

Town Clerk

TOWN OF WALLINGFORD, CONNECTICUT

TOWN COUNCIL MEETING

November 29, 2005

6:30 P.M.

MINUTES

The following is a record of the minutes of the Wallingford Town Council at its regular meeting held on Tuesday, November 29, 2005, in the Robert Earley Auditorium of the Wallingford Town Hall. Town Council Chairman James M. Vumbaco Called the Meeting to Order at 6:33 P.M. Responding present to the Roll Call given by Town Clerk Kathryn Zandri were Councilors, Lois Doherty, Gerald E. Farrell, Jr., Stephen W. Knight, Iris F. Papale, Robert F. Parisi, Vincent F. Testa, Jr., and James M. Vumbaco. Councilors Vincenzo M. Di Natale and Michael Spiteri were absent due to illness. Mayor William W. Dickinson, Jr., Town Attorney, Janis Small and Comptroller, James Bowes were also present.

Moment of Silence

1. Pledge of Allegiance and Roll Call
2. Correspondence – *There was no correspondence.*
3. Consent Agenda
  - 3a. Consider and Approve Tax Refunds (#349-#376) totaling \$5,032.28  
Account # 001-1000-010-1170 - Tax Collector.
  - 3b. Approve the Appointment of Jill Kelliher to Tenant Commissioner,  
Wallingford Housing Authority as of December 1, 2005.  
– Chairman James M. Vumbaco
  - 3c. Schedule a Public Hearing Regarding the Wallingford Public  
Library Expansion for 7:00 P.M. on December 13, 2005  
– Chairman James M. Vumbaco
  - 3d. Consider and Approve the Acceptance of an Extension of Miles  
Drive – Planning and Zoning

- 3e. Consider and Approve a Utility Easement for 86 South Branford Road – Water/Sewer
- 3f. Approve minutes of the Town Council Meeting of Nov. 21, 2005

**Ms. Papale** made a motion to accept Consent Agenda Items 3a. to 3f.

**Mr. Farrell** seconded the motion.

All ayes except for Mr. Dinatale and Mr. Spiteri, who were absent.

The motions passed.

4. Items Removed from the Consent Agenda

*None*

The Town Clerk swore in Ms. Jill Kelliher as Tenant Commissioner of the Wallingford Housing Authority.

5. PUBLIC QUESTION AND ANSWER PERIOD

**William Lavorgna, 6 Grieb Court** spoke about solicitors, especially our youth, outside our stores, and that he doesn't think that young people should be fundraising in this way and that it doesn't teach them responsibility.

**Ms. Papale** responded that she thinks that Mr. Lavorgna might want to consider attending a Board of Education meeting to express his opinion and ask his questions to the people who are in charge of our schools. She said that she thinks that the students who are fundraising for school related functions should be commended for being there to promote what they believe in.

**Diane Campagne, 52 Dibble Edge Road**, read a quote from the Sunday *New Haven Register* regarding land development.

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**Andrea Ethier, 21 Dibble Edge Road**, was present to speak to the two Public Hearing land issues. **Chairman Vumbaco** asked to hold her comments until that time

6. Report out on status of Bids received for the Library Expansion  
– Chairman James M. Vumbaco

**David Golebiewski, Chairman of the Library Building Committee** said that they were happy to report that they received nine bids for the construction documents and that they were very close together which he said is a testament to the wonderful job done by their architect, Bruce Tuttle. He reported that the project came in within their estimate and within the report that they brought to the Council previously. He said that they have come tonight with a few recommendations, to accept the low bid, to establish a Public Hearing date for the project expeditiously, a second recommendation for the Mayor to enter into an agreement with the State of Connecticut for the state grant. In addition, he said that they are also asking for the Council our committee's charge to follow through with the construction of the library renovation and expansion. He said in summary that they are very pleased with the bids that they received, 52 sets of documents were picked up from the various bidders, nine quality bids and that they are happy that the project came in well within our estimate.

**Leslie Scherer, Co-Director, Wallingford Public Library**, said that they are happy to answer any questions that the Council might have. She

said that they thought that it was more appropriate to make their presentation at the Public Hearing rather than tonight.

**Mr. Knight** asked if the low bid was \$9,321,000 for building construction, what the bid ranges were.

**Bruce Tuttle**, Project Architect, said that the bids ranged from \$9.1 million to 10.7 million. He said that those are the two extremes. He said that the remainder of the bids were close, all within \$200,000 to \$300,000. He said that the average was \$9.6 million and that what they do is to take out the high and the low bid and average the rest and that that is really the price of the project and that it came out about \$9.6 million.

**Mr. Testa** said that the committee had given the Council the September 8 estimate and the November 29 actual, and asked if those are the bid numbers, the low bid numbers.

**Ms. Scherer** responded that yes on the actual construction and pointed out that the site cost was included in that bid included in the \$9.3 million.

**Mr. Testa** said that he was curious that there was only one exception, other the top line, that all of the items were exactly the number and asked if the bidder actually put in the bid, the estimates that the committee had made.

**Ms. Scherer** said that the only thing that has been bid is the construction and that the rest are only estimates.

**Chairman Vumbaco** invited Mr. Tuthill to run through the differences in the bids, to just go down the bids and explain the differences in the bids and he mentioned the questions that have come up about the moving.

**Mr. Tuthill** said that the way they did it was to take the base bid the way the drawings were done and the way the project was planned, which was that the library would stay in the building during construction and that made it an 18 month project. He said that in addition to the base bid that they put in alternates to give them the flexibility to make adjustments if they had to. He said that one of the alternates was to have the library move out and see how much that would save them. He said that the low bidder, AP Construction from Stamford, told the committee that it would be a \$234,000 savings from their base bid if the library moved out. He said that they have to compare that with the cost of moving out and the cost of rent somewhere else for the 12-month project. He said that they don't foresee finding the space, and with the moving costs for it to come within the \$234,000. He said that it's probably better for the project and for the library to not move out and make it an 18-month project which will be the least expensive to the town. He said that they had alternates in of things that they would like to do if the money was available and said that one was to cover all the public space walls in vinyl wall

covering. He said that the current walls are covered in vinyl and are 23 years old and are still in good shape. He said that it's an initial investment but saves in maintenance. This was presented as an add-alternate. Another add-alternate was for solar panels on the roof to be refurbished and one bidder said it would be cheaper to replace them. He said that they haven't made decisions on the alternates yet and that they can be negotiated as they go along. They do not think that they will move out unless someone donates 10,000 (square) feet to the town for a year. He said that the other difference in the breakdown is in the divisions, these are the major structural steel, electrical, plumbing, and each bidder is very close, which means that they understood what the document said and what the scope of work is, and the difference came with the bottom lines. He said that they all had about the same sub-bids and that's where they saw the variation. He said that high bids usually reflect either higher overhead or they didn't understand something. He said that he called AP Construction because their bid was \$390,000 less, or 3% less, than the other bids to see if there was something that they were not sure about or if there was something that needed clarification, and that their response was very good about their bid and that they used subs that they had used before for these bids and that they had no reservation about being able to complete the work for that amount of money.

**Chairman Vumbaco** asked how long the bids were good for, and **Mr. Tuthill** said 90 days. **Chairman Vumbaco** asked if once the contract is granted if the contractor is held accountable to meet these numbers and if there is escalation built into what they propose. **Mr. Tuthill** responded that it's a lump sum contract, and there is no escalation, and the only time the costs increase is if changes are made, and there may be some negotiable places like the wall covering that he had already talked about. He said that this is the nice thing about a general contractor, there is only one person to deal with, and he's got to stay within that number and that we (the town) have an 18-month period time limit on it also. **Chairman Vumbaco** asked if a sub falls behind, and the project starts falling behind, and they have to pay overtime to meet the project costs, it's their (the general contractor) cost not ours? **Mr. Tuthill** replied that was correct.

