

TOWN COUNCIL MEETING

SEPTEMBER 26, 2000

6:30 P.M.

AGENDA

Blessing

1. Pledge of Allegiance and Roll Call
2. Correspondence
3. Consent Agenda
 - a. Consider and Approve Tax Refunds (#64 -77) Totaling \$4,445.88 - Tax Collector
 - b. Approve and Accept the Minutes of the September 15, 2000 Emergency Town Council Meeting
 - c. Approve and Accept the Minutes of the September 12, 2000 Town Council Meeting
 - d. Consider and Approve a Transfer of Funds in the Amount of \$3,230 from Regular Salaries and Wages Acct. #1401-101-1000 to Purchased Services – Software Support Acct. #1401-901-9005 – Comptroller
 - e. Consider and Approve One (1) Appointment to the Public Celebrations Committee to Expire 2/1/2002
 - f. Consider and Approve a Resolution Authorizing the Mayor to Make Application to the State of CT. Office of Policy and Management to Execute a Grant Action Request for State Funding of a Drug Enforcement Program
4. Items Removed from the Consent Agenda
5. PUBLIC QUESTION AND ANSWER PERIOD

6. Consider and Approve AFSCME – Local 1303-60 Board of Education Custodian's Contraction Effective 10/1/99 to 9/30/2004 – Asst. Superintendent of Schools
7. Report Out by the Economic Development Commission Concerning the Preliminary Study of Infrastructure Issues for Use of Properties Zoned for Industrial Expansion Located North of the Barnes and Centract Parks as Requested by Councilor Stephen W. Knight
- 8a. Consider and Approve Receipt of Grant Funds in the Amount of \$15,050 from the State of CT. Office of Policy and Management Rebuild America Program - Program Planner
- b. Consider and Approve Establishing a Special Revenue Fund Entitled, "Rebuild America Program" in the Amount of \$15,050 – Program Planner
- c. Consider and Approve Waiving the Bidding Process and Awarding a Contract to Wilson Educational Services, Inc. to Facilitate Educational Programs in Up to Nine (9) Elementary Schools for the Purpose of Achieving Higher Energy Efficiency in School Facilities
9. Discussion Pertaining to a Proposed Municipal Golf Course as Requested by Chairman Robert Parisi and Councilor Thomas Zappala.
10. Discussion and Possible Action On:
 - a. Ceasing Further Payments to the Contractor Hired to Repair the Pond Hill Road Bridge Due to Poor Work Performance
 - b. Consider and Approve Hiring an Alternate Contractor for the Purpose of Completing the Pond Hill Road Bridge Project as Requested by Councilor Thomas Zappala.
11. Discussion and Possible Action Regarding Demolition of the Town-Owned American Legion Building – Mayor
12. Consider and Approve a Contract for Purchase of Real Estate for Open Space – Town Attorney

13. SET A PUBLIC HEARING for October 10, 2000 at 7:45 P.M. to Consider and Approve an Ordinance for the Purchase of Property for Open Space Purposes – Mayor
14. Consider and Approve a Transfer of Funds in the Amount of \$10,000 from Contingency – General Purpose Acct. #8050-800-3190 to Purchased Services Negotiations Acct. #001-1300-901-9002 – Mayor
15. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Leasing of Real Estate – Mayor

TOWN COUNCIL MEETING

SEPTEMBER 26, 2000

6:30 P.M.

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Town Council Meeting

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September 26, 2000

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| 13. SET A PUBLIC HEARING for October 10, 2000 at 7:45 P.M. to Consider an Ordinance Appropriating \$1,805,000 for the Acquisition of Approximately 50 Acres of Real Properties Known as 131 Cheshire Road and 136 Cheshire Road Of Open Space and Authorizing the Issuance of \$1,805,000 Bonds of the Town To Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose | 35 |
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TOWN COUNCIL MEETING

SEPTEMBER 26, 2000

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, September 26, 2000 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:36 P.M. Councilors Brodinsky, Centner, Farrell, Knight, Papale, Parisi, Rys, Vumbaco and Zappala answered present to the Roll called by Town Clerk Rosemary A. Rascati. Mayor William W. Dickinson, Jr., Asst. Town Attorney Gerald E. Farrell, Sr. and Comptroller Thomas A. Myers were also present.

A blessing was bestowed upon the Council by Rev. Sydney Parker (Ret.)

A moment of Silence was observed for Martin Truehart, Lyman Hall High School Teacher and Lisa Toman, Sheehan High School Teacher and Conservation Commission Member.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Correspondence

Two items were presented.

The first was a letter from the Mayor to Comptroller Thomas A. Myers congratulating him and the Finance Department for receiving the Certificate of Achievement for Excellence in Financial Reporting Award (Appendix I).

The second was a letter addressed to Chairman Parisi from Rep. Mary Fritz, in direct response to comments made at the September 12, 2000 Town Council Meeting about the lack of involvement on the part of the Town's representatives and legislators at the State level to help the Town in its efforts to seek assistance from the State to restore Community Lake (Appendix II).

At this time Chairman Parisi announced that the December 12th & 26th meetings have been cancelled. One meeting will take the place of both and will be held on December 19th.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#64 -77) Totaling \$4,445.88 - Tax Collector

ITEM #3b Approve and Accept the Minutes of the September 15, 2000 Emergency Town Council Meeting

ITEM #3c Approve and Accept the Minutes of the September 12, 2000 Town Council Meeting

ITEM #3d Consider and Approve a Transfer of Funds in the Amount of \$3,230 from Regular Salaries and Wages Acct. #1401-101-1000 to Purchased Services – Software Support Acct. #1401-901-9005 – Comptroller

ITEM #3e Consider and Approve One (1) Appointment to the Public Celebrations Committee to Expire 2/1/2002

ITEM #3f Consider and Approve a Resolution Authorizing the Mayor to Make Application to the State of CT. Office of Policy and Management to Execute a Grant Action Request for State Funding of a Drug Enforcement Program

Motion was made by Mr. Rys to Approve the Consent Agenda, as Presented, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #4 Items Removed from the Consent Agenda - Withdrawn

PUBLIC QUESTION AND ANSWER PERIOD

Geno Zandri, 37 Hallmark Drive stated, I was pleased to see an article in the newspaper today entitled, "Demolition day for Goldfeder's". It looks like the building will be out of our hair once and for all by the end of the week. I would like to publicly thank Rep. Mary Fritz for her efforts on getting this accomplished for the residents of Wallingford. It is a prime example of, when there is a will there is a way, to get something accomplished.

Mr. Parisi stated that he agreed with Mr. Zandri's statements.

Jack Agosta, 505 Church Street, Yalesville stated, for the first time in thirty (30) years a member of the revaluation crew made a personal appearance at my home. I was very happy with the presentation that was made and how pleasant an individual the fellow was. The representative was very thorough and took the time to explain many things to me. I mentioned that it was the first time in thirty years that a member of the revaluation crew had paid a personal visit. The gentleman stated that he had heard the same comment made several times by others he had visited. It is a compliment to the Comptroller and the company hired by him to perform the services.

Pasquale Melillo, 15 Haller Place, Yalesville stated that there is a serious ventilation problem occurring in schools throughout the country and hopes that this matter is given due consideration during this school project.

Mr. Agosta returned to the microphone to state that he was glad to see the Town acquired property off of Cliffside Drive by the Durham town line however, the newspaper article stated that the former owners had an outstanding tax liability to the Town in the amount of approximately \$45,000 and that the Town paid \$45,000 for the parcel. He asked if the Town forgave the back taxes and paid the owners \$45,000?

Mayor Dickinson explained, the Town foreclosed on the property in the amount of the tax liability. We did not pay any extra money; we received the property for the outstanding liability.

Mr. Agosta was pleased with the transaction stating, "this should be the benchmark for what we do in the future." We have not done our best in the past, but I am happy with this purchase.

Mayor Dickinson stated, I would not use it as a benchmark because it is cliffside property and no one else was interested in it so we received it for less than value; for the value of taxes that were unpaid.

Mr. Melillo asked if the Town has inspected all of the tires on its vehicles, in light of the problem people are having with Firestone and certain types of Continental General Tires?

Mr. Parisi stated, I am sure the Public Works Department is on top of the situation.

Mr. Melillo asked for status report on the Garden Road property. He asked, what is the Town's plan for Garden Road? What is the legal status of the Goldfeder property?

Mayor Dickinson answered, the Garden Road property is to be restored to its pristine state and be utilized as a park. The Goldfeder property is either owned by Mr. Goldfeder or the corporation or perhaps by a bank. It is privately owned.

Mr. Melillo asked the Mayor, don't you think we should do some digging into the issue to find out who really owns the property?

Mayor Dickinson answered, I don't see any reason for the municipality to be concerned about that.

Mr. Melillo stated, by identifying who the party is, we can factor in many possibilities. There are many people worried about the Town's well in that area being contaminated. Is there going to be a thorough clean up of the land itself?

Mayor Dickinson answered, as it has been stated previously, we have been told by D.E.P. as well as E.P.A. that there is no threat to the general public from any environmental hazard on that property. There is no threat to the wells; there is no threat to the general public from that property.

Geno Zandri, 37 Hallmark Drive stated in response to the Mayor's comments; we should be concerned about who owns the Goldfeder property because there are back taxes owed the Town on the property and I think it behooves the Town to pursue that.

Mr. Parisi replied, you're right, that is a good point.

Mayor Dickinson replied, any back taxes are lien'd upon the property and once ownership is sorted out whoever takes ownership will be liable for those liens.

Mr. Agosta referred to property known as 34 S. Turnpike Road and asked if the front slice of the property owned by the Town has been sold yet?

Mayor Dickinson replied that the transaction is still being discussed. It has not been sold as of yet.

Mr. Melillo inquired as to the status of the Wooding/Caplan property, suggesting that the property be put on the market for sale.

Mr. Parisi stated, there currently is a plan in progress. How far it is progressing is difficult to ascertain at this time.

Mr. Melillo asked about Mr. Farrell's proposed fish hatchery at the former MacKenzie Filter plant.

