

TOWN COUNCIL MEETING

AUGUST 22, 1995

6:30 P.M.

AGENDA

1. Roll Call and Pledge of Allegiance
2. Consider and Approve a Transfer of Funds in the Amount of \$158 from Clerk's Wages Acct. #001-1450-100-1300 to Advertising Acct. #001-1450-400-4100 - Comptroller
3. Consider and Approve a Resolution Commending the Transit District for its Volunteer Service to the Town of Wallingford - Mayor
4. Consider and Approve a Waiver of Bid for the Purpose of Purchasing CoverIt All Weather Shelters for the Public Works Department in the Sum of \$9,000.
5. Consider and Approve a Resolution Authorizing the Mayor to Make Application to the State Department of Social Services for the Undertaking of a Social Service Block Grant Program - Program Planner
6. Consider and Approve a Resolution Authorizing the Mayor to Make Application to the State Department of Social Services for the SCOW Grant - Program Planner
7. Consider and Approve Waiving the Lease Payment of \$750 by SCOW Unless Grant Money is Available - Program Planner
- PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
8. Consider and Approve Authorizing the Mayor to Make Application to the State for a Drug Enforcement Grant - Mayor
9. Discussion and Possible Action on the Town of Wallingford's Procedures for Procurement of Architectural and Engineering Services - Town Council
10. Consider and Approve Authorizing the Mayor to Enter Into an Agreement for the Purchase and Installation of an Automated Flood Warning System in the Town of Wallingford - Mayor
11. Consider and Approve a Transfer of Funds in the Amount of \$13,220 from Contingency Reserve for Emergencies Acct. #001-8050-800-3190 to Fire Department Town Cost Automated Flood Warning System Acct. #001-2030-999-9945 - Mayor
12. Consider and Approve Authorizing the Mayor to Enter Into a Lease & Supervisory Agreement with the Greater New Haven Transit District for New Vehicles Being Utilized by Wallingford's Committee on Aging - Mayor
13. Consider and Approve Tax Refunds (#13-16 & #17-18) Totalling \$838.85 - Tax Collector

14. SET A PUBLIC HEARING for September 12, 1995 at 7:45 P.M. on an Ordinance Appropriating \$250,000 for Repair/Improvement of the South Turnpike Road and Grieb Road Bridges and Authorizing the Issue of \$250,000 Bonds of the Town to Meet Said Appropriation and Pending the Issue Thereof the Making of Temporary Borrowings for Such Purpose
15. Approve and Accept the Minutes of the July 25, 1995 Town Council Meeting

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ADDENDUM TO AGENDA

16. Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes with Respect to Pending Litigation
17. Consider and Approve an Agreement to Terminate Friendly's Lease at 6 Fairfield Boulevard Prior to its Termination
- Town Attorney

TOWN COUNCIL MEETING

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6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, August 22, 1995 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Thomas D. Solinsky at 6:33 P.M. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall with the exception of Ms. Papale who was unable to attend due to a previous personal commitment. Mayor William W. Dickinson, Jr. arrived at 7:50 P.M.; Corporation Counselor Adam Mantzaris and Comptroller Thomas A. Myers were also present.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Consider and Approve a Transfer of Funds in the Amount of \$158 from Clerk's Wages Acct. #001-1450-100-1300 to Advertising Acct. #001-1450-400-4100 (F.Y. 1994-95) - Comptroller

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

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

ITEM #3 Consider and Approve a Resolution Commending the Transit District for its Volunteer Service to the Town of Wallingford - Mayor

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

Mrs. Duryea read the resolution into the record commending the following individuals (Appendix I):

Roger M. DeBaise, Chairman
Michael DeNino, Co-Chairman
Eugene H. Dauplaise, Treasurer
Daniel A. Lucas, Secretary
Ann Pikor
Richard Heffern
Stephen W. Knight
Brenda Avallone, Manager

Mr. Knight took a few moments to commend the staff of the Transit District recognizing the fact that the Chairman, Roger DeBaise, has served in excess of twenty-six (26) years, while the other members have dedicated over twenty (20) years of service and Brenda Avallone, Manager, has served for the past nineteen (19) years. The Town works well because of its employees and people such as the Transit District staff who exhibit a long standing interest in serving their community. It is important to make the efforts of these dedicated individuals known to the public and for the Council to be given the opportunity to express such efforts to the public by means of a resolution this evening.

Mr. Killen added, the Town is run for the most part by a lot of good

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volunteers that too often are not recognized. He was grateful to those individuals listed above who have given many years of service to the their town.

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

ITEM #4 Consider and Approve a Waiver of Bid for the Purpose of Purchasing CoverIt All Weather Shelters for the Public Works Department in the Sum of \$9,000.

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

Henry McCully, Director of Public Works explained that the shelters are being requested for the purpose of covering the Town's clay, topsoil and salt piles. They are similar to the shelter located at the Fireplace Store on Route 5 across from McDonalds. They are guaranteed for twenty (20) years and a factory technician will assist in the process of installing them. They will be mounted on concrete blocks. The department plans to purchase three large and two small shelters.

Mr. McCully did approach Robert Pedersen, Purchasing Agent, to see if any other vendors in the area offered the product for sale. There was no other firm to their knowledge which offered the product.

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

At this time Mr. Rys took a moment to express his dissatisfaction over the installation of the window air conditioning units in the Assessor's and Health Department's offices. He stated that he did not like the appearance of the units and, in his opinion, it is a short-term remedy for a long-term problem. He would rather see a larger roof unit purchased and installed to properly service the areas that are still faced with a problem, such as the Town Clerk's Office. He took note of the fact that the Town Clerk's Office was very warm and the air stagnant last week when he visited the area.

Mr. McCully responded that he was aware of the fact that a problem still existed with the Town Clerk's Office and that the air is very stagnant. He was giving consideration to the idea of purchasing two oscillating fans to create air movement in the office. If the Council feels that another roof unit should be purchased then they should place the funds in the budget next year during the budget workshops. It will cost approximately \$16,000 for the unit.

Mr. Killen agreed with Mr. Rys that, to date, the condition has been treated with a band-aid fashion of repair and maintenance.

ITEM #5 Consider and Approve a Resolution Authorizing the Mayor to Make Application to the State Department of Social Services for the Undertaking of a Social Service Block Grant Program - Program Planner

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

Mrs. Duryea read the resolution into the record (Appendix II).

Don Roe, Program Planner stated, at this point the Town has not yet

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received confirmation from the State. It appears that the allocation is similar to last year's, approximately \$19,000. and he anticipates doing the same thing next year. The bulk of the money from this grant supports the Meals on Wheels Program. The eligibility criteria for the program is not very restrictive. One must have a doctor's certificate clearly stating that the physician wants the patient to receive the meals at home. There is no income eligibility requirements. The program has been operating for the past seven to ten years with only a few minor problems.

Pasquale Melillo, 15 Haller Place, Yalesville asked for a few more specific details on the program from Mr. Roe.

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

ITEM #6 Consider and Approve a Resolution Authorizing the Mayor to Make Application to the State Department of Social Services for the SCOW Grant - Program Planner

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

Mrs. Duryea read the resolution into the record (Appendix III).

Mr. Roe introduced Blanca Santana, Director of SCOW (Spanish Community of Wallingford) and Lorraine Anderson, Board Member of SCOW to the Council.

In June it was learned that the funding of this program through the Department of Social Services had been cut by twenty-five percent (25%). Mr. Roe reviewed that information and informed the Board of Directors of SCOW at their June meeting that there was indications that the State funding would be reduced significantly. At the point in time that the Board met, the Town had not received anything officially from the State. It was not until the end of July when the Town was given the funding figures. In addition to the twenty-five percent (25%) cut for next year's program, which begins November 1, 1995, the State indicated that there would be a similar cut in the current year. The reduction in funding for the current year is not going to have any effect on agency operations at this point due to the fact that the office was once a two person operation and is now a one person office, therefore the savings in personnel dollars have offset the cut in funding.

Mr. Roe went on to explain that next year's budget represents a total of approximately a \$15,000 shortfall in terms of what is needed to operate the agency. For the past number of years the Board, itself, has taken on the responsibility of approximately \$5,000 of the cost of running the office (supplies, phone, transportation, rent, etc.). They are now looking at an amount which is considerably more than that. The Board held an emergency meeting last week and out of that meeting it was decided that the Board would continue to ask the Town to seek the State grant even though it is reduced. The Board will continue to look at ways to make up the shortfall. That is where things stand at this point in time.

Pasquale Melillo, 15 Haller Place, Yalesville, asked what the acronym SCOW stood for and then stated that he supported the agency for it seems to be a good cause.

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Mr. Killen pointed out that the program does not exist solely for the Hispanic population of Wallingford.

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

ITEM #7 Consider and Approve Waiving the Lease Payment of \$750 by SCOW Unless Grant Money is Available - Program Planner

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

Motion was amended by Mrs. Duryea to Include the Term of the Lease as Being November 1, 1995 to October 31, 1996, seconded by Mr. Killen.

VOTE ON MOTION AS AMENDED: Papale was absent; Zandri, no; all others, aye; motion duly carried.

ITEM #8 Consider and Approve Authorizing the Mayor to Make Application to the State for a Drug Enforcement Grant - Mayor

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

Mrs. Duryea read the resolution into the record (Appendix IV).

It is noted for the record that the sixth line of paragraph number three is typed incorrectly and should read, "..assistance if such an agreement...." not, "...assistance of such and agreement...".

Mr. Gouveia asked, what are the pre-requisites for State assistance imposed by the General Statutes?

Mr. Roe responded, it is a fairly general statute and it is more so in the promulgation of the regulations that commissioners adopt where you find the "letter" of the regulations or requirements. To his recollection it is a fairly general statute which gives the commissioners and the Office of Policy Management the authority to make grants.

Mr. Gouveia was surprised that there were no stipulations attached to the grant that specified that at least half of the grant should be used for education.

Mr. Roe answered, the statute does require that forty percent (40%) of the grant be spent on education. Our percentages are higher than that because we put a lot of money into the D.A.R.E. program.

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

ITEM #9 Discussion and Possible Action on the Town of Wallingford's Procedures for Procurement of Architectural and Engineering Services - Town Council

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

Mrs. Duryea read correspondence into the record from David Barkin, 207 South Main Street, requesting that this item be placed on the agenda

for discussion (Appendix V).

Mr. Barkin stated that currently there exists a two part evaluation system for bidding of Architectural and Engineering (A&E) services. If the estimated cost of construction exceeds \$2,000 the project must be placed out to bid. The first part of the two envelope bidding system evaluates the bids on qualifications. A fifty percent (50%) weight is assigned that portion and the second portion of the bid which is based on fees for work performed.

