

TOWN COUNCIL MEETING

JULY 23, 1991

7:00 P.M.

AGENDA

1. Roll Call & Pledge of Allegiance
2. Consider and Approve a Waiver of Bid to Enter Into Transportation Contract Pursuant to a Contractual Obligation to Negotiate Per Arbitration Decision - Town Attorney's Office
3. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
4. Consider and Approve a Waiver of Bid for Telelink and SNETCO to Accomplish Relocation of Board of Education Equipment to Sheehan High School - Board of Education
5. Consider and Approve a Transfer of Funds in the Amount of \$81 from Gas & Oil to Advertising - Dog Warden
6. Consider and Approve a Transfer of Funds in the Amount of \$205 from Natural Gas to Elec. Energy - Traffic Signals - Dept. of Police Services
7. Consider and Approve a Transfer of Funds in the Amount of \$592 to Vehicle Maintenance from Vehicle Maintenance Accounts - Dept. of Fire Services
8. Consider and Approve a Transfer of Funds in the Amount of \$1,921 to Vehicle Maintenance from Building Maintenance and Maintenance of Equipment Accounts - Dept. of Fire Services
9. Consider and Approve a Transfer of Funds in the Amount of \$182 from Safety Clothing and Equipment to the Laundry Account - Dept. of Fire Services
10. Consider and Approve a Waiver of Bid to Purchase Radio Equipment - Dept. of Fire Services
11. Consider and Approve a Transfer of Funds in the Amount of \$304 from the Part Time Secretarial Wages Account to the Advertising Account - Zoning Board of Appeals
12. Consider and Approve a Transfer of Funds in the Amount of \$588 from Physical Exams to Misc. Fact Finding - Mayor's Office
13. Consider and Approve Authorizing the Mayor to Negotiate and Sign an Agreement for Composting Cost-Effect Study Requested by the Water/Sewer Division

(OVER)

14. Consider and Approve a Transfer of Funds in the Amount of \$8,500 from Sludge Disposal Tipping Fees to Outside Services Employed - Water/Sewer Division
15. Consider and Approve Anniversary/Merit Increases As Requested by the Personnel Department
16. Discussion and Approval of Temporary Use of Yalesville School by the Recreation Department and the Adult Education Program as Requested by Mayor Dickinson

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TOWN COUNCIL MEETING

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7:00 P.M.

A meeting of the Wallingford Town Council was held on Tuesday, July 23, 1991 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Albert E. Killen at 7:09 P.M. Answering present to the Roll called by Town Clerk Kathryn J. Wall were Councilors Bradley, Duryea, Gouveia, Killen, Solinsky & Zandri. Council Member Holmes arrived at 7:12 P.M. Councilwoman Papale was vacationing and Councilor Parisi was ill. Mayor William W. Dickinson, Jr. and Town Attorney Janis M. Small were also present. Comptroller Thomas A. Myers arrived at 7:12 P.M.

The Pledge of Allegiance was given to the Flag.

Mr. Bradley 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. Solinsky:

ITEM #6 Consider and Approve a Transfer of Funds in the Amount of \$205 from Natural Gas Acct. #001-2015-200-2020 to Elec. Energy Traffic Signals Acct. #001-2017-200-2100 - Dept. of Police Services

ITEM #9 Consider and Approve a Transfer of Funds in the Amount of \$182 from Safety Clothing & Equip. Acct. #2031-400-4820 to Laundry Acct. #2032-400-4800 - Dept. of Fire Services

ITEM #12 Consider and Approve a Transfer of Funds in the Amount of \$588 from Physical Exams Acct. #001-1590-500-5750 to Misc. Fact Finding Acct. #001-1300-600-6020 - Mayor's Office

ITEM #15 Consider and Approve Anniversary/Merit Increases as Requested by the Personnel Department

VOTE: All ayes; motion duly carried.

ITEM #2 Consider and Approve a Waiver of Bid to Enter Into Transportation Contract Pursuant to a Contractual Obligation to Negotiate Per Arbitration Decision - Town Attorney's Office

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

Town Attorney Small gave an overview of the issue.

