

TOWN COUNCIL MEETING

SEPTEMBER 28, 1993

7:00 P.M.

1. Roll Call and Pledge of Allegiance
2. Consent Agenda
 - a. Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Part-time Secretary Wages Acct. #001-1119-100-1350 - Recreation Center & Ice Rink Committee
 - b. Consider and Approve a Transfer of Funds in the Amount of \$345 from Weeder/Cultivator Acct. #001-5031-999-9908 and \$375 from Janitorial Contract Acct. #001-5110-600-6290 to Janitorial Contract Acct. #001-5020-600-6290 \$150, Janitorial Contract Acct. #001-5030-600-6290 \$75, Janitorial Contract Acct. #001-5050-600-6290 \$495 - Public Works
 - c. Consider and Approve a Budget Amendment in the amount of \$529.92 to Appropriate 92/93 Fund Balance to Project Graduation Exp. from Contributions 93/94 - Youth Service Bureau
 - d. Consider and Approve a Budget Amendment in the Amount of \$3,626 from the State and \$400 from Other Revenue to Parents & Kids Foundation \$3,626, Video Equipment \$200 and Youth Projects \$200 - Youth Service Bureau
 - e. Consider and Approve a Transfer of Funds in the Amount of \$3,080 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to LHHS/SHS Championship Ceremony Acct. #001-1300-600-6030 for LHHS Outdoor Track Team State Champions - Mayor's Office
 - f. Consider and Approve a Transfer of Funds in the Amount of \$2,730 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to 88 South Main Street/Renovations Acct #001-5240-999-9901 \$1,080 (Phone Wire Installation), Roof Repair Acct. #001-5240-999-9902 (Replace North Side of Roof) - 88 South Main Street Committee
 - g. Consider and Approve Tax Refunds (#001-1420-800-8910) in the Amount of \$11,271.75 - Tax Collector
 - h. Consider and Approve Four Merit Increases
 - i. Consider and Approve a Resolution to Close Simpson Court on Saturday, October 2, 1993 from 7:00 A.M. to 9:00 P.M.

3. Items Removed From Consent Agenda
4. Consider and Approve the Appointment of John P. Savage to the Housing Authority for a five year term
5. Consider and Approve Waiving the Two Week Waiting Period to Perform the Swearing-In Ceremony for the Housing Authority Appointee
6. Approve and Accept Minutes of the 9/14/93 Town Council Meeting
7. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
8. PUBLIC HEARING on an Ordinance Appropriating \$150,000 for the Design and Contract Administration Phase of Town-Wide School System Improvements and Authorizing the Issue of \$150,000 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. Consider and Approve A Program Establishing a Personal Property Tax Incentive For the Town of Wallingford - Business Development Task Force
- 10a. Consider and Approve a Transfer of Funds in the Amount of \$47,455 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Various Accounts within the Economic Development Budget (reformulate 1993/94 Budget) - Economic Development Commission
- 10b. Consider and Approve a Transfer of Funds in the Amount of \$12,795 from Promotional Expenses Acct. #001-7030-600-6020 to Part-time EDC Rep. Salary Acct. #001-7030-100-1350 - Economic Development Commission
11. Presentation of Conceptual Drawing of the Modifications to Community Pool - Community Pool Renovation Building Committee
12. Consider and Approve Acceptance of Quit Claim Deed From Richard E. and Lori Ann Holda to the Town of Wallingford - Town Attorney
- 13a. Consider and Approve Acceptance of Quit Claim Deeds to Roadway Adjoining Property Owners on Grieb Court - Town Attorney
- 13b. Consider and Approve Acceptance of Grieb Court as a Public Highway - Town Attorney
- 13c. Consider and Approve Town Conveyance to Adjoining Property Owners of Certain Foreclosed Property - Town Attorney

14. Consider and Approve a Resolution Regarding the Proposed Wallingford Center Historic District - Mayor's Office
- 15a. Consider and Approve a Resolution Authorizing the Mayor to Enter Into and Amend Contractual Instruments on Behalf of the Town with the Department of Social Services of the State of Connecticut for a Child Day Care Program - Community Day Care
- 15b. Consider and Approve an Agreement Between the Town of Wallingford and the Wallingford Community Day Care Center Inc. to Operate the Child Day Care Program - Community Day Care
- 15c. Consider and Approve a Resolution Authorizing the Wallingford Community Day Care Center, Inc. to Borrow Amounts as Necessary from the Town of Wallingford (Until Receipt of State Grant Funds) - Community Day Care

TOWN COUNCIL MEETING

SEPTEMBER 28, 1993

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TOWN COUNCIL MEETING

SEPTEMBER 28, 1993

7:00 P.M.

A meeting of the Wallingford Town Council was held on Tuesday, September 28, 1993 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order at 7:02 P.M. by Chairperson Iris F. Papale. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall. Mayor William W. Dickinson, Jr. and Comptroller Thomas A. Myers were also present. Town Attorney Janis M. Small arrived at 7:10 P.M. Corporation Counselor Adam Mantzaris arrived at 8:26 P.M.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Consent Agenda

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

ITEM #2g Consider and Approve Tax Refunds (#38-51) in the Amount of \$11,271.75 - Tax Collector

ITEM #2h Consider and Approve Four (4) Merit Increases

VOTE: All ayes; motion duly carried.

ITEM #3 Items Removed from the Consent Agenda

ITEM #2a Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Part-Time Secretary Wages Acct. #001-1119-100-1350 - Recreation Center and Ice Rink Committee

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

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

ITEM #2b Consider and Approve a Transfer of Funds in the Amount of \$345 from Weeder/Cultivator Acct. #001-5031-999-9908 and \$375 from Janitorial Contract Acct. #001-5110-600-6290 to Janitorial Contract Acct. #001-5020-600-6290 \$75.00; Janitorial Contract Acct. #001-5050-600-6290 \$495 - Public Works

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

Correspondence from Henry McCully, Director of Public Works stated that he had to terminate the present contract for services due to the fact that the work was not being performed correctly. The bid will be awarded to the lowest bidder who, coincidentally, is the same contractor who cleans the Town Hall.

Mr. Killen asked Henry McCully, Director of Public Works, how long was the contract in effect for before being nullified?

Mr. McCully responded, it had been in effect for the first of the

three year term of the contract.

Mrs. Duryea asked if any precautions are taken on the part of the Purchasing Department to keep the contractor who failed to live up to his contract from bidding or providing other service to the Town in the future?

Mr. McCully stated that he has informed the Purchasing Department of the developments.

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

ITEM #2c Consider and Approve a Budget Amendment in the Amount of \$529.92 to Appropriate 92/93 Fund Balance to Project Graduation Exp. from Contributions 93/94 - Youth Service Bureau

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

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

ITEM #2d Consider and Approve a Budget Amendment in the Amount of \$3,626 from the State and \$400 from Other Revenue to Parents & Kids Foundation \$3,626, Video Equipment \$200 and Youth Projects \$200 - Youth Service Bureau

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

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

ITEM #2e Consider and Approve a Transfer of Funds in the Amount of \$3,080 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to LHHS/SHS Championship Ceremony Acct. #001-1200-600-6030 for LHHS Outdoor Tract Team State Champions - Mayor's Office

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

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

ITEM #2f Consider and Approve a Transfer of Funds in the Amount of \$2,730 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to 88 South Main Street/Renovations Acct. #001-5240-999-9901 \$1,080 (Phone Wire Installation), Roof Repair Acct. #001-5240-999-9902 (Replace North Side of Roof) - 88 South Main Street Building Committee

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

Mr. Zandri asked whether or not the Town should be absorbing the cost of installing telephone service for the Credit Union?

Mayor Dickinson responded that it is a Town-owned building which could be occupied by another tenant in the future.

Mr. Zandri felt that when someone leases a building it is the tenant's responsibility to cover the costs of special requirements for their occupancy. The phone system which will be tied to the Town's may not be suitable for the next tenant.

Mr. Killen asked, when was it discovered that the roof needed

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replacement? It was never mentioned at the time we discussed the hiring of a contractor to perform outside renovations. Why now?

Robert Avery, Chairman, 88 S. Main Street Building Committee stated that it was recently discovered that the joist assemblies are rusting away.

Mr. McDermott felt that since it was not the Credit Union's choice to move across the street, that the decision was more or less pushed upon them then the Town should foot the cost of the telephone system installation.

Mr. Avery pointed out that many other special requirements for Credit Union occupancy are being paid for by the Credit Union themselves.

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

ITEM #2i Consider and Approve a Resolution to Close Simpson Court on Saturday, October 2, 1993 from 7:00 A.M. to 9:00 P.M.

Motion was made by Mr. Doherty to Approve the Resolution and Append a Copy of it to the Minutes of the Meeting (appendix I), seconded by Mr. Parisi.

Due to the fact that Celebrate Wallingford is being held in the area of the Railroad Station up Center Street to S. Orchard Street, the Simpson Court merchants would like to join in the festivities with entertainment in their area as well.

Mayor Dickinson explained that the festivities are not separate from those planned by Wallingford Center Inc. (WCI), they are part of the celebration. WCI has the authority to collect fees from food and craft vendors for participation in the celebration, therefore we should not allow proliferation beyond WCI's jurisdiction.

Mr. McDermott expressed his pleasure with the success that Celebrate Wallingford has exhibited for the past seven years. He hoped that the location of the festivities could be alternated each year to the uptown and downtown sites.

Mayor Dickinson made it clear that no decision has been made to alternate locations. Hopefully in the future Center Street will be reconstructed and the entire downtown area will be involved.

Mr. McDermott was not in favor of the uptown's festivities being planned the same day. He felt it may detract from Celebrate Wallingford and the dedication of the Railroad Station.

Mr. Zandri asked what the stipulations are regarding food vendors?

Mayor Dickinson responded that no food vendors will be located in the Simpson Court area. Only those specific food vendors who have paid their registration fee to the festivities can sell their products. We cannot allow the jurisdiction of WCI to be usurped.

Mr. Zandri had a problem with the fact that the number of vendors are limited in this undertaking. He felt that the day is planned as one that has something for everyone to enjoy and every business in

Wallingford should be allowed to participate should they so choose.

Mr. Parisi asked, local vendors are turned down who may want to participate in this function?

Mr. Zandri responded that only a certain amount of spots are made available to vendors. Once filled, no one else can participate.

Ms. Papale stated that many vendors were invited to participate and many refused.

Mr. Killen pointed out that this is not the proper forum to discuss this issue since the proper people are not before the Council for this issue. We will place this item on the agenda of a future meeting.

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

ITEM #4 Consider and Approve the Appointment of John P. Savage to the Housing Authority for a Five Year Term

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

Ms. Papale read correspondence from Jack Quinn, President of the National Association of Housing and Redevelopment Officials (NAHRO) into the record praising Mr. Savage for his many contributions and dedication to the NAHRO (attachment II).

It was noted that Mr. Savage has served on the Housing Authority for the past seventeen (17) years.

VOTE: All ayes; motion duly carried.

ITEM #5 Consider and Approve Waiving the Two Week Waiting Period to Perform the Swearing-In Ceremony for the Housing Authority Appointee

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

VOTE: All ayes; motion duly carried.

ITEM #6 Approve and Accept Minutes of the 9/14/93 Town Council Meeting

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

VOTE: Killen passed; all others, aye; motion duly carried.

ITEM #8 PUBLIC HEARING on an Ordinance Appropriating \$150,000 for the Design and Contract Administration Phase of Town-Wide School System Improvements and Authorizing the Issue of \$150,000 Bonds of the Town to Meet Said Appropriation and Pending the Issue Thereof the Making of Temporary Borrowings for Such Purposes - 7:45 P.M.

Motion was made by Mr. Doherty to Open the Public Hearing and Append a Copy of the Ordinance to the Minutes, seconded by Mr. Parisi.

Mayor Dickinson explained that the reason that this is before the Council this evening is to allow some money for the signing of a contract upon the recommendation of the School Building Expansion Committee. It will eliminate a two month delay waiting for this

process to go through since funds have not been appropriated to date for the hiring of an architect.

The SBEC (School Building Expansion Committee) is due to come forward at the next Town Council Meeting in October to formally make their recommendation. This action, if taken by the Council this evening, will allow the work to begin. The dollar amount can be less than stated in the ordinance but cannot be more.

Edward Musso, 56 Dibble Edge Road felt that modular units at the different schools is the answer to the problem. In ten years or so the population is going to shift and we will be left with large schools that will mostly be vacant. He agreed with what Superintendent of Schools, Joseph Cirasuolo, stated at last night's Board of Education meeting that increasing the class sizes along with modular classrooms will solve the problem.

Dr. Cirasuolo stated for the record that he did not make such statements at the meeting. He indicated that those options may be something that the Board is forced into if we do not have a building project.

Edward Bradley, 2 Hampton Trail asked for clarification of the terms Design, Contract Administration and System Improvements as stated in the ordinance. Are the system improvements limited to one school or all? What are they?