**Chairman Vumbaco** asked of the Council if there were any questions, and **Mr. Testa** asked why the surveying, testing and inspecting, hazardous remediation section was not a part of the contractor's bid to which **Mr. Tuthill** responded that that was the part that we had to do since we had to do reports to know how to design the foundation so we did the asbestos and the hazardous materials reports and put it into the bid to do the abatement and that the contractor has the cost to abate the project but that the designer has to pay up front for surveys to be done, and **Mr. Tuthill** continued that in the budget that they look at those as line items and will go out to bid for shelving, furniture and so on to stay within those budgets. He said that it's always the big numbers, which make them anxious until it's over and done with. **Mr. Testa** asked if in the project things are uncovered, are they treated as add-ons? **Mr. Tuthill** replied yes and that we think that this is a very nice job and that's why we had such a good response and had so many people ask for drawings, and that it's a building that has drawings because the building is (only) 23 years old so all the drawings are there, not a historic building with unforeseen things and also that Wallingford is in the middle of the state, which is a great place to pull subs in, and it's a perfect time to start a job –in the spring. He said that they expect to work with the contractor in January to go over the phasing of the work and all of that process. He said that all of the contractors are pre-qualified by the state, which is a process and a requirement that they now have to go through. **Mr. Tuthill** said that AP (Construction) is a big company with a \$250 million bonding capacity, and that they have just completed the Fairfield Library, which is about the same size as Wallingford's library, that that they have good reports on that renovation-building job.

**Chairman Vumbaco** asked where the library stands on fund-raising.

**Leslie Scherer** responded that they have \$106,000 that has been raised through 3 major gifts. She said that there is a great committee that is working, and that there are 3 phases to the fund-raising. She said that they have commissioned a ceramic artist from Redding to create a town mural, a pictorial history of Wallingford where tiles will be sold. She said that this idea came from something that was seen in Old Saybrook and that

donations will go from \$75 to \$2,000, depending on the size of the tile. She said that they are hoping to raise about \$200,00 through this effort and the rest of the funds will be raised through fun events.

**Karen Caplan, 88 Long Hill Road**, President of the Library Board of Managers and also Co-Chair of the Fundraising Committee said that they are excited to receive three, major, unsolicited gifts without any effort on the part of the committee.

**Ms. Papale** asked if the library's three recommendations would be part of the Public Hearing?

**Chairman Vumbaco** said that yes, if the council approves the project moving forward that the council will authorize the contract for the State of Connecticut for the Mayor to sign for the grant and then we would also extend the expansion committee all predicated on what happens at the Public Hearing. He then asked if the public had any comments they wished to make.

**Mayor Dickinson** said that on his copy of the information provided that debt administration was not included and that the cost of that is a little over \$100,000, so that the total cost comes in at a little over \$11 million and that he thinks there should be a report from the building committee of the school project to know what the total of that project will be looking like and that we will endeavor to have an up-to-date report regarding revaluation in the impact, and he is expressed caution, and said that he has done so before unless some relief can be seen in some other areas.

**William Lavorgna, 6 Grieb Court**, asked if the construction of the project would cost \$9.6 to 10 million. Ms. Scherer offered Mr. Lavorgna a copy of the information supplied to the Council and Mr. Lavorgna said that he would like the answer from her. He asked what about the furnishings and the inside and what you have to do afterwards and about additional staffing.

**Ms. Scherer** said that the furnishings and the total construction costs will give you that breakdown and that that is included in the \$10.9 million plus the debt administration. She said that they have talked about the staffing a little bit in the past and she said that they have designed the building with the same kind of open, easy to supervise space that the library now has and to also

have quiet spaces, which is currently one of the library's biggest problems. She said that they feel quite confident that based on the use that they now have that the library's current staff will be fine; however, she said that if the usage doubles, then they can't make any promises as to what the future will hold but that they don't think that staffing will be an immediate need.

**Mr. Lavorgna** asked about day-to-day costs. **Ms. Scherer** said that with twice the size of the new library that fuel and electricity will cost more. She explained that the library will be fitted with a heating system for oil or gas to be able to take advantage of the costs of fuel. **Mr. Lavorgna** said that he sees that the library budget will increase and therefore the cost of the library project. He asked how much the town will be receiving from the State of Connecticut and **Ms. Scherer** responded \$500,000. He told a story about Choate School building project. He said that he isn't opposed to the project but is opposed to the way it is being financed. He wanted to know how much financing would cost to which **Mr. Bowes** responded about \$4 million. He said that that should be added to the cost of the library and that he thinks it's irresponsible to schedule a meeting on December 13, a public hearing on this, when in a month there will be a new Town Council. He said that the new Council will be the ones who will follow the library project. He asked if we know how much the furniture for the school project will be and that the Council should wait on this one.

**Jeff Borne, 21 Sylvan Avenue**, said that the library is a resource and in its enlarged and improved status will be a real benefit. He urged the town and the Council to continue looking to the future and to move forward and to pursue the library project.

**Mark Youngblood, 8 Hayledge Court, Member of the Board of Library Managers**, said that he is a new member of the board and was drawn to the board as a big fan of the library. He said that as a teacher in New Haven he is always getting comments from people regarding the Wallingford library that it's the best in Connecticut. He responded to comments that had been made that this project should wait until the town has the money in hand by saying that this project should move forward.

**Chairman Vumbaco** invited people to make comments to the Council in the Public Hearing in December, and that he is personally pleased with the way the bids came in.

**Mr. Testa** asked about the third donation that came in and that he did not recall reading anything about it. **Ms. Scherer** responded that the reference area had been donated by the Rogers family in memory of their parents.

**Chairman Vumbaco** thanked **Leslie Scherer** and **Karen Roesler**, Library Co-Directors, **Dave Golebowski**, Library Building Committee Chairman, and **Bruce Tuthill**, Project Architect, for their presentation.

**Ms. Papale** made a motion to move up Item #9. **Mr. Farrell** seconded. The vote was all ayes except for **Mr. Dinatale** and **Mr. Spiteri**, who were absent.

9. Consider and Approve a Bid Waiver request for Utility Financial Solutions in the Amount of \$8,749 – Electric Division

**Ms. Papale** made a motion to consider and approve a Bid Waiver request for Utility Financial Solutions in the Amount of \$8,749 as asked for by the Electric Division.

**Mr. Farrell** seconded.

**Richard Hendershot, General Manager, Electric Division**, asked if the Council had a copy of the November 22 letter to Mayor Dickinson. He summarized the letter by saying that because of the process of reviewing the consultant's work on the recently completed cost of service and rate design study required them to make more trips to Wallingford to review their product with the Commission. He said that now they have been invoiced for those additional costs. He said that unfortunately, this bidder had not included their hourly rates for additional services in their bid. He said that the bid indicated that they had but it wasn't in there, and when the bids were processed by Purchasing, they didn't notice that omission, and that when the Electric Division got the financial

packages at the Electric Division, that they didn't notice that omission either. He said that it didn't come up until they got to the additional out-of-scope services. He said that the accumulation of costs of the three trips, and some additional

analysis, has resulted in the need for him to be before the Council to ask for the change order and the amount in the letter.

