

TOWN COUNCIL MEETING

JUNE 8, 1993

7:00 P.M.

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TOWN COUNCIL MEETING

JUNE 8, 1993

7:00 P.M.

A meeting of the Wallingford Town Council was held on Tuesday, June 8, 1993 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairperson Iris F. Papale at 7:04 P.M. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall with the exception of Mr. Solinsky who arrived at 8:17 P.M. Mayor William W. Dickinson, Jr. and Comptroller Thomas A. Myers were also present. Town Attorney Janis M. Small arrived at 7:30 P.M.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Consent Agenda

Motion was made by Mr. Doherty to Place the Following Items on the Consent Agenda to be Voted Upon by One Unanimous Vote of the Council, seconded by Mr. Parisi.

Mr. Zandri stated, in his continued protest of the Mayor's veto and what Mr. Zandri considers an increase in taxes that was not necessary he will be voting no on all the transfers this evening.

ITEM #2b Consider and Approve Tax Refunds (#216-217) in the Amount of \$188.43 - Tax Collector

ITEM #2d Consider and Approve a Waiver of Bid for the Registrar of Voters to Allow for the Purchase of Four (4) Voting Machines from Sequoia Pacific Voting Equipment, Inc.

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

ITEM #3 Items Removed from the Consent Agenda

ITEM #2a Consider and Approve a Transfer of Funds in the Amount of \$347,848.31 from the Grand List to the Suspense Tax Book to Comply with State Statute #12-165 - Tax Collector

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

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

ITEM #2c Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Office Supplies Acct. #001-1420-400-4000 to Telephone Acct. #001-1420-200-2000 - Tax Collector

Motion was made by Mrs. Duryea, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #2e Consider and Approve a Transfer of Funds in the Amount of \$1,616.00 from Traffic Signs Acct. #001-2003-400-4240 to a Newly

Established Account Entitled, "Portable Electric Generator" Acct.
#001-2003-999-9901 - Dept. of Police Services

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #2f Consider and Approve a Transfer of Funds in the Amount of \$500 from Maintenance of Vehicles Acct. #2036-500-5000 and \$775 from Maintenance of Vehicles Acct. #2037-500-5000 and \$250 from Maintenance of Vehicles Acct. #2038-500-5000 for a Total of \$1,525 to Maintenance of Vehicles Acct. #2032-500-5000 - Dept. of Fire Services

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #2g Consider and Approve a Transfer of Funds in the Amount of \$2,355 from General Public Works Wages Acct. #001-5030-100-1300 to Superintendent - Foreman - Yardman Wages Acct. #001-5030-100-1200 - Dept. of Public Works

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #2h Consider and Approve a Transfer of Funds in the Amount of \$1,822 from General Public Works Wages Acct. #001-5030-100-1300 to Director and Administrative Aide Salaries Acct. #001-5020-100-1200 - Dept. of Public Works

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #2i Consider and Approve a Transfer of Funds in the Amount of \$199 from Maintenance Alarm & Lights Acct. #001-5020-500-5240 and \$251 from Maintenance Fire Alarm - Emergency Light Acct. #001-5050-500-5240 for a Total of \$450 to Telephone Acct. #001-5050-200-2000 - Dept. of Public Works

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #2j Consider and Approve a Transfer of Funds in the Amount of \$700 from Maintenance of Building Acct. #001-5130-500-5100 to Utilities Acct. #001-5130-200-2010 - Dept. of Public Works

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #2k Consider and Approve a Transfer of Funds in the Amount of \$1,400 Temporary Services Acct. #1450-900-9000 and \$1,600 from Copier Rental and Supplies Acct. #1460-600-6120 for a Total of \$3,000 to Postage Acct. #1460-400-4080 - Purchasing

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #2l Consider and Approve a Budget Amendment in the Amount of \$32,000 to Increase Acct. #403-000, Depreciation and to Decrease Net Income by \$32,000 - Sewer Division

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #2m Consider and Approve Amending the Personnel Pages of the 1993-94 Budget of the Sewer Division for the Purpose of Correcting a Payroll Step by Increasing the Position of Asst. Superintendent Treatment in the Amount of \$2,407

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Mr. Doherty stated that he was voting no on this item due to the fact that it is a correction to next year's budget that the Mayor vetoed.

VOTE: Solinsky was absent; Holmes, Parisi and Papale, aye; all others, no; motion failed.

Roger Dann, General Manager of the Water/Sewer Divisions explained that this was an item that was pointed out on several occasions during the budget workshops which was, in fact, corrected. It was strictly an error made in the preparation of the budget booklet by the Water/Sewer Division and was corrected by the Council during the workshops but, unfortunately, was negated by the Mayor's veto. He was before the Council this evening asking that the funds and position be properly reinstated. It is basically a housekeeping issue at this point but very critical to the employee that it effects.

Mr. McDermott stated that Mr. Dann was right in saying that the Council did correct the mistake during budget workshops. He felt justified in saying that he had corrected the problem and that the action resulting from the Mayor's veto has restored the error.

Mr. Dann understood the issues involved but asked the Council to look past that issue and recognize that this is an unfair impact to one individual.

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Mayor Dickinson pointed out that if the employee is not paid the full amount stipulated by contract that it becomes a grievance matter. At that point the Town pays either way.

Mr. Holmes asked those on the Council that voted in the negative on this matter if it was their wish to go through a grievance procedure?

Mr. Zandri commented that this happens time after time when we are faced with the situation that the budget is vetoed by the Mayor and the burden is placed on the Council to straighten out and perform all the housekeeping after that. He, for one, is tired of doing it. You have to make a stand sooner or later.

Mr. Holmes stated that this issue then becomes something that casts a much larger shadow. A veto has nothing to do with correcting a clerical error that denies a person the proper amount of pay.

Mr. Killen stated that the budget is vetoed year after year for reasons which never stand up, it is sustained by the Republicans and the Democrats are suddenly slapped with logic and they are expected to fix the mistakes.

Mr. Holmes took offense to this remark.

ITEM #2n Consider and Approve a Transfer of Funds in the Amount of \$1,600 from Family Counseling Acct. #012-9000-900-9140 to Youth Service Bureau Counselor Acct. #012-9000-100-1350 and \$1,100 from Clerk's Wages Acct. #012-9000-100-1300 to Youth Projects Acct. #012-9000-900-9010 for a Total of 2,700 - Youth Service Bureau

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #2o Consider and Approve a Transfer of Funds in the Amount of \$26,000 from Property/Casualty Self-Insurance - Town Acct. #001-8040-800-8250 and \$26,000 from Property/Casualty Self-Insurance - Board of Education Acct. #001-8040-800-8260 for a Total of \$52,000 to Self-Insurance Workers' Compensation Acct. #001-8040-800-8350 - Risk Manager

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

WAIVER OF RULE V Motion was made by Mr. Doherty to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Approving a Resolution, seconded by Mr. Parisi.

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

Motion was made by Mr. Doherty to Approve a Resolution Closing

North Orchard St. from St. Peter and Paul Church to its Intersection with Church St.; Church St. to its Intersection with William St.; William St. to its Intersection with Lee Avenue and Lee Avenue to its Intersection with North Orchard Street to All Vehicular Traffic, seconded by Mr. Parisi.

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

PUBLIC QUESTION AND ANSWER PERIOD

Mr. Wayne McDermott, 22 Cooper Avenue stated that the cost of the union grievance regarding Item #2m could run well over \$2,000. He asked, why the Council is taking this course of action that will ultimately end up costing the Town more in the long run?

Mr. Killen responded that much time and energy was invested by the Council on the budget with two things in mind; one, keep the mill rate down as low as possible, and two; provide all services necessary. Some of the things that were viewed as necessary in this budget were also going to save the Town money, much more than two thousand dollars if they were allowed to go through this year. They were not allowed to go through this year so it will cost us more than \$2,000.

Mr. Brian McDermott reiterated the fact that the Council has already corrected this error once. It is due to the action of the Mayor that this error stands again.

Mr. Holmes stated that it does not make sense to go through a needles arbitration process when it can be taken care of here, in a matter of 30 seconds.

Mr. Wayne McDermott asked if auxiliaries will be available on the Fourth of July?

Mayor Dickinson responded, if we run into a problem of insufficient manpower, certainly the constables and auxiliaries are available.

Mr. Edward Bradley, 2 Hampton Trail asked the Council what would constitute a public outcry on instituting a Budget referendum? Telephone calls? Letters to the office?, etc.? If that were the case then what is the public outcry over changing the seven votes in the Charter to six?

Mr. Holmes responded, there is none.

Mr. Bradley stated that the Mayor's budget that went into effect following the veto raises the average taxpayers tax liability by approximately \$86.00. It was recently printed in the paper that the Board of Education, who at the Public Hearing of the Budget reported an estimated \$700,000+ surplus, actually has a surplus in excess of \$1.7 million dollars. He stated that it was a slap in the face to the Mayor, Council and taxpayers. They pull this every year! Why can't they have these numbers available at budget time? They are the first ones to cry out. He felt it would be nice to have a referendum now. He ended with a comment made by Mr. Gregory at the Charter Revision Public Hearing,

"A government that fears the voice of the people should be in fear of itself". He urged everyone to think about referendum and what it could do.

Mr. Zandri asked Mr. Bradley if he was sure that the figure reported by the newspaper was accurate?

Mr. Bradley quoted the Record-Journal on the figure. He was not sure himself where the figure came from and if it was realistic or not.

Mr. Zandri responded that we must keep in mind that what actually occurs is not necessarily what is reported in the newspaper. He suggested that Mr. Bradley verify the information prior to coming before the Council, on television, before a large viewing audience with the wrong information to send the wrong message to everyone. He urged Mr. Bradley to check the numbers.

Mr. Bradley stated that he would come back before the Council with the correct numbers if he is wrong.

Mr. Parisi asked Mr. Myers if there was any change in the original contribution to the Town from the State via Pequot funds?

Mr. Myers responded that there is a reported increase in funds that Wallingford will receive. We budget approximately \$90,000 but it seems as though we will be in receipt of \$350,000. That money comes directly to the general fund. There is approximately a \$14,000 increase in the Board's transportation grant from the State.

Frank Wasilewski, 57 N. Orchard Street asked Mr. Doherty how the senior tax relief program was progressing.

Mr. Myers responded that an advertisement was published on three separate occasions in the Record-Journal. Six Wallingford elderly residents who qualify for the State program applied for the tax deferral of the Town. On the first day ten applied and only six qualified.

Mr. Doherty stated that we may have saved six homes for people to live in for as long as they can.

Mr. Wasilewski did not dispute that fact. In fact, he asked that the number of foreclosures and liens be noted that have been registered with the Town Clerk's Office. He urged the Council to research that issue. There are many people, young as well as old that need help. We must help all of our residents.

He then asked the Mayor if he had line item veto power?

Mayor Dickinson responded that the Charter indicates that power, yes.

Mr. Wasilewski asked why the Mayor never uses it?

Mayor Dickinson was not sure how it can be used, practically speaking.

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since the budget must be balanced. There is not an ability to increase other lines where you would reduce a line. You cannot produce a budget that does not balance and he was not sure how to make one if all you can do is reduce and not increase.

Mr. Wasilewski could not see vetoing an entire budget when there is some good work put into it and it is being removed through the veto. He was certain that Mr. Myers could balance the budget once the decrease was made. He stated that there is absolutely no cooperation between the Mayor and Council regarding the budget. There is no compromising. It is either the Mayor's way or the Council's way. We, the taxpayers are put in the middle, we are the one's who have to put up with it. He did not think it was right to veto the entire budget. He has been attending the Charter Revision Commission and people are expressing their views on whether they want a strong Mayor or strong Council. Mr. Wasilewski wants neither. He feels that there will not be a good Council nor good Mayor if things stay status quo. He did not like it one bit. He felt that a lot of people would want to go to a referendum on the budget. He hears a lot of comments in favor of it from his fellow citizens in town. He reminded the Council that they have the final say as to whether or not the referendum gets on the ballot.

Mayor Dickinson responded that one of the difficulties with a referendum is that a very small percentage of people, usually special interest groups, come out to vote. You have a small, select number of people voting for the entire town. At times you have to repeat the process many times over since the taxpayers continue to reject the budget. You can find yourself at the start of a new fiscal year with no budget accepted in place. It is not a good scenario to be in. It results in chaos.

Mr. Wasilewski felt that the Town could have chaos if five democrats vote no on all the transfers from this point forward. By voting down the referendum issue you are denying the people the opportunity to vote on accepting the budget or not.

Edward Musso, 56 Dibble Edge Road felt that the people should have a say in any expenditure over \$1 million.

Mike DeNino, 26 West Street supported what the Chief of Police did recently regarding the issue of the unavailability of patrolmen on Memorial Day. The Chief would like to decertify the union.

Regarding the recent CRRA ruling with the Meriden Landfill, Mr. DeNino feels that we should receive more from the State for accepting trash in our town from other communities.

He assured the Mayor that the issue of a referendum is being spoken throughout the Town.

Mr. DeNino reminded everyone in the room that they pledged their allegiance to the Flag at the start of the meeting and asked the Town officials to consider carefully the meaning of the words.

He stated that to pledge is to promise something; united means that we all stick together; republican means that everyone gets together to make rules and lastly, liberty means the freedom to make our rules. The Pledge of Allegiance to the Flag is very important to all of us, let's try and follow through.

ITEM #5 PUBLIC HEARING on an Ordinance Appropriating \$1,250,000 for the Planning, Acquisition and Construction of Various Municipal Capital Improvements 1993-94 and Authorizing the Issue of \$1,250,000 Bonds of the Town to Meet Said Appropriation and Pending the Issue Thereof the Making of Temporary Borrowings for Such Purpose - 7:45 P.M.

Motion was made by Mr. Doherty to Append a Copy of the Ordinance to the Minutes of the Meeting, seconded by Mr. Parisi.

Mr. Doherty read Section I into the record.

Mayor Dickinson explained that John Costello, Town Engineer was unable to attend the meeting due to health issues. He explained that the most of the projects have been listed before with the exception of the Quinniac Corridor Design Fee in the Amount of \$100,000. That is the project that would include the traffic lights along Quinniac Street and the improvements that have been discussed earlier. This would qualify us for the State money that we would be receiving through the so-called "Ice T" program.

The culvert repair/drainage improvements in the amount of \$350,000 is primarily for two locations where there has been serious drainage difficulties, one involving the Marion Lane area off of Long Hill Road and the other one is off of Northford Road, Hall Acres. Approximately \$175,000 will be spent in each of those two locations to correct the problems.

Frank Wasilewski, 57 N. Orchard St. asked if the Town will actually borrow \$1,250,000 for these projects?

Mr. Myers responded that the Town will be authorized to borrow up to \$1,250,000, however, if the projects came in under budget the actual amount is all that will be borrowed.

Mr. Wasilewski stated that he could not see borrowing the money which will cost another \$400,000 to \$500,000 over the life of the loan with the economy the way that it is. We have a total of \$55 million in outstanding debt and about to add \$1,250,000 more. We should hold off another year to see if we have a surplus. If we do then that is when we should be doing these capital projects. He urged the Council not to approve the ordinance.

Mr. Musso, 56 Dibble Edge Road felt that Grieb Road should be considered as well.

Mrs. Duryea felt that other more pressing issues, i.e., Simpson School; Wooding Property; Community Pool; Community Lake should be included as part of the ordinance. There has to be cooperation

in addressing these problems as well. She will not vote yes on this issue until joint cooperation is achieved.

Mr. McDermott asked Richard Doll, Traffic Officer with the Dept. of Police Services to explain the "Ice T" grant.

Mr. Doll explained that the Town will receive \$1.75 million for the \$100,000 it contributes to the Quinnipiac Corridor project. The design phase cost has to be incurred by the Town for the project.

Mr. McDermott asked Mr. Myers why we had to go out to bond for the \$100,000 when the Council set aside funds in the budget specifically to avoid having to bond?

Mr. Myers responded that he would have to read the grant documents. It was his understanding, when discussed with John Costello, that there was a requirement that the Town fund the design work. He took it as part of the grant process that the design would have to be submitted to the State and approved by the State before they would release the grant monies to the Community. He could be mistaken, he would have to research the grant process with Mr. Costello. We could appropriate cash if that was the Town's desire, instead of bonding. Or taxes could have been raised. It was the Engineer's decision to place these funds in this particular program.

Mr. Doll explained that we need to meet with the Concept Team to get their approval on what the Town wants to do in the Quinnipiac area. The design phase should be complete by Spring of next year.

Mr. McDermott felt that we should not go out to bond on this project, we should fund it ourselves. He would like to expedite the work as quickly as possible.

Mayor Dickinson stated that the State will only move so fast on this project as well. The recommendation before the Council this evening is what is in the best interest of all parties involved, including the Town of Wallingford.

Mr. McDermott felt that the Town is the party delaying the project at this point in time and there is no reason for the Town to be holding back part of the project.

Mayor Dickinson responded that the earliest construction would begin next Spring on the traffic lights alone.

Officer Doll stated that he could understand Mr. McDermott's frustration. He, himself, has worked on this project since 1985 and has been bounced back and forth between the State and Council of Governments.

Mr. McDermott reminded Officer Doll that the light at Colonial Lane and Hartford Turnpike was due to be installed by June.

Officer Doll explained that he will be meeting on Wednesday and

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Thursday down in New Haven on this issue. Usually the light will be installed within one month from the meeting.

Mr. McDermott questioned the nature of the Capital and Non-Recurring Fund and how it came to be. Would this be the fund in which dollars would be allocated for the purpose of renovating Community Pool, Community Lake, Simpson School, the School Building Project, etc.?

Mr. Myers explained that the fund was created back in the 1960's for the purpose of funding road improvements each year.

Mr. McDermott pointed out that the account would then be entitled, "Capital Improvements" which it is not.

Mr. Myers added, we could include in the Capital and Non-Recurring Fund items such as Community Pool, Community Lake, any other capital projects that the Town wanted to undertake and plan for. In planning for those projects we would also have to plan to transfer funds into Capital and Non-Recurring to pay off the debt on bond issues. Presently, what is going into Capital & Non-Recurring as a revenue source would not sustain a bonding program much greater than what is presented here, tonight, on an annual basis. The Town does have the alternative of putting other items in here as long as funding is accomplished for those items.

Mr. McDermott has repeatedly stated that he would like the Town to establish a five or ten year plan for capital projects. He likened the Town to a Hollywood movie set, shiny and pleasant looking on the exterior but if you look behind the scenes you will find they are false images. We are taking care of the outward appearance of the Town while our roofs are leaking and buildings are deteriorating. We have a Aa credit rating, surplus every year, the Town looks great to all the creditors and everyone has a sense of good feeling and pride, rightfully so, but there are a lot of things that need to be addressed. This is the place to start addressing these things, the Capital and Non-Recurring Fund.

Mr. Killen stated, for the record the Capital and Non-Recurring Fund was established to pay cash for our schools whenever possible. It was intended to accomplish every major piece of work that needed to be done as well as pieces of equipment for the Fire Department and Public Works. Our low credit rating is not doing us any good with an ordinance on the books that we don't use.

Mayor Dickinson responded that one of the reasons that major projects have not appeared in the Capital and Non-Recurring Fund is because it has been restricted to \$800,000 to \$1 million. Most of the other projects have a much heavier cost. Community Pool is estimated at \$1.6 million and other projects are estimated at multi-million dollar costs.

Mr. Doherty asked the Mayor if he would be agreeable to amending the Capital budget with funds that come in from the State that we did not anticipate, i.e., Pequot Funds and taxes in lieu of Gaylord Payment which may reach as much as \$500,000. The majority of this

Council feels very strongly that the Yalesville School roof should be repaired at a cost of \$160,000 to \$170,000; the Simpson School roof should be repaired at a cost of \$100,000; the fire truck should be purchased with the existing \$100,000 in the budget with an additional \$150,000 from the State money. He asked the Mayor if he would be agreeable to adding on approximately \$400,000 of the State money to the Capital and Non-Recurring Fund, amend the ordinance and use the funds for those particular purposes listed above?

Mayor Dickinson stated that he can discuss it. The figure expected from the State is actually only \$250,000., not \$500,000. It is not necessary to amend the Capital and Non-Recurring Fund with the State funds. If it is the will of the Council to spend all of the money received from the State then the funds can be appropriated when received.

Motion was made by Mr. McDermott to Continue This Public Hearing Until the Next Town Council Meeting, June 22, 1993 at 7:45 P.M., seconded by Mr. Killen.

VOTE: Parisi, no; all others, aye; motion duly carried.

ITEMS 8 & 9 Motion was made by Mr. Doherty to Move Agenda Items 8 & 9 Up to the Next Order of Business, seconded by Mr. Holmes.

VOTE: All ayes; motion duly carried.

ITEM #8 Consider and Approve the Sale of Land by CYTEC of Wallingford to the Town for a Fee of \$1.00 in Order to Provide an Alternate Access Route, to be Developed by the Town, to St. Casimirs Cemetery - Mayor's Office

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Mr. McDermott stated that he appreciates what is being done by CYTEC for the Town for a nominal fee of \$1.00. They have been a good neighbor with the Town in that instance to be able to show support of the Town. He was appointed to a State committee, Operation Lifesaver, that addresses the needs of railroad crossing safety. Part of what the committee wants to accomplish is close down some of the crossings. To close this private crossing would be a good step forward. He feels that we are making progress in addressing the need for railroad crossing safety and should continue to do so.

Mr. Parisi thanked CYTEC for being a good neighbor to the Town. Not only have they answered the call for safety by providing alternate land for the crossing but they also have enhanced South Colony St. with their beautification project. We are fortunate to have a fine facility as CYTEC in our community.

Mr. Zandri asked, what costs will be involved on the part of the Town with the development of the 1,000 foot roadway?

Mayor Dickinson asked Robert Leitzman, Representative of CYTEC to speak.

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Mr. Leitzman thanked the Council for their compliments and stated that the effort was not made in the interest of publicity or anything else. There are very concerned people at the plant, as is at this meeting and this action is a result of suggestions to Mr. Leitzman acted upon. It is strictly a response to a very tragic circumstance that needed some action. Mr. Robert Oakes of CYTEC was very instrumental in bringing this to fruition.

Mr. Zandri asked his question again.

Mr. Henry McCully, Director of Public Works responded that it will cost approximately \$4,500 to move 1,000' of fence west 50' on the CYTEC property. Public Works will clear trees in the way of moving the fence and construct a road. The base of the road will consist of milled asphalt donated from Tilcon Tomasso currently working on Route 15. It will be a gravel road to the cemetery until July when the chip seal process begins in Town. At that time the gravel road will receive a chip seal surface to finish the project. Tilcon will truck the asphalt to the site.

Mr. Zandri had a problem with this entire issue. He has been dealing with another situation in Town where we have taxpayers trying to get 50' of road put in and the Town has spent in excess of more than what it would have cost to put the asphalt in to fight these taxpayers in court. We have a situation here where it is a church, which is a non-taxpayer, and the Town has taken on the responsibility of going through all of this to accommodate them with a road and taken on all associated expenses. It is a good cause but he, personally, has a problem with this. The tragedy occurred on a private road and it is not the Town's responsibility to resolve the problem. We should definitely be involved in negotiations on the issue but should not be producing taxpayers dollars for private issues.

Mayor Dickinson responded that the opening of this new road will not necessarily close Doolittle Crossing. The best way for it to be closed is to apply to the D.O.T. and ask that under State Statute that they close the private crossing. They are the only ones with the authority to do so. The whole purpose of this is to see that the private crossing is closed and no longer available to vehicular traffic. The Town does not have the authority to close the crossing. We will work with the State to effect that as a final result.

Mr. Zandri asked who will be maintaining the road once it is established?

Mr. McCully responded, Public Works.

Mr. Zandri asked, this will become a Town road?

Mr. McCully answered, we would have to maintain it, it is being donated to the Town.

Mr. Holmes felt that the Town has to do what it can to avert the type of tragedies such as the one that occurred. He appreciated Mr. Zandri's point of view on the private aspect of it but it does become a public piece of property. With other private and public property cases, public safety has never been the issue, at least not to this magnitude. He thanked CYTEC for the donation of the land.

Mr. Zandri reminded Mr. Holmes that this is a private cemetery. We have taxpayers in this Town that are trying to get a road paved or improved that are on our books as roads and cannot get it done. That is his concern and objection.

Mr. Holmes responded that we have residents that want us to buy out an entire subdivision also. It becomes a judgement call of the people involved at the time.

Edward Musso, 56 Dibble Edge Road stated that everyone was complimenting CYTEC on their good deed but when the air is a little thicker with emissions from their plant they are in the dog house. No matter what goes on CYTEC is no good. He agreed it is a noble gesture, one of many performed as a good neighbor to the Town. They stand on their head to work with Wallingford. They are doing a great job but are not appreciated by the Town.

Mr. Killen asked if there will be markings in place to exhibit where the Town road ends and the private road begins?

Mr. McCully responded, yes, the curb has to be cut out and reflectors will be installed to designate the area.

Mr. Killen concerns were regarding the Town's liability in this matter.

Ron St. Clair, 69 Gopian's Trailer Park agreed with Mr. Zandri. You are opening a can of worms by putting the Town in a position by helping a private entity. He did not think the Town should be doing this. If it was a private driveway the Town would not get involved. According to the Mayor there is no guarantee that the private crossing could be closed after the road is installed. Let CYTEC sell the land to the church so that the church can maintain it. It is their problem.

Mr. McDermott assured Mr. St. Clair that the State will close the crossing. The Mayor, Officer Doll and Mr. McDermott have been working on Operation Lifesaver and the State is very much interested in closing down any crossing that it can.

Wayne McDermott, 22 Cooper St. asked, why wasn't this land donated to the church? Was there a purpose that it came to the Town? Was it so that it would be prepared as a road? His road needs repair too.

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Mayor Dickinson answered that there is a public policy determination involved here. This is not just any road. This is a road that enables the Town to close an at grade crossing on the railroad. It may be private but there is a public policy determination here that we want to close as many of the at grade crossings as possible. Officer Doll will attest to the fact that closing some of the others is an ongoing review. We have nine at grade crossings on the Amtrak line. That is an enormous number and creates a hazard to the motor vehicles. That, to him, puts this issue in a different category than dealing with a driveway to a piece of property or some of the "less hazardous related improvements" to local or private roads in Town. The church indicated that they were not able to fund or care for a highway.