Mr. Barkin stated that it is his opinion that too great an emphasis is placed on the second part of the bidding system dealing with fee or cost for the work to be performed. The system fails to recognize the value added to the bid through higher qualifications of a firm.

A higher level of construction management qualifications results in a much higher quality project.

Mr. Barkin recommends that the Town adopt the QBS (Quality Based Selection) of evaluating A&E services. The largest weight is given based on the firms' qualifications. Once the list of firms bidding is shortened or narrowed to the top three to five contenders, those firms are then negotiated with for cost.

Currently the same level of qualifications is being required for a \$3,000 project as would be for a \$1 million project. The current language of the R.F.P. (Request for Proposal) is insulting to A&E professionals for it is presented in a manner which ignores the education and professionalism of potential bidders.

Mr. Barkin is concerned that the individual(s) making the final decision on awarding the bid may not be qualified to do so. He feels that the QBS system best serves the Town and is much easier to work with. It is his opinion that a standing building committee of qualified individuals would be helpful.

Mr. Knight thanked Mr. Barkin for his time and concern in this matter and asked whether or not Mr. Barkin felt there was a way to describe qualifications for a given project to allow for as much competition for services as possible? It seems that Mr. Barkin's proposal may limit the amount of competition rather than enhance it. The biggest problem seems to be not being able to show the value added aspects of one firm's services over another. The reason for that seems to be that we are not describing things carefully enough.

Mr. Barkin disagreed, it does not limit competition for the bid notices would still go public. It is simply requiring that, at the beginning of a project formulation, you prioritize the issues around it. What is the project and what are you looking for? The answers will vary if you are talking about a school project vs. an adoptive, re-use with modifications project. In checking with his professional liability insurance carrier, municipalities are the most litigious clients due to the fact that too often there is a wide gap between expectations and delivery of service.

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Mr. Knight asked, is that a consequence of inadequately describing those services for which they are seeking?

Mr. Barkin responded, it is one of many factors but one of the largest.

Mr. Knight stated, it is his understanding that some communities have permanent building committees which evaluate all projects. Is that one avenue that Mr. Barkin is offering?

Mr. Barkin stated, it is one avenue, but it really depends on the committee. Is the committee going to be a political committee or one that has been developed based on individual expertise? You don't need to have a standing committee of Architects and Engineers to evaluate the qualifications of Architects and Engineers, it could be a committee of any group if they follow a certain process, religiously, in their evaluations.

Mr. Knight stated, it has the potential to become politicized.

Mr. Barkin responded, if that happens it can be less than an ideal situation. A standing building committee of qualified individuals would be helpful.

Mr. Zandri stated, we are governed by the Charter as to what we can and cannot do. If you have an existing project that you can describe, in detail, you can get a lump sum price for A&E services for that particular project otherwise you would have to seek an hourly rate. Qualifications are important and almost every architectural firm could potentially qualify for the firehouse project currently out to bid, yet, if you were soliciting R.F.P.s for the school building project the qualifications would have to be very specific to make sure that the architect had some background in that type of business previously.

Thomas Myers, Comptroller explained that the primary consideration is qualifications while the secondary is cost. Professionals who are bidding are asked to do so under certain parameters and will be measured by an evaluation committee. That committee can consist of one department head or a group of individuals. One of the factors that we are faced with is that we don't have architects and structural engineers on staff. We don't have land surveyors on staff either. It is the department requesting that professional service who is responsible to obtain it and insure that whoever the provider is, that they do the work according to specifications. We cannot expect professional architects and engineers to give up their right to bid on projects in town to volunteer their expertise to us by serving on a committee to help us review qualifications. Our process has been carefully designed to account for qualifications and price and to come up with a composite. The current scoring system does remove unresponsive bidders.

Mr. Gouveia also thanked Mr. Barkin for his time and for taking an interest in trying to improve upon the services of the Town. He suggested that Mr. Barkin schedule a meeting with the Purchasing Agent and Mr. Myers to discuss this matter further for this is not the best forum for doing so. He does agree that there are inconsistencies with

the evaluation process. A competitive bidding process may not be the most efficient nor the least expensive way to go but it at least keeps everyone honest. Every time negotiations are held there is always a potential for something wrong to happen. Mr. Barkin had very good comments and Mr. Gouveia admitted that he was impressed with them but nonetheless he reserves the right to listen to others critique Mr. Barkin's criticism of the process because then he (Mr. Gouveia) learns more by listening.

Mr. Killen asked, doesn't the Charter preclude using the value of the architect or supplier in the factor of rating the criteria because the Charter is very specific in stating that the bid must go to the lowest responsible bidder?

Mr. Myers responded, the Charter does not define lowest responsible bidder. It is ambiguous. When we developed the procedure and we received a legal opinion, in a case of procuring professional services, the lowest responsible bidder is defined as being that bidder that has the best aggregate score (combination of qualifications and price). Any department head or any committee may approach the Mayor and/or Town Council and ask that the bidding procedure be waived, be abandoned so that they can then use a request for proposal or any number of different models to hire professional services.

Philip Wright, 160 Cedar Street stated that the point that Mr. Barkin is making is valid. Too often people on the committee who review qualifications are not qualified to do so. He did not believe that the same qualifications were required in the specifications for the recreation center as was requested in the school building project. Mr. Barkin is hitting on the issue of utilizing a good management tool. Some review committee would be beneficial.

Pasquale Melillo, 15 Haller Place, Yalesville stated, when you have a system in place that goes without review for a long time, there's a tendency to become complacent.

No action taken.

PUBLIC QUESTION AND ANSWER PERIOD

Pasquale Melillo, 15 Haller Place asked the Comptroller if it would be wiser to act now with regards to the financing of the school building project instead of waiting and paying higher interest rates?

Mr. Myers responded, the current market conditions have been carefully watched over the last two weeks. It is very difficult at this time to predict whether there could be a rise in prices later on into the Fall. We have to give equal consideration to the fact that we don't have, as of yet, a total price on the school project, itself. We have bids and an authorization to proceed with the Yalesville School which is approximately \$9.5 million. Still under consideration and appropriation of funding are the two middle schools. In approaching the market he has some difficulty in not knowing the final resolution of those two middle schools. A slight movement upward in the interest

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rates would not be as disadvantageous to us than issuing twice. If the Comptroller were to go out with a \$9 million bond issuance in September for Yalesville School and then go back out for the two middle schools in November or December, the Town will incur a lot of costs in underwriting, banking, market approach, credit analysis, etc., in marketing the bonds twice. Presently, a holding pattern looks to be more advantageous to the Town at this point in time.

Mr. Knight asked, what will the difference be in the administrative costs between the two options?

Mr. Myers responded, it could amount to 1/10th of a point on the interest rate. The expenses will be doubled if there are two bond issuances. The expenses run 1% to 1.3% of the issuance. If you issue \$20 million worth of bonds, that amounts to \$200,000.

Mr. Melillo next addressed the issue of the proposed closing of the Pierce Plant. He pointed out that recently the consultants hired by the Electric Division to study the Pierce Plant recommended closing it at a cost of \$3.2 million. Those same consultants, Black & Veetch, back in 1990 recommended an expansion project to replace the generator at Pierce Plant and increase capacity at a cost of between \$17-25 million. He asked for comments on this issue.

Mayor Dickinson reminded Mr. Melillo that the plant does not run very often as it is. It is a peak power plant so that the only time the plant runs is when CL&P asks Wallingford to run it due to conditions under which CL&P does not have enough power to supply through their regular sources. In general, it rarely runs so the question is, how much money should we put into maintaining the facility when it almost never runs? The reason it was kept on line was because the capability of it being available gave the Town lower rates. With our new power contract, however, that is no longer the case. The value of Pierce Plant is the site, itself, as a generating facility. It does not produce power very frequently. Even though we want to shut it down we want to make sure that we retain that as a site that could be utilized for the generation of power.

Chris Gallagher, 482 Ward Street Extension, speaking on behalf of other adolescents in the audience with him, asked the Mayor and Council if a particular area could be set aside for rollerbladers in Town. No matter where they travel on their skates, they are constantly being chased out and people threaten to call the police on them. They do not wish to cause trouble or harm to anyone and they would like a safe place to practice their sport. Other sports in town have fields or courts set aside for them, why not rollerblading? They use their skates to travel to different areas of town and are stopped numerous times by the police asking that they stay off the streets. Officer Callahan informed the boys that they could rollerblade at Metro Tool on Route 5. They visited McDonalds next door to purchase a drink and were asked to leave the premises.

Mr. Rys stated that rollerblading is performed in the tennis courts at Highland School. He recently traveled down North Main Street where he witnessed several youths on rollerblades grabbing a hold of the

bumpers on the back of a few cars and being towed along.

Mayor Dickinson stated that he will ask the Recreation Department to look at the options available to meet the needs of the older rollerbladers.

Diana Hotchkiss, 38 Clifton Street stated that she approached the Council on May 9th in regards to the Grant Street Park/Cir-Tek property. Nothing has been done to date. Cars are parking in the park area. She has met with the Recreation Commission and Tom Dooley as and the Recreation Department is interested in making the park into a rollerblading area. She was told that Planning & Zoning gave approval for the cars to park on the park property. Before Mr. Dooley went on vacation it was his goal to place a concrete block across the entrance so that cars could not park there and that was denied because of Planning & Zoning. In the meantime the trash is piling up in the park, cars are parking there and some residents have complained to her that on weekends it is being used as an area to change oil and transmission fluids in some cars. When will the Town do something and in which direction is it moving?

Mr. Solinsky asked Mrs. Hotchkiss, who stated that P&Z gave permission for the cars to park there?

Mrs. Hotchkiss responded, Tom Dooley.

Mr. Solinsky stated, Planning & Zoning does not have the authority to allow parking in that park. There should be a way to barricade the cars from the area.

Mayor Dickinson stated, it is Mr. Dooley's intention to notify everyone in that area and to move in that direction but, to our knowledge, there is significant use of the area by residents and it may be people renting. We have received complaints about cars parked there for a long time, there is no other place for them to park in the winter when the cars have to be off the street. It is not a simple issue to correct. Mr. Dooley intends to hold a meeting with everyone in that area and find out who is parking there and then deal with it. He is optimistic that some of it can be used for parking and the rest dedicated to more park purposes.

Mr. Killen stated that Mrs. Hotchkiss should go back to the Parks & Recreation Commission and remind them that this is their responsibility and they should lay out their plans for what they intend to do with that park. They also have it within their purview to allow the residents to park there in the winter time.

Mrs. Hotchkiss stated that she and another resident have watched the park on several occasions and have found that employees from a company located on Judd Court, not Cir-Tek, are parking their vehicles there all day long until 4:05 P.M.