**Chairman Vumbaco** asked if any members of the Council had any questions, and there were none. Chairman Vumbaco asked why the tree more trips were not foreseen when the bid scope was put together. **Mr. Hendershot** said that they evaluated on the basis of six and that the way it turned out there was a need to come and meet with the wholesale power supplier and spend a day with them and an additional steps that the Commission wanted was to have UFS be there at the meeting to present materials. He said that in the beginning they weren't 100% sure how many it would take and everyone was evaluated on the basis of six and it turned out that they needed nine.

**Mr. Parisi** confirmed that they agreed on six consultations per contract and **Mr. Hendershot** responded that yes that was in the lump sum bid. And **Mr. Parisi** asked if they requested three more. **Mr. Hendershot** said that yes they did in the course of the process. And **Mr. Parisi** asked did they realize that they were going over the contract. **Mr. Hendershot** said that they didn't realize that they didn't have the hourly rates for this consultant where they could have used a regular purchasing process added that cost. He said that all of the other bidders submitted hourly rates and that if they had the hourly rates for this one, even though the cost went over the lump sum bid, that they wouldn't be before the Council because he could have referred back to those hourly rates and authorized the invoice. **Mr. Parisi** asked if the cost went over the lump sum? **Mr. Hendershot** said yes because of the additional and **Mr. Parisi** asked if the company said anything at the time? **Mr. Hendershot** said that they didn't invoice us at the time. **Mr. Parisi** said that he didn't know why we are even paying the invoice then. He said that they should have brought it to your attention too and that it was bad enough that it was missed by the town and that there should have been a better handle on that but what's to say that it didn't go to eight extra

visits? He said that it could have gone of the radar screen. He said that he thinks there is a mutual obligation here and that the company has a responsibility and that the company should be attending the meeting too so that the Council could ask them why they didn't catch this.

**Ray Smith, Director, Public Utilities**, responded that when they put the scope together that they tried to outline what their expectations were and that they didn't know that there would be some additional visits required and that during the course of the project Mr. Hendershot thought that he had the proper information and documentation for this and that the consultant certainly thought that he did and was complying with Purchasing requirements. He said that somewhere there is a piece of paper missing and that they can't find it and that is what it boils down to. He said that the consultant visits were at their direction and that of the P.U.C. because they want some more information during the course of the study that they didn't anticipate.

**Mr. Parisi** said that he thought that the Chairman raised a good point that granted the town may have missed the piece of paper but the company had an obligation also and that they should have know that they were exceeding their bid.

**Mr. Smith** said that they did at their (the town) directive said that Mr. Hendershot called them during the summer and asked them for this additional document that he thought Purchasing had but that they didn't and the company said they would supply it but that they didn't and the company thought that they had. He said that they are not sure how it was missed in the bid document.

**Mr. Parisi** said again that the company had a responsibility to bring it to their attention that you were going over the contract. **Mr. Smith** said that they did and **Mr. Parisi** said yes but that it was after the fact and not before the fact. **Mr. Smith** said that once you go over the number of visits requested or shown in the bid that they understood and that P.U.C. understood that that we an extra on the job, and **Mr. Parisi** said that they didn't know what it cost and **Mr. Smith** said that at some point he had requested the information and did receive it before he was even processing the paperwork.

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**Mr. Parisi** said that his point is that it's less than a good situation and number two is that the company should be here too because it's not all the town's fault, that it's the company's fault too.

**Mr. Smith** said that he is sure that if they had been asked that they would have attended the meeting.

**Chairman Vumbaco** asked the Council and the public one more time if there were anymore comments or questions and no one responded so he called for the vote saying there is a motion and a second and that everyone if favor signify by saying aye and those opposed say no. He announced that the motion passed. (*Mr. DiNatale and Mr. Spiteri were absent.*)

7. Public Hearing at 7:00 P.M. on November 29, 2005 to be held in connection with the following ordinance entitled:

AN ORDINANCE APPROPRIATING \$1,085,000 FOR THE ACQUISITION OF APPROXIMATELY 10.83 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 90 DIBBLE EDGE ROAD AND AUTHORIZING THE ISSUE OF \$1,085,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE.

**Ms. Papale:** Item #7 is to call for a Public Hearing at 7:00 P. M. on November 29, 2005 to be held in connection with the following ordinance:

AN ORDINANCE APPROPRIATING \$1,085,000 FOR THE ACQUISITION OF APPROXIMATELY 10.83 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 90 DIBBLE EDGE ROAD AND AUTHORIZING THE ISSUE OF \$1,085,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE.

**Chairman Vumbaco:** Before we get into this Public Hearing there are a few comments I would like to make, and the I'll turn it over. A while ago when this Council voted 'no' to purchase a piece of property on Constitution Street, there was a lot of heat that was taken on this Council, especially by the majority members of this Council, who were being accused of not being in favor of open space. That really wasn't the case. We saw, especially myself, the opportunity to actually look at two pieces of property on the east side of Wallingford that the town might be interested in buying. This all started back in the beginning of 2004 when some of the Council, including Steve and Lois, walked one of the properties in the snow with the Mayor and the owners and Jeff Borne and started the discussions on whether we wanted to purchase this piece of property or not. Unfortunately at that time the asking price was well above what the appraised value that the town had for that piece of property, and the discussions came to a halt. Then in the beginning of this year when Mr. Warzeniak's property received its 8-lot subdivision approval, this Council again got some pressure from some residents in the area to purchase Mr. Warzeniak's property because of some of the issues that they had out there with water runoffs, etc. Again at that time there was an extremely high price on the piece of property in comparison to the appraised value that this community had received so again that process came to a slow grinding halt. At that point in time I spoke with Mr. DiNatale because he is in the construction business and we thought what would be a good way for us to try to attempt to purchase these properties and start thinking beyond the box and see what we can do. We had contacted the realtor that was involved with both of those lands and had major discussions with her on and off within a six month period of time. We realized that Mr. Warzeniak's goal was to build three homes on his property so his family could move back to Wallingford but the rest of it was open for purchase, even though we had the 8-lot subdivision. So we discussed with him, thinking - What can we do? Maybe we can provide them with the property, and therefore, the town would buy the rest, seeing that as a natural connector, if we were to go out and purchase the Ferguson's property, which is across the street. At the same time we were also reading and did some analysis and had some discussions on the Rails to Trails Program that is

being fostered by the federal government. In looking at the railroad tracks that border the Warzeniak property, we thought that this would be a natural connection if in fact the Rails to Trails Program ever did come to Wallingford, and if there was any federal funding to help us do that. So taking all of that into consideration we had a discussion again with both property owners and thought that if we could purchase the Ferguson's property which is a very nice piece of property and piece of land and it has trails, potential for a pond and a nice area for the residents to use, we would need a connection through there to get over to the Rails to Trails, if that would happen in the future, and the natural piece of that was to buy a piece of the Warzeniak property. Through discussions, which I think have lasted for well over a year, we came to the result a couple of weeks ago, and it was finally presented to this Council that we would go forward and attempt to purchase both pieces of property which is in front of you this evening. We aren't going to get into all of the boring details of the negotiations and the discussions that I had with Ms. Trzcinski and with the landowners on this issue but as a result we are purchasing in excess of 80 acres of land for about \$3.25 million plus our town expenses which I think is an excellent deal for the town and for the community, and it's far below what the initial asking price was on those properties way back when this discussion first started way back when. It ends up becoming a win-win situation for the Town of Wallingford, the landowners and for the community as a whole because we will be preserving land for future generations and possibly for future use should the laws change for that property. Through continuous discussion with the landowners and through their realtor, we are paying less than the Administration originally presented to us for this land. I wanted to make it well known that this isn't a hasty decision on the part of this Council. This is a two-year old discussion on the Ferguson piece and almost a year for the Warzeniak property. Together these two pieces are good for the community going forward and I think with the Mayor's maps you can see that this is a good purchase for this community. I feel somewhat vindicated. I have gotten many calls that I am anti open space but I could not reveal the fact that we were talking about this property behind closed doors so that we could do the best for the town. With that said, Bill do you want to present (the maps)?