Mr. Wayne McDermott emphasized that this was a private road. No other cemetery would get the same treatment. He pointed out that railroad crossings intercept farmers land on the east side of town. Is the Town going to replace those crossing sites with free pieces of property? He thought it was a nice gesture on the part of CYTEC but the land should have been donated to the church.

Ms. Papale thanked everyone for their input. She understood all views on this issue but felt that sometimes exceptions have to be made. She thanked CYTEC for their donation

VOTE: Zandri, no; all others, aye; motion duly carried.

ITEM #9 Consider and Approve a Transfer of Funds in the Amount of \$4,500 for the Removal and Installation of a Fence on Toelle's Road for a New Entrance to St. Casimir's Cemetery - Dept. of Public Works

The Transfer is for \$4,500 from General Public Works Wages Acct. #001-5030-100-1300 to Outside Contractors Acct. #001-5030-600-6500.

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Mr. Solinsky asked what the cost of a new fence would be?

Mr. McCully responded, \$10,000.

Mr. Solinsky asked if the owner of the fence would agree to leaving the fence where it is and chipping in the rest of the funds for a new fence? It would add to the security of his business if he keeps the fence where it is.

Mr. McCully did not pursue it. He will question the owner.

VOTE: Zandri, no; all others, aye; motion duly carried.

ITEM #6 Remove From the Table to Consider and Approve Authorizing the Town of Wallingford to Release Certain Easements Running to the Wallingford Water Division and Lying Within the Area of Northford Road East to Pistapaug Pond - Asst. Town Attorney

Mr. Doherty made a motion to Remove the Item From the Table, seconded by Mr. Parisi.

VOTE: All ayes; motion duly carried.

This item was tabled at the last meeting due to the fact that the Asst. Town Attorney failed to produce maps for the Council to view the exact location of the easements. The Council would not vote on the easements without viewing the particular properties in question.

Mr. Killen made a motion to append a copy of the entire packet of material (minus the maps) to the Town Council Minutes to reflect the action taken by the Council this evening. The motion was not seconded. (Since the packet contains a great deal of information this author will append a copy to the minutes filed in the Town Clerk's Office; Mayor's Office; Town Attorney's Office; Town Council Office; Comptroller's Office and Library).

Roger Dann, General Manager of the Water and Sewer Divisions explained that the new easements were placed predominantly on top of the existing easements but in some areas the existing easements would fall outside the new area. From Pistapaug Pond most of the way down the consistent 100' width of the easement was preserved. What this relates to is that in order to construct a new transmission main new easements were negotiated and ultimately received that would allow for both the installation of the main that was just put in as well as another future main. That new set of easements supersedes the former easements on those properties. We are simply releasing the prior easements and retaining the new easements.

Mr. Zandri felt that as long as it is clear on the maps as to what the new easements are and the area being surrendered at this point now, then he will be comfortable with the action.

Mr. Dann stated that the new easements were completely described by both the maps and the deed descriptions.

Mr. Edward Musso, 56 Dibble Edge Road asked if a barter or swap could have been made with the existing owners for the new easements?

Mr. Dann responded, in some cases that was done.

Atty. Farrell stated that the Town used the release of the superfluous easements as a means of bartering the price on the new easements the Town obtained.

Motion was made by Mr. Doherty to Release the Easements, seconded by Mr. Killen.

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

The Vice Chair declared a five minute recess.

ITEM #7a Discussion and Possible Action on Assigning a Charge to the Committee to Review the Establishment of a New Recreation Building and Ice Rink

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Tom Wall, Chairman and Robert Holmes III, committee member were present.

Mr. Wall stated that the committee has met three times. They have met with Town officials as well as Recreation officials. They were before the Council to ask them exactly what it is that the Council wishes the committee to do?

Mr. Myers, Comptroller, sat in on a meeting of the committee to guide them on the financial aspects of the proposed project.

Mr. Wall stated that Mr. Migliaro (chief proponent of the project) has also attended a meeting of the committee to give a mirror image of the presentation to the Council made earlier this year. He expressed the committee's concern with Mr. Migliaro's proposal which contained a lot of financial requirements which they were not sure the Town would justify supporting. The committee felt that they are in need of a charge so that they can have a sense of direction assigned to the task. They do feel that it will be necessary to hire a consultant. It is a very complex task to study the feasibility of the project.

Much discussion ensued surrounding the Council's perception of what the charge should be.

A mission statement listing many financial/managerial/operational aspects that must be researched was submitted by Committee Member Holmes which, after reviewing the Council felt comfortable with adopting as the charge to the committee. Those items are as follows:

1. Review the proposal to build a combination Recreation Center and Ice Rink Facility as presented by Chris Migliaro
2. Determine the supply and demand of an ice facility in order to project the revenue that can be used to offset design and construction of the combined complex as well as the ongoing support and maintenance of the ice facility.
3. Review and discuss the COP Bond process and determine if this instrument is appropriate for this project.
4. Identify and evaluate alternate means of project financing.
5. Identify physical site(s) which would be best suited for this type of facility.
6. Identify and evaluate alternate project developer(s).
7. Verify Recreation Center facility requirements.
8. Identify cost to develop stand alone Recreation Center facility.

9. Evaluate and determine cost if the Town of Wallingford were to take on a project of similar scope as the one provided by Mr. Migliaro.

10. Develop action plan with target dates and report status.

Mr. Myers stated that in order to make a valid comparison of the two methods:

1. Town-built ice skating rink, owned and operated by using Town staff or hired contractor

vs.

2. Private developer's proposal where the rink would be leased back to the Town and operated by the developer

it was his opinion that the ten items listed above must be researched thoroughly.

Mr. Doherty asked the Mayor, if the Council is spinning its wheels by asking the Committee to spend hours and hours researching the feasibility of this project when the Mayor has no intention of funding it due to other more impending projects?

Mayor Dickinson responded that it has been stated before that the school expansion project is the major impending project with an anticipated cost of approximately \$13 million. Community Pool and the Garden Road issue are two other major concerns of the Town. Community Pool being an existing facility in need of repair is placed as a higher priority. Garden Road involves a safety issue which warrants being placed as a higher priority than the ice rink/recreation center. He cannot see the Town moving immediately into a project involving construction of a new Recreation Center. At the point that the school project is resolved at that point the next major project should be the Recreation Center including or excluding the ice rink. That is justified as the next major capital project. An inquiry as to what is feasible and appropriate to the Town is in order at this stage.

Councilor Holmes felt that the feasibility study can determine whether or not to proceed ahead to the next step.

Mr. Zandri felt that if the feasibility study shows that this can be a self-sufficient business that can stand alone by itself then there should be no reason why the Town will not get this project off the ground. It should not interfere with any other project in Town.

Mr. Parisi was concerned with the issue of land and the fact that the Town is considering undertaking another feasibility study. The Town has a drawerful of them. When are we going to bring them forward. He was not for or against the project at this point but is as curious as everyone as to whether or not this will work.

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Mr. Wall agreed but there is a need for an expert to be able to determine the answers to all the questions.

Mr. Parisi stated, if we don't have the land nor are able to buy it then all this will be for nothing. Perhaps that should be where we start.

Mr. Wall disagreed saying that it must first be determined if an ice rink/recreation center is feasible because that will effect the parcel of land needed.

Mr. Killen commented that even if proven feasible, upfront money will be required. The Mayor is very conservative on issues such as this, therefore the funding will not be forthcoming immediately.

Mayor Dickinson responded that if the Town does not own land now and certainly any pieces we have should be analyzed as far as the cost and availability, if we don't have it then we should develop a list of other sites and potential costs, contractual obligations associated with other sites, etc., that could be of enormous significance to the issue.

Mr. Holmes III felt that the committee wishes to get a "second opinion" on Mr. Migliaro's proposal. There are only four or five companies in the United States that perform this type of study. He would like some direction from the Council on this issue.

After much discussion Mr. Doherty made a motion to Assign the Ten Items Submitted by Mr. Robert Holmes III in the Form of a Mission Statement as the Formal Charge to the Committee, seconded by Mr. Parisi.

VOTE: Doherty and Killen, no; all others, aye; motion duly carried.

ITEM #7b Consider and Approve a Waiver of Bid to Authorize Said Committee to Interview Consultants and Report Back to the Council with Cost Estimates

Motion was made by Mr. Doherty, seconded by Mr. Holmes.

Mr. Robert Pedersen stated that his department cannot help to draw up specifications for the consultant for at least two to three months.

Mr. Zandri asked if there is a problem with Purchasing that they are experiencing an overload of work?

Mr. Myers responded that it is the end of the fiscal year. All the purchase orders and bids for the beginning of the new fiscal year are in the works along with the ongoing need in developing specifications such as these to work with the committees. It is a joint effort between the Purchasing Agent and the committees. It becomes a very time consuming process.

Mr. Zandri does not like to think that projects are "bogged down" because of a problem with a particular department. He was not insinuating that the problem is caused by the department but if additional staff is needed then that needs to be recognized. The Town should not be "bogged down" due to a jam up in one department. Get the problem resolved.

Mr. Myers stated it is a timeline planning issue. Crunch periods do occur. Considerable time has been spent with the school project. The Purchasing Department is currently swamped.

Mr. Zandri felt that if a part time person is needed in the office temporarily then it has to be recognized.

The committee will work with Mr. Pedersen to develop a schedule for drawing up the specifications. The Council will be kept informed.

Item #7b was withdrawn as was the second.

ITEMS #18 & 19 Motion was made by Mr. Doherty to Move This Agenda Items Up to the Next Order of Business, seconded by Mr. Parisi.

VOTE: All ayes; motion duly carried.

ITEM #18 Discussion on the Condition of the Town Ball Fields as Requested by Councilor Geno J. Zandri, Jr.

Motion was made by Mr. Doherty to Hear Discussion, seconded by Mr. Parisi.

Mr. Zandri explained that this item was requested through him by Andy Mezzi, therefore he asked Mr. Mezzi for his comments.

Andrew Mezzi, 291 Long Hill Road thanked the Council for moving up the item. He stated that he has a thirteen year old son who is playing baseball on the local fields. He has compiled a "laundry list" (appended to minutes) of problems involving three ball fields; West Side, Doolittle and Pat Wall field. This issue is not meant to be confrontational but to bring some attention to areas of concern and perhaps with joint effort we can all benefit from this.

Some of those areas of concern are as follows:

- racial graffiti
- excess amounts of debris/bottles, can, paper under bleachers
- infields have low spots where water collects causing games to be postponed or creating a potentially dangerous situation
- pitching mounds need to be built up to specifications
- lights out or misdirected - night games are withheld because of the situation
- bushes/small trees growing through fences
- lack of portable toilet facilities

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- dug-outs are in deplorable condition
- baseball lines crooked - don't match to outfield

These are a few of the problems brought to light by Mr. Mezzi. He was just seeking some T.L.C. for the fields along with short term and long term goals for the maintenance of the fields.

Mr. Zandri asked that the Director of Public Works review this list and come back before the Council with recommendations or suggestions on this issue.

Mr. McCully, Director of Public Works responded that there are plans currently in the works to address several of the problems on the list. For instance the dug-outs are going to be replaced with wire cage-type dug-outs at Pat Wall Field. He toured all the ball fields this morning with Stan Shepardson, Director of Recreation and spoke with John Gawlick who receives complaints at the Recreation Department. He reminded everyone that there is a multitude of areas that have to be maintained by the department and they do strive to maintain a good standard. The problems will be addressed and his department will continue to maintain the fields as best they can.

Mr. Zandri asked Mr. McCully to produce a timeline for maintenance projects so that the players and public can be made aware of the scheduling and progress in this area.

Mr. McCully stated that he will follow up with a letter to Mr. Zandri on the status of the maintenance projects.

Mr. Mezzi would like to see an advisory group formed to work with Mr. McCully on the maintenance of the fields.

Carl Tufts stated that he is currently in his fifty-eighth (58) season of baseball with the twilight league. He has nothing against Public Works but there have been times that the scheduled games could have been played and were not played because Public Works determined that there will be no game. All the softball fields in Town are taken care of, but not the baseball fields. The twilight league was organized in 1928 by Mr. Lynch. It is the oldest twilight league in the State and one of the oldest in the nation. Only the Boston Park League is older. His only concerns are to look after the fields to make sure they are in good enough condition for the little league, Babe Ruth, etc. He was of the opinion that baseball fields should have priority in Town over softball fields when it comes to maintenance.

Mr. McCully explained, when it rains the fields that the Public Works Department selects to prepare for a game is West Side Field and the two fields at Pragman Park. There are fifteen (15) fields in Town. The reason is that triple headers are played every day at these two fields. On one recent occasion over eighty dollars (\$80) was spent to dry up puddles for a junior varsity game involving Lyman Hall High School. He cannot have thirty-six Public Works employees working to get fields ready for games. He has

nothing against softball or baseball. It is a tough problem. A lot of the problems have been identified and drainage work will be performed on the fields this fall. It is very difficult to keep everyone in the town happy on this issue.

ITEM #19 Discussion and Possible Action on the Status of the Boys and Girls Club

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Mr. Killen requested this item be placed on the agenda.

Carl Rodenheizer, Chairman of the Board of Directors of the Wallingford Boys and Girls Club; Phyllis Murray, Executive Director of the Club and Jay Shea, Member of the Board of Directors and Co-Chairman of the Fund Development Committee were present to report on the status of the project.

Mr. Rodenheizer stated that the Board of Directors has every intention of going through with their building campaign. Several obstacles have been encountered over the past year which have had to be addressed and the Board asks for the continued support of the Town to allow them the ability and time to address the issues. The Board still has a firm commitment from the State for \$500,000. They need to request an extension of those funds.

Lucille Vaughan, Department of Human Resources provided the following information to the Town Council Secretary:

The club was approved for \$500,000 worth of bonds by the State Bond Commission.

The next step is for the Board of the Boys and Girls Club to pass a resolution that they will enter into a grant contract with the State of Connecticut.

Once the resolution is passed the Commissioner of the Department of Human Resources will review the case and decide whether or not to release the funds.

If the Club does nothing with the appropriation and the Finance, Revenue and Bonding Committee will review the appropriation next January at a yearly meeting to review the status of projects granted authorization for bonding.

The Committee can decide to carry over the authorization for a specific amount of time or cancel or the appropriation.

The Department of Human Resources would be very interested in knowing if a problem exists with lack of funds for operational costs for the organization.

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Mr. Killen felt that the Council needs to know where the Boys Club is headed since they were originally intending to make space available to the Recreation Department at their new facility. Since the original plan/proposal a committee has been formed to study the feasibility of a new Rec Center/Ice Rink. We now have two groups heading off in different directions with somewhat similar goals.

Mr. Rodenheizer apologized for the lack of communication between the organization and Town and made a commitment this evening to keep the communication lines open and everyone informed of all progress. At this time he could not give a date as to when they will break ground but stated that a resolution was passed in late March to delay the project. It was not intended to cancel the project but to delay it to make sure that the proper capital resources were in place to build the structure and to also address the operating shortfall that exists.

Mr. Killen asked for a timetable from the committee.

Mr. Rodenheizer stated that the Board will report back sometime in July with a timetable.

No action was taken.

ITEM #11 Consider and Approve a Resolution Authorizing the Disabled Senior Citizens and Medicare Recipients of the Town to Use Free Coupons at the Landfill - Mayor's Office

Mr. Doherty made a motion of Append a Copy of the Resolution to the Minutes, seconded by Mr. Parisi.

VOTE: Duryea and Zandri were absent; all others, aye; motion duly carried.

ITEM #12 SET A PUBLIC HEARING for June 22, 1993 at 8:00 P.M. to Approve a List of Municipal Projects to be Submitted to the State Under the Neighborhood Assistance Program - Program Planner's Office

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

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

ITEM #13 Consider and Approve Amending the Guidelines of the Economic Development Incentive Program - Mayor's Office

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

In retrospect the ten percent discount on electric rates was first introduced by the initial Economic Development Commission formed. It was offered as an incentive to promote migration of businesses to Wallingford. The second Economic Development Commission met for the first time recently and reviewed this incentive. They voted to recommend that this program requirement (incentive) no longer be continued. The P.U.C. has also endorsed rescinding this program requirement.

Don Roe, Program Planner cited an instance where a building owner, American Equities Group, has a current tenant, namely the Fosdick Corporation. They presently lease 25,000 sq. ft. and are looking to expand to 106,000 sq. ft. When the tenant applied for the ten percent discount it was determined that they are, indeed, eligible. What happened, however, is that upon researching the status of the payment of property taxes, it was discovered that the owner of the property was in arrears. This is the third time that this problem has been encountered in the history of the program. The EDC therefore recommended that the two requirements no longer be tied together.

Mr. Roe explained that the owner of the building has been on a payment program for his delinquent taxes and has kept that schedule faithfully.

Mr. Zandri would feel more comfortable if an individual plan could be arranged with the owner and tenant for an accelerated payment plan and leave the incentive just as it appears in the guidelines. Each case should come before the Council to decide on a case by case basis.

Mr. Parisi felt that option was not workable. It was too cumbersome. The Council is losing the perspective on this issue. The tenant can decide to leave. Then the owner is in double jeopardy. We would not be helping anyone under those circumstances.

Raymond Smith, Director of Public Utilities did not see the case by case review by the Council as practical. It would take weeks to respond to the applicants. That is not viewed as pro-active. The task force will review the entire program to see if there warrants any fine tuning to it.

After much discussion on the issue Mr. Doherty made a motion to Move the Question, seconded by Mr. Holmes.

VOTE ON MOVING THE QUESTION: Duryea, Killen, McDermott and Zandri, no; all others, aye; motion duly carried.

Mr. Doherty made a motion that the Guidelines be amended to read that the Building Owner Need Not Be Current on Property Taxes for the Customer to Receive a Ten Percent (10%) Discount, seconded by Mr. Holmes.

The Chair declared a five minute recess.

VOTE: Duryea passed; Killen and Zandri, no; all others, aye; motion duly carried.

Motion was made by Mr. Killen to Adjourn the Meeting, seconded by Mr. Solinsky.

VOTE: Killen, Solinsky and Zandri, aye; all others, no; motion failed.

ITEM #14a Discussion and Possible Action on Approval of a Grant Application for Vo-Ag Equipment

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Mayor Dickinson stated that this action authorizes an application to be made for a grant. It is a process similar to others. The General Assembly would have to approve this as a grant in the next legislative session. This would authorize the Board of Education to apply for the Vo-Ag Grant. The list of items that they would purchase is part of the package before the Council this evening. It is a 100% reimbursable grant. You are not appropriating funds, just authorizing the Board of Education to apply for the grant before June 30, 1993.

Edward Musso, 56 Dibble Edge Road felt that New Haven will begin to own the Vo-Ag program due to State mandates restricting the amount of students accepted into the program and the Towns in which they must live.

Mayor Dickinson read the list of items to be purchased for the Vo-Ag program, i.e., a bus; fifteen computers; tissue culture set up; radial arm saw; tractor; twelve microscopes; all steam electric cleaners, etc.

Ron St. Clair, Gopian's Trailer Park was in favor of this item. He wanted the Council to put emphasis back on education in Town.

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

ITEM #14b Consider and Approve Authorizing the Board of Education to File Application for Said Grant

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

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

ITEM #15 Consider and Approve an Increase of 3% in the Retirement Benefits of Retirees and Beneficiaries of the Town of Wallingford - Personnel

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

This proposal is part of the Police and Fire Contract that states every three years it should be looked at as to whether the retirees should be given an increase. It does not say we have to, only that it should be looked at.

Tom Sharkey, Acting Personnel Director stated that we have not adhered strictly to the three year guideline.

These terms are only found in the past police and fire pension plans, not the current ones.

Mr. Zandri responded that he has taken notice of many terms and conditions of negotiating contracts for the past three terms on the Council. He feels that once a contract is negotiated it should not be revisited and conditions/terms agreed upon should remain unchanged.

Mr. Killen asked what the reconsideration should be predicated on? Should we take in consideration the cost of living or the means of

the individual to which this applies?

Mr. Sharkey responded that this is not like Social Security. We have individuals on the plan with relatively small amounts of monthly pension payments who have been retired twenty or thirty years. In that time they may have only received two increases of three percent each. This is the income group that the proposal is made on behalf of more so than anyone else.

Mr. Killen asked, how do you segregate those individuals in the plan so that they receive an increase and not the others?

Mr. Sharkey answered, we haven't. In the past, the two previous plans that were reconsidered in early 1989 and late 1984. Both times it was recommended that a three percent (3%) increase be given. The only stipulations were the same as what is before you this evening, that they had to be retired at least one year and that they are not in receipt of heart and hypertension or workers compensation benefits.

Mr. Killen did not think it was fair that the retiree at the lowest end of the scale receives three percent (3%) increase while the retiree at the highest end of the scale also receives three percent (3%) which translates to a much higher amount.

Mr. Sharkey agreed and stated that it is customary with the increases to this particular group.

Edward Musso, 56 Dibble Edge road was afraid that this would create a precedent. No one should receive more than \$200 at the most.

Mr. Killen asked Mr. Sharkey to list the extremes on the scale of retiree benefits.

Mr. Sharkey stated that some who have retired more than twenty (20) years ago receive approximately \$42 per month. At the other end of the scale some receive approximately \$4,000 per month. The people at the lower end of the scale are on Social Security.

Mr. Killen was reluctant to say no to those individuals at the lowest end of the scale, yet was very reluctant to say yes to the individuals at the highest end of the scale.

Mr. Parisi felt that some people deserve more consideration than others. It is a tough situation. There is a large discrepancy between the \$42/mo. pension and the \$4,000/mo. pension.

Mayor Dickinson stated that there are different circumstances surrounding each case that we may not be aware of.

Mr. Killen could not see why the Town has to aid those retirees who are receiving a total of \$48,000 per year pension benefits. He could understand having to aid those retirees who received \$42/mo. tremendously.

Mr. Parisi asked Mr. Sharkey for a more "in depth" picture of this

issue. There is very little supporting documentation in the packets for the Council to review.

Mr. Sharkey explained that there are many mitigating factors that warrant a \$42/mo. pension payment. The retiree could have worked a very short time for the Town or worked in a position similar to the cafeteria or paraprofessionals where their base yearly income was not that large to begin with.

Mayor Dickinson stated, if we pick and choose we leave ourselves open to greater claims of not being fair. If it is across the board then whatever the person is entitled to under the plan then that is the standard. We do have to regularly visit the plan and provide increases since the plans, in general, do not.

Mr. Parisi did not feel it, the raise proposal, does not seem fair. In times like this I don't see the need for someone who is paid close to \$50,000/year to be entitled to a raise in their pension. There are many people who are trying to live on a pension of \$10,000 to \$12,000 per year. How can we apply this in a fair way? He did not want to give to the retiree who has too much at the expense of the one that does not have enough.

Mayor Dickinson stated that by giving to one does not take away from another.

Ms. Papale felt that the across the board percentage is the fairest.

VOTE: Doherty, McDermott and Papale, aye; all others, no; motion failed.

ITEM #16 Consider and Approve a Waiver of Bid for the Water and Sewer Division to Contract with MDC for Sludge Removal for F.Y. 1993-94 requested by the Water and Sewer Division

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Mr. Killen asked if this company will every be ready to perform their duties? What is the hang up?

Roger Dann, General Manager responded that he believes that they ultimately have to perform because this facility was built primarily for their own sludge disposal purposes. It is in their best interest to complete the project. They have had an inordinate amount of difficulty getting the facility up and operating. They have invested a tremendous amount of time, money and effort to get this back on line and are proceeding cautiously in doing so.

VOTE: Zandri, no; all others, aye; motion duly carried.

ITEM #17 Consider and Approve the Bid Waiver List for F.Y. 1993-94 - Comptroller's Office

It is a standard practice to approve the bid waiver list each year

prior to the start of the new fiscal year. The list has been reduced by more than fifty percent (50%) from the past.

Robert Pedersen, Purchasing Agent explained that the Purchasing Advisory Committee continues to meet regularly and emphasizes interdepartmental communication in the effort to improve our efficiency and cost-effectiveness. One example of that is the multi-year bid packets that can be utilized by many departments. Another by-product of the meetings is the one on one communication regarding the review of a contractor's past performance. These are just a few of the positive aspects of the communication effort of the meetings. The requests from different departments were reduced considerably more so than the overall list itself. Some departments found that during the past year they had identified services that they would like to have a bid waiver for.

The procurement of professional services procedure has been developed and reviewed and is currently being implemented. It is substantially complete but in need of some fine tuning at the moment. The bid limit study was completed and forwarded to the Town Council with a recommendation of an increase. In addition to these mentioned, the Purchasing Department will be implementing a purchasing calendar to better plan purchases during the course of the year. The consolidation of like items for bidding will be instituted. An increase use of telephone solicitation to expedite purchases of an immediate nature will be utilized as well.

Mr. Parisi asked if we had a petty cash system at all? He had a vendor inquire.

Mr. Pedersen responded that the Purchasing Department does have a petty cash system.

Mr. Parisi asked, if someone was purchasing a \$.98 item, yes they would be charged items.

Rob Ronstrom, Internal Auditor, responded that if someone were to purchase an item out of their pocket and have the receipt and it is a legitimate expense for the Town then that individual will be reimbursed out of the petty cash fund if it is under \$25.00.

Mr. Killen asked if the waiver is granted on a yearly accumulated total of \$2,000 or for each purchase exceeding \$2,000?

Mr. Pedersen responded that he would have to look at each item individually. This waiver does not prevent a department from going out to bid on an item at any time.

Mr. Killen felt that many items that should be placed out to bid are finding their way onto the bid list. He questioned a vendor on the bidding list who provides the service of disposing PCBs.

Mayor Dickinson explained that that particular vendor has been on the bidding list for quite some time. Given the potential liabilities and the good experience they have had with transportation and dis-

- 28 - June 8, 1993

posal it is not worth it to them to expose themselves to the risk of having someone else provide the service and have a problem develop.