Mr. Farrell explained how he has been following through on the matter. He recently read of another CT. facility that was re-using their utility structure and we are in the process of getting some of the adaptive reuse proposals they were presented with forwarded to us to give us more ideas for the filter plant.

Mr. Melillo warned everyone that he has read that there is a forecast of a big shortage of transmission lines which will effect the supply of electricity.

On a separate matter, he asked for an update on Simpson School.

Mr. Parisi announced that there is no report on the school right now. He met with the Chairman of the Wallingford Housing Authority last week and there is nothing new to report.

Mr. Agosta stated that he has heard that the contractor hired to perform the sidewalk installations for the Town has been fired. Is this correct?

John Thompson, Town Engineer replied, the contractor was terminated by mutual agreement. Both parties agreed to relieve him of contract responsibility.

The Public Question and Answer Period was closed at this time.

ITEM #6 Consider and Approve AFSCME – Local 1303-60 Board of Education Custodian's Contract Effective 10/1/99 to 9/30/2004 – Asst. Superintendent for Personnel

Motion was made by Mr. Rys, seconded by Ms. Papale.

Dale Wilson, Asst. Superintendent for Personnel forwarded to the Council a summary of negotiated changes in the contract.

Salary – 3% October 1, 1999 to October 1, 2003, ending September 30, 2004.

Insurance – The union agrees to change from BC/BS Major Medical to Century Preferred or PHS (Physician Health Services).

The co-pay increases to:	\$338	October 1, 1999
	413	" " 2000
	488	" " 2001
	563	" " 2002
	\$650	" " 2003

Second Shift Differential – Increases as follows:

\$.20	October 1, 1999 (present rate)
.25	" " 2000
.30	" " 2001
\$.35	" " 2002

Classification Changes

Working Crew Leader - Additional \$1.25 per hr. effective 10/1/2000 (\$50./wk. presently)

Upgrade Middle School head custodians (Head Custodian II) to Head Custodian III, effective 10/1/2000.

Mr. Wilson stated, responsibilities have increased over the course of the years; the two middle schools have been added onto; middle school head custodians are responsible for supervising two shifts whereas the high school has a cleaning service.

Upgrade Warehouse Material Handler to Head Custodian I, effective 10/1/2003

Mr. Wilson stated, the job has changed. This position is now responsible for the inventory of all items throughout the school system; delivery of materials at the schools; attending seminars on the proper use of products and equipment and assisting the custodians in their use; attending asbestos removal training and periodically removing tiles as needed. We felt the raise was warranted.

Mr. Wilson went on to say, we felt that it was a very good contract and the Board approved it unanimously.

Mr. Knight asked, how does that co-pay come out in terms of a percentage?

Mr. Wilson replied, it is lump sums. It is not a percentage. It is every member of that bargaining unit would pay that amount. It is difficult because it would be the same for an individual as well as a family member. An individual pays a higher percentage than a family member because it is a lump sum amount during the course of a year. As you can see we doubled it...we felt very good about that. If you want to average it, it would probably be, at the end of the contract, around 8-9%.

Mr. Knight asked, if you could pin it down to what it is or was on October 1, 1999; in terms of percentage?

Mr. Wilson answered, for an individual, it would probably be around 5-6% and less for a family. The other item under insurance which was a major change was the switch from BC/BS Major Medical to Century Preferred or PHS. This is the last union left with the major medical. All of our employees now, effective 10/1/2000, no longer have BC/BS Major Medical cadillac plan.

Mr. Zappala asked, did this local already swap Martin Luther King Day for another holiday?

Mr. Wilson answered, we went to arbitration with this union.

Mr. Zappala asked, they don't have it in their contract?

Mr. Wilson answered, no. We have had other unions who have agreed to swap; we attempted to negotiate here but we ended up in arbitration. The award should be coming out the end of this week. We had this, initially, in negotiating the contract but, obviously, with the legislature, it changed it and we took it out of negotiations and it went to arbitration.

Mr. Zappala asked, how many contracts do you have that already have Martin Luther King Day as a holiday?

Mr. Wilson answered, there is only two left and they are in arbitration. The custodial contract does not have it and the secretaries. Once those awards come in, all our employees will be off on Martin Luther King.

Mr. Vumbaco asked, why did you pull the item off the table during negotiations?

Mr. Wilson answered, it was the timetable. We weren't sure we would be able to negotiate this and come to resolution by the time frame that was set up by the State. We ended up settling here; we did not think we were going to. This was set for arbitration for next week and that was the first date. We had a subsequent date later in October. We weren't going to be able to meet the timeline that the State set up in the bill to settle the Martin Luther King date so we had to take it out of negotiations and go through it another way, which we did.

Mr. Vumbaco asked, are you saying the Town pulled it off, or the Board of Ed, who ever was negotiating for the Town? Or was it pulled off by mutual agreement?

Mr. Wilson answered, it was pulled off by mutual agreement between the Board of Ed and the union because of the time line.

Mr. Vumbaco asked, when did you pull it off and when was the time line that you were supposed to have this resolved by?

Mr. Wilson answered, it had to go through the first arbitration hearing by October 1st and get the results back by the first arbitration which we will be hearing by the end of the week.

Mr. Vumbaco asked, when did the Town pull the issue off the table?

Mr. Wilson answered, probably in August.

Mr. Vumbaco stated, did you feel that if it was on the table through this period that you would negotiate it? I am confused because 10/1 is the date; today is 9/26 and this is a done deal now. If it was something that you thought you were going to be able to negotiate, why did it not stay as part of the negotiations and have one less arbitration?

Mr. Wilson answered, because we couldn't come to an agreement with this package; with resolving Martin Luther King so we were going to arbitration over it. We set up two dates in October with the arbitration panel to have them hear these negotiating issues. The union approached me two weeks ago and said they had second thoughts about settling this and asked me to give them a package that they could review. I gave them the package, which you are seeing now and they accepted it. Martin Luther King Day was pulled off already because of the time line. We had to have that settled by an arbitrator by October 1st. You couldn't have both going on at the same time.

Mr. Vumbaco asked, was there something on the table that you were offering or that the union was offering in order to get the MLK Day holiday and that all went by... I am trying to learn the logistics of what happened here.

Mr. Wilson answered, we had a package that the union turned down that resolved the Martin Luther King Day Issue. The union voted it down sometime in July. We needed to go forward with the MLK Day issue and follow the guidelines and time lines. We needed to pull that issue from this package.

Mr. Vumbaco asked, there was no counter-offer by the union before this was pulled off the table?

Mr. Wilson answered, no. They voted on it and turned it down.

Mr. Vumbaco asked, then we pulled it off the table?

Mr. Wilson answered, right, because we needed to follow the time lines and guidelines set up by State Statute.

Mr. Brodinsky asked, is it urgent that we vote on this tonight? In the alternative, why not wait until you get the results of the arbitration and then bring it up? Why is it so important to vote on this tonight?

Mr. Wilson answered, that would have no impact on this; that is a separate arbitration issue. That is a single issue which will be resolved by the end of the week. It has no bearing on this at all whatsoever.

Mr. Brodinsky stated, you are saying it is irrelevant. So that date is sort of irrelevant too. It could come up another time and no one would be prejudiced by it. You could put this off another week or two and no harm would be done?

Mr. Wilson answered, no, we have time lines on this as well. I believe it is twenty-one days.

Mayor Dickinson stated, it is a certain period of time after either the agreement of the parties or the vote of the union. The Personnel Director is not here, he is away. I am not sure.

Mr. Wilson stated, I believe it is either fourteen or twenty-one days after the union approves it and it is sent to the Board of Ed and then sent here. I think the date starts when it is sent up here to the Town Clerk.

Mr. Brodinsky asked, we don't know when the deadline is up?

Mr. Wilson answered, I am not sure.

Mr. Brodinsky asked, the last best offers of either side in that arbitration don't effect salary, insurance, etc., any of these items?

Mr. Wilson answered, not at all. There is no impact on this at all.

VOTE: Brodinsky & Vumbaco, no; all others, aye; motion duly carried.

Chairman Parisi announced that Item #11 has been withdrawn from the agenda.

ITEM #7 Report Out by the Economic Development Commission Concerning the Preliminary Study of Infrastructure Issues for Use of Properties Zoned for Industrial Expansion Located North of the Barnes and Centract Parks as Requested by Councilor Stephen W. Knight.

Mr. Knight stated, I wanted this on the agenda because I think this is an important issue for the community. Industrial taxpayers pay a tremendous proportion of the taxes in this community. Industrial development is the life blood of the municipal government and I think it is important that the community understand where we are heading with regard to this particular area of town. I wanted to get a review of this study out in front of the public.

A copy of the Summary of Findings for Development of Industrial (IX) Zoned Land, Wallingford, Connecticut (Final Report) MMI#1585-08 authored by Milone & McBroom, can be obtained from the Program Planner's Office.

Richard Nunn, Chairman of the Economic Development Commission stated, this study is a study of long-range possibilities. This is not something that is eminent. We felt it was in the best interest of good planning to see what opportunities might be available for further development of industrial park development. That is what this study is. There have been meetings with other groups from the town, other than the EDC. There have been representatives from the Water, Sewer and Electric Divisions, Planning & Zoning, Town

Engineer and Inland Wetlands Commission. I will give each of you a draft of the presentation (Appendix III).

Mr. Nunn explained, the purpose of the study was to look more closely at property zoned for industrial park development, particularly physical features and characteristics such as topography and inland wetlands, to mention a few; to look at infrastructure issues; and to provide cost estimates for such development.

Don Roe, Program Planner stated that the results of the study confirmed the feasibility of the use of the area for industrial park development; identified that subject acreage can largely be served by connection to infrastructure from existing industrial parks to the south; and identified estimated infrastructure costs for development as industrial park. Water service, as it is being configured in that area, would need to include a loop from the Carpenter Lane tank. In meeting with both property owners and abutting property owners there were some concerns that were "site specific" but there were the general concerns about the need to mitigate impact to bordering residential properties and neighborhoods. There were issues raised around the preservation/enhancement of Spruce Glen Preserve...identified by the Conservation Commission as one of the Town's priority areas in the Town's Open Space Plan...and finally, there were concerns which dealt with the costs of offsite infrastructure and overall development costs.