**Mayor Dickinson:** The map that you see here is the Warzeniak property and it shows the 10.83 acres. This is Dibble Edge Road and this is where Dibble Edge Road connects with Durham Road up in here somewhere. It crosses the tracks here. This is the piece that Warzeniak will retain and there are wetlands on that piece. This is the piece marked in yellow as I said, 10.83 acres that the town would acquire for \$1 million dollars. It's gently rolling, wooded property. The Ferguson property bound Dibble Edge Road right in this location so the two properties are connected here. This is the trail connection over to the hook-on of Providence and Worcester Railroad, the tracks running along here and also connects with Ferguson. I'll show you on another map later where it connects back here in the Ferguson property. I don't have any other comments other than I believe the contract we're discussing would require that the trail be named the "Silver Star Trail" and I think that's the only salient point that can be mentioned about that contract.

**Chairman Vumbaco:** I now convene the public hearing for the \$1,085,000 appropriation and bond authorization for the acquisition of property known as 90 Dibble Edge Road. The ordinance, which is the subject of this Public Hearing, is available to the public and may be obtained at this meeting from the Town Clerk.

Is there a motion and a second to read the Title and Section 1 of the following proposed ordinance in their entirety and to waive the reading of the remainder of the ordinance incorporating its full text into the minutes of this meeting?

**Ms. Papale:** So moved.

**Mr. Farrell:** Second.

**Chairman Vumbaco:** Roll call vote, please.

**ROLL CALL VOTE:**

**Doherty – yes; Farrell – yes; Knight – yes;**

**Papale – yes; Parisi – yes; Vumbaco – yes.**

*(Councilors Vincenzo M. DiNatale and Michael Spiteri were absent)*

**Chairman Vumbaco** said that the motion passes.

**Ms. Papale** read the Ordinance and Section 1.

AN ORDINANCE APPROPRIATING \$1,085,000 FOR THE ACQUISITION OF APPROXIMATELY 10.83 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 90 DIBBLE EDGE ROAD AND AUTHORIZING THE ISSUE OF \$1,085,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE.

Section 1. The sum of \$1085,000 is appropriated for the acquisition of approximately 10.83 acres consisting of a portion of real property in the Town of Wallingford commonly known as 90 Dibble Edge Road, as more particularly described in Volume 1049 page 893 of the Wallingford Land Records, for open space, and for engineering and consulting fees, appraisals, testing, commissions, environmental remediation, demolition, surveying, title insurance and such other expenses necessary or appropriate for such acquisition, and including administrative, advertising, printing, legal and financing costs, or for so much thereof as required to implement the purchase, said appropriation to be in addition to all prior appropriations for said purpose and inclusive of any and all State and Federal grants-in-aid. The Mayor is authorized to negotiate the terms and purchase price for the purchase of the parcel and to sign purchase contracts and documents necessary to transfer title to the Town of Wallingford, including contracts providing for the reservation of use rights, if any, and to app; for and receive grant funding.

**Chairman Vumbaco** asked if there were any members of the public who would like to comment.

**Andrea Ethier**, 21 Dibble Edge Road, thanked the Council for unanimously voting to purchase the open space to protect the rural watershed properties and the quality of life that Wallingford residents have come to know and for future generations. She said that you can't put a price tag on that. She asked if the cul-de-sac on the top of the road was in the purchase land.

**Chairman Vumbaco** asked if she meant the part that was recently paved by the state. She said that it was and asked if that was part of the town now? **Chairman Vumbaco** said that he thinks it stays with the property. She next asked whether Dibble Edge Road ends at the cul-de-sac if it was still an issue.

**Mayor Dickinson** responded that Dibble Edge Road will end at approximately the same place that it does now and added that the only question now is whether the additional area, paved, would be owned by the town or not, and we're not sure exactly where it is on this map. We believe that this may clear up some of that issue.

**Ms Ethier** said about the dirt area that some people think is the road past the cul-de-sac is part of the land that was purchased or is it going to be part of the land with the two purchases.

**Mayor Dickinson** said that his understanding is that one half of that road which is dirt and unimproved and basically is owned half by each property owner. Let's assume that this in the cul-de-sac right here (*pointing to the map on display*) at that point the town would own half of the so-called gravel road. Part of this purchase would be half of the gravel road in this area. The other half opposite Ferguson would be owned by Ferguson and should we purchase that, then we would own all of that. This area, however, we would only own half. I assume the owner of this lot here would own half.

**Ms. Ethier** said that her concern is whether there would be a problem in the future like if the road would open up to become a through road and does this purchase make all that go away?

**Mayor Dickinson** said that this would not represent a decision to pave all the distance of Dibble Edge Road as a through road and that there are no plans to connect to the other end of Dibble Edge that is paved. Some of that property abounds the Rod and Gun Club and some of it by private owners and even buying the Ferguson property would not give access all along the length of the unimproved portion so this does not represent the decision that we are going to open all of Dibble Edge Road.

**Ms. Ethier** said that was good because she does not want Dibble Edge Road opened and then spoke about another concern about the area past the cul-de-sac that is used as a trash dump, the unpaved area, that whole area is that part of the Ferguson property?

**Mayor Dickinson** (using the map) pointed out areas relative to the cul-de-sac owned by Andrews and Ferguson and said that with the purchase of Ferguson property, should we buy it, it would be town on both sides and the town would own all of that unimproved road., right where the circle is.

**Ms. Ethier** asked if that is part of the purchased area, is it possible to keep out the trash dumpers and the kids that party and drink up there. Would the town consider building a wall or a gate to keep those things out of that area?

**Mayor Dickinson** said that if vehicles are leaving this cul-de-sac and traveling down here and ultimately to access this property (*using the map*) it would be in the interest of the town to prevent that because we do not want motor vehicles on the open space pieces. We would police that.

**Ms. Ethier** said that those were all of her concerns for today and said thank you.

**Chairman Vumbaco** asked for other members of the public.

**Joan Molloy, Attorney, Loughlin-Fitzgerald, 150 South Main Street, Wallingford**, said that she is here tonight on behalf of Dibble Edge Partners, LLC and said that they are an owner of an abutting piece of property. She said with the permission of the Chairman she would like to put up a copy of a map for everyone. For the record she said that Dibble Edge Partners, LLC is owned by Joseph Poder, a retired developer, and his son, who is not a developer, and added that her client is not opposed to the acquisition of property for open space and that her client thinks it is a valuable goal of the town. She said they have some questions with regard to this particular purchase. She said that she read what was published that the town is buying 10.83 acres, and the proposed purchase price is \$1,085,000. Using a composite assessor's map, she pointed out the Warzeniak piece in white and arranged her client's parcel in blue, saying that she believed that the parcel that the

parcel that the town is attempting to purchase is the equivalent of lots 6, 7 & 8 on the subdivision, which was referred to both by the Mayor and the Chairman in their opening remarks. She said she also believes there is an additional strip of land that runs along the southerly boundary as she calls it. She said that

by her calculation the town is paying \$100,000 an acre for approximately \$362,000 per lot. She asked for clarification as to which figure was used to get to \$1 million price, a per acre price or a per lot price?

