put a man on time and a half, if you were to hire somebody else because you just want to pay him straight time, you are now adding another man and there's no way you're going to get rid of him just because a person was injured and now he's back on board - you started out with 40, now you have 41 and you're going to have another fireman on board whether you want him or not - you just can't hire and fire at will.

Mr. Zandri: Is this a part of the contract?

Mr. Killen: This is always part of the Union negotiations - --- you can make an appropriation, but you just can't hire a man out of the goodness of your heart to cover a situation.

Mr. Zandri: Then you'd better renegotiate the contract.

Mayor Dickinson: I don't know whether it's ----- contract, but it's chiefly the fact that the --- contains something for the man who is injured. Now if you had someone else you can't pay the new person from the injured employee's salary account, you'd have to create a new position and fund that position, because even though a man is out injured, he's still an employee and still being paid. At the end of that year you've added one more person - now with the budget you've got to make a determination whether you're going to cut that one position and not fund it - it creates a very fluid situation as to how many people you have staffing the department - and in effect it's promising someone employment and then pulling the rug out from under him as soon as the injured party gets back. I can see some difficulties among the employees ---

Mr. Zandri: I think this overtime came up once before and I think if we look at the amount of overtime we're paying on a regular basis, without injuries, and now we tack this situation on at the same time, I think we better take a look at the bottom line at the end of the year, and whether or not this overtime is costing the Town a lot of money ----- FOR WHATEVER IT'S WORTH.

Chief McElfish: Well, I appreciate that - maybe we could talk to personnel --- --- the last few years ----- another person

Mr. Zandri: I think you have to total up your overtime at the end of the year and see if it warrants saving money by hiring another individual --

Mr. Holmes: You're saying that if we take a 40 man department, advocate 42 people because we know we are going to have X amount of people out during the year.

Mr. Zandri: In a 40 man department, I think you have to look at the total amount of regular hours, I think you have to look at the total dollars spent each year for overtime, and see if you can justify hiring some new people and saving money.

Mr. Holmes: It sounds good on paper, but I don't think major corporations or departments should be planning their staff level because they think someone's going to be sick.

Mr. Killen: The point's well taken - the thing is, it's not under discussion right now. -----

Mr. Parisi: Can you just research that figure you sent us earlier this summer - please?

Chief McElfish: You want to know the people and the amount of injury days for last year and up to now?

Mr. Parisi: Yes. -----

Mr. Musso: Edward Musso, 56 Dibble Edge Road, I can't quite follow what the chief is rootin for but it seems as if - some men who are out are supposed to get a lot of overtime - can't you bring a 90 day wonder in? Let us tell the union what we're going to pay and what we're going to afford, not them tell us, then we got to come on our knees and beg them to accept it - we want a 90 day wonder there - temporary help, or casual help like the Post Office has - someone is there doing the job when they're needed, and they're not connected with the union - I know the union won't like that -----

Mr. Parisi: With all due respect to Mr. Musso's reasoning and recommendation on temporary help, if you're on a roof fighting a fire and you feel a hole in the nozzle, I don't think you want a 90 day wonder as you're second or third backup man ---- and I understand you're trying to save money, but you can't put money into qualified personnel others are defending by putting their lives on the line.

VOTE: Unanimous ayes.

PUBLIC QUESTION AND ANSWER PERIOD.

Mr. Edward Musso, 56 Dibble Edge Road stated that he was disturbed because the Mayor told New Haven Hospital that the Town would give \$3,000.00 dollars to help the employees. He feels that if the employee got into a problem he should get out of it himself - there are other organizations that will help him, AAA, and Drug organizations, etc.

Mr. Killen tells Mr. Musso that this is a question and answer period ---

Mayor Dickinson: When you have employees that have serious problems, those problems carry over into the workplace and his service is not up to par, so we try to help the employee to get through the problem so he can provide the service he is being paid for. The price is a low cost in comparison - it is experimental - we are going to see how effective the program will be.

Mr. Musso also stated that the municipal building is lit up at night like a Christmas tree, but the only way you can get in is with an ax. He feels someone should be responsible for unlocking the doors because the custodian locks up after he leaves. He feels the Police Dept. should take care of it.

Mr. Dwayne Braithwaite, 26 Kingsland Ave. stated his objections to the Executive Sessions held two weeks ago between the Town Council and the PUC. He said that according to the law, the only ones that should have been there were "board members" - all other persons, Attorneys - Personnel giving testimony, etc. can be called in but must leave after their testimony. He also asks if the Mayor is an ex-officio member of either the Town Council or the PUC. He feels that a lot of those people who were there should not have been there. He doesn't feel that we have "open government".

Mr. Killen stated that all of the people that were there were the people with expertise and could make the proper decisions.

Mr. Braithwaite stated that the decision was not a decision that took place in Court. That we are supposed to have open government, yet not one citizen had any input in that whole decision making process.

Mr. Mantzaris stated that at the executive session in question, everyone that was there had a right to be there.

Mr. Holmes stated that there was a running dialogue all evening with those present.

Mr. Braithwaite questioned whether the Mayor should be at all Town Council Executive sessions.

Mr. Pasquale A. Melillo, 15 Haller Place, Yalesville, asks about Yalesville School - what its future is.

Mr. Killen states that at the present it is leased and when the lease is up the organization may want to renew the lease, or they may want to buy the building and the Council will make a decision at that time.

Mr. Melillo states that the Town Charter should be overhauled especially with regard to Town Ordinances

Mr. Killen states that we can't revise the Charter on a whim - a regular time frame would have to be adhered to. Also Ordinances are not a part of the Charter.

Mr. Timothy S. Wall, 386 Main St., Yalesville had no questions to ask - he just wanted to pass out an envelope to all the Councilmen and the Mayor.

Item 8. Mrs. Papale made a motion to consider and approve a transfer of \$8,000.00 to the Emergency Shelter, from Council Contingency/Reserve for Emergency, Account # 8050-800-3190 to Contribution Wallingford Emergency Shelter Account #3070-600-6885.

Mr. Holmes seconded the motion.

Mr. Doherty stated that the \$8000.00 does not go directly for rent, it goes monthly to Wallingford Emergency Shelter, Inc. c/o Thomas Zappala for operating expenses. The emergency shelter group held a meeting on Aug. 28th with some of the residents in that particular area, No. Cherry St. The emergency group explained to the residents how the shelter would operate this particular year. Residents had numerous concerns and all at the meeting were opposed to the shelter. The Planning and Zoning Commission met last night to examine a change of use for the shelter. Residents presented a petition with 84 names, all opposed to the shelter. P & Z voted to approve the change of use.

Mr. Holmes: Originally there were 3 or 4 residents, what happened between then and your meeting to generate such opposition? What were some of the concerns?

Mr. Doherty: You can ask the residents out there. They probably can express their concerns much better than I would.

Florence Danorovich, 80 No. Cherry St. asked why the Town was contributing \$8000.00 for a shelter for vagrants. Also the shelter is in the middle of a residential district. The shelter on Quinnipiac St. was there for several months and had to move because of complaints. We do not object to the need, but we do object to the location, to the night-time vagrants practically on our porches. Speaking for myself I don't think anyone has a right to disrupt my life ---.

Mr. Doherty stated that according to figures from the last time the shelter was used showed that 40 out of 60 people were Wallingford Town residents. Property value is a difficult thing to ascertain. Beautification - at last night's Planning and Zoning meeting Wallingford, Inc. submitted a letter in support of the shelter. The sidewalk situation and the traffic situation down there are part of the neighborhood because of the fact that you've got an industrial zone on one side of the street. The Security question is an interesting one and the Mayor's letter read at the meeting last night suggested that the WES people look into the possibility of security personnel --- and if that problem developed and this council would insist that some of the money be used along these particular lines. ----- I don't consider it a dangerous situation --- these are some of the points -- certainly many of the points the neighborhood people are making down there are solid points that indicate they are concerned and fearful of having this particular situation, in their neighborhood. If these fears are not alleviated I would expect to see you here before us letting us know that the thing is not working out.