Mayor Dickinson stated, the trash can be dealt with immediately but the other issue will be addressed when Mr. Dooley returns.

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Frank Wasilewski, 57 N. Orchard Street stated that the Pierce Plant should be de-commissioned. He wanted to know who would have the last word on what happens to the building, the Council or the P.U.C.? The study currently being performed on this issue should be available to every Councilor presently serving as well as those running for office next year. Everyone of those individuals should be involved in that decision. They should receive the report before they could discuss what they want to do with the plant. The equipment is obsolete, it is a bunch of junk in the plant. There is very little to salvage. If future generation is going to be done in Wallingford it will require very little space. Due to modern technology they no longer have huge furnaces and generators to produce the electricity. The building is in perfect shape and it would be a shame to tear it down.

He went on to say, with regards to the air conditioning in the Town Hall, it has not worked from day one. It must have cost over \$500,000 to install the air conditioning in this building and it has never worked right. Over the years we have spent an additional \$100,000 to repair it and it still hasn't been fixed right. Now we are buying individual units for windows. Somewhere along the line someone did not do their job because we never had a guarantee on the system. They created a lot of leaks in the roof by placing the large unit there. Many times he has entered the building when it is raining and there are buckets all along the halls to catch the leaks. As good as this building looks outside, they did a terrible job inside. The Town Clerk's Office is always hot, the air conditioning is running late at night when there is no one in the offices, there are too many problems with the system. Somewhere along the line, someone fouled up.

Mr. Wasilewski then asked the Mayor, have we hired a Personnel Director yet? This is not like the Mr. Mayor we know, to let this go on for three years. A Personnel Director should have been on board or the current Acting Personnel Director should have been given the job, one way or another. Someone is not being treated very fairly. It is very hard to believe that the Mayor would prolong this issue for three years.

Mayor Dickinson responded, you will soon be pleased.

Peter Wasilewski, 164 High Hill Road stated, back on July 25, 1995 at the Town Council Meeting the Mayor stated, "should any governmental entity issue an order that it knows to be unreasonable..", at the last Planning & Zoning Commission meeting last week they threw out the performance standards. They did solicit the South Central Regional Council of Governments' opinion on the changes the P&Z was making. A letter was received back which stated that it was their opinion that the Wallingford Planning and Zoning Commission should consider keeping the district IX performance standards in place in order to be able to respond properly to citizen's complaints. The proposed standards would appear to be too vague and not provide needed technical thresholds for analysis. After soliciting the opinion they still threw out the standards.

Mayor Dickinson asked, did they indicate that they are not going to replace those standards with others?

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Mr. Wasilewski responded, that's correct. There are no standards presently for the IX zone.

Mayor Dickinson stated, he was under the impression that they were going to reference the State standards.

Mr. Wasilewski stated, the P&Z decided that the Town should adopt a noise ordinance to control the noise. He asked if the Town has such a noise ordinance?

It is noted that there is no such ordinance in effect presently.

Mr. Wasilewski suggested that the Town adopt the State Department of Environmental Protection's standards which reads as follows:

- "1. If State's legislature finds and declares that excessive noise is a serious hazard to health, welfare and quality of life of the citizens of the State of Connecticut
2. Exposure to certain levels of noise can result in physiological, psychological and economic damage
3. A substantial body of science and technology exists by which excessive noise may be substantially abated
4. The primary responsibility for control of noise rests with the State and the political subdivisions there
5. Each person has a right to an environment free from noise that may jeopardize his health, safety or welfare."

He added that he has no political agenda nor does he harbor any animosity towards anyone. What he has tried to accomplish by coming before P&Z and the Council is strive to protect his family and property values in this town.

Mayor Dickinson stated, if Planning and Zoning is not intending to adopt any kind of regulation regarding that then perhaps we can take up the issue and see what can be done with an ordinance. Departing from the State standards would create enforcement problems. At the very least adhering to the State standards would be appropriate but they can be adhered to anyway for they prevail whether we have an ordinance or not. We can obtain an answer on that issue. If we don't have an ordinance the State standards may have to be adhered to. We will get an answer on that problem. If it is the case then that means enforcing that standard. If the State is not going to do it then we would have to hire an expert and see that it is enforced in Wallingford.

Mr. Wasilewski responded, the expert that the Town hired originally had suggested adding those State standards in the performance standards and deleting what the Town had. The P&Z did not take his advice and the Town paid this expert. Again, what did the Town pay this expert?

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Mayor Dickinson was not yet aware of what the bills were for the expert. We can pursue the issue of enforcing the State standards. If it requires an ordinance, we can deal with that.

Mr. Wasilewski asked, how long do I have to wait for an answer on that? I have been waiting months and months.

Mayor Dickinson responded, Atty. Mantzaris should have an answer by the end of the week as to whether or not the State standard is enforceable in Wallingford.

Mr. Zandri stated that he was present at the P&Z meeting that night at which time it was stated that they would be forwarding a letter to the Ordinance Committee of the Council requesting the adoption of a town-wide noise ordinance.

Mr. Solinsky asked, how does this leave the new site? Wasn't Atty. Small holding up the building permit on the new helipad?

Mayor Dickinson responded, he believed that Bristol-Myers would have to go back in with an application on the....he is not sure of the status of the application on the new helipad. Wasn't it withdrawn?

Mr. Wasilewski responded, no, the special permit was given. They held up the building permit until the noise issue can be settled. The way they settled it was to eliminate the standards.

Mayor Dickinson feels that the State standards are still operable and prevail. They will be evaluated and we will find out if they are enforceable.

Mr. Solinsky asked, is the building permit going to be issued on the new helipad?

Mayor Dickinson could not answer that question at this point in time without knowing the legal side of the issue. He will need to touch base with the Law Department.

Mr. Wasilewski stated that big business always gets their way and it will stay that way.

Mayor Dickinson responded, for the past eight years the single helipad has been utilized. He understood Mr. Wasilewski's concerns over the new helipad but the existing pad has been used for eight years without resistance to it.

Mr. Wasilewski answered, you have an individual working in the Town Planner's Office who agrees with Bristol Myers' attorney. The Planning and Zoning Commission should decide. The Assistant Town Planner sent out a letter to Bristol Myers asking them to show what their compliance will be with regards to the noise and vibration in the standards. It was because of Mr. Wasilewski bringing the issue to their attention that the letter was sent. The response received back was that the applicant's attorney and the Town Planner do not feel that Section 4.9g is applicable in this case. This dates back to June 14, 1993.

The commission, on four different occasions with four different issues, have changed the regulations.

Mayor Dickinson pointed out that this issue deals with the new helipad. The old one has been used for the past eight years. You are coloring it that big business gets everything but the fact of the matter is that Bristol Myers has been able to use the existing helipad since they first opened. It is not a new issue.

Mr. Wasilewski responded, they can continue to use the existing helipad if they change their flight patterns and appear before ZBA to obtain a variance. By pushing the complaint on the new helipad it proved that they do not comply with the performance standards. If they can't do it with one helicopter landing how are they going to comply if they double the size of the helipad and put two there and move it six hundred feet away from my property? They got their way. They pushed the issue and I went after the new helipad and pushed back.

Mr. Killen stated, P&Z not only did away with the standards that they had but they adopted one to replace it in which they used language something to the effect that stated, people should be kept free from unreasonable noise. "Unreasonable" is as vague as you can get. To adopt that as a standard is the height of idiocy. What do you measure unreasonable by? Then they decided to dump it all in the laps of the Ordinance Committee. Mr. Wasilewski has spent thousands of dollars fighting the town for his own right to peace of mind and he is not getting anything but double-talk.

Mrs. Duryea asked, why can't the Town ask Bristol Myers to re-direct their helicopter traffic until this is settled? She, too, lives in the pattern of their traffic and when it passes over head it wakes the children in her day care business. It is extremely loud. She sympathizes with Mr. Wasilewski.

Mayor Dickinson responded, it is possible to do so, this is the first time that he is hearing that the issue is re-directing the flight pattern on the existing helipad. He needs to know which flight pattern is better.

Mrs. Duryea responded, a pattern that does not pass over a residential area would be better.

Mayor Dickinson answered, any pattern will pass over some residential area. It is not possible to reach their destination without doing so. We can make an effort to offer that solution. We must also remember that there is air traffic entering and leaving Meriden-Markham Airport which may influence Bristol Myers' flight pattern.

Lester Slie, 18 Green Street stated that on several occasions occurring approximately 2-3:00 a.m. the trash to energy or American Cyanamid plants are emitting a loud blast of air with a foul odor or medicine smell which is so offensive residents in the area awake to close their windows. He is fearful that something harmful is being omitted into the air and the residents of South Main Street are being

August 22, 1995

subjected to it. This issue was complained about a long time ago and still nothing has been done. Please check into it.

Mr. Gouveia noted that all the Councilors were in receipt of the minutes of the CRRA Board of Directors Meeting held recently at which time a contract for bulky waste in Wallingford was voted upon as was an agreement with Wheelabrator. Neither document was appended to the minutes of that meeting. He requested that the Town Council Secretary contact CRRA to obtain copies of those documents.

ITEM #10 Consider and Approve Authorizing the Mayor to Enter Into an Agreement for the Purchase and Installation of an Automated Flood Warning System in the Town of Wallingford - Mayor's Office

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

Don Roe, Program Planner explained that D.E.P. will undertake the project and the Town will send its share of the cost, \$13,200., to D.E.P. upon completion of the project. Contained in the agreement (Appendix VI) is information about the project, where the repeater, the flood gauge, precipitation gauge and base station are all located.

Mr. Knight noted that paragraph #1 on page #3 clearly states the exact cost of the project, however paragraph #4 states that the State or Town may abandon the project if the costs become excessive. He asked Mr. Roe to explain why the agreement is written this way.

Mr. Roe explained that the cost identified is an estimate based on the fact that the State has performed these installations elsewhere and this is the pricing that they have experienced. If, in fact, it exceeds the \$40,058.55 cost, it still may be something that there would be interest in participating in. But at least in terms of getting the project going and off dead center, this is what the agreement accomplishes. If, when they go out to bid and they receive bids that exceed that amount, then we would perform an evaluation and come back to the Council.

Mr. Knight asked, is Southington's similar to what the State proposes for us?

Mr. Roe responded, yes, basically.

Mr. Knight asked, what has this system done for Southington?

Mr. Roes answered, it gives the Town an additional amount of time to react to a storm event. By collecting the data up and down the watershed area, it gives the capability of advancing information in a quicker fashion.

Mr. Knight asked, is there any estimate on how much more time is gained in the warning?