**Janis Small, Town Attorney**, said that the appraisal of the property was actually of 11.84 acres which has a somewhat different configuration and the appraiser values the entire parcel and then backed out a portion of it. She said that the actual value was \$1,095,000 but that was a different configuration that what was ultimately agreed to.

**Atty. Molloy** asked if it was done on a per acreage or per lot, and

**Atty. Small** responded that she believed it was per lot.

**Atty. Molloy** said that for purposes of comparison that when you look at the total acreage of the Ferguson piece and the purchase price, she asked if that was calculated based on acreage or based upon possible approved lots.

**Atty. Small** said that Warzeniak was an approved sub-division so that put it in an entirely different appraised value category and that the Ferguson piece has no approved sub-division and no proposed one.

**Atty. Molloy** asked if it was then done on a per acre basis.

**Atty. Small** said yes, dividing it in between what they thought was roughly usable land and broke it down that way.

**Atty. Molloy** stated that it seemed to her that the Ferguson piece worked out to be about \$34,000 and acre, and that if it was being done on a per acre basis, even though Attorney Small indicated it was being done on a lot basis, that would be \$100,000, and that is why she had a question as to which way it had been done. She said that she believes the Chairman indicated that the town

had in 2004, that the Town first contacted the Warzeniak family and perhaps the Ferguson family.

**Chairman Vumbaco** said that he had not said that and said that in 2004, we were approached by the Fergusons.

**Atty. Molloy** apologized saying that she misunderstood.

**Atty. Small** said that for the record, the town has been looking at the Warzeniak property since 2002, according to her file.

**Atty. Molloy** said that her client was under the impression that the entire \ Warzeniak parcel was actually up for sale at about \$1.5 million earlier on.

**Atty. Small** said that would have been in 2002, prior to any subdivision and also four years ago, we were not interested in it at that price.

**Atty. Molloy** said that probably because it wasn't approved and that price didn't match what an appraised value would have been and asked **Atty. Small** if that would be fair to say.  
*(Atty. Small's response could be heard on the audio tape record of the meeting.)*

**Atty. Molloy** said OK and asked if the town is aware that is currently a listing for a three acre lot on Dibble Edge Road for \$249,900? She added that she gathered no and then added are you aware of that?

**Chairman Vumbaco** said that he was not aware of it and asked her if there was a point to this and asked her to get to it.

**Atty. Molloy** asked if the Council or the Town staff aware that as of two weeks ago there was a listing for one on the Warzeniak lots for 3 acres for \$249,900? She continued, was the Council or the staff aware that there was a listing to buy 9.3 acres of the Warzeniak piece for \$749,900. She said that the point she is trying to get to that had the town considered buying the two pieces at the listed price that they would have gotten over 12 acres at a lower price. She said that the next point or question that she would like to raise is that **Atty. Small** has indicated that the appraiser has done this based upon the fact that there was an eight-lot subdivision approved by the Wallingford

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Planning and Zoning Commission recently and that she was wondering if the Council was aware that that sub-division approval has been appealed.

**Chairman Vumbaco** said that yes they were.

**Atty. Molloy** said that one of the issues raised in that appeal is whether or not that sub-division could be legally approved and that among the issues are a cul-de-sac issue. She went on to say that under the Wallingford sub-division regulations, a cul-de-sac can only have a certain length and it can only have a number of houses that are located on it. She said that if you calculate the length of the sub-division for Dibble Edge Road in its existing condition, it exceeds the length permitted under the sub-division regulations. In addition, if you count the number of houses that are currently serviced off of Dibble Edge Road, they either equal or depending on which lots you count, are greater than the number permitted under the sub-division regulations. She said that the issue that she is trying to point out is that if in fact that appeal is successful, and the court agrees that the Commission could not approve an eight-lot sub-division on this property that in fact all that the Warzeniak family has are two lots. She said that the town is deciding to spend over one million dollars to buy three lots or the equivalent of three lots at a premium price of approximately \$366,000 and she said that she questions whether that makes good fiscal sense at this point of time. She said that her next question has to do with a narrow strip of land and wonders what the purpose of that is. She said that she read the article in the paper and it indicated that the Council and the town were planning for the future and the idea is that maybe the existing rail line will at some point be turned into one of the linear trails like the one that is going through Cheshire and Hamden and other parts of that part of the state. She said that it might come but that there is no need for that strip because we have a public road, Dibble Edge Road, and it comes off of the rail line and it travels down to the piece that you want to acquire and would also provide access to Ferguson piece. She said that if you buy the Ferguson piece, you have a substantial area that abuts the existing rail line so that if your concern is that you want to have access to that potential future trail, you have it here and you have it here (*using the map*). She said that that narrow strip is not required

in order to accomplish those things. She asked if there was another reason to want that strip and that when she looks at that strip, the first thing that comes to mind is a spite strip and a spite strip was a strip of land that was deeded out or retained

by a property owner to prevent an abutting property owner from getting access to an abutting parcel or to the street and what the town is doing by way of this proposal is precluding any ability by my client to ever get access to Dibble Edge Road because you have blocked this off. She said that even if he were to buy the lots from the Warzeniak family, he can't get access to Dibble Edge Road because of what the town is doing. She asked if that seemed fair. She asked when else has the town ever put in such a strip of land that has prevented another property owner from getting access to a public road. She asked if this was how any of you would want to be treated if you were a property owner in the Town of Wallingford? It's a fact that Mr. Poder was a developer while he was working the reason why this happened? If this had been owned by somebody else – a teacher, a farmer...

**Chairman Vumbaco** said Joan, first of all that he takes exception to the fact that she thinks this Council is making a decision to block a piece of property. He said that she could make all the claims that she wants but that that has never entered into any of the discussions, and there were many of them with Mr. Warzeniak and Ms. Trzcinski about this piece of property and the sole purpose was to allow us additional access to the Rail for Trails so that he does not believe that is in her best interests to stand here this evening and start making accusations to this Council that we are doing something to block somebody because that could not be further from the truth.

**Atty. Molloy** said that there are two solutions to the problem and that one of solutions is for the town to provide access to the Poder piece. She said that the town can own property on either side and still have its access. She said that that would not be a problem and that she is looking at what was provided and giving the Council a gut reaction. She added that it was correct that she was not a participant to any discussion. She said that she believes that this is a violation of the town sub-division regulations and added that if you read the town sub-division regulations, that there is a provision that prohibits this type of

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strip of land which prevents another property owner from getting access and that if the town were to approve this, she would question whether or not you are in fact violating your town sub-division regulation. She said that she also fears that it will create a precedent for other property owners and that

she isn't sure that the town wants to create that precedent. She said that the purpose and the goal of the sub-division regulations within the town is to provide for both present design for adequate and safe flow of traffic and future safe flow of traffic. She said that the idea is to constantly plan for the future. She said that if this provision does not provide for any plan for the future and that it does not allow an abutting property owner access to a public road. She said that the Council has options and talked about spending \$1 million to buy open space by buying Mr. Poder's piece for \$1,085,000. He has 32 acres. He'll sell you the 32 acres for \$1,085,000. She said that the town would get a much greater amount of open space and a second, easier access that is larger to the linear path. She said that Dibble Edge Partners has an easement through the Warzeniak piece so that you can. She said that all we have to do is make an agreement to locate where that is and you can get to the Ferguson piece. She said that if the goal is to get value for your dollar, that gets you more open space in an area that you said you want the open space and on all the alternatives if the Warzeniak's are able to go forward with their 8 lot sub-division, that's all they're going to get, they're going to get eight luxury homes and the town is going to make \$100,000 in real estate taxes and you're going to make more money than the \$2,500 you're getting from the Poder piece right now. She said that you have some alternatives and that she urges the Council to consider those and that she would urge the Commission not to make a decision if you want to explore those alternatives because she thinks the goals of open space are good ones and that there are ways that it can be accomplished without penalizing an abutting property owner.