Mayor Dickinson responded that the ordinance at this time makes no effort to define the scope of work. That will have to be defined at the point that we have bid prices and there has been a determination of how much will be approved. What this ordinance seeks to do is authorize the signing of a contract with an architect to perform design work and, perhaps, contract administration. All this would be in the scheme or responsibility that architects would normally be charged with in the way of duties. The ordinance will be amended to reflect precisely where the work will be performed and what the dollar figure is at whatever location(s) are involved.

Edward Musso, 56 Dibble Edge Road felt that the Town should consult with modular home manufacturers before committing to high-priced architects, etc.

Bill Lavorgna, 6 Grieb Court warned that the new busing program the State of CT. is forcing upon us should warrant us looking more closely at permanent or modular classrooms and weighing that decision carefully. Populations around the State will be shifted, impacting the Town.

Dr. Cirasuolo responded that the legislation of the State of CT. does not call for any mandatory busing nor sharing of students amongst school districts. The legislation calls for entirely voluntary efforts on the part of communities to attempt, on a reasonable basis, to lessen racial isolation. What steps are taken are within the control of the community, itself. He is assuming in his planning that there will be no shift in the population, based on the present legislation.

Mr. Holmes asked, how many students are projected for enrollment at a magnet school between Meriden and Wallingford?

Dr. Cirasuolo responded that it is impossible to answer that since, in terms of attendance, it is totally voluntary. A magnet school is not the way to deal with overcrowding.

Mr. Holmes then asked, why build a magnet school if no one will come?

Dr. Cirasuolo answered, no decision has been made to build one. The magnet school, should one be built, will have no significant impact on overcrowding in Wallingford.

Mr. Zandri asked, is the dollar amount proposed for the ordinance this evening enough to initiate a contract with a proposed architect?

Mayor Dickinson responded, it is definitely not enough to cover total services. It would be enough to initiate work. At some point the ordinance would have to be amended, whether for the architect or for construction. Again, it depends upon the size of the project. If we only re-open Yalesville School it will be one fee, if we open Yalesville School and additional work is done on the middle schools, that is another fee, etc. We are only trying to avoid unnecessary delay to begin some work.

Mr. Zandri was concerned that the \$150,000 would not be enough to even initiate a contract, does it cover the sign-up fee?

Mayor Dickinson suggested that we continue this public hearing to the next meeting at which time a plan to recommend an architect will be brought forth to the Council by the School Building Expansion Committee.

The Council decided to conclude the discussion on this item by putting it to vote.

VOTE: Doherty, Holmes and Killen, aye; Solinsky passed; all others, no; motion failed.

PUBLIC QUESTION AND ANSWER PERIOD

Pasquale Melillo, 15 Haller Place, Yalesville stated that he is very angry with the attack that the Mayor and Town Council has launched on the homeowners of Wallingford. He feels they are scapegoats for paying the dominant share of the taxes for this Town. It is time that it stopped. Many large businesses are taking advantage of the fact that the economy is so bad and are playing all kinds of games to see which town has the best offer for them. Towns and cities are pitted against each other for competition and businesses are reaping the benefits of the tax breaks while the homeowners make up the difference. He felt that too many employees of the Town make exorbitant salaries and should share the burden of taxes with the homeowners. They should voluntarily take cuts in their salaries. No one should be paid more than the Mayor since he has the greatest burden.

Mayor Dickinson responded that there is a consistent effort to make any tax increase no more than absolutely necessary in order to

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continue the quality of services offered in the Town. The Mayor and Council are sympathetic to the needs of the community. They are acutely aware of the high unemployment rate and difficulty some taxpayers are having in paying their bills. However, they do have a responsibility to provide services to the residents. Those services are costly whether education, public safety, repair of highways, etc., they are all costly. No one is anxious to pay taxes. If you want to maintain the value of your property, however, one of the best investments to make is to make sure that your community is respected and that the quality of services is high. As a result the value of your property will remain high. The reverse is happening in a number of surrounding areas. Payment of taxes can be a burden but it can also represent a means of maintaining and improving the value of your personal property and your real estate. It all boils down to what quality of life in a community you want to enjoy. The higher quality corresponds with a level of services which enables people to feel secure, can receive a good education, etc. An elderly tax relief is currently being offered. If one qualifies for the program tax benefits can be realized. A key factor is to have the buildings and facilities in Wallingford utilized by businesses to help reduce taxes.

Mr. Melillo stated that the average homeowner in Yalesville pays in excess of \$2,000 in taxes per year besides a sewer bill, water bill, etc. Something must be done!

Mayor Dickinson felt that we have to be careful in enticing businesses to Wallingford that we don't give away too much in the form of tax breaks. He suggested that a meeting be arranged between the Council Chairperson, Mayor and Mr. Melillo to further discuss any other items of concern to Mr. Melillo.

Mr. Melillo stated that he would like the Mayor and Council to freeze upcoming pay raises and to stop spending so much money on consultants. Investigate whether or not we have qualified Town employees to perform some of the studies we need rather than hire consultants.

Mr. Killen responded that due, in part, to binding arbitration what the Council and/or Mayor would like to see done with salaries is not necessarily accomplished.

Ed Bradley, 2 Hampton Trail reminded everyone that the Council voted a zero increase in tax budget. The Mayor vetoed that budget. It came back to the Council and the minority upheld the Mayor's veto. He reminded the Mayor about his (Mr. Bradley's) inquiry of January 28, 1992 which questioned what the Mayor was doing to look into reducing the cost of health care to the taxpayers of Wallingford. That question was asked again on May 26, 1992. Mr. Sharkey, Acting Director of Personnel, did appear before the Council in the latter part of 1992 with proposals/recommendations that were to be researched. It has been almost a year since that time. What is the status of this issue?

Mayor Dickinson responded that the Martin Segal Company was hired to analyze an administrative services only proposal with Blue Cross. The Personnel Office, in conjunction with the Segal Company, is dealing with that. There is no final report as of yet.

He reminded Mr. Bradley that the Segal Company was also involved in the pension program for the volunteer firefighters (Length of Service Awards Program) and then were beginning the analysis of the A.S.O. contract with Blue Cross. He was not sure where everything stood at this time, however he will check into the status of the situation and report back at a future meeting.

Mr. Holmes responded to Mr. Bradley's earlier comments regarding the Mayor's veto. He stated that the reason the minority voted to uphold the veto was due to the fact that over \$1.5 million in pension funds was deleted from the budget. Those Councilors felt that the money should have been included in the budget, not deleted.

Robert Avery, 42 N. Elm Street, Chairman of the 88 S. Main Street Building Committee asked, why would the Public Works Department lay down top soil and plant grass at 88 S. Main Street in the exact location where they will be digging a hole? Why didn't they contact the committee or architect first? It would have saved time and effort on the part of the workforce. When Mr. Avery inquired as to the reason for this action he was informed that Mr. Killen had requested such action.

Mr. Killen denied that statement.

Bill Lavorgna, 6 Grieb Court stated that the Mayor and Town Council, in his opinion, do a fine job with taxes. No one loves taxes and compared to all other surrounding towns we (Wallingford) are doing very well. He felt that it is important for the town to have an ongoing dialogue with our industries asking if they have any problems, do they foresee any down the road, is there anything the Town can be doing for them?

Mr. McDermott pointed out that the next several items on the agenda address this issue. We have two committees, the Economic Development Commission and the Business Development Task Force who's primary role is to keep in communication with the local businesses and also to try and attract new business into Town.

Mayor Dickinson stated that over the past several months ten or more of the major firms in Town have been met with the Mayor; Town Council Chairperson; Economic Development Commission; Director of Utilities; Don Roe, Economic Development Coordinator; Town Planner, and the Director of Wallingford Chamber of Commerce as a group to hear what the concerns and plans are of those firms and to hopefully find ways to help them. Those efforts will continue to be made augmented by those on the agenda this evening.

Ms. Papale informed everyone that the above-mentioned Town representatives will be meeting on Thursday with Bristol-Meyers, Masonic Home and one other firm.

Frank Wasilewski, 57 N. Orchard Street asked, how many times do we go out to bonding and hire a new bonding attorney? He suggested only bonding once.

Tom Myers responded that we hire an attorney each time we go out to bond.

The Chair declared a ten minute recess.

ITEM #9 Consider and Approve a Program Establishing a Personal Property Tax Incentive for the Town of Wallingford - Business Development Task Force

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

The Business Development Task Force proposed a program that would provide an additional tool in the marketing of Wallingford to prospective companies. The program features the temporary fixing of personal property assessments of manufacturing companies with a net increase of assessed personal property of under \$5,000,000. All others would require approval by the Council. A copy of the proposed program is appended to these minutes (appendix IV).

Gary Powell, Rosario DiNoia and Don Roe were present to address any questions regarding this matter.

Mr. Powell thanked each of the committee members,

- | | |
|------------------|------------------|
| Bruce Blakey | Rosario DiNoia |
| Steve Knight | John Mattingly |
| Brian McDermott | Wayne McDermott |
| Chris McLaughlin | Iris Papale |
| Robert Parisi | Gregory Peterson |
| Mike Petro | Liz Verna |

for their hard work, dedication and stamina to meet bi-monthly especially through the summer months.

He explained that the proposed program provides more incentive to occupy existing space than construction of new space.

Mr. Roe pointed out that the State Statute on which this program is based is Section 12-65b through 12-65h. The requirement is that a company must meet specific criteria in order to be eligible for the benefits of this program. That criteria is as follows: they must meet the definition of manufacturing under CT. General Statutes; be located in an appropriate facility that is approved by the Town's Planning and Zoning Department and would need to be and remain current in their tax payments to the Town. The benefit would apply after the first applicable Grand List subject to prior receipt of a completed application. Assignment, transfer or sale of the company would void the benefit.

It is proposed that this incentive program be in effect for two years from date of approval by the Town Council.

Mr. McDermott felt that this has to be the Town's number one priority in the community, economic development - bring business back to Wallingford. He hoped he had the support of the entire Council on this issue which, if approved, will send a clear message to the business community that Wallingford is interested in doing business.

Mr. Zandri was of the opinion that Wallingford is not the problem, the State of Connecticut is as far as attracting business is concerned. He wanted to know what, if anything, the Town is doing for existing manufacturing firms in town that are probably struggling to survive? Will any program be put in place for them as well?

Mr. Roe explained, on the tax side the Town is limited by what the State Statutes will allow the Town to do. This program builds on a change in the Statute that occurred last year. The Statute does not address existing companies unless they are essentially adding to their personal property in some way, shape or form. There is nothing else in the Statute that the Town is permitted to do on a tax basis.

Mr. Zandri felt that the Statute should be broadened for it makes no sense to offer incentives and have a company move here only to have an existing one leave.

Mrs. Duryea asked, what were the concerns/issues of the firms that were visited by the committee representatives?

Mr. Roe responded that most of the issues that have been identified as problems have not been ones that local government has significant/any control over. They mostly pertain to the cost of doing business in the State of Connecticut, i.e., workmens' compensation costs; corporate tax structure, healthcare costs, etc.

Mrs. Duryea then asked, how can we entice business to come and stay in Wallingford when these are the major concerns?

Mr. Roe answered, in the last legislative session strides were made to address the above-mentioned concerns and place Connecticut in the position of being a competitive state.

Mayor Dickinson stated that it is not necessarily a level playing field because Wallingford does not qualify for benefits under what is called an "enterprise zone". When we try to compete with an area that qualifies as one we have some difficulties. An enterprise zone would be parts of Meriden, New Haven, very urban areas. Those areas are reimbursed one hundred percent (100%) by the State of CT. when they provide tax benefits.

Mr. Parisi added that the original intent of the Business Development Task Force was to help the Economic Development Commission play on an even field. It was very obvious that we were losing business to other towns due to the enterprise funds. We are not really giving anything away in the sense that we are trying to maintain some competitiveness with the other towns.

Mr. Killen asked if anyone has sat down and followed up with companies who have recently left Wallingford to find out what it may have cost to keep them here?

Mr. Roe answered that Raymond Smith, Director of Public Utilities performed exit interviews with all three firms. Mr. Roe did meet with officials from the company that was buying out the Revere operation. It was not a Wallingford issue with any of the companies leaving.

Mr. Killen reminded everyone that we like our little town atmosphere

here and we will not keep that if we turn ourselves into a manufacturing city. We have to maintain an even keel and not let it get out of hand.

Mr. Doherty asked the Assessor, Frank Barta to explain what constituted "personal property" and/or what was excluded?

Mr. Barta responded, machinery equipment, furniture and fixtures are considered personal property. The building or land is not.

Mr. McDermott expressed his support for this vital tool needed to attract and keep businesses in Wallingford.

Mr. Zandri stated that there is no provision to address the scenario of a business locating here and only staying for a short duration. Perhaps a stipulation requiring occupancy in the Town for a specific amount of time should be considered.

Mr. Powell felt that the company would suffer a penalty imposed upon themselves. If they are a large company they would have an enormous investment. This is just personal property. Other communities do have penalty clauses, however this situation is different. Although it looks like a large amount it is really a low end tax incentive. There is more of a risk to the company than to the Town.