Mr. Knight stated that there currently exists two industrial parks in town that were developed privately. What will the Town's or EDC's role be in making this more attractive and developing it as an industrial area?

Mr. Roe answered that the EDC has not taken that up for discussion or reflection. The EDC is aware of what Town practices have been in the past and saw that as being the next step for further deliberation and consideration. As of yet it has not been fully discussed by the EDC.

Mr. Nunn reiterated, all this work is preliminary to future development. It is long range planning. There is a lot of work that would have to go into it as to the owner's of that property. The parcels we are talking about are separately and jointly owned by twelve different property owners. We would want to know what their input to this would be and also to the impact on the neighboring properties. We have not touched upon that. The purpose of the study is to say that the property is there, is available and could be utilized in the future. Exactly who sponsors and promotes it and who underwrites it, that is on the table for the future.

Mr. Knight replied, I would presume that the EDC would take the lead and try to construct a plan of development. It is part of the plant of development of the Town now, this IX zone.

Mr. Nunn answered, we would take the oversight to this but certainly have contact with Water, Sewer and Electric with Planning & Zoning, Inland Wetlands, Town Engineer, what ever is necessary in order to comply with Town regulations in developing such property. It would not be out of the realm of possibility that the EDC would offer to assist in this future development.

Mr. Knight stated, as you mentioned, there would have to be a great deal of water, sewer and roadwork that would need to be done in order to make this an attractive area for industry to locate; are we eventually prepared to make those infrastructure improvements? Do we take the lead on that? Do we wait until someone wants to come in, similar to what we did with Wal-Mart and Kmart? They provided a great deal of the infrastructure improvements based on the impact they would have on the area. Is this done in a similar vein or do we build it and they will come?

Mr. Roe answered, it is just a statement of fact that the Town has done infrastructure development for economic development purposes in its entirety where there were multiple private property owners; that was North Plains Industrial Park. That area was done that way. In the case of the F.I.P. projects, the Town went into partnership with them and I believe cost-shared the infrastructure improvements. The third has been where has taken the position that all off-site infrastructure costs are borne by the developer or proponent. The community has been successful with each of those approaches. The starting point to me is to ask a different question which is, "is it the EDC's perception that there is not IX land available within our existing parks?" I think the answer to that is, you still have a reserve of properties and sites available.

Mr. Nunn added, the utilities (water, sewer & electric) are not a far stretch from the property that we are talking about. There are improvements to utilities that are available in close proximity to this property. That is what would make this attractive to future development should the property owners and the Town and the developers and whomever, would be interested in pursuing this.

Mr. Knight stated that it seemed to be a very complex issue with all the entities involved; twelve private property owners, Town, developers, etc. He asked, is it conceivable that a individual property owner would be in a position to start developing their land and would

that be something that would start the ball rolling toward developing this area? How does the process get started?

Mayor Dickinson explained, this is the first step in that process; we now have a plan for one of the last remaining IX areas; how to develop it in an attractive and optimal way. The next step is this meeting to acquaint the Council with the results of this study. There will be future discussions with the property owners regarding the plan and once there has been a chance for everyone to acquaint themselves with the details, then we can start looking at what steps next have to be taken to assure ourselves that what happens is in the interest of the Town. This (study) sets out where the road should go; it keeps traffic off of Tankwood Road and North Farms Road; it establishes a route for the utilities to service the area; it confirms, most importantly, that it is a viable area for an industrial park. The topography is not such that we are in a position to say, "that is not correctly zoned." Or "there is no way to get utilities there so we should change the zoning." Thankfully, it is being confirmed to us that it is properly zoned and there is a potential and very real chance that this could be a good area for an industrial park. At this point we are getting a view of what the consultant is showing and some of the choices they have made as far as where traffic goes, where it doesn't go and how the industrial park might look.

Mr. Nunn stated, we are talking about 270 acres. The consultant has advised that the number of lots, depending on which of the three plans you consider, may range anywhere from 22-25. The acreage could be anywhere from 6 acres up to 19 acres. There is a lot of flexibility there. It would be decided or worked upon at some time when the Town and developers are ready to act on promoting this as an industrial park. It is not a promotion, but making ourselves ready; planning in advance of action.

Mr. Knight asked, are the Planning & Zoning regulations to the EDC's liking at this point? Are you satisfied with them?

Mr. Nunn answered, the policy that we have clearly defines it to be a Planning & Zoning decision. The EDC is not going to presume they have any authority in having anything changed. A member of our EDC sits in on the Planning & Zoning meetings and is in consort with them so that we follow this very closely and serve in an advisory capacity. We have found Planning & Zoning to be very cooperative and see no reason why that won't continue.

Mr. Roe stated, the EDC had proposed some changes to the IX Regulations to Planning & Zoning. The Planning & Zoning Commission did review those and adopt some of the recommendations. It became very clear to the EDC that our public regulations did not

produce the kind of campus park that most people in the community think of when they think of the IX zone; i.e., Barnes Park or Medway Park. What we realized is that our private regulations were not driving that kind of development. Those were private covenants; there were additional regulations that were visited upon those acres. That was what we used as a starting point. As of now, our public regulations regarding IX requires that 25% open space be set aside. How we provide buffering is another area that we need to revisit within our IX regulations. We failed to focus on that piece of the regulations last review.

Mr. Brodinsky thanked Mr. Roe and Mr. Nunn for coming and stated that the right kind of commercial customer is key to Wallingford's future. This is a great step in the right direction. He asked, does it take the consent of all the property owners to bring this plan home at some point in the future?

Mr. Roe could not answer the question.

Mr. Brodinsky asked, what if we have one dissenting property owner that was not going to agree to some of the infrastructure improvements? What has been the reaction to this plan from the property owners so far?

Mr. Roe answered, some are very interested in the future development potential of their property; you have others that are not, in any way, interested. They could very well be key properties.

Mr. Brodinsky asked, of the property owners that were interested, is it your judgment that they became interested because there was the probability that the Town would be paying for infrastructure improvements and thereby increasing the value of their property? Was that an incentive as far as you know?

Mr. Nunn answered, that was not implied, nor was it promised to them. There were no commitments made. The EDC does not have the authority to make commitments on behalf of the Town, therefore we could not do that. The purpose was two-fold; one, to get the feeling from those property owners and also to see if there was objections to the abutting property owners.

Mr. Brodinsky asked, when you got some "push back" from those property owners who were not so intrigued, how did you respond?

Mr. Nunn answered, some were farmers who wanted to continue with agricultural pursuits in that area. We made note of what their comments were and, should the time come when this is to be proposed and promoted as industrial property, we would visit once again, realizing that it was not a winning situation in the eyes of everyone.

Mr. Brodinsky stated, Mr. Knight asked a very pertinent question; who would be paying for the infrastructure improvements; and Mr. Roe indicated that there were a lot of variables; a lot of ways of going about it and Mr. Nunn stated that it had not been fully discussed. Has it been partially discussed? Has there been some discussion about the pros and cons of...

Mr. Nunn answered, the EDC has been advised by Mr. Roe that there are various options and some have been explained to you. Some were supported by the Town, others totally by the developer and others by a compromised plan between. That, again, can be pursued when the Town presents itself. There has been no direction that we say, in order for this to go ahead we must have the developer pay for everything nor would we say that the Town would provide all those services at no cost to the developer. That benchmark has not been reached at this point. We will look for input from the Town Council and other department heads before anything is committed to anyone at that particular time.

Mr. Brodinsky stated, at this stage of the inquiry, an industrial park seems like a good idea and I commend your efforts and support them, based upon the level of information I have now. I encourage you to pursue it and I support your efforts to do that. It seems that there could be many benefits to the Town which leads me to ask, are there any downsides to this that we should be aware of? Are there any disadvantages to having an industrial park there? I read the report and some of the statements in there were somewhat equivocal but, what is your take on it?

Mr. Nunn answered, there are always concerns regarding development. The one plus we have; what we are attempting to study here is not something new to the Town. This will not be the first industrial park undertaken and they have all worked very well. I think that is one of the reasons why we are pursuing this. It is the interest of the EDC to see that the Town is served properly.

Mr. Brodinsky stated, the report that you gave to us said that the goal of the study was to determine, on a preliminary basis, the suitability of selected properties for development as an industrial park. In the summary of findings it said, "the study area seems to be a logical extension of the existing industrial development." I was somewhat struck by the fact that the conclusion that they came to did not match very tightly the goal. They could

have said it was very suitable but, instead, said it was a logical extension. How do you address that?

Mr. Nunn answered, there are topography issues. IT is not like we are talking about 270 acres of flat fields that we can put anything we want on. There are elevations that have to be considered and looked into in order to bring water and sewers into that area. We would have to study it more closely to see what other concerns there would be within that property. I believe the purpose of the study has been met; there is a viable possibility for future development of an industrial park.

Mr. Brodinsky commended the EDC on this great first step and encouraged the committee to pursue the issue and check back with the Town Council from time to time. The questions posed to the committee are not intended to discourage the committee in any way but rather to clarify, sharpen the focus, and be constructive in every respect so that when the committee has a final plan the Council will have all the history surrounding the issue.

Mr. Centner asked, in the proposal I saw a multitude of different alternatives and the estimated dollar ranges were up to about \$5.6 million to develop the area. I agree with Councilors Brodinsky and Knight that it looks like a good idea to extend the business parks in the area however, my concern would be the return on the investment and how long will it take to get it. The \$5.6 million translates to about \$21,000/acre. Is most or all of that Town cost in this development program?

Mr. Roe answered, no. The Town has, in the past, seen industrial parks infrastructure handled in three different ways; it is a continuum. We have not been a partner at all; we have been a 50/50 partner; and we have made the investment entirely, as a community. That is still a very open question and one of our next steps is to be doing more analysis of the impact of those infrastructure costs to the development opportunity and what does your number of \$21,000 an acre represent and how does that play out when adopt one approach, versus another, versus another.