**William Lavorgna, 6 Grieb Court**, spoke about a possible lawsuit in land locking a property owner, and he talked about traffic in the area regardless that the land is designated open space since residents would have access to the open space.

**Mayor Dickinson** responded that the purpose at this point is for open space that the town would be intending to apply for open space grant money and that receipt of that grant is dependent on the time table for that program and that we may not fit within the time limits of the program so it may not be possible to receive a grant. He said that with a grant the property could not be used for anything but passive recreation and it could include hunting and that without the grant the property would be available any use that the municipality agreed to allow on the property.

**Mr. Lavorgna** went on about the traffic and resident use of the open space and that there is no guarantee that the road won't be built out to North Branford Road.

**Mayor Dickinson** said that certainly that can't be guaranteed but it's unlikely. He said that it would probably not receive the visits that the Tyler Mill area gets, which is a larger area, 900 acres or more. He said that residents would be able to use it for authorized uses, and it could generate traffic at certain times of the year.

**Mr. Lavorgna** went on to speak about resident use of the land and passive recreation and the traffic that would result. He then talked about Mr. Poder going to court if his land is landlocked and that the Council will lose the case. He said that the court has ruled that you cannot prevent someone from developing their property by not having access to that property.

**Mayor Dickinson** said that the difference here is that the property is already land locked and that the purchase by the town is not the action that land locked the property. He said the that property is already land locked by the Warzeniak property, part of which we will be buying, is what land locks any of the other pieces, so whatever precedence you are referring to, I don't believe would apply here at all. It's already a landlocked piece.

**Chairman Vumbaco** said to Mr. Lavorgna that he had made his point and called on the next speaker.

**Jerry Manishevick, 249 Cheshire Road**, said that he is a member of the Rod and Gun Club and that the property of Mr. Poder had a deed dispute in which the Rod and Gun Club was involved in

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the 1060s and that Mr. Poder knew that when he purchased the property from Mr. Kettlehut, the property was land locked. He said that the original access came from our property (Rod and Gun Club) and not from the Warzeniak or the Malchodi property. On a purchase that the Rod and Gun Club made that was the Levenworth Farm. He said that he knew it was landlocked when he purchased it and that he could get access from the Malchodi property on Liney Hall Lane but that bridges and poles would have to be put up and that was providing Mr. Malchodi would sell him a 50 foot access. He said that he thinks that this purchase is the best thing that could happen out there and he wished that the town could buy the whole ridge from McKenzie Reservoir all the way out to trap rock. He said that it will protect our water shed and Spring Brook.

**Chairman Vumbaco** asked if there was any other member of the public who wished to speak and said "Last chance." He called the public hearing closed. He asked, "Is there a motion and a second that the ordinance entitled:

AN ORDINANCE APPROPRIATING \$1,085,000 FOR THE ACQUISITION OF APPROXIMATELY 10.83 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 90 DIBBLE EDGE ROAD AND AUTHORIZING THE ISSUE OF \$1,085,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE.

be adopted.

**Ms. Papale** said, "So moved."

**Mr. Farrell** seconded.

**Chairman Vumbaco** called upon the Council to make comments. There were no further comments from the Council. The vote was called.

**ROLL CALL VOTE:**

Ms. Doherty – yes; Mr. Farrell – yes; Mr. Knight – yes;  
Ms. Papale – yes; Mr. Parisi – yes; Mr. Testa – yes.  
Mr. Vumbaco – yes.  
*(Mr. Dinatale and Mr. Spiteri were absent from the meeting.)*

**Chairman Vumbaco** announced that the Ordinance was adopted. He called for Item # 8.

8. Public Hearing at 7:15 P.M. on November 29, 2005 to be held in connection with the following ordinance entitled:

AN ORDINANCE APPROPRIATING \$2,385,000 FOR THE ACQUISITION OF APPROXIMATELY 69.84 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 531 NORTH BRANFORD ROAD AND AUTHORIZING THE ISSUE OF \$2,385,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE.

**Chairman Vumbaco** convened the Public Hearing for the \$2,385,000 appropriation and bond authorization for the acquisition of property known as 531 North Branford Road. The Ordinance which is the subject of this Public Hearing and is available at this meeting and may be obtained from the Town Clerk.

He asked for a motion and a second to read the title and section one of the following proposed ordinance in their entirety and to waive the reading of the remainder of the ordinance, incorporation its full text into the minutes of this meeting.

**Mr. Farrell** said so moved.

**Mr. Parisi** seconded the motion.

**ROLL CALL VOTE:** Ms. Doherty – yes; Mr. Farrell – yes;  
Mr. Knight – yes; Ms. Papale – yes; Mr. Parisi – yes;  
Mr. Testa – yes; Mr. Vumbaco – yes.  
(*Mr. DiNatale and Mr. Spiteri were absent.*)

**Ms. Papale** read the Ordinance and Section One.

AN ORDINANCE APPROPRIATING \$2,385,000 FOR THE ACQUISITION OF APPROXIMATELY 69.84 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 531 NORTH BRANFORD ROAD AND AUTHORIZING THE ISSUE OF \$2,385,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE.

Section 1. The sum of \$2,385,000 is appropriated for the acquisition of approximately 69.84 acres consisting of a portion of real property in the Town of Wallingford commonly known as 531 North Branford Road, as more particularly described in Volume 946 Page 691 on the Wallingford Land Records, for open space, and for engineering and consulting fees, appraisals, testing, commissions, environmental remediation, demolition, surveying, title insurance and such other expenses necessary or appropriate for such acquisition, and including administrative, advertising, printing, legal and financing costs, or for so much thereof as required to implement the purchase, said appropriation to be in addition to all prior appropriations for said purpose and inclusive of any and all State and Federal grants-in-aid.

The Mayor is authorized to negotiate the terms and purchase price for the purchase of the parcel and to sign purchase contracts and documents necessary to transfer title to the Town of Wallingford, including contracts providing for the reservation of use rights, if any, and to apply for and receive grant funding.

**Mayor Dickinson**, using the map on display pointed out the Ferguson piece outlined in yellow and pointed out Dibble Edge Road, the Warzeniak piece, North Branford Road, Durham Road. He said that the Ferguson piece is 69.84 acres, 35 acres developed and 11 undeveloped, 25.84 impacted. He said that the impact is from wetlands as well as a rock face and that it is generally wooded in character and that there is a very nice pond right off North Branford Road. He said that has a 980 square foot road on it. He said that the proposal that we have describes the entire piece, and he pointed out where the owners live. He said that the town is allowing one year's use of a house for one of the owners. He said that the property would

be named for the Ferguson family. He said that the town would do normal environmental testing which will be true for the Warzeniak piece as well. He repeated the purchase price of \$2,250,000.