Mr. Holmes asks if the shelter organization does not get this money will they still be able to operate.

Mr. Zappala: Yes.

Mr. Holmes: It seems like the major obstacle is not the \$8,000 but I think the key issue for the Shelter to be open is the change of use granted by the P & Z.

Mr. Zappala: Well yes, that was the main issue, but as some of you know, it's an expensive undertaking in itself. The place has to be done over, it's in pretty sad shape. I think the Town has an obligation to the homeless and an obligation according to the State code.

Mr. Holmes: We have a responsibility to the people that are living there also and quite frankly there hasn't been a ground swell of support and we've been presented with a petition tonight from the area, and quite frankly that concerns me.

Mr. Zappala: It concerns everybody --- We've had meetings with the neighbors and we're trying to reassure them that there's no problem. We had good results on Quinnipiac Street. That's the reason we strongly believe we should have a Shelter in Wallingford.

Mr. Holmes: One of the things we've been criticized for and we've heard it again tonight is that consistently the Council hasn't listened to public input. We've made decisions based just on our own feelings and if we follow the advice of the people here, they're saying no.

Mr. Zappala: I think we could get 2,000 signatures, if that's what you want. Signatures are easy to get.

Mrs. Papale: I can certainly understand what Mrs. Danorovich is trying to say --- we have problems in every town and nobody wants the problem in their backyard. I've been in touch with other towns that have homeless shelter and not everyone that's homeless is a thief. I think there are actually some people in the Town of Wallingford who don't have a place to sleep but I don't know how many. If we don't try it for just one year, we will never know and I feel that the way this is written up, after checking with Adam, if we don't try it for one year, we in the Town of Wallingford, will never know, if we have a need for one.

Mr. Zappala: People don't realize - the way the town's grown - that we have a need for this - and we're trying to take care of it on a volunteer basis. ---

Mr. Parisi: I know that the Red Cross and the Salvation Army had programs that dealt with people that had no shelter. What was wrong with that, was there some problem?

Mr. Zappala: No, I don't think there was anything wrong. In Meriden the Salvation Army building, they dealt with ---

Mr. Parisi: The program operated out of Wallingford, too. The Wallingford Red Cross had money set aside to put people up for three nights, I believe.

Mr. Zappala: The Red Cross gave us money for it, but they didn't have anything to do with directing it. The Visiting Nurses were helpful.

Mr. Parisi: But they took care of homeless people that went and asked for help.

Mr. Zappala: There was nothing wrong with that program but I don't think it was solving the situation. What we try to do is to make them feel good about themselves, to go out and find jobs. I don't think putting them up in a motel with nothing to do but watch TV and the next day, what are they going to do but the same thing they did the day before. We've seen the results of a few people, and I think saving one or two is worth having (the Shelter).

Mr. Parisi: I've never been to the Shelter. Do the people who go there stay there for the whole winter season - those 40 or 50 people you say go there - do they become residents or whatever you want to call them?

Mr. Zappala: We have a rule that a person who stays more than five days has to report to the Case counselors we have and the person is directed to go out and look for jobs. If the person doesn't show an interest that he's going out to look for jobs, then he's out the back door of the Shelter.

Mr. Parisi: How does he show that interest that he's looking for a job?

Mr. Zappala: We do have channels for jobs that are available for the people. Choate, Masonic, Gaylord. We encourage and direct them to look for jobs.

Mr. Parisi: I'm concerned, but you have said that there'll be a Shelter whether or not we vote the money. You do have approval of Planning & Zoning last night, that's all you need, so we won't stop your Shelter, per se.

Mr. Zappala: We didn't come to ask for money two years ago when it was on Quinnipiac Street, but now it's a bigger operation and ---

Mr. Parisi: Are there any guidelines that you've established for the operation of the Shelter?

Mr. Zappala: Of course. We have rules.

Mr. Doherty: There's a set of rules and regulations for the Shelter that I can pass down to you.

Mr. Holmes: I was just wondering about the legalities of excluding someone from the Shelter...

Mr. Zappala: We have rules and if they don't abide by the rules we don't let them in.

Mr. Peter Gouveia, 39 Lincoln Drive Ext. spoke on behalf of the Shelter stating that we live in a real world and these are real people with real needs. Also, we appropriate \$80,000 for homeless dogs and the Shelter is only asking for 10% of this. Can we really afford to give more for our dogs than for our people?

Mr. Adams spoke in favor of the Shelter, stating that he'd lived in New Haven on State Street for eight to ten years over a tavern and in all that time there'd never been any trouble. He said the people of Wallingford should be thankful and proud that there are people who care and he felt it very difficult to abstain from a moral obligation not to support something like that.

Mr. Parisi: In no way are my comments intended to be political, but I think I have an obligation to ask questions that might put the peoples' minds at ease. The way I feel will show when I cast my vote.

Dave McClary, 36 Johnson Road, a member of the Shelter Board, first addressed Mr. Parisi's question about the Red Cross, stating that the Red Cross soon runs out of money while putting people up at \$50 - \$60 a night. He next talked about the obligation of leasing the building for an entire year while only being open to the homeless six months, the many repairs needed to be done to the building, and he hoped they would get the money from the Council.

Debbie Bowie, 14 Briarwood Lane, President of the League of Women Voters of Wallingford, spoke in support of the Shelter, stating the League had studied and looked into the Shelter and felt it a definite need, that because of the lack of affordable housing in Connecticut the Shelter provided a necessary service and that the volunteers should be commended. She felt in the future more and more of these homeless would find homes and jobs and that the Council should vote to appropriate the money.

Mrs. Danorovich asked why, if the Shelter were successful on Quinnipiac Street the two six-month periods they had tried it then why weren't they still there. She said they were not helping them by giving the homeless two meals a day and a roof over their heads but were encouraging them to continue living as they were. She questioned where these vagrants were during the hours the shelter was closed, remembering that a year ago a woman was killed by a vagrant living in cardboard boxes and homeless shelters and asked if this were the kind of people you want to put tax money out, it isn't safe.

Mr. Killen reminded that last night the P & Z had approved change of use for the location and tonight was only to consider whether or not to appropriate the money.

Pasquale A. Melillo, 15 Haller Place, Yalesville, spoke at length about the Shelter and concluded by saying the Town Council should take into consideration the human element.

Edward Musso, 56 Dibble Edge Road spoke against the Shelter and feels the people should go to work and help themselves instead of asking for help.

Mr. Killen asked Mr. Zappala how much is charged each person who uses the Shelter and Mr. Zappala answered that there was no charge and Mr. Killen stated that though these homeless may not have enough money to pay a high rent that does not mean that they have no money at all. Mr. Killen said he thought we should be helping these people find rents during the good season rather than just putting them up during the winter and Mr. Zappala stated he thought the Shelter should be run year-round.

Mr. Killen next asked Mr. Zappala why sixteen and eighteen year olds are allowed to stay one night only and why do you pass judgement on them and Mr. Zappala answered that under State law persons under eighteen have to be referred to juvenile authorities, and they can't let them stay.

Mr. Killen next questioned how a person could be considered less homeless after staying five days at the Shelter and Mr. Zappala feels that they have helped people in those five days to become less homeless through the Shelter's counseling and job service.

Mr. Bradley stated that he believed in the Shelter, then he asked Mr. Zappala about the figures Mr. Doherty had provided about the Shelter inhabitants. Mr. Zappala answered that 40 of them were Wallingford residents and 12 were from out of town, that the out of towners were mostly one night stays.