Mr. Nunn stated, when the EDC gave this charge to the consultant there were six or seven options on the table and in working with other department heads and within our own commission we narrowed it down to the three proposals that have been presented. The range of costs are pretty close, ranging from \$4.4 million to \$5.6 million, for the various options of development we would consider pursuing.

Mr. Centner stated, in each of the proposals it looks like we require upgrades to current facility services such as water and power. It is not as though we have the capacity and we

continue to plug into it. Most of each of the alternative designs require upgrades to water and sewer. It is a little more concerning to me if you start to lay out the park and then the level in which the businesses come occupy it, we would have to have an upgrade in the facilities first.

Mr. Roe stated, there is the need for further discussion around what are called downstream improvements and impacts and how those get handled and addressed and what actually gets factored into the overall.

Mr. Centner stated, I discerned from the earlier conversation that we probably did not do any kind of market survey for this type of a park yet.

Mr. Roe answered, the study did not include any of that analysis.

Mr. Centner asked, did we just investigate with a similar...this is a 270 acre park divided down to 25 acre lots, maybe. Did we look around the state at how successful and how long it takes one of those to ramp up? Is there any to use as an example?

Mr. Roe answered, we obviously have, in our own backyard. Barnes Park North and South is about 470 acres. You have, in each of those, a pretty good example of the absorption rate. They have been here for quite some time and probably are 75-80% built out.

Mr. Centner stated, I am trying to look at demand for this and that would indicate to me how long it would take to get full occupancy and that would be the reward in terms of tax stake against upgrading the facilities.

Mr. Roe answered, that is part of the next step; further financial analysis, in that regard.

Mr. Nunn stated, Wallingford is very attractive location in the state because of the access to the highways; it is centrally-located; its proximity to the cities; we already have developed other business parks, etc. The amount of property is diminishing very rapidly and real estate is very strong right now.

Mr. Roe stated, this community is about 25,000 acres total. If I were to ask all of you, how much of that is zoned residential?

Mr. Centner answered, 10,000 houses-worth.

Mr. Roe answered, 20,000 acres. We focused on a small piece but a piece that is very important to the community's economic well-being in the future.

Mr. Centner asked, what flavor of businesses are we attracting in an IX zone?

Mr. Roe answered, the permitted uses are the same uses that permitted in the Barnes Park North and Barnes Park South. If you were to look at those parks, in terms of the users, that would give you some idea. In terms of the design and layout, that is a whole other question.

Mr. Centner stated, my response was based on what I read in a recent report; there are 10,000 single family dwellings in Wallingford making up that acreage you spoke of.

Pasquale Melillo, 15 Haller Place, Yalesville asked, what advertising medium will be used to attract businesses to this area?

Mr. Nunn answered, it is not being advertised at this time.

Mr. Melillo asked how many consultants have been hired for the study?

Mr. Nunn answered, one, Milone & McBroom. They were the low bidder out of seven or eight respondents.

Mr. Melillo asked if any of the developers will share in the cost of the consultant fees?

Mr. Nunn answered, if this is information the Town is seeking, I would presume that we will have to pay for those services. If it is information that a developer is seeking and we cannot offer the answers they need from in-house sources, we would suggest that they contact and retain the services of a consultant.

Mr. Melillo asked, what if a percentage of the property owners were opposed to the plan?

Mr. Nunn stated, I would turn the matter over to the Law Department to address if we had a development that was being impeded by a particular property owner.

Mr. Melillo asked if a competitive bidding process will be utilized in the future in relation to the plan?

Mr. Nunn answered, this is very much down the road before an approach is selected as to how to proceed with this further. This was a study of the viability of that property. The study could have come back and said that the property is not conducive to the type of industrial park we would like to put there and that could possibly eliminate any further discussion. That is not what the consultant came back with...but we have not set in motion anything at this time.

Mr. Melillo asked, will you make sure that the Town solicits as many bids as possible for competition?

Mr. Nunn explained, the consultant services were bid out.

Mr. Parisi thanked Mr. Nunn and Mr. Roe for their excellent report out.

No action was taken on this item.

ITEM #8a Consider and Approve Receipt of Grant Funds in the Amount of \$15,050 from the State of CT. Office of Policy and Management Rebuild American Program – Program Planner

Motion was made by Mr. Rys, seconded by Mr. Zappala.

The purpose of the grant is to foster cooperative linkages between schools and municipalities leading to the achievement of higher energy efficiency in school facilities. The Public Utilities Commission sought the grant with the support of the school system. Funds would be used to implement the educational programs in up to nine elementary schools. The programs will be conducted by Wilson Educational Services, Inc. Carol Wilson, the principal of the company, has developed these well recognized energy programs that involve students and staff in hands-on analyses and calculations.

VOTE: All ayes; motion duly carried.

ITEM #8b Consider and Approve Establishing a Special Revenue Fund Entitled, “Rebuild America Program” in the Amount of \$15,050 – Program Planner

Motion was made by Mr. Rys, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #8c Consider and Approve Waiving the Bidding Process and Awarding a Contract to Wilson Educational Services, Inc. to Facilitate Educational Programs in Up to Nine (9) Elementary Schools for the Purpose of Achieving Higher Energy Efficiency in School Facilities

Motion was made by Mr. Rys, seconded by Mr. Farrell.

Mr. Vumbaco asked if Wilson Educational Services, Inc. was a for-profit organization?

Raymond F. Smith, Director of Public Utilities answered, yes. Ms. Wilson was a teacher in our system many years ago. She worked with the Electric Division, developing classes on the subject of energy conservation and awareness. She then went out on her own, developed her own business and is operating it locally and generally does work throughout New England.

Mr. Vumbaco asked, was this program used as a pilot program at Rock Hill?

Mr. Smith answered, Ms. Wilson has a set program. She worked with the students; brought instructors in for a two day session, educating the students, allowing the students to go out into the building and look for energy saving opportunities.

Mr. Vumbaco asked, is this organization the only one that does this?

Mr. Smith answered that he is not aware of anyone else that does but he did not research the matter.

Mr. Vumbaco asked, when will this occur? Is it absolutely necessary to waive the bid tonight? Is it because you want to get this started tomorrow or are we just waiving it because we are making the assumption that this organization is the only one that does this?

Mr. Smith answered, it is not imminent. We would have to coordinate the actual curriculum with Dr. Hay. It could be into the winter or spring; it is not immediate; it would be up to their scheduling. It would take some time to research who the other firms may be, if you want to go through a bid process. Bidding will delay the program offering as well.

Mr. Brodinsky stated, whenever there is a request to waive the bid, I think it is in the interest of the Town to articulate clearly why it is in the best interest of the Town that we

waive the bid. I think the Charter requires no less. Why is it in the best interest of the Town to waive the bid?

Mr. Smith answered, it is a known quantity; we are aware of this specific program; aware of what the students learned last session; it was a good pilot; there was positive feedback from the teacher, a number of letters from the students and principal as well. Everyone felt it was a very worthwhile effort. Ms. Wilson is aware of the grant programs because she is looking for revenue opportunities and she is in that business; we were not aware of it. It does not mean that we automatically have to contract with her but, again, I am not aware of any other firm that specializes in this type of service.

Mr. Zappala asked if Ms. Wilson was instrumental in steering the P.U.C. towards applying for the grant? Had she not done that, would we have applied nonetheless?

Mr. Smith answered, we probably would not have even applied for the grant.

Mr. Zappala asked if she was a local resident?

Mr. Smith was not sure.

Mr. Parisi asked, do the students work in the program?

Mr. Smith answered, yes. It makes them aware and gives them hands-on experience. They go out and conduct their own surveys...they carry the experience from school into the home applying what they have learned to their life situations at home.

Pasquale Melillo, 15 Haller Place, Yalesville was opposed to waiving the bid and felt that other firms should be solicited for this service.

VOTE: All ayes; motion duly carried.

ITEM #9 Discussion Pertaining to a Proposed Municipal Golf Course as Requested by Chairman Robert F. Parisi and Councilor Thomas Zappala.

Mr. Parisi stated, the appeal process has started against the State of CT. because we disagree with their ruling.

Mr. Zappala, Chairman of the Municipal Golf Course Committee stated, he supports following through with the appeal because he wishes to follow through, at this point, on

the golf course proposal. The Golf Committee has been active for the last twenty-five years and is now becoming restless and frustrated. Several committee members are present tonight and would like to express their frustration to the Council.

Mary Ann O'Neill, 106 Maplevue Road stated, I am here to thank you for the support you have given the citizens of Wallingford in pursuit of quality leisure activities. The Town's maintenance of ball parks, swimming pools, soccer fields and tennis courts have enriched the lives of each of us in the Wallingford community. However, those of us who can no longer compete on the fields of our youth are anxious for tees and greens to call our own. For twenty-five years the Town has had a Golf Committee commission a studies to assess the feasibility of having a municipal golf course. The result of each study when it has come back to us has resulted in no action taken. The slow process is creating frustration and impatience with people on the Golf Committee. Perhaps the purchase of the Cooke Property for leisure use signals the Town's commitment that a golf course could be built and to paraphrase Winston Churchill it "marks the end of the beginning". But now it is time to move on to the beginning of the end and to create momentum for the development of the golf course. I am here tonight to ask for three things on behalf of the members of the committee; we want assurance from the Town that it is committed to the goal of building a municipal golf course. Towards that end, we would like to know who, specifically, is driving the process so that we can be assured that every avenue is pursued to see that a municipal golf course is built. Finally, we would like a project time line with the Town's anticipated plan of action detailing the task, with the dates to develop a golf course. The time line would include items such as the commission of another study, filing of the permits and consultations with course designers and architects. Having an individual responsible for the outcome will provide accountability and the project time line will serve as a tracking mechanism so that we can judge our progress. Without someone to drive the process, and without accountability to the committee, we will be back where we were twenty-five years ago. All of us support a moderate and deliberate course in dealing with the Town's funds but twenty-five years to deliver a service supported by the citizens of the community is too long. The time for leadership is now and the time for action is now. The Town of Wallingford provides many wonderful and varied services for the benefit of our citizens for which we are all justly proud. A municipal golf course will be one more element to enhance the quality of life for all of us in the community. Thank you.