**Chairman Vumbaco** asked for comments from the public.

**Phil Wright, Sr., 160 Cedar Street**, said that he was a proponent of the town owning property but that he thinks that the town does not manage it properly and that nothing presented here tonight changes that. He said he feels cheated because of the poor presentation of how we are spending \$3.4 million and that there is no reason why we couldn't do a better dog and pony show for \$3.4 million. He said that the Council deserves and "F" grade.

**Richard Dighello, 313 North Airline Road**, President of the Rod and Gun Club, who said that the club has over 350 senior members and over 60 junior members, and that he appreciated the town purchasing this property and keeping it open for everyone to enjoy. He said that the Rod and Gun Club has over 125 acres.

**Mary Mushinsky, State Representative from Wallingford**, said that she commended the Mayor and the Council and the Conservation Commission for honing in on this parcel and for pursuing it. She said that it's a really good choice because it is a corridor linkage piece tying together several watershed and open space areas, which makes it much more valuable. She pointed out that it protects the headwaters of Spring Brook and provides habitat. She offered to work together with the town to get

funding for it, the state match funding for it. She thanked everybody for making the purchase possible.

**Guy Beach, 61 Cheshire Road**, said that he commended the work of the town to purchase the Cuneo property recently which flows in a corridor running from Gaylord down to Cook Hill. He presented some numbers done a number of years ago by the American Farmland Trust. He said that they did a ratio of revenue dollars coming in versus the cost of maintaining residential property versus commercial and industrial versus open land and for every dollar of revenue – for Durham the cost of maintaining residential property was \$1.07 per revenue dollar. He said that for commercial and industrial was \$.27 and for open space \$.23. He said that this purchase should be considered an investment and it's a big shot savings and it's a forever deal and he gives the work done on this a ten plus.

**Marty Moore, 930 North Farms Road**, said that he was in attendance representing the Board of Directors of the Quinnipiac Valley Audubon Society and he noted other present from the group as well, including the president which shows the interest they have in these properties which are critical open space. He commended the Council and the Administration and the landowners. He said he hoped for a positive vote.

**Jeff Borne, Chairman, Conservation Commission, 20 Sylvan Avenue**, commended Chairman Vumbaco for the excellent job he did in explaining what led to this culmination here of a lot of work and a lot of thought and a lot of insight. He said that we first looked at the Warzeniak property in 2002 and recognized at that time the great fit of the property into the town's open space plan. He said that things weren't ready to go. He said that the Conservation Commission thought at one time that this combination of properties might never happen and that he was unaware of what was going on in the background. He pointed out that there just isn't a cookbook or a template that these things follow. He said that Ms. Molloy who spoke earlier and who had an interesting proposal to acquire more property, did make a comment about appraisals and that he would just like to comment on was the appraisal based on lot value, was it based on an acreage value and that he thinks that the town should be commended for basing negotiations on some sense of what is a reasonable value but that in his experience an appraisal is just someone's opinion based of

some kind of date and that the real value of a property is what a willing seller will accept and what a willing buyer will pay and so appraisals are only guidelines. He said that it's a difficulty in acquiring open space. He said that these are delightful properties and that there is no question about it. He commended the Council for sticking with it and being patient and in pursuing the right road and that Wallingford will say thanks in perpetuity. He said thank you that they will continue to recommend good properties to the Council.

**Chairman Vumbaco** asked if there was anyone else from the public who wished to speak and no one came forward. The public hearing was declared closed.

He asked if there was a motion and a second that the ordinance entitled

AN ORDINANCE APPROPRIATING \$2,385,000 FOR THE ACQUISITION OF APPROXIMATELY 69.84 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 531 NORTH BRANFORD ROAD AND AUTHORIZING THE ISSUE OF \$2,385,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE.

be adopted?

**Mr. Knight** said so moved.

**Mr. Parisi** said, "Second."

**Chairman Vumbaco** turned to the Council for comments.

**Mr. Parisi** said that he would like to make the observation that he disagrees with some of the comments that were made in the sense that this Council pursued it's objective and that he thinks that Mr. Vumbaco's leadership is very strong and that he thinks that the Mayor was very strong that the Town Attorney worked very hard on this. He said that he doesn't think in any way that the

Council shirked their duties. He said that it was a long road and the Chairman aptly described and that he believes that the Council is successful. He graded the Council A+.

**Mr. Knight** said that there are plenty of people to thank and that the first people to thank are the owners of both properties, the Warzeniaks and the Fergusons, and their willingness. He acknowledged that it was a very long process to bring out a sense of community. He thanked the Council for bestowing this legacy on Wallingford residents 100 years from now.

**Ms. Papale** said that she knows her colleagues on the Council know that she doesn't get too excited over open space purchases but that she is learning to look at the future and that she is excited about

this purchase when she sees the names Warzeniak and Ferguson, having lived in Wallingford all her life, that these are families that she knows and that they are people who care about Wallingford. She particularly thanked the Chairman and Mr. DiNatale for their help to her in this purchase and for their diligence in this purchase. She congratulated everyone.

**Mr. Testa** said that he appreciated the words of Mr. Knight. He said that the expenditure of this money was made fully aware of the costs of the school renovation project and especially with the keen awareness of the library building project. He said that he was comfortable going forward with this by having the knowledge that the library project was coming in less than what was originally planned. He wanted to make it clear that all undertakings were part of this decision. Mr. Testa said that he wanted to acknowledge the strong role that Mr. Vumbaco played in both of these negotiations that resulted in the settlements that are being heard tonight. He said thank you for all the work that you have done on that and that we have saved a lot of money by going forward in the manner in which we did.

**Chairman Vumbaco** said thank you and said that he would like to make comment before calling for the vote. He said that he would like to encourage future Councils whose responsibility it is to purchase land to stay actively involved in negotiations as he and Mr. DiNatale and others did for this land. He said that people should not be afraid to think outside of the box as they

did in the Warzeniak agreement and look for a way to accomplish goals even if it seems to be unconventional at the time. At first with the Warzeniak property, it seemed like it was an all or nothing but that they managed to solve the situation as far as dollars were concerned but to also provide Mr. Warzeniak with the homes he wanted to preserve. He said to remember that the price asked by the landowner is not always the price that will be paid. He said negotiate, work with the landowner and continue to use the appraisal as a land guide and remember that it is only a guide. He said that we can't buy all the land but if you stay the course future purchases can be done that will fall within the scopes. He commended the Council for staying the course on these two properties for the last two years and that the future of Wallingford is the winner in this case. He thanked everyone and called for the vote.

**ROLL CALL VOTE:**

Ms. Doherty – yes; Mr. Farrell – yes; Mr. Knight – yes; Ms. Papale – yes; Mr. Parisi – yes; Mr. Testa – yes; Mr. Vumbaco – yes.  
*(Mr. DiNatale and Mr. Spiteri were absent.)*

**Chairman Vumbaco** said, "I declare the ordinance adopted"

10. Executive Session pursuant to Section 1-200 (6) (D) of the Connecticut General Statutes with respect to the purchase, sale and/or leasing of property – Mayor

*Withdrawn*

**Chairman Vumbaco** called for Item # 10, which was withdrawn, and he moved on to Item # 11.

11. Consider and Approve Authorizing the Mayor to enter into a contract to purchase property at 531 North Branford Road – Law Department

**Ms. Papale** said that #11 is to consider and approve made a motion authorizing the Mayor to enter into a contract to purchase property at 531 North Branford Road. She said, "So moved."