In the fall of 1990 Double A sent a letter to the Board of Education stating that they wanted to continue their working relationship with them and made a proposal for another contract with the Board of Ed. The Board of Ed responded that they would like to go out to bid and began the process of putting the bids together. Double A responded that under the existing contract they believe they had the right to negotiate a new contract with the Town and that the Town was obligated to negotiate in good faith. The contract was being reviewed when, in the meantime, Datco insisted that they were low bidder and began

to assert their claim to be low bidder. They also asserted that the Town was under no obligation to negotiate with Double A in the contract. After researching the issue, Atty. Small agreed with Datco and felt that the Town is not obligated to negotiate with Double A. In the contract, if there is any type of dispute, you proceed to arbitration. The Town did so. The original contract negotiated in 1983 did include the language which gave Double A the option to re-negotiate the contract. When the contract was renewed in 1985 the same language was included. This was not the best position to be in at arbitration. The arbitrators decided that the Town was under a good faith obligation to negotiate a two year contract. The Board proceeded to do so and the agreement before the Council this evening is what was arrived at between the Board and Double A. Datco was allowed to explain their bid before the Superintendent and members of the staff at which time Datco adjusted the figures in their favor. Some figures were refused by the Superintendent and his staff as being unacceptable explanations. It is highly unusual for a bidder to be allowed to explain their bid. Atty. Small felt that if Datco needed to explain their bid then they did not bid it properly. It was concluded that even with the adjustments that Datco made to their bid Double A was still the low bidder. Nevertheless, the Superintendent chose to proceed in accordance with arbitration merely to give Double A a two year contract which is the first two years of their bid. Double A turns out to be the loser because they are only getting a two year contract as opposed to a five year contract. Arbitration was the most cautious route to take. The language of the contract was ambiguous and there being an acknowledgement that back in 1983 they specifically had discussed and agreed that there was going to be some option on the part of the contractor, the Town was in a tough position to argue otherwise. If approved by the Council this evening, Atty. Small will draft a new contract with no option to renew on anyone's part. The arbitrators felt that any ambiguity of the contract is construed against the drafter. On the other hand, the arbitrators did not wish to leave it open-handed so they limited the contract to two years.

Dr. Cirasuolo explained that the bids were analyzed and calculated as far as cost on an annual basis and, in the Board's judgement, it was less expensive to go with Double A than awarding Datco their bid. Datco's bid had a cap on the amount of money they would pay for gasoline per gallon. They also had a stipulation stating, if any time is spent by drivers prior to 7:00 A.M. and after 9:00 A.M. and prior to 2:00 P.M. and after 4:00 P.M. the Town would have to pay extra for that time beyond their bid price. Currently, a shakedown of the buses is performed fifteen minutes prior to 7:00 A.M. each morning for a safety check of the vehicles. When you add in the amount of money that it will cost for that fifteen minutes of service prior to 7:00 A.M. by Datco, they no longer come in as the low bidder.

Atty. Small is requesting the Council to Waive the Bid to Award the Contract to Double A.

Mr. Bradley pointed out that the correspondence from Atty. Small requests that all bids be rejected and the Bid Requirement be

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waived.

Mayor Dickinson pointed out that it is not the Council's responsibility to reject bids, it is the responsibility of the department in question through the Purchasing Office.

Mr. Bradley asked if there is a set order from a procedural standpoint on rejecting bids?

Mayor Dickinson did not believe there was an order to the procedure. By entering into a contract it would effectively render any other bids unavailable.

Mr. Holmes felt that if we are getting the best service and price from Double A then the Town is obligated to waive the bid.

Mr. Zandri asked if there was a need to waive the bid at all if the company is operating under the existing contract?

Atty. Small responded that the contract required the Town to negotiate with them, basically a new deal. She felt it was necessary.

Mr. Gouveia asked if the Town can say no after negotiating in good faith?

Atty. Small answered, the Town can say no if it feels it has a good faith reason not to enter into the agreement.

Mr. Edward Musso, 56 Dibble Edge Road stated that the Town is having the wool pulled over its eyes and the original contract should be adhered to. He feels that the Town Attorney is working for the Board of Education.

After an hour of discussion on the matter the Council was not happy with the issue before them and felt that they were "between a rock and a hard place" and did not have much of a choice.

Mr. Holmes made a motion to Waive the Bid to Award Double A a Two (2) Year Contract for Transportation in Line with Figures Supplied by the Superintendent of the Board of Education with No Options to Renew seconded by Mr. Bradley.

VOTE: All ayes; motion duly carried.

Mr. Bradley made a motion to Move Agenda Item #4 Up to the Next Item of Business, seconded by Mr. Holmes.

VOTE: All ayes; motion duly carried.

ITEM #4 Consider and Approve a Waiver of Bid for Telelink and SNETCO to Accomplish Relocation of Board of Education Equipment to Sheehan High School - Board of Education

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

Mr. Gerry Powers, Supervisor of Buildings and Grounds explained that the present equipment has been purchased by Telelink. They service and maintain the equipment presently and have a waiver of bid to do so. The agreement to stand by their equipment by Telelink would become void if another vendor were hired to move the equipment.

Mrs. Duryea questioned the reason for placing a vendor on the bid waiver list. Is it strictly for purchasing supplies and materials or for any service provided by the vendor?

Mr. Myers responded that when the bid waiver list was presented, items/service such as this would not typically be purchased during the year under the bid waiver method. It was decided that it would be more appropriate to come back to the Council to disclose exactly what was being done.