Lester Slie, 18 Green Street stated that he has been involved with the committee since 1979. That is a long time to wait for a golf course. Every track of land that we think we can build a golf course on, we always have objections from the Town on; we had the Satori Property; Durham Property, etc., every property we had studies performed on.

Each of the studies showed that the golf course could pay for itself. The people buying open space land for the Town should first check to see whether or not a golf course would be allowed on the property. It doesn't seem right that we can't do anything with all the property the Town bought for open space. That is a shame. I know the Mayor is working on it but, how long can we wait? We have waited twenty-five years. If you don't respect sports, whether it is horseshoes or something else, it keeps young peoples' minds occupied and that counts more than anything money can buy. We have to protect our young children.

Beverly Belliveau, 104 Mapleview Road thanked everyone for giving the committee the opportunity to address the issue for another recreational facility in town. She stated, we have many amenities here, in Wallingford, which we are all thankful for but we are missing one which will enhance the quality of living in this community and that is a golf course. Many citizens, such as fathers, mothers, sons, daughters, are now playing the game of golf as a family. We feel the process is continuing to lag. Our wheels keep spinning and spinning and we are going nowhere. Right now our blockade is the State. Needless to say we are very frustrated. I have been on the committee since 1994 and I have been secretary for the committee for five years and I am getting a little discouraged. I know Mayor Dickinson and Attorney Small have been working on the hurdles but it has been a slow process. A time line for the project would be a tool to achieve the task at hand. We think we deserve some type of commitment and time line from the Town to build a course at this time. If the Golf Committee had been successful in their efforts twenty-five years ago, we would not be standing here, this evening, requesting action. I would like to close with a quote from Mark Twain, "Twenty years from now you will be more disappointed by the things you didn't do, than by the ones you did do. So throw off the bow line, sail away from the safe harbor."

Robert Karlon, 26 Jodi Drive stated that he was very new on the committee but was shocked to find out that it has been in existence for twenty-five years. I think you all should be ashamed of yourselves....

Mr. Parisi interrupted to inform Mr. Karlon that the committee has not been in existence for twenty-five years. He explained, this committee is newly-formed; there was a previous committee that Mr. Slie refers to that was involved in 1979; I happened to have been on that committee. This current committee has been in existence for the past four or five years.

Mr. Karlon asked, is it true that there has been an attempt to build a golf course for the past twenty-five years?

Mr. Parisi answered, off and on, yes; not a consistent effort for twenty-five straight years.

Mr. Karlon asked, what do you think it will take, another twenty-five? I think the time is now. People have been born, have grown to the age of twenty-five and are golfers and we still don't have our own golf course. We have nowhere to play but Harbor Ridge in Wallingford. My friends and I travel to Avon, to Blackledge; all around the state because there is nothing here, in Wallingford. The time is now.

Mayor Dickinson stated, I think we can probably look to put together a time line but the most critical factor for a golf course is the property to put it on. Our purchase of property has enabled life to be instilled in this issue of whether there will be a golf course. The (State) Health Department is in opposition of the parcel that has been identified and we are in the process of challenging their opinion. The most critical element is that there be a piece of property that will allow construction of a golf course and that critical issue has been resolved in purchasing property. The next step is in getting through administrative issues. If we had two or three locations that were all being analyzed, it would be one thing but, at this point it is the one location that has been identified and we need to have a way to deal with the state regarding that change of use on the property.

Mr. Karlon stated, I understand that there has never been an application put in to the State to build a golf course on the Cooke property.

Mayor Dickinson replied, the state, through an initial inquiry, indicated not just that it was necessary to apply; they claimed jurisdiction; they went beyond that and stated that the State Health Department does not encourage or like to see golf courses on watershed property. They indicated a negative response to that, as a use, on watershed property. The question comes to us, do we spend \$20,000 for a study and then submit an application with the knowledge that the department that will render the judgment has already, in effect, pre-judged the application and is telling us, "we are not going to approve it." It has been felt that we challenge that jurisdiction and I believe we can win that challenge and then be in a position to not waste the money on the feasibility study. When a regulatory agency is telling you that they are not going to view it favorably before you even apply, to spend money on a feasibility study....would be questioned by those who oversee the Town's financial interest. There is not, in my opinion, a balanced or un-biased view by that department. They apparently have a bias against golf courses.

Lucille Trczynski, 262 N. Elm Street asked, should the Town prevail in its issue with the state, is the Council prepared to underwrite the cost of the infrastructure improvements that will be needed to put a golf course on Cooke Road?

Mr. Parisi answered, the Mayor indicated that if the situation can be resolved, it would be possible for us to establish a time line.

Mayor Dickinson replied, that would all come with the project. There is an analysis and generally it has been mentioned that a golf course is fine as long as it pays for itself. All of that would have to be factored into the issue of the improvement of the property for a golf course. The only thing that would not be....in the past the golf course paying for itself did not include the cost of the property. I believe that cost would not be included in the development of the property but all construction costs would be part of the debt that would have to be paid through the revenue stream generated by the golf course.

Ms. Trczynski added, my concern is that improvements would be absolutely necessary to Cooke Road, Northford Road and Whirlwind Hill. I am wondering if we shouldn't be looking perhaps at other potential parcels because I can imagine that the cost of underwriting those improvements would be enormous, although I am in favor of a golf course someplace.

Jack Agosta, 505 Church Street, Yalesville stated that it is jumping the gun to talk about going to another piece of property. We have to give the Mayor and Town a chance to see what happens up at the state level. I think we will win that case. We should just wait to find out what is happening.

Ted Krohl, 53 Hanover Street, Yalesville asked, with regards to the Satori property the Town purchased some twenty-five years ago, it was designed for a golf course and the prints are on file in the Town's files somewhere. The course has already been designed. What is the reason why we can't use the Satori property?

Mayor Dickinson answered, the State Health Department was opposed to the use because it was Wallingford watershed property and, in addition, the property is located on our fifty year water supply plan sent to D.E.P. It is identified as future water supply area for the Town. The Cooke property is not located in Wallingford's Water Division supply area but it is watershed for South Central Regional Water Co.

Mr. Krohl stated, we went so far last time as to have the course designed and we did not know that at the time? Can't we apply for another easement or whatever else it takes?

At this time the State Dept. of Health claims jurisdiction on any town-owned property because the Town has a Water Division. If we get rid of our Water Division we could do what ever we want on the property. I cannot recommend us getting rid of the Water Division.

Mr. Slie stated, I know of twenty-eight golf courses in the state that are in wetlands and/or have reservoirs right by them. Meriden has a reservoir right on top of the hill. The New Haven Country Club has a water supply right next to them also. It seems as though when you speak to anyone outside of this town about Wallingford, they raise their hands up. I don't know why we are blackballed in this town. I wish I could find out why. As long as the Mayor is fighting for us, to see if we can clear up the matter, within a short period of time we should know whether or not we can or cannot work with the state. If we can't do it then the young people of the town, Mayor and Council will have to work together and find a piece of property that will work. There are a lot of courses holding tournaments that raise a lot of money for charity and themselves. Meriden has had to turn away new golfers due to the large number of players. They teach the youngsters not only how to play golf but their manners as well and do a great job of it. We can push this through for the future generations.

Mayor Dickinson stated, we are taking the matter seriously as you know. You (Council Chairman), the Town Attorney, Director of Public Utilities and I went up to a hearing in Hartford, we testified, the decision did not go the way we wanted it to, we are appealing that decision but we are spending time and effort on this matter. Some other issues have come up in the past year or so regarding the purchase of Harbor Ridge or possibly going in with Meriden on the Hunter Memorial Golf Course. There is a continual effort; there has been some discussion regarding another piece of property owned in Town by another party. There continues to be attention directed to this issue. We will continue to do that, we will try to develop a time line to give everyone a better idea of what the future may hold but, unfortunately, there is no magic wand that will eliminate some of the questions that keep arising.

At this time Chairman Parisi thanked the committee for their presentations which he felt to be very respectful, complimentary yet, forceful. He stated that the committee has delivered their message and the Council does sense their frustration and some share the same feelings. He felt that the committee's recommendation that a time line be developed was a good one and the fact that the Mayor agreed to develop one was a step in the right direction.

Mary Ann O'Neill, 106 Mapleview Road asked, who is driving the process? We sit at the committee monthly meetings and hear the latest updates but we there is not a sense that someone really is pushing forward....

Mr. Parisi stated, there is no driver. It is a cooperative effort. -It is the Council, the Mayor, the Law Department, it is whatever we need at the time. It is the Town government as a whole that drives it.

Mayor Dickinson added, the committee has identified an interest in a piece of property. That interest now has been directed at the Law Department, Administration offices in order to resolve difficulties that have arisen with the State Health Department. Assuming that that will be resolved favorably, then we will be in a position to deal with the study which I believe the committee has the money to pursue. Once the study is performed, application or proceeding from there, assuming the study comes in favorable, it would be presented to the Town Council and then the hiring of an architect or others to design the course, the estimating of costs, the estimating of what it would take in greens fees to allow this to occur and pay for itself and then implementation with funding.

Ms. O'Neill asked, legitimately, how long would you say this whole process is? I know it is a rough guess...it would fun to be on the course just once as a family...five years? Are we looking at another generation before there is a Wallingford course?

Mayor Dickinson answered, the biggest unknown right now is the appeal. There is no way of gauging how long that will take. I don't think a feasibility study would take that long. My guess is, following a decision on an appeal, if a feasibility study took another 3-6 months and then the report on that, if that was a go ahead then it would be a design for which we would have to hire architects which could be 6 months to 1 year...

Ms. O'Neill stated, these issues are raised at committee meetings; why can't we begin investigating or at least researching different course designers or architects? We don't have to spend money to have people go out and look at the property so that they can be ready to submit proposals.