Mr. Holmes asked whether the Shelter would allow a person to stay six nights if their car were broken down and Mr. Zappala said they would not put them out on the street. Mr. Holmes next asked why, then, the Shelter would put a person out if that person couldn't get a job in five days and Mr. Zappala stated

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that individual determinations were made. Mr. Holmes mentioned that the Welfare Department would provide three nights at a motel if the person were eligible for welfare and Mr. Zappala said that sometimes the welfare Department sends people to the Shelter when the motels rooms are filled. ---

Mayor Dickinson stated that he thought the money was paid to the Shelter when the Welfare Department sent a person down and Mr. Zappala agreed.

Mr. Parisi: Let me clarify that. Did you say that the Town, the Welfare Department, pays the Shelter for a night's stay?

Mayor Dickingson: I think we get reimbursed by the State, and at the level of reimbursement, the money is paid to the Shelter for individuals eligible for welfare benefits. If anyone is not eligible or hasn't been processed through the Welfare Department, of course, it would not be obtainable. But I believe there is a financial relationship there.

Mr. Parisi asked how many the Shelter were paid for and Mr. Zappala answered about two in a season.

Vincent Avallone, 1 Ashford Court, spoke in favor of the Shelter. He asked Mr. Holmes if he was going to base his vote on the prior discussion of whether a person stayed five nights or six nights at the Shelter. After a discussion with Mr. Killen about persons who could afford to pay something, Mr. Avallone said he would hope that those people would make a donation.

VOTE: Adams, Bradley, Doherty, Papale and Zandri voted Aye; Holmes, Parisi, Solinsky and Killen voted No. Motion Passed.

Item 10: Mrs. Papale made a motion to consider and adopt Resolution Authorizing Filing of Application for Social Services Block Grant. Mr. Adams seconded the motion.

Mrs. Papale read the following Resolution:

WHEREAS, pursuant to Chapters 133 and 300a of the Connecticut General Statutes, the Commissioner of Human Resources is authorized to extend financial assistance to municipalities and human resource development agencies; and

WHEREAS, it is desirable and in the public interest that the Town of Wallingford make application to the State in such amounts as may be made available for undertaking Social Services Block Grant Program and, to execute a Grant Action Request therefore.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WALLINGFORD:

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapter 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grant-in-aids to the extent that they are necessary and required for said program.
3. That the filing of an application by the Local Agency is hereby approved and that the MAYOR OF THE TOWN OF WALLINGFORD is hereby authorized and directed to execute and file such application with the Commissioner of Human Resources, to provide such additional information as the Commissioner may request, to execute a Grant Action Request with the State of Connecticut for state financial assistance if such an agreement is offered, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the Local Agency.

Mr. Bradley asked Mr. Roe about other programs of assistance. Mr. Roe explained that there are two categories for which the State provides funding, Counseling and Home Management/Home Maintenance. Under counseling the focus must be on Children, Adolescents and some Families. The Home Maintenance is primarily the Meals on Wheels program. Mr. Roe further explained that for

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the past two years we've not been utilizing all of our funding and have been returning funds to the Department of Human Resources. He said we've recently been discussing what else might be eligible under those two categories.

VOTE: Unanimous ayes with the exception of Mr. Holmes and Mr. Parisi who were not present.

Item 11. Mrs. Papale moved to consider and approve 1988-1989 Budget for the Mayor's Council on Substance Abuse Prevention. Mrs. Papale read the budget:

Expenditures

Advertising/Literature/ Tickets/Invitations	\$ 800.00
Activities/Speakers/Events	2,850.00
Gifts/Prizes	2,500.00
Accounting	200.00
TOTAL	<u>\$6,350.00</u>

Revenue

CADAC Grant	\$5,350.00
Donations, Other Funds	1,000.00
TOTAL	<u>\$6,350.00</u>

Mr. Adams seconded the motion.

Mr. Bradley questioned where the substance abuse prevention fit into the budget, into which category.

Mr. Roe, pinch hitting for Marty Barracato-Camire, stated that she had previously submitted to the Council, at the point of actual application what it principally underwrites. There are two activities, Project Safe Graduation and the Family Ties Festival.

Mr. Killen questioned the Gifts/Prizes category but Mr. Roe was not certain what it specifically covered.

VOTE: Unanimous Ayes with the exception of Mr. Holmes and Mr. Parisi who were not present.

ITEM 12: Mrs. Papale moved to consider and approve Amendment to Youth Service Bureau Budget.

Changes to the revenue budget are as follows:

Increase of DCYS award from \$29,000 to \$30,154.00.  
Increase in other revenue from \$1,500 to \$2,177.00

Changes to the expenditure budget are as follows:

Increase to Community Service Worker position  
from \$9,000.00 to \$10,000.00.  
Increase in F.I.C.A. from \$5,400 to \$6,231.00.

Please note that the Town appropriation does not change but that the total YSB revenue and expenditures equal \$116,736.00.

Mr. Parisi seconded the motion.

Mr. Killen asked Mr. Roe whether we were increasing the dollars for the Community Service Worker position and Mr. Roe stated that that was correct. Mr. Roe explained that this was a part time position and Marty wanted to enhance that position.



VOTE: Unanimous Ayes.

ITEM 13: Mrs. Papale made a Motion to consider an Ordinance Amending Ordinance No. 363 by Deleting the Definition of Intensive Vehicular Traffic and to set the Public Hearing for September 27, 1988 at 7:45 P.M.

Mr. Parisi seconded the motion.

VOTE: Unanimous Ayes.

ITEM 14: Mrs. Papale moved to Consider and Approve Waiving of Bid Procedure for Replacement Parts used in the Repair of #2 Generator-Pierce Station.

Mr. Parisi seconded the motion.

Mr. Mike Holmes explains that a budget amendment is required to complete repairs to the Pierce Station #2 turbine-generator because although money was appropriated and approved for this purpose in the 1987-1988 budget, due to the time schedule of repairs, little work was accomplished by the end of that fiscal year, June 30, 1988 and since funds cannot be carried over a new appropriation is required. The generator field is at the General Electric facility in Massachusetts and G.E. has reported that the parts needed to repair same will have to be purchased from the manufacturer, Electric Machinery who is the sole source of this equipment. This is the reason he is asking for the waiver of bid.

Mr. Parisi asks IF THERE IS ONLY ONE Company that makes these parts and Mr. Holmes replied yes. Mr. Parisi then asked if the company could charge any price they chose and Mr. Holmes replied that he wouldn't comment on that - only that they had gone to the sole source. Mr. Parisi stated he found it hard to believe that only one company made parts and Mr. Holmes explained that Electric Machine made the generator - General Electric was contracted to repair it and GE advised that the parts needed be purchased from Electric Machine the manufacturer and sole source of this equipment. Mr. Parisi asks if we bought the equipment from GE and Mr. Holmes replied he didn't really know, but that the equipment was manufactured by Electric Machine. Mr. Parisi feels that we are dealing with two companies and we should only be dealing with one.

Mr. Killen stated that this problem had been discussed at a previous meeting and he recalls that it was stated then that the parts would have to come from somewhere else.

Mr. Holmes states that at the time they had a number of quotations for repair of the machinery, all based on the fact that no new parts would be needed.

Mr. Killen asks if the sums of \$19,850.00 and \$501.00 are over and above what's been paid already and Mr. Holmes replied Yes, that they had contracted GE to do the shop work - they were low bidder at the time.

Mr. Bradley asks if Electric Machine is the sole manufacturer of these parts - he also asks if this was approved previously in it's entirety - the \$20,351.00. Mr. Holmes replied that he believed it was approved on that basis plus shipping and handling. That amount plus freight will get the parts to General Electric.

Mrs. Papale stated that it wasn't too long ago this item was discussed. She asked Mr. Holmes if General Electric was the lowest bidder by a large amount.