Bill Lavorgna asked, what are you doing for the little businessman which is the backbone of this economy. All the economists are saying that the big corporations are down-sizing. It is the small companies who are hiring. What are you doing for the little guy who has ten or fifteen employees? He needs the help as well. He asked if anyone visited with Everybody's Supermarket to see if they needed help? It is now too late. We are faced with a vacant piece of property there. Maybe we could have helped him keep the store open.

Mr. Holmes responded that the Town can help the small businessman by filling the vacant factories in town with viable businesses. This would result in employees doing business with local merchants resulting in increased business for the small business owner.

Ms. Papale stated that Everybody's would have closed no matter what the circumstances. Shop Rite bought out two stores and there is much more to the issue than the public is aware of.

Mr. McDermott added that what we are doing is setting an image that we are a nice community to establish a business and raise a family in. He wanted everyone to keep in mind what would happen to the tax base of the community should Bristol Meyers move out.

Ron St. Clair, 69 Gopian's Trailer Park agreed with Mr. Lavorgna that the Town should also be working with the small businessman.

VOTE: All ayes; motion duly carried.

ITEM #10a Consider and Approve a Transfer of Funds in the Amount of \$47,455 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Various Accounts within the Economic Development Budget (reformulate 1993/94 Budget) - Economic Development Commission

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

Mr. McDermott stated that funds were allocated during the budget process for this by the Council. Due to the veto it was lost and he is happy to see this before the Council so soon.

Rosario DiNoia, Chairman of the Economic Development Commission and Mr. Joseph Boucher, member of the EDC were present for the discussion.

Mr. Zandri stated that at budget time he was against this proposal and still feels the same way. He is of the opinion that the Town is in a downward trend right now only because of the economy and not for any other reason. Not too many years ago there was an uproar in this community regarding over-development. The Town will sell itself as soon as the economy turns around. He could not support spending the taxpayer's dollars on this effort at this particular time.

Ron St. Clair, 69 Gopian's Trailer Park asked, what will the funds be spent on?

Mr. Boucher responded, to fund a position that will serve as salesman for the Town who will follow up on leads that we receive from companies who are interested in locating here. He/she will also make sure that those companies get the attention that they deserve and get their questions answered. A large part of the budget will be used for a targeted direct mail campaign. A video will be made showcasing the businesses, recreation facilities and housing aspects of the Town. Five thousand (\$5,000) will be allocated for travel and \$7,200 will be used to pay the salary of a part-time secretary. An additional \$800 was set aside for miscellaneous expenses and \$250 for supplies.

Mr. Doherty pointed out that no funds were set aside for signage.

Mr. Boucher responded that they hoped to get that accomplished through the Electric Division.

Mr. Killen could not see how the Town would gain from hiring a salesman for \$20,000 to sell this community. He felt employees such as the Superintendent of Schools, Director of Public Utilities, Manager of the Water/Sewer Divisions, etc., as sales personnel for the Town. We have planned, buildings, enviable position regarding location, etc., if the companies do not take an interest in that alone and approach us then he could not see how we could attract the businesses by putting another man on board.

Mr. Boucher pointed out that if a lead comes into Don Roe's office it will not be followed up by the Superintendent of Schools, nor the Director of Public Utilities.

Edward Bradley, 2 Hampton Trail asked if the request for funding is for only one year? How does the Council plan on evaluating how successful this program is and what are your requirements pertaining to progress reports?

Ms. Papale responded that the EDC should come before the Council every so often and report out. Perhaps once the individual is on board he/she could report back in four months. After that a report would be expected every three months.

The Council asked if the EDC had any problems with that reporting mechanism?

Mr. DiNoia and Mr. Boucher responded, no.

Ms. Papale asked that it be noted for the record.

Mrs. Duryea was in favor of receiving quarterly reports to help gain an understanding as to whether or not this position should be funded again at budget time.

Steven Knight, 289 Ivy Street stated that Wallingford is competing with 168 towns in the State of Connecticut as well as hundreds of other towns throughout the region in other states. Speaking as a small business owner he explained that he has to market his business if he wants to survive. In the 1990's towns are now facing the same situation that businesses are. We must market our advantages. We may be fully aware of them, but companies from other states are not aware of them. Our competitors, towns, states, etc., are winning, dining and providing information and any type of assistance necessary to land those businesses. We are competing in every corner of the globe now for the available industry and he feels that we need to see that we get our fair share. He strongly advocated the acceptance of the program.

Mrs. Duryea felt that the best salesperson for the Town is a Town resident with experience in the field of sales/marketing.

Mr. Doherty was of the opinion that, temporarily, we have to change our way of thinking regarding the fear of over development, to meet these new conditions. We will have to watch the growth carefully to be sure it does not get out of control. At this time it is a good idea to fill up all the empty buildings in Town the best we can.

Mr. Killen reiterated his opposition to the plan.

Mr. Holmes stated, in the past Wallingford has sold itself. No longer is it just attractive enough to locate in Wallingford simply because it is a good location. The economics are much deeper than that and if we don't attempt to at least give the tools to the EDC to try to compete we don't have any chance at attracting the businesses. We may not be able to compete with North or South Carolina but we may be attractive enough to compete with towns within the State for those businesses who want to remain in the State and lower their costs. We need the ammunition.

Mr. McDermott felt that we must make economic development our number one priority.

Jim Loughlin, 67 Summerwood Drive asked, will these funds supplement funds that have already been allocated to the EDC?

Mr. DiNoia responded that this will supplement their budget, yes.

Mr. Loughlin felt that the program being proposed would need a great deal more money than is being requested if the EDC plans to use the strategies they have outlined. He asked, rather than spend the funds ourselves, is there any way to contribute them to a regional marketing

commission?

Mr. DiNoia responded, the EDC did not consider the regional approach. The problem with the regional approach is if you are part of a region with an enterprise zone, that enterprise zone will get the business. That is where the salesmanship comes in.

Mr. Loughlin disagreed. He felt that combined funds would buy more promotion time for the towns.

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

ITEM #10b Consider and Approve a Transfer of Funds in the Amount of \$12,795 from Promotional Expenses Acct. #001-7030-600-6020 to Part-Time EDC Rep. Salary Acct. #001-7030-100-1350 - Economic Development Commission

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

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

ITEM #11 Presentation of Conceptual Drawing of the Modifications to Community Pool - Community Pool Renovation Building Committee

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

Steve Knight, Bill Choti and Sal Falconieri, members of the committee, were on hand for the presentation.

Mr. Knight stated that the committee has returned this evening to present a conceptual drawing of the sixteen (16) modifications which the Town Council approved at its last meeting. The committee stressed that the drawing was nothing but a bare sketch. They are presenting it now to make the public and Council aware of three things:

- the many similarities the reconstructed pool will have with the present pool
- of the modifications that will be made to the northwest corner of the pool and the proposed addition of parent peninsulas,
- to explain the reasoning behind the work performed so far.

He pointed out that the three objections to the new pool concept two years ago have been addressed. First, practically the entire south and northeast sides of the pool will maintain the present zero depth feature, especially at the shallow end where young children will swim. Second, parents will be able to watch children of varying ages and abilities that are swimming in different sections of the pool. There will be no fence barriers between different sections of the pool. Third, the renovated pool will be approximately the same size as the present one with some trade-offs concerning the lap lanes and the parent peninsula.

A copy of the list of proposed modifications to Community Pool is appended to these minutes (appendix V).

Mr. Knight emphasized that the special legislation that is allowing the committee to deviate from State regulations does not relieve the committee of the responsibility to the community to provide the safest and healthiest swimming environment possible. To that end, it is the committee's attention to adhere to all the safety and health standards written into the public swimming pool design guide other than those dealing with minimum depth and physical separation of wading and swimming areas.

Besides cost containment, the design of the renovated community pool is being driven by three factors which are:

- features must be designed that attract people from every segment of Wallingford's population in order to justify the investment, hence the inclusion of so many low cost, high return and attractive amenities;
- we cannot compromise the health and safety of the people who will use community pool;
- we must maintain the structural integrity of the facility.

In summarizing he reminded the Council that the committee always welcomes constructive discussion concerning every aspect of this project.

Mayor Dickinson wanted it clarified as to precisely why the committee is before the Council this evening and that is to make sure that everyone is in agreement with the design that is being pursued. If there is no disagreement the next step is to have the design drawn up which incorporates the committee's ideas. We will then be looking to appropriate more money in order to accomplish the complete work for design and ultimate construction. Now is the time to address any disagreements or questions that may arise.

Mr. Killen asked, if the committee is allowing diving in the new pool?

Mr. Knight responded, no. One reason is liability and another is the expense associated with digging down deep enough to allow diving. As it stands now there is a severe ground water problem in the area.

Mr. Falconieri expanded on that issue by explaining that it is impossible to dig down twenty-five feet (25') to pour approximately ten feet (10') of concrete to gain thirteen feet (13') for diving purposes. It is not economically feasible to do so.

Mr. Zandri stated that the concept of the pool seems to be in line with what the Council heard from the public on the plan to reconstruct the pool approximately one and one-half years ago. The basic concern of most of the people who use the facility was the zero depth issue. He was pleased to see that that feature remains. That coupled with the other amenities, the committee is heading in the right direction as far as he was concerned.

Edward Musso, 56 Dibble Edge Road stated that the pool is pretty and the only thing that has not been changed is the location. He asked if the Town can afford the pool?

Mr. Falconieri responded that the committee will not know the cost until the engineer designs the structure and it is placed out to bid.

Ron St. Clair, 69 Gopian's Trailer Park asked, will the increased use of the pool lower the per person cost?

Mr. Knight responded, it is the committee's considered opinion that it is definitely going to lower the cost, specifically due to the added attractive amenities proposed by the committee. The usership will be phenomenally greater than what it is now.

Mr. St. Clair asked if it will be a "break even" venture?

Mr. Knight could not supply those numbers at this time, perhaps at the end of the schematic design phase the committee will have a closer estimate as to the real construction costs and operating costs.

Mr. Musso felt, rather than spend this kind of money on the pool we should channel those funds into bringing Community Lake back.

Mr. Killen commended the committee for going beyond the pool in seeing what is necessary such as the play area and bath house which have demanded attention for a long time.

Michael Robinson, 47 Parker Farms Road asked if anyone has approached the Inlands Wetlands Commission to see if the two and one-half (2 1/2) acres of wetlands located behind the pool can be used?

Mr. Knight responded that the committee has not gotten that far yet. There has been enough controversy over the issue of the pool design and now to try to tackle the destruction of wetlands, the committee did not feel it was wise to do so.

Mr. Robinson responded that he was concerned with the committee's proposal of making twenty (20) parking spaces across the street on Beaumont Road. He felt it would be extremely dangerous for the public to be crossing such a busy street. The traffic usually travels over the speed limit coming down the hill on North Main Street Extension. Could the wetlands area be utilized for parking?

Mr. Knight stated that the committee will take Mr. Robinson's suggestion under advisement and will consider it as they develop the alternatives.

Mr. Robinson pointed out that with the added amenities there will be a need for more parking spaces.

Jon Walworth, 28 Laurelwood Drive, Chairman of the Community Pool Renovation Building Committee stated that the committee was just as concerned with the safety of the children crossing that area. The committee attempted to allocate more parking space on the site by reducing the pool area. That design was rejected. He did agree with Mr. Robinson and felt that more parking, as much as possible, should be added to the back in keeping the area safe. That has been the

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committee's plight all along.

Mr. Robinson asked if there is enough space to come in to the pool area by way of the street located north of the pool on North Main Street Extension?

Mr. Walworth responded that the wetlands area prevents that route from being a viable one.

Ms. Papale thanked the committee for a presentation well done.

Mr. St. Clair wanted to notify the proper authorities that he visited the pool last week and found that the gate was not locked and the doors to the bath houses are not secure, allowing access to anyone. The liability factor involved warrants looking into this matter.

Mr. Knight informed the Council that the committee will be prepared to present the Council with another report at the second meeting of October.

No action taken.

ITEM #12 Consider and Approve the Acceptance of a Quit Claim Deed from Richard E. and Lori Ann Holda to the Town of Wallingford - Town Attorney

Motion was made by Mr. Doherty to Append the Deed to the Minutes, seconded by Mr. Parisi (appendix VI).

Mr. Doherty read correspondence from Corporation Counselor Adam Mantzaris into the record as follows:

"Dear Mayor Dickinson,

This letter is written on behalf of the Engineering Department requesting your placing on an agenda of the Council the acceptance of a quit claim deed from Richard E. Holda and Lori Ann Holda to the Town. The conveyance to the Town is for no money and the land involved is necessary to partially extend two town streets to effect a proper radius as shown on the copy of a map prepared by Thomas W. Herb Associates. The corner will thereby be made more convenient and safer for turning traffic. A copy of the deed and the map is appended. Planning and Zoning approved the transaction on September 13, 1993.

Thank you.