Edward Musso, 56 Dibble Edge Road disputed the cost of the move and feels that the Superintendent of Schools should pay the difference himself.

Mr. Solinsky asked where the funds are coming from for this venture?

Dr. Cirasuolo responded that they are coming from the Board's Budget.

Mr. Bradley asked if the system will be cabled in, powered up and insured as operational? It is not listed in the Hewlett Packard Quotation.

Mr. Powers responded that he believed it to be all included.

VOTE: All ayes; motion duly carried.

#### PUBLIC QUESTION AND ANSWER PERIOD

Brian McDermott, 359 North Elm Street asked how long the Recycling Center will be closed?

Mayor Dickinson responded that it closed today but will reopen tomorrow. Admet will report back to the Mayor's Office on some of the terms discussed earlier today in an attempt to settle this issue. They chose to close, they were not authorized under the contract to do so.

Mr. McDermott asked when the contract has to be signed to have a permanent operator on site?

Mayor Dickinson responded that they are working under a contract now and are in breach of their agreement with the Town when they close.

Mr. McDermott asked if the Council will be holding its regularly scheduled meetings in August?

Mr. Killen answered that the Council tries not to hold all their

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meetings during that time but has had no luck so far in this month. If the items are not of great significance and can be held off for a while, then the Council foregoes a meeting.

As always, a special meeting will be called if and when necessary.

Mrs. Duryea asked the Mayor what should be done with recyclables if the Recycling Center closes again or remains closed?

Mayor Dickinson stated that, in general, recycling is undergoing a drastic time of difficulty and will take some patience for the market to stabilize and for everyone to know exactly what they are supposed to do and when. There exists an overabundance of recyclables in the market currently and it is difficult to find a place to take them. If your hauler continues to take them, then by all means put them out for them to do so.

ITEM #5 Consider and Approve a Transfer of Funds in the Amount of \$81 from Gas & Oil Acct. #001-2020-300-3000 to Advertising Acct. #001-2020-400-4100 - Dog Warden

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

Mr. Bradley and Mr. Killen had difficulties with the fact that several transfers this evening affect accounts that do not have enough funds in their unencumbered line items but do have enough in their encumbered accounts.

Mr. Myers explained that the Dog Warden cancelled her encumbrances because she used less gas and oil than expected. He reminded the Council that the encumbrance is an estimated figure and the Dept. Head does her best as to estimating the amount of gas and oil that will be used for the entire year.

Mr. Zandri questioned the logic used in encumbering the funds in the gas and oil account. He felt that the budgeted amount for that line item is the Department Head's best estimate. He could not see the reason for encumbering anything.

Mr. Holmes spoke on behalf of the Dog Warden stating that he thought that it may just be an error of over-encumbering her funds.

VOTE: All ayes; motion duly carried.

ITEM #7 Consider and Approve a Transfer of Funds in the Amount of \$592 to Vehicle Maintenance Acct. #2032-500-5000 from Vehicle Maintenance Accounts #2033-500-5000, \$108.00; #2036-500-5000, \$107.00; #2037-500-5000, \$156.00; and #2039-500-5000, \$221.00 - Dept. of Fire Services.

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

Mr. Bradley and Mr. Killen questioned Chief Lefebvre about the encumbrances in the accounts that are being affected with this transfer.

The Chief explained that it is a bookkeeping maneuver/practice that has always taken place, it can appear confusing.

Mr. Killen made the Chief aware that if the funds are not unencumbered the Council will not approve transfers for any department.

Mr. Zandri explained what he felt an encumbrance should be. When something is ordered and has not been received yet, the funds should then be encumbered.

VOTE: All ayes; motion duly carried.

ITEM #8 Consider and Approve a Transfer of Funds in the Amount of \$1,921.00 to Vehicle Maintenance Acct. #2032-500-5000 from the Building Maintenance Acct. #2032-500-5100, \$600.00 and from Maint. of Equipment Acct. #2034-500-5200, \$1,320.00 - Dept. of Fire Services

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

VOTE: All ayes; motion duly carried.

ITEM #10 Consider and Approve a Waiver of Bid to Purchase Radio Equipment - Dept. of Fire Services

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

Mr. Bradley read the correspondence into the record.

Mrs. Duryea asked Chief Lefebvre to explain where the radio equipment appears in the budget book.

Chief Lefebvre explained that they are not listed singly, they are most likely incorporated in the capital equipment request. He offered to forward a breakdown of his capital equipment request presented to the Mayor at budget time to Mrs. Duryea.

VOTE: All ayes; motion duly carried.

