



TOWN OF WALLINGFORD

RECEIVED
MAYOR'S OFFICE
MAY 15 PM 2:59

Department of Public Works
29 Town Farm Road
Wallingford, Connecticut 06492

Telephone (203) 294-2105
Fax (203) 294-2107

MEMORANDUM

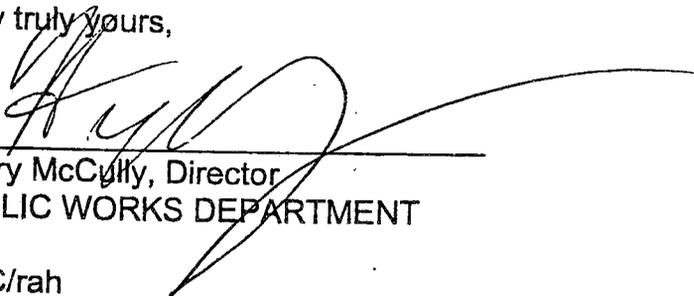
TO: Honorable William W. Dickinson Jr., Mayor
FROM: Henry McCully, Director of Public Works
SUBJECT: Annual Bid Waiver Requests
DATE: May 8, 2002

Dear Mayor Dickinson:

Attached please find the explanation for the items we submitted for "Bid Waivers".

If I can be of further assistance, please do not hesitate to contact me.

Very truly yours,


Henry McCully, Director
PUBLIC WORKS DEPARTMENT

HMC/rah
Enclosure

TOWN OF WALLINGFORD
ANNUAL BID WAIVER REQUEST
JULY 1, 2002 TO JUNE 30, 2003

Public Works Department
Board, Commission, Department

Submitted by: _____

Vendor Name	Description of Item Purchased	Actual Expenditures			2001-02 Expenditures thru 4-30-2002	Estimated Expenditures 2002-2003
		1998-99	1999-00	2000-01		
Thyssen Elevator	Maintenance of Elevator	\$2,922.00	\$2,980.48	\$3,062.36	\$2,612.16	\$3,528.00
Chick's Used Auto Parts	Various Used Parts, A/C Units for Car Pool, Radiator Repair	\$2,303.48	\$1,093.00	\$1,014.50	\$481.00	\$2,500.00
Fleet Pride	Specialty Work-Brakes, PTO's	\$0	\$15,352.98	\$17,366.63	\$7,287.53	\$15,000.00
Fazzino Truevalue Hardware	Various parts and hardware items	\$5,144.92	\$7,194.04	\$8,041.94	\$3,278.48	\$7,000.00
The Home Depot	Hardware & Building Supplies	\$5,192.86	\$7,627.67	\$8,461.70	\$2,797.14	\$7,500.00
Scar's Hardware	Hardware & Building Supplies	\$0	\$0	\$0	\$306.89	\$2,500.00
Kamco/ Colony Lumber	Hardware & Building Supplies	\$0	\$0	\$3,176.18	\$2,188.05	\$2,500.00

ANNUAL BID WAIVER REQUESTS

THYSSEN ELEVATOR/F.S. PAYNE CO. -

Monthly inspection and maintenance of elevator.

HICK'S USED AUTO PARTS -

Repair services-Rebuild starters, alternators, recharge air conditioners on vehicles and equipment.

FLEET PRIDE -

Heavy-duty parts for trucks and equipment, perform specialty work on P.T.O.'s brakes and driveshafts. Reline brake shoes on plow trucks.

FAZZINO AUTO PARTS & TRUEVALUE HARDWARE -

They provide a variety of hardware items and materials for everyday maintenance jobs performed by the Department. These items use to be purchased at Dick's Paint & Hardware, they have closed.

THE HOME DEPOT -

Various hardware items and building supplies for maintenance of building and grounds. Some of these items use to be purchased at Dick's Paint & Hardware, they have closed.

SEAR'S HARDWARE -

Various hardware items and building supplies for maintenance of building and grounds. Some of these items use to be purchased at Dick's Paint & Hardware, they have closed.

KAMCO/COLONY LUMBER -

Various hardware items and building supplies for maintenance of building and grounds. Some of these items use to be purchased at Dick's Paint & Hardware, they have closed.

TOWN OF WALLINGFORD
DEPARTMENT OF PUBLIC UTILITIES
WATER & SEWER DIVISIONS
949-2670

INTEROFFICE MEMO

TO: MAYOR WILLIAM W. DICKINSON, JR.
FROM: ✓ ROGER M. DANN, GENERAL MANAGER
RE: BID WAIVERS - FISCAL 2002-2003
DATE: MAY 20, 2002
CC: R.F.SMITH, W.J.PHELAN

RECEIVED
MAYOR'S OFFICE
02 MAY 20 PM

Enclosed please find the requested bid waiver list for the Water and Sewer Divisions for the next fiscal year.

RMD/pc
H:\uvex\RM D\02\bid waiver Mayor mem.doc

TOWN OF WALLINGFORD
 ANNUAL BID WAIVER REQUEST
 JULY 1, 2002 TO JUNE 30, 2003

WATER & SEWER DIVISIONS

Submitted by: Roger M. Dann, General Manager

VENDOR	DESCRIPTION OF ITEMS PURCHASED	1997/98	1998/99	1999/2000	2000-01	2001-02 Expenditures thru 4/30/02	2002-03 Estimated Expenditures
Motion Industries	FMC Equipment	0	0	0	0	0	0
Gemini Systems/Munis	Software Support	0	0	0	0	0	5,000
Bristol Babcock	Software Support & Replacement Parts		4,700	1,893	6,137	7,699	7,000
Fazzino Auto Supply*	Various Hardware	3,727	4,992	6,125	4,695	3,290	4,000
South Central Ct Regional Water Authority	Water Sample Analysis	550	3,555	3,141	3,925	4,335	5,000

add back hardware



Town of Wallingford, Connecticut

PETER J. STRUBLE
FIRE CHIEF

GUY J. CASANOVA
DEPUTY FIRE CHIEF

DAVID A. BERARDESCA
ASSISTANT FIRE CHIEF

DEPARTMENT OF FIRE SERVICES
75 MASONIC AVENUE
WALLINGFORD, CONNECTICUT 06492-3011
TELEPHONE (203) 294-2730

May 20, 2002

William W. Dickinson, Jr.
Mayor
Town of Wallingford

Dear Mayor Dickinson:

Enclosed is our Bid Waiver Request for Fiscal Year 2002/03. Our list includes four essential vendors. All four are sole vendors for the Fire Service.

1. C-Med (Central Emergency Medical Dispatch), P.O. Box 374, New Haven, CT 06502: This is the Radio Communications Center for South Central Connecticut and all emergency medical radio traffic to hospitals is directed through its radio matrix.
2. Commission on Fire Prevention and Control, Connecticut Fire Academy, 34 Perimeter Road, Windsor Locks, CT 06096-1069: Firefighter training and testing to maintain Certifications and Standards from State agency.
3. Nutmeg International, 31 Leonardo Drive, North Haven, CT 06473: This company is the factory authorized service center to perform major and specialized repairs for International vehicles. They have factory parts in stock or can get them faster than any other dealer or service center. They must perform specialized diagnostic tests, and because of electronic engines passwords are needed to access system codes, as well as dynotesting and warranty work.
4. Atlantic Detroit Diesel Allison, 300 Smith Street, Middletown, CT 06457: This company is the factory authorized service center to perform major and specialized repairs for Detroit Diesel engines and Allison transmissions. They have factory parts in stock or can get them faster than any other dealer or service center. They must perform specialized diagnostic tests and because of electronic engines, passwords are needed to access system codes, as well as dynotesting and warranty work.