Mayor Dickinson stated, I suppose you could initiate a selection process for a designer or architect on it without being able to hire them; have an idea of who you wanted to hire ahead of time. It would have to be a bid but you could go through a selection and hold in abeyance until the actual situation occurs.

Geno Zandri, 37 Hallmark Drive asked, if this land was privately owned would the State have jurisdiction over the golf course being built?

Mayor Dickinson answered, no, it would not have jurisdiction as a privately-owned piece of property.

Mr. Zandri stated, then it is just a matter of building a golf course on privately-owned land.

Mayor Dickinson answered, that is correct.

Pasquale Melillo, 15 Haller Place, Yalesville inquired about the appeal process; how many times can the Town appeal?

Mayor Dickinson was not sure. It will now go to Superior Court. From there it could go to the Supreme Court, I don't know if it would go to the Appellate Court.

Mr. Zappala thanked the Golf Course Committee for coming this evening. He stated that he feels confident that something is going to give. The process takes time but when we get past the State issue, I think we are going to see it happen.

No action taken.

ITEM #10a Discussion and Possible Action on Ceasing Further Payments to the Contractor Hired to Repair the Pond Hill Road Bridge Due to Poor Work Performance as requested by Councilor Thomas Zappala.

Mr. Zappala stated that he visited the work site today only to encounter three individuals sitting there having coffee. They did not know who I was nor do I know who they were. I asked them, when is this road going to be opened? One of the three individuals answered, "we really don't know. It could be months or it could be weeks." I asked him if he could be more specific and he told me that maybe, if everything goes well, by the end of October the bridge might be open. We had a contract with the company for which they were supposed to be finishing the job by September 1st or before that and I am wondering if the contract means anything at all. That is the reason why I put the item on the agenda; to see if we could cease the contract based upon default and hire someone else to do the job. Can we use our own manpower at Public Works to finish the job? Unless we have other alternatives, I don't see where this contractor is going to be in a hurry to finish this job. Has the contractor given any particular reason why he has not been moving on this project?

John Thompson, Town Engineer stated, I share a lot of your frustration over the apparent lack of progress however, as I stated at the last Council meeting, we watch the contractor on a daily basis and we are pushing as aggressively as we can to get him to commit additional manpower to the job in order to get it done. He is not moving as quickly as we would like and we remain frustrated by his lack of pace on the job. Even during the past two weeks, since the last Council meeting, he has fallen several days behind his schedule that he had given us that day when I came to the Council on the 12th to update you on where we were. I don't know who you talked to at the job site but the date we have established with the contractor on the 12th was that the bridge would be open to traffic on October 15th which is approximately two weeks away...he is making progress but not as fast as we would like. The September 1st date was a target date that we wanted to have the bridge open for traffic in order to accommodate the school buses going to the three schools on Pond Hill Road. The actual contract date that the contractor has from the date of contract signing on May 22nd was 180 calendar days. That bring the contract completion date to November 17th. For the Town of Wallingford to take any action or for the Dept. of Engineering to recommend any legal action against this contractor would have no legal basis and Atty. Gerald Farrell, Sr. can speak to the issues of what we can do contractually but we have no actual authority because we are upset basically, to withhold payment. The contractor is working, he has to be paid for the work that he is doing. To suggest the possible withholding of payments is not appropriate and perhaps illegal. The suggestion of having this contractor removed from the job may be premature. We would not even want to consider that action until the contract had reached its 180 day limit. If, in fact, the bridge were not open by November 17th, I suspect you will have me back here again to explain what the delay is now. The Council should know that there is an option when the contractor does not satisfy the completion date for contract, we can go out and get someone else but, if the bridge were not opened, to go out and get someone through a competitive selection process or bidding would be further delay and I suspect that we would not want to get into the situation of actually accepting further delay in order to penalize this particular contractor. I would think that we would want to continue to aggressively push him to complete the job and then deal with what ever legal ramifications are available to us after the fact.

Mr. Zappala asked, why does the contract state that he should have been finished by September 1st?

Mr. Thompson answered, because we wanted the bridge opened to traffic for the start of school. The bridge construction, opening the roadway, was one element of the job. There are other elements which includes the approach roadway work, the sidewalks, railings on

the bridge, cleaning of the channel; it is a multi-task project. Getting the road open was targeted for September 1st. He did not satisfy that.

Mr. Zappala stated, we don't care about anything else, traffic should be flowing by September 1st. He has not complied with the contract.

Atty. Farrell, Sr., stated, the Town Attorney's Office looked at this contract and has determined that, in its opinion, the contractor is not in breach and to withhold payments by the Town would be a breach on the part of the Town.

Mr. Zappala thought that failing to meet the different stages or target dates in the contract constituted a breach of the document.

Atty. Farrell, Sr. repeated that the Town Attorney's Office did not find the contractor to be in breach of the contract at this time.

Mr. Zappala was dismayed to think the contractor could leave the bridge closed until November 17th, in essence and the Town could do nothing about it. This is a lesson to be learned before we enter into contracts for the remaining six bridges in need of repair.

Mr. Thompson stated, as a result of the last Council Meeting and discussion surrounding this issue, we have had discussions with the Mayor and Law Department and we are looking at the language of the contracts to make sure there isn't some greater level of enforcement we could incorporate into them. We don't want to go through this again.

Mr. Rys asked, if you were to identify in a contract that September 1st is the deadline by which to have the road opened...and you run into a situation that delays the project, can you actually hold the contractor to that date?

Mr. Thompson answered, no. All contracts have clauses for unforeseen and unanticipated conditions. You cannot hold anyone accountable for what they cannot see. We did encounter unforeseen and unanticipated conditions which did cause a delay.

Mr. Rys asked, have you had a good amount of experience in compiling these contracts in the past?

Mr. Thompson answered, yes.

Mr. Rys stated, if we start identifying completion dates and our wishes in these contracts, will we be able to attract contractors to these jobs or would we be going beyond what other municipalities might be doing?

Mr. Thompson answered, if we make the contracts so restrictive in terms of completion dates and liquidated damages or penalties, or what have you, given the nature of the good economy, we may experience higher than anticipated prices because the cost of doing business in Wallingford might become higher than what most contractors want to take a risk at. As of earlier this week the contractor still believed he was going to be able to make the October 15th completion date. To the extent that we can every single day, while we are out on a job, we are making sure that the manpower is there and he is living up to his commitments.

Mr. Parisi stated that he has seen contracts written that fines or penalizes a contractor for failing to complete the job on time.

Mr. Thompson reminded Mr. Parisi, we can but in order for us to make the contract legally enforceable you have to have it equitable and you have to have a bonus. IF you find the contractor \$1,000 per day for being late, in order to make the contract equitable, you have to reward the contractor for the same amount of money for being completed ahead of time. That is where it gets into being somewhat speculative...

Mr. Parisi stated, how can you award the contractor the same amount of money for completion on time when, in fact, you wouldn't know how long he would be over or past his completion date. That does not make sense.

Mr. Thompson stated, if this contract had a completion date of September 1st and we had a \$1,000/day bonus/penalty situation and here we are sitting tonight on September 26th and it was a \$1,000 per day penalty, he would be susceptible to a \$26,000 fine. If he had finished the job on August 1st, 30 days ahead of schedule, we would have had to reward him by paying him \$30,000. The completion date becomes critical when you get into a bonus/penalty situation.

Mr. Parisi stated, the Council wants to put an end to this sham, for lack of a better word. Why even bother signing a contract? They seem to finish whenever they feel like it. That is what the frustration is of the Council and everyone residing in that area. I want to see us move faster on this matter. It has been too many years; I have been talking to you about this for four years now and there have been others before me that have talked to your department about this. It has got to be brought to an end and someone has got to find a

solution. We pay our bills, we are a good solid town and I think we are entitled to the service that we are due and that means, to do business with someone who is going to conduct themselves to the terms of the contract that we sign with them. That is all we want.

Mr. Thompson agreed. The Mayor has heard the message loud and clear and has communicated with me that we need to do something.

ITEM #10b Withdrawn

ITEM #11 Withdrawn

ITEM #12 Consider and Approve a Contract for Purchase of Real Estate for Open Space – Town Attorney (Appendix III)

At this time the Mayor distributed a contract for the sale of property to the Council. He stated that, only today, did he receive a signed contract on this property. The subject property is known as the Galko Property, 131 and 136 Cheshire Road consisting of 50+ acres. The purchase price is \$1,675,000. The appraisal the Town has on the property is for \$1,650,000. which includes the 7.9 acres in Fresh Meadow Swamp. That property is most likely worth approximately \$1,000 an acre, given some other appraisals we have received. It appears as though we are well within the appraised value we have received. There were three owners who have signed the contract that is before the Council for approval. Upon authorization, the Town will be under contract to purchase the property. The next item would be the scheduling of a public hearing date for an ordinance which will authorize sufficient funding to purchase the property. The property currently has several buildings on it and the contract includes a period of six months for the people who currently reside there in which to leave. The Town would then anticipate the demolition of the buildings. There is a pond on the property.

Motion was made by Mr. Rys to Approve a Contract for the Purchase of Property of the Estate of Frank Galko, the Estate of Paula K. Galko and Stanley F. Galko Within the Town of Wallingford for Open Space Purposes, seconded by Mr. Farrell.

Mr. Zappala asked, if the occupants choose not to move after six months, does that create a problem?

Mayor Dickinson replied, I believe they intend to leave, they just need time to do so. They are family members and I don't anticipate any problems in that regard.

Ms. Papale stated, knowing the Galko family I don't think there will be a problem in six months.

Mr. Centner stated, I am pleased to be part of this; it is a parcel on the west side of town for a change. This is the parcel which was the subject of the petition that several hundred members of the public signed. Although it is not the lowest cost per acre, it is also not the highest cost per acre. This is a good buy for the Town and our open space program. I am happy to support this.

Mayor Dickinson added, at this point we fully intend to apply for open space funds. This contract requires us to purchase the property even if we don't receive those funds. I anticipate optimistically that we will receive open space funds, however, if we receive the funds and utilize them, it means that there can be no improvement to this property for recreational or other purposes. Once we use the open space funds the property must be maintained only for passive recreation or agricultural purposes.