Mr. Killen's argument is that we have no way of knowing whether or not someone else can provide the same, if not better service at a lower price if we don't bid the job.

Mayor Dickinson pointed out that there are not a large number of firms providing this type of service. This situation is unique.

Mr. Killen asked what legal services were required by the Board of Education that they have two law firms on the bid list?

Mayor Dickinson responded that the firms deal with personnel work contract negotiations.

Mr. Killen asked, why two law firms?

Mr. Pedersen stated it is outside legal services that are needed beyond what is available to us.

Mayor Dickinson stated that one firm deals with teacher negotiations itself, the other firm advises with regards to personnel matters in general.

Rob Ronstrom stated that, at times, other expert legal services are required which are not included in the charge of your regular attorney. He may require an expert of an investigatory sense for an arbitration hearing. *You will be billed separately for them.

Mr. Killen asked if they receive approval from the Department of Law?

Attorney Small stated, not to the best of her knowledge.

Mr. Killen stated that the Charter clearly states that the Town can go to outside legal counsel for special matters but not without the consent of the Department of Law.

Ms. Papale thanked the the Purchasing Advisory Committee for their long arduous process of fine tuning the list.

VOTE: Holmes, Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #20a Remove From the Table to Consider and Approve Retaining the Former Yalesville Fire House for Use as Studio Space for WPL-TV

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Solinsky, no; all others, aye; motion duly carried.

Mr. Zandri asked what the status was of the Mayor's position on the renovation of the Carriage House for the station?

Mayor Dickinson responded that he has spoken with Don Roe, Program Planner, and have come to the conclusion that if just the bottom floor were used then it would reduce the estimated cost of renovating the entire structure. There is no plan to not retain the building, it is historic. Given what the consultants found, it is feasible.

Mr. Zandri asked, if the cost was \$175,000 for the work, would you go for it Mayor?

Mayor Dickinson responded, it becomes, in part, a question of where the money comes from. In an effort to get along with everyone I will make concessions on it. I do not regard it as a high priority for expenditure.

Mr. Zandri explained that \$150,000 was budgeted in this year's budget.

Mayor Dickinson responded, that is correct but we also have Yalesville Roof to repair. It will be a question of whether or not there is sufficient funds over and above the cost of the roof repairs to handle the cost of creating studio space. He could not see delaying the repair of the roof for the sake of a third studio in town.

Mr. Zandri responded that the dollars set aside in the budget last year were specifically set aside and designated for the studio space, not for a roof.

Mayor Dickinson agreed and felt that the majority of the Council would not go along with creating studio space when a roof needs repairing. That appropriation would have to be changed.

Mr. Zandri stated that he would be of the same opinion if there were only \$150,000 left in the budget and no other dollars available. If we look hard enough we can find \$150,000 in the budget to repair the roof.

Mayor Dickinson answered that we are expecting additional funds from the State and when that amount becomes clear then the studio space may be a possibility. We have other projects as well. What is the priority list? The roof at Yalesville has a higher priority than the studio.

The Council agreed, during its last budget session, to set aside \$150,000 specifically for the purpose of creating studio space for the station. The majority of the Council, therefore, felt that this was a priority on their list. The only obstacle has been location. Two locations were identified, the former Yalesville Firehouse and the Carriage House. The Carriage House seemed to be the best choice due to the fact that it is located in close proximity to the Town Hall. It may cost a few dollars more but if it can be agreed upon that the Carriage House will be the location of the studio then the former fire house can be placed up for sale and the proceeds from the sale of the property can be used to offset the cost of the studio.

Mayor Dickinson felt that a ceiling has to be placed on the cost of renovating the first floor of the Carriage House. He was not in

- 30 - June 8, 1993

favor of renovating more than the first floor. If the work can be performed within the price range of \$150,000 than he will commit to that. If it will cost \$200,000 or more than he will not. He could not totally commit to something without proper plans and costs before him.

Mr. Parisi suggested selling the fire house and taking additional dollars from the proceeds to add to the figure of \$148,000 currently set aside for the studio for a total cost of renovations not to exceed \$175,000.

Mayor Dickinson reminded everyone that the sale of the fire house can take time.

Mr. Parisi reiterated that the Town advance \$30,000 to the project for it is a given that the fire house will sell for much more than that amount.

Mayor Dickinson reiterated that the sale of the property could take time and also reminded the Council that the proceeds from the sale of the fire house was once designated to offset the cost of the new Yalesville Fire House. Even though we are years removed from the construction, that was the original plan.

Ms. Papale stated that the Council is seeking a commitment from the Mayor. They will not vote to put the former Yalesville Fire House up for sale unless there is a commitment from him that the studio can move into the first floor of the Carriage House. She felt that the station offers the public a first hand view of how their government is operating and recognizes that as a very valuable service to the community. There has to be a reasonable amount set aside for the work.

Mayor Dickinson tried to impress upon the Council that the public can view the programs without an additional studio.

Ms. Papale asked what the Mayor felt was a fair price for renovating the space?

Mr. Doherty stated the Council should be limited to the \$148,500 set aside in the budget for the expenditure.

Ms. Papale argued that the funds were set aside some time ago and the price of construction and materials have gone up. We will also have proceeds from the sale of the fire house to use.

Mayor Dickinson reminded everyone of the obligation to fix the school roof.

Mr. Doherty stated that the Pequot Funds will take care of Yalesville School roof.

Mr. Parisi felt that the project should go forward and if we run out of money let it sit there.

Mayor Dickinson's last offer was \$160,000 for the studio space renovations.

Mr. Killen asked Mr. Myers to check the budget that was just adopted by the Council for in it were figures used by Mr. Myers that were anticipated as surplus funds in the 1992-93 budget we are currently in. He asked Mr. Myers to review those figures once again and see how much larger that figure is, in other words how much more of a surplus we really have?

Mr. Myers stated that he performed that exercise right before the budget was adopted. At that time he did not witness any large variation in the figures on the revenue side.

Mr. Killen asked him to look again because of the fact that the monthly statements just released from the Finance Department show otherwise.

Mr. Myers reminded the Council that there exists a \$350,000 Contingency Fund.

Mr. Doherty amended the motion to Retain the Carriage House for Use as Studio Space for WPL-TV with a Price Tag Set at \$160,000, seconded by Mr. Parisi.

Tony Vechitto, New Place Street was quite upset with the fact that this is a public meeting and the Council has clearly decided the outcome of this situation prior to receiving any comments from the public. He felt that the stage/theatre had a tremendous amount of educational value as well. He was going to plead with the Town to let his Second Stage group continue to use the former fire house but as he heard several members of the Council state that "we are all decided" it is obvious that it will not do any good. He was terribly disappointed that the decision was made by the Council premature to any public input.

Mr. Killen pointed out that the item was tabled from a previous meeting and presented before the public two weeks earlier. It has been a topic of discussion for at least the past year.

Mayor Dickinson felt that there is room to continue the Second Stage program of the Recreation Dept. As a cost effective measure it is hard to maintain the former fire house specifically for Second Stage. Consolidation of services and facilities must occur if we are to keep any kind of control over the cost of government. He defended the public input aspect of the meeting by stating that until a formal vote is taken by the Council they have not come to a decision. If a Councilor makes the statement "we have decided" he is not speaking on behalf of the entire Council. The Council has not decided until the vote has formally been taken.

Mr. Vechitto apologized.

Mr. Ron St. Clair, 69 Gopian's Trailer Park suggested that the Town just advertise for a contractor that can perform the renovations for \$160,000.

Mr. Edward Musso, 56 Dibble Edge Road stated that it would cost the Town a lot less if they made a second floor to the Council Chambers and put the station there.

VOTE: Holmes and Solinsky were absent; Killen, no; all others, aye; motion duly carried.

Mr. Zandri suggested having the Committee to Study the Relocation of WPL-TV come before the Council at its next meeting.

Mayor Dickinson suggested having Engineering and Public Works, with the advice of Scott Hanley, Media Specialist and Manager of WPL-TV work on this project together.

ITEM #20b Remove From the Table to Consider and Approve the Sale of Town Property Known as the Former Yalesville Fire House

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Holmes and Solinsky were absent; Duryea, Killen and McDermott, no; all others, aye; motion failed.

ITEM #21 Consider and Approve a Transfer of Funds from the Capital and Non-Recurring Expenditures Fund in the Amount of \$175,000 from Bond Issue - New, and \$78,750 from Bond Interest - New Issue Transferring \$50,000 to 1989-90 Capital Improvements and \$203,750 to 1990-91 Capital Improvements Accounts - Comptroller

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Mr. Myers explained that when the current year's budget was prepared he provided funds in the Capital and Non-Recurring Account to issue new bonds. That bond issue did not come to pass for several reasons. He would like to take those funds that would have paid principle and interest on a new bond and use them to reduce the Town's indebtedness.

VOTE: Holmes, McDermott and Solinsky were absent; Zandri, no; all others, aye; motion duly carried.

ITEM #22 Consider and Approve a Transfer of Funds in the Amount of \$75,000 from Principle Retirements Acct. #001-8010-800-8500 and \$33,750 from Interest on Debt Acct. #001-8010-800-8510 to School Handicapped - Self - Financed Acct. #001-8010-800-8581 - Comptroller

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Holmes and Solinsky were absent; all others, aye; motion duly carried.

Motion was made by Mr. Doherty to Adjourn the Meeting, seconded by Mr. Killen.

VOTE: Holmes, Parisi and Solinsky were absent; all others, aye;
motion duly carried:

There being no further business the meeting adjourned at 1:50 A.M.

Meeting recorded and transcribed by:

Kathryn F. Milano

Kathryn F. Milano
Town Council Secretary

Approved by:

Iris F. Papale

Iris F. Papale, Chairperson

July 13, 1993

Date

Kathryn J. Wall

Kathryn J. Wall, Town Clerk

July 13, 1993

Date

JUN 04 '93 12:23 WALLINGFORD P.D.

Appendix I

P.2/1

*SS. Peter and Paul Church
139 North Orchard Street
Wallingford, CT 06492*

RULE V

June 3, 1993

Police Department
Town of Wallingford
135 North Main Street
Wallingford, CT 06492

Attn: Officer Richard A. Doll
Traffic Maintenance

Dear Officer Doll:

On June 13, 1993, SS. Peter and Paul parish, in conjunction with other Catholic Parishes in Wallingford, are planning on conducting a traditional Catholic Eucharistic Procession, commemorating the feast of Corpus Christi. This is a rich and meaningful Catholic tradition. Congregations from the individual parishes will be attending this ceremony. Following is the route the procession will take:

4:30 PM-Begins SS. Peter and Paul Church, 139 No. Orchard St., with a prayer service.
1st. Station Proceeds to Church St., with a brief prayer service at the residence of: Eugene P. Cyr, 82 Church St.
2nd. Station Proceeds to William St., with a brief prayer service at the residence of: Janet M. Augustine, 80 William St.
3rd. Station Proceeds to Lee Avenue, with a brief prayer service at the residence of: Kristan Family, 115 William St.
5:30 PM Procession will return to SS. Peter & Paul for a brief ceremony.

We anticipate between 300 - 500 participants. We are appointing lay people who will act as Marshalls to assist in coordinating the procession.

Please inform me of any permits, etc. we will need so as to conduct our procession with as little confusion to the general public as possible. You can contact me at 269-4617.

Sincerely yours,

Louis P. Sill

Louis P. Sill
Deacon

LPS/bb

**RESOLUTION AUTHORIZING DISABLED RESIDENTS OVER 65 YEARS OF AGE
AND MEDICARE RECIPIENTS TO USE FREE RESIDENT DISPOSAL PROGRAM
COUPONS**

RESOLVED that, notwithstanding the provisions of a resolution concerning a fee schedule for the Town of Wallingford governing permit and other fees imposed for the disposal of solid waste which was adopted on March 9, 1993, any resident who (a) is over sixty-five (65) years of age or (b) has been issued a Medicare eligibility card, and who is disabled and unable to personally deliver waste to the landfill, may have another person deliver such resident's household waste to the landfill using free coupons issued to the resident, provided that the resident and the person delivering the waste comply with the rules and regulations established by the Town of Wallingford Director of Public Works.



Town of Wallingford, Connecticut

TOWN ATTORNEY
JANIS M. SMALL

ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL

CORPORATION COUNSEL
ADAM MANTZARIS

DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2140
FAX (203) 294-2073

June 2, 1993

William W. Dickinson, Jr., Mayor
Town of Wallingford
45 South Main Street
Wallingford, CT 06492

Dear Mayor Dickinson:

At the Council meeting of May 25, 1993, the Council tabled item #16 which was a request to consider and approve authorizing the Town of Wallingford to release certain easements running to the Wallingford Water Division and lying within the area of Northford Road east to Pistapaug Pond. This matter was tabled so the Council could receive copies of maps and documentation regarding this matter.

Following, therefore, find the following information for your reference:

1. Copies of the old easements for which partial releases are requested;
2. Copies of the proposed Partial Releases of Easements;
3. Copies of the recently obtained Utility Easements; and
4. Copies of the maps concerning the various properties.

Please have this matter removed from the table for discussion at the Council's meeting of June 8, 1993. Thank you.

Sincerely,

Gerald E. Farrell
Gerald E. Farrell
Assistant Town Attorney

GEF:da

Enclosures

Deed from Charles F. Bartholomew to The Borough of Wallingford,
June 14, 1883

To all people to whom these presents shall come, Greeting: Know ye that I, Charles F. Bartholomew of the Town of Wallingford, County of New Haven and State of Connecticut, for the consideration of dollars and other valuable considerations received to my full satisfaction of the Borough of Wallingford, a municipal corporation organized under the laws of Connecticut and located in said Town, County and State, do give, grant, bargain, sell and confirm unto the said Borough of Wallingford, its successors and assigns forever the right to locate, construct and maintain a water main of such character and size as it shall deem practicable, through my certain premises situated in the easterly part of said town of Wallingford and bounded north by land of James D. Bartholomew in part, and in part by Highway; east by land of Roderick Harrison; south by land of said Harrison in part, and in part by land of heirs of Thelus Todd, deceased and west by Highway or howsoever otherwise bounded as shall of record appear - Commencing at a point on the northerly boundary of said premises, and running thence thirteen hundred and ninety four. (1394) feet, more or less, south easterly to the Highway. For the purposes of conveying water through the same for the uses of said Borough and Town; and said Borough may, at all times, by its authorized agents, enter upon said premises and make use of the soil or ground therein contained by digging and otherwise, so far as the same shall be necessary or convenient for the proper construction, repair or renewal of such water main; it being understood and hereby stipulated that all damage to said Grantor heretofore arising from any cause connected with or growing out of the construction of Water Works by said Borough is paid and discharged by the consideration hereinbefore named and that if hereafter, from the date hereof, any damage to crops or fences on said land shall be caused by said Borough, its agents or assigns, then said Borough shall, to that extent, make suitable compensation.

to said Bartholomew, his heirs or assigns, and it being further understood that the course of said Main through said premises shall be and forever remain, so far as any thing in this instrument authorizing its location is concerned, the same as at the present time, unless some slight deviation therefrom shall be deemed necessary or important by said Borough, in which event such deviation may be made.

...in which event such deviation may be made.

To have and to hold the above granted and bargained rights and privileges, with the appurtenances thereof unto it the said Borough, its successors and assigns forever to its and their proper use and behoof. And also I, the said Grantor, do for myself, my heirs, executors and administrators covenant with the said Borough its successors and assigns that at and until the ensealing of these presents I am well seized of the premises as a good indefeasible estate in fee simple and have good right to bargain and sell the same in manner and form, as is above written, and that the same is free from all incumbrances whatsoever,

And furthermore I the said grantor do by these presents bind myself and my heirs forever to Warrant and defend the above granted and bargained privileges to the said The Borough of Wallingford, its successors and assigns against all claims and demands whatsoever.

And finally I do hereby remise...

Partial transcription of a deed from Charles F. Bartholomew to the Borough of Wallingford, June 14, 1883 at Volume 70, page 506-508

...and finally I hereby do remise, release and forever quitclaim unto the said Borough its successors and assigns forever the right to direct the Water in the stream flowing through said premises from the present course through said main for the uses of said Borough its successors or assigns reserving however a sufficient flow of water in said stream for the purposes of watering at all times, the live stock of said Releaser or the owner or occupant of said premises, when said stock is being depastured or otherwise kept on said premises, also all the right title and interest whatsoever which I have in or to Pistapaugh Pond located in said Wallingford in part and near said premises, as to the use and control of the waters therein on which flow therefrom excepting and reserving, however, the right to water live stock when the same is being depastured or kept upon land owned or occupied by said releasor adjacent to said Pond.

right
to
Pistapaugh
Borough

To Have and to Hold the above released right and privileges unto the said Borough its successors and assigns forever so that neither the Releaser nor his heirs nor any other person under him or them shall hereafter have any claim or right in and to the premises or to any part thereof which shall interfere with or impair the rights and privileges hereinbefore granted.

(Transcript by V.M. Mascia 2/20/92)

John Sartain, Clerk of the said City and

County, and also Clerk of the Supreme and County Court
of said City and County, do hereby certify, that the said
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eastward to the highway. For the purpose of carrying water through the same for the uses of said Borough and town, and said Borough may at all times, by its authorized agents enter upon said premises and make use of the soil or ground therein contained by digging and otherwise, so far as the same shall be necessary or convenient for the proper construction, repair or renewal of such water main it being understood and hereby stipulated that all damages to said grantor hereof arising from any cause connected with or growing out of the construction of water works by said Borough is paid and discharged by the consideration hereinbefore named, and that if hereafter from this date hereof any damage to crops or fences, or said land shall be caused by said Borough its agents or assigns, then said Borough shall to that extent make suitable compensation to said Grantor or his heirs or assigns, and it being further understood that the course of said main through the said premises shall be and forever remain so far as any thing in this instrument authorizing its location is concerned the same as at the present time, unless some slight deviation therefrom shall be deemed necessary or important by said Borough, in which event such deviation may be made.

Both have to hold the above granted and bargained rights and privileges, with the appurtenances thereof unto the said Borough its successors and assigns forever to its and their proper use and behoof, and also of the said Grantor do for myself, my heirs, executors and administrators Covenant unto the said Borough its successors and assigns that at and until the inscaling of these presents I and my heirs shall be seized of the premises as a good indefeasible Estate in fee simple and have good right to bargain and sell the same in manner and form, as is above written, and that the same is free from all incumbrances whatsoever.

And I furthermore of the said grantor do by these presents bind myself and my heirs forever to warrant and defend the above granted and bargained privileges to the said the Borough of Wallingford, its successors and assigns against all claims and demands whatsoever.

And finally I hereby do remise release and free quit claim unto the said Borough its successors and assigns forever the right to direct the water in the stream
(over.)

flowing through said premises from the present course through said main for the use of said Borough its successors or assigns receiving thereon a sufficient flow of water in said stream for the purpose of making at all times, the live stock of said Releasee or the owner or occupants of said premises, when said stock is being depastured or otherwise kept on said premises, also all the rights title and interest whatsoever which I have in or to Puttapaugh Pond located in said Mallinford, in part and near said premises, or to this use and control of the water therein on which flow therefrom, supplying and receiving, however, the right to make said stock when the same is being depastured or kept upon land owned or occupied by said Releasee adjacent to said Pond.

To Have and to Hold the above released right and privileges unto the said Borough its successors and assigns forever so that neither the Releasee nor his heirs nor any other person under him or them shall hereafter have any claim or right in and to the premises or to any part thereof which shall interfere with or impair the rights and privileges hereunto granted.

On Witness Whereof I have hereunto set my hand and seal this twenty day of June A.D. 1883,

signed sealed & delivered

in presence of
S. McQuibban

C. F. Bartholomew 

Jacob

State of Connecticut

New Haven County ss Mallinford June 13th 1883

Personally appeared Charles F. Bartholomew Justice & Sealer of the foregoing instrument and acknowledged the same to his face act and deed before me.

Scrutt M. Hubbard

Commissioner of the Superior Court
for New Haven County.

Received for Record June 14th 1883 at 9 h 3 m A.M. and
recorded by
C. Martin Jambell

No. 10711

The Borough of Wallingford from Francis T. Busse, December 12, 1883

Know ye that I, Francis T. Busse of the Town of New Haven, County of New Haven and State of Connecticut for the consideration of dollars and other valuable considerations received to my full satisfaction of the Borough of Wallingford, a municipal corporation organized under the laws of Connecticut and located in the Town of Wallingford in said county and State, do give, grant, bargain, sell and confirm unto the said Borough of Wallingford, its successors and assigns forever the right to locate, construct and maintain a water main of such character and size as it shall deem practicable, through certain premises situated in the easterly part of said Town of Wallingford and of Joel Hall, deceased, east by land of Elbert Hall, south by land of Elbert Hall in part, and in part by land of Levi Doolittle and west by land of Levi Doolittle in part and in part by highway or howsoever otherwise bounded as shall of record appear commencing at a point on the easterly side of said premises and running thence north-westerly seven hundred and three feet (703) more or less, to land of Levi Doolittle for the purposes of carrying water through the same for the uses of said Borough and Town, and said Borough may at all times, by its authorized agent enter upon said premises and make use of the soil or ground therein contained by digging and otherwise so far as it shall be necessary or convenient for the proper construction, repairs or renewal of such water main: It being understood and hereby stipulated that all damage to said Grantor heretofore arising from any cause in any way connected with or growing out of the aforesaid construction and that if hereafter from the date hereof any damage to the crops or fences on said land shall be caused by said Borough, its agents or assigns the said Borough shall to that extent make suitable compensation to said Grantor, his heirs or assigns and it being further understood that the course of said Water Main shall be and

(over)

forever remain, so far as anything in this instrument authorizing its location is concerned, the same as at the present time under some slight deviation therefore shall be deemed necessary or important by for the Borough in which event such deviation may at any time be made.

to all Rights to whom their Rights shall come-Seeing
 Now We, that I Francis J Bisco of the town of New Haven and State
 of Connecticut: For the consideration of dollar and other valuable consideration
 received to my full satisfaction of the Borough of Wallingford a Municipal
 Corporation organized under the laws of Connecticut and located in the town
 of Wallingford in said county and State. do give, grant, bargain, sell, and convey
 unto the said The Borough of Wallingford, its Successors and assigns forever the
 right to locate, construct and maintain a Water Main of such character and size,
 as it shall deem practicable through certain premises situated in the southerly part
 of said town of Wallingford and bounded and described as follows, to wit, bounded
 north by land of Mrs of Joel Wall deceased, East by land of Elbert Wall South
 by land of Elbert Wall in part and in part by land of Levi Doolittle and
 West by land of Levi Doolittle in part; and in part by highway, or highway
 otherwise bounded as shall of record appear, commencing at a point in the
 Easterly side of said premises and running thence South West by Seven
 Hundred and three (703) feet more or less, to land of said Levi Doolittle For
 the purpose of conveying water through the same for the uses of said Borough
 and town; and said Borough may at all times by its authorized Agents
 enter upon said premises, and make use of the said, or ground therein
 contained, by digging and otherwise so far as it shall be necessary or convenient
 for the purpose construction, repairs or removal of such Water Main its
 being understood and hereby stipulated that all damages to said grants
 heretofore arising from any cause in any way connected with or growing
 out of the construction of Water Mains by said Borough in part are discharged
 by the aforesaid consideration, and that if hereafter from the date hereof any
 damage to the crops or fences on said land shall be caused by said Borough
 its agents or assigns, then said Borough shall to that extent make
 suitable compensation to said grantor his heirs and assigns, and it being
 further understood that course of said Water Main shall be and forever
 remain, so far as any thing in the instrument authorizing its location
 is concerned, the same as at the present time unless to some slight deviation
 therefrom shall be deemed necessary and important by said Borough
 in which event such deviation may at any time be made

To Have and to Hold the above granted and right and privilege
 with the appurtenances thereof unto the said grantor its Successors
 and assigns forever to its and their proper use and behoof,
 and also of the said grantor, do for my self my heirs Executors
 and administrators, covenants with the said grantor its Successors

and alleges, that at and until the executing of these presents I and
Wm Dejid of the premises as a good indefeasible Estate for Seinte: We
have good right to bargain and sell the same in manner and form as
is also written; and that the same is free from all incumbrances whatsoever.

And furthermore as I the said grantor do by these presents bind
myself and my heirs forever to warrant and defend the above granted
and bargained premises to it the said grantor its Successors and assigns
against all claims and demands whatsoever.

For Witness thereof: I have hereunto set my hand and seal this
Eighth day of December A.D. 1883.

signed, sealed and delivered

in presence of

S. William Wagner

Francis J. Buse



S. M. Hubbard

New Haven County ss. New Haven December 8th A.D. 1883

Personally appeared Francis J. Buse signor and maker of the
foregoing instrument, and acknowledged the same to be his free
act and deed before me

S. William Wagner

Justice of the Peace.

Received for record December 12th 1883 at 8 1/2 30m a.m. and recorded by
S. Martin Smith Clerk.

To all People to whom these Presents shall come: Greeting;

Sheweth That: I James Brown of the County of Wallingford to wittness of
New Haven and State of Connecticut for the consideration of Four Hundred
Dollars received to my full satisfaction of The Dime Savings Bank of Wallingford
a Corporation located and doing business in the town of Wallingford, do give
grant, bargain, sell, and confirm unto the said Dime Savings Bank a
certain piece or parcel of land, with all the buildings thereon standing, situated
in the town of Wallingford and bounded North on Christian Street, East by
lands of Josephus Kershaw, South by land of heirs of Thomas O'Kelly and West
by my own land being Fifty feet wide front and rear and one hundred
fifty feet deep.