Sincerely,

Peter J. Struble
Fire Chief

PJS:st

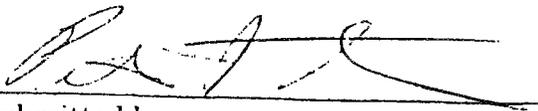
Enclosure

cc: T. Myers, Comptroller
R. Pedersen, Purchasing Agent

TOWN OF WALLINGFORD
ANNUAL BID WAIVER REQUEST
JULY 1, 2002 TO JUNE 30, 2003

FIRE DEPARTMENT

Board, Commission, Department


Submitted by: Peter J. Struble, Fire Chief

Vendor Name	Description of Item Purchased	Actual Expenditures			2001-02	Estimated
		1998-99	1999-00	2000-01	Expenditures thru 4-30-2002	Expenditures 2002-2003
C-Med	Radio Communications	61,914	60,941	63,667	60,042	72,523
Commission on Fire Prevention and Control	State Certified Training	10,265	4,837	12,750	4,245	6,000
Nutmeg International	International Vehicle Repair	2,511	1,166	2,943	2,878	4,500
Atlantic Detroit Diesel Allison	Detroit Diesel Engine Repair Allison Transmission Repair	14,836	2,921	13,695	7,335	10,000

TOWN OF WALLINGFORD
 ANNUAL BID WAIVER REQUEST
 JULY 1, 2002 TO JUNE 30, 2003

RECEIVED
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 02 MAY 24 PM 12:01

Law Department

Janis M. Small, Town Attorney

Board, Commission, Department

Submitted by:

Vendor Name	Description of Item Purchased	Actual Expenditures			2001-02	Estimated
		1998-99	1999-00	2000-01	Expenditures thru 4-30-2002	Expenditures 2002-2003
Eisenberg, Anderson*	Labor Attorney Services	0	74,634	38,418	38,629	50,000

5/2002

*Michalik & Lynch, LLP
 (Attorney Dennis Ciccarillo)



RECEIVED
MAYOR'S OFFICE
TOWN OF WALLINGFORD, CONNECTICUT
MAY -7 PM 4:48

JOHN L. WHITNEY
CHAIRMAN-PLANNING & ZONING COMMISSION

LINDA A. BUSH, AICP
TOWN PLANNER

WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2090

May 7, 2002

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

RE: Bid Waiver Request – Fiscal Year 2002-2003

Dear Mayor Dickinson:

Attached please find a bid waiver request for Fiscal Year 2002-2003 for secretarial services (recording secretary) for the Planning and Zoning Commission.

The Planning and Zoning Commission schedules 12 regular meetings for each calendar year, but on many occasions the services of a recording secretary are required for special meetings, workshop meetings and verbatim transcripts.

Thank you for your consideration to this matter.

Sincerely,

Linda A. Bush
Town Planner

/ss
Enclosure



Town of Wallingford, Connecticut

ROSEMARY A. RASCATI
TOWN CLERK

MUNICIPAL BUILDING
45 SOUTH MAIN STREET
WALLINGFORD, CONNECTICUT 06492
TELEPHONE (203) 294-2145

DATE: May 20, 2002
TO: Mayor William W. Dickinson, Jr.
FROM: Rosemary Rascati, Town Clerk

Dear Mayor Dickinson:

I am requesting two (2) bid waivers for FY 2001-2002 - Cott Systems and Adkins Printers.

Adkins Printers has been microfilming Wallingford Land Records and Indices since 1984. We have received excellent service from this Company and see no reason to change. Microfilming of Land Records is predominantly served by three companies in Connecticut: Adkins Printers, Cott Systems, and Business Records (recently merged with ACS). Business Records has always been slightly higher in price and since I know nothing about the new Company, I would hesitate to make a change. Also, Adkins does all the printing of Election materials and works hand in hand with the State Elections Division. The last time I tried to send this out to bid, the low bidder had never done any work for ANY towns along these lines, and was not familiar with State Standards.

Cott Systems has been doing our Land Records Indexing since 1984. Once again, the service has been excellent. The computer system and printer provided by them is satisfactory for this office's needs concerning land records. Also they have held their price for us and the only increase has been 10% two years ago. Cott is also familiar with State standards (paper, binders, ink, etc.) Needless to say I would like to stay with Cott systems since we know what we have but not what we are liable to get. Indexing is crucial since we could be sued if a title searcher or attorney misses something due to improper indexing.

Thank you.

Rosemary

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02 MAY 20 PM 2:09

TOWN OF WALLINGFORD
ANNUAL BID WAIVER REQUEST
JULY 1, 2002 TO JUNE 30, 2003

TOWN CLERK
Board, Commission, Department

ROSEMARY RASCATI
Submitted by:

Vendor Name	Description of Item Purchased	Actual Expenditures			2001-02	Estimated
		1998-99	1999-00	2000-01	Expenditures thru 4-30-2002	Expenditures 2002-2003
ADKINS PRINTERS	MICROFILMING INDEXES & STORAGE					\$6000.00
COTT SYSTEMS	COMPUTERIZED INDEXING					28000.00

Each year I ask for Bid Waivers for the above two companies - one for Microfilming and one for Computerized Indexing. We have been doing business with these two companies since 1984 and they not only are State Approved but have been excellent at holding their price, having only gone up about 10% in 19 years. Currently Adkins is only microfilming our indices since we now scan our deeds inhouse.

5/2002



WALLINGFORD ECONOMIC DEVELOPMENT COMMISSION

45 SOUTH MAIN ST. • WALLINGFORD, CT 06492

Tel (203) 294-2060 • Fax (203) 294-2073

May 17, 2002

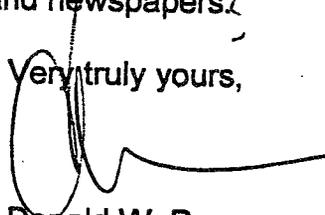
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MAYOR'S OFFICE
02 MAY 17 AM 10:57

William W. Dickinson, Jr., Mayor
Town of Wallingford
45 South Main Street, Rm. 310
Wallingford, Connecticut 06492

Dear Mayor Dickinson:

As requested by memo dated May 3, 2002, attached is the Annual Bid Waiver Request for 2002-03. This waiver will allow the Economic Development Commission to continue its promotion of Wallingford using national and regional advertisements in selected magazines and newspapers.

Very truly yours,


Donald W. Roe
Economic Development Coordinator

lmw

Attachment

BidWaiverCLtr

TOWN OF WALLINGFORD
ANNUAL BID WAIVER REQUEST
JULY 1, 2002 TO JUNE 30, 2003

Economic Development Commission
Board, Commission, Department

Donald W. Roe
Submitted by:

Vendor Name	Description of Item Purchased	Actual Expenditures			2001-02	Estimated
		1998-99	1999-00	2000-01	Expenditures thru 4-30-2002	Expenditures 2002-2003
<i>Area Development Magazine</i>						
<i>Business Development Outlook</i>						
<i>Business Facilities Magazine</i>						
<i>CT Business Magazine</i>						
<i>Expansion Management Magazine</i>						
<i>Hartford Business Journal</i>	Advertising				\$11,510	\$10,370
<i>New England Real Estate Journal</i>						
<i>New Haven Business Journal</i>						
<i>Plants, Sites & Parks Magazine</i>						
5/2002						
<i>Site Selection Magazine</i>						
<i>U. S. Real Estate Register</i>						



Town of Wallingford, Connecticut

RECEIVED
MAYOR'S OFFICE
MAY 28 11:23

MICHAEL C. HOLMES
ASSISTANT GENERAL MANAGER

ELECTRIC DIVISION
DEPARTMENT OF PUBLIC UTILITIES
100 JOHN STREET
WALLINGFORD, CONNECTICUT 06492
TELEPHONE (203) 294-2265

May 28, 2002

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

Re: Electric Division 2002 – 2003 Bid Waiver Request – **REVISED**

Dear Mayor Dickinson:

Pursuant to our meeting of this date, enclosed is a revised listing of bid waiver requests for the Electric Division for fiscal year 2002 – 2003.