Mr. Roes responded, it depends on the nature of the event but in terms of his recollection at the discussions at the January meetings, there were times mentioned such as one, two or three hours.

Peter Struble, Assistant Fire Chief stated, if you go back to the 1992 flood when Mr. Killen was out there at 3:00 a.m., a decision was made on the spot at that time that the river was overflowing and we needed to evacuate. Ten or fifteen minutes with data that we could count on, would have made a big difference there. From what we heard from the D.E.P., that event in 1992 was a torrential downpour and a matter of an hour or an hour and one-half would have made a difference then. The system gives hard data that the river is rising. In 1992 the hard data that the river was rising was one of his fire officers standing on the bank saying, "Chief, I think it's coming over." At that point you then have to tell forty some odd people that they have to leave their home.

Mr. Knight asked, how many people are living within the 100 year flood plain area?

Mr. Roe could not provide that exact number.

Mr. Zandri asked, will there be any part of this system coordinated with when Hanover Pond will open up?

Mr. Roe responded, the river gauges respond to that. Meriden is supposed to be notifying the Town of Wallingford when they take that kind of action.

Mr. Zandri responded, that was supposed to be the procedure last time and wasn't. That flood gate should be tied into the alarm system.

Mr. Roe stated, although Mr. Zandri seems to feel that the opening of the flood gate in Meriden was a dominant piece of the event, D.E.P. does not believe that to be so.

Mr. Rys stated, the entire Quinnipiac River flows through several different towns and out to the ocean. Depending on what the tide of the ocean is, when someone decides to release water upstream, that could cause serious problems. That could have factored into the issue also. He hoped that this system is not being proposed simply to pacify some people in a specific area because we need to still look in that one area near Garden Road, either put up a dike or relocate the families. Instituting the alarm system should not be done just to pacify those people in that area.

Mr. Gouveia pointed out that the cover letter from the Mayor states that this system is being proposed for the purpose of enhancing the protection of life and property along the Quinnipiac River. It seems ironic since it is the actions of the Town or lack of action on the part of the Town which has created this situation to begin with. This \$13,000 is the first of many dollars to be spent because of that situation. He asked if the Town will have to grant easements or rights-of-way?

Mr. Roe stated, there are two pieces of equipment that need to be located. One repeater unit will be placed on the top of the Town Hall roof and the second piece of equipment, which is a gauge, is out at the McKenzie Reservoir facility. The Water Division has reviewed this

August 22, 1995

and does not see a problem with it. There are no easements being sought on private property.

Mr. Solinsky pointed out that the State is looking for action on this matter through the Flood and Erosion Control Board of the Town.

Mr. Roe responded, the Town Council is said board, therefore it can be approved by the Council tonight.

Mr. Solinsky disagreed stating that the agreement specifically references action through the Flood and Erosion Control Board.

Debra _____, 34 Garden Road stated that she would have liked to thank the Mayor for informing the residents of Garden Road that this issue was on the agenda this evening, but since he didn't notify them she will thank Susan Duryea for doing so. She encouraged the Council to follow the right channels to approve this so that it can move forward.

Mr. Roe explained that Susan Duryea called the residents only one hour before Mr. Roe, himself, placed the same call.

Pat Melillo, 15 Haller Place in Yalesville stated that this agreement should not be approved for the system will not be effective.

Mr. Zappala asked if the residents of Garden Road have unanimously agreed to a buy out or diking of the area?

Mr. Roe responded, no.

Mr. Zappala pointed out that it is the choice of some of the residents to remain at their homesites.

Motion was amended by Mrs. Duryea to Approve the Agreement Contingent Upon Approval of the Agreement by the Flood and Erosion Control Board, seconded by Mr. Zappala.

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

A meeting of the Flood and Erosion Control Board will be scheduled for this topic.

ITEM #11 Consider and Approve a Transfer of Funds in the Amount of \$13,220 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Fire Department Town Cost Automated Flood Warning System Acct. #001-2030-999-9945 - Mayor

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

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

The Chair declared a five minute recess at this point in time.

ITEM #12 Consider and Approve Authorizing the Mayor to Enter Into a Lease and Supervisory Agreement with the Greater New Haven Transit District for New Vehicles Being Utilized by Wallingford's Committee on Aging - Mayor

Motion was made by Mrs. Duryea to Approve the Agreement and to Append a Copy of It to the Minutes (Appendix VII) seconded by Mr. Rys.

It was noted that the vehicles were already in use, according to Virginia Phillips, Executive Director of the Wallingford Senior Center as stated in her correspondence to Mayor Dickinson dated July 25, 1995, therefore the Council was being asked to approve the lease agreement after the fact.

It was also noted that Schedule B, page #12 was absent of the information which should state in which geographical area the vehicles will be operated.

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

ITEM #13 Consider and Approve Tax Refunds (#13-16 & #17-18) in an Amount Totalling \$838.85 - Tax Collector

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

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

ITEM #14 SET A PUBLIC HEARING for September 12, 1995 at 7:45 P.M. on an Ordinance Appropriating \$250,000 for Repair/Improvement of the South Turnpike Road and Grieb Road Bridges and Authorizing the Issue of \$250,000 Bonds of the Town to Meet Said Appropriation and Pending the Issue Thereof the Making of Temporary Borrowings for Such Purpose

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

ITEM #15 Approve and Accept the Minutes of the July 25, 1995 Town Council Meeting

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

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

ITEM #Addendum 16 Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes with Respect to Pending Litigation

Motion was made by Mrs. Duryea to Enter Into Executive Session, seconded by Mr. Killen.

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

August 22, 1995

Present in Executive Session were Mayor Dickinson, Atty. Mantzaris; Atty. Dennis Ciccarillo, Police Chief Douglas Dortenzio and all Councilors with the exception of Ms. Papale.

Motion was made by Mrs. Duryea to Exit the Executive Session, seconded by Mr. Killen.

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

Motion was made by Mrs. Duryea to Authorize the Appeal of Arbitration Award 12 E 390 25 94 dated August 15, 1995 as Discussed in Executive Session, seconded by Mr. Killen.

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

Motion was made by Mr. Rys to Adjourn the Meeting, seconded by Mrs. Duryea.

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

There being no further business the meeting adjourned at 10:53 P.M.

Meeting recorded and transcribed by:

Kathryn F. Milano
Kathryn F. Milano
Town Council Secretary

Approved by:

Thomas D. Solinsky
Thomas D. Solinsky, Chairman

9-12-95

Date

Kathryn J. Wall
Kathryn J. Wall, Town Clerk

September 12, 1995
Date



Town of Wallingford, Connecticut

RESOLUTION

WHEREAS, the Wallingford Transit District was established in 1969 to oversee the public transportation system in our community, and

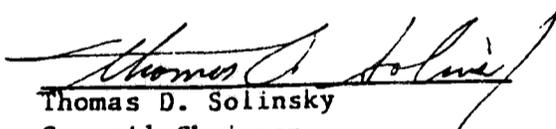
WHEREAS, members of the District include Roger DeBaise, President, Eugene Dauplaise, Treasurer, Daniel Lucas, Secretary and Ann Pikor who have served in their respective positions for over twenty years; and Michael Denino, Co-Chairman, Richard Heffern and Stephen Knight. Brenda Avallone has also served as Manager of the Transit District for nineteen years, and

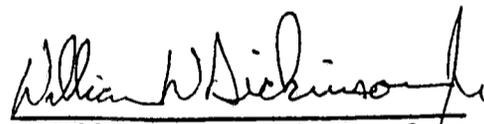
WHEREAS, the Transit District offices have closed effective June 23, 1995.

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

That Roger DeBaise, Eugene Dauplaise, Daniel Lucas, Ann Pikor, Michael Denino, Richard Heffern and Stephen Knight are to be given the highest praise and recognition for their years of outstanding volunteer service to the Town of Wallingford. We commend their dedicated and conscientious efforts to meet the public transportation needs of our community. We also extend a sincere thank you to Brenda Avallone for her many years of service in managing the Transit Office. We applaud the Wallingford Transit District for a job well done.

Dated at Wallingford, Connecticut this 22nd day of August, 1995.


Thomas D. Solinsky
Council Chairman


William W. Dickinson, Jr.
Mayor



printed on 100% recycled paper

CERTIFIED RESOLUTION OF LOCAL AGENCY

Certified a true copy of a resolution duly adopted by the Town Council of the Town of Wallingford at its meeting on _____, and which has not been rescinded or modified in any way whatsoever.

_____ Date _____ Clerk _____ Secretary

WHEREAS, it is desirable and in the public interest that the TOWN OF WALLINGFORD make application to the Department of Social Services in such amounts as may be made available for undertaking a Social Service Block Grant Program..

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WALLINGFORD that the Mayor, William W. Dickinson, Jr., file such application with the Department of Social Services, to provide such additional information as may be requested, to enter into and amend contractual instruments in the name and on behalf of the Town and to act as the authorized representative of the Town.

CERTIFIED RESOLUTION OF LOCAL AGENCY

Certified a true copy of a resolution duly adopted by the Town Council of the Town of Wallingford at its meeting on _____, and which has not been rescinded or modified in any way whatsoever.

Date

Clerk

Secretary

WHEREAS, it is desirable and in the public interest that the TOWN OF WALLINGFORD make application to the Department of Social Services in such amounts as may be made available for undertaking a Community Service Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WALLINGFORD that the Mayor, William W. Dickinson, Jr., file such application with the Department of Social Services, to provide such additional information as may be requested, to enter into and amend contractual instruments in the name and on behalf of the Town and to act as the authorized representative of the Town.

CERTIFIED RESOLUTION OF THE TOWN OF WALLINGFORD

Certified a true copy of a resolution duly adopted by the Town of Wallingford at a meeting of its Town Council on _____, (Date) and which has not been rescinded or modified in any way whatsoever.

(Date) (Clerk) (Secretary)

(SEAL)

WHEREAS, PURSUANT TO Ct. General Statutes 21a-274a, the Office of Policy and Management is authorized to extend financial assistance to municipalities; and

WHEREAS, it is desirable and in the public interest that the Town of Wallingford make application to the State in such amounts as may be available for undertaking a Drug Enforcement Program and, to execute a Grant Action Request therefore.

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

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Ct. General Statutes 21a-274a.
2. That it recognizes the responsibility for the provision of local grant-in-aids to the extent that they are necessary and required for said program.
3. That the filing of an application by the Town is hereby approved and that the Mayor is hereby authorized and directed to execute and file such application with the Office of Policy and Management, to provide such additional information as may be requested, to execute a Grant Action Request with the State of Connecticut for state financial assistance if such an agreement is offered, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the Town.