Mr. Mike Holmes stated that essentially all the quotations at the time were for service to dismantle, remove, ship, take apart at the shop, determine, correct it, re-assemble and return the unit - assuming - and all quotes included this - that there was no electrical or mechanical damage which required

parts. All quotations stated "plus parts". All quotes were for work only - no matter who the vendor was, they would have to go back to the manufacturer for parts if needed

Mr. Steve Holmes asks if at various times these generators have had to be repaired and what have we done for parts and Mr. Holmes replied that although he didn't have first hand knowledge, he believes similar action was taken at the time, bids from reputable companies were received and the equipment was repaired. In any event, any parts go back to the original manufacturer.

Mr. Killen states that the motion is to waive the bid.

VOTE: Unanimous ayes.

Mrs. Papale moves to consider and approve a Budget Amendment of \$90,000.00 from Net Income to Prime Movers and Generators Account # 513- - - - - Mr. Holmes seconded the motion.

Mrs. Papale: This budget amendment is requested providing for the lowering of Net Income by \$90,000.00, with a corresponding increase of appropriation under Division operating account #513-1 (Prime Movers and Generators). (I'm just re-wording)

Appropriation of these funds under Account 513-1 is necessary in order to complete repairs to the Pierce Station #2 turbine-generator. The bulk of this request (\$75,000) was approved and transferred for this purpose within our 1987 - 1988 Budget by the Town Council at its meeting of May 24, 1988. Due to the time schedule of the repairs, very minimal work was accomplished by fiscal year end, June 30, 1988. These funds must now be reappropriated in the current operating budget in order to proceed with the repair.

Mr. Parisi seconded the motion.

Mr. Killen questions the sentence "This assumes the coupling can be repaired to the satisfaction of our insurance carrier, based upon a \$15,000.00 maximum expenditure."

Mr. Holmes explains that essentially the company that insures their machinery will pay up to 95% of the cost to repair or a maximum of \$15,000. and they are trying to re-coup that sum as a percentage of the \$19,850.00.

Mr. Killen stated that he was upset because these funds had been requested last May and someone should have known that the machinery could not possibly have been repaired before June 30, the end of the fiscal year. Mr. Holmes explained that the work was started in May and the company had extreme difficulty in dismantling the machinery - if they hadn't run into that difficulty, the bulk of the work would have been completed by the end of June.

Mr. Zandri asks why it wasn't figured in this year's budget if it was known that this work would have to be completed and Mr. Holmes stated that at that point in time we were beyond the budget preparation period.

Mr. Zandri asks if any of the funds were expended last year and Mr. Holmes replied "just under \$3000.00".

Mr. Parisi stated that since it was known that this problem existed a Purchase Order should have been issued before this.

VOTE: Unanimous ayes.

Item 16. Mrs. Papale made a motion to consider and approve Waiving of Bid Procedure for Sludge Removal and Transfer of \$65,000. to cover cost of disposal of Sludge - Sewer Division. She then read a letter from Ray Smith to D. Dunleavy.

SUBJECT: SLUDGE REMOVAL - SEWER TREATMENT PLANT

As a result of a serious problem at the Sewage Treatment Plant, namely numerous odors and health complaints, I have declared an emergency situation involving the removal of sludge from the digesters at the site. Attempts to dispose of the sludge through the existing lagoons prompted potentially unhealthy conditions, leading to my decision.

Arrangements have been made to transport the sludge in bulk to the Mattabasset District for proper disposal. I have authorized an expenditure of up to \$18,000.00 covering a short term solution until such time as negotiations can be completed with Naugatuck and Mattabasset for a longer term contract, which will require a waiving of bid by the Town Council.

I discussed the declaration of the emergency with Mayor Dickinson prior to his leaving for vacation. The necessary paperwork, including requisition/purchase order is being handled in the normal fashion to support this emergency situation.

Mr. Parisi seconded the motion for the sake of discussion.

Mr. Zandri asks is this is the only firm that does this type of treatment and Mr. Dann replied that they have investigated other firms in the area and found only Mattabasset and Naugatuck currently capable of accepting sludge ---

Mr. Zandri: Did you get prices from them all?

Mr. Dann: Yes, we received written quotations, Mattabasset being less expensive.

Mr. Parisi asks to see the quotations.

Mr. Holmes asks how this became an emergency situation.

Mr. Dann explained that there were a number of factors, primarily that the capacity had been exhausted in the existing lagoons; we expected that the new sewer treatment plant would be available by the time the capacity of the lagoons had been used up.

Mr. Holmes stated that if they knew the sludge treatment plant was behind schedule why did they wait until it became an emergency situation.

MR; DANN stated that it was a compounded situation - not just the exhausting of the existing lagoons, but also the odors and air compliance problems.

Mr. Kirkland stated that they had recently pursued with DEP the thought of increasing the diking on the existing lagoons to compensate for the delay - the State had originally looked favorably at that and subsequently changed their position, and as a result we have an emergency situation.

Mayor Dickinson: -- The amount of odor that was generated was unexpected and I think part of it was due to the unavailability of sewage processing that the contract involved. Also, the kilns we were using just weren't doing the job - they generally mix the sludge with chemicals to smother the odors - it just wasn't working, so we had a choice - to try to use twice, three times the amount of chemicals, or we take it elsewhere, so after discussion with Roger, Jim, Ray Smith various times, we came to the conclusion that getting rid of it was the best course - what we were doing to kill the odors just wasn't working.

Mr. Bradley stated that he received some complaints about the odors - that he talked to Ray Smith who led him to believe that the sludge wasn't being treated properly and with larger doses of chemicals the odors would dissolve and then on Sept. 2, his letter states that he declared an emergency. - - - - -

Mr. Dann stated that they became aware there might be a problem, but that the contract schedules changed monthly and they had treated the sludge before with extra chemicals, successfully, but the greater temperatures and dry weather also contributed to the odor problem --- --- as far as the date the emergency was declared, it occurred somewhere around Aug. 18th, but they were still treating the sludge on the 24th.

Mr. Bradley asks about the three and one half million gallons that went into the Quinnipiac.

Mr. Dann explains that that was a totally unrelated incident. That was due to failure of some electrical equipment that occurred during the night. -----

Mr. Holmes asks if we have any recourse against the Contractor because the plant is behind schedule.

Mr. Dann stated that at this time the plant is due to be completed by Nov. 21st - extensions were signed - if it goes beyond that time then we can proceed to charge him, -----

Mr. Holmes asks if this removal process has already been undertaken.

Mr. Dann: Based on the emergency order we proceeded with off-site disposal - - - what we're looking for at this time is to continue the off-site disposal until such time as the processing plant is complete.

Mr. Killen asks if anything was put in the contract that if the contractor should fall behind he would be liable. Mr. Dann answered No. Mr. Killen stated that they should have known how much the lagoons would hold.

Mr. Dann stated that part of the problem lay in the fact that in upgrading the facility it increased the volume of sludge.

Mr. Killen asked if anyone took into consideration that when the new plant was being built there would be more sludge coming in.

Mr. Kirkland stated that the new plant was to have been in operation for the last two months and Mr. Killen stated that all these things should have been taken into consideration and a clause put into the contract.

Dwayne Braithwaite, 26 Kingsland Ave. asks whether the sludge is a health hazard.

Mr. Dann states that there is no evidence that they are aware of that there is a health problem.

Mr. Braithwaite asked if DEP said that the stuff had to be out of there - he is trying to find out why we have declared an emergency situation - of course, he stated, they have already taken action - they are asking for a bid waiver almost after the fact. He said this sounds like it may go on for a long time, even after the plant is built -----

Mr. Dann stated that at budget time they indicated that there would be a significant expense for the disposal of sludge once the landfill closed, more than \$1000. a year. In addition the Council has approved the budget containing \$30,000. worth of funding for the purpose of conducting a sludge disposal site, ---- so we can evaluate ---- once the landfill closes ----

Mr. Zandri asks if we presently have a moratorium on hook-ups for sewers, and Mr. Dann answers Yes until Jan. 1, 1989. Mr. Zandri then asks how long this has been in effect. Mr. Dann answers, approximately 1986.