ITEM #11 Consider and Approve a Transfer of Funds in the Amount of \$304 from Part Time Secretarial Wages Acct. #001-7020-100-1350 to ZBA Advertising Acct. #001-7020-400-4100 - Zoning Board of Appeals

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

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

ITEM #13 Consider and Approve Authorizing the Mayor to Negotiate and Sign an Agreement for Composting Cost-Effect Study Requested by the Water/Sewer Division

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

Mayor Dickinson explained that this involves the effort by Meriden to construct and operate a sludge disposal recycling facility. Part of

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the effort involves qualifying for a D.E.P. grant. In order to qualify it is necessary to have a cost effectiveness study performed. Four towns are involved in this, Meriden, North Haven, Cheshire and Wallingford. As of yet we do not have firm figures from MDC on sludge disposal and they are experiencing difficulties with their process. For that reason the Mayor feels that it would be in the interest of Wallingford to continue our participation and show our interest in this project until such time as there is a clear indication as to which direction the Town should go.

Mr. Bradley asked if the disposal of sludge with MDC is cheaper than the proposed facility?

Mr. Roger Dann, General Manager of the Water/Sewer Division stated that the original cost estimates for the Meriden facility appear to be more expensive than MDC. One caveat to that, however, is that the Town still has to obtain final figures for the trucking costs to haul our sludge to MDC. The Town wants to keep as many options open as possible and be in a position to select the best long term solution. They would prefer to work towards a long term agreement with MDC but if this other option appears to be the most cost effective solution, then the Town should get involved in it.

Mr. Bradley asked for a comparison in prices between MDC and the Meriden Sludge Recycling option.

Mr. Dann responded that MDC's costs would be approximately \$220 - \$225 per dry ton with trucking costs included. The preliminary estimates for the Meriden facility, with State funding, is approximately \$330 - \$350 per dry ton not including trucking costs (this is Mr. Dann's best guess since he did not have the information with him this evening).

Mr. Bradley asked what kind of problems is MDC facing?

Mr. Dann stated that they have run into a problem with the design of the odor control system and cannot bring the facility on-line and cannot, therefore, negotiate a long term agreement. It is anticipated that the problem will not be corrected before January of 1992. Presently, MDC is accepting the sludge at its own facility.

Mr. Bradley asked if a long term contract would be offered to us if MDC could overcome its problems?

Mr. Dann answered that MDC has indicated that they are willing to work with the Town on a long term basis.

Mr. Bradley asked if this (the Meriden facility) is a CRRA facility?

Mr. Dann responded that CRRA is performing a role in this and the intention is for the facility to be located in Meriden on their property adjoining their waste water treatment plant to be operated utilizing Meriden personnel.

Mayor Dickinson stated that his information is that it is not a

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CRRA facility. It was brought to the CRRA Policy Board for funding out of the tip fee and it was rejected as unappropriate. This is why each community would be appropriating funds separately in order to hire the contractor to perform the cost-effectiveness study. No decision has been made to his knowledge as to any operation by CRRA. His understanding is that Meriden wants to be the owner/operator.

Mr. Bradley asked who David Martin, Landfill Operator is?

Mayor Dickinson responded, Dave Martin is with CRRA.

Mr. Bradley explained that he was reading correspondence on CRRA stationary from David Martin to Dr. Morale, Diversified Technologies. He asked if Diversified Technologies is the developer, owner, who are they?

Mr. Dann explained that they are the low bidder on the contract.

Mr. Bradley read an excerpt of the correspondence into the record: "I am pleased to inform you that the municipalities of Cheshire, Meriden, North Haven and Wallingford have decided (underscore is to emphasize the point Mr. Bradley is making) to accept your proposal. Each of the four municipalities will (again, underscore is to emphasize Mr. Bradley's point) individually contract with you for one quarter of the \$28,500." He was sensitive to the "have decided" and "will" commitments before the Town has done anything with this issue.

Mayor Dickinson answered that he thought that Mr. Martin is responding to what was stated at the Policy Board Meeting which was, if this was to go ahead the towns would have to do it with each other outside of the CRRA involvement. He felt that Mr. Martin's terminology was not technically oriented. It was up to the towns to proceed. CRRA has played a role up until this point in putting together facts and assisting in the evaluation of construction bids for a new facility. They do not have any supervisory role. He was not sure of any role on the part of CRRA in any of this at this point in time.

Mr. Don Roe, Program Planner stated that he was not aware of any continued involvement on the part of CRRA other than the cost-effectiveness study. Depending on what that indicates and where the project then goes, there are organizational issues that would then have to be considered, i.e., does it have its own free-standing authority, how do you do one of these quasi-regional projects, etc. Those are all issues that would have to be addressed. How those get answered may or may not be perceived by the communities involved that there would be a role for a CRRA-type entity or even CRRA. Those issues have not been approached yet.