Mr. Rys asked, if we use grant funds to purchase the property we cannot put buildings on or anything else on the property?

Mayor Dickinson answered, that is correct.

Mr. Rys asked, can we separate that?

Mayor Dickinson answered, we could look at separating it. We would receive a much less reduced potential grant. We would have to take a look at what the potential is once we assign a value to a smaller piece.

Mr. Rys asked, if we could set aside 10 of the 50 acres and separate that from the state grant money so that if, in the future, we need more fields or anything that would have to do with the municipality's needs such as a pumping station or what have you...it may be a good idea.

Mayor Dickinson stated, we could take a look at whether or not that is possible. I won't guess at that right now.

Guy Beach, 61 Cheshire Road stated, this is great news for Wallingford and, in particular, for the residents of the west side of Wallingford. It does a lot of positive things. It opens a corridor between wetlands and golf course which is open space. We have a much denser population on the west side of Wallingford. It used to be a very rural area and it no longer

is. This opens up many exciting opportunities for recreation otherwise. I recognize that this is contingent upon a public hearing but I would hope there is no problem. It sounds like the Galkos got a fair deal and it seems like a very reasonable price to pay for this property. This is democracy in action; the residents spoke up and they were heard. I want to thank Mayor Dickinson, Chairman Parisi, Minority Leader Papale, Mr. Rys, Mr. Zappala, Mr. Knight, Mr. Farrell, Mr. Centner, Mr. Brodinsky and Mr. Vumbaco. This is great news.

Jack Agosta, 505 Church Street, Yalesville asked, if we are granted funds from the state and in the future decide we want to use the property for something else, can't we just refund the state their money?

Mayor Dickinson stated, I would have to assume that it probably can be done but that is an assumption that is similar to other grants. I would assume that if you re-pay to the state, it becomes an awkward process. With the Durham property the state allowed us to exchange the value that had been received and placed that over onto the Cooke Property. That open space grant is not similar to the grants of today. Those grants allowed recreational uses. The open space program today does not, other than passive recreation. I don't want it to appear in the record that we are intending to pay back the state and thus discourage the state from making us part of the open space program. Our intention should be that if we do apply, we intend it to be part of the open space program.

Pasquale Melillo, 15 Haller Place, Yalesville asked, who appraised the property? How many appraisals were there?

Mayor Dickinson answered, the Town paid for only one appraisal performed by Gary Booker who placed the value of \$1,650,000. on the property which included 7.9 acres of wetlands which is not included in what we are purchasing today. We have made some inquiries about that but it is not included in this today. There were 7.9 acres of wetland included in the appraisal that are not included in the purchase today.

Mr. Melillo asked, the property does not have any wetlands?

Mayor Dickinson answered, this property does have wetlands; it has a pond on it as well. There is a gas transmission line through it.

Mr. Melillo asked, how much of the acreage is not wetland?

Mayor Dickinson answered, the appraisal states that the parcel includes open meadows and wooded areas with substantial wetlands in the eastern and central portions and a pond in the western section. Parcel B includes large boulders along the Cheshire Road frontage and is bisected by a 20' wide gas line easement and right-of-way.

Mr. Melillo was concerned that the Town may be liable if a gas explosion occurred.

Mayor Dickinson reiterated that the gas line is private.

Mr. Beach stated, I would like to thank Jeff Borne (Chairman of the Conservation Commission) who puts in many hours without remuneration. He deserves a lot of credit. I would also like to thank Don Roe, in advance, for all the good work he is going to do on this.

Jeff Borne, Chairman of the Conservation Commission stated, it is just another case where, through some sound team work....I was pleased to see how the process really came through with the Conservation Commission having some input. Also the support and input from the public on this key piece of open space property helped as well as the support of the Council. We are making a big impact on open space acquisitions in the town. It is one of the long term things we can all be proud of when we look back in time.

Lucille Trczynski, 262 N. Elm Street stated, it is a wonderful purchase; price does not matter, something like this is priceless. That corner should never be touched. I commend you for getting the contract. I hope the purchase will go through. It is a wonderful buy.

VOTE: All ayes; motion duly carried.

ITEM #13 SET A PUBLIC HEARING for October 10, 2000 at 7:45 P.M. to Consider and Approve an Ordinance for the Purchase of Property for Open Space Purposes – Mayor

Motion was made by Mr. Rys, to SET A PUBLIC HEARING for October 10, 2000 at 7:45 P.M. to Consider an Ordinance Appropriating \$1,805,000 for the Acquisition of Approximately 50 Acres of Real Properties Known as 131 Cheshire Road and 136 Cheshire Road of Open Space and Authorizing the Issuance of \$1,805,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #14 Consider and Approve a Transfer of Funds in the Amount of \$10,000 From Contingency – General Purpose Acct. #8050-800-3190 to Purchased Services Negotiations Acct. #001-1300-901-9002 – Mayor

Motion was made by Mr. Rys, seconded by Mr. Knight.

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

ITEM #15 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Leasing of Real Estate – Mayor

Mr. Vumbaco left the meeting at the start of executive session due to his required attendance at an out of state conference in the morning.

Motion was made by Mr. Rys to Enter Into Executive Session, seconded by Mr. Farrell.

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

The Council entered into executive session at 9:42 P.M.

Present in Executive Session were all Councilors (with the exception of Mr. Vumbaco), Mayor Dickinson and Asst. Town Atty. Farrell, Sr.

Motion was made by Mr. Rys to Exit Executive Session, seconded by Mr. Farrell.

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

The Council exited executive session at 10:00 P.M.

Motion was made by Mr. Farrell to Adjourn the Meeting, seconded by Mr. Knight.

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

There being no further business the meeting adjourned at 10:01 P.M.

Meeting recorded and transcribed by:

Kathryn F. Zandri

Kathryn F. Zandri
Town Council Secretary

Approved by:

Robert F. Parisi (by RR)

Date

Rosemary A. Rascati

Rosemary A. Rascati, Town Clerk

Date

09/16/2000 10:32

TOWN OF WALLINGFORD

09/16/2000 10:32



WILLIAM W. DICKINSON, JR.
MAYOR

OFFICE OF THE MAYOR

**TOWN OF WALLINGFORD
CONNECTICUT**

Appendix I

September 14, 2000

Mr. Thomas Myers, Comptroller
Town of Wallingford
Wallingford, CT 06492

Dear Tom:

Congratulations to you and the Finance Department for receiving the Certificate of Achievement for Excellence in Financial Reporting Award. I am pleased that once again your consistent efforts to maintain excellence in the area of municipal accounting and financial reporting have been recognized.

Again, Congratulations to you and your staff for a job well done.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Dickinson".

William W. Dickinson, Jr.
Mayor

jms

September 21, 2000

Mr. Robert Parisi, Chairman
Wallingford Town Council
23 East Main Street
Wallingford, CT 06492

Dear Robert:

I am writing this letter in response to the presentation before the Town Council on Community Lake on September 12th.

I believe that the record should be set straight regarding my role in this process. Stating unilaterally that the members of the General Assembly representing Wallingford have not been involved with Community Lake is a clear misrepresentation of the facts. It was my initiative which accomplished the original study by Fuss & O'Neil. Additionally, it was Senator McDermott and I who went to the former DEP Commissioner Sid Holbrook to explain the Community Lake situation and/or problem. We received a commitment, at that time, from him that DEP would pursue the project.

Subsequent to that, I filed a bill to seek bond funds for Community Lake. As an aside, I was chastised by the Community Lake Study Group for filing this bill without their authorization. Of course, my belief then, as now, is to continue to ride herd on DEP on this issue and so I found the committee's attitude rather strange.

Beyond the bill, which DEP said was premature because there was no defined project, I brought Tom Morrissey to the meeting of the committee to explain the status of the study. I also attended the meeting at the Wallingford Public Library on the presentation by DeLeuw Cather and Company. In 1998, I also attended meetings at the town hall presented by the same engineering firm which focused on the height of the dam and the possibility of flooding of Gopians Mobile Home Park. In 1999, my conversations with DEP concerned the height of the dam and the resolution of the problem and the solving of the flooding problem.

In fact, as recently as the last week in July, the entire Wallingford delegation met with you to give you an update on Community Lake and the problems of contamination from the old gas plant. At this time, it should be noted, I am never informed of committee meetings. In the past, when so noticed, I tried to attend.

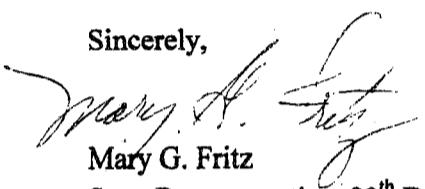
I have not walked away from this project and I continue to keep in contact with DEP on it. I understand how important it is to many townspeople. Remember, I co-chaired the bicentennial village which was built on the banks of the "original" Community Lake. I can't help-unless I am kept in the proverbial "loop".

Please let me remind you again that without myself and Senator McDermott there would not have been studies which have brought us to this point.

Your input and the input from the Community Lake Committee is important to myself

and the other members of the delegation. This is how the project will be accomplished.
Thanks for listening!

Sincerely,



Mary G. Fritz

State Representative, 90th District
Deputy Majority Leader

A G R E E M E N T

THIS AGREEMENT made this day of , 2000, by and
between the ESTATE OF FRANK GALKO, THE ESTATE OF PAULA K. GALKO, and
STANLEY F. GALKO, hereinafter called "Sellers" and the TOWN OF WALLINGFORD,
a municipal corporation organized and existing under the laws of the State of
Connecticut, hereinafter called "Buyer".