Very truly yours,

Adam Mantzaris
Corporation Counselor"

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

ITEM #13a Consider and Approve Acceptance of Quit Claim Deeds to Roadway Adjoining Property Owners on Grieb Court - Town Attorney

Motion was made by Mr. Doherty to Append a Copy of the List of Property Owners to the Minutes, seconded by Holmes (appendix VI D).

Atty. Mantzaris explained that this issue began in 1989 when the administration....this was one of the few remaining roads in Wallingford that were being cared for by the Town. It was a fairly new road for which the Town had no deed rights. This development was built through variances by the Zoning Board of Appeals rather than a subdivision plan submitted to the Planning and Zoning Commission. If it had gone through P&ZC the commission would have required the developer to deed the roadways involved to the Town as is the case with all subdivisions as is presently the case. It was a complex problem because the lots in that area, it was the old Spring Lake camp grounds, were twenty-five foot (25') lots developed sometime in the 1920's. If they had gone before P&ZC they would have had to get variances to allow those lots to be combined. For that reason the Town never got a deed to this road, Grieb Ct. The Town has been plowing the road for some fifteen years prior to that time. Atty. Mantzaris wrote to the property owners asking that they convey a quit claim deed. Initially, they were not in favor of the idea. For the past few years the Town has left the road alone as far as snow plowing and maintenance was concerned. Through a meeting with the Town Planner, Atty. Mantzaris and one or two other officials last year, most of the residents seem satisfied and were prepared to convey a quit claim deed of whatever interest they may have in the road to the Town in return for the Town taking care of the maintenance of the roadway as it had for some fifteen years prior to that. There remains one property owner who has not agreed to sign the deed. The lack of those two deeds will not interfere with the Town's right to drive onto that road with Town equipment for two reasons, one being that they are on opposite sides of the roadway; one at the back end and one at the front end and secondly (and most importantly), the people who brought property out at Spring Lake received from the grantor, which is Triple B Developers, whatever rights he might have had in all the roadways in Spring Lake. We have, for example, a deed from William T. McNulty and Kathy A. McNulty in which they have a right in the entire roadway. The Town now has their rights to the whole Grieb Ct., the same holds true for the other seven property owners that have deeded over to the Town their quit claim rights to the roadway. The Town will now have legal access to the entire roadway even without the two property owners that he has not received deeds from. With that explanation he suggested that the Council accept Grieb Ct. as a highway in the public road system of the Town of Wallingford.

During this process of trying to get Grieb Ct. residents to sign deeds, several meetings were held. The Engineering Department was involved and Mary Lou, one of the engineers who is a title searcher, discovered that two of the parcels of land, one owned by Mr. Flis and one owned by the Ford family, back in 1949 the parcels were owned by the original owners of Spring Lake. At that time the Town acquired one of the twenty-five foot (25') slips in what land was the Flis property and what land was the Ford property by tax foreclosure. But apparently it was not noticed anywhere by a Town department because there have been innumerable conveyances of the land involving those two parcels to other people through warranty deeds, title insurance, homes were built in the early 1970's on the Ford and Flis parcels. As a general rule people can acquire title to property they do not own if they occupy it and use it like they own it for a period of fifteen

uninterrupted years, it is called adverse possession. Usually, you cannot acquire that type of title from Town-owned property if it has been devoted to public use. These two twenty-five foot (25') parcels of land have not been devoted to a public use because Atty. Mantzaris could not find any evidence that the Town was even aware that it acquired title by foreclosure of taxes. In all actuality it goes back to the 1950's when this land has been used by other people as though it was their own land without interference, as far as he can tell, by the Town of Wallingford. These two parcels of land, the title has been lost to the present owners by adverse possession. Atty. Mantzaris recommended that the Council agree to quit claim deeds to these twenty-five foot (25') pieces, otherwise they will be put to a lawsuit called "Actions to quite title against the Town of Wallingford" to quite or eliminate the Town's interest in those two parcels which Atty. Mantzaris feels would be successful. He asked the Council for an agreement to allow conveyance of the two parcels to the present owners of the parcels, accepting the small parts that are part of the highway easement or the turn around at the end of Grieb Ct.

Mr. Zandri asked, what is the condition of the road?

Atty. Mantzaris responded that the road needs to be worked on. It has not been maintained for some time. It is not in very good condition, it does not need to be resurfaced but it needs to be patched in several places.

Mr. Zandri was concerned because of other situations that we have had in this Town with people trying to build on existing lots and being denied because they do not have a paved road in front of their particular building lot.

Atty. Mantzaris pointed out that the road is paved but needs repair.

Mr. Zandri asked if the Engineering Department has looked at this road and given an opinion on its condition?

Atty. Mantzaris could not answer that they have looked at it. They have not given Atty. Mantzaris an opinion about the condition.

Mr. Zandri stated that he would like to get an opinion from the Engineering Department on the condition of the road and if the Town takes on this road as one of its own what its potential liability may be on straightening it out.

Atty. Mantzaris clarified that there is a pothole as you enter the road from Old Durham Road along with a depression as you approach the turn around. They are not significant but they need work. That is what he means by stating that the road needs repair.

Mayor Dickinson stated that a road was constructed there and, in fact, there is some storm drainage in the road, it may be incomplete. It is not a question of the road being unimproved, it was an improved road with base. Now, it may not be the kind of base that we would accept today, standards may have changed since the time that it was originally constructed, but it is an improved, subdivision type of road. How wide is it, do you know, Adam?

Atty. Dickinson responded, the deeds are showing thirty feet (30').

Mr. Killen: That was my question, how wide the road is, thirty feet?

Atty. Mantzaris: That is what is out there.

Mr. Killen asked, is that acceptable to our standards in accepting a road?

Atty. Mantzaris responded, yes, I think our right of way is fifty feet (50') but we don't pave the fifty, we pave to thirty or thirty-five feet (30-35').

Mr. Killen added, I believe they have some standards whereby we accept a road that is a certain width.

Atty. Mantzaris answered, East Main Street, or parts of it, were narrower. It is thirty feet (30"). That is the deed that we are getting.

Mr. Lavorgna. 6 Grieb Ct. stated that he has been living there since 1974 when the house was brand new. He wanted to be assured that should the Town accept Grieb Ct. as a Town road it would never be widened beyond thirty feet (30'). The reason he asked is that, should the road be widened he would have to built steps to get down to his garage. He will not be able to use his driveway. He explained that a depression exists in the road because a culvert was installed by the Town when they were experiencing a flooding problem. Deeds were signed at that time saying that no one would bring suit against the Town. The road was paved at that time.

Atty. Mantzaris asked, wasn't that question raised at the meeting that Linda Bush attended? It was discussed that there was no consideration or feeling that the road could ever be widened.

Mr. Parisi reminded the Council about East Main Street and the fact that the residents did not want it widened either. There were a lot of problems there that were straightened out only recently. He did not want Mr. Lavorgna to leave the meeting this evening thinking that he had a guarantee that the road would not be widened.

Mr. Lavorgna stated that there is a sewer line beneath the road and asked, if you accept the road do you accept the sewer line?

Atty. Mantzaris stated that the Water and Sewer Divisions have an easement halfway up the road for the sewer. Acceptance of the balance of the road would give the Town the right to go in and repair the rest of the sanitary sewer main. For some reason the Town did not acquire an easement for its entire sewer main. This conveyance, if accepted, will cure the problem for the remaining half of Grieb Ct. for which the Town does not have an easement for to go in and repair a sewer main for any reason.

Mr. Zandri felt that two departments were missing at the meeting tonight, the Water & Sewer Divisions and Engineering department. Any time, to the best of his recollection, that a road is accepted by the Planning and Zoning Commission they get a report out by the Engineering Department on the condition that road is constructed by a contractor and whether or not it should be accepted by the Town. He felt that the Council is being asked to perform a similar chore of

accepting a road minus the information/input from those two departments.

Mr. Lavorgna stated that it behooves the Town to accept the road in the near future because he is paying the Town \$250 per month in taxes for something that he is not getting.

Mayor Dickinson stated that he has been trying to clear this situation up for some time. This case is a little bit different than the new subdivision or developer because, in those cases there is a bond on the work and the developer is still liable to complete the job properly before we can take title. In this instance there is no developer to fix the road if it is not deemed to be in A-1 condition. The developer is long gone. If we (the Town) don't fix the road the residents are left without the means of receiving the care, as Mr. Lavorgna pointed out, that they are paying for.

Mr. Parisi pointed out that it is the corporation that has disappeared, not the principles, they are still here on Route 5.

Mr. Jeff Flis, 2 Stetson Street, property owner of Grieb Ct. explained that his parents, Joseph and Barbara Flis purchased a house on Grieb Trail. At that time there were two Grieb Trails. There was one hundred feet (100') of Town property also on the map as Grieb Trail that when the development was finished they were supposed to be connected together and become one Town road entitled Grieb Trail. All of the landowners on that street, when they bought the house, were supposed to sign quit claims, quit claiming their interests in Grieb Trail when both roads were connected. It turned out that the road was too narrow, the Town did not want it and somewhere around December 1973 the road was tarred. Upon tarring a temporary cul-de-sac was put in. Atty. Mantzaris asked Mr. Flis to quit claim the temporary turn around latter part of 1992 and which he denied stating that it should never have been there to begin with. At that point Atty. Mantzaris went to Stephen Barberino to obtain a quit claim. That explains why Mr. Flis' property at 13 Grieb Ct. is not on the property. Stephen Barberino signed a quit claim to the Town of Wallingford as its "duly authorized president of a corporation organized and existing under the laws of the State of Connecticut having a principle place of business in Wallingford" November 30, 1992. Mr. Flis had an attorney check into the quit claim and found that Triple B Development went out of business approximately 18-19 years ago. There is no Triple B Development, nor is there a president for Triple B Development and on top of it there is no corporation existing under the laws of the State of Connecticut or having a principle business in the Town of Wallingford. On November 30th Triple B Development nor Stephen Barberino owned 13 Grieb Court. Mr. Flis owns 13 Grieb Court and he has his deed which is recorded for 13 Grieb Court and before that his parents owned it because that is who he bought it from. There is no legal quit claim for 13 Grieb Court on file.

Mr. Parisi commended Mr. Flis for a fine presentation and asked, did Mr. Barberino as Triple B Development?

Mr. Flis responded, he conveyed it as "duly authorized president of Triple B Development".

Mr. Parisi stated that Atty. Mantzaris better research the deed.

Mr. Flis went on to say that his parents lived on Grieb Trail for approximately three months when the name was changed on the road and they were stuck with a turn around which they have been fighting for/ since 1973 seeing that the developer did not go through the proper channels with the Planning & Zoning to obtain the proper permits and variances, etc. that is required. Stephen Barberino and Triple B Development did pretty much anything he wanted to do with that property. To begin with it was a wetlands area. It has been a nightmare. For all practical purposes you will have a tough time finding an attorney that would want to touch this case.

Mr. Parisi asked, does it or does it not exist?

Atty. Mantzaris responded, it existed for this purpose. He explained that what Mr. Flis is talking about, the part that he owns, his parents took their title from Triple B Development in 1973. Their deed, after describing the property that their house is built on, "said premises are also conveyed subject to an easement for the benefit of the Town of Wallingford its successes or assigns, for roadway or public highway purposes shown on said map within the area delineated easement for Town of Wallingford for roadway use". There was a map which was recorded showing that.

Mr. Flis explained that the map is a portion of Grieb Trail. When his parents bought their home they closed on December 14, 1973, Friday night to be exact, their deed was recorded first thing Monday morning, December 17, 1973. On a Monday morning, 9:40 a.m. Stephen Barberino must have been waiting in front of this building for it to open up for him to record that deed. But if you look at that deed that Atty. Mantzaris has there for that map, that map was recorded on January 22, 1974, six weeks after the closing because that map was not available at the closing because the road was supposed to have been Grieb Trail and all land owners were supposed to sign quit claim deeds for their portion of Grieb Trail. His parents were the first ones to buy a house on Grieb Trail and after they closed, put the road in, put the temporary turn around in, found out that the road was not going to be accepted by the Town, that gave them six weeks to do anything they wanted to do with that map.

Atty. Mantzaris responded, that is news as far as the map recording is concerned. The deed to his parents and the property that Mr. Flis owns was burdened by an easement to the Town of Wallingford for highway purposes as shown on the map that was recorded. Triple B Developers never executed a deed of that highway easement to the Town of Wallingford. He questioned whether it was even necessary, but they never did. There is a State Statute, Section 33-378 - Effective Dissolution which states, "Dissolution terminates the corporate existence of the dissolved corporation". Triple B dissolved. Subsection (b): "A dissolved corporation shall cease to carry on its business and shall do only such acts as are necessary or expedient to collect, convey and dispose of such of its properties as are not to be distributed in kind to its shareholders, pay, satisfy and discharge or make adequate provisions for its liabilities and obligations, distribute its assets, and adjust and wind up its business and affairs as expeditiously as practicable, and for such purpose it shall continue as a corporation". Atty. Mantzaris had no question that it

was a valid deed from Triple B to the Town of Wallingford of the turn around and there is absolutely no question that the property Mr. Flis owns is subject to a highway easement to the Town of Wallingford. They bought that land with that encumbrance. There is no way to get rid of that encumbrance. It is on his deed and will remain there forever.