To Have and to Hold the above granted and bargained
premises, with the appurtenances thereof, unto them, the said Dime Savings
Bank, their Successors and assigns forever, to their own proper
use and behoof. And also I the said grantor do for myself
my heirs Executors and administrators covenant with the said
Dime Savings Bank, their Successors and assigns, that at and

S. William Wagner & Successors in and for S. M. Hubbard of Wallingford, Conn. County of New Haven, State of Connecticut.

Deed from James D. Bartholomew to The Borough of Wallingford,
December 21, 1883

To all people to whom these Presents shall come: Greeting, know ye that I, James D. Bartholomew of the Town of Wallingford, County of New Haven and State of Connecticut for the consideration of dollars and other valuable considerations received to my full satisfaction of the Borough of Wallingford, a municipal corporation, organized under the laws of Connecticut and located in said Town of Wallingford, and County of New Haven, do remise, release and forever quit claim unto the said Borough of Wallingford, its successors and assigns forever the right to locate, construct and maintain a line of pipes of such character and size as it shall deem practicable through my certain premises situated near to Pistepaugh Pond in the easterly part of said Town of Wallingford, and bounded north by land of Horace Austin, east by land of said Borough in part, and in part by land of Roderick Harrison, south by land of Charles F. Bartholomew, and west by said Charles F. in part, and in part by Highway which runs southerly from the Durham road past the house of Horace Austin, commencing at a point on the easterly boundary of said premises, and running thence southwesterly through said premises one thousand and twenty four (1024) feet, more or less, to land of Charles F. Bartholomew, for the purpose of conveying water through the same for the uses of said Borough and Town, and said Borough may at all times, by its authorized agents, enter upon said premises and make use of the soil or ground therein contained by digging and otherwise so far as the same shall be necessary or convenient for the proper construction, repairs or renewal of such pipe; it being understood and hereby stipulated that all damage heretofore arising from such cause, or any other growing out of the construction of Water Works by said Borough, is paid and discharged by the consideration hereinbefore named, and if any damage to crops or fences shall be caused thereby from and after the date hereof, then said Borough to that extent, shall make suitable compensation therefore to

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said Releasor, his heirs or assigns.

Also, the right to divert the water in the streams flowing through said premises from their present course, through said pipe or pipes for the uses of said Borough, reserving however, a sufficient flow of water in said streams for the purposes of watering, at all times, the live stock of said Releasor, or the Owner or occupant of said premises, when said stock is being depastured or otherwise kept on said land.

Also, all the right, title and interest whatsoever which I have in, or to said Pistepaugh Pond, or to the use or control of the waters therein or which flow therefrom, excepting and reserving, however, the right to water live stock when the same are being depastured, or kept, upon land owned or accepted by me adjacent to said Pond.

agreements therein contained, affecting said Borough its successors or assigns.

To Have and to Hold the above granted and bargained rights and privileges with the appurtenances thereof unto the said grantee its successors and assigns forever, to its and their proper use and behoof, so that neither the said grantor, nor my heirs nor any other person under me or them, shall hereafter have any claim right or title in or to the premises, or any part thereof which shall impair or interfere with said grantee's rights and privileges, but therefore I and they are by these presents forever barred and concluded.

In Witness Whereof I have hereunto set my hand and seal the twenty fifth day of January A.D. 1884

Signed Sealed & delivered
in presence of.

Ervi Dorello

William Kelley
Belostá H. Clark

State of Connecticut New Haven County }
Chester January 25th A.D. 1884 }

Personally appeared Ervi Dorello signed & sealed of the foregoing instrument and acknowledged the same to be his free act and deed.

Before me, William Kelley
Justice of the Peace.

Received for Record February 23rd 1884 at 8h 50m a.m. and recorded by
D.M. Martin Town Clerk

No one is to be bound by the provisions of this act...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

And the provisions of this act shall apply to...

It has been decided that the provisions of the act shall be
as follows: The act shall be in full force and effect from the date
of its passage and shall apply to all cases pending at that time
and to all cases thereafter brought before the court.

It is further provided that the provisions of the act shall be
construed in favor of the party claiming the benefit thereof
and that the provisions of the act shall be held to be a part
of the common law of this state.

It is further provided that the provisions of the act shall be
held to be a part of the common law of this state.

It is further provided that the provisions of the act shall be
held to be a part of the common law of this state.

It is further provided that the provisions of the act shall be
held to be a part of the common law of this state.

to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In Testimony Whereof I have hereunto set my hand and affixed the seal of the said instrument is executed and acknowledged is genuine. I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In Testimony Whereof I have hereunto set my hand and affixed the seal of the said Court and County the 27th day of November 1883.

Robert Keenan Clerk

Received for Record February 6th 1884 at 7 to 5 PM and recorded in No 74, folio 157 by

Thomas Albright Janitor

Amended

To all People to whom these Presents shall come - Greeting;
Know ye that I Levi Doolittle of the town of Cheshire in New Haven County for the consideration of dollar and other valuable considerations, received to my full satisfaction of the Borough of Wallingford, a Municipal Corporation organized under the laws of Connecticut and located in the town of Wallingford in said County do give, grant, bargain, sell, and confirm unto the said Borough its successors, and assigns forever, the right to maintain the water main hereof constructed by the Borough of Wallingford and now laid through the following described piece of land situated in said town of Wallingford to wit: The first piece is bounded North by land of Francis J. Bussey in part and in part by Highway East by land of Albert Hoall and said Bussey; West by Highway and South by land of S. F. Goble commencing at a point on the Eastern boundary of said premises and running thence Westly four hundred and twenty three feet more or less to Highway. The second piece is bounded North by land of Mrs. E. Hoall and Albert Hoall; East by land of Albert Hoall; South by land of said grantor, commencing at a point on the Eastern boundary of said described premises and running thence Westly four hundred and thirty one feet more or less North Westly to land of William E. Hoall. The third piece is bounded North by David M. Stone and William E. Hoall East by William E. Hoall and land

if a suit granted: court by land of said grantor and adjoining
 and will be by highway. Commencing, and the liability boundary of
 said lot all other premises, and running through the middle
 of the lot from one or up to land of said lot: it being understood
 that the corner of said lot is at the corner of said lot
 of land shall be one corner. So far as any thing with
 present line, which some slight deviation therefrom shall be
 deemed necessary or important by said lot owner in this
 event such deviation therefrom shall be deemed necessary or
 important by said lot owner in this event such deviation
 may be any line, be made. For the purposes of conveying
 the same hereafter for the use of said lot owner
 and said lot owner may at all times by its authorized
 agents enter upon said premises or any part thereof and make
 use of the soil or ground thereon, contained, by digging and
 otherwise, so far as the same shall be necessary or convenient for
 the proper construction, repair or removal of such structure.
 it being understood that all damages
 resulting arising from such cause or any other party not
 of the lot owner is held and discharged by the lot owner con-
 sidered, and that if hereafter from the date hereof, any damage
 shall be done to said premises or to the owner hereof, or his heirs
 or assigns by reason of locating said structure thereon, said
 premises, or in maintaining or repairing the same such damage
 shall be paid by said lot owner, his successors or assigns, and
 if the lot owner shall agree as to the amount of such damage
 then such amount shall be determined by the lot owner to be
 satisfied, and by said grantor or his owner of said premises, his
 successors. The lot owner of the premises, his successors
 or assigns, and the lot owner so satisfied shall not
 agree. This such amount shall be determined by such lot
 owner, and a final award to be made by a jury of the
 highest grade upon the application of either party, such amount
 then of such application to the other party having been paid
 as such party shall direct, and any award made
 in accordance therewith shall be final and binding
 upon the parties, and the execution of this premises and

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The Borough of Wallingford from Elbert Hall, July 18, 1885

Know ye that I, Elbert Hall of Wallingford in the County of New Haven and State of Connecticut, for the consideration of one ~~hundred~~ dollars and other valuable considerations received to my full satisfaction of the Borough of Wallingford, a municipal corporation organized by the laws of Connecticut and located in said county and State, do give, grant, bargain, sell and confirm unto the said Borough of Wallingford, its successors and assigns forever the rights to locate, construct and maintain a line of pipes of such character or size as it shall deem practicable through my certain premises situated in said Town of Wallingford and bounded on the north and south by land of said Elbert Hall, east by highway and west by land of one Boogey or howsoever otherwise described as may of record appear for the purpose of carrying water through the same for the uses of said Borough and Towns and may at all times enter upon said land so used wherein said water pipes cross the highway aforesaid and may make use of the ground or soil therein contained by digging and otherwise so far as shall be necessary or convenient for the purposes of construction, repairs or renewal of such pipes; it being understood and hereby stipulated that if any damage to crops or fences or otherwise shall be caused thereby, the said Borough shall to that extent make suitable compensation therefore to said Grantor, his heirs or assigns.

Borough of Wallingford to Elbert Hall, September 14, 1891

To all People to whom these Presents shall come - Greeting know ye that I, Elbert Hall of the Town of Wallingford, county of New Haven and State of Connecticut, for the consideration of two hundred and sixty-five dollars received to my full satisfaction of the Borough of Wallingford, a Municipal Corporation, created by an Act of the General Assembly of said State and located in said Town and County do give, grant, bargain, sell and confirm unto the said Grantee its successors and assigns forever, the right to locate, construct and maintain a line of pipes of such character and size as it or they shall deem practicable, and in addition to the line of pipes of such character and size through my two certain tracts of land situated in the easterly part of said Town of Wallingford, and founded and described as follows to wit: The first tract is bounded north and south by land of said Grantor, east by highway and west by land of George N. Cooke; the second tract is bounded north and south by land of said Grantor, east by highway, and west by land of Francis T. Busse, or howsoever otherwise said tracts, or either of them, may be bounded as shall of record appear, said line of pipes is to be at no point more than thirty (30) feet distant from the line of pipes now lying through said described premises, and is for the purpose of conveying water for the uses of said Borough and Town, and said Borough may at all times by its Authorized Agents, enter upon said described premises, or either of them, and make use of the ground or soil therein contained, by digging or otherwise, so far as shall be deemed necessary or convenient for the proper construction renewal or repairs of said pipes; it being understood and hereby stipulated that all damages which shall be done to land, fences or crops in connection with the laying or construction of the line of pipes herein authorized, is paid and discharged by the consideration above named, and

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that all damage thereafter, to crops or fences caused by entering on said premises as herein provided for the repairs or renewal of said pipes, said grantee shall make reasonable compensation for, to said grantor his heirs, or assigns, and it is understood and agreed that the rights hereby conveyed are in addition to, and in no wise in derogation of the rights heretofore granted in relation to the line of pipes now located through said described tract of land, by said Grantor by his deed dated March 31, 1885 and recorded in the land records of said Wallingford in Volume 75 at page 80.

To all People to whom these Presents shall come---GREETING:

Know Ye, That I Elbert Hall of Wallingford in the County of New Haven and State of Connecticut

For the consideration of One dollar and other valuable considerations received to my full satisfaction of The Borough of Wallingford, a municipal corporation organized by the laws of Connecticut, and located in said Town, County & State do give, grant, bargain, sell and confirm unto the said The Borough of Wallingford, its successors and assigns forever, the right to locate, construct & maintain a line of pipes of such character and size as it shall deem practicable through my certain premises situated in said town of Wallingford, and bounded on the North and South by land of said Elbert Hall, East by highway and West by land of Geo. W. Cook, second piece bounded North and South by land of said Elbert Hall East by highway and West by land of one George, or his or her heirs descended as may of record appear, for the purpose of conveying water through the same, for the use of said Borough and town, and may at any time enter upon said land as used, and may lay out and construct the highway of passage and may make use of the same for such purposes as shall be necessary, by digging and otherwise, and for the removal of such pipes or conduits for the purpose of construction, repair or any damage to crops, or persons, or animals, shall be covered thereby, the said Borough shall to that extent make suitable compensation therefor to said grantor, his heirs or assigns

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto his heirs and assigns forever, in the said grantee to his heirs and their proper use and behoof. AND ALSO, I the said grantor do for my self, my heirs, executors and administrators, covenant with the said grantee his heirs and assigns, that at, and until the opening of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above written: and that the same is free from all incumbrances whatsoever.

And furthermore, I the said grantor, do by these presents bind my self and my heirs, forever, to WARRANT and defend the above granted and bargained premises, to his heirs and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 31st day of

March A. D. 1885 Elbert Hall

Signed, sealed and delivered in presence of H. C. Bartholomew C. A. Harrison

NEW HAVEN COUNTY, ss. WALLINGFORD, March 31st 1885 Personally appeared Elbert Hall Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free Act and Deed, before me.

Chas. A. Harrison Justice of the Peace, Notary Public, Commissioner of the Superior Court for New Haven County.

Received for Record, July 18th 1885, at 5 h 0 m P.M., and recorded by me. Harry Martin, City Town Clerk.

From in case
of the
of the

Robert Allen

In witness whereof I have hereunto set hand and seal this 10th day of October 1891

and furthermore, I do hereby grant, sell, convey and assign unto the said parties, their heirs, assigns and assigns, all the right, title and interest in and to the premises, together with all the rights and appurtenances thereto in anywise by law in anywise obtainable, unto the said parties, their heirs, assigns and assigns, forever.

and assigns, that at and until the execution of this instrument, the said parties, their heirs, assigns and assigns, shall have and enjoy the same as a good and lawful tenant, and shall have good right to sue and defend the same in that behalf, and to hold the same, together with the appurtenances thereto, unto the said parties, their heirs, assigns and assigns, forever.

and their heirs, assigns and assigns, forever, and that the same shall be held by the said parties, their heirs, assigns and assigns, forever, unto the said parties, their heirs, assigns and assigns, forever.

and their heirs, assigns and assigns, forever, and that the same shall be held by the said parties, their heirs, assigns and assigns, forever, unto the said parties, their heirs, assigns and assigns, forever.

and their heirs, assigns and assigns, forever, and that the same shall be held by the said parties, their heirs, assigns and assigns, forever, unto the said parties, their heirs, assigns and assigns, forever.

and their heirs, assigns and assigns, forever, and that the same shall be held by the said parties, their heirs, assigns and assigns, forever, unto the said parties, their heirs, assigns and assigns, forever.

and their heirs, assigns and assigns, forever, and that the same shall be held by the said parties, their heirs, assigns and assigns, forever, unto the said parties, their heirs, assigns and assigns, forever.

and their heirs, assigns and assigns, forever, and that the same shall be held by the said parties, their heirs, assigns and assigns, forever, unto the said parties, their heirs, assigns and assigns, forever.

and their heirs, assigns and assigns, forever, and that the same shall be held by the said parties, their heirs, assigns and assigns, forever, unto the said parties, their heirs, assigns and assigns, forever.

and their heirs, assigns and assigns, forever, and that the same shall be held by the said parties, their heirs, assigns and assigns, forever, unto the said parties, their heirs, assigns and assigns, forever.

and their heirs, assigns and assigns, forever, and that the same shall be held by the said parties, their heirs, assigns and assigns, forever, unto the said parties, their heirs, assigns and assigns, forever.

and their heirs, assigns and assigns, forever, and that the same shall be held by the said parties, their heirs, assigns and assigns, forever, unto the said parties, their heirs, assigns and assigns, forever.

Frances J. Busse to Borough of Wallingford, September 14, 1891

For the consideration of \$30.00 received to my full satisfaction of the Borough of Wallingford, a municipal corporation, created by the act of the General Assembly of the State of Connecticut and located in the Town of Wallingford, New Haven County, do give grant, bargain, sell and confirm unto the said Grantee its successors and assigns, forever, the right to locate, construct and maintain a line of pipes of such character and size as it or they shall deem practicable, in addition to the water main heretofore authorized, through my certain tract on parcel of land situated on the easterly part of said Town of Wallingford, and bound ed and described as follows to wit: Bounded north by land of A. H. Bartholomew, east by land of Elbert Hall, south by land of Elbert Hall in part, and in part by land of George W. Cooke, and west by land of said Cooke in part and in part by highway or howsoever otherwise bounded as shall of record appear. Commencing at a point on the easterly boundry of said described premises and running thence westerly seven hundred and two feet more or less and at no point more than fifteen feet distance from the water main now located through said premises, to said land of said George W. Cooke, said line of pipes is for the purpose of conveying water for the uses of said Borough and Town, and said Borough may, by its authorized agents, at any time enter upon said premises and make use of the ground therein contained on the soil by digging or otherwise so far as may be deemed necessary or convenient for the proper construction, repairs or renewal of the line of pipes herein authorized; it being understood and hereby stipulated that all damage which shall be done to land fences or crops in connection with the laying or construction of the line of pipes hereby authorized is paid and discharged by the consideration above named and that all the damage thereafter to crops and fences caused by elective on said premises as herein provided, for the repairs

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or the renewal at said pipes, said Grantee shall make reasonable compensation to said Grantor his heirs or assigns, and it is understood that the rights hereby conveyed are in addition to and in no wise in derogation of the rights granted by said Grantor by his deed dated 8th December, 1883 and recorded in Wallingford Land Records in Volume 74, Page 43-44.

To all People to whom these Presents shall come—GREETING:

Know Ye, That Francis J. Bussie of the town of Wallingford
County of New Haven & State of Connecticut

For the consideration of Twenty Dollars
received to my full satisfaction of The Borough of Wallingford a municipal corporation
by an Act of the General Assembly of the State of Connecticut & located in the town of Wallingford
New Haven County

do give, grant, bargain, sell and confirm unto the said grantee its successors & assigns forever the right to locate
streets & maintain a line of pipes of such character & size as it or they shall deem practicable, in all
to the water main hereinafter authorized, through any certain tract or parcels of land situated in the town
of said town of Wallingford, & bounded & described as follows, to wit: bounded north by land of J. H.
Parrishman, East by land of Colbit Hall, South by land of Colbit Hall in part & in part by land of
W. Crocker, & West by land of said Crocker in part, & in part by highway or highway or otherwise
as shall appear hereinafter. Commencing at a point on the easterly boundary of said described parcel
beginning thence Northwesterly to the center of said street, & at the point where said street crosses
said street from the water main now located through said premises, to the center of said street. From the
Crocker, said line of pipes is for the purpose of conveying water in the use of said street through the
said Borough maps & other records & agents of any town or other authority & in the use of the
through easements, or the use, by digging or otherwise, so far as may be deemed necessary or convenient
for the purpose of construction, repair or removal of the line of pipes herein authorized, it being understood
hereby stipulated that all damage which shall be done to land, fence, or crop in connection with the
construction of the line of pipes hereby authorized is to be paid & discharged by the corporation above named
all damage therefore to crops or fences caused by cutting or removing any material for the
removal of such pipes, said grantee shall make reasonable compensation to each grantee his heirs & assigns
it is understood that the rights hereby conveyed are in addition to any or all other rights of the said
said grantee by his deed dated & recorded in Wallingford land records in Vol 74 at page 10

to Have and to Hold the above granted and bargained premises, with the appurtenances thereon, unto
the said grantee its successors heirs and assigns forever, to
and their proper use and behoof. AND ALSO, I the said grantor
do for my self 1891 heirs, executors and administrators, covenant with the said grantee its successors
heirs and assigns, that at, and until the ensuing of these presents, I am well seized of the premises
as a good indefeasible estate in Fee Simple, and have good right to bargain and sell the same in manner and form as is above written, and
the same is free from all incumbrances whatsoever.

And Furthermore, I the said grantor
do by these presents, bind my self and my
forever, to WARRANT and defend the above granted and bargained premises, to
its successors heirs and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this twelfth
day of September A. D. 1891
Signed, sealed and delivered in presence of
L. M. Hubbard
Chas. M. Hall

Francis J. Bussie

State of Connecticut
NEW HAVEN COUNTY, ss. WALLINGFORD, September 10 1891
Personally appeared
Francis J. Bussie
Signer and Sealer of the here

Instrument, and acknowledged the same to be his free act and deed, before me:
Ernest M. Hubbard
Notary Public
Commissioner of the Dept.
for New Haven

Received for Record Sept 14 1891, at 9 h 50 m A.M. and recorded by me.
Ernest M. Hubbard

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To all People to whom these Presents shall come-GREETINGS:

Know Ye, That I, James D. Bartholomew of the Town of Wallingford in the County of New Haven and State of Connecticut for the consideration of one hundred and fifty dollars, received to my full satisfaction of The Borough of Wallingford, a municipal corporation, created by Act of the General Assembly of said state, and located in said County and State do give, grant, bargain, sell and confirm unto the said grantee, its successors and assigns, forever, the right to locate and construct and maintain a line of pipes of such character and size as it, or they shall deem practicable, through my two certain tracts of land situate in the Easterly part of said town of Wallingford, and bounded and described as follows to wit: the first tract is bounded on North by land of Horace Austin, East by land of said grantor in part, and in part by land of said grantee, South by land of R. E. Harrison, and West by highway. The second tract is adjacent to said first described tract and is bounded West thereon, North by land of Horace Austin, Easterly by Pistipaug Pond, and land of said grantee and Southerly by land of said Borough or howsoever otherwise bounded, said tracts may be as shall of record appear. Said line of pipes is to commence on said first described tract of land on the Westerly boundary thereof running thence Easterly or North Easterly, and at no point more than fifteen feet distant from the Water Main now located through said first described tract, to land of said grantee; on said second described tract to commence on the Southerly boundary thereof, and run thence North Easterly to Pistipaug Lake in extension of the line of pipes to be laid from the Gate house on said land of said grantee to said second described tract. Said pipes are for the purpose of conveying Water for the uses of said Borough and Town of Wallingford and said Borough may at all times by its authorized agents, enter upon said described tracts or any part thereof, and make use of the ground or soil therein contained, by digging or otherwise so far as shall be necessary or convenient for the proper construction renewal or repairs of said pipes. It being understood and hereby stipulated that all damage which shall be done to land, fences, or crops, in connection with the laying or construction of said pipes, is paid and discharged by the consideration above named, and that all damages thereafter, to crops or fences, caused by en

entering on said premises as herein provided for the repair or renewal of said pipes, said grantee shall make reasonable compensation for to said grantor, his heirs or assigns, also for all purposes and uses necessary or convenient in the management and care of the Water Works supplying said Borough and town, a right of way forever, two rods wide (33 feet) through said first described tract, on the Northerly side of and contiguous to a line of stone wall now in a state of disrepair and extending in a straight line from the highway on the West to said land of said Borough on the East; said grantee to build at its pleasure and thereafter have the right to maintain such roadway as it shall see fit, along the line of said right of way or any part thereof and within said limit of two rods in width (33 feet). Said right of way is nine hundred and sixty feet in length more or less, Finally it is understood and agreed that the rights and privileges herein granted are in addition to and in no wise in derogation of the rights heretofore granted to said grantee by said grantor and others in relation to the Water Works of said Borough and especially by said grantor by his deed dated June 12, 1883 and recorded in Wallingford Land Records in Vol. 74 Pages 55 and 56 at the termines of said right of way on said highway, said Borough to maintain a private gate.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantee its successors and assigns forever, to its and their proper use and behoof.

And Also, I the said grantor do for myself, my heirs, executors and administrators, covenant with the said grantee its successors and assigns, that at, and until the ensealing of these presents, I am well seized of the premises, as a good indefeasible estate in Fee Simple, and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

And furthermore, I the said grantor do by these presents, bind myself and my heirs forever to WARRENT and defend the above granted and bargained premises, to it the said grantee its successors and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, I have herunto set my hand and seal, this tenth day of September A. D. 1891.

James D. Bartholomew

To all People to whom these Presents shall come—GREETING:

Know Ye, That I James D. Bartholomew of the County of Wallingford in the State of Connecticut

For the consideration of One hundred and fifty Dollars received to my full satisfaction of The Borough of Wallingford, it was lawfully created by Act of the General Assembly of said State, & located in said County

do give, grant, bargain, sell and confirm unto the said grantee, his executors, administrators, heirs and assigns forever, the right to locate... the said grantee, his executors, administrators, heirs and assigns forever, the right to locate... the said grantee, his executors, administrators, heirs and assigns forever, the right to locate...

To Have and to Hold the above granted and bargained premises, with the appurtenances thereon, unto the said grantee his successors heirs and assigns forever, to hold unto the said grantee his heirs and assigns forever, to hold unto the said grantee his heirs and assigns forever...

And furthermore, I the said grantor do by these presents, bind my self and assigns forever, to WARRANT and defend the above granted and bargained premises, to the said grantee his heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal, this 10th day of September, A. D. 1891. James D. Bartholomew

State of Connecticut, NEW HAVEN COUNTY, ss. WALLINGFORD, September 10 1891 Personally appeared James D. Bartholomew Signer and Sealer of the

Instrument, and acknowledged the same to be his free act and deed, before me, Leventh K. Knicker Justice of the Peace

Received for Record Sept 14 1891 at 9 h 30 m A.M. and recorded by me R. M. M. Commissioner of the State

Vertical handwritten notes in the left margin, including names like 'James D. Bartholomew' and dates.

people to whom these Presents shall come—GREETING:

We, Chas. J. George of the town of Wallingford in the New Haven & State of Connecticut

for and in behalf of One Hundred Dollars

Full satisfaction of the Borough of Wallingford a municipal Corporation

do hereby bargain, sell and confirm unto the said people, their heirs and assigns forever, the right to build, construct and maintain a line of pipes of iron or copper of any size as they shall deem practicable in addition to the water supply of the town of Wallingford... The first tract is bounded north by land of James Smith in part by highway and by land of David Smith & Isaac Thayer... The second tract is bounded north by land of William Smith & Oliver Smith... The third tract is bounded north by land of David Smith & Isaac Thayer... The fourth tract is bounded north by land of David Smith & Isaac Thayer... The fifth tract is bounded north by land of David Smith & Isaac Thayer...

do hereby give and to hold the above granted and bargained premises, with the appurtenances thereof, unto the successors of the said grantor, his heirs and assigns forever, to the use and behoof of the said grantor

AND ALSO, the said grantor, his heirs, executors and administrators, covenant with the said grantees, their heirs and assigns, that not, and until the enacting of these presents, the said premises are well seized of the premises, in fee simple, and have good right to bargain and sell the same in manner and form as is above written; and that the same be free from all incumbrances whatsoever.

Furthermore, the said grantor do hereby warrant and defend the above granted and bargained premises, to the said grantees, their heirs and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, the said grantor have hereunto set my hand and seal, this 10th day of October, A. D. 1891

Chas. J. George (Signature) Seal

George J. George (Signature) Signer and Sealer of the foregoing

and acknowledged the same to be his free act and deed, before me, Lewis H. Hubbard Justice of the Peace, Commissioner of the Superior Court for New Haven County.