Per our discussion, we have removed Invensys from the listing due to low activity which is well below the bid limit.

Thank you for your time and consideration.

Respectfully Submitted,

Michael C. Holmes
Assistant General Manager, Electric Division

MCH/mch

Cc: R. Pedersen, Purchasing Agent
R. F. Smith
T. Sullivan

**Electric Division
Proposed Bid Waivers
F.Y. 2002-2003**

American Public Power Association (APPA)

Association Membership, National Municipal Utility Association providing extensive member services and training programs. APPA/Enghouse mapping system license and maintenance agreement.

Safety Kleen Environmental Services (previously Laidlaw/Aptus)

PCB contaminated oil and materials transportation and disposal.

**Northeast Utilities Service Company (NUSCo)
Connecticut Light & Power Company (CL&P)
Northeast Generation Services (NGS)**

Construction, maintenance and repair services for electric transmission and distribution systems, substations, metering, protection equipment, line tools, equipment and vehicles. Training services as may be requested. Engineering services as may be requested. Consumer service programs as may be requested.

**United Illuminating (UI)
Precision Power, Inc. (PPI)**

Same as Northeast Utilities and subsidiaries, above.

Southern New England Telephone (SNET)

Joint Utility Pole use and tree trimming.

Bell & Howell

Maintenance contract, bill inserter & folding equipment (Data Processing).

MUNIS (Gemini Systems)

Software licensing, consultation, maintenance and training (Data Processing).

TOWN OF WALLINGFORD
ANNUAL BID WAIVER REQUEST
JULY 1, 2002 TO JUNE 30, 2003

ELECTRIC DIVISION
Board, Commission, Department

Raymond F. Smith, Director
Submitted by

Vendor Name	Description of Item Purchased	Actual Expenditures			2001-02 Expenditures Through 4-30-02	Estimated Expenditures 2002-03
		1998 - 99	1999 - 00	2000 - 01		
American Public Power Association	Attachment	15,762	13,939	15,320	15,166	15,500
Safety Kleen (Laidlaw)	Attachment	1,327	10,528	0	0	20,000
NUSCo CL&P (*) NGS	Attachment	71,952	31,164	21,537	71,304	35,000
UI PPI	Attachment	11,695	11,163	15,721	11,929	15,000
SNET	Attachment	13,550	3,250	18,725	16,725	25,000
Bell & Howell	Attachment	0	1,746	6,897	6,723	6,985
MUNIS (Gemini)	Attachment	0	5,538	22,153	23,947	29,000

(*) By separate agreement under the Wholesale Power Settlement Agreement, CL&P is also upgrading the East Street Substation for a value of \$4.9M

WALLINGFORD PUBLIC SCHOOLS

142 HOPE HILL ROAD
WALLINGFORD, CONNECTICUT 06492
TELEPHONE (203) 949-6500
FAX # (203) 949-6551

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02 MAY 22 PM 4:20

SUPERINTENDENT
Joseph J. Cirasuolo, Ed.D.
Ext. 509
FAX # (203) 949-6550

ASSISTANT SUPERINTENDENTS
Dale A. Wilson - Personnel
Ext. 508
LeRoy E. Hay, Ph.D. - Instruction
Ext. 506

May 16, 2002

(2 fewer
than last yr)

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

Dear Mayor Dickinson:

Attached is the bid waiver list that I am submitting for approval for fiscal year 2002/2003. With respect to the process and waiver requests, I would like to provide you with the following information.

The Board of Education continues to make widespread use of competitive bidding. Items such as copiers and their maintenance, computers, custodial supplies, PC maintenance, carpentry services, doors, electrical supplies, fire extinguisher repairs, fire alarm/clock repairs, HVAC contractor, floor care supplies, paint, motor repairs, and pump contractor are bid.

REQUESTED BID WAIVERS

A & A International
Kamco/Colony Corp.
Fazzino's True Value Hardware
Home Depot
Lyon & Billard
RoVic
Sears Hardware

Hundreds of small purchases throughout the year from centrally located vendors. Most parts, small tools, lumber and miscellaneous carpentry. supplies are picked up by workers as needed.

Siegel, O'Connor, Schiff

Continuity of legal advice on existing cases and personnel issues. Familiarity with Board's contracts and policies. Frequently, personnel contract negotiations overlap fiscal years.

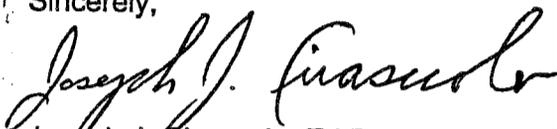
Pitney Bowes

Maintenance of older machines. Copier bids include maintenance & supplies.

REQUESTED BID WAIVERS (continued)

Shipman & Goodwin	Provide counsel to the Board of Education during hearings.
Pro Health Physicians	Expenses for employee and student physicals.
Continental Consulting Services Inc. GBF Information Systems MUNIS	Maintenance and support of financial software and hardware.
Shared Technologies Fairchild	Maintenance of telephone system.
Creighton Manning	Maintenance and support of transportation software.

Sincerely,



Joseph J. Cirasuolo, Ed.D
Superintendent of Schools

JJC/pd

cc: L. Hay
R. Pedersen
G. Powers
D. Wilson
L. Winters
S. Blatchley

BOE Bid Waivers

5/16/02

Department:	Board of Education	JULY 1, 2002 to June 30, 2003
	Bid Waiver Request	

Vendor	Description of Items Purchased	Actual Exp 1998-1999	Actual Exp 1999-2000	Actual Exp 2000-2001	2001-2002 Expenditures thru 4-30-02	Estimated Expenditures 2002-2003
A & A International	Misc. Custodial Supplies	\$ 5,691.06	\$ 6,255.40	\$ 5,365.39	\$ 6,889.81	\$ 4,600.00
Continental Computer Services, Inc.	Financial Hardware & Software	\$ -0-	\$ 46,108.50	\$ 3,245.00	\$ 3,245.00	\$ 4,200.00
Creighton Manning	Transportation Software Maint.	\$ 2,600.00	\$ 7,431.56	\$ 2,600.00	\$ -0-	\$ 4,500.00
Fazzino's True Value Hardware	Hardware Only-Misc.Tools & Supplies	\$ 13,887.56	\$ 15,222.82	\$ 15,979.34	\$ 11,821.83	\$ 14,000.00
FORMUNIS - GBF Information System	Maint. & Support of Financial Software	\$ 1,998.76	\$ 2,106.11	\$ 31,993.63	\$ -0-	\$ 14,500.00
Home Depot	Misc. Tools & Supplies	\$ -0-	\$ 994.27	\$ 1,985.46	\$ 2,935.05	\$ 4,500.00
Kamco/Colony Corp.	Lumber & Carpentry Supplies	\$ 10,346.46	\$ 11,812.12	\$ 4,924.13	\$ 5,391.49	\$ 10,500.00
Lyon & Billard	Lumber & Carpentry Supplies	\$ 3,200.46	\$ 2,320.50	\$ 2,306.42	\$ 3,771.94	\$ 4,500.00
MUNIS	Maint. & Support of Financial Software	\$ 9,282.60	\$ 32,247.90	\$ 29,333.55	\$ 26,170.48	\$ 30,000.00
Pitney Bowes	Copier Maintenance	\$ 82,063.60	\$ 38,463.42	\$ 29,399.33	\$ 6,034.57	\$ 7,000.00
Pro Health Physicians	School Physician Services	\$ 2,839.00	\$ 3,812.80	\$ 1,935.00	\$ 3,030.00	\$ 4,500.00
RoVic (formerly G.C. Moore)	Misc. Custodial Supplies	\$ 21,185.73	\$ 21,037.47	\$ 29,175.99	\$ 12,958.95	\$ 30,000.00
Sears Hardware	Misc. Tools & Supplies	\$ -0-	\$ 994.41	\$ 998.81	\$ 601.40	\$ 4,200.00
Shared Technologies Fairchild	Telephone Hardware Support/Maint.	\$ -0-	\$ 1,102.50	\$ 2,376.10	\$ 6,559.37	\$ 4,100.00
Shipman & Goodwin	Legal	\$ 1,830.00	\$ -0-	\$ -0-	\$ -0-	\$ 5,000.00
Siegel, O'Connor, Schiff	Legal	\$ 92,215.93	\$ 81,948.26	\$ 70,750.00	\$ 47,390.52	\$ 75,000.00