DAVID HENRY BARKIN
ARCHITECT

3 August, 1995

Mr. Thomas D. Solinsky
Chairman Town Council
Town Council Office
45 South Main Street
Wallingford, CT 06492

Dear Mr. Solinsky:

I have been a homeowner in Wallingford for the past eight years residing at 207 South Main Street and recently had an opportunity to discuss the Town of Wallingford's procedures for procurement of Architectural & Engineering Services with Bert Killen. I honestly feel that the Town's selection process is seriously flawed in that neither the Town nor its Architectural & Engineering consultants are being served to their best interests.

At Mr. Killen's suggestion, I am writing you to be placed on the agenda of an upcoming Town Council Meeting to discuss this process as it is currently employed and offer some suggestions for a different model of procurement based on more successful models utilized in other municipalities and by other public agencies.

As I am not on your regular mailing of the Council agenda, I would appreciate it if I could be notified as to when I will be permitted to present my thoughts to you and the rest of the members of Wallingford's Town Council. I look forward to this opportunity.

Sincerely,



David H. Barkin AIA

DHB/mcs

cc: Mr. Albert Killen

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Appendix VI



OFFICE OF THE MAYOR
TOWN OF WALLINGFORD
CONNECTICUT

WILLIAM W. DICKINSON, JR.
MAYOR

August 14, 1995

Wallingford Town Council
Wallingford, CT 06492

Att: Thomas D. Solinsky, Chairman

Dear Council Members:

The Town has received from the State a proposed agreement for the installation of an Automated Flood Warning System. The purpose of this system is to further enhance the protection of life and property along the Quinnipiac River. The agreement stipulates that the Town provide one-third of the cost of the system and is further obliged to on-going maintenance of the base station equipment.

At this point the request to the Council is to authorize the Mayor to enter into this agreement and to provide the Town match of \$13,220 for the project. The on-going maintenance expenses to the Town are estimated to amount to a yearly average of \$1,000.00.

If you should have any questions prior to the meeting about this matter, please contact Donald Roe at 294-2060.

Sincerely,

William W. Dickinson, Jr.
Mayor

WWD:eb

cc. Roger Dann
Wayne Lefebvre
Donald Roe

AGREEMENT FOR THE PURCHASE
AND INSTALLATION OF AN AUTOMATED
FLOOD WARNING SYSTEM
IN THE TOWN OF WALLINGFORD,
CONNECTICUT

THIS AGREEMENT, made this ____ day of _____, 1995 by and between the STATE OF CONNECTICUT, acting herein by Arthur Rocque Jr., its Deputy Commissioner of Environmental Protection, duly authorized, under the provisions of Section 22a-6a(2) of the General Statutes of Connecticut, hereinafter called the STATE, and the TOWN of Wallingford in the County of New Haven and the State of Connecticut, acting herein by William Dickinson, its duly authorized Mayor, herein after referred to as the TOWN or Contractor.

WITNESSETH THAT:

WHEREAS, the parties hereto agree to the need for an Automated Flood Warning System in Wallingford, Connecticut to reduce damages and expenses incurred as a result of flooding along the Quinnipiac River, and the protection of Life and Property from the flooding of the Quinnipiac River; and

WHEREAS, The TOWN of Wallingford acting through its TOWN Council has secured funding not exceeding Thirteen Thousand, Two Hundred Nineteen Dollars and Thirty Two Cents (\$13,219.32) for the design, purchase and installation of an Automated Flood Warning System in the TOWN of Wallingford; and

WHEREAS, Section 2-(d)-(4) of Special Act No. 84-54 of the State of Connecticut authorized the sale of bonds for Installation of an Automated Flood Warning System in the TOWN of Wallingford, of which the State will provide funds not exceeding Twenty Six Thousand, Eight Hundred and Thirty Nine Dollars and Twenty Three Cents (\$26,839.23); and

WHEREAS, The STATE will in the first instance bear all costs of such purchase and installation of field equipment and computer hardware and software to be cost

shared by the TOWN as outlined in the design of the Wallingford Flood Warning System entitled "Wallingford Flood Warning System Design" which is attached hereto as "Attachment B" and made part hereof; and

WHEREAS, The flood warning system will provide greater flood warning time, and remote monitoring of the Quinnipiac river; and

WHEREAS, it is necessary to perform field surveys and engineering design work for the purpose of preparing detailed plans and specifications prior to the installation of the Automated Flood Warning System.

NOW, THEREFORE; it is mutually agreed by and between the parties hereto, in consideration of the mutual promises herein contained, that;

THE TOWN AGREES TO:

1. The TOWN shall bear the cost of the replacement of worn or defective computerized and radio receiver equipment located at the base station during the life of the project and the STATE shall provide the labor necessary for maintenance of the flood warning system base station equipment.
2. The TOWN shall reimburse the STATE monthly, or as billed, after proof of expenditure by the STATE has been filed with and accepted by the TOWN for such purchase and installation of field equipment and computer hardware and software, in an amount not to exceed Thirteen Thousand, Two Hundred Nineteen Dollars and Thirty Two Cents (\$13,219.32).
3. The TOWN shall provide copies of all relative correspondence and all prepared documents.
4. The TOWN agrees to provide the necessary permits and licenses, as are required by law for the project, and to provide the STATE with such easements or right-of-ways as may be necessary for expeditious

completion of construction and permanent operation and maintenance of the Automated Flood Warning System to be built.

THE STATE AGREES TO:

1. The STATE shall bear in the first instance all costs involved in the purchase and installation of the Automated Flood Warning System, not to exceed Forty Thousand, and Fifty Eight Dollars and Fifty Five Cents (\$40,058.55) to be cost shared by the TOWN at a rate of 33%.
2. The eligible State costs shall be those necessary for the Installation of the Automated Flood Warning System and shall not include costs to improve other public or private facilities.
3. The STATE shall bear the cost of maintaining and replacing worn or defective field equipment consisting of the rainfall and river gauging stations, and radio repeater for the life of the project.
4. Either the STATE or the TOWN may abandon the proposed project if it is established by either the STATE or the TOWN that the cost of construction is determined to be excessive. Written notice of such abandonment shall be given to the other party and delivered by registered or certified mail. In the event the TOWN abandons the project, the STATE shall receive written notice of the abandonment from the Mayor. In the event the STATE abandons the project, the TOWN will receive written notice from the Commissioner of the Department of Environmental Protection. All work performed by the STATE is eligible for reimbursement as outlined in "Attachment B" prior to the notice of abandonment shall be reimbursed and both parties shall be released from any further obligations under the contract.
5. This contract is subject to the provisions of Executive Order No. Three

of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that the materials and installations must conform fully to Connecticut State Building codes.

6. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a part to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in regard to listing all employment openings with the Connecticut State Employment Service.
7. Attachment A entitled "Pursuant to Section 4a-60 of the Connecticut

General Statutes and Public Acts 91-407, Section 8 and 91-58, Section 16 (b) " pages 1-2, are incorporated herein and made a part of this agreement. For purposes of Paragraph 7 only "Contractor" shall mean the "Town".

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above mentioned.

WITNESSES:

STATE OF CONNECTICUT

By: _____
Art Rocque Jr.
Its Deputy Commissioner of
Environmental Protection

WITNESSES:

TOWN OF WALLINGFORD, CONNECTICUT
Acting through its Flood and
Erosion Control Board

By: _____
William Dickinson
Mayor
Duly Authorized

APPROVED AS TO FORM:

Deputy Attorney General

Date: _____

FUNDS AVAILABLE:

Date: _____

WALLINGFORD FLOOD WARNING SYSTEM

DESIGN

(ATTACHMENT B)

Contents	Page
Design Summary	1
Description of Gauges & Computer	2
Location Map	3
Materials and Cost	4
State Equipment Specifications	6

Wallingford Flood Warning System Design

DESIGN SUMMARY

The Wallingford Automated Flood Warning System is being installed to provide greater warning time to the Town in the event of flooding along the Quinnipiac River. The Flood Warning System will consist of two rainfall gauges at the MacKenzie Reservoir and at the State Police Academy in Meriden, and a river gauge on the Quinnipiac river. Rainfall and river data from these gauges, along with data from the existing Southington Flood Warning System, and the South Central Connecticut Regional Water Authority (See Page 3) monitoring system will be transmitted to Wallingford, and the National Weather Service (NWS) and the Department of Environmental Protection (DEP) at the same time.

A computer base station will be installed at the Wallingford Fire Department on 75 Masonic Ave., and will automatically store the incoming rainfall and river in a computer database. At least two persons working at the Fire Department will receive special training from the State DEP in the operation of the computer. The Flood Warning System will operate 24 hours a day, and rainfall and flooding alarms will be set to alert Fire Department personnel to the threat of flooding.

The Wallingford flood warning computer will also be linked via modem into the Statewide Flood Warning Computer Network base stations in Hartford. This link will enable Fire Department personnel to view rainfall and river conditions across the rest of Connecticut on an as needed basis.

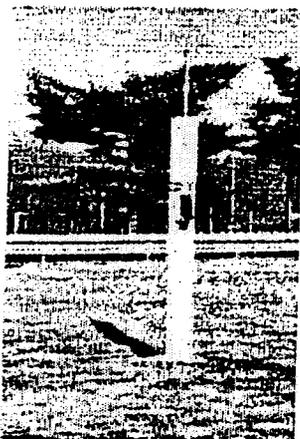
The Town of Wallingford should designate a location within the Fire Department for the computer base station that is staffed 24 hours a day. The computer base station will fit within the dimensions of an average 3 shelf computer stand measuring roughly 2' L x 3' W x 3' High. The computer and radio receiver equipment will require 4 110/120 volt outlets within 6 feet of the computer, and a phone line (Standard RJ11 Jack) for the modem.

Installation and programming of the flood warning system software will be performed by the State at no cost to the Town. Attached is a list of specifications and equipment (See Table 1) which the State of Connecticut will purchase, and the vendor will install. The Town will reimburse the State for 33% of the total cost for the purchase and installation of the Flood Warning System.

Once the Flood Warning System is installed and operational, the State DEP in cooperation with the U.S.D.A. Natural Resources Conservation Service (NRCS) will survey and prepare individual flood audits for selected businesses and homeowners living within the 100 year floodplain of the Quinnipiac River in Wallingford.

Wallingford Flood Warning System Design

DESCRIPTION OF GAUGES AND BASE STATION



Automated Rainfall Gauge

State Police Academy Rainfall Gauge

A standard automated rainfall gauge will be used for this site. This type of rainfall gauge is enclosed within a standpipe that is approximately 12 feet high and 12 inches wide. There is an opening at the top of the standpipe where rainfall enters the gauge, and a transmitting antenna is connected to the standpipe. This gauge is battery powered with a solar panel for charging the battery.