W I T N E S S E T H:

WHEREAS, Sellers are the owners of all those certain pieces or parcels of real property, with all buildings and other improvements thereon and all appurtenances thereto, known as 131 and 136 Cheshire Road consisting of 50± acres in the Town of Wallingford, County of New Haven and State of Connecticut, hereinafter called the "Property", more particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, Sellers desire to sell to Buyer and Buyer desires to purchase from the Sellers the Property; and

WHEREAS, it is the desire of the parties to reduce their agreement to one document encompassing in detail their agreement as to the sale and purchase of the Property;

NOW THEREFORE, the parties agree as follows:

1. **SALE OF PROPERTY.** Sellers hereby agree to sell, assign, transfer and

convey to the Buyer, and Buyer does hereby agree to purchase from Sellers, all the right, title and interest in and to the Property, together with all buildings and other improvements thereon and all appurtenances thereto. Sellers agree to convey said real property to Buyer by a good and sufficient Warranty Deed from Stanley Galko and an Executor's Deed from each Estate, subject only to any and all provisions of any ordinance, municipal regulation, public or private law, restrictions and easements, if any, as of record may appear, current taxes, water and sewer use charges. Sellers agree to provide to Buyer at the time of closing any survey or map in possession of Sellers.

A. Condition of Title. It is understood and agreed that the title herein required to be conveyed by the Sellers with respect to all of the Property shall be marketable and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. If, at the time of closing, the Sellers shall be unable to convey marketable title to said premises to the Buyer, then the Buyer may elect to accept such title as Sellers can convey, upon payment of the purchase price, or may reject the deed conveying such unmarketable title. Upon such rejection, this Agreement shall terminate and become null and void and the parties hereto shall be released and discharged of all further claims and obligations to each other.

2. **PURCHASE PRICE.** The purchase price for the Property shall be One Million Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,675,000.00), payable in full at the Closing.

3. **CLOSING OF TITLE.** The Closing of the transaction hereby contemplated shall take place at the office of the Department of Law, Town Hall, 45 South Main Street, Wallingford, Connecticut, at 2:00 p.m. on or before December 15, 2000, or at such other time and place as may be mutually agreed upon by the parties.

4. **ADJUSTMENTS.** Taxes, fuel oil, water and sewer charges, rent, and like matters with respect to all of the Property, and rent security deposits, if any, shall be adjusted as of the date of the Closing. The taxes will be prorated according to the custom of the Town of Wallingford.

5. **BROKER.** The Buyer represents to the Sellers that no firm, person or corporation has shown these premises to the Buyer and the Buyer agrees to save the Sellers harmless for all costs, damages and expenses based upon any claims made against the Sellers by any real estate broker claiming to have dealt with Buyer with respect to the Property. Further, Sellers represent to Buyer that there is no listing agreement for the Property currently in effect with any broker, and Sellers agree to save, defend, indemnify and hold Buyer harmless from and against any and all claims, demands, damages, actions and causes of action made against the Buyer by any real estate broker claiming to have dealt with Seller in connection with the Property.

6. **CONDITIONS OF SALE.** In addition to the conditions set forth in Paragraph 1 above, it is also understood and agreed that Buyer's obligations hereunder are expressly contingent upon the following:

- A. Approval of this Agreement to purchase by the Town Council of the government of the Town of Wallingford; and
- B. Action by the said Town Council approving the municipal bonds by the Town of Wallingford to fund the purchase of the Property and the expiration of the period during which a referendum can be taken challenging the issuance of such bonds, under the Charter of the Town of Wallingford, without such a referendum being required. If there is to be a referendum on said bond ordinance, either party may elect to terminate this Agreement and the parties hereto shall be released and discharged of all further claims and obligations to each other within ten (10) days of the certification that a referendum is required. If this Agreement is not terminated by either party, the closing shall take place ten (10) days after the referendum provided, however, that if the referendum defeats the bond ordinance, this Agreement shall terminate and both parties shall be released and discharged of all further claims and obligations to each other. It is understood and agreed that the actual issuance or sale of the municipal bonds to fund the purchase of the Property is not a condition of sale and that the Closing will be held promptly following satisfaction of the conditions of sale described herein whether or not such bonds have been issued or sold; and

C. Environmental Provisions. Notwithstanding anything contained herein to the contrary, it is agreed that the purchase of the Property is contingent upon a satisfactory environmental assessment of the property. The Buyer shall arrange for an investigation and examination of the property to be performed by an environmental consulting firm ("Engineer") selected by the Buyer. The purpose of the assessment will be to determine the presence of any hazardous waste as defined by §22a-115(1) of the Connecticut General Statutes or the presence of pollution or other environmental problems which would render the property prejudicial to human health and safety. Such investigation or assessment shall mirror the Phase I and Phase II investigations pursuant to the Transfer Act Site Assessment process. The Buyer may require a Phase II investigation whether or not the Phase I information suggests that a "Release" or other pollution may have occurred and to this end may instruct the Engineer to execute a Phase II investigation at or about the same time the Phase I investigation is performed. In the event the assessment reports the presence of an on-site discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or any other polluting agent or environmental problem on the property requiring further investigation and/or remediation, either party may terminate this Agreement within ten (10) days of receipt of the report. Buyer shall provide Sellers with a copy of the report upon receipt. The expense of the environmental assessment of the property, as above described, shall be the responsibility of the Buyer.

If the Sellers offer to remediate the determined environmental problems and the Buyer agrees not to terminate this Agreement, any such remediation shall be at the sole expense of the Sellers and the closing of title to the Property shall occur within ten (10) days of the final certification by the Engineer that the remediation has been satisfactorily completed.

At the time the Sellers execute this Agreement, they shall advise the Buyer, in writing, of the existence and location of any known underground tanks.

7. **RIGHT OF OCCUPANCY**. Sellers and Buyer shall, at closing, enter into an agreement providing the following terms:

- A. Jennie A. Galko and Laurie Galko shall have the right to occupy the residential house and garage only for six months from the date of closing for residential use only for the dwelling located on the property known as 136 Cheshire Road;
- B. Jennie A. Galko and Laurie Galko shall be responsible for all utilities, which shall be promptly paid.
- C. No rent or use and occupancy shall be charged during said period
- D. Jennie A. Galko and Laurie Galko shall maintain insurance on her personal property and all risk of loss is on the occupants.
- E. Upon vacating the premises, Jennie A. Galko and Laurie Galko shall turn over to the Town all keys.

F. Town shall not have any obligation to maintain or repair anything on the property during occupancy.

8. **CONDITION OF PROPERTY.** Sellers agree that they shall maintain the Property in the same condition as exists on the date hereof, reasonable wear and tear expected and casualty accepted.

9. **DOCUMENTS AT CLOSING.** At the closing, Sellers agree to deliver to the Buyer the following:

- A. A Connecticut form of Warranty Deed to the Property conveying marketable title without exceptions, free and clear of all encumbrances, covenants, easements, restrictions, defects and reservations except as noted in Schedule A; and
- B. All drawings, surveys, and plans relating to the Property, if any, which are in possession of the Sellers and not previously delivered to the Buyer; and
- C. All documentation as may reasonably be required by the attorney for the Buyer to carry out the terms, covenants, conditions and intent of this contract including, but not limited to, negative declarations as provided for in Connecticut General Statutes §22a-134 through 22a-134d, provided, however, that compliance with such statutes shall be required only if the Property is deemed an "establishment" under such statutes; and
- D. An affidavit certifying that there are no rights of mechanic's liens with respect to the Property.

10. **RISK OF LOSS.** Throughout the period between the date of this contract and the closing, all risk of loss shall be on the Sellers, and the Sellers shall keep all buildings on the premises insured against loss by fire or other casualty for its full placement value. Should any building be destroyed or damaged by fire or other such casualty and not be restored to its present condition during such period, the Buyer shall accept title to the Premises and receive the benefit of all insurance monies received on account of such destruction or damage (less monies expended for protection thereof). If this contract is so rescinded, all rights and liabilities of the parties hereunder shall be at an end.

11. **SELLERS' REPRESENTATIONS.** Sellers represent the following with regard to the Property:

- A. The Sellers have not received, and has no knowledge of, any notice or request from any insurance company or Board of Fire Underwriters, or mortgagee, requesting the performance of any work or alterations with respect to the Property which have not been complied with, and the Sellers do not know of and have not received any notice of any violations of any local, state or federal laws arising out of the present use and occupancy of the Property;
- B. The Sellers have no actual knowledge of any pending or contemplated condemnation proceedings affecting the Property or any part thereof;

C. No leasing commissions or payments for work or improvements heretofore made are or will be due and owing, or become due or owing, in connection with any tenant lease;

D. No person, firm or entity, except as set forth herein has any rights in or right to acquire the Property or any part thereof;

E. There are no service contracts, management agreements, commercial rental agreements, or other agreements of any kind or nature affecting the Property or a portion thereof which shall survive the closing;

F. There are no actions, suits, or proceedings pending or threatened against, by or affecting Sellers with respect to the Property, at law or equity before or by any federal, state or other governmental department, Commission, board, bureau, agency, or instrumentality, domestic or foreign. Sellers are not in default with respect to any order, writ, injunction, or decree of any court of federal, state or any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, insofar as such order, writ, injunction, or decree affects the Property; and

G. Sellers shall keep the Property in its present state of repair, except for normal wear and tear, up to the date of closing, and shall not commit waste upon the Premises while in possession thereof.

12. **NO ASSIGNMENT, BINDING EFFECT.** This Agreement may not be assigned by either party without the written consent of the other, but it shall be binding upon the heirs, executors, administrators, and successors of the parties hereto.

13. **SURVIVAL.** All agreements, representations, warranties and covenants contained in this Agreement shall survive the closing and transfer of title.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of September, 2000.

Signed, Sealed and Delivered
In Presence Of:

ESTATE OF FRANK GALKO, SELLER

BY: _____

JENNIE A. GALKO
Its Executrix

THE ESTATE OF PAULA K. GALKO,
SELLER

BY: _____

JOSEPH W. CICHOWSKI, SR.
Its Executor

STANLEY F. GALKO, SELLER

TOWN OF WALLINGFORD,
BUYER

BY:

WILLIAM W. DICKINSON, JR.
Its Mayor, Duly Authorized

RECEIVED FOR RECORD 10-11-00
AT 3 H 50 M P M AND RECORDED BY
Brennan Rascati TOWN CLERK