Town of Wallingford, Connecticut

THOMAS A. MYERS
COMPTROLLER

DEPARTMENT OF FINANCE
P.O. BOX 67
WALLINGFORD, CONNECTICUT 06492
TELEPHONE (203) 294-2040

May 28, 2002

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

Dear Mayor Dickinson:

Explanation of annual bid waiver request for the Department of Finance is:

Vision Appraisal Technology provides software support for proprietary real estate appraisal software the Assessor is using in conjunction with the 2001 revaluation. When the competitive public bid for the 2001 revaluation project was awarded we converted from Cole Layer Trumble appraisal software to Vision and entered into a long-term relationship. The next revaluation will occur with the 2004 grand list.

Quality Data Service, Inc. provides motor vehicle and personal property (machinery and equipment of business) proprietary software used by the Assessor to compile these two sections of the Grand List each year. Prior to using Quality Data Software, the Town used in-house software written for our then Unisys data processing system. Quality data was awarded the public bid when we migrated to the Town's new networked system. We have used their software in production of the 1999 and 2000 motor vehicle and personal property grand lists. Their software is proprietary, therefore maintenance must be provided by Quality Data Service, Inc.

Evensen Dodge, an independent financial advisory firm, provides technical and analytical information regarding issuance of Town bonds. Credit rating strategy, credit enhancement options, refunding analysis, method of sales, structuring, pre-marketing, market timing, coordination of closing activities, post sale analysis, arbitrage reporting, escrow funding, investment management, financing alternatives, bid structuring and analysis, and continuing disclosure requirements are examples of topics we discuss before, during and after a debt issuance. Wallingford with its three utilities has an extremely complex financial structure, which requires a time-consuming learning curve. Evensen Dodge is an extension of department professional staff and as such we would institute change only if unhappy with their services. We recommend their retention.

Murtha Cullina, Attorney Joseph P. Fasi, has served as bond attorney for \$112,470,000 of Town bonds. Attorney Fasi's legal advice has been perfect in an ever-changing municipal environment. The bond attorney must assure all aspects of the bond offering, from authorization (ordinance) to delivery (of the bonds), are conducted consistent with all applicable

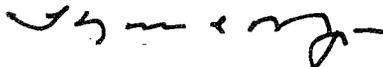
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Annual Bid Waiver Request

- 2 -

Federal, state and local laws, regulations and ordinances. The bond attorney must prepare and sign a legal opinion as to the tax status of the interest on the bonds. The attorney must be intimately familiar with Securities and Exchange Commission Regulations, Federal Taxation Regulations, State debt issuance law and Town laws governing issuance of bonds. These laws set very specific requirements, which must be met if interest is to be exempt from taxes on income. The Securities and Exchange Commission has been enacting regulations, which impose new standards and requirements on issuers of tax exempt (municipal) bonds. A good example is SEC Rule 15c2-12(b)(5) requiring the issuer (Town) to provide a Continuing Disclosure Agreement for the life of each bond issue (issues dated after January 1995). Continuing disclosure requires the Town file certain financial and operational data with several national municipal securities repositories. We must also report subsequent events such as defaults, payment delinquencies, unscheduled draws on debt reserves, adverse tax opinions affecting tax exempt status of bonds, modification of bondholders rights, bond calls, defeasances, substitutions, rating changes and financial difficulties amongst other issues to the repositories and the Municipal Securities Rule Making Board. Issuance, post closing and continuing disclosure of tax exempt bonds is a very technical and complex transaction in which I am in constant consultation with the bond attorney. Attorney Fasi has an intimate knowledge of bond laws and Wallingford's financing and is an extension of our professional staff. I recommend his retention in providing consistent professional legal advice.

Very truly yours,



Thomas A. Myers
Comptroller

TAM/mgn
Attachment

cc: E. Lamothe, Deputy Comptroller
R. Pedersen, Purchasing Agent
S. Jackson, Assessor
2001-2002 Audit file
Evensen Dodge Contract file
Bond Attorney Contract file

TOWN OF WALLINGFORD
ANNUAL BID WAIVER REQUEST
JULY 1, 2002 TO JUNE 30, 2003

FINANCE

THOMAS A. MYERS

Board, Commission, Department

Submitted by:

Vendor Name	Description of Item Purchased	Actual Expenditures			2001-02 Expenditures thru 4-30-2002	Estimated Expenditures 2002-2003
		1998-99	1999-00	2000-01		
Vision Appraisal Technology	Software Support	0	0	0	0	4,200
Quality Data	Software Support	-	-	5,800	5,800	6,300
Evensen Dodge	Financial Advisor Bond Issues	0	10,713	10,500	0	15,000
Murtha Cullina	Bond Attorney	0	44,165	45,000	0	75,000

5/2002

SERVICE AGREEMENT

Appendix II

Main Telephone Number (203) 294-2000

This Service Agreement ("Agreement") is entered into as of the ___ day of ___, 2002 by and between Town of Wallingford ("Customer") with offices at 45 South Main Street Wallingford CT 06492 and The Southern New England Telephone Company ("SBC SNET"), with their principal offices at 310 Orange Street, New Haven, Connecticut (collectively referred to herein as the "Parties" or individually as the "Party").

WHEREAS, Customer desires to subscribe to SBC SNET's telecommunications services as set forth in this Agreement; and WHEREAS, SBC SNET desires to provide its telecommunications services to Customer; NOW, THEREFORE, the Parties agree as follows:

1. SCOPE

1.1 This Agreement covers Customer's subscription to, and SBC SNET's provision of, certain telecommunications services (the "Services"). The Services are identified and more fully described in Section 3. Customer agrees to subscribe to the Services for a fixed term as set forth in Section 3. Customer acknowledges that their existing telephone numbers may change as a result of this Service Agreement.

2. APPLICATION OF TARIFFS

2.1 Customer understands that the Services are subject to the rates, terms and conditions of SBC SNET's tariffs, which are filed with and approved by the Department of Public Utility Control (DPUC) (referred to herein as the "DPUC Tariffs" or the "Tariffs"). In the event of a conflict between the terms of this Agreement and the Tariffs, the Tariffs shall prevail. A copy of the applicable rates is set forth in the Tariffs and is attached hereto in Schedule 1 or Schedule 2 as applicable, and made a part hereof.

2.2 If SBC SNET files and the DPUC approves amended Tariffs decreasing the rates or increasing applicable discounts for the Services, then any such amended rates or discounts shall apply to this Agreement. If SBC SNET files and the DPUC approves amended Tariffs increasing the rates or decreasing applicable discounts for the Services, then any such amended rates or discounts shall not apply to this Agreement. The Parties agree and understand that CentraLink 3100 Service listed below now includes the station lines and Network Access Paths ("NAPS").