McKenzie Reservoir Rainfall Gauge

A standard automated rainfall gauge will be used for this site. This type of rainfall gauge is enclosed within a standpipe that is approximately 12 feet high and 12 inches wide. There is an opening at the top of the standpipe where rainfall enters the gauge, and a transmitting antenna is connected to the standpipe. This gauge is battery powered with a solar panel for charging the battery.



Computer Base Station

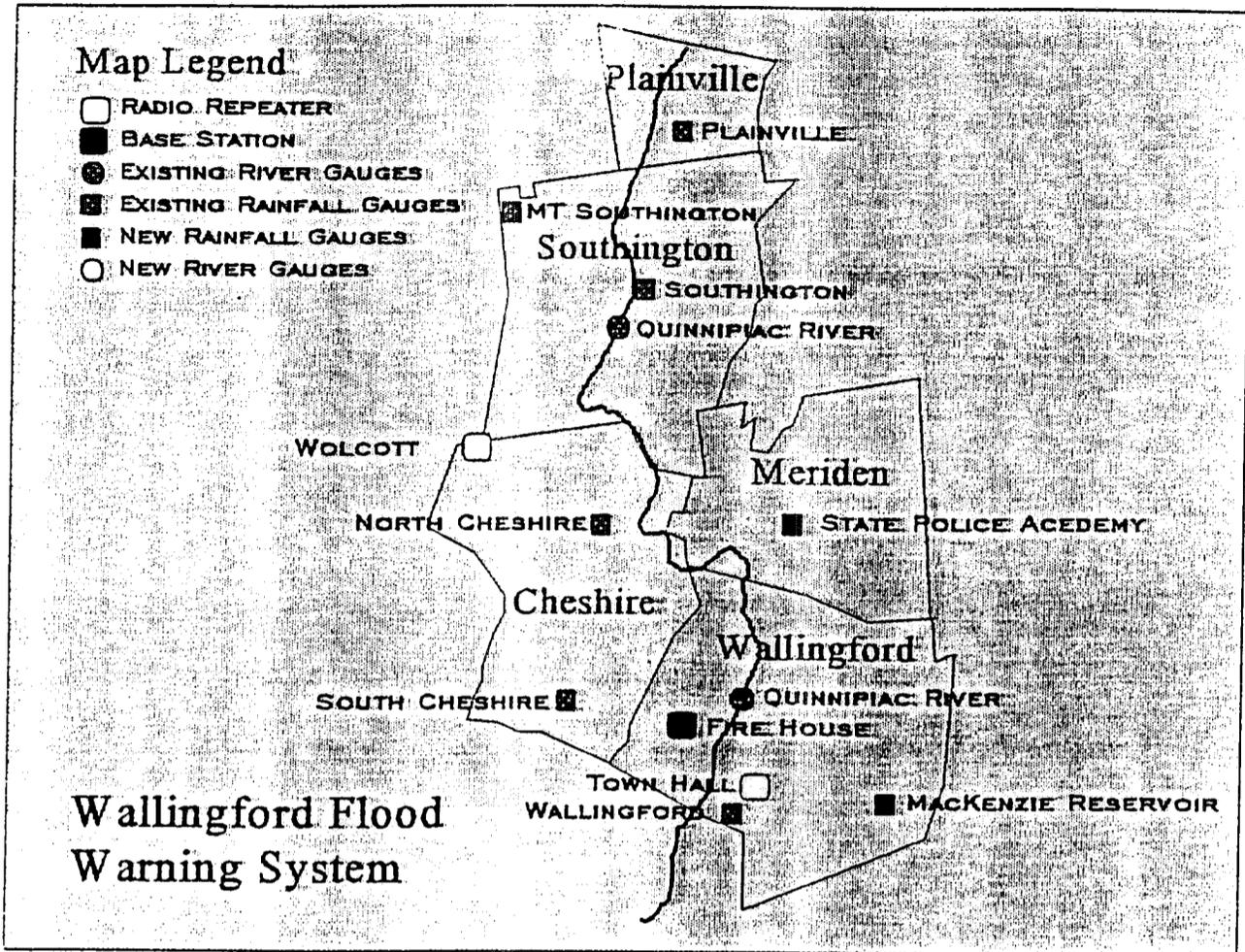
Quinnipiac River Gauge

The existing U.S.G.S. gauge building on the Quinnipiac River in Wallingford will be retrofitted with a new pressure transducer and a transmitter. The pressure transducer will transmit the elevation of the Quinnipiac River whenever a change of greater than 1/10 foot occurs.

Computer Base Station At Fire Department

A 486-Class computer coupled with a data receiver/decoder, printer and modem will be used at the Fire Department to receive the rainfall and river data. Two staff members at the Fire Department will receive training from the DEP on the use of the flood warning system software.

Wallingford Flood Warning System Design



Wallingford Flood Warning System Design

TABLE 1 - WALLINGFORD FLOOD WARNING SYSTEM - DESIGN			
COMPONENTS	DESCRIPTION	QUANTITY	COST
BASE STATION			
At Fire Dept.			
	6 dB VHF Omni Antenna	1	885.00
	Cable & Matching PL Type Connectors (Max 60 FT)	40 Ft	160.00
	Receiver/Decoder VHF	1	1,995.00
	Lightning Arrestor	1	110.00
	500VA 60Hz Battery Backup - Internal Battery	1	600.00
	Data Command Ver 4.10	1	4,500.00
	QNX Operating System Software Ver 4.0	1	850.00
	300 DPI Inkjet Printer	1	500.00
	100% IBM Compatible Computer Specifications: 486DX/66MHz, 500 MB HD, 1:44 MB FD, 16 MB RAM, SVGA Monitor w/.28 dot pitch 14.4 Fax Modem	1	2,000.00
	Computer Stand	1	300.00
		Cost	11,900.00
RIVER GAUGE CO-LOCATED WITH U.S.G.S.			
At Quinnipiac River In Wallingford			
	Pressure transducer with transmitter/antenna & 25' cable.	1	2,230.00
		Cost	2,230.00
PRECIPITATION GAUGES			
At MacKenzie Reservoir & Police Academy			
	Self reporting rain station w/solar panel	2	8,620.00
		Cost	8,620.00

Continued on Next Page...

Wallingford Flood Warning System Design

COMPONENTS	DESCRIPTION	QUANTITY	COST
RADIO REPEATER At Town Hall.			
	Smart Repeater Desktop Enclosure	1	2,995.00
			Cost 2,995.00
INSTALLATION BY VENDOR 3 Days			
	Travel en route 1 day each way	2	800.00
	Air Fare	1	750.00
	Salary	1	1,200.00
	Rental Car	1	225.00
	Lodging	1	450.00
			Cost 3,425.00
FLOOD AUDITS PERFORMED BY NRCS			
	Flood Audit Including Surveys	65	8,981.00
			Cost 8,981.00
		Sub Total	38,151.00
		5% Contingency	1,907.00
		Grand Total	\$40,058.00
COST SHARING PLAN			
	State 67%		\$26,838.86
	Town 33%		\$13,219.14

Wallingford Flood Warning System Design

STATE OF CONNECTICUT REQUIRED GAGE SPECIFICATIONS

The State of Connecticut requires its vendors of automated weather sensors to meet or exceed the minimum specifications listed below. The State of Connecticut DEP uses these specifications when ordering replacement parts for existing gages, or purchasing new gages.

SCOPE

This specification covers gage components which are universal to each individual gage type used to provide automated flood monitoring in Connecticut.

GENERAL

- a) The gage shall be supplied with a battery-photovoltaic power system capable of supplying power to the gage continuously under ordinary operating conditions.
- b) The communications format and protocol must be compatible with the local flood warning system's 300 baud, (ALERT), standards.
- c) All electronic equipment will be enclosed in a moisture-proof case to prevent water and moisture damage. The only exception to this specification will be made for equipment that has to come into direct contact with the environment to make a measurement.
- d) Unless specifically specified, all equipment, accessories, hardware, etc. necessary for the installation and operation of the gage will be supplied at no extra cost by the vendor of the equipment.
- e) The gage shall comply with all FCC rules and regulations in effect at the time of the sale.

TRANSMITTER

- a) The transmitter shall be capable of operating in the frequency range of 150 MHz to 174 MHz with a stability of 0.0005% over the temperature range of -30 C to +60 C.
- b) The RF output power shall be adjustable up to at least 10 watts.
- c) The transmitter shall be Frequency modulated (FM) or Phase Modulated (PM) and capable of, and limited so as not to exceed, ± 5 KHz of deviation.
- d) Provisions must be made so that the gage will not become obsolete should the FCC decide to change the bandwidth requirements to accommodate 12.5 KHz channel spacing.
- e) FM hum and noise shall not be less than 50 db below 2/3 rated system deviation when modulated with a 1 KHz signal.
- f) Spurious signals and harmonics shall not be less than 50 db below carrier at rated RF power output.

TIPPING BUCKET ASSEMBLY

- a) The tipping bucket collection orifice shall be 12" in diameter and contain the necessary screens to keep small debris from blocking the water flow.
- b) Each tip of the bucket shall represent 1 mm of rainfall collected in the 12" collection orifice.
- c) The capacity of the tipping bucket assembly shall be unlimited.
- d) The tipping bucket shall be interfaced to a digital channel of the DCP.

DATA COLLECTION PLATFORM (DCP)

- a) Except for wind run, all digital channels shall have a cycle size of 2048.
- b) Except for wind direction, all analog channels shall have a cycle size of 256.
- c) Except for wind speed and direction, every channel shall have a unique ID number.
- d) Wind speed and direction shall be combined using a single mx number.
 - I. Wind run shall be made on a digital channel with a cycle size of 32.
 - II. Wind direction shall be made on an analog channel with a cycle size of 64.
- e) The ID numbers must be field programmable. Fixed offsets with one adjustable ID number will be acceptable.
- f) All ID numbers must be between 0 and 8191.
- g) Except for wind speed and direction, all channels shall report at least every 12 hrs. automatically.
- h) The time between transmissions shall be adjustable from once every five minutes to once every twelve hours on the analog channels.
- d) All digital parameters must be compatible with "ALERT" standards.

Wallingford Flood Warning System Design

DOCUMENTATION

Documentation of the gage will be provided by the manufacturer so as to facilitate the repair of the gage to the component level by the State of Connecticut's technicians.

The documentation will consist of:

- (I) Schematic diagrams of all the electronics.
- (II) Electrical and mechanical parts lists.
- (III) Part locator diagrams.
- (IV) Theory of operation.
- (V) Calibration procedures for all equipment.