Mr. Zandri asks where the additional capacity is coming from if we've had a moratorium and Mr. Dann answers that as the processes are upgraded we remove additional solvents from the sludge -----

Mr. Zandri says there also seems to be a problem with the process now used --

Mr. Dann explained that initially at the beginning of the summer when the odor was first detected they added additional chemicals and that worked satisfactorily, but as the summer progressed it became less successful

Mr. Kirkland further explained the differences between last year and this year, and why there were more problems this year.

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Mr. Zandri asks if in the new plans any problems were anticipated and he also states that there should be a clause in the contract so if there is a problem it does not fall on the Town to correct it. Mr. Zandri also mentions the 10 acres at the landfill that is being reserved for the Town to use for the disposal of sludge. Mr. Dann says these ten acres were considered when preparing the figures for the budget.

Mayor Dickinson stated that there was another very important thing to consider and that is what the odors will be ----- and if the new process gives us a residue that smells as bad as what's down there, then we had better get rid of it somewhere else.

Mr. Holmes asks what we are waiving - just the Mattabasset costs or also the transportation of the sludge to the facility?

Mr. Dann stated that the quotations received included the cost of trucking --- the trucking will be done by Mattabasset -- they want to be sure that the trucks going to their facility do not have toxic wastes.

Mr. Doherty asks if the DEP feels that the Town was in any way responsible for what happened to the Conrail workers, and Mr. Dann replied that the DEP was asking for an investigation ---

Mr. Doherty asked Mr. Dann if he kept track of the complaints received so comparisons could be made as to how many were received on a certain night -- he said one resident tried to call on the night of Sept. 2 and there was no answer on the emergency number. He also asked what measures were being taken to prevent a 3½ million gallon spill again.

Mr. Kirkland explained that they are in the process of installing a temporary alarm system ---- as far as the contract, it will be a more sophisticated alarm system. Mr. Doherty asked if the alarm was working tonight - Mr. Kirkland answered NO but someone would be checking the plant during the night. Mr. Doherty also asked about de-watering and Mr. Kirkland explained that the equipment would be a major capital expenditure.

Mr. Bradley asked if the odors would be worse than now and he also stated that Mr. Smith mentioned that this process of removing the sludge would continue for another three months. He also said he couldn't understand why the problem could not have been anticipated.

Mr. Henry Renfrew, 25 Audette Drive, stated that the Town should attempt to secure more information more information about what the odors were and what the problem was and pass the information on to the citizens. He stated that the Town cannot live by a double standard. We should have a better idea of what we are exposed to, before a vote is taken. Mr. Killen stated he wanted to get rid of the sludge and not wait until we get more information.

Mayor Dickinson stated that he felt the critical issue right now is to get rid of the sludge, that there have been four air tests in Town since 1984 and none of them have shown pollutants that reach the level of being hazardous to health. There are other officials looking into the health aspect of it and to wait for a report is not in the best interests of the community.

Mr. Bradley asks if the Director of Health has become involved in this problem since it is an emergency situation.

Mayor Dickinson said he believed Mr. Yasensky was consulted on it but not Delbert Smith.

Mr. Bradley stated that Dr. Smith is the overseer of the Health Division.

Mayor Dickinson states that the critical issue is getting the sludge out of Town. Dr. Smith is a medical doctor, he cannot analyze the air - he could make the same recommendation to rid the town of the sludge and prevent the odor from becoming a nuisance to residents -----

Vincent Avallone, 1 Ashford Court questioned why Ray Smith said it was an emergency situation if it was not a health hazard.

Mr. Killen and Mr. Holmes tried to explain to Mr. Avallone what the emergency is.

Mayor Dickinson explained that the word emergency, when it is used in the context of a Purchasing Ordinance an emergency is a very broad spectrum event affecting health, safety, welfare in general, or the ability to continue an ongoing project in a timely fashion and allowing the department to continue that without having to delay by going out to bid. That is what the emergency concerns - that we are able to rid this nuisance from the Town without the delay of going to bid and going through the whole process of finding a low bidder, contracting, etc. we wanted to remove it right away - that was the emergency. It does not relate to a finding that people were ill - it related to a finding that there was a nuisance that was not necessary and was bothersome to the neighborhood there and to others. I think we're all familiar with the smell of sewage - we all find it obnoxious ----- let us not dwell overly on the word emergency when it is used in the context of a Purchasing Ordinance

Mr. Avallone stated that the letter indicated that there was a potential health hazard and that if Mr. Ray Smith has some information everyone has a right to know that information ----

Mr. Paul Gough, 1 Kingsland Ave. stated that the PUC knew about this for some time and what, all of a sudden, precipitated this emergency action - after all the smell has been around for a long time.

Mayor Dickinson stated that this is a new problem because of the severity of it.

Mr. Edward Musso, 56 Dibble Edge Road asks how much sludge there is in the lagoons and if it is going to be removed.

Mr. Dann explains that they will not remove sludge already in the lagoons, there is no reason to.

Mr. Musso stated that it smells just as bad in Meriden and they have a new sludge plant.

Mr. Adams stated that the Council certainly expects more information from Mr. Smith, but waiving the bid tonight is only giving him permission to do what he has a right to do anyway.

VOTE: Unanimous ayes.

Mrs. Papale moves to consider and approve a motion to transfer \$65,000. to cover the cost of disposal of Sludge for Sewer Division - \$15,000. from Chemical Expense, Account #641-000; \$50,000. from Misc. Exp. (Elec. & Oil) Account #643-000, and \$65,000. from Sludge Disposal, Account # 645-000 -----

Mr. Parisi seconded the motion.

VOTE: Unanimous ayes.

FIVE MINUTE RECESS.

Mrs. Papale read a letter from Vincent L. Inglese to Mr. Killen:

Dear Mr. Killen:

The Board of Education has asked me to invite the Town Council to confer with the Board of Education for the purpose of allowing Council members the opportunity to provide input for teacher negotiations. The negotiations are scheduled to commence early Fall of this year for implementation in 1989-1990.

The legal reference that allows the Council to contribute and play a part in this process is Sec. 10-153d of the Connecticut Education Laws.

Since we are scheduled to meet with the teachers at the beginning of October, the Board would like to meet with the Council at the Board of Education meeting room in E.C. Stevens Elementary School at 7:30 P.M. on any of the following dates:

September 15, 1988; September 22, 1988; September 29, 1988

In addition to the above meeting, the Board invites the Council to have representation present at the negotiation sessions to be scheduled.

Thank you for your attention to the above, and I look forward to hearing from you at your earliest convenience.

Sincerely yours,

Vincent L. Inglese, Assistant Superintendent for Personnel

Mr. Killen suggested that since the Board of Education Liaison Committee is scheduled to meet with the Board on Sept. 22, it would make sense for the Council to meet with them on that date. The meeting will be at 7:30 at Stevens Elementary School.

Dave Doherty stated that he would not be there because of a conflict.

Item 18. Mrs. Papale made a motion to consider and approve Appointment of Thomas Murphy to the Roof Replacement/Underground Fuel Storage Tank Removal/Replacement Committee.

Mr. Adams seconded the motion.

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Mrs. Papale read a letter from Robert Nicoletti to Mr. Killen:

Dear Mr. Killen:

Please accept this letter as a request on behalf of Tom Murphy for him to be seated as a member of the Roof Replacement/Underground Fuel Storage Tank Removal/Replacement Committee.