Mayor Dickinson pointed out that it is important to recognize that we are dealing with a study that meets and complies with requirements of D.E.P. for a grant. If the study isn't done, D.E.P. funds are not available. It does not commit the Town to stay in the project.

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it does not commit the Town to any ongoing relationship with the other towns or the project other than we are saying, we want to see the study performed and results obtained and find out exactly what the charge ultimately will be for Wallingford to ultimately be a participant in this. Again, as Mr. Dann stated, in order to preserve our options.

Mr. Bradley was concerned. He has no guarantee. He has studied the financials on CRRA and he had a very serious concern about putting the Town in double jeopardy if this should, indeed, fall into CRRA's hands again. Before any CRRA involvement, he wanted to see some upfront guarantees. On page #9, task 6.1 states that "...utilizing the results of the composting proposals developed as part of CRRA's procurement process". He did not know what that means but he pointed out that throughout the scope of services and minutes, he continues to read CRRA's name.

Mayor Dickinson answered that CRRA has put together information for this project pursuant to requests from Meriden and have been involved, there is no question about it. But Wallingford is in a position go ahead or not go ahead at some future time based upon any or no of the conditions known today. All the Town is saying is that they want the cost-effectiveness study to be performed so that we have the benefits of State money and evaluating the cost to the Town should we choose an option of going with the Meriden facility. That decision has not been made. Mr. Dann has indicated at this point that it may be higher cost than what the Town is able to receive from another facility but we have no guarantees in any direction. We should keep our options open. We are not committed in any way.

Mr. Bradley favored the MDC proposal. It is cheaper for now, it is doable as of the first of the year, it is there. On the other side, we are saying, we have nothing here, how do we go about committing \$8,500 of the Town and also the fact that State funding is unreliable now.

Mayor Dickinson pointed out that regarding MDC, we don't know what the price will be, depending on what money they will have to spend to come into compliance with their facility. There are some unknowns with MDC. In addition, the trucking to the MDC facility in Hartford vs. short distance to Meriden.

Mr. Zandri asked if the facility will be located on Meriden's property or Wallingford's property?

Mr. Dann stated that it is within the city limits of Meriden.

Mr. Zandri then asked if there are any benefits to Meriden to be the owner/operator?

Mr. Dann responded that right now, it is one of the uncertainties. He assumed that Meriden would be looking for something in return for being the host community.

Mr. Zandri felt that it seems odd for Meriden to solicit participation from other communities to help pay for research of a business that they (Meriden) potentially could benefit from.

Mr. Dann explained that by having other towns participate, what it does is bring down the unit cost for all of the participating towns.

Mr. Zandri agreed that that is why they need to have other towns participate. in order to make it cost-effective for themselves they need to have the other communities to join the venture. He assumed that Meriden would not want to be the owner/operator if there were not going to be any benefits to them. If they were really interested in the venture, they would be willing to fund the research for it.

Mr. Dann was fairly sure if the other three towns were not willing to participate Meriden would go ahead with the study themselves.

Mr. Zandri asked if anyone was aware that this was a future anticipated cost at budget time?

Mr. Dann responded, no, they were not aware of this expenditure during the budget session.

Mr. Solinsky asked who authored the contract before the Council this evening?

Mr. Roe did not know.

Mr. Solinsky questioned page #3, section 3-02, Arbitration, and stated that if we haven't learned about arbitrators by now with the Town's recent involvement with the Yalesville Fire House, we are in trouble.

Mr. Dann commented that this is not the final form of the contract.

Mayor Dickinson reminded the Council it is a draft agreement. It has not been discussed with the contractor at all, and every party will, most likely have a different contract.

Mr. Roe was not sure if the contract was the City of Meriden's boiler-plate contract or not.

Mr. Solinsky was under the impression that all four contracts would have to be identical in order for everyone to come to an agreement.

Mayor Dickinson did not agree. Each one is contracting separately. As long as it is for the same service but there could be slight differences, as long as the contractor is willing to enter into the agreement.

Mr. Solinsky had two concerns with this issue, one being that if the contractor stopped work and the four communities wanted to force him to continue to work, how would that work if they were to sign four different contracts, therefore take four different courses of action?

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Mr. Dann is under the impression that there will be one entity that will be responsible for the administration of the project.

Mr. Solinsky's other concern is the CRRA involvement.

Mr. Gouveia asked if the trash to energy facilities are able to burn the sludge?

Mr. Roe responded that some are and some are not. It has to be built into the design of the facility.

Mr. Gouveia pointed out that some towns that use the trash facility are also continuing to use their landfill to dispose of this material.

Mr. Roe further clarified that those towns are using it as final cover to their landfill. Their landfills are closed but they have not yet completed placing their two to three feet of topsoil on top of it to "cap" it as required.