**Mr. Testa** seconded the motion.

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**Chairman Vumbaco** asked for Council discussion.

**Ms. Doherty** asked a question about the map that is attached to #11 said that the maps regarding the Warzeniak property do not coincide and asked if the attachment is the official map or if it needs to be changed.

**Chairman Vumbaco** asked the Town Attorney to look at the map that is attached to Item # 11.

**Mayor Dickinson** responded that it shows the entire piece.

**Attorney Small** said it's the map that is used until the A-2 survey is done.

**Chairman Vumbaco** asked if there were any other comments and there were none, so he called for the vote by asking that all those in favor say aye. He asked if anyone was opposed. There were none, and he said, "So moved." (*Mr. Di Natale and Mr. Spiteri were absent.*)

12. Consider and Approve Authorizing the Mayor to enter into a contract to purchase property at 90 Dibble Edge Road – Law Department

**Ms. Papale** said that she makes a motion authorizing the Mayor to enter into a contract to purchase property at 90 Dibble Edge Road.

**Mr. Farrell** seconded the motion.

**Chairman Vumbaco** asked for discussion, and no one responded. He asked all those in favor to say aye and then asked if anyone was opposed. There were none. He said that the motion passed. (*Mr. Di Natale and Mr. Spiteri were absent.*)

**Ms. Papale** made a motion to adjourn the meeting

**Mr. Farrell** seconded the motion.

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All voted aye except for Mr. Di Natale and Mr. Spiteri, who were absent and the motion passed. The meeting adjourned at 8:40 P.M.

There being no further business to consider, the meeting adjourned at 10:13 P.M.

Respectfully submitted,

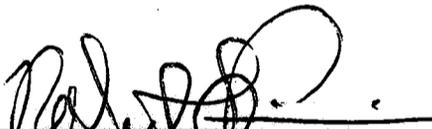


Sandra R. Weekes  
Town Council Secretary

Meeting recorded and transcribed by Sandra R. Weekes

Approved by:

RECEIVED FOR RECORD 3-2-06  
AT 3:50 P.M. AND RECORDED BY  
Barbara Thompson TOWN CLERK



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Robert F. Parisi  
Chairman

Date:

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Brabara Thompson  
Town Clerk

Date:

ITEMS FOR AGENDA OF MEETING OF TOWN COUNCIL

[Item No.] To schedule a public hearing to be held in connection with the following ordinances entitled:

AN ORDINANCE APPROPRIATING \$1,085,000 FOR THE ACQUISITION OF APPROXIMATELY 10.83 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 90 DIBBLE EDGE ROAD AND AUTHORIZING THE ISSUE OF \$1,085,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

AN ORDINANCE APPROPRIATING \$2,385,000 FOR THE ACQUISITION OF APPROXIMATELY 69.84 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 531 NORTH BRANFORD ROAD AND AUTHORIZING THE ISSUE OF \$2,385,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

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AN ORDINANCE APPROPRIATING \$1,085,000 FOR THE ACQUISITION OF APPROXIMATELY 10.83 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 90 DIBBLE EDGE ROAD AND AUTHORIZING THE ISSUE OF \$1,085,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. The sum of \$1,085,000 is appropriated for the acquisition of approximately 10.83 acres consisting of a portion of real property in the Town of Wallingford commonly known as 90 Dibble Edge Road, as more particularly described in Volume 1049 Page 893 of the Wallingford Land Records, for open space, and for engineering and consulting fees, appraisals, testing, commissions, environmental remediation, demolition, surveying, title insurance and such other expenses necessary or appropriate for such acquisition, and including administrative, advertising, printing, legal and financing costs, or for so much thereof as required to implement the purchase, said appropriation to be in addition to all prior appropriations for said purpose and inclusive of any and all State and Federal grants-in-aid. The Mayor is authorized to negotiate the terms and purchase price for the purchase of the parcel and to sign purchase contracts and documents necessary to transfer title to the Town of Wallingford, including contracts providing for the reservation of use rights, if any, and to apply for and receive grant funding.

Section 2. To meet said appropriation \$1,085,000 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. Said bonds may be issued in one or more series as determined by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, and the amount of bonds of each series to be issued shall be fixed by the Mayor, the Comptroller, and the Town Treasurer, or any two of them. Said bonds shall be issued in the amount necessary to meet the Town's share of the cost of the project determined after considering the estimated amount of the State and Federal grants-in-aid of the project, or the actual amount thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that 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, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity 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 manual or facsimile 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 Murtha Cullina LLP,

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*(Signature)*

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 the interest thereon. The aggregate principal amount of the 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 at 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, the provisions of the purchase agreement shall be subject to 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 executed in the name and on behalf of the Town by the manual or facsimile signatures of the Mayor, the Comptroller, and the Town Treasurer, or any two of them, bear the Town seal or a facsimile thereof, 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 Murtha Cullina LLP, 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 marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said 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 (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 sixty days prior to and 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.

Section 6. The Mayor, the Comptroller, and the Town Treasurer, or any two of them, are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance. Any agreements or representations to provide information to Repositories made prior hereto are hereby confirmed, ratified and approved.

AN ORDINANCE APPROPRIATING \$2,385,000 FOR THE ACQUISITION OF APPROXIMATELY 69.84 ACRES CONSISTING OF A PORTION OF REAL PROPERTY KNOWN AS AND IN THE AREA OF 531 NORTH BRANFORD ROAD AND AUTHORIZING THE ISSUE OF \$2,385,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. The sum of \$2,385,000 is appropriated for the acquisition of approximately 69.84 acres consisting of a portion of real property in the Town of Wallingford commonly known as 531 North Branford Road, as more particularly described in Volume 946 Page 691 of the Wallingford Land Records, for open space, and for engineering and consulting fees, appraisals, testing, commissions, environmental remediation, demolition, surveying, title insurance and such other expenses necessary or appropriate for such acquisition, and including administrative, advertising, printing, legal and financing costs, or for so much thereof as required to implement the purchase, said appropriation to be in addition to all prior appropriations for said purpose and inclusive of any and all State and Federal grants-in-aid. The Mayor is authorized to negotiate the terms and purchase price for the purchase of the parcel and to sign purchase contracts and documents necessary to transfer title to the Town of Wallingford, including contracts providing for the reservation of use rights, if any, and to apply for and receive grant funding.

Section 2. To meet said appropriation \$2,385,000 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. Said bonds may be issued in one or more series as determined by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, and the amount of bonds of each series to be issued shall be fixed by the Mayor, the Comptroller, and the Town Treasurer, or any two of them. Said bonds shall be issued in the amount necessary to meet the Town's share of the cost of the project determined after considering the estimated amount of the State and Federal grants-in-aid of the project, or the actual amount thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that 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, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity 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 manual or facsimile signatures of the Mayor, the Comptroller, and the Town Treasurer,

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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 Murtha Cullina LLP, 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 the interest thereon. The aggregate principal amount of the 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 at 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, the provisions of the purchase agreement shall be subject to 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 executed in the name and on behalf of the Town by the manual or facsimile signatures of the Mayor, the Comptroller, and the Town Treasurer, or any two of them, bear the Town seal or a facsimile thereof, 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 Murtha Cullina LLP, 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 marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said 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 (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 sixty days prior to and 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.

Section 6. The Mayor, the Comptroller, and the Town Treasurer, or any two of them, are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance. Any agreements or representations to provide information to Repositories made prior hereto are hereby confirmed, ratified and approved.