Mr. Parisi asked, when did the Town get the easement?

Atty. Mantzaris responded that the deed to Mr. Flis was dated December 14, 1973 and that deed subjects his property to the Town easement.

Mr. Flis answered, I believe that you are talking about the quit claim deed from Triple B Developers which was November 30, 1992, which was signed on November 30, 1992 but it was recorded on December 8, 1992?

Mr. Parisi responded, yes, that is what I am asking. How could Triple B Developers deed his property when he owned it?

Mr. Flis responded, my attorney informs me that the deed is worthless and he will go to court in a heartbeat.

Mr. Holmes responded, they all will no matter what.

Atty. Mantzaris responded, Triple B conveyed the easement that they retained.

Mr. Flis explained that the easement for highway purposes on his parent's deed was intended for Grieb Trail. Grieb Trail was supposed to be a public road. The Town turned down the public road and ended up to be a dead end road. That was not the original intention of the road. The lot known as 13 Grieb Court is covered by a road.

Mr. Solinsky asked if the quit claim deed of 1992 was ever accepted by the Town Council?

Atty. Mantzaris responded, no.

Mr. Solinsky asked, should it have been?

Atty. Mantzaris answered, I don't know. I suppose that it should have been.

Mr. Solinsky asked, should it still be?

Atty. Mantzaris answered, yes, it should still be. A lot of easements do not come before the Council, whether they should or not, it would go through Planning and Zoning. This one did not go through P&ZC either. That is why this deed is recorded before coming before the Council. It is a conveyance of an interest in real property and so it fits the Charter definition.

Mr. Parisi stated that it was supposed to come to the Council according to the Charter.

Atty. Mantzaris stated that is should have come before the Council.

Mr. Parisi responded, then it is not valid.

Atty. Mantzaris stated, it is a valid deed, it is not accepted by the Town Council.

Mr. Killen pointed out that this entire issue has to go before Planning and Zoning Commission by State Statute.

Atty. Mantzaris responded, you're right...we have done it in reverse a number of times, it has come before the Council first before going to P&ZC.

Mr. Killen stated he has always been opposed to that action since the Council appoints the P&ZC and to take action contingent upon P&ZC's approval is not following the rules. If this had gone before P&ZC first like it is supposed to then a lot of issues could have been resolved for they always have the Town Engineer and utilities present at their meetings. He stated he would not vote on this issue tonight.

Ms. Papale asked, what is the reason that you or your dad does not want to sign the quit claim like everyone else.

Mr. Flis responded, when the Town refused to accept Grieb Trail as a road and constructed a turn around on three of Mr. Flis' parent's lots his parents felt that they got the short end of the stick. That is the bottom line. He felt that Triple B Developers should never have been allowed to build there to begin with, but that was beside the point. It is over and done, it is history.

Ms. Papale stated that we have to now think of the neighbors on that street and how they will need the road plowed in the winter.

Mr. Flis answered, the main concern of a lot of land owners on Grieb Ct. is allowing the access of other builders to come up and build other developments behind there using Grieb Ct. as an outlet. If they are allowed to have an easement on 13 Grieb Ct., which have to be all of lots 16, 17 & 18 we are going to have more developments. These homeowners will no longer be located on a nice, cute little dead end road.

Ms. Papale asked Mr. Flis what he will gain by refusing to sign a quit claim deed since all his neighbors have?

Mr. Flis responded that he has nothing to lose. What is extremely frustrating is that this whole thing was a nightmare to begin with and then basically put to bed until recently when Romeo Dorsey wanted to use 13 Grieb Ct. to come through with sewers and a road so that he can build some houses on property that he has. In response to Mr. McDermott's question of why wasn't P&ZC involved? They were involved, they already turned down permits for sewers and buildings as far as going through 13 Grieb Ct. because they know that it would be going through a private land owner's property. He was in possession of a letter from Linda Bush to the Building Inspector stating so.

Mr. Holmes stating that everyone has an interest here whether it is Mr. Flis as a homeowner or the property owners in back of him. From their point of view (property owners) they would want use of their land. It is a common occurrence that people don't want development next to them. He asked Mr. Flis, what are you looking for in this particular situation? Is this a negotiable position between you and

the Town?

Mr. Flis reiterated that he owns 13 Grieb Ct. free and clear, no easements, no liens. If someone wanted to negotiate with him on those terms under which he owns it, free and clear, then he would talk to them.

Mr. Holmes stated, quite frankly, I don't know who is right in this matter.

Atty. Mantzaris stated that there was no question about the fact that the deed conveyed to his parents was made subject to an easement for highway purposes to the Town of Wallingford. There is no question as to the status of that property. There is some bad blood between the Flis family and Romeo Dorsey but that should not play a part in your decision in this matter. Mr. Flis, unfortunately, is trying to make it part of the issue. The words "subject to an easement" shows that Mr. Flis will never own the property "free and clear" as he describes. Under our real property law he never will own it free and clear unless the Town relinquishes its easement, which it won't because they are necessary for that road. Whatever you may think or say about the deed from Triple B (which Atty. Mantzaris believes the State Statute takes care of), in his error in not coming before the Council for their acceptance of that deed or in going to PZ&C for their acceptance of this roadway because he never thought of it since the road has been in existence for such a long time and used, it did not occur to him, but that aside they will not have any effect on the need for that highway easement or that the Town owns that highway easement.

Mr. Lavorgna, 6 Grieb Ct. explained that the reason he changed his mind, and he was once adamantly against Mr. Dorsey developing the property, was due to the fact that a neighbor of his went to refinance his home. One of the questions the bank had was, is your house on a public road, do you have direct access to a public road? In his honest answer was, no. The bank held up the closing and hesitated to give the mortgage again because of the private road. We have a Hatfields and McCoys situation, here with these two families. There has to be a compromise. This is America and a man has the right to develop his property. He had no problem with Mr. Dorsey developing his property if it goes through the proper channels and receives the proper permits and approval.

Romeo Dorsey, 122 S. Orchard Street stated that he has owned the land for over twenty-five (25) years. The whole thing started when he looked into building a home for his son on his property. There is no question that the land in the cul-de-sac is Mr. Flis' but there is an easement. No different than the sewer easement on his land. Mr. Barberino placed that cul-de-sac there because he wanted to buy Mr. Dorsey's land. Mr. Flis was not even aware of the fact that he owned the land until Mr. Dorsey got involved in the issue. Mr. Dorsey stated that Mr. Flis has not paid taxes on it. Two years ago when Mr. Dorsey first brought this issue to light Mr. Flis went to the Assessor's Office for a tax bill so that he could become current in his taxes. He went on to say that there is a letter in the file at the Engineering Office stating that the road is acceptable. He had the land surveyed, went to the Zoning Board of Appeals, Wetland Commission and obtained the necessary approval. Mr. Flis now puts up a mailbox on the property. The Council must vote what is right for

the Town. There are eight families who want that road accepted.

Mr. Dorsey informed the Council that there are three court cases, two in Saybrook and one in Bridgeport on the same principle. When the town maintains a road for fifteen years, or for any length of time, it is automatically a town road. Mr. Flis may own the cul-de-sac but it does not stop anyone from going across the land.

Ms. Papale stated that all other parties involved have been aware of this situation for the past two to three years. The Council has only received this information within the past few days.

Mr. Dorsey stated that the Town Attorney works for the Town. He has researched this case and presented facts to the Council. If the Council does not listen to their Town Attorney then fire him.

Mr. Flis retorted that he has proof of every statement he made this evening and offered it at every opportunity. He reminded everyone that the letter from Linda Bush states that Mr. Dorsey was denied permits or approval from the Wetlands Commission.

Atty. Mantzaris asked if the Council would consider accepting the road subject to approval of PZ&C?

The majority of the Council did not feel comfortable doing so.

Mr. Solinsky asked Atty. Mantzaris, do the three lots, 16, 17 & 18 now constitute one lot?

Atty. Mantzaris responded, yes.

Mr. Solinsky then asked, does the easement cover the entire lot?

Atty. Mantzaris, yes.

Ms. Papale stated that the Council are not judges or referees. They try to use the best judgement in the matter. She did read the letter from the Wetlands Commission which stated that the "...Dorsey property has 14' of frontage on Durham Road but I understand that Wetlands prevent that from being used for access for either vehicles or sewer".

Mr. Dorsey stated that he asked for that letter from Wetlands so that he could have his assessment reduced. He could not obtain a building permit.

Motion was made by Mr. McDermott to Move the Question, seconded by Mr. Holmes.

Mr. Killen wished to read a portion of the State Statute into the record, therefore Mr. McDermott withdrew his motion to move the question, Mr. Holmes withdrew his second.

Mr. Killen read the following into the record: "No municipal agency or legislative body shall locate, accept, abandon, widen, narrow or extend any street, bridge, parkway or other public way locate, relocate, substantially improve, acquire land for, abandon, sell or lease any airport, park, playground, school or other municipally owned property or public building, locate or extend any

public housing development, redevelopment, urban renewal project or locate or extend public utilities and terminals for water, sewage, light, power, transit or other purposes until the proposal takes such action has been referred to the commission for a report".

He pointed out that the PZ&C has to take action first, you cannot take action contingent upon the PZ&C's action.

Atty. Mantzaris stated that the second part of that sentence states that the Council is not bound by the Planning & Zoning Commission report.

Mr. Killen argued that the Council cannot take action until they receive the report.

Atty. Mantzaris pointed out that the action is contingent upon the PZ&C action which makes the Council second. Your approval would come after the PZ&C's approval even though the Council is taking their action ahead of the approval.

Mr. Killen disagreed.

Atty. Mantzaris will try to get this item on the agenda of the Planning and Zoning Commission Meeting for next Monday.

Motion was made by Mr. McDermott to Table Items 13a, b & c, seconded by Mr. Holmes.

VOTE: Duryea, Holmes, Solinsky and Papale, no; all others, aye; motion duly carried.

ITEM #14 Consider and Approve a Resolution Regarding the Proposed Wallingford Center Historic District - Mayor's Office.

Motion was made by Mr. Doherty to Approve the Resolution and Append a copy of it to the Minutes of this Meeting (appendix IX), seconded by Mr. Parisi.

Mayor Dickinson explained that the proposed Historic District encompasses North and South Main Street. There was a meeting earlier in September where property owners were notified and representatives from the State Historic Commission came in and explained the rights and ramifications of adoption of a district. It has come to our attention that there are three or four properties on Center Street which are included in this district. Our concern is one of the properties is Town of Wallingford owned, 390 Center Street. The Town has no interest in maintaining the structure and it appears that the inclusion of any properties on Center Street is an aberration given the boundaries of the district, in general. The language of the resolution is explanatory and the Mayor stated that the district, as drawn, should not be approved. It should only include properties on North and South Main Street. If it is to include the Center Street property then we are proposing this objection. The owner of the property known as 382-384 Center Street also objected to area being included in the historic district. By objecting to the boundaries we are objecting all of it. If the Council objects the resolution tonight you are objecting to the entire historic district.

Mr. McDermott stated that twice this issue has come to the Town for approval and twice the people voiced their opposition to it therefore it was defeated. He felt this was a "back door" approach to trying to get the historic district in town once again. He was opposed to the entire concept.

Mr. Parisi agreed with Mr. McDermott stating that the homeowners twice rejected the district. How many more times is it coming before the Council? He stated that after the second vote he committed himself to be opposed to any further proposal of an historic district. Therefore he is voting in opposition tonight.

Mr. Killen stated that it was his understanding that this was a different concept of the historic district. It was not as strict.

Mr. Parisi asked, when do we recognize that the majority of people do not want this?

Mr. Doherty stated that, in both cases, fifty-one percent (51%) of the people wanted the historic district but the stringent requirements called for sixty-seven percent (67%), two-thirds. The majority has indicated twice that they want it. A simple majority. The overwhelming majority did not come through.

VOTE: Holmes, McDermott, Parisi and Papale, no; all others, aye; motion duly carried.

Motion was made by Mr. Doherty to Reconsider Item #13c, seconded by Mr. Parisi.

VOTE: All ayes; motion duly carried.

ITEM #13c Consider and Approve Town Conveyance to Adjoining Property Owners of Certain Foreclosed Property - Town Attorney

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

Atty. Stephen Rolnick, 2832A Whitney Ave., Hamden, representing Stephen and Kathy Ford who reside at 9 Grieb Ct. was on hand to explain the situation to the Council.