Tom has discussed his desire to serve on the aforementioned committee with individual Board members, Council members, and me. Inasmuch as, the Council as a whole is invested with the task of naming members to such committees, I am asking you to discuss the matter with the Council and to make a determination in this regard.

Sincerely,

Robert Nicoletti, Superintendent

Mrs. Papale stated that a Committee was already appointed: Thomas Solinsky; George Cooke; Joseph DiNatale; Michael Papale; William Fischer; A.J. Namnoun; Jim Annis.

Mrs. Papale made a motion to accept Thomas Murphy on this Committee.

Mr. Adams seconded the motion.

Mr. Solinsky stated that now the Committee had eight members and if possible it should have an uneven number. Mr. Killen asked Mr. Solinsky to find out if anyone already on the Committee desired to get off and if not perhaps Mr. Solinsky could come up with another name.

Mr. Edward Musso, 56 Dibble Edge Road objected to Mr. Murphy being on the Committee because he is one of the big spenders.

VOTE: Unanimous ayes.

Item 19. Mrs. Papale made a motion to consider and approve Establishment of Lyman Hall High School Vocational Agriculture Expansion Building Committee.

Mrs. Papale reads a letter to Mr. Killen:

Dear Bert:

Please accept this letter as a recommendation to appoint the following individuals to the Lyman Hall High School Vocational Agriculture Expansion Building Committee:

Vincent Verna, Sal Greco, Jr., Jeanne Holmes, Board of Education Member

I feel that these three people will be an asset to the building committee and are very interested in assisting Lyman Hall High School and the Town of Wallingford.

Thank you for your support.  
Sincerely, Dale A. Wilson, Principal

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Mr. Adams seconded the motion.

Mr. Dale Wilson gave a brief summary for the audience stating that after the Town Council approved the plan to expand the Vocational Agriculture Center, they applied to the General Assembly, and the General Assembly took action on this in June and approved the project and authorized the State Board of Education to enter into a commitment with the Town of Wallingford to expand the Vocational Agriculture Center -- the total project that has been approved is One Million dollars -- this is 100% reimbursable to the Town of Wallingford by following all the steps outlined by the State Board of Education. The additional space is desperately needed - when Lyman Hall was built there were 25 student in the program, now there are well over 100. The next step is to appoint the committee and submit to the State Board of Education specifics so they can be approved so we can go out to bid, --- --- and perhaps start in the Spring

Mrs. Papale stated that we are here tonight to approve the building committee and that this was started last year.

Mr. Wilson: Yes, at that time it was: Ed Polanski and Iris Papale who were selected by the Council as chairpeople of the building committee and no other people were named at that point, and obviously we needed approval from the General Assembly and we have that so the next move is to establish a committee and report that to the State Board of Education -----

Mr. Parisi moves to establish a committee and name it the Lyman Hall High School Vocational Agriculture Expansion Building Committee and that the following people be appointed to serve on this committee:  
Ed Polanski; Iris Papale; Vincent Verna; Sal Greco, Jr;  
and Jeanne Holmes;

Motion seconded by Mr. Adams.

Mr. Killen also recommended the name of Tom Wall.

Mr. Musso stated that he felt this was pre-mature, until the schools are consolidated and there is one high school. He also objected to Ms. Holmes being on the Committee.

VOTE: Unanimous ayes with the exception of Mr. Doherty who abstained.

Mr. Adams requests permission to Waive Rule 5 for the purpose of the Highland Elementary School Entrance Doors which have been damaged.

Moved by Mr. Adams and seconded by Mr. Parisi. ALL AYES.



Mr. Adams reads a letter to Mr. Killen:

Dear Mr. Killen:

On Sunday, August 7, 1988 I was advised by the Wallingford Police Department that the main, metal entrance doors at the Highland Elementary School had been seriously damaged. Upon my investigation, it appears that a vehicle, either a car or truck, rammed the doors resulting in them being buckled and pushed inside the building including the framing structure. They were destroyed beyond repair.

This was an act of vandalism and as of this date, there has been no apprehension. I then discussed this matter with Friar Associates, architects, the firm that is presently designing new handicapped entrances for all school buildings. They agreed to provide me with plans and specifications for repairs and replacements to this entrance area which would be in compliance with the design they intend to have done in their forthcoming project.

I then placed this project out to bid through the purchasing department (see copy of Public Bid #88-74). On September 8, 1988 I received a notice from Mr. Donald Dunleavy, Purchasing Agent, stating that there were no bids received for this project and that it would be advisable to appear before the Town Council to request a bid waiver in order to negotiate the completion of this work with a contractor.

It is most important that these entrance doors be replaced and put back into operation as soon as possible for the following reasons:

- A. It is a designated fire exit.
- B. This entrance way has been used by a handicapped student in a wheelchair.

Therefore, I am requesting a waive of bids in order to seek a contractor to complete this project as soon as possible. It would be my intention to work closely with Friar Associates for their advice in seeking a reliable contractor that would do this job as soon as possible on a time and material basis and to the full satisfaction of myself and the architectural firm. As of this date, I have not consulted with any contractor or the architectural firm of Friar Associates in regard to this bid dilemma.

Your assistance to this request will be most appreciated.

Very truly yours,  
Alfred J. Cei, Jr. - Superintendent of Buildings, Grounds and Custodians

MOVED BY Mr. Adams and seconded by Mr. Bradley

Mr. Cei apologized for having to put this item on the Agenda on short notice causing Rule 5 to be waived.

Mr. Zandri asks if these are normal exterior doors to the school.

Mr. Cei replied that these are large metal doors and since this is a handicapped entrance these doors are due to be replaced next year anyway so why not do it now.

Mr. Zandri stated that that's probably why no bids were received since this is only a small part of a much larger project involving all the schools and that in the interest of getting the repairs done right away why couldn't we just replace the damaged doors with new ones. Mr. Cei replied that it wouldn't pay to do it that way.

Mr. Adams asks if there is any insurance as far as the building is concerned. Mr. Cei replied that we wouldn't be able to collect - our minimum is \$10,000.00 and this project will cost about \$6000.

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Mr. Parisi asked Mr. Cei if he had sent out bids to 23 vendors. Mr. Cei replied that he had given the Purchasing Dept. four names and the rest were sent out by Purchasing and out of 23 vendors no bids were received.

Mr. Zandri stated that these vendors were Overhead Door vendors.

Mr. Edward Musso, 56 Dibble Edge Road, suggested that Mr. Cei contact Colony Glass or Andrade Glass and was told that they were on the list.

Mr. Adams asks what it would cost to replace what was damaged. Would it still be a couple of thousand dollars?

Mr. Cei replied Yes. The doors are not usable, the frames been bust and we've got it secured temporarily.

Mr. Adams stated that as long as we've got to replace them, by doing it ahead in the long run it would save us money.

Mr. Killen stated that if the bidding process is waived they are not giving Mr. Cei carte blanche and so would like some input as to figures when the bid is awarded. He asked about the \$6000. figure.

Mr. Bradley asked if there was structural damage and Mr. Cei replied that the frame was damaged.

Mr. Parisi amended the motion to state that if it exceeds \$6000. or the estimate of the architect, whichever is lower, that Mr. Cei at least give that information to the Chair, - to the Council.

Mr. Holmes seconded the motion as amended.

VOTE: Unanimous ayes with the exception of Mr. Zandri who voted NO.

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Item 20. Mrs. Papale: Discussion and possible action, Air Testing of Air Around American Cyanamid - requested by Councilman Zandri.

MOVED by Mrs. Papale and seconded by Mr. Adams.

Mr. Zandri: Because of recent incidents near American Cyanamid, I'd like to make a motion that the Town of Wallingford have Air Testing done and try to determine the origin of the problem.

Mrs. Papale seconded the motion.

Mr. Parisi asks if there have been air tests performed.