3. SERVICES DETAILS [Check off Services, term of choice and options as applicable]

3.1 CENTRALINK SERVICES

[] 3.1a CENTRALINK 2100 - (See DPUC Tariffs, Part II, Section 38 for a complete description of this Service) If this Service is selected Customer must commit to one of the following rate plan options ("Rate Plans"):

___ 12 months ___ 36 months ___ 60 months
Exchange Class ___ Number of Lines at installation ___ Per Line Rate \$ ___ (Per Month)
Common Equipment Charge \$ ___ Per Month Non-Recurring Charge \$45.00 (Per Line)

[XX] 3.1b CENTRALINK 3100 - (See DPUC Tariffs, Part II, Section 31 for a complete description of this Service) If this Service is selected Customer must commit to one of the following Rate Plans:

___ 24 months ___ 60 months [XX] 84 months
Exchange Class ___ Number of Lines at installation ___ Per Line Rate \$ 11.00 (Per Month)
Common Equipment Charge \$ ___ Per Month Non-Recurring Charge \$ (Per Line)

3.2 DIGITAL ENHANCER SERVICE

[] 3.2a DIGITAL ENHANCER (See DPUC Tariffs, Part III, Section 3 for a complete description of this Service) If this Service is selected Customer must commit to one of the following Rate Plans:

___ 12 months ___ 36 months ___ 60 months

3.3 OTHER SERVICE DETAILS

Main Account Billing Telephone Number () - Billing Date: ___/___/___
Billing Name:
Effective Date: ___/___/___ Termination Date: ___/___/___ PIC Due Date: ___/___/___

4 PROMOTIONS

4.1 Any Terms and conditions applicable to promotions, if any, shall be set forth in Attachment A which is attached hereto and made a part hereof.

5. TERM AND TERMINATION LIABILITY

5.1 CENTRALINK SERVICES

5.1a Term Customer shall notify SBC SNET at least thirty (30) days prior to the end of the current Rate Plan of its desire to renew this Agreement, terminate CentralLink or subscribe to a different Rate Plan. Upon any such termination, Customer may subscribe to other services offered by SBC SNET at the applicable rates set forth in the Tariffs. If Customer does not notify SBC SNET, any continuation of Service after the expiration date of this Agreement will be subject to the terms, conditions and rates of applicable Tariffs. Such Tariffs operate on a month-to-month basis and may include monthly rates that differ from those under Customer's Rate Plan.

5.1b Termination Liability Rates and charges for CentralLink 3100 are based on minimum service periods of 24, 60 or 84 months. If the entire CentralLink 3100 Service is removed or changed to another type of telephone service, excluding DCOSS, CentralLink 1100, CentralLink 2100 or other like SBC SNET service, provided that the Customer has a term plan similar or greater in duration for the service prior to the end of the established Rate Plan, the termination liability charge below applies. Rates and charges for CentralLink 2100 are based on minimum service periods of 12, 36 or 60 months. In the event Customer terminates CentralLink 2100 or 3100 Service prior to the end of the Rate Plan Customer shall be liable to pay to SBC SNET a termination charge based on one half of the monthly rate for i) the number of lines in service at the time of removal; or ii) the average number of lines in service since installed; multiplied by the number of months remaining in the Rate Plan, whichever is greater.

5.2 DIGITAL ENHANCER SERVICES

5.2a Term Customer shall notify SBC SNET at least thirty (30) days prior to the end of the current Rate Plan of its desire to renew this Agreement, terminate Digital Enhancer Services or subscribe to a different Rate Plan. Upon such termination, Customer may subscribe to other services offered by SBC SNET at the applicable rates set forth in the Tariffs. If Customer does not notify SBC SNET, any continuation of Service after the expiration date of this Agreement will be subject to the terms, conditions and rates of applicable Tariffs. Such Tariffs operate on a month-to-month basis and may include monthly rates that differ from those under Customer's Rate Plan.

5.2b Termination Liability In the event Customer terminates any of the Digital Enhancer Services prior to the end of the Rate Plan, Customer shall be liable to pay SBC SNET a termination charge of one half of the monthly rate for the stations, based on the maximum number of lines in service at any time during the period that Digital Enhancer Service has been retained, multiplied by the number of months remaining in the Rate Plan. Such termination liability is more fully described in the Tariffs.

5.2c Cancellation Charges If Customer should cancel Service prior to the completion of the installation of the Service, the Customer shall be liable for payment of all non-recoverable costs incurred by SBC SNET up to the point of cancellation but not to exceed the total of the one-time charges for all installation and non-recurring charges that would be applicable to the completed installation as ordered. In accordance with Tariffs Part I, General Regulation 6. A., if a Service Agreement for Digital Enhancer service is canceled prior to complete installation or start of installation, the applicant is responsible for payment of the actual non-recoverable expenses incurred by SBC SNET in connection with the order, such payment not to exceed the total of (a) one-half of the monthly rate for Digital Enhancer Service for the minimum service period as specified in Section 5.2b above, based upon the maximum number of primary stations ordered to be connected and (b) all installation and non-recurring charges that would be applicable to the completed installation as ordered.

6. GENERAL TERMS AND CONDITIONS

6.1 Assignment In accordance with the DPUC Tariffs, Part 1, Sheet 2, neither this Agreement nor any rights hereunder may be assigned or in any manner transferred without the written consent of SBC SNET.

6.2 Entire Agreement This Agreement and the Tariffs constitute the entire agreement between the Parties, and supersede all prior contracts, agreements, proposals, understandings, representations, correspondence or communication regarding the subject matter hereof, including but not limited to any prior agreements between the Parties covering the Toll Services formerly described in Section 3.3, which prior agreements are replaced and are without force and effect.

6.3 Amendments & Modifications No amendment or modification of this Agreement shall be made except by an instrument in writing signed by both Parties and clearly marked as an amendment or modification.

6.4 Severability If any provision of this Agreement shall be held to be unenforceable, such holding shall not affect the enforceability of any other provision hereof.

6.5 Non-Waiver Failure of either Party to seek a remedy for the breach of any portion of this Agreement by the other Party shall not constitute a waiver of such Party's rights with respect to the same or any subsequent breach.

6.6 Survival of Terms Any liability or obligation of a Party to the other Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party to pay charges accrued hereunder or to make adjustments or to pay adjustments to any charges hereunder, and any provisions regarding limitations on liability, and any provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement shall, in each case, survive termination hereof.

6.7 Governing Law This Agreement is made in and governed by the laws of the State of Connecticut.

7. LIMITATION OF LIABILITY

7.1 Limitation of Liability SBC SNET's liability for damages arising in the course of furnishing the Services is limited in accordance with the DPUC Tariffs, Part 1, Sheet 2, Paragraphs 11a and 11b.

SBC SNET

CUSTOMER

12 MS
Signature - Authorized Representative
CHRIS GILES
Printed Name
TEL ACCOUNT EXECUTIVE
Title
6/21/02
Date

Signature - Authorized Representative

Printed Name

Title

Date

Consistent with your rights under federal law, SBC SNET is committed to protecting the confidential Customer Proprietary Network Information (CPNI) associated with your account. This includes your usage, billing and the type of services you have.

By initialing below, you agree that SBC SNET and its affiliates may use this data to help improve and expand the services we provide and to assist in developing, testing, offering, pricing and marketing the services which SBC SNET and its affiliates might offer. SBC SNET will only share information with SBC SNET affiliates.

You are not required to allow SBC SNET to use your information in this manner. Even if you give your permission, you may contact your SBC SNET representative to discontinue this permission. Your approval or denial of approval will not in any way affect your service and will remain in effect until you change it.

By initialing below, you approve SBC SNET's use of CPNI as described above. Thank you for helping us better protect your privacy.

CUSTOMER INITIALS

**AGREEMENT
FOR UNIFIED CUSTOM CALL PLAN**

This AGREEMENT ("Agreement") effective _____, 2002, is by and between SBC SNET ("Telco") and SNET America, Inc. ("SAI"), a corporation specially chartered by the State of Connecticut, having a principal place of business at 310 Orange Street, New Haven, Connecticut 06510 (collectively referred to as "SBC SNET"), and Town of Wallingford ("Customer"), having a principal place of business at 45 South Main Street Wallingford CT 06492 (collectively referred to herein as the "Parties" or individually as the "Party").