This property was once part of a large, undeveloped piece of property. Back in 1914 when it was undeveloped, the Town took a small chunk outside of the middle of the property in a tax foreclosure. Subsequent to that taking there were transfers of the property which in the deeds to those transfers included that little chunk that the Town took. There were several subsequent deeds, the property was developed, the house in which his clients live was built on the lot which included that little chunk and the house has been there approximately twenty (20) years. He believes his clients have title to the property by adverse possession and under the marketable title act. This problem came up and his clients were not comfortable with the idea that they would have title by adverse possession or as a result of the marketable title act which can result in signing an affidavit to the buyers should they sell the property. By signing a quit claim deed to the Fords it clears up the deed to the land which Atty. Rolnick believes his clients have title to. It will help to remove any question at all.

Atty. Mantzaris fully agreed and stated that there are two Supreme Court cases that support the proposition that Atty. Rolnick stated. He suggested that the Council act only on the Ford deed tonight.

Motion was made by Mr. Holmes to Authorize the Town of Wallingford to Convey Property by Quit Claim Deed to Stephen and Kathleen Ford, seconded by Mr. Doherty.

VOTE: All ayes; motion duly carried.

ITEM #15a Consider and Approve a Resolution Authorizing the Mayor to Enter Into and Amend Contractual Instruments on Behalf of the Town with the Department of Social Services of the State of Connecticut for a Child Day Care Program - Community Day Care

Motion was made by Mr. Doherty to Approve the Resolution and Append a Copy of it to the Minutes (appendix X), seconded by Mr. Parisi.

Mr. Holmes left at 12:42 A.M.

Kathleen Quinn, Director of the Wallingford Day Care Center explained that this resolution allows the Mayor to enter into the contract with the State.

Mayor Dickinson explained that the basic purpose is the same but the relationships have changed between the parties. The State's position is that they do not now recognize delegate agencies. There is no longer a master contract. There is no direct relationship between the day care organization and the State of Connecticut. Day care is now providing the service for the Town and if there is any problem the Town will now be looked to by the State of Connecticut and not the day care agency. The day care is now a subcontractor of the Town of Wallingford. The services will be rendered in the same manner.

Mr. Zandri asked what are the legal ramifications?

Mayor Dickinson responded that the Town's liabilities would have to cut through the subcontractor status. If they are using a Town-owned facility then our liabilities are pretty clear.

Ms. Quinn stated that the day care center has instructed their insurance carrier to list the town as a named insured on their policy. She went on to point out that the day care center has operated successfully now for some twenty-five years. They are very close to completion of a new facility which will broaden their scope of service and allow them to serve low and middle income families much more efficiently than they ever had in the past. They are on the fifth year of level funding which makes it more difficult to operate the business. They are looking to other sources for funding so that they can continue to provide such services.

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

ITEM #15b Consider and Approve an Agreement Between the Town of Wallingford and the Wallingford Community Day Care Center Inc. to Operate the Child Day Care Program - Community Day Care

Motion was made by Mr. Doherty to Approve the Resolution and Append a Copy of it to the Minutes of the Meeting (appendix XI), seconded by Mr. Parisi.

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

ITEM #15c Consider and Approve a Resolution Authorizing the Wallingford Community Day Care Center, Inc. to Borrow Amounts as Necessary from the Town of Wallingford (until receipt of State Grant Funds) - Community Day Care

Motion was made Mr. Doherty to Approve the Resolution and Append a Copy to the Minutes of the Meeting (appendix XII), seconded by Mr. Parisi.

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

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

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

There being no further business the meeting adjourned at 12:56 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

OCT 26 1993

Date

Kathryn J. Wall
Kathryn J. Wall, Town Clerk

OCT 26 1993

Date

R E S O L U T I O N

WHEREAS, Various Merchants of Simpson Court and North Main Street, Wallingford, Connecticut plan to conduct an outdoor event on Saturday, October 2, 1993; and

WHEREAS, a large number of people are expected to participate making it necessary to close certain public highways to all vehicular traffic to insure public safety;

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WALLINGFORD that Simpson Court, in its entirety, be closed to vehicular traffic on Saturday, October 2, 1993 from 7:00 A.M. to 9:00 P.M.

DATED at Wallingford, Connecticut this 28th day of September, 1993.



NAHRO
60Years

National Association of Housing and Redevelopment Officials
1320 Eighteenth Street, Northwest, Washington, D.C. 20036-1811 (202) 429-2960
Fax (202) 429-9684

September 1, 1993

Ms. Iris Papale
Chairperson
Wallingford Town Council
45 South Main Street
Wallingford, CT 06492

Dear Ms. Papale:

For the past two years, I was honored to serve as President of the National Association of Housing and Redevelopment Officials (NAHRO).

The opportunity to work with other local professionals on housing, and community and economic development issues has been particularly gratifying because NAHRO, with the help of these leaders, has contributed to the recent advances in our profession.

These advances have been achieved as the result of the efforts of many competent, dedicated people doing the public's business in our field. I am proud of the many contributions John P. Savage of the International Committee has made during my term as President. It has been my privilege to have worked with such a knowledgeable and dedicated person.

On behalf of NAHRO and myself, let me acknowledge and thank you and your community for the efforts of John P. Savage, who worked with us on national housing, community and economic development issues.

Sincerely,

Jack Quinn
President

Jack Quinn, PHM, President. Robert L. Armstrong, Senior Vice President. Corina Robertson, Vice President - Commissioners. Kurt Creager, Vice President - Community Revitalization and Development. Mary James, PHM, Vice President - Housing. Tom M. Oliver, Jr., Vice President - Member Services. Lana Balka, PHM, Vice President - Professional Development. Richard Y. Nelson, Jr., Executive Director

AN ORDINANCE APPROPRIATING \$2,000,000 FOR THE DESIGN AND CONTRACT ADMINISTRATION PHASE OF TOWN-WIDE SCHOOL SYSTEM IMPROVEMENTS AND AUTHORIZING THE ISSUE OF \$2,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. The sum of \$2,000,000 is appropriated for the design and contract administration phase of Town-wide school system improvements including feasibility studies, additions and expansions, code compliance, renovations and related improvements to various town schools, and architects' and engineers' fees, equipment, surveying, project management and contract administration, and for administrative, printing, legal and financing costs related thereto.

Section 2. To meet said appropriation \$2,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date. The total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor, the Comptroller, and the Town Treasurer, or any two of them, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, and be approved as to their legality by Robinson & Cole, Attorneys-at-Law, of Hartford. They shall bear such rate or rates of interest as shall be determined by the Mayor, the Comptroller, and the Town Treasurer, or any two of them. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds shall be determined by the Mayor, the Comptroller, and the Town

Treasurer, or any two of them, in accordance with the General Statutes of the State of Connecticut, as amended.

Section 3. Said bonds shall be sold by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold upon sealed proposals at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be subject to the approval of the Town Council.

Section 4. The Mayor, the Comptroller, and the Town Treasurer, or any two of them, are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, be approved as to their legality by Robinson & Cole, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marking them, to the extent paid from the proceeds of such renewals of said bonds, shall be included as a cost of the project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town of Wallingford (the "Issuer") hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid after the date of passage of this ordinance in the maximum amount and for the

capital project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Issuer. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Issuer hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Comptroller or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration. This declaration shall be made available in the office of the Clerk for public inspection within thirty days of its passage, and any amendment shall be made available for public inspection within thirty days of such amendment.

September 1, 1993

A PROGRAM ESTABLISHING A PERSONAL PROPERTY TAX INCENTIVE FOR THE TOWN OF WALLINGFORD

Section 1. Purpose

The purpose is to establish an incentive program for the Town of Wallingford, in order to attract manufacturing companies to locate or expand in Wallingford through the temporary fixing of personal property assessments in such facilities in accordance with the Connecticut General Statutes 12-65b-12-65h.

Section 2. Program

(a) The Town of Wallingford, acting by its Mayor, may enter into written agreements with the owner(s) and/or lessee(s) of certain property located within the Town, which agreements may provide for the temporary fixing of the personal property assessments, subject to the requirements as set forth in this document.

(b) Any applicant for such benefit shall be eligible to enter into a written agreement with the Town provided it complies and conforms with the following requirements.

1. The applicant is a manufacturing company as defined by Connecticut General Statutes.
2. The applicant is located in a commercial/industrial property that is approved for such use by the Wallingford Planning & Zoning Commission.
3. The applicant is current in the payment of any taxes due to the Town of Wallingford and shall remain current in order to receive the benefit of this program.
4. The period of benefit commences with the first applicable grand list subject to prior receipt of a completed application. Any agreement entered into pursuant to this program shall not be subject to assignment, transfer or sale. In the event that any such agreement is assigned, transferred or sold, then and in that event, the agreement shall terminate as of the effective date of said assignment, transfer or sale.

5. Schedule.

<u>Amount of Net Increase In Assessed Value of Personal Property</u>	<u>Time Period</u>	<u>% Reduction In Assessment When Locating In Existing Building</u>	<u>% Reduction In Assessment When Locating In New Construction</u>
\$100,000 to \$499,999	3 years	50%	50%
\$500,000 to \$1,000,000	2 years	50%	25%
\$1,000,000 to \$2,000,000	2 years	55%	30%
\$2,000,000 to \$2,999,999	2 years	60%	40%
\$3,000,000 to \$5,000,000	7 years	65%	50%

Net increase is defined as gross assessment less exemptions granted under Connecticut General Statute 12-81 (72).

Section 3.

This incentive program is in effect for two years from date of approval by the Town Council.

Approved by the Business Development Task Force
August 31, 1993.

WALLINGFORD COMMUNITY POOL
RENOVATION BUILDING COMMITTEE

SCOPE OF PROJECT SCOPE ITEMS

September 7, 1983

TO: WALLINGFORD TOWN COUNCIL
FROM: WALLINGFORD COMMUNITY POOL RENOVATION BUILDING COMMITTEE

We are proposing the following alterations to Community Pool:

1. Replace all filtering systems including piping, pump motors, etc. to meet or exceed Department of Health filtration requirements. Replacement of the entire recirculation system, with the addition of approximately three hundred inlets and outlets, will necessitate replacement of the entire pool bottom and deck with an acceptable concrete-type material.
2. Install gutters and skimmers. This will necessitate reengineering, modification and extension of all the existing walls, especially on the north side to avoid stream encroachment.
3. Install a water flume and grade the pool area into which it empties to 3 1/2 to 4-foot depth.
4. Demolish the existing filter building. Construct a new and larger one to house the new filters. The existing west wall, which will be next to the new filtration building, will need to be reengineered.
5. Install as feasible a new sign and repair or replace the chain link fence.
6. Add ten or more parking spaces on Beaumont Road as a separate project. Town to provide appropriate traffic signage, or flashing signal to ensure pedestrian safety.
7. Reduce the depth of the pool at the northwest corner area to eliminate the groundwater pressures and destruction of pool. This can be done without reducing the pool perimeter. The current ban on diving would remain in place.
8. Acquire and install wood shade units and tables.
9. Add gutters to all zero depth areas. This will most likely require a small step in those areas.
10. Install a parent peninsula on south side between adult and child pool areas to facilitate parent/child interaction, promote better water distribution and provide a base for a lifeguard stand.

11. Acquire and install a floating bulkhead for lap area.
12. Increase water turnover approximately 400% to once every six hours.
13. Perform major renovations to bathhouse in order to make it comfortable and attractive.
14. Add play equipment to grassy area to the east of the bathhouse; equipment such as shuffleboard, volleyball and bocci courts.
15. Commission design and submit same to Connecticut Department of Health Services for approval.
16. Add staff parking to the southeast of the bathhouse.

Finally, it is important to recognize that the paramount committee's paramount goal has been for the Town of Wallingford to obtain optimum value for the money to be expended. Only through a comprehensive renovation of this facility such as is suggested above will the resultant predicted payback of 100% of operating costs be achieved.

QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:
KNOW YE, THAT RICHARD E. HOLDA and LORI ANN HOLDA, both of the
Town of Wallingford, County of New Haven and State of
Connecticut, whose mailing address is 1002 New Rock Hill Road,
Wallingford, Connecticut, 06492, herein designated as the
Releasor, for THE CONSIDERATION of ONE DOLLAR (\$1.00) AND OTHER
VALUABLE CONSIDERATIONS received to the Releasor's full
satisfaction from THE TOWN OF WALLINGFORD, a municipal
corporation organized and existing under the laws of the State
of Connecticut, acting herein by WILLIAM W. DICKINSON, JR., its
Mayor, duly authorized, herein designated RELEASEE, does by
these presents remise, release and forever Quit-Claim unto the
said Releasee, and unto the Releasee's successors and assigns
forever, all the right, title, interest, claim and demand
whatsoever as the said Releasor has or ought to have in or to
that certain piece or parcel of land situated in the Town of
Wallingford, County of New Haven and State of Connecticut,
bounded and described as follows:

That certain parcel of land shown as Parcel "B" on
map entitled "Map Showing Property of Richard And
Lori Holda Jobs Road & New Rock Hill Road Wallingford
Conn." Date: 4-30-1993 Scale: 1"-20'. Prepared by
Thomas W. Herb Conn Reg. #12880. Said map on file
in the office of the Wallingford Town Clerk.

or to
or si.