Record Sept 14 1891, at 9 1/2 in A. M. and recorded by me. (Signature) Town Clerk.

1891 and recorded in the land records of Wallingford on Oct 17 1891 page 106 107 and 108

VOLUME 81, PAGE 225

Borough of Wallingford from C. F. Bartholomew, September 26, 1891

Know ye that I, Charles F. Bartholomew of the Town of Wallingford in the County of New Haven and State of Connecticut, for the consideration of seventy-five dollars received to my full satisfaction of the Borough of Wallingford, a municipal corporation created by Act of the General Assembly of the state aforesaid and located in said Town and County do give, grant, bargain, sell and confirm unto the said Grantee, its successors and assigns, forever, the right to locate, construct, and maintain a line of pipes of such character and size as it or they shall deem practicable through my certain premises situated in the easterly part of said Town of Wallingford, and bounded West by old Highway, or by land of Elbert Hall, north by old highway in part and by land of Horace Austin in part, east by highway and south by land of Marcia Todd, or whosoever otherwise founded as way of record appear. Commencing at a point on the westerly boundary of said premises, and running thence at all points within thirty (30) feet of the Water Main now located through said premises easterly or north-easterly to highway, said line of pipes are for the purpose of conveying water for the uses of said Borough and Town and said Borough may at all times by its Authorized Agents enter upon said described premises, or any part thereof and make use of the soil or ground therein contained by digging or otherwise so far as shall be necessary or convenient for the proper construction, renewal, or repairs of said pipes, it being understood and hereby stipulated that all damage which shall be done to land, fences or crops in connection with the laying or construction of the line of pipes herein authorized, is paid and discharged by the consideration above named, and that all damages thereafter to crops or fences, caused by entering on said premises, as herein

(over)

provided for the repairs or renewal of said pipes, said Grantee shall make reasonable compensation for to said Grantor, his heirs or assigns, and finally, it is agreed that the rights heretofore granted to said Grantee by said Grantor by his certain deed dated June 12, 1883 and recorded in the land records of Wallingford in Volume 70 at pages 506, 507 and 508.

1883 deed for ? main 1394' ± in length (no width mentioned) together with Water rights Vol. 70, Page 506, 7, E:

1891 Deed for ? main mentioning a width of 30' from the 1st. 12" main

Note new deed should be for 50' in addition to the 30' in width from the 1st 12" main & cover any or all new replacements or additional main's within the proposed new 50' right of way

People to whom these Presents shall come—GREETING;

Know all Men, That I, *Charles J. Southworth*, of the County of *Waller*, State of *Virginia*, do hereby certify that the within and above written instrument is a true and correct copy of the original thereof, as the same appears by the records of the County of *Waller*, State of *Virginia*, and that the same is a true and correct copy of the original thereof, as the same appears by the records of the County of *Waller*, State of *Virginia*.

In testimony whereof, I have hereunto set my hand and seal, this *15th* day of *September*, 1891.

Charles J. Southworth
County Clerk

Witness my hand and seal, this *15th* day of *September*, 1891.

Charles J. Southworth
County Clerk

Witness my hand and seal, this *15th* day of *September*, 1891.

Charles J. Southworth
County Clerk

Witness my hand and seal, this *15th* day of *September*, 1891.

Charles J. Southworth
County Clerk

Witness my hand and seal, this *15th* day of *September*, 1891.

Charles J. Southworth
County Clerk

Witness my hand and seal, this *15th* day of *September*, 1891.

Charles J. Southworth
County Clerk

Witness my hand and seal, this *15th* day of *September*, 1891.

Charles J. Southworth
County Clerk

Witness my hand and seal, this *15th* day of *September*, 1891.

Charles J. Southworth
County Clerk

To all People to whom these Presents shall come:—GREETING.

Know ye that I, L. Morelle Cooke of the Town of Wallingford, County of New Haven and State of Connecticut,

For the consideration of one dollar and other considerations of value received to my full satisfaction of The Borough of Wallingford, a municipal corporation by the laws of the State of Connecticut, and located in said town of Wallingford, do give, grant, bargain, sell and confirm unto the said The Borough of Wallingford, a right of way over the following described real estate situated in said Town of Wallingford, bounded North by other land of the Grantor, East by old highway; South by land of Grantor and West by land of Ignatz Masegohik and land of George W. Cooke, said right of way to be fifty feet in width for a distance of five hundred feet and one hundred feet wide for a distance of eight hundred and sixty feet and said Borough of Wallingford shall have the right to lay, relay, replace, maintain and repair, a certain line or lines of pipes for the purpose of bringing water to said Borough of Wallingford and may place on said line or lines of pipes certain gates, gate valves, air valves, air valve boxes and indicator posts along said water mains.

Said Borough of Wallingford agrees to replace fences and pay damages for crops destroyed in laying and maintaining said pipe lines.

To Have and to Hold, the above granted and bargained premises, with the appurtenances thereof, unto the said grantee its successors heirs and assigns forever, to its and their proper use and behoof, AND ALSO, I the said grantor do for my self and my heirs, executors and administrators, covenant with said grantee its successors heirs and assigns, that at, and until the encasing of these presents I am well seized of the premises as a good indefeasible estate in Fee SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

And Furthermore, I the said grantor do by these presents bind myself and my heirs forever, to WARRANT and defend the above granted and bargained premises to the said grantee its successors heirs and assigns against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this 15th day of October A. D. 1923

Signed, sealed and delivered in the presence of

George W. Cooke
Michael T. Downes

L. Morelle Cooke

SEAL

SEAL

New Haven County, ss. Wallingford, Conn. October 15th 1923

Personally appeared L. Morelle Cooke

Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Michael T. Downes Notary Public.
Clerk of the Superior Court
New Haven County.
Justice of the Peace.

Received for record Oct. 15th 1923, at 3 h. 50 m. P.M., and recorded by
Clifton A. Tracy Ass't. Town Clerk.

VOL. 140

signer and sealer of the foregoing instrument, and acknowledged the same to be its free act and deed, before me,

Bernard W. Townsend, Notary Public

Received for record Oct. 15th, 1923 at 3.10 PM and recorded by me,

Clay R. New

Ass't. Town Clerk.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME--GREETING:

Know Ye, That I, George W. Cooke of the Town of Wallingford, County of New Haven and State of Connecticut, for the consideration of the laying of a one inch water pipe from the water main at Chestnut Hill so-called to my house, said pipe to be laid not more than three and one half feet underneath the surface of the ground, and the right to use water at the regular Borough rate to the amount of twenty four dollars per year received to my full satisfaction of the Borough of Wallingford a municipal corporation by the laws of the State of Connecticut, and located in said Town of Wallingford, do give, grant, bargain, sell and convey unto the said Borough of Wallingford the right to lay, re-lay, repair, remove and change certain lines of water mains over a fifty feet right of way on the following described real estate situated in said Wallingford and bounded and described as follows, to wit:

FIRST PIECE is eighty feet long more or less from East to West and is bounded North by land of Delevan W. Ives; East by Old Highway and land of S. Ellsworth Hall; South and West by land of George W. Cooke. Second piece is eleven hundred and thirty one feet long more or less and is bounded North by land of Ignatz Masegohik and S. Ellsworth Hall; East by land of Ignatz Masegohik; South by land of Ignatz Masegohik and land of George W. Cooke and West by land of George W. Cooke.

THIRD PIECE is bounded North by land of Andrew Krajnyak and in part by Old Highway; East by land of L. Morelle Cooke; South by land of Ange A. Anderson and West by highway.

Also granting to said Borough of Wallingford the right to place air valves, air valve boxes, gates, gate posts, gate valves, and indicator posts on said right of way and to have the right to carry pipes and materials over said right of way.

The said Grantor agrees to keep said one inch water pipe in repair and in case he should use more than twenty four dollars worth of water per year at regular Borough rates, then he shall pay for same at regular Borough rates, it being agreed that the rate on which said twenty four dollars is based shall be not changed from the present rate.

In consideration of the rights herein conveyed, the Borough of Wallingford agreed to replace fences and pay damages for crops destroyed in laying and maintaining said pipe lines.

TO HAVE AND TO HOLD the above bargained premises with the appurtenances thereof, unto the said Grantee, its successors and assigns forever, to its and their proper use and behoof.

And also I, the said Grantor do for myself, my heirs, executors and administrators, covenant with the said Grantee, its successors and assigns that at and until the sealing of these presents I am well seized of the premises, as a good, indefeasible estate in fee simple and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I, the said Grantor do by these presents bind myself and my heirs forever to warrant and defend the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this 15th day of October, A.D. 1923.

Signed, sealed and delivered
in the presence of

George W. Cooke (Seal)

L.M. Cooke
M.T. Downes

New Haven County, SS. Wallingford, Conn. October 15th, 1923

Personally appeared George W. Cooke, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me,

Michael T. Downes, Notary Public

Received for record Oct. 15th, 1923 at 3:50 PM and recorded by me,

Oliver A. Murray Ass't. Town Clerk

This is to certify that a certain attachment lien filed in the Town Clerk's Office in the Town of Wallingford, on the 4th day of October, 1923, and recorded in Vol. page in favor of The Laden Bros. Co. plaintiff claimant against Ignatz Pecoski is hereby Released and wholly discharged.
Dated at Meriden, this 9th day of October, 1923.

The Laden Bros. Co., Inc.,

by Irving G. Smith, its Attorney
and authority signing process of attachment.

Received for record Oct. 15th, 1923 at 9:30 A.M. and recorded by me,

Oliver A. Murray Ass't. Town Clerk

KNOW ALL MEN BY THESE PRESENTS: That I, Lewellyn Beaumont of the Town of Wallingford, in the County of New Haven and State of Connecticut, do hereby release and discharge a certain mortgage from Fannie Ginsburg to said Lewellyn Beaumont dated June 19, 1916 and recorded in the Records of the Town of Wallingford, in the County of New Haven and State of Connecticut, in Volume 117 on page 353.

The note thereby secured having been fully paid.

In Witness Whereof, I have hereunto set my hand and seal this

thirteenth day of October, A.D. 1923.

Signed, sealed and delivered
in presence of

Lewellyn Beaumont (L.S.)

D.W. Lanouette
Edna Valentine

588

MANUSCRIPT VOL. 162

seal this 27th day of January 1933., aforesaid.

My commission expires on the 1st day of February, 1937.

A. P. Elsner, Notary Public.

Received for record, February 2nd., 1933 at 4 O'clock P. M. and recorded by me.

Mary A. G. ... Ass't. Town Clerk.

TO ALL TO WHOM THESE PRESENTS SHALL COME; GREETING:- KNOW YE, THAT WE RUDOLPH MILLER AND AUGUST MILLER, of the Town of Wallingford, County of New Haven and State of Connecticut, for the consideration of one dollar and other valuable considerations received to our full satisfaction of THE BOROUGH OF WALLINGFORD, a municipal corporation, created by an ACT OF THE GENERAL ASSEMBLY OF SAID STATE, and located in said Town, County and State, do give, grant, bargain, sell and confirm unto the said grantee, its successors and assigns forever, the right to locate, construct and maintain a third separate line of pipes of such characted and size as it or they shall deem practicable and shall be in addition to the lines of pipes heretoford authorised, said line of pipes herein authorised shall be laid through one certain tract of land situated in the Easterly part of Wallingford, and the s bounded and described as follows, to witi:-

NORTH AND SOUTH by land of the grantors; EAST by highway known as The Old Holser Road; and WEST by land of George W. Cooke, or as otherwise bounded and described as of record shall appear, said line to run approximately 552 feet. Said line of pipes is to be at no point more than thirty feet distant from the north line of pipes now lying through said described premises, and is for the purpose of conveying water for the uses of said Borough and Town, and said Borough may at all times, by its authorized agents, enter upon said described premises, and make use of the ground and soil therein contained, by digging or otherwise, so far as shall be deemed necessary or convenient for the proper construction, renewal, replacement or repairs of said pipes. It being further understood that the grantor or its authorized agent, may in renewing or replacing said pipes, may replace said pipes with pipes of such character and size as it or they may deem practicable at the time of said replacement. It being further understood and hereby stipulated that all damages which shall be done to land fenced or crops in connection with the laying of pipes herein authorises, is paid and discharged by the consideration above named, and th at all damages thereafter to crops and fences caused by entering upon said premises, as herein provided, for the repairs, renewal or replacement of said pipes, said grantee shall make reasonable compensation for, to said grantors, their heirs, executors or assigns, AND IT IS FURTHER understood and agreed that the rights hereby conveyed are in addition to and in no wise in derogation of the rights heretofore granted in relation to the line of pipe now located through said described t of land, by said grantors, by deeds dated March 31st., 1885, and recorded in Wallingford Land Records in Volume 75 at Page 80. or of the deed from Elbert Hall covering said premises which is recorded in said Records in Volume, 81, at Page 211.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said grantee, its successors or assigns forever, to its and

its proper use and behoof. AND ALSO, WE, the grantors, do for ourselves, our heirs, executors covenant with the said grantee, its successors and assigns, that at and until the ensembling of these presents we are well seized of the premises as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as above written, and that the same is free from all incumbrances whatsoever, except a first mortgage to Amity A. Holzer and a second mortgage to Samuel Sweedler of New Haven, Conn., AND FURTHERMORE, We, the said grantors do by these presents bind ourselves, and our heirs forever to WARRANT AND DEFEND the above granted and bargained premises to the grantee, its successors and assigns, against all claims and demands whatsoever, except as above:

IN WITNESS WHEREOF, We have hereunto set our hands and seal: this NINETEENTH DAY OF JANUARY, 1933.

In the presence of:
 Wm. A. MacKenzie.
 J. P. Craig.
 A. A. Holzer.

Rudolph Miller. (SEAL).
August Miller. (SEAL).

We hereby consent to the foregoing agreement.

WITNESSES:-

J. P. Craig.
 Wm. A. MacKenzie.

Samuel Sweedler.
A. A. Holzer.

STATE OF CONNECTICUT }
 NEW HAVEN COUNTY. } :: WALLINGFORD, JANUARY 19th., 1933.

PERSONALLY APPEARED Rudolph Miller and August Miller, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed; before me.

William A. MacKenzie. Notary Public.

HOLDER AND OWNER OF FIRST MORTGAGE.

STATE OF CONNECTICUT }
 NEW HAVEN COUNTY. } WALLINGFORD, JANUARY 19th., 1933.

PERSONALLY APPEARED Amity A. Holzer, owner and holder of the first mortgage against the above mentioned property, and acknowledged that he accepted and endorsed the terms of the above agreement.

William A. MacKenzie. Notary Public.

HOLDER AND OWNER OF SECOND MORTGAGE.

STATE OF CONNECTICUT }
 NEW HAVEN COUNTY. } WALLINGFORD, JANUARY 19th., 1933.

PERSONALLY APPEARED Samuel Sweedler, owner and holder of the second mortgage against said described premises mentioned above, who acknowledged that he accepted and endorsed the terms of the above agreement.

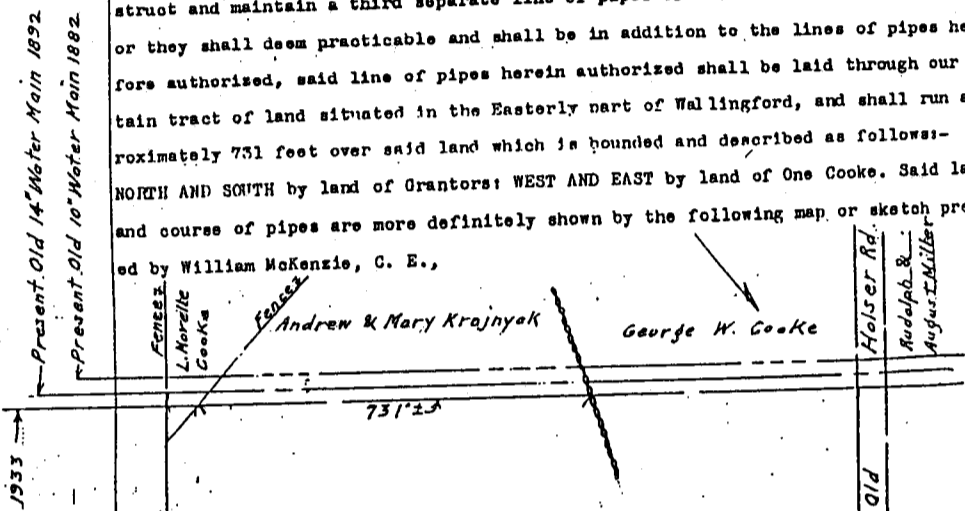
William A. MacKenzie. Notary Public.

Received for record, February 3rd., at 9.10 O'clock A. M. and recorded by me.

Mary A. Glemm Ass't. Town Clerk.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME: GREETING:- KNOW YE, THAT WE, ANDREW KRAJNYAK AND MARY KRAJNYAK, of the Town of Wallingford, County of New Haven, and State of Connecticut, for the consideration of one dollar and other valuable considerations received to our full satisfaction of the BOROUGH OF WALLINGFORD, a municipal corporation created by AN ACT OF THE GENERAL ASSEMBLY OF SAID STATE, and

located in said Town, County and State, do give, grant, bargain, sell and confirm unto the said grantee, its successors and assigns forever, the right to locate, construct and maintain a third separate line of pipes of such character and size as it or they shall deem practicable and shall be in addition to the lines of pipes heretofore authorized, said line of pipes herein authorized shall be laid through our certain tract of land situated in the Easterly part of Wallingford, and shall run approximately 731 feet over said land which is bounded and described as follows: NORTH AND SOUTH by land of Grantors; WEST AND EAST by land of One Cooke. Said land and courses of pipes are more definitely shown by the following map or sketch prepared by William McKenzie, C. E.,



Said line of pipes is to be at no point more than thirty feet distant from the North line of pipes now lying through said described and mapped premises, and for the purpose of conveying water for the uses of said Borough and Town, said Borough may at all times, by its authorized agents, enter upon said described premises, and make use of the ground and soil therein contained, by digging or otherwise, so far as shall be deemed necessary or convenient for the proper construction, renewal, replacement or repairs of said pipes, it being further understood that the grantor, or its authorized agents, may, in removing or replacing said pipes, replace said pipes with pipes of such character and size as it or they may deem practicable at the time of such replacement. It being further understood and hereby stipulated that all damages which shall be done to land, fences or crops in connection with the laying of pipes herein authorized, is paid and discharged by the consideration above named, and that all damages thereafter to crops and fences, as herein provided, caused by entering upon said premises for the repair, renewal, or replacement of said pipes, said grantee shall make reasonable compensation therefor to the said grantors, their heirs, executors and assigns. AND IT IS FURTHER UNDERSTOOD AND AGREED that the rights hereby conveyed in addition to and in no wise in derogation of the rights heretofore granted in relation to the lines of pipes now located through said described premises by the said grantors.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said grantee, its successors or assigns forever, to it and its own proper use and behoof. AND ALSO, we the grantors, do for ourselves, our heirs, administrators, and executors, covenant with the said grantee, its successors or assigns, that at and until the sealing of these presents we are well and of the premises as a good indefeasible estate in FRESH SIMPLE and have good bargain and sell the same in manner and form as is above written, and that the same is free from all encumbrances whatsoever, except a first mortgage to the Meriden Payment Building and Loan Association of Meriden, Conn. AND FURTHERMORE

WE, the saidgrantors, do by these presents bind ourselves and our heirs forever, to WARRANT AND DEFEND the above granted and bargained premises to the grantee, its successors and assigns, against all claims and demands whatsoever, except as above.

IN WITNESS WHEREOF, We have hereunto set our hands and sealsthis 1st day of February 1933.

IN THE PRESENCE:-

Wm. A. MacKenzie.

James P. Craig.

Andrew Krajnyak. (SEAL).

Meri Krajnyak. (SEAL).

STATE OF CONNECTICUT)
NEW HAVEN COUNTY.) WALLINGFORD, FEBRUARY 1st., 1933.

Personally appeared Andrew Krajnyak and Mary Krajnyak, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me.

William A. MacKenzie. (SEAL).

Notary Public.

THE ABOVE IS CONSENTED TO BY THE MERIDEN PERMANENT BUILDING AND LOAN ASSOCIATION, OF MERIDEN, CONN.,

IN THE PRESENCE:-

Albert J. Lirot.

Wm. M. Miles.

THE PERMANENT BUILDING AND LOAN ASSOCIATION OF
MERIDEN, CONN. (SEAL).

By Albert G. Finnacle., Treasurer Duly Authorized.

STATE OF CONNECTICUT)
NEW HAVEN COUNTY.) WALLINGFORD, JANUARY 26th., 1933.

Personally appeared Albert G. Finnacle., Treasurer acting for the Meriden Permanent Building and Loan Association, of Meriden, Conn., and acknowledged the same to be its free act and deed, before me.

Albert J. Lirot. Notary Public.

Received for record, February 3rd., 1933 at 9.10 O'clock A. M. and recorded by me.

Mary G. Runt Ass't. Town Clerk.

KNOW ALL MEN BY THESE PRESENTS:- THAT I, Frank Riccio of Wallingford, County of New Haven and State of Connecticut in consideration of a debt of One Hundred and Two Dollars (\$102.00) due to Mary Ahearn of Wallingford, together with interest at six per cent, do hereby assign, transfer and set over to the said Mary Ahearn Five Dollars, (\$5.00) each week out of the earnings due or to become due to me from the R. Wallace & Sons Co., of Wallingford for the term of five months and one week, that is, from the second day of February, 1933 to the 10th day of August 1933.

AND I do hereby authorize and empower the said Mary Ahearn to collect said sums whenever they may become due, through her Attorney, John E. Downey, of said Wallingford and said John E. Downey is authorized to give a receipt therefor, in full discharge in my name.

Dated this 31st day of January 1933, at Wallingford, Conn.

Frank Riccio.

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN.) 33. WALLINGFORD, JANUARY 31st., 1933.

PERSONALLY APPEARED Frank Riccio, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, before me.

Anna M. Luby. Notary Public.

Received for record, February 3rd., 1933 at 10.30 O'clock A. M. and recorded by me.

Mary G. Runt Assist. Town Clerk.

CARRIE D. BARTHOLOMEW, AUGUSTUS J. BARTHOLOMEW, DALE C. BARTHOLOMEW AND D. WILLIAM BARTHOLOMEW, to pass over and upon property now owned by me which right to pass over and upon my said property shall be through the so-called Home Lot at my present residence, then through lane to head of Pond, so-called, thence through pasture on cart path through wood lots, and along the Cart Path to the location of the pipe line and to the West end of present tunnel or proposed new tunnel; said right of way is more particularly bounded on the West by the Wallingford-Northford Road; South by land of A. A. Anderson; East by land of Harold and Charles Young; and on the North by the grantor.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said grantee, its successors or assigns forever, to it and its own proper use and behoof. AND ALSO, I the grantor, do for myself, my heirs, administrators, and executors, covenant with the said grantee, its successors or assigns that at and until the ensembling of these presents I am well seized of the premises as a good indefeasible estate in FEE simple; and have good right to bargain and sell the same in manner and form as is above written.

AND FURTHERMORE, I, the said grantor, do by these presents bind myself and my heirs forever to warrant and defend the above granted and bargained premises to the grantee, its successors and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of July, 1936.

In the presence of
George H. Luby

L. Morelle Cooke (SEAL)

W. A. MacKenzie

STATE OF CONNECTICUT } WALLINGFORD, JULY 15, 1936
NEW HAVEN COUNTY }

Personally appeared L. MORELLE COOKE, who acknowledged the same to be his free act and deed, before me.

(SEAL) Wm. B. Hall Notary Public

Received for record July 21, 1936 at 9:10 o'clock A.M. and recorded by me.

John A. McQuinn
TOWN CLERK

RIGHT OF WAY

TO ALL TO WHOM THESE PRESENTS SHALL COME: GREETING:
KNOW YE, THAT WE, CARRIE D. BARTHOLOMEW, AUGUSTUS J. BARTHOLOMEW, DALE C. BARTHOLOMEW and D. WILLIAM BARTHOLOMEW, all of the Town of Wallingford, County of New Haven, and State of Connecticut, for the consideration of one dollar and other valuable consideration received to our full satisfaction of the BOARD OF WALLINGFORD, a municipal corporation created by AN ACT OF THE GENERAL ASSEMBLY OF SAID STATE, and located in said Town, County and State, do give, grant, bargain, sell and confirm unto the said grantee, its successors and assigns forever, the right to locate, relocate, construct, renew, repair, or otherwise maintain a line or lines of pipes of such character and size as it or they shall deem practicable

and shall be in addition to the line or lines of pipes heretofore authorized in a deed from Charles F. Bartholomew to the Borough of Wallingford, recorded in Volume 70, on pages 506, 507, and 508 of the Wallingford Land Records, and in another deed recorded in Volume 81, on page 225 of said Wallingford Land Records, said lines of pipes herein authorized shall be laid through a certain tract of land situated in the easterly part of Wallingford, and shall run approximately 1267 linear feet, and is more particularly described as follows; and more definitely shown by the map or sketch prepared by William McKenzie, C. E., and on file in the Town Clerk's Office at Page 61 of the Book of Maps.

Said right to locate said lines of pipes shall start from a point 30 feet North of the present 12 inch line of pipe or 15 feet more or less north of the manhole at east end of old tunnel and shall extend northerly 50 feet from said point and constitute a strip 50 feet in width and 1267 feet in length. Said line or lines of pipes is for the purpose of conveying water for the uses of said Borough and Town, and said Borough, its successors or assigns may at all times by its or their authorized agents, enter upon said described premises, and make use of the ground and soil therein contained by digging or otherwise, so far as shall be deemed necessary or convenient for the proper construction, renewal, replacement, repair or proper maintenance of said pipe or pipes, it being further understood that the grantee or its authorized agents, may, in renewing or replacing said pipe or pipes, replace said pipes of such character and size as it or they may deem practicable at the time of such replacement. It being further understood and hereby stipulated that all damages which shall be done to land, fences or crops in connection with the laying of pipes herein authorized, is paid and discharged by the consideration above named, and that all damages thereafter to crops and fences, as herein provided, caused by entering upon said premises for the repair, renewal, replacement or maintenance of said pipes, said grantee shall make reasonable compensation therefor to the said grantors, their heirs, executors or assigns.