This Agreement describes the SNET Municipal Account Plan ("Service") provided to Customer by Telco for intrastate service and by SAI for interexchange, interstate and international service. Intrastate service is provided in accordance with this Agreement and Telco's Tariffs filed with the Connecticut Department of Public Utility Control ("DPUC") ("DPUC Tariffs"), which may change from time to time during the term of this Agreement. The Tariffs are incorporated by reference herein as though fully set forth herein. Any conflicts between any applicable Tariff and this Agreement shall be controlled by the Tariffs Interstate service is provided in accordance with this Agreement and the Attachments hereto, including SAI's General Terms and Conditions ("Terms and Conditions").

1. Definitions

- a. CUSTOMER shall mean Town of Wallingford.
- b. INITIAL TERM shall mean the ~~four~~ ^{three} (3) year period commencing on the Installation Date as defined below
- c. INSTALLATION DATE shall mean the date that the Service is first provided to Customer. SBC SNET shall send Customer a written notice identifying such Installation Date. Such notice shall be deemed a part of this Agreement and shall be incorporated herein.
- d. SHORTFALL shall mean the difference between the actual annual total of Eligible Charges and the Minimum Usage Commitment for any year. If Customer terminates before the end of the Term, or SBC SNET discontinues Service pursuant to Section 8.c. below, Customer must pay SBC SNET any difference between actual usage and the MAC for each year remaining in the Term.
- e. MAC shall mean Customer's agreement to commit to a Minimum Annual Usage Commitment. By signing this agreement, Customer agrees, subject to the terms and conditions set forth herein, to commit to a "Minimum Annual Usage Commitment", for the Initial Term.
- f. Eligible Charges" shall mean the charges that contribute to the Minimum Annual Usage Commitment as defined above. These charges may include but are not limited to: inbound and/or outbound switched and/or dedicated long distance usage charges, calling card usage and surcharges and multiple Billed Telephone Numbers (BTN) when they are identified under a single PBTN.

2. Description of the Service

- a. The Service consists of Customer traffic originating and/or terminating over SBC SNET facilities within the State of Connecticut; outgoing traffic originated by Customer from its facilities, delivered to SAI's interstate network via switched and/or dedicated facilities, and terminated to various locations domestically and internationally and incoming traffic originated domestically and terminated at Customer's facilities. Exchange access, which is not part of the Service, shall be provided by either Exchange Access lines, T1 facilities or WATS access lines (provided through the DPUC Tariffs, Part II, General Exchange, Part IV, Private Line Services and Channels, and Part V, Toll Tariff) and Part X, Local Service Tariffs.
- b. Any intrastate services covered by this Agreement are provided by and are the sole responsibility of SBC SNET. Any interstate or international services are provided by and are the sole responsibility of SNET America, Inc. In no event shall SBC SNET and SNET America, Inc. be responsible for or have any liability with respect to each other's services.

3. Conditions of the Service

- a. Customer shall pay Telco and SAI for the Service as described below:
 - i. Intrastate services. Intrastate usage for services originating and terminating in the state of Connecticut is subject to the tariffs of SBC SNET, which are filed with and approved by the DPUC; and include, but are not limited to Part 1, General Regulations, Part II, General Exchange and Part V Section 9. Intrastate services shall be priced as follows:
 - Switched Outbound and Inbound usage five cents (\$0.05) per minute
 - Intrastate calls are rated at an eighteen (18) second minimum with one (1) second rounding.
 - SBC SNET All Distance calling card calls originating and terminating within SBC SNET's service area made with 1-800-access number shall be charged at the switched outbound intrastate per minute rate, five cents (\$0.05), in addition to a \$0.50 surcharge per call.
 - Customer shall guarantee Telco combined usage of a minimum of forty five thousand minutes (45,000) intrastate outbound and inbound minutes of use annually from the Installation Date.
 - ii. Domestic Interstate Service - Service within the contiguous United States, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam and the Northern Mariana Islands shall be priced as follows:
 - The domestic interstate usage rates for the Service originating or terminating at the Customer's Connecticut locations are the following:
 - Switched Outbound and Inbound Access Service: five cents (\$0.05) per minute
 - SBC SNET All Distance calling card calls originating and terminating domestically, where SAI is approved to provide service, made with 1-800-access number shall be charged at the switched outbound interstate per minute rate, five cents (\$0.05), in addition to a \$0.50 surcharge per call.

3. Conditions of the Service (continued)

Customer shall guarantee SAI combined usage of a minimum of eleven thousand minutes (11,000) domestic interstate and international minutes of use annually from the Installation Date.

iii. This service is available to Connecticut municipalities and qualified boards, districts, or associations created by such municipalities. For the purposes of this arrangement, municipality means any political subdivision of the state having the power to make appropriations or levy taxes, and includes any town, city, or borough. Qualified boards, districts, or associations include, but are not limited to school, sewer, fire, water or lighting districts, or other metropolitan or municipal district. This arrangement is also available to any elementary or secondary nonpublic school, not conducted for profit, as well as any nonprofit college or university that has degree granting authority in Connecticut.

iv. International Services shall be priced as follows:

- a. International Services shall be subject to this Agreement at the rates and locations set forth on the SBC SNET's website, www.SNET.com. The monthly recurring fee for this service will be waived.
- b. International calls are rated at a thirty (30) second minimum with one (1) second rounding.

v. Annual commitment will be monitored as follows:

- a. Every twelve months Telco and SAI shall review the past twelve months usage to see if Customer's usage satisfies the minimum annual usage guarantee.
- b. If the minimum annual usage guarantee has not been met, Customer shall pay, in the form of an adjustment, the switched outbound intrastate rate set forth in 3.a.i above and/or the switched outbound interstate rate if Customer has only switched interstate service or the dedicated outbound interstate rate if Customer has both switched and dedicated service set forth in 3.a.ii above on the usage difference between the guaranteed and actual amounts of usage.
- c. If the minimum annual usage guarantee has been met, there shall be no adjustment.

4. Miscellaneous

- a. Intrastate and Interstate calls are rated at an eighteen (18) second minimum with one (1) second rounding.
- b. Calling Card calls originating and terminating within SBC SNET's service area made by dialing 0 + access number. Usage charges for calling card calls shall be billed as set forth above for the specific call type. SBC SNET "All Distance" calling card calls originating and terminating domestically, where SBC SNET is approved to provide service, made via the 1-800- access number shall be charged a \$.50 per call surcharge in addition to the applicable switched usage rate. Calling card calls originating and terminating domestically, where SBC SNET is not approved to provide service, made via the 1-800- access number will be subject to the rates and charges of the alternate carrier and will not contribute to the minimum annual service guarantee.