Mr. Gouveia asked if, aside from what they have done to this point, CRRA is not going to get involved in this?

Mr. Roe answered, aside from what they have done, yes, they will not be involved. If there is a determination made in the future that the towns want CRRA involved, then they will be. At this point there has not been that determination. What Mr. Roe is aware of is what he has represented to the Council.

Mayor Dickinson explained that Meriden, for some part of it, could have CRRA assist them in some way, we cannot answer for them. But for our continued involvement it would be a separate decision. It is hard to represent that CRRA will do nothing further.

Mr. Gouveia asked if the Town is liable for anything up until the present should the Council decided to vote this down?

Mr. Roe, no. there has been no decision made, no formulation of proposal to the Town.

Mr. Killen wanted to know why it was so hard to find out who authored the agreement before the Council this evening? Most of it has to do with the contractor's responsibility. There had to be a meeting of minds at which time it was determined that Meriden would be the lead community to this project.

Mayor Dickinson stated that this agreement was received in the ma along with other literature.

Mr. Roe concurred. Meriden could have proposed it as a draft. He admitted that there was a discussion where the towns that are involved agreed that the low bidder was the one preferred by all the towns involved, that it was recognized that the City of Meriden was willing to be the lead town, that if each town desired to have their portion of the funding come from their towns and not from the project and that each town desired to contract with the vendor for one-fourth

of the share of the cost so as not to get involved in a more complicated arrangement. That discussion occurred after the last Policy Board Meeting.

Mr. Killen was amazed that no one was curious as to where this agreement came from.

Mayor Dickinson reminded the Council that the Town Attorney's Office will review the agreement. The motion is to negotiate an agreement which has not taken place yet.

Mr. Killen was not pleased with the fact that the Council had a draft agreement in front of them they were being asked to vote on. One that was anonymously drafted and mailed to Wallingford.

Mayor Dickinson responded that it is either authored by Meriden, the contractor, or possibly, CRRRA. He did not know for sure.

Mr. Roe thought that the request that was made at the Policy Board Meeting was that Diversified Technologies provide a standard contract. It could very well be that this agreement came from Diversified. He could not guarantee it.

Mr. Gouveia noted that some of the pages of the agreement has been crossed off and renumbered and page #8 was missing from the packet. (let it be noted that page #8 was missing due to the copying process and not to any other parties' advantage or disadvantage. Copies were made of the missing page and distributed to everyone during the meeting.)

Mr. Roe explained that the pages were pertaining to the scope of services.

Mr. Killen asked Mr. Dann when he was first made aware of the fact that Wallingford was going to participate in this project?

Mr. Dann responded, approximately 1-1 1/2 months ago. He was not aware of it until the proposals had come down.

Mr. Killen read the minutes of the P.U.C. meeting at which time Mr. Dann stated that this (project) has been going on for some time.

Mr. Dann answered that the discussions in the meetings relative to the regional facility have been going on for some time, that is true, but the necessity for us to participate in the cost-effectiveness study, which would have necessitated budgeting funds, is something that he had been made aware of only in the past month.

Mr. Killen asked how the figure of \$8,500 was arrived at?

Mr. Dann explained that the low number submitted by Diversified Technology divided by four equals \$7,125. His experience with State agencies has been that after the first submission there are typically some additional items that the State will require

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to either clarify or to provide additional information. He has left some contingency in the event that additional work will need to be funded to complete the study.

Mr. Zandri raised his concern again with regards to the Town funding someone else's project. He wondered if there is language that could be incorporated into the agreement stating that if the project does proceed and is successful that the towns that helped defray the cost of the study be reimbursed for their respective contributions?

Mayor Dickinson stated that the subject can be raised but reminded everyone that it would be only the four towns participating and in order for us to reimburse ourselves, we would have to charge more.

Mr. Holmes commented that Meriden will be making a profit on our sludge and we will be paying to dispose of it.

Mr. Zandri responded that if one town (Meriden) is going to benefit by being the owner/operator, then he did not believe that Walling should help fund starting the project. It would be different if everyone shared equal costs and benefits.

Mayor Dickinson stated that disposal of sludge is going to become a serious problem. We are looking to provide for a long term solution. If it turns out to be the Meriden facility then the Town has received a significant benefit by that alone.

Mr. Bradley read from page #8, task 5.2, Screen Sludge Management Alternatives. In part it reads, "...screening to take place in a workshop with the four participating towns and CRRA." He felt that CRRA has somewhat of an involvement in this project.

Mr. Killen read from the letter of July 12, 1991 on CRRA stationary from David Martin reads, "I am enclosing a draft contract, as you also requested that you may wish to adapt for your work for the above towns." He pointed out that he had determined who the author was of the agreement.

Mayor Dickinson pointed out that this item has not been represented. CRRA has been involved with this inquiry into this facility in conjunction with Meriden from the very beginning. There is no question about it.