Mayor Dickinson states that there have been four separate tests, three were done by EPA and one by a private firm, since 1984. Cyanamid officials would be happy to meet with the Council and explain what they've done - that might be the place to start - because other testing has been done by the DEP - they were involved with the process - OSHA - a lot of agencies have a lot of expertise and material that the Town doesn't have - a lot of data that probably you should be aware of before you embark on something that is probably fairly costly -----

Mr. Zandri: I'd like to just make it clear that the purpose of this is not to single out American Cyanamid - I think the purpose of it is that we owe the citizens in this town something to try to find out the source of the problem that's in the vicinity of American Cyanamid - the sewer plant - or where it's coming from; regardless of the cost I think we owe it to

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the citizens to try to get to the root of this problem and to try and find out what the situation is where we have Conrail workers that end up in the hospital because they work in that vicinity and I think it's serious enough that we should be willing to spend the money.

Mr. Killen: Did you hear the Mayor's suggestion that we set up a committee to meet with Cyanamid and find out what information they have and we can go forward from there.

Mr. Zandri: I'm not against meeting with Cyanamid - I don't think we should leave anyone out.

Mr. Killen: Would you withdraw your motion and make a motion to appoint a three man committee to work with the names of whatever companies were mentioned here including the water and sewer division and see what plans they have - if they are going ahead O.K. if not, we'll bring it back here.

Mr. Zandri: I wouldn't mind withdrawing my motion but the only thing that concerns me is that I don't like the idea of having a private company involved in the tests - I personally feel that the tests should be conducted by the town where we oversee the testing - if we are going to be checking the air around a

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company I don't want to be slanted by having them ----

Mr. Killen stated that all parties should sit together and pick someone to test and if the committee is not satisfied, then they could come back and have the council bring in another operator.

Mr. Zandri withdraws his motion.

Mr. Killen: We're going to switch the motion and appoint a committee of three to meet with the others mentioned here this evening and go forth in that general area.

Moved by Mr. Parisi and seconded by Mr. Doherty.

The three appointed were Dave Doherty, Tom Solinsky, and Geno Zandri.

Mr. Musso stated that the Conrail men were sick because the Union put it in their heads. How come the men who work in Cyanamid are not sick?

VOTE: Unanimous ayes.

ITEM 21. Mrs. Papale: Discussion and possible action on Renegotiations with CRRA on Landfill Lease - Requested by Councilman Zandri.

Moved by Mrs. Papale and seconded by Mr. Parisi.

Mr. Zandri: There is another motion that I would like to make. I would like to make a motion to have the Town Attorney draft the following recommendations into a formal full proposal for presentation to CRRA for renegotiating our Landfill Lease:

1. CRRA to submit a detailed ash testing plan to Town Officials. Testing reports to be submitted to Wallingford Officials after each test.
2. Require Wallingford's ash landfill be lined before any ash from the incinerator is deposited in it and that it conforms to new landfill regulations set by D.E.P.
3. Town of Wallingford be exempt from any liability on its existing landfill and any new landfills operated by CRRA.

4. Free disposal and pickup of all trash and bulky waste for all Wallingford residents and the municipality for the life of the project.

5. Fifty cents (\$.50) a ton royalty to be paid to the Town of Wallingford for all ash, trash and bulky waste deposited in any landfill located in Wallingford.
6. Fifty cents (\$.50) a ton royalty to be paid to the Town of Wallingford for all waste which originates outside the Town of Wallingford that is processed at the facility or the incinerator.
7. A million dollars (\$1,000,000.) per year payment in lieu of taxes to be paid to the Town of Wallingford for the incinerator to be located in town.

Moved by Mr. Zandri and seconded by Mr. Bradley.

Mr. Parisi: Geno, I am sure that you have read the letter from the Assistant Town Attorney.

Mr. Zandri: Yes, I have.

Mr. Parisi: It means nothing?

Mr. Zandri: No it didn't.

Mr. Solinsky: Geno, are you willing to make any concessions to CRRA to change this?

Mr. Zandri: No

Mr. Solinsky: You want all this and they get nothing.

Mr. Zandri: Right

Vincent Avallone, 1 Ashford Court: I support Geno's motion. I would just like to mention to the Council that recently Leslie Caruthers has indicated that she is not in favor of legislation that would supersede local zoning citing ash landfills and also other alternatives to that would be talking to towns that might want to volunteer their services and that the state or the CRRA would be willing to pay these towns that voluntary wanted to be put an ash landfill in their town. Which is an indication that this a valuable piece of property, property that can be utilized as an ash landfill. So I don't see why they are willing to offer towns in the future large sums of money, if towns want to volunteer their landfill and yet we in Wallingford are getting paid such a small amount for the use of ours. I do not think that there is any question that we are not getting what our landfill is worth. I think that some of the suggestions that Geno has made, if any are adopted would put us in a better light. So I would hope that the Council would adopt this motion. Thank you.

Mr. Holmes: Adam, if CRRA is willing to renegotiate how long would it take to hammer out these agreements.

Atty Mantzaris: Possibly one month maybe two weeks.

Mr. Holmes: Would that impact the other town's contracts.

Atty Mantzaris: Yes, it might. What prompted Janis Small's comment to you is something that Dennis Martin said at the meeting about two weeks ago. He would be willing to renegotiate any changes in the lease which would adversely affect the other towns involved with the arrangement with CRRA. I will take these things up with Martin and let you know.

Mr. Zandri: I would like to make this known that the Town of Lisbon was presented with a host community agreement, almost all of the items I proposed are in this agreement with additional ones besides. For example, they will receive fifty thousand dollars (\$50,000.) a year to hire someone just to oversee the operation of the plant.

Mrs. Papale asks Adam if the contracts for all the other towns will have to be changed.

Mr. Mantzaris stated they most likely would since their contracts were based upon our town being the host town and certain conditions in our contract. Mr. Mantzaris also stated that he suspected that Meriden would also talk re-negotiation since their landfill is involved. Mr. Mantzaris also stated that he did not hold out a lot of hope, however, Wallingford has the plant here and Meriden has the landfill which all the other towns don't have. Of course, we've had signed contracts since 1985 -- if you sold your house in 1985 and the market changed later, you can't go back and re-negotiate the sale of your house.

Mayor Dickinson stated that the plan is backed by the State -- and when the State gets involved, all towns will share equally.

Mr. Henry Renfrew, 25 Audette Drive stated that he was familiar with the contract for the Town of Lisbon, and that agreement was written by the Company and given to the Town --- the trouble with our contract is theirs no one there to represent an overall interest from a public view ---- and we would be foolish not to attempt to re-negotiate because times have changed since 1985 --

Mr. Paul Gough of Kingsland Ave. stated, among other things, that he saw no reason for the Town not to try to re-negotiate.

Mr. Peter Gouveia stated that Crra knows they got a good deal and that he hoped the Council would vote in favor of this motion. He also stated that a year after the contracts were signed he proposed a similar seven point agreement ---- also there are two more points that should be added - one that we were mis-represented and the other that someone should research what other contracts CRRA has entered into since our contract was signed to see what other Towns and Cities have received from CRRA.

The question was moved by Mr. Solinsky and seconded by Mr. Adams.

VOTE: Unanimous ayes.

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Mr. Parisi asks permission to Waive Rule V to ask for an extension of the Investigatory Committee from the initial 60 days.

Seconded by Mrs. Holmes.

VOTE: Unanimous ayes except for Mr. Doherty who abstained.

Mr. Parisi moved that the Committee established by the Council to investigate the purchasing practices of the Board of Education be extended thirty days from tonight's meeting.

Motion seconded by Mr. Holmes

VOTE: Unanimous ayes with the exception of Mr. Doherty who abstained.

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Mr. Zandri asks to Waive Rule V in regard to Ordinance #218 dealing with out of town garbage.