WARRANTY

All equipment and components shall be warranted against defects in workmanship and materials. The warranty will cover parts and labor for one year and will take effect at the time when the installation is accepted by the State.



Wallingford Senior Center

(12)

WALLINGFORD COMMITTEE ON AGING INC.

July 25, 1995

RECEIVED
MAYOR'S OFFICE
95 JUL 26 P 11 2:06

Mayor William Dickinson
Town Hall
45 South Main Street
Wallingford CT 06492

Dear Mayor Dickinson:

Enclosed you will find two copies of the Lease and Supervisory Agreement with the Greater New Haven Transit District for the new vehicles currently being used and maintained by the Wallingford Committee On Aging.

Since the vehicles are officially leased by you and sub-leased to us, it is necessary for your office to sign the agreement on page 10.

In the event you have not as yet seen them, the new vehicles are bright and shiny, a welcome improvement in our transportation service. Please speak with me if you are interested in a news release and photo announcing the arrival of the new busses and we can schedule a convenient time.

We appreciate the cooperation of your office in obtaining these new vehicles.

Very truly yours,

A handwritten signature in cursive script that reads "Virginia Phillips".

Virginia Phillips
Executive Director

VP/mgm

LEASE & SUPERVISORY AGREEMENT

by and between

GREATER NEW HAVEN TRANSIT DISTRICT

and

Wallingford Senior Center

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LEASE & SUPERVISORY AGREEMENT

This Lease Agreement entered into this _____ day of _____ 199____, and is to be effective as of the _____ day of _____ 199____, by and between the Greater New Haven Transit District, a governmental authority, with offices at 2319 Whitney Ave., Hamden, Connecticut, 06518 (hereinafter referred to as the Lessor); and _____, a entity duly organized under the laws of the State of Connecticut, with its principle office located at _____, Connecticut (hereinafter referred to as the Lessee).

WITNESSETH:

WHEREAS, The Greater New Haven Transit District is a public entity with an objective of providing door to door transportation to elderly and handicapped individuals living in South-central Connecticut; and duly authorized and empowered to act as a Regional Transit District pursuant to 103 (A) of the Connecticut General Statutes and has all of the powers, authority, and duties enumerated therein; and

WHEREAS, The Greater New Haven Transit District has received funding for the Small Vehicle Acquisition Project as set forth in Section 9 of its Capital Grant Application; and

WHEREAS, The Capital Grant Application requires the vehicles acquired in the Small Vehicle Acquisition Project be utilized by the Greater New Haven Transit District to provide door-to-door elderly and/or disabled transportation service described in the grant application (Small Vehicle Acquisition Project Number indicated in **Schedule A**); and

WHEREAS, The Greater New Haven Transit District is in a position to lease some of its vehicles to other entities within the State of Connecticut; and,

WHEREAS, The parties wish to set forth in writing the terms and conditions of the lease arrangement.

NOW THEREFORE, In consideration of the mutual promises and covenants stated herein, the parties hereby agree as follows:

Section 1. Identification of Parties.

A. The Lessor in this agreement is the Greater New Haven Transit District, a regional transit district. It is organized under the laws of the State of Connecticut and recognized by the Federal Transit Administration and the Connecticut State Department of Transportation as a regional transit district. The term Lessor also means and includes its officers, directors, employees and servants.

B. The Lessee in this agreement is an entity having the same recognition as the Lessor which is set forth in Section 1. paragraph A above. The term Lessee also means and includes its officers, directors, employees and servants.

Section 2. Purpose of Lease.

The Lessor hereby leases to Lessee the vehicle(s) set forth in **Schedule A**, attached including all the special equipment which is attached to the vehicle(s).

The vehicle(s) is to be used only for the purpose of providing transportation to the elderly, disabled and/or handicapped individuals within a defined area which is set forth in **Schedule B (Service Area)** attached to this lease and incorporated by reference. For purposes of this lease the mandate of the constituency to be served is the same for both the Lessor and Lessee and therefore, a more specific definition is not included nor will any other constituency be served other than what is allowed by the common mandate of both organizations.

GNHTD LEASE & SUPERVISORY AGREEMENT

Accordingly, the Lessee agrees to use the vehicles only for the purpose of meeting its mandate as prescribed by law and for no other purpose.

Section 3. Lease Term.

The term of this lease is based upon the useful life of the vehicle as defined by Federal Transit Administration standards. However, due to the unique nature of Lessor and Lessee and the changing needs of each, the Lessor and Lessee each reserves the right to terminate this lease at any time by giving the other party not less than thirty (30) calendar days notice with a date certain of its intent to terminate and the day on which the vehicle will be returned to the Lessor. Upon giving such notice, the Lessee will have thirty days from the date of receipt of the notice to return the vehicle to the Lessor in good operating and mechanical condition as stated in sections 7 and 8 herein.

Upon termination of the lease the Lessee will not be reimbursed whatsoever, for any money expended for maintenance, repairs, upgrades or any other changes made to the vehicle for which the Lessee has expended funds. Nor will the Lessor be responsible for any problems, delays or consequential costs which the Lessee experiences as a result of this lease being terminated. The Lessee agrees not to bring any claim, make demand or seek any other recovery whatsoever for expenditures made in connection with leasing this vehicle or problems, delays or consequential costs which the Lessee experiences as a result of the lease termination. The Lessee will not cancel the insurance coverage's in section 8 on the vehicle(s) until instructed by the Lessor.

The Lessor may, at its discretion, choose to reassign or sell any or all of the vehicle(s) leased by the Lessee prior to the expiration of this Agreement.

Section 4. Prohibition on Assignment, Transfer of Lease or Vehicle.

The Lessee shall not assign, sub-lease, transfer, sell or set over to another party any of the rights granted in this lease, or the use of the vehicle or the equipment thereon without the express prior written consent of the Lessor. Any such assignment, transfer or sale of the rights granted in this lease to the Lessee without the required consent is considered a default by the Lessee.

Section 5. Lease Payments.

The consideration for this lease will not include any regular monthly or annual payments.

Section 6. Restriction on Use.

The Lessee agrees that it shall use the vehicles solely to provide public transportation services within the service area which is set forth in **Schedule B.**, hereby attached and incorporated by reference. If the Lessee wishes to use the vehicle outside of the service area, the Lessee shall first obtain the prior written consent of the Lessor and the Connecticut Department of Transportation.

The use of the vehicles will be consistent with and limited to the governmental mandates authorizing and controlling regional transit districts.

The Lessee will notify the Lessor in writing when the Lessee removes a vehicle(s) from service for longer than 30 days stating the reason(s) and its anticipated duration.

Section 7. Repairs and Maintenance, Vehicle Markings and Costs .

A. The Lessee acknowledges the importance of having these vehicle operating in optimum working order and having the vehicles and the equipment as safe as possible. Accordingly, the Lessee hereby agrees to use optimum care and safety in the operation and maintenance of the vehicles during this lease term. Such optimum care will include but not be limited to using all the recommended products in the operation of the vehicles.

B. The Lessee shall pay all maintenance, repair costs, registration and all other costs encountered without exception in the operation of the vehicles.

C. The Lessee shall perform all the recommended maintenance and at such times as are set forth in the owner's manual which is supplied by the manufacturer. In addition, the Lessee will also be responsible for all other repairs which may be necessary during the term of this lease.

D. All repairs and maintenance on the vehicles will be done in certified drug free repair facilities which clearly demonstrate a knowledge of the vehicle's mechanical structure and operating requirements. Such knowledge will be demonstrated by automotive technicians who have successfully completed at least one of the manufacturer's training courses. If the Lessee chooses to use a repair facility which does not meet these requirements, the Lessee shall first obtain written permission from the Lessor whose decision to grant the permission will be final.

E. The Lessee shall pay all costs of operating the vehicles including all initial and periodic costs which are required in order to comply with federal and state registration and licensing regulations.

F. (1.) All vehicle signage, color and other markings, both inside and outside will not be changed or altered in any way with out the prior written authorization of the Lessor.

(2.) If such approval is given the vehicle will be returned to its original color and in the same quality paint job that was on the vehicle when it was leased to the Lessee.

Section 8. Insurance.

The Lessee shall maintain and pay or show satisfactory evidence of self-insurance coverage on vehicles identified in Schedule A, attached. The coverage required will be not less than the following:

Liability for Bodily Injury (Each Person)	\$1,000,000.00
Liability for Bodily Injury (Each Occurrence)	\$1,000,000.00
Liability for Property Damage	\$ 100,000.00
Comprehensive	Actual Cash Value
Collision	\$ 100.00 to \$ 1000.00 Deductible from Actual Cash Value
Medical Payments	\$ 5,000.00
Uninsured Motorist Coverage	\$1,000,000.00
Basic Reparatations	As Required by Connecticut Law

The Lessor reserves the right at any time to increase the amount or types of coverage after written notice to the Lessee. In any event such insurance coverage shall comply with all statutory and regulatory requirements. Any variances from the minimum types and amounts of insurance coverage shall be considered by the District upon written request from the Lessee explaining the reasons therefore, and may be allowed in the discretion of the Lessor only after written notice to the Lessee.

All such insurance coverage shall protect the Lessor by naming the Lessor as an additional insured and shall be in full force and effect prior to using the vehicle. In the case of self-insurance the Lessee shall give written documentation to the Lessor indicating that the Lessor is protected from claims, demands, suits, and all other legal action involving the vehicles and equipment which is being leased.

Under any and all circumstances the Lessee shall protect and save the Lessor harmless including its officers, directors, employees and servants, from all legal actions of every nature.

GNHTD LEASE & SUPERVISORY AGREEMENT

Proof of coverage and the naming of the Lessor as an additional insured will be supplied to the Lessor for each renewal period.

Proof of meeting the insurance requirements which will be supplied to the Lessor, will be a condition precedent before the delivery of any equipment to the Lessee.

Insurance coverage's shall not be canceled by the Lessee unless the Lessor provides a release in writing.

Failure to provide comply with any of the requirements set forth in this section will be a default under the terms of this lease. However, the obligations of the Lessee insofar as providing coverage will survive the termination of this lease.

Section 9. Records to be Kept.

The Lessee shall keep detailed operating records which will allow the Lessee and Lessor to assure the Federal Transit Administration that the motor vehicles and the equipment attached thereto are being used in conformance with the funding requirements of the federal agency. Records which will be kept will include vehicle preventive maintenance records, vehicle status reports, Section 15 data(ridership, ADA miles, etc.) and any other reports required by the funding agency. The reports will be submitted to the Lessor on a monthly basis and certified as being correct. Submission to the Lessor however, will be for the Lessor's records only, and nothing stated herein is meant to substitute or excuse any of the reporting requirements between the Lessee and the governmental agencies which may impose reporting requirements upon the Lessee.