4. Miscellaneous (continued)
 - c. Operator handled service charges shall apply to each operator handled call in addition to applicable usage rates for the Service. For intrastate calls, these charges are billed in accordance with the DPUC Tariffs. For international calls and domestic interstate calls, these charges are as set forth on SBC SNET's website, www.SNET.com.
 - d. A directory assistance charge will apply in addition to usage rates for the Service. For intrastate calls, these charges are billed in accordance with the DPUC Tariffs. For international calls and for all domestic interstate calls these charges are as set forth on SBC SNET's website, www.SNET.com. There is no charge for calls to 1-800-555-1212 (800 Directory Assistance).
5. A Letter of Authorization that is more fully set forth and incorporated by reference herein in Attachment A, shall be executed by Customer coincident with the execution of this Agreement. By executing this Letter of Authorization, Customer hereby authorizes SBC SNET to order a Pre-designated Intrastate Carrier (LPIC) and Primary Inter-exchange Carrier (PIC) change for Customer's telephone numbers in accordance with the Letter of Authorization.
6. Slamming is a practice in which your business in-state or out-of-state long distance service provider(s) is switched without your permission. You can elect to have Blocking Protection for any one or more of your in-state or out-of-state long distance service provider(s) by completing and signing Attachment B. This Blocking Protection is optional, and there is no charge for this service.
7. In accordance with the Agreement and the Tariffs, as applicable, the Service shall be provided by SBC SNET and subscribed to by Customer for an Initial Term of four (4) year(s) commencing on the Installation Date. At the end of the Initial Term, Customer shall have the right, upon no less than 60 days prior written notice to SBC SNET, to extend this Agreement for an four (4) year term at rates, charges and a minutes of use guarantee to be mutually agreed upon by the Parties. If Customer does not exercise its right to extend this Agreement, or if the Parties do not agree to new rates, charges, or a minutes of use guarantee prior to the end of the Initial Term, then this Agreement shall terminate at the end of the Initial Term. Upon such termination, Customer may subscribe to other services offered by SBC SNET and SAI at the applicable rates.
8. Charges For Cancellation or Discontinuance of Service
 - a. If Customer cancels the Service prior to the Installation Date, then Customer shall pay SBC SNET any non-recoverable expenses incurred by SBC SNET. Non-recoverable expenses include, but are not limited to; engineering expenses, design expenses and any other expenses incurred provisioning the Service.
 - b. If Customer discontinues the Service during the Initial Term, or if SAI discontinues service to Customer pursuant to 8.c. below, Customer shall be liable to SBC SNET for the Shortfall.
 - c. SAI may discontinue service to Customer by written notice and in accordance with applicable law without incurring liability, if (i) there is an unpaid balance for service that is more than 60 days overdue; (ii) Customer's check or draft is returned unpaid for any reason after two attempts at collection.
 - d. In addition, SAI may discontinue service to Customer without notice for (a) any violation of law, rule, regulation or policy of any government authority having jurisdiction over service or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits SAI from furnishing such service; or (b) to comply with any order or request of any governmental authority having jurisdiction; (c) any breach by Customer of any of the terms of this Agreement.

9. Maintenance and Ownership of Facilities

SBC SNET shall maintain the facilities used to provide the Service in accordance with recognized industry standards and SBC SNET's applicable practices and procedures. At no time shall ownership or control of such facilities pass to Customer.

10. Liability

Telco's liability for damages arising in the course of furnishing the Service is limited in accordance with DPUC Tariffs, Part 1, General Regulations, Sheet 2. SAI's liability for damages is limited in accordance with the applicable FCC Tariffs, if any, and the Terms and Conditions.

11. Tariff Filing

If the Service requires a Tariff filing, the Tariff shall be subject to DPUC approval, and any applicable DPUC orders, as appropriate. If the DPUC rejects the Tariff or approves the Tariff in a form materially inconsistent with the terms hereof, the Customer may cancel the Service without liability to SBC SNET.

12. Use of Service

The Service may be used by Customer for any lawful purpose as defined or allowed by any applicable federal, state or local laws, rules, regulations, or orders of a state or federal regulatory body, and the Tariffs.

13. Assignment

In accordance with the DPUC Tariffs, Part 1, General Regulations, Sheet 1, and the Terms and Conditions, neither this Agreement nor any rights hereunder may be assigned or in any manner transferred without the written consent of Telco SBC SNET and SAI. Without limiting the foregoing, SBC SNET and SAI reserve the right to assign this Agreement to their Parent, or any wholly owned subsidiary of their Parent without Customer notice or consent.

14. Applicable Law

The Parties understand and agreed with regard to any term(s) and condition(s) set forth herein which are subject to State or FCC tariffs, such tariffs shall take precedence over the contract terms, and the interpretation of such terms shall be made by the jurisdiction under which such tariffs are filed. Terms and conditions that are above and beyond any Tariff issue as agreed upon between the parties and such other commitments made by Customer hereunder shall be subject to the Laws of the State of Connecticut.

15. Authority to Execute Memorandum

Customer, Telco and SAI represent that the persons who are their respective signatories to this Memorandum are fully authorized to do so.

16. Entire Agreement

- a. This Agreement, including the Tariffs and the Attachments hereto, constitutes the entire agreement between the parties hereto and supersedes all understandings, agreements, or communications, whether oral or written with respect to the subject matter hereof. With the exception of any changes to the Tariffs, no subsequent agreement or amendment between Customer and SBC SNET concerning the subject matter of this Agreement will be effective or binding unless it is made in writing and signed by the duly authorized representative of both parties. No representation, promise, inducement or statement of intention has been made by either party that is not embodied herein.
- b. Unless otherwise expressly set forth herein, where a conflict may exist between the terms or conditions of this Agreement and any other attachment, quotation, or related documentation hereto, the Agreement shall control.

CUSTOMER

**SBC SNET AND
SNET AMERICA, INC.**

By: _____
 Print: _____
 Title: _____
 Date: _____

By: CS _____
 Print: CHRIS GILES _____
 Title: TEL. ACCOUNT EXECUTIVE _____
 Date: 6/21/02 _____

Use of Customer Proprietary Network Information

Consistent with your rights under federal law, SBC SNET is committed to protecting the confidential Customer Proprietary Network Information (CPNI) associated with your account. This includes your usage, billing and the type of services you have.

By initialing below, you agree that SBC SNET and its affiliates may use this data to help improve and expand the services we provide and to assist in developing, testing, offering, pricing and marketing the services which SBC SNET and its affiliates might offer. SBC SNET will only share information with SBC SNET affiliates.

You are not required to allow SBC SNET to use your information in this manner. Even if you give your permission, you may contact your SBC SNET representative to discontinue this permission. Your approval or denial of approval will not in any way affect your service and will remain in effect until you change it.

By initialing below, you approve SBC SNET's use of CPNI as described above. Thank you for helping us to better protect your privacy.

CUSTOMER INITIALS

ATTACHMENT A

SBC SNET LETTER OF AUTHORIZATION

COMPANY NAME: Town of Wallingford

BILLING NAME: Town of Wallingford

ADDRESS: 45 South Main Street

CITY: Wallingford

STATE: Connecticut

ZIP: 06492

CONTACT NAME:

PRIMARY BILLED TELEPHONE NUMBER: (203) 294-2000 (PBTN)

EFFECTIVE SINGLE BILL DATE: _____

List All Billed Telephone Numbers (BTNs) and Auxiliary Telephone Numbers (ATNs) to be included in the plan. Indicate with a check if the BTN or ATN is to be PIC'd for Local, Intrastate and/or Interstate. Also indicate with a check, those numbers which are BTNs.

Participating BTN & ATN	BTN	Local	LPIC ¹ Intra	PIC ² Inter
1. SEE ATTACHMENT D	X	X	X	X
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

¹ Pre-designated Intrastate Carrier (LPIC)

² Primary Inter-exchange Carrier (PIC)

- With this signature I authorize SBC SNET to provide my local service where it is indicated by a check mark for the telephone numbers listed on this form and attached additional forms (if applicable).
- With this signature I also authorize SBC SNET to provide my Intrastate CT and/or SNET America, Inc. to provide my Inter-exchange long distance service where it is indicated by a check mark, for the telephone numbers listed on this form and attached additional forms (if applicable).
- I understand that I may select, per telephone number, only one in-state long distance provider and only one out-of-state long distance provider.
- I authorize SBC SNET to unblock my carrier choice protection to make these switches possible.