Mr. Killen states that we are still under Rule V.

Mr. Zandri asks if Ordinance #218 dealing with out of town being deposited in our landfill will continue to be enforced.

Mr. Killen stated that since this is in litigation he did not know whether or not we are allowed to discuss it.

Mr. Mantzaris stated that in the lawsuit which everyone is familiar with a motion was filed to temporarily enjoin the Town from accepting solid waste from outside of town into its landfill. That morion was scheduled for a hearing on Sept. 6, but did not go forward - it has been reclaimed by the plaintiff PAGB and will probably be assigned for a hearing in the Superior Court, Hartford, next week or the week after - that should address the question in very short time -----

Mr. Zandri stated that even though it's pending litigation it does not preclude the fact that we have Ordinances existing on the books in this town. Up to the point it is settled in Court we would have to enforce that Ordinance.

Mr. Mantzaris: With the trash plant coming into operation and the landfill in the hands of a lessee I cannot tell you that all provisionsof that ordinance will be effective.

Mr. Zandri: If you do not plan to enforce that ordinance -- -- it does not mean every single clause in that ordinance --- who makes the decision on what you pick and choose to enforce in an ordinance ---

Mr. Mantzaris: The ordinance was drafted when the Town of Wallingford was in the landfill business and as of Sept. 6th, is no longer in the landfill business, so the part of the Ordinance which would apply to the operation of the landfill business by

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the Town of Wallingford no longer apply, and there's provision in the ordinance that contemplated severability, so it's not a question of picking and choosing parts of an ordinance - which are all meaningful - it's a question of which parts of an ordinance are effective when the situation for which an ordinance was drafted is no longer in effect ----- this analysis may prove to be in error in Court - we don't believe it will be, but it may -----

Mr. Zandri stated that he interprets the ordinance as being put there to protect, not just when Wallingford was in the landfill business, but to protect the citizens in this town, to assure them that they would have available landfill space for the residents of this community - - - - because we want to protect that valuable land for the residents of this community, and I don't see where the contract that was signed has the right to supersede, or in any way, legally to supersede that ordinance. That's the reason the ordinance was put on the books - to protect that land for the residents of Wallingford -- -- that's the way I interpret it.

Mr. Mantzaris: That's the question that's going to be decided in Court.

Mr. Zandri: Until that's decided in Court, I think the Ordinance should stand as it is. I don't see how anybody here has the authority to just make a ruling that you're going to change - - - -

Mr. Mantzaris: It wouldn't be a riling as far as the Town Ordinance is concerned - if a part of an Ordinance is no longer equivocal, it's not enforced by the Town.

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Mr. Zandri asked who makes that decision, and Mr. Mantzaris replied that an opinion might be asked of the Town Attorney's office - especially in the case of Ordinance #218 because there's been a change in the landfill and a change in the way we dispose of our trash.

Mr. Zandri asked who has the authority to enforce the Ordinance. Mr. Mantzaris replied the Police Dept. is the ultimate authority that enforces our ordinances. Certainly citizens can complain to the police if any ordinances are being violated.

Mr. Zandri moves to have the Mayor send a directive to the Chief of Police that Ordinance #218 dealing with the landfill continue to be enforced.

Mr. Bradley seconded the motion.

Mr. Bradley: ---- inaudible --- What is the current stand of this administration in enforcing Ordinance #218, specifically section 6-F?

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Mr. Mantzaris: It is the position of this office that out of town garbage coming to Wallingford under the new system does not come under 6-F of 218. That section will no longer be applicable, because, for one thing, our interpretation, Wallingford was in --- --- --- have I answered the question?

Mr. Bradley: I guess the stand is that NO you will not continue to enforce it.

Mr. Vincent Avallone, Ashford Court - Adam you mentioned that the interest of Wallingford isn't the same now as when the ordinance was first passed because we leased the landfill to CRRA - is that correct?

Mr. Mantzaris: I think I've made myself clear - this will be coming up in a few weeks in Court and I don't want to say anything that would compromise - we're a Defendant in that lawsuit ---

Mr. Avallone: Regardless of what is going on in Court, the question is: Is this Ordinance going to be enforced? This has nothing to do with what's going on in Court. We have a valid ordinance on the books - and if you say this ordinance is not to be enforced then every member of the council **should** ask why - you have an obligation as the Charter calls for to enforce the Ordinances that are on the books. A couple of months ago I was told that an Ordinance that is on the books will be enforced.

Mr. Killen stated that the Ordinance consists of two parts, one part has to do with the Landfill area and one part has to do with the streets of the Town ---- the part that concerns the Landfill area no longer applies - the Town of Wallingford no longer operates the landfill -----

Mr. Avallone says that we still own our landfill and Mr. Killen states that we do but we no longer operate it - the same as the Meriden Landfill is situated in the Town of Wallingford, but they own it - we cannot tell them where to put the trash -----

Mr. Avallone asks why we didn't just give CRRA the landfill, why did we just lease it to them and retain ownership ----- at some point would you say that the purpose of that ordinance was to prevent out of town garbage from coming to our landfill? My interpretation of that ordinance is that you keep out of town garbage out of that landfill whether it's burned or unburned - not that it's O.K. to burn it first and then bring it to the landfill- - - -

After much discussion between Mr. Avallone and Mr. Killen, Mr. Parisi stated that his interpretation is that if the garbage came from Middletown, then we couldn't take it ----- the towns involved now are involved monetarily --- --- Mr. Zandri states that the ordinance does not say that. ---

Mr. Zandri repeats his motion and Mr. Killen stated that the Ordinance has several sections and most of them are being violated, at one time or another

Mr. Zandri stated the entire Ordinance should be enforced

VOTE: Adams, Bradley, Doherty, Zandri and Killen voted AYE, Papale and Parisi voted NO and Holmes and Solinsky were absent. The motion passed.

Mrs. Papale made a motion to approve the Town Council minutes of July 26. Seconded by Mr. Doherty.

VOTE: Adams, Bradley, Doherty, Papale, Parisi, and Zandri voted AYE: Killen PASSED: Holmes and Solinsky were absent.

Mrs. Papale moved to approve the Town Council minutes of August 9. Seconded by Mr. Doherty.

VOTE: Doherty, Papale, Parisi and Zandri voted AYE; Adams, Bradley and Killen passed and Holmes and Solinsky were absent. Motion did not pass.

Mrs. Papale moved to approve the minutes of August 18. Motion seconded by Mr. Doherty.

VOTE: Adams, Bradley, Doherty, Papale, Parisi and Zandri voted AYE: Killen PASSED: Holmes and Solinsky were absent. Motion passed.

Mrs. Papale moved to note for the record the financial statements for the Town of Wallingford. Mr. Doherty seconded.

VOTE: UNANIMOUS AYES except for Holmes and Solinsky who were absent.

Mrs. Papale moved to go into Executive Session for the purpose of discussions with the Town Attorney. Motion seconded by Mr. Parisi. Went into Executive Session at 1:00 A.M.

VOTE: (to go into executive session) Unanimous Ayes with the exception of Holmes and Solinsky who were absent.

Council came out of Executive Session at 1:05 P.M.

Mrs. Papale made a motion to deny the Town Attorneys recommendation. Mr. Bradley seconded the motion.

VOTE: Unanimous ayes with exception of Holmes and Solinsky who were absent.

Mrs. Papale moved to adjourn the meeting and motion seconded by Mr. Adams. Motion duly carried and meeting adjourned at 1:10 A.M.

Meeting recorded and transcribed by: Rosemary A. Rascati, Acting Secretary

Approved:

Albert E. Killen  
Albert E. Killen, Council Chairman

10-11-88  
Date

Kathryn J. Wall  
Kathryn J. Wall, Town Clerk

10-11-88  
Date