Mr. Killen's problem was with the fact that no one researched the origin of the agreement prior to bringing it to the Council. He asked if this parcel of land is one in the same as what CRRA rents from Meriden presently?

Mr. Roe's impression is that Meriden is looking locate this facility at the site of their waste treatment plant, entirely within the City of Meriden's boundaries. He needed to look at the drawings to give the Council a precise answer as to whether or not it is also land that has been under lease to the project. He did not believe

so. He thought it was land that is part of the sewage treatment facility.

Mr. Killen explained that there is an ongoing lawsuit and if it should go the other way CRRA may try to claim rights to use the land for something else.

Mr. Roe will check on the parcel of land.

The motion is to authorize the Mayor to negotiate and sign an agreement for composting cost-effective study requested by the Water and Sewer Division and once negotiated it comes back before the Council for approval.

Mayor Dickinson felt there should be a bid waiver to be technically clear.

Mr. Dann pointed out that his letter did request a bid waiver.

Mr. Bradley asked the question, where is this motion coming from, the one that is typed on the agenda? He stated that it should read. Waive the Bid.

Mr. Killen apologized for not picking up on the incorrect wording of the motion.

Mayor Dickinson defended the motion.

Mr. Bradley stated that the Council is being asked to Waive the Bid which is not included in the motion.

The Town Council Secretary stated for the record that the motion was typed and forwarded to her by the Mayor's Assistant to appear on the agenda as written.

Mr. Killen pointed out that whether it is the Mayor's Assistant or himself, someone missed a relative point to the issue. A waiver of rule V is required.

Mr. Bradley made a motion to Waive Rule V of the Town Council Meeting Procedures to Waive the Bid for Diversified Technologies, seconded by Mr. Holmes.

VOTE on Waiver of Rule V: All ayes: motion duly carried.

Mr. Holmes made a motion to Waive the Bidding Process for the Sludge Disposal Study, seconded by Mr. Solinsky.

VOTE: Bradley, Duryea, Gouveia, and Zandri, no; all others, aye; motion failed.

Mr. Solinsky did not see the need for a bid waiver now, he suggested having the Mayor negotiate first.

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Mayor Dickinson's view is that if he has the authority to negotiate with a given firm, that is a bid waiver. He felt we were getting hung up with the procedures and the bigger issue is, "are we going to continue with this project to preserve options or are we not?"

Mr. Solinsky made a motion to Authorize the Mayor to Negotiate an Agreement with Diversified Technologies Corporation and Bring it Back to the Council for Approval.

Mr. Gouveia stated that the reason he voted against this is that there are too many questions that have not been answered. He felt that the Council should not be voting on this until those questions have been answered first and foremost. We are not certain of CRRA's involvement in this. There are questions surrounding the territory of the project as well.

Mr. Solinsky pointed out that, at this time, not one dime of the Town's money has been committed to the project and the Council's concerns have been conveyed to the Mayor and he will negotiate with those concerns in mind. If the Council does not like the contract it can reject it when it is presented before them.

Mr. Gouveia sees it differently as committing \$8,500 of the Town's money.

Mayor Dickinson responded that we are only negotiating the terms of the contract. No liability will be incurred until the contract is executed and signed.

Mr. Holmes seconded Mr. Solinsky's motion.

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

ITEM #14 Consider and Approve a Transfer of Funds in the Amount of \$8,500 from Sludge Disposal Tipping Fees Acct. #645-000 to Outside Services Employed Acct. #923-000 - Water & Sewer Division

Motion was made by Mr. Holmes to Table This Item at This Time, seconded by Mr. Bradley.

VOTE: All ayes. Motion duly carried.

ITEM #16 Discussion and Approval of Temporary Use of Yalesville School by the Recreation Department and the Adult Education Program as Requested by Mayor Dickinson.

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

Stan Shepardson and Jay Cretella were present to answer any questions the Council had at this time.

Mr. Shepardson is the Director of the Parks and Recreation Program

and Mr. Cretella is the Director of the Adult Education Program.

Mr. Bradley read correspondence into the record.

Mr. Holmes asked who will be in charge of the facility if both parties are using it?

Mr. Shepardson responded that this issue has not yet been discussed. That issue will be discussed later on. He assumed that the parties will be responsible for the area they are "housed" in or the entire building if they are the sole users of the facility on a given night.

Mr. Holmes asked if the facility required any additional dollars, apart from the cleaning of the facility, to renovate the building to meet the needs of the programs?

Mr. Shepardson responded, if so, they may be able to work something out with Public Works. He did not see the necessity for a lot of funds at this point in time.

Mayor Dickinson has proposed using the facility as is, there are no plans to remove or construct walls.