And it is further understood and agreed that the rights hereby conveyed are in addition to and in no wise in derogation of the rights heretofore granted by the said Charles F. Bartholomew above mentioned.

It is further agreed by the grantors that the grantee, its agents or assigns may use the soil taken from said right of way and use same in the construction of a road to cross certain swamp more specifically shown on the above sketch or map.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said grantee, its successors or assigns forever, to it and their own proper use and behoof.

AND ALSO, WE the grantors, do for ourselves, our heirs, administrators and executors, covenant with the said grantee, its successors or assigns, that at and until the ensealing of these presents we are well seized of the premises as a good indefeasible estate in FEE SIMPLE: and have good right to bargain and sell the same in manner and form as is above written.

AND FURTHERMORE, WE, the said grantors, do by these presents bind ourselves

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and our heirs forever to warrant and defend the above granted and bargained premises to the grantee, its successors and assigns, against all claims and demands whatsoever, except as above.

IN WITNESS WHEREOF, WE have hereunto set our hands and seals this 15th day of July, 1936.

In the presence of
George H. Luby
W. A. MacKenzie

Carrie D. Bartholomew ^{her} X (Seal)
Augustus J. Bartholomew ^{Mark} (Seal)
Dale C. Bartholomew (Seal)
D. William Bartholomew (Seal)

STATE OF CONNECTICUT : Wallingford, July 15, 1936
NEW HAVEN COUNTY :

Personally appeared Carrie D. Bartholomew, Augustus J. Bartholomew, Dale C. Bartholomew and D. William Bartholomew, and acknowledged the same to be their free act and deed, before me.

(SEAL) Wm. B. Hall Notary Public

Received for record July 21, 1936 at 9:12 o'clock A.M. and recorded by me.

John A. McLeive
TOWN CLERK

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That, The Wallingford Mortgage Company, Inc., a corporation organized and existing under the laws of the State of Connecticut, and having its principal place of business of the Town of Wallingford in the County of New Haven, and State of Connecticut acting by its Treasurer, D. W. Lanouette, duly authorized do hereby release and discharge a certain mortgage from Agazio and Rocchina Barbuto (husband and wife) to said Wallingford Mortgage Company, Inc. dated June 25, 1929 and recorded in the Land Records of the Town of Wallingford, in the County of New Haven and State of Connecticut, in Volume 157 on page 51, the note and mortgage thereby secured having been paid in full.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this 20th day of July A.D. 1936.

Signed, Sealed and delivered)
in presence of)
M. M. Bellafronto
M. J. Gaherty

Wallingford Mortgage Co. Inc. (L.S.)
By D. W. Lanouette (L.S.)
Duly authorized - Treas.

STATE OF Connecticut)
COUNTY of New Haven) ss. Wallingford, July 20, 1936

Personally appeared D. W. Lanouette, Treasurer aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me

Mildred M. Bellafronto
Notary Public

Received for record July 21, 1936 at 9:40 o'clock A.M. and recorded by me.

John A. McLeive
TOWN CLERK

principal sum, with interest, is fully paid, it being agreed that each monthly installment shall be applied, first, to the payment of interest on the unpaid principal of this note, and the balance on account of the principal of this note.

In the event of default in the payment of any of said monthly installments, or in the payment of taxes or municipal assessments on the premises mortgaged to secure this note, for a period of thirty (30) days after any of the same become due and payable, or failure to keep said premises insured for the benefit and to the satisfaction of the holder of this note, or if title to said premises shall become vested in anyone other than the makers hereof, then the whole of this note shall immediately, at the option of the holder hereof, become due and payable.

The makers hereof reserve the right to anticipate any or all of said final installments before any of the same become due and payable."

It is further agreed that if any owner of said premises shall not be a member of the Meriden Permanent Building and Loan Association, Incorporated, then said note shall at once become due and payable at the option of the holder thereof.

Now, Therefore, if said note, or any renewals thereof or substitutions therefor, not exceeding the amount of said note, shall be well and truly paid according to its tenor, and if all agreements and provisions contained in said note and herein contained are fully kept and performed, then this deed shall become null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day of July in the year of our Lord one thousand nine hundred and thirty-eight.

Signed, sealed and delivered
in presence of:

I. J. Meiklem

Bernard F. Hoffman (L.S.)

Albert J. Lirot

Katherine J. Hoffman (L.S.)

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN' } ss.

Meriden,

July 26th, A.D. 1938.

Personally appeared, Bernard F. Hoffman and Katherine J. Hoffman, signers and sealers of the foregoing instrument, and they acknowledged the same to be their free act and deed, before me.

Albert J. Lirot (SEAL)
Notary Public

Received for record July 27, 1938 at 11:04 o'clock A. M. and recorded by me,

J. W. A. McQuinn
Town Clerk

RIGHT OF WAY

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Know Ye, That We, Felix Pomiechowski of the Town of Wallingford, County of New Haven and State of Connecticut and Nelson Harris, of the Town and said County

of New Haven, Executor and Trustee of the Estate of William J. Montgomery, late of said New Haven, deceased, for the consideration of one dollar and other valuable considerations, received to our full satisfaction of the Borough of Wallingford, a municipal corporation, created by an Act of the General Assembly of said State and located in said Town of Wallingford, do give, grant, bargain, sell and confirm unto the said grantee, its successors and assigns forever, the right to locate, relocate, construct, renew, repair or otherwise maintain a line or lines of pipes of such character and size as it or they shall deem practicable, and shall be in addition to the line or lines of pipes heretofore authorized in certain deeds to said Borough of Wallingford from James D. Bartholomew, recorded in Wallingford Land Records in Volume 74, page 85, from James D. Bartholomew, recorded in Volume 81, page 214. Said lines of pipes herein authorized shall be laid through a certain tract of land situated in the easterly part of Wallingford, and bounded and described as follows:

North on land formerly of Horace Austin;
 East by land of the Borough of Wallingford;
 South by land now or formerly of R. E. Harrison; and
 West by highway. (See Map on file on page 65 of the Book of Maps in the Wallingford Town Clerk's Office)

it being thirty-five (35) feet in width and approximately ten hundred ninety-six (1096) linear feet in length, and extending from the North Branford road easterly to land of the Borough of Wallingford; the northerly line of said strip being fifty (50) feet northerly of and parallel with the original twelve inch main laid in 1882; together with the right to install cross connections and gates between the various pipe lines, and setting of controlling gate boxes to gates or other necessary manholes over gates. Said line or lines of pipes is for the purpose of conveying water for the uses of said Borough and Town, and said Borough, its successors or assigns may at all times by its or their authorized agents, enter upon said described premises, and make use of the ground and soil therein contained by digging or otherwise, so far as shall be deemed necessary or convenient for the proper construction, renewal, replacement, repair or proper maintenance of said pipe or pipes, it being further understood that the grantee or its authorized agents, may, in renewing or replacing said pipe or pipes, replace said pipes of such character and size as it or they may deem practicable at the time of such replacement. It being further understood and hereby stipulated that all damages which shall be done to land, fences or crops in connection with the laying of pipes herein authorized, is paid and discharged by the consideration above named, and that all damages thereafter to crops and fences, as herein provided, caused by entering upon said premises for the repair, renewal, replacement or maintenance of said pipes, said grantee shall make reasonable compensation therefor to the said grantors, their heirs, executors or assigns.

And it is further understood and agreed that the rights hereby conveyed are in addition to and in no wise in derogation of the rights heretofore granted by the said Bartholomew above mentioned.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said grantee, its successors or assigns forever, to it and their own proper use and behoof. And also, we, the grantors, do for ourselves, our heirs, administrators, executors, successors and assigns, covenant with the said grantee, its successors or assigns, that at and until the ensembling of these presents, we are well seized of the premises as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written.

AND FURTHERMORE, We, the said grantors, do by these presents bind ourselves and our heirs forever to warrant and defend the above granted and bargained premises to the grantee, its successors and assigns, against all claims and demands whatsoever, except as above.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 21st day of June, A. D. 1938.

In presence of:

Michael T. Downes

Felix Pomiechowski (L.S.)

Wm. A. MacKenzie

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN } ss.

Wallingford,

June 21, 1938.

Personally appeared Felix Pomiechowski, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me,

Michael T. Downes
Notary Public

In presence of:

Michael T. Downes

Estate of William J. Montgomery
by Nelson Harris (L.S.)
Executor and Trustee

Wm. A. MacKenzie

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN } ss.

New Haven,

June 21, 1938

Personally appeared Nelson Harris, Executor and Trustee of said Estate of William J. Montgomery, duly authorized and qualified, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and his free act and deed as such Executor and Trustee, before me.

Michael T. Downes
Notary Public

Received for record July 27, 1938 at 11:15 o'clock A. M. and recorded by me,

John A. McQuire
Tom Clerk

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That The Dime Savings Bank of Wallingford, a corporation duly organized under a charter granted by the General Assembly of Connecticut, and located in the Town of Wallingford, County of New Haven, and State of Connecticut, does

4/1/82
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E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS,

THAT, The Barnett Development Corporation, a Connecticut
corporation having an office in the Town of Madison, County of New Haven
in said State

for the consideration of One Dollar and Other Valuable Considerations received to its full satisfaction of THE TOWN OF WALLINGFORD, a Municipal Corporation organized pursuant to the General Statutes of the State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said The Town of Wallingford, its successors and assigns, the right, privilege and authority to perpetually maintain a permanent easement and right of way for ~~storm water drainage~~ storm water drainage including the right to lay pipes, and to maintain, operate, construct, alter, repair and replace the same in and through a strip of land owned by the Grantor

~~X mark the exact location of the easements on the plan and show the location of the easements~~
Said easements are referred to as "DRAINAGE EASEMENT (RIGHT TO DRAIN)" and shown on a certain map entitled: "Proposed Subdivision, 16. Branford Rd. Wallingford, Conn. Property of Barnett Development Corp. Madison Conn." Cardinal Engineering Associates, Inc. Consulting Engineers 99 Colony St. Meriden, Conn. Scale 1" = 100' Date Aug. 2, 1976, which map is on file in the Wallingford Town Clerk's Office, said easement being more particularly described as follows:

FIRST EASEMENT: a 20' wide easement of which the northerly edge is described as follows: Beginning at the northwesterly corner of Lot #2; thence running in a southeasterly direction making an angle of 45° with the northerly boundary line of said Lot #2 for a distance of 100 feet.

SECOND EASEMENT: a 20' wide easement of which the northerly edge is described as follows: Beginning at the northwesterly corner of Lot #3; thence running in a southeasterly direction making an angle of 45° with the northerly boundary line of said Lot #3 a distance of 100 feet.

The Grantor does also grant the right to enter on the land within said permanent easement for the purpose of constructing, servicing, repairing or replacing said storm water drainage system.

The Grantee agrees for itself and its successors and assigns to restore the land within said easement to as nearly its present condition as possible commensurate with the above provided use of the land and to similarly restore the land at any time that it is necessary to disturb the surface thereof in connection with servicing, repairing, or replacing said storm water drainage system.

The Grantors herein reserve the right to themselves, their heirs, successors and assigns, to continue to use the land within which the aforesaid easement has been granted for any uses and purposes which do not in any way interfere with the use thereof by the Grantee, its successors and assigns, in fulfilling the purpose for which this easement is granted.

TO HAVE AND TO HOLD the above-granted rights, privilege and authority unto the said Grantee, its successors and assigns, to its and their own proper use and behoof.

IN WITNESS WHEREOF, it has hereunto set its
hand and seal this 18 th day of April
1977

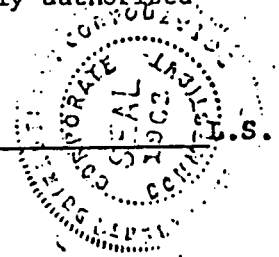
Signed, Sealed and Delivered
in the Presence of:

The Barnett Development
Corporation

Joan V. Finman
Joan V. Finman

Bernard Barnett
by Bernard Barnett L.S.
its pres. hereunto duly authorized

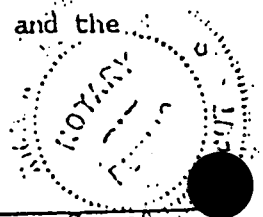
Suzanne E. Ives
Suzanne E. Ives



State of Connecticut)
County of New Haven) ss. Wallingford April 18 1977

Personally appeared Bernard Barnett, president of The Barnett /
Signer and Sealer of the foregoing instrument, / who acknowledged
the same to be his free act and deed, ~~before me~~ and the
free act and deed of said corporation, before me.

Richard A. Suter
Notary Public MY COMMISSION EXPIRES MARCH 31, 1978
Commissioner of the Superior Court



RECEIVED FOR RECORD JUL 6, 1977
AT 4:53 P.M. AND RECORDED BY
Caryl M. Massoni TOWN CLERK

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of JOHN CELLA and EDWARD CELLA, both of the Town of Wallingford, County of New Haven and State of Connecticut, and their heirs and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by JOHN CELLA and EDWARD CELLA acquired in an easement given to the Town of Wallingford by Charles F. Bartholomew dated June 12, 1883 in Volume 70 at Page 506 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in their instrument recorded in Volume 70 at Page 506 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by John Cella and Edward Cella.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 70 at Page 506 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

BY:

William W. Dickinson, Jr.
Its Mayor
duly authorized

STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of
Town of Wallingford, signer and sealer of the foregoing
instrument, and acknowledged the same to be his free act and deed
and the free act and deed of said Town of Wallingford.

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of JOHN F. KRANYAK and ANN C. KRANYAK, both of the Town of Wallingford, County of New Haven and State of Connecticut, and their heirs and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by JOHN F. KRANYAK and ANN C. KRANYAK required in an easement given to the Town of Wallingford by Francis T. Busse, dated December 12, 1883 in Volume 74 at Page 43 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in their instrument recorded in Volume 74 at Page 43 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by John F. Kranyak and Ann C. Kranyak.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 74 at Page 43 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

BY:

William W. Dickinson, Jr.
Its Mayor
duly authorized

STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the
Town of Wallingford, signer and sealer of the foregoing
instrument, and acknowledged the same to be his free act and deed
and the free act and deed of said Town of Wallingford.

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut does hereby RELEASE and DISCHARGE land of ALAN S. VINE, of the Town of Wallingford, County of New Haven and State of Connecticut, and his heirs and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by ALAN S. VINE acquired in an easement given to the Town of Wallingford by James D. Bartholomew dated June 12, 1883 and recorded December 21, 1883 in Volume 74 at Page 55 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in their instrument recorded in Volume 74 at Page 55 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by Alan S. Vine.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 74 at Page 55 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

BY:

William W. Dickinson, Jr.
Its Mayor
duly authorized

STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the Town of Wallingford, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said Town of Wallingford.

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of COOKE REALTY CORPORATION, a corporation organized and existing under the laws of the State of Connecticut, and its successors and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by COOKE REALTY CORPORATION, required in an easement given to the Town of Wallingford by Levi Doolittle, dated January 25, 1884, and recorded February 22, 1884, in Volume 74 at Page 107 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in the instrument recorded in Volume 74 at Page 107 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by Cooke Realty Corporation.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 74 at Page 107 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

BY:

William W. Dickinson, Jr.
Its Mayor
duly authorized

STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the
Town of Wallingford, signer and sealer of the foregoing
instrument, and acknowledged the same to be his free act and deed
and the free act and deed of said Town of Wallingford.

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of GEORGE W. COOKE, of the Town of Wallingford, County of New Haven and State of Connecticut, and his heirs and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by GEORGE W. COOKE, required in an easement given to the Town of Wallingford by Elbert Hall, dated March 31, 1885 and recorded July 18, 1885 in Volume 75 at Page 80 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in the instrument recorded in Volume 75 at Page 80 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by George W. Cooke.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 75 at Page 80 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

BY: _____

William W. Dickinson, Jr.
Its Mayor
duly authorized

STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the Town of Wallingford, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said Town of Wallingford.

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of COAG FARM, INC., a corporation organized and existing under the laws of the State of Connecticut, and its successors and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by COAG FARM, INC. required in an easement given to the Town of Wallingford by Elbert Hall, dated March 31, 1885, and recorded July 18, 1885, in Volume 75 at Page 80 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in the instrument recorded in Volume 75 at Page 80 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by Coag Farm, Inc.

—
the
deed
—

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 75 at Page 80 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of GEORGE W. COOKE, of the Town of Wallingford, County of New Haven and State of Connecticut, and his heirs and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by GEORGE W. COOKE, required in an easement given to the Town of Wallingford by Elbert Hall, dated September 10, 1891 and recorded September 14, 1891 in Volume 81 at Page 211 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in the instrument recorded in Volume 81 at Page 211 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by George W. Cooke.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 81 at Page 211 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of COAG FARM, INC., a corporation organized and existing under the laws of the State of Connecticut, and its successors and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by COAG FARM, INC. required in an easement given to the Town of Wallingford by Elbert Hall, dated September 10, 1891 and recorded September 14, 1891, in Volume 81 at Page 211 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in the instrument recorded in Volume 81 at Page 211 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by Coag Farm, Inc.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 81 at Page 211 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

BY:

William W. Dickinson, Jr.
Its Mayor
duly authorized

STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the
Town of Wallingford, signer and sealer of the foregoing
instrument, and acknowledged the same to be his free act and deed
and the free act and deed of said Town of Wallingford.

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of JOHN F. KRANYAK and ANN C. KRANYAK, both of the Town of Wallingford, County of New Haven and State of Connecticut, and their heirs and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by JOHN F. KRANYAK and ANN C. KRANYAK required in an easement given to the Town of Wallingford by Francis T. Busse, dated September 10, 1891 and recorded September 14, 1891 in Volume 81 at Page 212 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in their instrument recorded in Volume 81 at Page 212 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by John F. Kranyak and Ann C. Kranyak.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 81 at Page 212 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

BY:

William W. Dickinson, Jr.
Its Mayor
duly authorized

STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the
Town of Wallingford, signer and sealer of the foregoing
instrument, and acknowledged the same to be his free act and deed
and the free act and deed of said Town of Wallingford.

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut does hereby RELEASE and DISCHARGE ALAN S. VINE of the Town of Wallingford, County of New Haven and State of Connecticut, and his heirs and assigns, of any and all rights the Town of Wallingford obtained over land presently owned by ALAN S. VINE by way of an easement from James D. Bartholomew, dated September 10, 1891 and recorded September 14, 1892 in Volume 81 at Page 214 of the Wallingford Land Records, intending only to release of the referenced easement land presently owned by Alan S. Vine and to not release any other lands effected by the easement from James D. Bartholomew.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

BY:

William W. Dickinson, Jr.
Its Mayor
duly authorized

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of COOKE REALTY CORPORATION, a corporation organized and existing under the laws of the State of Connecticut, and its successors and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by COOKE REALTY CORPORATION, required in an easement given to the Town of Wallingford by George W. Cooke, dated September 10, 1891 and recorded September 14, 1891 in Volume 81 at Page 219 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in the instrument recorded in Volume 81 at Page 219 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by Cooke Realty Corporation.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 81 at Page 219 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of JOHN CELLA and EDWARD CELLA, both of the Town of Wallingford, County of New Haven and State of Connecticut, and their heirs and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by JOHN CELLA and EDWARD CELLA acquired in an easement given to the Town of Wallingford by Charles F. Bartholomew dated September 24, 1891 in Volume 81 at Page 225 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in their instrument recorded in Volume 81 at Page 225 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by John Cella and Edward Cella.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 81 at Page 225 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of GEORGE W. COOKE, of the Town of Wallingford, County of New Haven and State of Connecticut, and his heirs and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by GEORGE W. COOKE, required in an easement given to the Town of Wallingford by L. Morelle Cooke, dated October 15, 1923 and recorded October 15, 1923 in Volume 138 at Page 339 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in the instrument recorded in Volume 138 at Page 339 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by George W. Cooke.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 138 at Page 339 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of COOKE REALTY CORPORATION, a corporation organized and existing under the laws of the State of Connecticut, and its successors and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by COOKE REALTY CORPORATION, required in an easement given to the Town of Wallingford by George W. Cooke, dated October 15, 1923 and recorded October 15, 1923 in Volume 140 at Page 357 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in the instrument recorded in Volume 140 at Page 357 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by Cooke Realty Corporation.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 140 at Page 357 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

BY:

William W. Dickinson, Jr.
Its Mayor
duly authorized

STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the
Town of Wallingford, signer and sealer of the foregoing
instrument, and acknowledged the same to be his free act and deed
and the free act and deed of said Town of Wallingford.

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of COAG FARM, INC., a corporation organized and existing under the laws of the State of Connecticut, and its successors and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by COAG FARM, INC., required in an easement given to the Town of Wallingford by Rudolph Miller and August Miller, dated January 19, 1933 and recorded February 3, 1933, in Volume 162 at Page 538 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in the instrument recorded in Volume 162 at Page 538 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by Coag Farm, Inc.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 162 at Page 538 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

BY:

William W. Dickinson, Jr.
Its Mayor
duly authorized

STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the
Town of Wallingford, signer and sealer of the foregoing
instrument, and acknowledged the same to be his free act and deed
and the free act and deed of said Town of Wallingford.

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of JOHN F. KRANYAK and ANN C. KRANYAK, both of the Town of Wallingford, County of New Haven and State of Connecticut, and their heirs and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by JOHN F. KRANYAK and ANN C. KRANYAK required in an easement given to the Town of Wallingford by Andrew Krajnyak and Mary Krajnyak, dated February 1, 1933 and recorded February 3, 1933 in Volume 162 at Page 539 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in their instrument recorded in Volume 162 at Page 539 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by John F. Kranyak and Ann C. Kranyak.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 162 at Page 539 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, does hereby RELEASE AND DISCHARGE land of JOHN CELLA and EDWARD CELLA, both of the Town of Wallingford, County of New Haven and State of Connecticut, and their heirs and assigns forever, from the right to locate, construct and maintain a line of pipes through said land presently owned by JOHN CELLA and EDWARD CELLA acquired in an easement given to the Town of Wallingford by Carrie D. Bartholomew, Augustus J. Bartholomew, Dale C. Bartholomew and D. William Bartholomew, dated July 15, 1936 in Volume 172 at Page 509 of the Wallingford Land Records, intending to release only the right to locate, construct and maintain the line of pipes under the right acquired in their instrument recorded in Volume 172 at Page 509 of the Wallingford Land Records, and only insofar as said rights affect land presently owned by John Cella and Edward Cella.

In no way does this instrument give up or release other rights, interests, titles or uses acquired by the Town of Wallingford and/or its predecessors by way of the instrument recorded in Volume 172 at Page 509 of said Wallingford Land Records.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut does hereby RELEASE and DISCHARGE ALAN S. VINE of the Town of Wallingford, County of New Haven and State of Connecticut, and his heirs and assigns, of any and all rights the Town of Wallingford obtained over land presently owned by ALAN S. VINE by way of an easement from Felix Pomiechowski and Nelson Harris dated June 21, 1938 and recorded June 27, 1938 in Volume 178 at Page 357 of the Wallingford Land Records, intending only to release of the referenced easement land presently owned by Alan S. Vine and to not release any other lands effected by the easement from Felix Pomiechowski and Nelson Harris.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

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

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut does hereby RELEASE and DISCHARGE ALAN S. VINE of the Town of Wallingford, County of New Haven and State of Connecticut, and his heirs and assigns, of any and all rights the Town of Wallingford obtained over land presently owned by ALAN S. VINE by way of an easement from the Barnett Development Corporation, dated April 18, 1977 and recorded July 6, 1977 in Volume 455 at Page 586 of the Wallingford Land Records, intending only to release of the referenced easement land presently owned by Alan S. Vine and to not release any other lands effected by the easement from Barnett Development Corporation.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand and seal this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WALLINGFORD

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

STATE OF CONNECTICUT:
: ss. Wallingford
COUNTY OF NEW HAVEN :

Personally appeared, WILLIAM W. DICKINSON, JR., Mayor of the Town of Wallingford, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said Town of Wallingford.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That JOHN B. STEVENS and MARCIA E. STEVENS, of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter referred to as "Grantor") for the consideration of ONE AND 00/100 (\$1.00) DOLLAR and other valuable consideration received to their full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "Grantee") do hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a 50-foot wide utility easement over land of the Grantor located in the Town of Wallingford, County of New Haven and State of Connecticut, as shown on a map entitled, "Map of Utility Easement to be Acquired by Town of Wallingford over land of John & Marcia Stevens as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road Wallingford, Connecticut", Project No. 90-117, Date: Feb. 1992, Scale: 1"=40'; Sheet No. 3 of 12, Juliano Associates, Consulting Engineers & Land Surveyors, which map is on file in the Wallingford Land Records. Said easement is more particularly described on

TOWN OF WALLINGFORD • DEPARTMENT OF LAW
45 SOUTH MAIN STREET • WALLINGFORD, CT 06492 • (203) 294-2140 • JURIS NO. 66020

"No Conveyance Tax collected"
Kathryn J. Wall
Town Clerk of Wallingford"

^{CRS}
"No Conveyance Tax collected"
Kathryn J. Wall
Town Clerk of Wallingford"

"Schedule A" attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing utility pipes underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes. The right to maintain is agreed to include the right to "blowoff" water onto the ground surface, which water may runoff outside of the easement area.

It is understood and agreed that all utility pipes are to be underground and that all appurtenances shall also be located underground whenever possible in light of proper engineering standards.

The Grantee agrees, for itself and its successors and assigns, to restore the land within said easement to as nearly its present

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condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing of said utility pipes.

The Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipes.

The Grantor herein agrees not to make any changes in grade in said easement greater than twelve (12") inches up or down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the said utility pipes.

The Grantor agrees that within the limits of said easement the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said pipes and appurtenances.

TO HAVE AND TO HOLD the above granted rights, privileges and authority unto the said Grantee, its successors and assigns, forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands

and seal this 13 day of April, 1992.