BEGINNING: at a concrete monument found on the existing northwest corner of two town highways known as Jobs Road and New Rock Hill Road. Said concrete monument also being the existing southeasterly property corner of land of the Releasor herein.

THENCE: in a general westerly direction along the northerly street line of said New Rock Hill Road for a distance of 30.32 feet to a concrete monument.

THENCE: in a general easterly counter clockwise direction along a curve to the right with a central angle of 100-59-38 and a radius of 25.00 feet through land of the Releasor to a concrete monument on the westerly side of said Jobs Road.

THENCE: in a general southerly direction along the westerly street line of said Jobs Road for a distance of 30.32 feet to the POINT OF BEGINNING. Said Parcel containing 207+/- Sq.Ft.

TO HAVE AND TO HOLD the premises hereby remised, released and quit-claimed with all the appurtenances unto the said Releasee and to the Releasee's successors and assigns forever, so that neither the Releasor nor the Releasor's heirs, successors and assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

In all references herein to any parties, persons, entities

or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Releasor has signed and sealed this instrument this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

RICHARD E. HOLDA

LORI ANN HOLDA

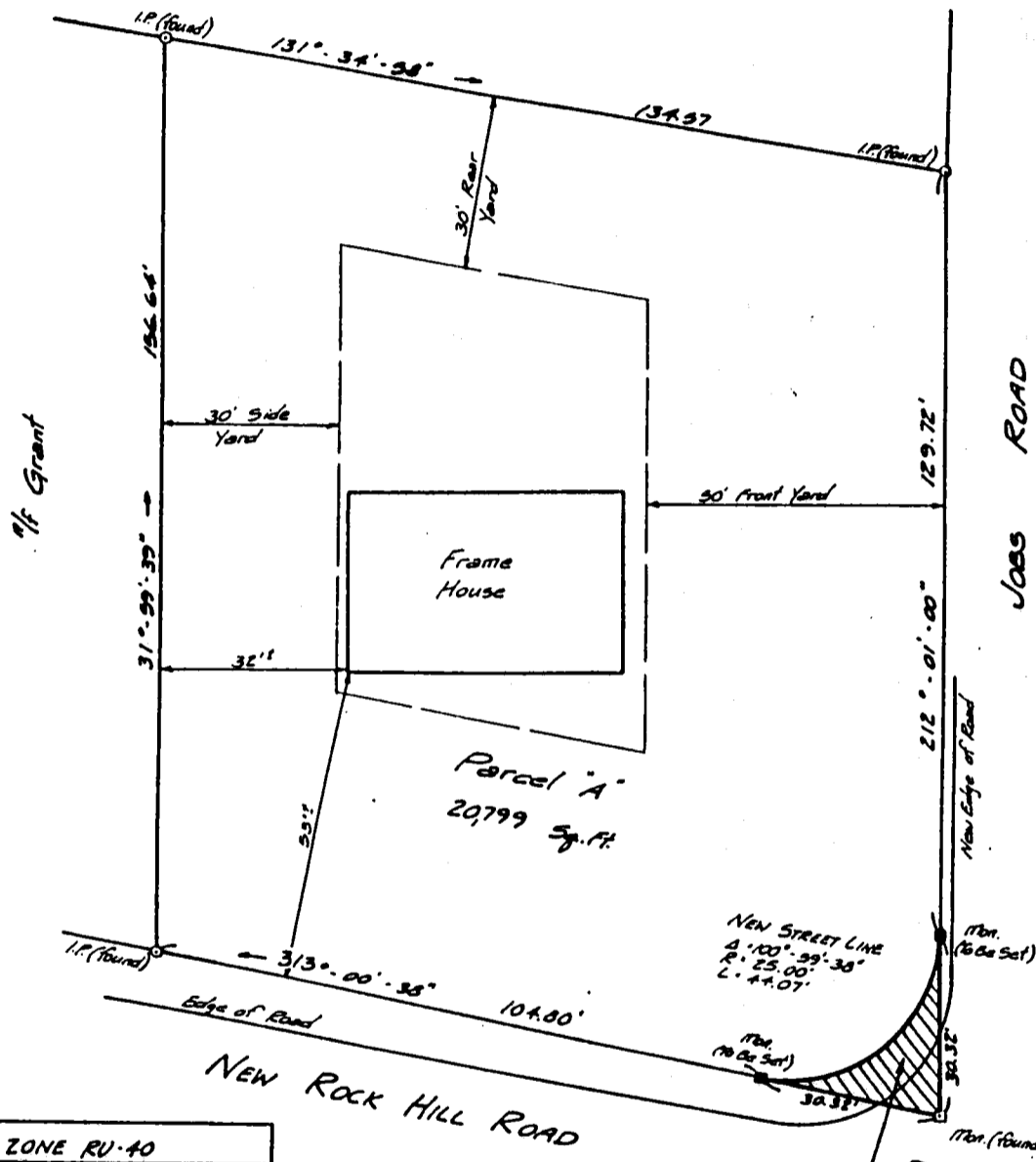
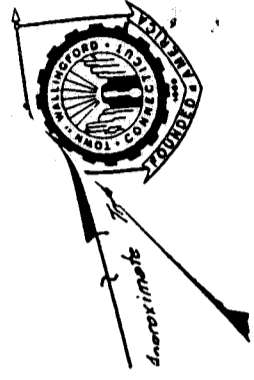
STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

The foregoing instrument was acknowledged before me this day of _____, 1993, by Richard E. Holda and Lori Ann Holda.

If Kammour



ZONE RU-40			
AREA	REQUIRED	EXISTING	PROPOSED
	10,000 Sq. Ft.	21,006 Sq. Ft.	20,799 Sq. Ft.
FRONTAGE	150.00'	160'	160'
FRONT YD.	50.00'	55'	55'
SIDE YD.	30.00'	31'	31'
REAR YD.	30.00'	64'	64'

MAP SHOWING PROPERTY OF
 RICHARD + LORI HOLDA
 JOBS ROAD + NEW ROCK HILL ROAD
 WALLINGFORD, CONN.

Parcel B 207 Sq. Ft.
 To be Conveyed to the
 Town of Wallingford

FIXED LINE PHOTOGRAPHIC
 FILING MYLAR
 BY
 JOHN L. PRENTISS & CO., INC.
 35 PRATT ST.
 MERIDEN, CT 06460

See Reference:
 Map of Land Owned by Peter J. Heilig
 Wallingford, Conn. State - 1940. June 1993

BEARINGS SHOWN ARE AS MEASURED CLOCKWISE
 FROM ZERO AT THE DATUM SPECIFIED ON THE
 NORTH ARROW.

HEREBY CERTIFY THIS MAP AND FIELD SURVEY OF May 1993
 FOR WHICH IT IS BASED TO BE SUBSTANTIALLY CORRECT TO
 THE STANDARDS OF A A-E SURVEY AS DEFINED BY THE
 CODE OF PRACTICE FOR STANDARD OF ACCURACY OF SURVEYS
 AND MAPS, ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND
 SURVEYORS, INC.
 THOMAS W. HERB L.S. 12880



THOMAS W. HERB - ASSOCIATES
 PROFESSIONAL LAND SURVEYORS

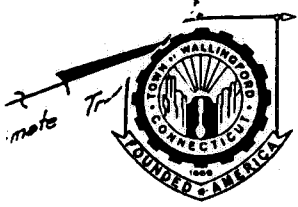
DATE: 1-30-1993 SCALE: 1"=20'

CONTOUR INTERVAL = N.A.

VERTICAL DATUM: N.A.

JOB NO. SHEET NO.

MAP NO. 5-56 1 OF 1



Town of Wallingford, Connecticut

JAMES C. FITZSIMMONS
CHAIRMAN-PLANNING & ZONING COMMISSION

LINDA A. BUSH
TOWN PLANNER

THOMAS M. TALBOT
ASSISTANT TOWN PLANNER

MUNICIPAL BUILDING
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2090

September 15, 1993

Ms. Iris Papale, Chairman
45 South Main Street
Wallingford, CT 06492

Dear Ms. Papale,

In accordance with Section 8-24 of the Connecticut General Statutes, at a September 13, 1993 meeting, the Planning and Zoning Commission voted to approve the acquisition of property from Holda at the intersection of Jobs and New Rock Hill Roads.

The property in question is shown on the enclosed map entitled "Map Showing Property of Richard and Lori Holda, Jobs Road and New Rock Hill Road, Wallingford, CT, dated 4/30/93".

Sincerely,

Thomas M. Talbot
Assistant Town Planner

kps
cc: Adam Mantzaris



Town of Wallingford, Connecticut

Appendix VII
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

MEMO

TO: Members of the Town Council
FROM: Adam Mantzaris, Corporation Counsel
RE: Grieb Court, Agenda Item 13a
DATE: September 28, 1993

In connection with the above matter, following are the names and addresses of the individuals who signed quit claim deeds as owners of the properties adjoining Grieb Court.

1. William T. McNulty and Kathy A. McNulty
One Grieb Court
2. John R. Pike and Kathleen A. Pike
4 Grieb Court
3. William L. Lavorgna and Alberta J. Lavorgna
6 Grieb Court
4. Kay F. Johnson Keyes and Lugene Keyes
8 Grieb Court
5. Steven R. Ford and Kathleen M. Ford
9 Grieb Court
6. Mary L. Blackmon
10 Grieb Court
7. William Beck
15 Grieb Court



Town of Wallingford, Connecticut

Appendix VIII
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

September 21, 1993

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

Dear Mayor Dickinson:

This follows up my letter of August 11, 1993 and requests your assigning the following matters for consideration by the Town Council at its meeting on September 28, 1993:

1. Acceptance of quit claim deeds to roadway by adjoining property owners on Grieb Court: There are nine adjoining property owners on Grieb Court and seven have executed quit claim deeds of the 30-foot wide roadway which conform to an A2 survey prepared by a land surveyor engaged by this office. One of the non-signers is last name Flis and he refused to sign because he claims he can develop the turn-around at the end of Grieb Court despite a highway easement over the entire turn-around granted to the Town by the developer of Grieb Court. The second non-signer is last name Rindos who owns property on the right as one enters Grieb Court. My advice from another property owner has been that she would probably be willing to sign. I have tried to reach her by letter, phone and a personal visit to her home, but have never made any contact.

2. Acceptance of Grieb Court as a public highway: As you know the Town maintained the roadway, at least with regard to snow removal, for some 15 plus years prior to attempts by this office to secure Town deed rights to the roadway. The process was begun in August, 1989 and has only now apparently been resolved. Initially, as you also know, the transfer was opposed by the adjoining owners, but after several meetings with various Town officials they have agreed to the deeds.

3. Town conveyance to adjoining property owners of certain foreclosed property: The Engineering Department cooperated with this office in the effort to resolve the "Grieb Court as a public

William W. Dickinson, Jr.
September 21, 1993
Page Two

road" dispute. As part of its work Engineering determined that a 25-foot portion of the Joseph and Barbara Flis lot and a 25-foot portion of the Steven and Kathleen Ford lot had been acquired by the Town through a tax foreclosure on November 18, 1949. No transactions were filed with the Town of Wallingford as grantor of those premises since November 18, 1949. There were, however, conveyances which included those premises since said date, to wit: from Jennie K. Allen, Exec. and Henry W. Allen Estate to Chester Miller on May 1, 1957; from Elinore E. Miller to Triple B Developers on September 20, 1973; from Triple B Developers to Joseph J. Flis, Jr. and Barbara Flis on December 17, 1973. The deed to Flis included both premises. Those premises, therefore, have been owned and occupied adverse to the Town's title for some 20 years. The rule under Connecticut law is that "Title to realty held in fee by a state or any of its subdivisions for a public use cannot be acquired by adverse possession. . .Adverse possession will run against a municipality, however, as to land which is not held for a public use." Deer Island Association v. Trolle, 181 Conn. 201 (1980); Goldman v. Quadrato, 142 Conn. 398 (1955). Title to real property by adverse possession requires 15 years of continuous and open possession and the conclusion that said premises were not devoted to a public use should come as no surprise given the above sequence of conveyances and activities subsequent to title in the Town by foreclosure. Those premises are owned by Flis and Ford, respectively, and approval of the recommended quit claim deeds will clear their record title and make unnecessary actions to quiet title against the Town to achieve the same end. The reserved portion on each quit claim is a part of the highway easement referred to in paragraph numbered. 1 above and is no part of the house lots of the two separate grantees.

Appended is one of the quit claim deeds from the adjoining owners to the Town as a sample of the others and the two quit claim deeds from the Town to Flis and Ford.