The Lessor hereby attaches a set of records to be kept by the Lessee and sent at least monthly to the Lessor. (Appendix B) It is understood that periodically, the Lessor may update the existing forms or provide additional forms and as part consideration for this Lease Agreement, the Lessee agrees to accept and complete the updated or new forms.

Section 10. Reporting of Accidents.

Accidents must be reported to the Lessor by telephone within twenty-four (24) hours of the occurrence and a written GNHTD Incident Report must be forwarded to the Lessor not later than seventy-two (72) hours after the occurrence.

The Lessee shall provide the Lessor a copy of the police report of the accident within 10 days of the accident. The police report may be faxed or mailed to the Lessors offices.

The Lessor reserves the right to inspect any vehicle involved in an accident prior to and/or after repairs are completed.

Section 11. Compliance with Governmental Regulations.

A. The Lessor is a governmental agency receiving funding from the federal, state and local governments. Accordingly, the Lessor is under certain obligations and legal requirements as a result of receiving funding including but not limited to a Capital Grants Application. The Lessee is under the same requirements. Nothing stated in this document is meant to excuse, substitute or in any way eliminate the governmental mandates of the Lessor and the Lessee and each agrees to be bound by the mandates that are required by the various levels of government in connection with the leasing of these vehicles as either the Lessor or the Lessee.

B. Some of these mandates include but are not limited to:

(1.) The Lessee agrees to assume all obligations which the Lessor has agreed to in meeting the requirements of Section 13(c) of the Federal Transit Act of 1991, as amended.

(2.) The Lessee will provide for the maximum utilization of minority business enterprise and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for contract and subcontract work.

(3.) The Lessee shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. Section 1857 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et. seq.); and implementing regulations applicable.

(4.) In connection with the carrying out of this Lease, the Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or disability. The Lessee shall make an effort to ensure that employees are treated during their employment, without regard to their race, color, religion sex or national origin.

(5.) The Lessee shall comply the Civil Rights Act of 1964 as amended.

(6.) No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No director, officer, or employee of the Lessee or Lessor during his or her respective tenure of office or for one year thereafter shall have any beneficial interest, direct, indirect or otherwise in this lease agreement.

C. In case of any violation of any of the governmental regulations, the violating party, being the Lessor or Lessee as the case may be, agrees to hold the other party harmless in defending and protecting against any such claim or demands of whatever nature.

D.(I.)DRUG TESTING. The Lessee shall participate in Drug Testing as mandated by the Federal Department of Transportation in the Omnibus Transportation Act of 1991 and as the Federal Regulations are amended from time to time. The Lessor is under an on-going mandate to comply with new regulations as they are enacted and hereby requires the Lessee to comply with the new regulations as they are enacted and become controlling on the Lessor.

(2.)The Lessee also agrees to abide by and implement the provisions of 49 U.S.C. Sections 40.1 through 40.83 entitled PROCEDURES FOR TRANSPORTATION WORKPLACE DRUG AND ALCOHOL TESTING PROGRAMS. The Lessor hereby attaches and incorporates by reference the relevant parts of the Federal Regulations found in the Federal Register, Volume 59, No. 31, page 7354 to 7378, relating to drug testing and in particular draws lessees attention to section 40.83 in the attachment.

(3.)The Lessor also incorporates by reference and attaches a copy of Vol. 59 No. 31 of the Federal Register, beginning from page 7314 -7338.

(4.)The Lessor will pass on to the Lessee such information as the Lessor receives concerning the updating of and enactment of new regulations. Notwithstanding this provision, the Lessee is still under its own obligation to comply with any modified or new local, state or federal regulations. The Lessee notes the preemption found on page 7317 as the regulations pertaining to federal and state laws and to requirements imposed by employers.

(5.)All safety-sensitive employees as set forth below will be subject to drug testing in accordance with the rules and regulations as promulgated in the legislation set forth in paragraphs D (1-3) above.

(6.)It is understood that the Lessee will operate its drug testing program through the Greater Hartford Transit District which has been designated by Lessor as its representative for this purpose. Information obtained by the Statewide Insurance Consortium will be passed on to the Lessor.

(7.)The Lessee will hold harmless the Lessor for any action either direct or consequential which is brought against the Lessor for failure of the Lessee either intentionally or unintentionally to abide by the regulations stated in this entire agreement and with particular reference to the requirement of this Section D concerning drug and alcohol testing.

Section 12. Default.

Any failure by the Lessee to meet any of the terms and conditions of this lease will be considered a default. Failure to meet the terms and conditions will be determined solely by the Lessor. However, the Lessor will meet with the Lessee prior to termination and will not be unreasonable in making the determination and will give the Lessee the chance to cure the default if the cure can be done immediately and will not impact the function or liability of the Lessor.

If any violation by the Lessee results in fines, repair costs or other limitations being imposed by the funding agency on the Lessor, the Lessee agrees to save and hold the Lessor harmless.

Section 13. Inspection of Equipment and Records.

Because of the unique nature of this lease and the conditions and terms by which the Lessor and Lessee are bound by government funding, the Lessor reserves the right to inspect the equipment, repair records, usage and other pertinent information under which the Lessor may have an obligation to its funding sources. Such inspections will be given with at least a twenty-four (24) hour notice to the Lessee of Lessor's intent to inspect, unless the circumstances, in the opinion of the Lessor, require immediate inspection in which case the Lessor will have the right to so inspect at once.

The Lessee shall keep the original or a copy of both the current registration and insurance card in the vehicle at all times.

Section 14. Operation and Maintenance of Equipment by Employees.

Because of the unique function of the transit district, the Lessee will take particular care and caution, and use prudence in making sure that the vehicles and equipment are operated only by highly skilled professionals. Accordingly, the Lessee will do all that is necessary in order to inspect the driving records of the operators and perform periodic testing as allowed by law to make sure that the operators are not operating under the influence of drugs, alcohol or have any limiting physical condition which would jeopardize the safety of the passengers.

The Lessee will also use the same prudence as set forth in the immediately preceding paragraph in maintaining the vehicles and equipment and the appropriate records attaching to the vehicles.

Section 15. Special Conditions. Relating to Supervision.

The Lessee agrees that it will not change the rate/contribution structure or service policies which exist for transportation services on the date of this Agreement without the prior written approval of the Lessor. The Lessee shall give notification of its intent to change the rate/contribution structure or service policies to permit the District to determine whether the proposed modification is consistent with federal, state law and regulations under which this project proceeded. The Lessor shall inform the Lessee of its finding in a timely manner.

The Lessee agrees that it or any operator of mass transportation for the Lessee, will not engage in charter bus operations outside of the service area within which it regularly provides transportation service except in accordance with an agreement providing fair and equitable arrangements under the terms of Section 3(f) of the Federal Transit Act of 1991, as amended. Such agreement, when executed, shall be incorporated in this Agreement by reference.

The Lessee agrees that it, or the operator of any equipment, will not engage in school bus operations, exclusively for the transportation of students and school personnel, in competition with private school bus operators. It is understood that this subsection does not apply (1) to a Lessee which operates a school system in the area to be serviced and operates a separate and exclusive of school bus operation for this school system; (2) where private school bus operators are unable to provide adequate transportation at

reasonable rates and in conformance with applicable safety standards; or (3) with respect to any state or local public body or agency thereof if it (or a direct predecessor in interest from which it acquired the function of so transporting school children and personnel along with the facilities to be used therefore) was so engaged in school bus operations any time during the twelve month period immediately prior to the enactment of Section 3(g) of the Act. A violation of this Agreement shall bar the Lessee from receiving any other federal financial assistance under the Act.

Section 16. Representations.

The Lessor does not make any representations whatsoever regarding the condition of the vehicles.

The Lessor hereby represents that it has good title to the vehicles and is free to enter into this lease without violating any of the terms and conditions of any governmental acts, rules, regulations or conditions of any grants which it has received which have provided funding for the purchase of the vehicles.

The Lessee hereby represents that it has the authority and power to enter into this lease agreement and that the entering into this lease will not violate any governmental acts, rules, regulations or conditions of any programs, grants or any similar activity in which it is bound.

The Lessee hereby represents that it is aware that the Lessor is under certain governmental mandates and regulations. The specific requirements of those mandates, regulations and programs are set forth in detail in the applications and awards of the Lessor and are on file in the Lessor's office. In case of any question, the Lessor hereby represents that such documentation is available for inspection and clarification of permitted practices by the Lessor and Lessee should the Lessee so desire.

The Lessee shall comply with all government mandates, rules, and regulations whether or not the District provides assistance and/or direction.

Section 17. Miscellaneous

The Lessor represents and warrants to Lessee that the terms and conditions of this lease do not breach any other lease or agreement to which the Lessor is now a party or will be in the future and shall defend and hold Lessee harmless against same.

The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this agreement or services to be provided pursuant to this lease.

With the exceptions which are stated herein, and the acknowledgment by the parties of obligations which they still maintain by virtue of their governmental mandates and the conditions imposed by those mandates, this lease incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this lease, whether oral or written.

Any terms and conditions which in order to be operative would extend beyond the termination of this lease, will be deemed to be so operative and extended until the obligations are mutually terminated by both parties, regardless of the termination conditions stated herein.

Any waiver of the terms and conditions of this lease by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this lease.

References herein in the masculine gender shall also be construed to apply to the feminine gender.

This lease is executed in the State of Connecticut and is to be construed in accordance with the laws of the State of Connecticut.

Both parties represent that they have full authority to enter into this agreement and that they have obtained the approval of their respective organizations. Further, that the parties signing this agreement have full authority to so act on behalf of and bind their respective organizations.

GNHTD LEASE & SUPERVISORY AGREEMENT

Except as otherwise specifically provided in this agreement, whenever under this agreement, approvals, authorizations, determinations, satisfactions, waivers or inquiries are required or permitted, such approvals, authorizations, determinations, satisfactions, waivers or inquiries shall be effective and valid only when given in writing signed by a duly authorized officer of the Lessor or Lessee as the case may be, and delivered in hand or sent by mail, postage prepaid, to the principal office of the party to whom it is directed which until changed by written notice from one party to the other are as follows:

Lessor: Rhonda Shulman
Executive Director
Greater New Haven Transit District
2319 Whitney Ave.
Hamden, Conn. 06518

Lessee:

This agreement is dated this _____ day of _____, 1994 and is being executed in _____ original counterparts.

Witnesses:

Lessor:

Duly Authorized

Lessee:

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

Lessor:

On the _____ day of _____, 1994, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the Greater New Haven Transit District and that he/she as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the district by himself/herself as _____

In Witness Whereof, I hereunto set my hand and official seal.