Signed, Sealed and Delivered
in the Presence of:

William W. Dickinson, Jr.
William W. Dickinson, Jr.

John B. Stevens
JOHN B. STEVENS

Gerald E. Farrell
Gerald E. Farrell

Marcia E. Stevens
MARCIA E. STEVENS

William W. Dickinson, Jr.
William W. Dickinson, Jr.
Gerald E. Farrell
Gerald E. Farrell

STATE OF CONNECTICUT : ss. Wallingford April 13, 1992
COUNTY OF NEW HAVEN :

Personally appeared, JOHN B. STEVENS and MARCIA E. STEVENS, signers and sealers of the foregoing instrument, who acknowledged the same to be their free act and deed before me this 13th day of April, 1992.

Gerald E. Farrell
Gerald E. Farrell
Comm. of the Superior Court

TOWN OF WALLINGFORD • DEPARTMENT OF LAW
45 SOUTH MAIN STREET • WALLINGFORD, CT 06492 • (203) 294-2140 • JURIS NO. 68020

VOL. 726 PAGE 0767

SCHEDULE A

Utility Easement
to be acquired over
the land of John and Marcia Stevens

Beginning at a point on the common boundary line between Stevens, Et Al, (Assessors parcel designation 211-001-013A) and John & Marcia Stevens (Assessors parcel designation 211-001-013).

thence at an azimuth of 107°-25'-00", 233 ± feet to a point on the common boundary line of said John & Marcia Stevens and Cooke Realty Corporation (Assessors parcel designation 210-001-001)

thence southerly along the common boundary line of said Cook Realty Corporation and said John & Marcia Stevens 50 ± feet to a point;

thence at an azimuth of 287°-25'-00", 235 ± feet to a point on the common boundary line of said Stevens, Et Al, and said John & Marcia Stevens;

thence in a northerly direction, along the common boundary line of said Stevens, Et Al, and said John & Marcia Stevens 50 ± feet to the point of beginning.

Said easement is more particularly shown on a map entitled "Map Of Utility Easement to be Acquired by Town of Wallingford over Land of John & Marcia Stevens as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road, Wallingford, Connecticut. February 1992, Scale 1"=40', Sheet 3 of 12."

Said map to be placed on file in the land records of the Town of Wallingford.

RECEIVED FOR RECORD APR 13 1992
AT 3:27 P.M. AND RECORDED BY
Kathryn J. Hall TOWN CLERK

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That JOHN B. STEVENS and JOHN B. STEVENS, JR. of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter referred to as "Grantor") for the consideration of ONE AND 00/100 (\$1.00) DOLLAR and other valuable consideration received to their full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "Grantee") do hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a 50-foot wide utility easement over land of the Grantor located in the Town of Wallingford, County of New Haven and State of Connecticut, as shown on a map entitled, "Map of Utility Easement to be Acquired by Town of Wallingford over land of Stevens, et al as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road Wallingford, Connecticut", Project No. 90-117, Date: Feb. 1992, Scale: 1"=40'; Sheet No. 2 of 12, Juliano Associates, Consulting Engineers & Land Surveyors, which map is on file in the Wallingford Land Records. Said easement is more particularly described on

*No Conveyance Tax collected

Kathryn J. Wall
Town Clerk of Wallingford

^{CRS}
*No Conveyance Tax collected

Kathryn J. Wall
Town Clerk of Wallingford

"Schedule A" attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing utility pipes underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes. The right to maintain is agreed to include the right to "blowoff" water onto the ground surface, which water may runoff outside of the easement area.

It is understood and agreed that all utility pipes are to be underground and that all appurtenances shall also be located underground whenever possible in light of proper engineering standards.

The Grantee agrees, for itself and its successors and assigns, to restore the land within said easement to as nearly its present

condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing of said utility pipes.

The Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipes.

The Grantor herein agrees not to make any changes in grade in said easement greater than twelve (12") inches up or down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the said utility pipes.

The Grantor agrees that within the limits of said easement the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said pipes and appurtenances.

TO HAVE AND TO HOLD the above granted rights, privileges and authority unto the said Grantee, its successors and assigns, forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands

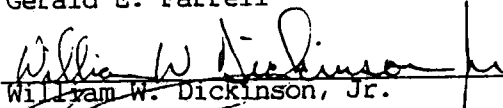
and seal this 13th day of April, 1992.

Signed, Sealed and Delivered
in the Presence of:




William W. Dickinson, Jr.

Gerald E. Farrell



William W. Dickinson, Jr.

Gerald E. Farrell



JOHN B. STEVENS



JOHN B. STEVENS, JR.

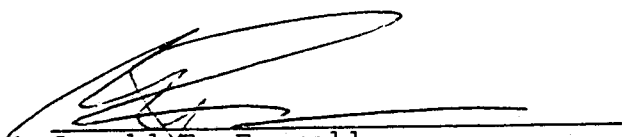
STATE OF CONNECTICUT:

: ss. Wallingford

April 13, 1992

COUNTY OF NEW HAVEN :

Personally appeared, JOHN B. STEVENS and JOHN B. STEVENS,
signers and sealers of the foregoing instrument, who acknowledged the
same to be their free act and deed before me this 13th day of April,
1992.



Gerald E. Farrell
Comm. of the Superior Court

SCHEDULE A

Utility Easement
to be acquired over
the land of Stevens, Et Al

Beginning at a point on the common boundary line of Cooke Realty Corporation (Assessor's Parcel designation 211-001-026) and Stevens, Et Al, (Assessor's Parcel designation 211-001-013A)

thence at an azimuth of 106°-44'-57", 269 ± feet to a point;

thence at an azimuth of 59°-25'-25", 19 ± feet to a point;

thence at an azimuth of 107°-25'-00", 24 ± feet to a point on the common boundary line of said Stevens, Et Al, and Simpson & Hall (Trustees) (Assessor's parcel designation 211-001-011);

thence southerly along the common line of said Stevens, Et Al, and said Simpson & Hall (Trustees) 50 ± feet to a point;

thence at an azimuth of 239°-25'-25", 19 ± feet to a point;

thence at an azimuth of 286°-44'-57", 291 ± feet to a point on the common boundary line of said Stevens, Et Al, and said Cooke Realty Corporation;

thence northerly along the common boundary line between said Stevens, Et Al, and Cook Realty Corporation, 50 ± feet to the point of beginning.

Said easement is more particularly shown on a map entitled "Map of Utility Easement to be Acquired by Town of Wallingford over Land of Stevens, Et Al, as part of an overall utility easement From Pistapaug Pond Reservoir To Northford Road, Wallingford, Connecticut, February 1992, Scale 1"=40', Sheet 2 of 12."

Said map to be placed on file in the land records of the Town of Wallingford.

RECEIVED FOR RECORD APR 13 1992
AT 3:29 P M AND RECORDED BY
Kathryn J. Hall TOWN CLERK

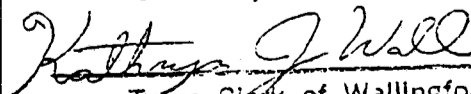
TOWN OF WALLINGFORD • DEPARTMENT OF LAW
45 SOUTH MAIN STREET • WALLINGFORD, CT 06492 • (203) 294-2140 • JURIS NO. 66020

UTILITY EASEMENT

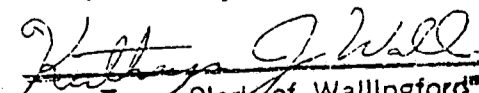
KNOW ALL MEN BY THESE PRESENTS, That JOHN F. KRANYAK and ANN C. KRANYAK, both of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter referred to as "Grantor") for the consideration of ONE AND 00/100 (\$1.00) DOLLAR and other valuable consideration received to their full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "Grantee") do hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a 100-foot wide utility easement over land of the Grantor located in the Town of Wallingford, County of New Haven and State of Connecticut, as shown on a map entitled, "Map of Utility Easement to be Acquired by Town of Wallingford over land of Kranyak as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road Wallingford, Connecticut", Project No. 90-117, Date: Feb. 1992, Scale: 1"=40'; Sheet No. 8 of 12, Juliano Associates, Consulting Engineers & Land Surveyors, which map is on file in the Wallingford Land Records. Said easement is more particularly described on

TOWN OF WALLINGFORD • DEPARTMENT OF LAW
45 SOUTH MAIN STREET • WALLINGFORD, CT 06492 • (203) 294-2140 • JURIS NO. 66020

"No Conveyance Tax collected


Town Clerk of Wallingford"

^{CRS}
"No Conveyance Tax collected


Town Clerk of Wallingford"

"Schedule A" attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing utility pipes and conduit underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes. The right to maintain is agreed to include the right to "blowoff" water onto the ground surface, which water may runoff outside of the easement area.

It is understood and agreed that all utility pipes and conduit are to be underground and that all appurtenances shall also be located underground whenever possible in light of proper engineering standards.

The Grantee agrees, for itself and its successors and assigns, to restore the land within said easement to as nearly its present

VOL. 728 PAGE 0897

condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing of said utility pipes and conduit.

The Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipes and conduit.

The Grantor herein agrees not to make any changes in grade in said easement greater than twelve (12") inches up or down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the said utility pipes and conduit.

The Grantor agrees that within the limits of said easement the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said pipes, conduit and appurtenances.

TO HAVE AND TO HOLD the above granted rights, privileges and authority unto the said Grantee, its successors and assigns, forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seal this 27th day of April, 1992.

Signed, Sealed and Delivered in the Presence of:

Theodore Lendler
Theodore Lendler) as to
Elizabeth Allen) all
Elizabeth Allen) parties

John F. Kranyak
JOHN F. KRANYAK

Ann C. Kranyak
ANN C. KRANYAK

STATE OF CONNECTICUT:
: ss. Wallingford
COUNTY OF NEW HAVEN :

April 27, 1992

Personally appeared, JOHN F. KRANYAK and ANN C. KRANYAK, signers and sealers of the foregoing instrument, who acknowledged the same to be their free act and deed before me, this 27th day of April, 1992.

Theodore Lendler
Theodore Lendler
Commissioner of the Superior Court

SCHEDULE A

Utility Easement
to be acquired over
the land of Kranyak

Beginning at a point on the common boundary line of Cooke Realty Corporation (Assessors parcel designation 206-001-006) and Kranyak (Assessors parcel designation 206-001-005).

thence at an azimuth at $127^{\circ}-05'-10''$, $747 \pm$ feet to a point;

thence at an azimuth of $116^{\circ}-50'-20''$, $45 \pm$ feet to a point on the common boundary line of said Kranyak and Cooke (Assessors parcel designation 210-001-002)

thence in a southwesterly direction along the common line of said Cooke and said Kranyak $15 \pm$ feet, $22 \pm$ feet, and $177 \pm$ feet to a point;

thence at an azimuth of $307^{\circ}-05'-10''$, $558 \pm$ feet to a point on the common boundary line of said Cooke Realty Corporation and said Kranyak;

thence in a northerly direction along the common line of said Cooke Realty Corporation and said Kranyak $19 \pm$ feet, $76 \pm$ feet, and $25 \pm$ feet to the point of beginning.

Said easement is more particularly shown on a map entitled "Map of Utility Easement to be Acquired by Town of Wallingford over Land of Kranyak as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road, Wallingford, Connecticut, February 1992, Scale $1'=40''$, Sheet 8 of 12".

Said map to be placed on file in the land records of Town of Wallingford.

RECEIVED FOR RECORD MAY 8 1992
AT 2:10 P.M. AND RECORDED BY
Kathryn J. Wall TOWN CLERK

KNOW ALL MEN BY THESE PRESENTS, That Alan S. Vine of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter referred to as "Grantor") for the consideration of One Dollar (\$1.00) and other valuable consideration received to his full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation created by the General Assembly of the State of Connecticut, and located in the County of New Haven and State of Connecticut (hereinafter referred to as "Grantee") does hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a utility easement located at 80 South Branford Road in the Town of Wallingford, County of New Haven and State of Connecticut, as shown on a map entitled "Map of Utility Easements to be Acquired by Town of Wallingford over land of Vine as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road Wallingford, Connecticut" Juliano Associates, Date: FEB. 1992, Scale: 1" = 40', Sheet No. 12 of 12, which map is on file in the Wallingford Land Records, said easement being more particularly described on "Schedule A" attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing the utility pipes and conduits underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property

"No Conveyance Tax collected"

Kathryn J. Wall
Town Clerk of Wallingford"

^{CRS}
"No Conveyance Tax collected"

Kathryn J. Wall
Town Clerk of Wallingford"

TOWN OF WALLINGFORD - DEPARTMENT OF LAW
45 SOUTH MAIN STREET - WALLINGFORD, CT 06492 - (203) 294-2140 - JURIS NO. 86020

VOL. 728 PAGE 0903

whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes. The right to maintain is agreed to include the right to "blowoff" water onto the ground surface, which water may run outside of the easement area.

It is understood and agreed that all utility pipes and conduits are to be underground and that all appurtenances shall also be located underground whenever possible in light of proper engineering standards.

The Grantee agrees, for itself and its successors and assigns, that promptly following the completion of any work that may be done by it in connection with the rights herein granted, it will restore the land, including any paving disturbed by any such work within said easement to as nearly as good a condition as the same may be in immediately prior to the beginning of said work or as near to its present condition as is possible commensurate with the use contemplated of the easement and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing said utility pipes and to restore any land of Grantor's beyond the easement affected by "blowoff" of water.

The Grantee herein shall have (1) the obligation to permit Grantor and Grantor's heirs and assigns to connect to said utility pipes and conduits (for future development, if any, of Grantor's remaining land abutting this easement) if and when the Grantee's minimum service connection standards have been complied

with, without any special benefit assessment but (a) only with respect to Grantor's existing house and up to four (4) additional dwelling units on Grantor's rear land and (b) subject to any customary service installation fee, connection charge and/or annual user fee; and (2) the right to permit all other present property owners abutting this easement, their heirs and assigns, to connect to said utility pipes and conduits within the easement if and when the Grantee's minimum service connection standards have been complied with.

The Grantor herein agrees not to make any changes in grade in said easement greater than twenty (20") inches up or twelve (12") inches down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the said utility pipes.

The Grantor agrees that within the limits of said easement, the Grantor will not construct any building or other structure (however, Grantor shall be permitted to construct and install reasonable roadways, curbs, drainage facilities, utilities and the like upon Grantee's consent (which shall not unreasonably be withheld so long as they are designed to be reasonably constructed and installed with due regard for foreseeable and planned expanded use of this utility easement and all applicable engineering standards)) or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said pipes and appurtenances.

TO HAVE AND TO HOLD, the above granted rights, privileges

VOL. 728 PAGE 0905

and authority unto the said Grantee, its successors and assigns forever, to their own proper use and behoof.

BY ACCEPTANCE OF THIS EASEMENT GRANTEE acknowledges and agrees that it and its successors and assigns are subject to the terms of a side letter dated May 7, 1992 as supplemented and amended, signed by Grantor and Grantee, a copy of which side letter as amended shall be retained and kept at the offices of the Wallingford Town Counsel for inspection by creditors of either Grantor or Grantee, actual encumbrancers of Grantor's premises, potential encumbrances of Grantor's premises and other persons needing to rely on the Wallingford Land Records in connection with Grantors premises and which side letter as amended, shall survive the execution of this Easement.

IN WITNESS WHEREOF, the Grantor has/have hereunto set his/their hand and seal this 7th day of May, 1992.

Signed, sealed and delivered in the presence of:

Joan M. Stave
JOAN M. STAVE

Alan S. Vine
Alan S. Vine

Dianne Acevedo
DIANNE ACEVEDO

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

ss: Wallingford, May 7, 1992

Personally appeared Alan S. Vine signer and sealer of the foregoing instrument and who acknowledge the same to be his free act and deed before me this 7th day of May, 1992.

Dianne Acevedo
~~Commissioner of the Superior Court~~
Notary Public DIANNE ACEVEDO
My Commission Expires: 3-31-95

TOWN OF WALLINGFORD • DEPARTMENT OF LAW
45 SOUTH MAIN STREET • WALLINGFORD, CT 06492 • (203) 294-2140 • JURIS NO. 66020

SCHEDULE A

Utility Easements
to be acquired over
the land of Vine

Easement A

Beginning at a point on the easterly highway line of South Branford Road and land of Vine (Assessors parcel designation (206-001-002A)).

thence at an azimuth of $89^{\circ}-53'-33''$, 720 \pm feet to a point on the common boundary line of said Vine and Vine (Assessors parcel designation 206-001-028)

thence southerly along the common boundary line of said Vine and said Vine 45 \pm feet to a point;

thence at an azimuth of $269^{\circ}-53'-33''$, 716 \pm feet to a point on the easterly highway line of South Branford Road;

thence northerly 45 \pm feet to the point of beginning.

Easement B

Beginning at a point on the common boundary line of Vine (Assessors parcel designation 206-001-002A) and Vine (Assessors parcel designation 206-001-028)

thence at an azimuth of $87^{\circ}-53'-33''$, 115 \pm feet to a point;

thence at an azimuth of $76^{\circ}-53'-33''$, 113 \pm feet to a point on the common boundary line of said Vine and the Town of Wallingford (Assessors parcel designation 201-001-003);

thence southerly along the common line of said Vine and said Town of Wallingford 46 \pm feet to a point;

thence at an azimuth of $256^{\circ}-53'-33''$, 106 \pm feet to a point;

thence at an azimuth of $267^{\circ}-53'-33''$, 122 \pm feet to a point on the common boundary line of said Vine and said Vine, then northerly along the common boundary line of said Vine and said Vine 45 \pm feet to the point of beginning.

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Easement C

Beginning at a point on the common boundary line of Steadman (Assessors parcel designation 206-001-004A) and Vine (Assessors parcel designation 206-001-028).

thence at an azimuth of $54^{\circ}-43'-30''$, 144 \pm feet to a point on the common boundary line of said Vine and Town of Wallingford (Assessors parcel designation 201-001-003);

thence southerly along the common line of said Vine and said Town of Wallingford 20 \pm feet to a point;

thence easterly along the common line of said Vine and said Town of Wallingford 76 \pm feet to a point;

thence at an azimuth of $234^{\circ}-43'-30''$, 214 \pm feet to a point on the common line of said Steadman and said Vine;

thence northerly along the common line of said Steadman and said Vine 69 \pm feet to the point of beginning.

Said easements A, B, and C are more particularly shown on a map entitled "Map of Utility Easements to be Acquired by Town of Wallingford over Land of Vine as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road, Wallingford, Connecticut, February 1992, Scale 1"=40' Feet, Sheet 12 of 12".

Said map to be placed on file in the land records of the Town of Wallingford.

RECEIVED FOR RECORD MAY 8 1992
AT 2:15 P. M. AND RECORDED BY

Kathryn J. Wall TOWN CLERK

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That JOHN CELLA and EDWARD CELLA, both of the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter referred to as "Grantor") for the consideration of ONE AND 00/100 (\$1.00) DOLLAR and other valuable consideration received to their full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "Grantee") do hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a 100-foot wide utility easement over land of the Grantor located in the Town of Wallingford, County of New Haven and State of Connecticut, as shown on a map entitled, "Map of Utility Easement to be Acquired by Town of Wallingford over land of Cella as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road Wallingford, Connecticut", Project No. 90-117, Date: Feb. 1992, Scale: 1"=40'; Sheet No. 11 of 12, Juliano Associates, Consulting Engineers & Land Surveyors, which map is on file in the Wallingford Land Records. Said easement is more particularly described on "Schedule A" attached

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Kathryn J. Wall

 Town Clerk of Wallingford"

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 Town Clerk of Wallingford"

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hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing utility pipes and conduit underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes. The right to maintain is agreed to include the right to "blowoff" water onto the ground surface, which water may runoff outside of the easement area.

It is understood and agreed that all utility pipes and conduit are to be underground and that all appurtenances shall also be located underground whenever possible in light of proper engineering standards. The initial installation of pipes must be at a level of at least four and one-half (4-1/2') feet below grade.

The Grantee agrees, for itself and its successors and assigns,

to restore the land within said easement to as nearly its present condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing of said utility pipes and conduit.

The Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipes and conduit.

The Grantor herein, for themselves, their heirs and assigns, agrees that they will not decrease the grade in any manner which would reduce the ground cover above the top of the Grantee's pipes or conduits to less than forty-two (42") inches, nor raise the grade by more than thirty (30") inches without advance prior approval of the Town, which approval will not be unreasonably withheld.

The Grantor agrees that within the limits of said easement the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said pipes, conduit and appurtenances. The Grantor reserves the right to locate within the easement area such appurtenances for feeding and

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watering and grazing of cattle as are consistent with this ownership of the fee interest in said property but not inconsistent with the rights of the Grantee herein.

The Grantee agrees for itself, its successors and assigns to take all reasonable actions not violative of law to maintain or restore the present water flow draining from a pipe on said Grantors' premises if said flow is interrupted or lessened by the construction activities of the Town, so long as the water flow is not identified as being from the Town's existing water mains.

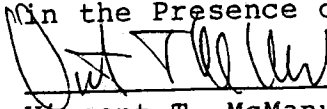
It is understood and agreed between the parties hereto that this easement in no way effects, supersedes or lessens any rights which the Grantors herein, their heirs and assigns have by virtue of an instrument recorded in Volume 70 at Pages 506, 507 and 508 of the Wallingford Land Records, and the Town recommits itself to maintain adequate flow in said stream to permit the watering of Grantors' livestock.

TO HAVE AND TO HOLD the above granted rights, privileges and authority unto the said Grantee, its successors and assigns, forever, to their own proper use and behoof.

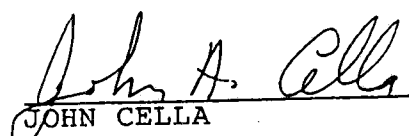
IN WITNESS WHEREOF, the Grantor has hereunto set their hands

and seal this 8th day of May, 1992.

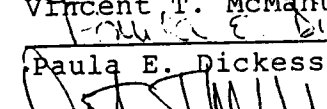
Signed, Sealed and Delivered
in the Presence of:



Vincent T. McManus, Jr.



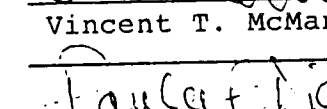
JOHN CELLA




Paula E. Dickess



EDWARD CELLA



Vincent T. McManus, Jr.



Paula E. Dickess

STATE OF CONNECTICUT:

: ss. Wallingford

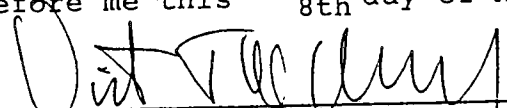
8th

May

, 1992

COUNTY OF NEW HAVEN :

Personally appeared, JOHN CELLA and EDWARD CELLA, signers and sealers of the foregoing instrument, who acknowledged the same to be their free act and deed before me this 8th day of May, 1992.



Vincent T. McManus, Jr.
Commissioner of the Superior Court

SCHEDULE A

Utility Easement
to be acquired over
the land of Cella

Beginning at a point on the common boundary line of Daybourne Associates (Assessors parcel designation 206-001-002X) and Cella (Assessors parcel designation 206-001-001).

thence at an azimuth of 112°-00'-45", 79 ± feet to a point;

thence at an azimuth of 76°-18'-32", 103± feet to a point;

thence at an azimuth of 54°-15'-00", 700 ± feet to a point;

thence at an azimuth of 9°-15'-00", 42 ± feet to a point;

thence at an azimuth of 54°-15'-00", 350 ± feet to a point on the westerly highway line of South Branford Road;

thence southerly along the highway line of said South Branford Road 110 ± feet to a point;

thence at an azimuth of 234°-15'-00", 263 ± feet to a point;

thence at an azimuth of 189°-15'-00", 42 ± feet to a point;

thence at an azimuth of 234°-15'-00", 761 ± feet to a point;

thence at an azimuth of 256°-18'-32", 155 ± feet to a point;

thence at an azimuth of 292°-00'-45", 105 ± feet to a point on the common boundary line of said Cella and said Daybourne Associates;

thence northerly along the common boundary line of said Daybourne Associates and said Cella 32 ± feet and 68± feet to the point of beginning.

Said easement is more particularly shown on a map entitled "Map Utility Easement to be Acquired by Town of Wallingford over Land of Cella as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road, Wallingford, Connecticut, February 1992, Scale 1"=40', Sheet 11 of 12".

Said map to be placed on file in the land records of the Town of Wallingford.

TOWN OF WALLINGFORD • DEPARTMENT OF LAW
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RECEIVED FOR RECORD MAY 8. 1992
AT 2:17 P.M. AND RECORDED BY
Kathryn J. Wall TOWN CLERK

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That GEORGE W. COOKE, of the Town of Wallingford, County of New Haven and State of Connecticut, (hereinafter referred to as "Grantor"), for the consideration of ONE AND 00/100 (\$1.00) DOLLAR and other valuable consideration received to his full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "Grantee") does hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a utility easement over land of the Grantor located in the Town of Wallingford, County of New Haven and State of Connecticut, as shown on a map entitled, "Map of Utility Easement to be Acquired by Town of Wallingford over land of Cooke as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road Wallingford, Connecticut", Project No. 90-117, Date: Feb. 1992, Scale: 1"=40'; Juliano Associates, Consulting Engineers & Land Surveyors, which map consists of a total of 12 sheets and is on file in the Wallingford Land Records. Particular reference may be had to sheet No. 9. Said easement is more particularly described on

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"No Conveyance Tax collected

Kathryn J. Wall

 Town Clerk of Wallingford"

^{CRS}
 "No Conveyance Tax collected

Kathryn J. Wall

 Town Clerk of Wallingford"

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Schedules A attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing utility pipes and conduit underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes. The right to maintain is agreed to include the right to "blowoff" water onto the ground surface, which water may runoff outside of the easement area.

It is understood and agreed that all utility pipes and conduit are to be underground and that all appurtenances shall also be located underground whenever possible in light of proper engineering standards.

The Grantee agrees, for itself and its successors and assigns, to restore the land within said easement to as nearly its present

condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing of said utility pipes and conduit.

The Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipes and conduit.