Mrs. Duryea asked if the moving of the programs will leave the Railroad Station vacant?

Mr. Cretella responded, no. This is a satellite location.

Mr. Cretella was eager to move his Adult Education programs to Yalesville School to afford him the opportunity to serve the Yalesville community and to expand his program offerings. He felt that one party should be responsible for the entire building for the sake of clarity.

Mrs. Duryea was glad that the Recreation Dept. was moving to Yalesville. It was her recommendation for him to do so at the June 25, 1991 meeting. She asked if any other Town departments raised an interest in moving to Yalesville School?

Mayor Dickinson responded that the Park & Recreation Dept. was the only one contacted to his knowledge.

Mr. Shepardson stated that he wanted to keep all the children's recreation programs at Simpson School. Just the adult programs will move to Yalesville.

Tom Dooley, 128 Parker Farms Road informed the Council that there are sixty full time students at the recreation program. Little Rec'rs is a nursery school option that runs for eleven weeks with two weeks off and again, for another eleven weeks. It runs from 8:45 A.M. to 11:45 A.M.

Mrs. Duryea asked if Dance Fever will move to Yalesville?

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Mr. Dooley answered, no, it will stay at Simpson School.

Mrs. Duryea asked how many students attend the dances?

Mr. Dooley responded that approximately 500 students register but actually between 350-475 attend.

Mrs. Duryea raised the issue of traffic at the June 25, 1991 meeting and did so again this evening. She is very concerned with the safety of the 60 children in the Little Rec's program and between 300-400 students at the Dance Fever. The Dance Fever Program is held 11 times per year alone. The senior housing located behind the school poses a threat to the children due to the flow of traffic through the area adjacent to the school.

Mr. Dooley answered that the Recreation Department is willing to do as much as they can to insure the safety of the public, given the Council's permission.

Mrs. Duryea asked if there has been any consideration given to the thought of moving the children's programs to Yalesville to avoid a potential problem come September with the senior housing?

Mr. Shepardson did not anticipate a problem but was willing to work on the suggestion. He thought it feasible to hold the Dance Fever Program at Yalesville School but anticipated a parking problem since the parking area is smaller at Yalesville.

Mrs. Duryea would like to see more programs moved to Yalesville School if it is feasible. She realized that this is a temporary situation until the Board of Education move is resolved but asked if, in the meantime, as many programs as possible could be moved into the Yalesville School location.

Mayor Dickinson will look into doing what he can in moving their entire operation and all the records, etc., but did not know if it is in the interest to do so just to move it back out again possibly.

Mrs. Duryea clarified that they should be ready to, if need be rather than wait a year then have to decide to look into the option.

Mayor Dickinson felt that it was a difficult step to take to try and move the entire Recreation Department over to Yalesville when there is no commitment to a permanent location, with the prospect of moving everyone back.

Mrs. Duryea was not suggesting that it happen now, but to prepare for it should it be available. She reiterated her concern of the traffic at Simpson School.

Mr. Bradley asked that the Public Access Television Program be granted consideration for space at Yalesville School should it become available on a permanent basis and the Recreation Dept. and Adult Education Programs do not wish to utilize it.

Mayor Dickinson pointed out that there are significant costs associated with creating a television studio and that would have to be evaluated at the time.

Mr. Zandri reminded everyone that the Wooding Property Building will become available and could potentially be used for the Adult Education Programs.

Mr. Solinsky asked what the situation on the asbestos is at Yalesville School?

Mayor Dickinson answered that, as far as he knows, all the areas indicated as hazardous has been repaired/controlled and he is not aware of any hazard at this point in time.

Mr. Cretella sits on both the Asbestos Committee and Handicapped Access Committee and stated that Yalesville School was included in both projects in a minimal way. The asbestos aspect of the project was completed and the handicap access requirements were performed minimally.

Mayor Dickinson will check to be sure that the school meets all of the asbestos requirements for the Recreation and Adult Education programs.

Mr. Gouveia commented that he would like to see one or two of the Dance Fever functions tried at the Yalesville School location.

Mr. Edward Musso, 56 Dibble Edge Road felt that the Adult Education Program should make maximum use of the Railroad Station. He felt that the Recreation Dept. dreams up programs for the sole purpose of using space.

VOTE: All ayes; motion duly carried.

Motion was made by Mr. Bradley to Adjourn the Meeting, seconded by Mr. Holmes.

VOTE: All ayes; motion duly carried.

There being no further business, the meeting adjourned at 10:27 P.M.

July 23, 1991

Meeting recorded and transcribed by:

*Kathryn F. Milano*

Kathryn F. Milano, Town Council Secretary

Approved by:

\_\_\_\_\_  
Albert E. Killen, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathryn J. Wall, Town Clerk

\_\_\_\_\_  
Date