Very truly yours,


Adam Mantzaris
Corporation Counsel

AM:da
Enclosures

QUIT CLAIM DEED

KNOW YE THAT, JOHN R. PIKE and KATHLEEN A. PIKE, both of the Town of Wallingford, County of New Haven and State of Connecticut, herein designated as the Releasor, for the consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration received to the Releasor's full satisfaction from the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, whose mailing address is 45 South Main Street, Wallingford, Connecticut, 06492, herein designated as the Releasee, does by these presents remise, release and forever Quit Claim unto the said Releasee and to the Releasee's successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to a certain highway known as Grieb Court as shown on a map entitled, "Map Showing A Portion Of Grieb Court To Be Deeded To The Town Of Wallingford For Highway Purposes. Wallingford -Connecticut Scale 1" = 40.0' Date: 1/21/1993," certified substantially correct by Leon J. Kwiatkowski, L.S. 8509, which map is on file in the Office of the Town Clerk of the Town of Wallingford, to which reference may be had. Said premises are more particularly bounded and described as follows:

BEGINNING at a copper pin set in the northerly side of a Town Highway known as DURHAM ROAD and its intersection with the

westerly side of GRIEB COURT so called. Said copper pin further being the southeasterly property corner of land now or formerly of William & Kathy McNulty.

THENCE in a northeasterly direction along the westerly side of said GRIEB COURT, and along land now or formerly of William & Kathy McNulty, Joseph J. Jr. & Barbara Flis, Steven R. & Kathleen M. Ford, and again Joseph J. Jr. & Barbara Flis, on a bearing of N-19°-15'-E and for a distance of 615.00 feet to an iron pipe marking the end of said GRIEB COURT and the beginning of GRIEB TRAIL.

THENCE in a southeasterly direction along said GRIEB TRAIL on a bearing of S-70°-45'-E and for a distance of 30.00 feet to an iron pipe set in the easterly side of said GRIEB COURT and GRIEB TRAIL.

THENCE in a southwesterly direction along said GRIEB COURT, and along land now or formerly of Mary L. Blackmon, Martin R. Szpak, HI-HO TRAIL, William L. & Alberta J. Lavorgna, John K. & Kathleen A. Pike, BOLTON TRAIL, and Marjorie Rindos, on a bearing of S-19°-15'-W for a distance of 609.39 feet along the easterly side of said GRIEB COURT to a copper pin also marking the southwesterly property corner of land of said Marjorie Rindos.

THENCE in a westerly direction along the northerly side of said DURHAM ROAD on a bearing of N-81°-20'-30"-W for a distance of 30.52 feet, to said point of BEGINNING.

Said GRIEB COURT has an area of 18,366 square feet.

All lines and dimensions are to conform in every respect as delineated on said map.

TO HAVE AND TO HOLD the premises hereby remised, released and quit-claimed with all the appurtenances unto the said Releasee and to the Releasee's successors and assigns forever, so that neither the Releasor nor the Releasor's heirs, successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom

the Releasor and they are by these presents, forever barred and excluded.

IN WITNESS WHEREOF the Releasor has signed and sealed this instrument this 22nd day of February, 1993.

Signed, Sealed and Delivered in the Presence of:

Adam Mantzaris
Adam Mantzaris
Dianne Acevedo
Dianne Acevedo
Adam Mantzaris
Adam Mantzaris
Dianne Acevedo
Dianne Acevedo

John R. Pike
JOHN R. PIKE
Kathleen A. Pike
KATHLEEN A. PIKE

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

The foregoing instrument was acknowledged before me this 22nd day of February, 1993 by John R. Pike.

Adam Mantzaris
Adam Mantzaris
Commissioner of the Superior Court

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

The foregoing instrument was acknowledged before me this 22nd day of February, 1993 by Kathleen A. Pike.

Adam Mantzaris
Adam Mantzaris
Commissioner of the Superior Court

QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:
KNOW YE, That THE TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, herein designated as the Grantor, for the consideration of ONE AND 00/100 (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION received to the Grantor's full satisfaction from JOSEPH J. FLIS, JR. and BARBARA FLIS, both of the Town of Wallingford, County of New Haven and State of Connecticut, whose mailing address is 6 Grieb Court, Wallingford, Connecticut, 06492, herein designated as Grantee, does by these presents remise, release and forever Quit-Claim unto the said Grantee and to the Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Grantor has or ought to have in or to that certain piece or parcel of property which is more particularly bounded and described as follows:

All that certain piece or parcel of land with all the improvements thereon except that portion reserved below, situated in the Town of Wallingford, County of New Haven and State of Connecticut, shown as Lot 12 in Block 3 on map of "Spring Lake Camps, date - July 14, 1928, K.W. Leighton, C.E." on file as Map 7A in the Office of the Town Clerk, Wallingford, Connecticut, bounded and described as follows:

NORTHERLY: by Lot 13 as shown on said map, 71.8 feet, more or less;

EASTERLY: by the westerly street line of Grieb Trail, also known as Grieb Court, 30 feet;

SOUTHERLY: by Lot 11 as shown on said map, 72 feet, more or less;

WESTERLY: by land formerly of F. L. Grieb, as shown on said map, more recently of Romeo S. Dorsey and Lucy W. Dorsey.

RESERVING unto the Grantor a portion of Lot 12, Block 3 for highway purposes only together with the improvements thereon bounded and described as follows:

NORTHERLY: by Lot 13, Block 3, 6 feet more or less;

EASTERLY: by the westerly street line of Grieb Trail, also known as Grieb Court, 30 feet;

SOUTHERLY: by a point at the southeast corner of Lot 12, Block 3;

WESTERLY: by land herein conveyed, 30.6 feet more or less; said portion being triangular in shape.

TO HAVE AND TO HOLD the premises herein remised, released and quit-claimed with all the appurtenances unto the said Grantee and to the Grantee's heirs, successors and assigns forever, so that neither the Grantor nor the Grantor's successors or assigns nor any other person claiming under or through the Grantor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Grantor and they are by these presents, forever barred and excluded.

IN WITNESS WHEREOF, the Grantor has signed and sealed this

instrument, on the _____ day of _____, 19 ____ .

Signed, Sealed and Delivered
in the presence of:

TOWN OF WALLINGFORD

William W. Dickinson, Jr.
Its Mayor
duly authorized

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

The foregoing instrument was acknowledged before me this
day of _____, 19 ____ .

QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:
KNOW YE, That THE TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, herein designated as the Grantor, for the consideration of ONE AND 00/100 (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION received to the Grantor's full satisfaction from STEVEN R. FORD and KATHLEEN M. FORD, both of the Town of Wallingford, County of New Haven and State of Connecticut, whose mailing address is 9 Grieb Court, Wallingford, Connecticut, 06492, herein designated as Grantee, does by these presents remise, release and forever Quit-Claim unto the said Grantee and to the Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Grantor has or ought to have in or to that certain piece or parcel of property which is more particularly bounded and described as follows:

All that certain piece or parcel of land with all the improvements thereon except that portion reserved below, situated in the Town of Wallingford, County of New Haven and State of Connecticut, shown as Lot 13 in Block 3 on map of "Spring Lake Camps, date - July 14, 1928, K.W. Leighton, C.E." on file as Map 7A in the Office of the Town Clerk, Wallingford, Connecticut, bounded and described as follows:

NORTHERLY: by Lot 14 as shown on said map, 71.6 feet,
more or less;

EASTERLY: by the westerly street line of Grieb Trail, also known as Grieb Court, 30 feet;

SOUTHERLY: by Lot 12 as shown on said map, 71.8 feet, more or less;

WESTERLY: by land formerly of F. L. Grieb, as shown on said map, more recently of Romeo S. Dorsey and Lucy W. Dorsey.

RESERVING unto the Grantor a portion of Lot 13, Block 3 for highway purposes only together with the improvements thereon bounded and described as follows:

NORTHERLY: by Lot 14, Block 3, 12 feet more or less;

EASTERLY: by the westerly street line of Grieb Trail, also known as Grieb Court, 30 feet;

SOUTHERLY: by Lot 12, Block 3, 6 feet more or less;

WESTERLY: by land herein conveyed, 30.6 feet more or less;

TO HAVE AND TO HOLD the premises herein remised, released and quit-claimed with all the appurtenances unto the said Grantee and to the Grantee's heirs, successors and assigns forever, so that neither the Grantor nor the Grantor's successors or assigns nor any other person claiming under or through the Grantor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Grantor and they are by these presents, forever barred and excluded.

IN WITNESS WHEREOF, the Grantor has signed and sealed this

instrument, on the _____ day of _____, 19 ____ .

Signed, Sealed and Delivered
in the presence of:

TOWN OF WALLINGFORD

William W. Dickinson, Jr.
Its Mayor
duly authorized

STATE OF CONNECTICUT:

: ss. Wallingford

COUNTY OF NEW HAVEN :

The foregoing instrument was acknowledged before me this
day of _____, 19 ____ .

RESOLUTION

BE IT RESOLVED, That:

The Town of Wallingford objects to the boundaries set forth in the proposed **WALLINGFORD CENTER HISTORIC DISTRICT**. We do not feel that the inclusion of properties known as 350, 370, 382 and 390 Center Street reflect an appropriate demarcation of boundaries. No other properties on Center Street on either side of North or South Main Streets are included.

The Town of Wallingford owns five buildings, one of which is 390 Center Street, within the proposed District. If the proposed Historic District is redrawn and does not include Center Street, the Town would have no objections.

CERTIFIED RESOLUTION OF THE TOWN OF WALLINGFORD

I, KATHRYN J. WALL, Town Clerk of the Town of Wallingford, a municipal corporation (the "Contractor"), DO HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Town Council of the Contractor duly held and convened on September 28, 1993, at which meeting a duly constituted quorum of the Town Council was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: That the Mayor, William W. Dickinson, Jr., is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the Department of Social Services of the State of Connecticut for a Child Day Care program and to affix the corporate seal.

IN WITNESS WHEREOF, the undersigned has affixed her signature and the corporate seal of the Contractor this ____ day of September, 1993.

KATHRYN J. WALL
Town Clerk
Town of Wallingford

AGREEMENT

AGREEMENT entered into between the TOWN OF WALLINGFORD, "Town," and THE WALLINGFORD COMMUNITY DAY CARE CENTER, INC., "Day Care."

W I T N E S S E T H :

1. The Town has executed a Contract with the State of Connecticut, acting by its Commissioner of Social Services, "Commissioner," for funding programs to be carried out by Day Care, acting in behalf of the Town. The Contract has been executed as authorized by the provisions of the General Statutes. A copy is appended hereto and made a part hereof.

2. Day Care agrees to the terms and conditions set forth in said Contract including any special conditions imposed by the Commissioner at the time funds are made available to the Town pursuant to said Contract.

3. The effective dates of the Contract and of this Agreement are from October 1, 1993 to September 30, 1994.

4. Day Care will carry sufficient insurance during the term of this Agreement to "save harmless" the Town from any claims, suits or demands that may be asserted against it by reason of any act or omission of Day Care.

5. This Agreement shall be incorporated into and shall govern the other agreements that expressly exist between the Town and Day Care.

IN WITNESS WHEREOF, Day Care has caused this Agreement to be

duly executed in its behalf and its seal hereunto affixed this _____ day of _____, 1993, and thereafter Town has caused these presents to be signed and sealed by its Mayor, William W. Dickinson, Jr., duly authorized, this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

THE WALLINGFORD COMMUNITY
DAY CARE CENTER, INC.

BY: _____

TOWN OF WALLINGFORD

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

CERTIFIED RESOLUTION OF THE TOWN OF WALLINGFORD

I, KATHRYN J. WALL, Town Clerk of the Town of Wallingford, a municipal corporation, DO HEREBY CERTIFY that the following is a true and correct copy of a resolution duly adopted at a meeting of the Town Council of the Town of Wallingford duly held and convened on September 28, 1993, at which meeting a duly constituted quorum of the Town Council was present and acting throughout, and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLUTION

WHEREAS, The Wallingford Community Day Care Center, Inc. is a designated agency of the Town of Wallingford funded by the State of Connecticut through the Town of Wallingford for service to preschool children and their parents; and

WHEREAS, the Wallingford Community Day Care Center, Inc. has been commended for both the level of service and the fiscal responsibility with which it has performed during its years of operation; and

WHEREAS, the Wallingford Community Day Care Center, Inc. is supported by State funds, voluntary contributions of time, money and material, including in-kind contributions by the Town of Wallingford; and

WHEREAS, the Town of Wallingford has not found it necessary to provide direct financial support as is done in most other towns providing day care services; and

WHEREAS, The Wallingford Community Day Care Center, Inc. is continually in operating difficulty because of the delay in actually receiving funds approved by the State.

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

1. That the Wallingford Community Day Care Center, Inc. be permitted to borrow from the Town of Wallingford amounts necessary to meet the essential operating expenses of the Wallingford Community Day Care Center, Inc. between the time the Wallingford

Community Day Care Center, Inc.'s program is approved by the State of Connecticut through its Department of Social Services and the actual funding is received, but in no case to draw more than the amount approved and budgeted by the State for the period of operation as set forth in the 1994 budget.

2. The Wallingford Community Day Care Center, Inc. will repay the amount so borrowed immediately upon receipt of the State grant for the period for which the funds were borrowed.

IN WITNESS WHEREOF, the undersigned has affixed her signature and corporate seal of the Town of Wallingford this _____ day of September, 1993.

KATHRYN J. WALL
Town Clerk
Town of Wallingford