The Grantor herein agrees not to make any changes in grade in said easement greater than twelve (12") inches up or down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the said utility pipes and conduit.

The Grantor agrees that within the limits of said easement the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said pipes, conduit and appurtenances.

TO HAVE AND TO HOLD the above granted rights, privileges and authority unto the said Grantee, its successors and assigns, forever, to their own proper use and behoof.

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IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 7TH day of May, 1992.

Signed, Sealed and Delivered in the Presence of:

Dianne Acevedo
Dianne Acevedo

Joan M. Stave
Joan M. Stave

George W. Cooke
GEORGE W. COOKE

STATE OF CONNECTICUT : ss. Wallingford
COUNTY OF NEW HAVEN :

May 7, 1992

Personally appeared, GEORGE W. COOKE, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, before me.

Dianne Acevedo
Dianne Acevedo
Notary Public
My Comm. Expires 3/31/95

SCHEDULE AUtility Easement
to be acquired over
the land of Cooke

Beginning at a point on the common boundary line of Kranyak (Assessors parcel designation 206-001-005) and Cooke (Assessors parcel designation 210-001-002).

thence at an azimuth at $116^{\circ}-50'-20''$, 287 \pm feet to a point;

thence at an azimuth of $112^{\circ}-00'-45''$, 77.27 feet to a point;

thence at an azimuth of $323^{\circ}-31'-40''$, 114.40 feet to a point;

thence at an azimuth of $53^{\circ}-31'-40''$, 20.00 feet to a point;

thence at an azimuth of $143^{\circ}-31'-40''$, 147.02 feet to a point;

thence at an azimuth of $112^{\circ}-00'-45''$, 611 \pm feet to a point on the common boundary line of said Cooke and Daybourne Associates (Assessors parcel designation 206-001-002X);

thence southerly along the common boundary line of said Cooke and said Daybourne Associates 6 \pm feet, 70 \pm feet, and 51 \pm feet to a point;

thence at an azimuth of $292^{\circ}-00'-45''$, 742 \pm feet to a point;

thence at an azimuth of $300^{\circ}-59'-50''$, 361 \pm feet to a point;

thence at an azimuth of $307^{\circ}-05'-10''$, 125 \pm feet to a point on the common boundary line of said Cooke and said Kranyak;

thence in a northeasterly direction along the common line of said Kranyak and said Cooke 177 \pm feet, 22 \pm feet, and 15 \pm feet to the point of beginning.

Said easement is more particularly shown on a map entitled "Map of Utility Easement to be Acquired by Town of Wallingford over Land of Cooke as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road, Wallingford, Connecticut, February 1992, Scale 1"=40', Sheet 9 of 12".

Said map to be placed on file in the land records of the Town of Wallingford.

RECEIVED FOR RECORD MAY 8 1992
AT 4:07 P.M. AND RECORDED BY
Kathryn J. Wall TOWN CLERK

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That COAG FARM, INC., a corporation organized and existing under the laws of the State of Connecticut, with a principal place of business located in the Town of Wallingford, County of New Haven and State of Connecticut, acting herein by GEORGE W. COOKE, its president, duly authorized (hereinafter referred to as "Grantor"), for the consideration of ONE AND 00/100 (\$1.00) DOLLAR and other valuable consideration received to its full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "Grantee") does hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a utility easement over land of the Grantor located in the Town of Wallingford, County of New Haven and State of Connecticut, as shown on a map entitled, "Map of Utility Easement to be Acquired by Town of Wallingford over land of Coag Farm, Inc. as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road Wallingford, Connecticut", Project No. 90-117, Date: Feb. 1992, Scale: 1"=40'; Juliano Associates,

TOWN OF WALLINGFORD • DEPARTMENT OF LAW
 45 SOUTH MAIN STREET • WALLINGFORD, CT 06492 • (203) 294-2140 • JURIS NO. 66020

^{CAS}
 "No Conveyance Tax collected"
Kathryn J. Wall

 Town Clerk of Wallingford"

"No Conveyance Tax collected"
Kathryn J. Wall

 Town Clerk of Wallingford"

Consulting Engineers & Land Surveyors, which map consists of a total of 12 sheets and is on file in the Wallingford Land Records. Particular reference may be had to sheet No. 6. Said easement is more particularly described on Schedules A attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing utility pipes and conduit underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes. The right to maintain is agreed to include the right to "blowoff" water onto the ground surface, which water may runoff outside of the easement area.

It is understood and agreed that all utility pipes and conduit are to be underground and that all appurtenances shall also be

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located underground whenever possible in light of proper engineering standards.

The Grantee agrees, for itself and its successors and assigns, to restore the land within said easement to as nearly its present condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing of said utility pipes and conduit.

The Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipes and conduit.

The Grantor herein agrees not to make any changes in grade in said easement greater than twelve (12") inches up or down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the said utility pipes and conduit.

The Grantor agrees that within the limits of said easement the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said

pipes, conduit and appurtenances.

TO HAVE AND TO HOLD the above granted rights, privileges and authority unto the said Grantee, its successors and assigns, forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 7th day of May, 1992.

Signed, Sealed and Delivered in the Presence of:

Dianne Acevedo
Dianne Acevedo

Joan M. Stave
Joan M. Stave

COAG FARM, INC.

BY: George W. Cooke
George W. Cooke
Its president
duly authorized

STATE OF CONNECTICUT: : ss. Wallingford
COUNTY OF NEW HAVEN :

May 7, 1992

Personally appeared, GEORGE W. COOKE, as president of Coag Farm, Inc., signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

Dianne Acevedo
Dianne Acevedo
~~Commissioner of the Superior Court~~
Notary Public
My Comm. Expires 3/31/95

VOL. 728 PAGE 0956

SCHEDULE A

Utility Easement
to be acquired over
land of Coag Farm, Inc.

Beginning at a point on the common boundary line of Cooke Realty Corporation (Assessors parcel designation 210-001-001) and Coag Farm, Inc., (Assessors parcel designation 206-001-007).

thence at an azimuth of $127^{\circ}-05'-10''$, 592 \pm feet to a point on the westerly highway line of Cooke Road;

thence southerly along the highway line of said Cooke Road 102 \pm feet to a point;

thence at an azimuth of $307^{\circ}-05'-10''$, 525 \pm feet to a point on the common boundary line of said Cooke Realty and said Coag Farm, Inc.;

thence northerly along the common boundary line of said Cooke Realty Corporation and said Coag Farm Inc., 110 \pm feet to the point of beginning.

Said easement is more particularly shown on a map entitled "Map of Utility Easement to be Acquired by Town of Wallingford over land of Coag Farm, Inc., as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road, Wallingford, Connecticut, February 1992, Scale 1"=40', Sheet 6 of 12".

Said map to be placed on file on the land records of the Town of Wallingford.

RECEIVED FOR RECORD MAY 8 1992
AT 4 09 M. P. AND RECORDED BY
Kathryn J. Wall TOWN CLERK

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That COOKE REALTY CORPORATION, a corporation organized and existing under the laws of the State of Connecticut, with a principal place of business located in the Town of Wallingford, County of New Haven and State of Connecticut, acting herein by GEORGE W. COOKE, its president, duly authorized (hereinafter referred to as "Grantor"), for the consideration of ONE AND 00/100 (\$1.00) DOLLAR and other valuable consideration received to its full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "Grantee") do hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a utility easement over land of the Grantor located in the Town of Wallingford, County of New Haven and State of Connecticut, as shown on a map entitled, "Map of Utility Easement to be Acquired by Town of Wallingford over land of Cooke Realty Corp. as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road Wallingford, Connecticut", Project No. 90-117, Date: Feb. 1992, Scale: 1"=40'; Juliano Associates,

"No Conveyance Tax collected

Kathryn J. Wall

 Town Clerk of Wallingford"

"No Conveyance Tax collected ^{CAS}

Kathryn J. Wall

 Town Clerk of Wallingford"

Consulting Engineers & Land Surveyors, which map consists of a total of 12 sheets and is on file in the Wallingford Land Records. Particular reference may be had to sheets No. 1, No. 5 and No. 7. Said easement is more particularly described on Schedules A, B and C attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing utility pipes and conduit underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes. The right to maintain is agreed to include the right to "blowoff" water onto the ground surface, which water may runoff outside of the easement area.

It is understood and agreed that all utility pipes and conduit are to be underground and that all appurtenances shall also be

located underground whenever possible in light of proper engineering standards.

The Grantee agrees, for itself and its successors and assigns, to restore the land within said easement to as nearly its present condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing of said utility pipes and conduit.

The Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipes and conduit.

The Grantor herein agrees not to make any changes in grade in said easement greater than twelve (12") inches up or down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the said utility pipes and conduit.

The Grantor agrees that within the limits of said easement the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said

pipes, conduit and appurtenances.

TO HAVE AND TO HOLD the above granted rights, privileges and authority unto the said Grantee, its successors and assigns, forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seal this 7th day of May, 1992.

Signed, Sealed and Delivered in the Presence of:

COOKE REALTY CORPORATION

BY:

George W. Cooke
George W. Cooke
Its president
duly authorized

Dianne Acevedo
Dianne Acevedo

Joan M. Stave
Joan M. Stave

STATE OF CONNECTICUT:

: ss. Wallingford

May 7, 1992

COUNTY OF NEW HAVEN :

Personally appeared, GEORGE W. COOKE, as president of Cooke Realty Corporation, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

Dianne Acevedo
Dianne Acevedo
Notary Public
My Comm. Expires 3/31/95

SCHEDULE A

Utility Easement
to be acquired over
the land of Cooke Realty Corporation

Beginning at a point in the centerline of a travelled way of Northford Road, said point having a State Plane Coordinate of North 216,835.16; East 592,217.58.

Thence at an azimuth of $102^{\circ}-30'-18''$, 534± feet to a point on the common boundary line of Cooke Realty Corporation (assessors parcel designation 211-001-026) and Stevens ET AL (assessors parcel designation 211-001-013A).

Thence southerly along the common line of said Cooke and said Stevens 50± feet to a point.

Thence at an azimuth of $282^{\circ}-30'-18''$, 528± feet to a point.

Thence at an azimuth of $5^{\circ}-00'-10''$, 50± feet to the point of beginning.

Said easement is more particularly shown on a map entitled "Map of Utility Easement to be Acquired by Town of Wallingford over Land of Cooke Realty Corp. as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road, Wallingford, CT. February 1992, Scale 1"=40', sheet 1 of 12."

Said map to be placed on file in the land records of the Town of Wallingford.

DWJ405/ab

Schedule B

Utility Easement
to be acquired over
the land of Cooke Realty Corporation

Beginning at a point on the common boundary line of John & Marcia Stevens (Assessors parcel designation 211-001-013) and Cooke Realty Corporation (Assessors parcel designation 210-001-001).

- thence at an azimuth of $107^{\circ}-25'-00''$, 209 \pm feet to a point;
- thence at an azimuth of $99^{\circ}-16'-15''$, 134 \pm feet to a point;
- thence at an azimuth of $101^{\circ}-28'-10''$, 220 \pm feet to a point;
- thence at an azimuth of $101^{\circ}-46'-50''$, 124 \pm feet to a point;
- thence at an azimuth of $101^{\circ}-46'-50''$, 160 \pm feet to a point;
- thence at an azimuth of $128^{\circ}-24'-27''$, 667 \pm feet to a point;
- thence at an azimuth of $127^{\circ}-05'-10''$, 225 \pm feet to a point on the common boundary line of said Cooke Realty Corporation and Coag Farm, Inc., (Assessors parcel designation 206-001-007);
- thence southerly along the common boundary line of said Cooke Realty Corporation and said Coag Farm, Inc., 110 \pm feet to a point;
- thence at an azimuth of $307^{\circ}-05'-10''$, 270 \pm feet to a point;
- thence at an azimuth of $308^{\circ}-24'-27''$, 757 \pm feet to a point;
- thence at an azimuth of $281^{\circ}-46'-50''$, 160 \pm feet to a point;
- thence at an azimuth of $281^{\circ}-28'-10''$, 219 \pm feet to a point;
- thence at an azimuth of $279^{\circ}-16'-15''$, 137 \pm feet to a point;
- thence at an azimuth of $287^{\circ}-25'-00''$, 208 \pm feet to a point on the common boundary line of said John & Marcia Stevens and said Cooke Realty Corporation;
- thence northerly along the common boundary line of said John & Marcia Stevens and said Cook Realty Corporation 50 \pm feet to the point of beginning.

Said easement is more particularly shown on a map entitled "Map of Utility Easement to be Acquired by Town of Wallingford over Land of Cooke Realty Corporation as part of an overall utility easement from Pistapaug Pond Reservoir to Northford Road, Wallingford, Connecticut, February 1992, Scale 1"=40', Sheet 5 of 12".

Said map to be placed on file on the land records of the Town of Wallingford.

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SCHEDULE C

Utility Easement
to be acquired over
the land of Cooke Realty Corporation

Beginning at a point on the easterly highway line of Cooke Road.

thence at an azimuth of $127^{\circ}-05'-10''$, $387 \pm$ feet to a point on the common boundary line of Cooke Realty Corporation (Assessors parcel designation 206-001-006) and Kranyak (Assessors parcel designation 206-001-005);

thence southerly along the common boundary line of said Cooke Realty and said Kranyak $25 \pm$ feet to a point, $76 \pm$ feet to a point and $19 \pm$ feet to a point;

thence at an azimuth of $307^{\circ}-05'-10''$, $472 \pm$ feet to a point on the easterly highway line of Cooke Road;

thence northerly along the highway line of said Cooke Road $102 \pm$ feet to the point of beginning.

Said easement is more particularly shown on a map entitled "Map of Utility Easement to be Acquired by Town of Wallingford over Land of Cooke Realty Corporation a part of an overall utility easement on Pistapaug Pond Reservoir to Northford Road, Wallingford, Connecticut, February 1992, Scale $1"=40'$, Sheet 7 of 12".

Said map to be placed on file in the land records of the Town of Wallingford.

RECEIVED FOR RECORD MAY 8 1992
AT 4 11 P.M. AND RECORDED BY
Kathryn J. Wall TOWN CLERK

TOWN COUNCIL MEETING

JUNE 22, 1993

6:30 P.M.**

****NOTE - EXECUTIVE SESSION AT 6:30 P.M. TO LAST APPROXIMATELY ONE-HALF HOUR**

1. Roll Call and Pledge of Allegiance
2. Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes with Regards to Pending Litigation
3. Consider and Approve Authorizing the Board of Education to Appeal the Appellate Court's Decision Regarding Nelson Kari to the Supreme Court
4. Recognition of the Certificate of Achievement for Excellence in Financial Reporting Awarded to the Town of Wallingford Finance Department
5. Consider and Approve Budget Amendments in the Amount of:
 - a. \$330,307 to State Grants in Aid Pequot Funds Acct. #001-1040-050-5511 and to Capital and Non-Recurring Contribution from General Taxation Acct. #001-8100-800-8040
 - b. #330,307 to Revenue: Contribution from General Fund Account in the Capital and Non-Recurring Fund and to Expenditures: Yalesville Roof Replacement; Open Space Property Acquisition and Recreation Center Site Acquisition
6. Discussion and Possible Action on Appropriating \$100,000 of the Gaylord Hospital PILOT Payment to a Newly Established Account in the 1993-94 Capital Account of the Fire Department to be Used Specifically to Purchase a New Ladder Truck as Requested by Vice Chairman David J. Doherty
7. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
8. Continued PUBLIC HEARING on An Ordinance Appropriating \$1,250,000 for the Planning, Acquisition and Construction of Various Municipal Capital Improvements 1993-94 and Authorizing the Issue of \$1,250,000 Bonds of the Town to Meet Said Appropriation and Pending the Issue Thereof the Making of Temporary Borrowings for Such Purpose - 7:45 P.M.
9. PUBLIC HEARING to Approve a List of Municipal Projects to be Submitted to the State Under the Neighborhood Assistance Program - Program Planner's Office - 8:00 P.M.

(OVER)

10. Consent Agenda

- a. Note for the Record Anniversary Increases Approved to Date
- b. Note for the Record Mayoral Transfers Approved to Date
- c. Consider and Approve a Waiver of Bid for the Employee Assistance Program for the Department of Police Services
- d. Consider and Approve a Waiver of Bid to Allow ACORD (Association for Community Organization and Resource Development) to Work with Public Works on the Maintenance of Parks Within the Town of Wallingford for a Period of Six Months
- e. Consider and Approve Authorizing the Town to Enter Into an Agreement with ACORD for Said Services
- f. Consider and Approve a Transfer of Funds in the Amount of \$1,019 from Maintenance of Overhead Signals Acct. #001-2003-500-5200 to Telephone Migration Acct. #001-2001-999-9905 - Dept. of Police Services
- g. Consider and Approve a Transfer of Funds in the Amount of \$150.00 from Promotional Expenses Acct. #001-7030-600-6020 to Part Time Secretary Wages Acct. #001-7030-100-1350 - Economic Development Commission
- h. Consider and Approve a Transfer of Funds in the Amount of \$500 from Office Supplies Acct. #001-1302-400-4000 to Part Time Help Acct. #001-1302-100-1350 - Program Planner
- i. Consider and Approve a Transfer of Funds from Various Accounts Within the Fire Department Budget Totalling \$1,223.00 to Maintenance of Vehicles Acct. #2032-500-5000 - Dept. of Fire Services
- j. Consider and Approve a Transfer of Funds in the Amount of \$55 from Microfilming Acct. #001-6030-400-4040 to Office Supplies Acct. #001-6030-400-4000 - Town Clerk
- k. Consider and Approve a Transfer of Funds in the Amount of \$480 from Maintenance of Building Acct. #001-5110-500-5100 to Utilities Acct. #001-5110-200-2010 - Dept. of Public Works
- l. Consider and Approve a Transfer of Funds in the Amount of \$1,500 from Maintenance of Recycling Center Acct. #001-5060-500-5100 to Waste Disposal and Composting Fees Acct. #001-5060-600-6540 - Dept. of Public Works
- m. Consider and Approve a Transfer of Funds in the Amount of \$3,970 from Various Utility Accounts Within the Public Works Budget to Street Lighting Acct. #001-5080-600-6460 - Dept. of Public Works

(NEXT PAGE)

- n. Consider and Approve a Transfer of Funds in the Amount of \$23,000 from Contingency General Government Acct. #8050-800-3230 to Public Works Parks - Center Street Cemetery Acct. #5031-999-9913 - Dept. of Public Works
 - o. Consider and Approve a Tax Refunds (#218-222) in the Amount of \$425.58 - Tax Collector
 - p. Consider and Approve Merit Increases (3) Approved by the Mayor
11. Items Removed From the Consent Agenda
 12. Consider and Approve a Transfer of Funds in the F.Y. 1993-94 Budget in the Amount of \$5,850 from Contingency Reserve for Emergency Acct. #800-8050-3190 to Temporary Help Acct. #001-2020-100-1360 - Animal Control Officer
 13. Consider and Approve the Drafted Plan for the Length of Service Awards Program (Volunteer Fire Fighter's Pension Plan)
 14. Consider and Approve a Transfer of Funds in the Amount of \$76,500 from Contingency - Reserve General Government Acct. #001-8050-800-3230 to the Following Accounts:
 - \$19,125 to L.O.S. Awards - E. Wlfd Acct. #2036-500-5850
 - \$19,125 to L.O.S. Awards - N. Farms Acct. #2037-500-5850
 - \$19,125 to L.O.S. Awards - Cook Hill Acct. #2038-500-5850
 - \$19,125 to L.O.S. Awards - Yalesville Acct. #2039-500-5850
 15. Consider and Approve a Transfer of Funds in the Amount of \$20,000 from Maint. Transmission and Collection Lines Acct. #673-000 to Workmens Compensation Acct. #925-001 - Sewer Division
 16. Consider and Approve a Transfer of Funds in the Amount of \$2,000 from Pumping Labor and Expenses Acct. #624-000; \$3,000 from Maintenance Pumping Equipment Acct. #633-000; \$10,000 from Operation Labor and Expenses Acct. #642-000 and \$5,000 from Maintenance Water Treatment Equipment Acct. #652-000 for a Total of \$20,000 to Workmens Compensation - Water Division
 17. Consider and Approve Amending the Personnel Pages of the 1993-94 Budget of the Sewer Division for the Purpose of Correcting a Payroll Step by Increasing the Position of Asst. Superintendent Treatment in the Amount of \$2,407
 18. Reconsider the Vote on the Sale of the Former Yalesville Fire House as Requested by Councilor Robert F. Parisi
 19. Consider and Approve Charging the School Expansion Committee with Starting Phase I of the Board of Education Building Projects Which is to Enlarge Yalesville School with the Addition of Ten Classrooms as Outlined by the Board of Education as Requested by Vice Chairman David J. Doherty

(OVER)

20. Consider and Approve a Transfer of Funds in the F.Y. 1993-94 Budget in the Amount of \$1,138 from Part Time Wages to Clerks Wages - Comptroller's Office
21. Consider and Approve a Contract with the Communication Workers of America for a Three Year Period (1992-95) as Requested by the Board of Education
22. Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes with Regards to Pending Litigation
23. Consider and Approve a Transfer of Funds in the Amount of \$51,000 from Overhead Lines Acct. #593; \$4,000 from Customer Records and Collections Acct. #903; \$6,000 from Salaries - General Office Acct. #920-2; \$62,000 from Employee Pension and Benefits Acct. #926; \$23,615 to Injuries & Damages Acct. #925 and \$99,385 to Workers Compensation Acct. #925-1 - Electric Division
24. Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes with Regards to Pending Litigation - Corporation Counselor
25. Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Regards to the Sale, Lease, Purchase of Property

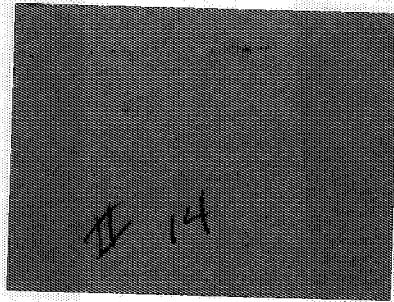
TOWN COUNCIL MEETING

JUNE 22, 1993

6:30 P.M.

SUMMARY

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3. Approve Authorizing the Board of Education to Appeal the Appellate Court's Decision Regarding Nelson Kari to the Supreme Court	1
4. Recognition of the Certificate of Achievement for Excellence in Financial Reporting Awarded to the Town of Wallingford Finance Department	17
5a. Approve a Budget Amendment in the Amount of \$330,307 to Capital and Non-Recurring Contribution from General Taxation and State Grants in Aid Pequot Funds	1-2
5b. Approve a Budget Amendment in the Amount of \$330,307 to Revenue: Contrib. from Gen. Fund in the Capital and Non-Recurring Fund and to Expenditures: Yalesville Roof Replacement; Open Space Acquisition and Recreation Center Site Acquisition	2-4
6. Withdrawn	
7. PUBLIC QUESTION AND ANSWER PERIOD - Permit Fee for Flower Vendors; Nelson Kari Appeal; Ash Disposal; Hemlock Tree Disease	6-8
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11. Items Removed From the Consent Agenda	
10b. Note for the Record Mayoral Transfers Approved to Date	8
10e. Approve Authorizing the Town to Enter Into An Agreement with ACORD to Work with Public Works	8
10f. Approve A Transfer of \$1,019 to Telephone Migration Acct. - Dept. of Police Services	9



<u>Agenda Item</u>	<u>Page No.</u>
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10g. Approve a Transfer of \$150.00 to Part Time Secretary Wages - Economic Development Commission	9
10h. Approve a Transfer of \$500 to Part Time Help - Program Planner	9
10i. Approve a Transfer of \$1,223 to Maintenance of Vehicles - Dept. of Fire Services	9
10j. Approve a Transfer of \$55 to Office Supplies - Town Clerk	9
10k. Approve a Transfer of \$480 to Utilities - Dept. of Public Works	9
10l. Approve a Transfer of \$1,500 to Waste Disposal and Composting Fees Acct. - Dept. of Public Works	9-10
10m. Approve a Transfer of \$3,970 to Street Lighting Acct. - Dept. of Public Works	10
10n. Approve a Transfer of \$23,000 to Public Works - Parks - Center St. Cemetery Acct.	10
12. Approve a Transfer of \$5,850 in the 1993-94 Budget to Temporary Help - Animal Control Officer	10
13. Approve a Drafted Plan for the Length of Service Awards Program (Vol. Firefighter's Pension Plan)	10-11
14. Approve a Transfer Totalling \$76,500 to Various L.O.S. Awards Accounts in Each Vol. Fire Dept. Budget	11
15. Approve a Transfer of \$20,000 to Workmens Comp. - Sewer Division	14
16. Approve a Transfer of \$20,000 to Workmens Comp.- Water Division	14-15
17. Approve Amending the Personnel Pages of the 1993-94 Sewer Division for the Position of Asst. Superintendent Treatment in the Amount of \$2,407	15
18. Approve the Sale of the Former Yalesville Fire House	15-16
19. Approve Charging the School Expansion Committee with Phase I of the B.O.E. Building Projects to Enlarge Yalesville School with Ten Additional Classrooms	16-17

<u>Agenda Item</u>	<u>Page No.</u>
20. Approve a Transfer of \$1,138 in the 1993-94 Budget to Clerks Wages - Comptroller's Office	17
21. Approve a Contract with the C.W.A. for a Three Year Period - 1992-95	11-14
22. Executive Session - 1-18a(e)(2)	18
23. Approve a Transfer of \$23,615 to Injuries and Damages Acct. and \$99,385 to Workers Compensation Acct. - Electric Division	18
24. Executive Session - 1-18a(e)(2)	18
25. Executive Session - 1-18a(e)(4)	18

Waiver of Rule V

To Indicate Receipt and Acknowledgment of the Charter Revision Commission Draft Report and Set a Public Hearing Date of July 13, 1993 at 7:45 P.M. 18

Approve Waiving the Bid and Awarding a Contract to National Electric Coating Inc. in the Amount of \$6,200 19

10g. Approve a Transfer of \$150.00 to Part Time Secretary Wages - Economic Development Commission 9