SIGNATURE: _____

DATE: _____

ATTACHMENT B

BLOCKING PROTECTION

COMPANY NAME: Town of Wallingford

BILLING NAME: Town of Wallingford

ADDRESS: 45 South Main Street

CITY: Wallingford

STATE: Connecticut

ZIP: Wallingford

CONTACT NAME:

PRIMARY BILLED TELEPHONE NUMBER: (203) 294-2000 (PBTN)

List All Billed Telephone Numbers (BTNs) and Auxiliary Telephone Numbers (ATNs) to be included in the plan. Indicate with a check if the BTN or ATN is to be covered by Blocking Protection for Intrastate and/or Inter-exchange long distance service.

Participating BTN & ATN	BTN	LPIC ¹ Intra	PIC ² Inter
1. SEE ATTACHMENT D	X	X	X
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

¹ Pre-designated Intrastate Carrier (LPIC)

² Primary Inter-exchange Carrier (PIC)

- With this signature I authorize SBC SNET to provide Blocking Protection where it is indicated by a check mark, for the telephone numbers listed on this form and attached additional forms (if applicable).

SIGNATURE : _____

DATE: _____

Attachment D

**Letter of Authorization for Carrier Selection (Attachment A) & Blocking Protection
(Attachment B)**

Following are the participating (BTN)s to be included in the plan. All of the BTN's are to be PIC'd for Local, Intrastate and/or Interstate to SNET.

203 2651729	203 2941323	203 2942061	203 2942135
203 2652378	203 2941996	203 2942065	203 2942140
203 2655866	203 2942000	203 2942070	203 2942145
203 2656754	203 2942005	203 2942080	203 2942155
203 2657753	203 2942010	203 2942090	203 2942165
203 2659714	203 2942015	203 2942100	203 2942175
203 2693014	203 2942032	203 2942105	203 2942180
203 2693688	203 2942035	203 2942115	203 2942190
203 2695173	203 2942040	203 2942125	203 2942199
203 2699891	203 2942060	203 2942130	203 2942250
203 9492660			
203 9492675			

**AGREEMENT FOR UNIFIED CUSTOM CALL PLAN
(CONTINUED)
ATTACHMENT C
GENERAL TERMS AND CONDITIONS**

AGREEMENT FOR THE USE OF SNET AMERICA, INC. (SAI) INTEREXCHANGE, INTERSTATE, AND/OR INTERNATIONAL LONG DISTANCE SERVICES INCLUDING CALLING CARD CALLS. Effective August 1, 2001 for interexchange and interstate services and January 1, 2001 for international services, including calling card services, provided to you by SAI, your continued use of these SAI services operates as your consent to be bound by this Agreement. If you do not accept and agree to all the terms and conditions of this Agreement, please notify us that you wish to terminate the service, subject to any applicable termination charge for existing contracts. To terminate, contact SAI at 1-800-808-7638.

Undertaking of SAI

SAI's service is furnished to you for communications originating and terminating within the United States (U.S) or between the U.S and international points. SAI's service is available twenty-four hours a day, seven days a week. SAI arranges for installation, operation, and maintenance of the service in accordance with the terms and conditions set forth in this Agreement.

Limitation On Service

Service is offered subject to the availability of the necessary facilities and equipment. SAI may decline applications for service to or from a location where the necessary facilities or equipment are not available. SAI may stop furnishing service in accordance with the terms of this document. SAI reserves the right to discontinue of limit service when necessitated by conditions beyond its control or when service is used in violation of provisions in this Agreement or the law. SAI reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques cannot confirm acceptance, or based on characteristics of the originating location. SAI reserves the right to refuse to process Calling Card billed calls when authorization cannot be validated or based on characteristics of the originating location. SAI reserves the right to discontinue service, limit service or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have a material affect on the business or economic feasibility of providing service, as determined by SAI in its reasonable judgment. SAI does not undertake to transmit messages, but offers it's service when available, and shall not be liable for errors in transmission or for failure to establish connections.

Assignment or Transfer

All service provided under this agreement is directly or indirectly controlled by SAI and neither you nor the Aggregator may transfer or assign the use of service without the express prior written consent of SAI. Such transfer of assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Agreement apply to all such permitted transferees or assignees, as well as all conditions of service.

Your Access

Except as stated otherwise in this document:

- (1) For interexchange or interstate services, you may access SAI's network in one of two ways: If your access line is pre-subscribed to SAI, you dial 1, plus the area code, plus the seven-digit number. If your access line is not pre-subscribed to SAI, you dial 1010763-carrier identification code.
- (2) For international services, you may access SAI's network in one of two ways. If your access line is pre-subscribed to SAI, you dial 011, plus the country code, plus the city code, plus the telephone number. If your access line is not pre-subscribed to SAI, you dial the 1010763-carrier identification code, plus 011, plus the country code, plus the city code, plus the telephone number.
- (3) For calling card calls, you dial the calling card platform at 800-555-5321 or 800-597-2444. At the first prompt, for calls within the U.S. you dial the area code plus the seven-digit number and for international calls from the U.S. you dial 01, plus the country code, plus the city code plus the telephone number. At the second prompt you enter your calling card number and personal identification number.

Location of Service

The originating and terminating areas for interexchange or interstate services includes all points in the U.S. Calling card calls originating from the states of AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX and WI are carried and billed by Sprint.

International service is provided for termination from the contiguous United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands to such other points as SAI currently serves internationally.

Use of Service

Service may be used for any lawful purpose by you or by any End User, subject to limitations and conditions imposed by any applicable foreign, federal, state or local authority. You obtain no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with SAI. Recording of telephone conversations of service provided by SAI under this Agreement is prohibited except as authorized by applicable federal, state and local laws, or foreign authorities.

Discontinuance and Restoration of Service

Service continues to be provided until canceled by you, in writing, or until canceled by SAI as described below. SAI may render a bill subsequent to the termination of service for charges incurred before termination. You may discontinue your service by written notice to SAI but you remain responsible for payment of all bills for service until the date specified by you or until the written cancellation notice is received, whichever is latter. SAI may discontinue service to you by written notice and in accordance with applicable law without incurring liability, if (a) there is an unpaid balance for service that is more than 60 days overdue; (b) your check or draft is returned unpaid for any reason after two attempts at collection; and/or (c) after three full billing cycles the service has not been used by you. SAI may discontinue service to you without notice for (a) any violation of law, rule, regulation or policy of any government authority having jurisdiction over service or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits SAI from furnishing such service; (b) SAI to comply with any order or request of any governmental authority having jurisdiction; (c) unauthorized or unlawful use of Calling Card numbers and Authorization Codes, which are issued by SAI to you and may not be sold or otherwise distributed without written consent of SAI.

SAI may block access to overseas points when fraudulent or unlawful use is substantial.

**AGREEMENT FOR UNIFIED CUSTOM CALL PLAN
(CONTINUED)
ATTACHMENT C
GENERAL TERMS AND CONDITIONS**

Restoration of Service

If service has been discontinued for nonpayment of as otherwise provided herein and you wish it continued, service shall, at SAI's discretion, be restored when all past due amounts are paid or the events giving rise to the discontinuance are corrected.

Cancellation of Application for Service

When you cancel an application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to cancellation, a cancellation charge equal to the costs incurred by SAI but not greater than the charge for the minimum period of service shall apply, including applicable installation charges, if any.

Initial Contract Period

Unless otherwise stated in this Agreement or agreed to in writing by you and SAI, the initial contract period for service is one month. Thereafter, contract periods shall be for successive one-month periods.

Payment and Billing

All calls may be subject to a minimum billing period based upon the individual service or calling plan, a service charge for operator handled calls and/or a surcharge or alternate carrier charge for calling card calls. Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. You are liable for any reasonable fees and expenses including attorney's fees SAI incurs in order to collect or attempt to collect the charges owed to SAI. SAI may also charge you a collection fee on the overdue charges of 1.5% per month or, the highest rate allowed by law, whichever is lower. These collection fees will begin to accrue when the account is assigned to an outside collection agency. Such fees are separate and distinct from attorney's fees and other costs incurred in collecting or attempting to collect charges or interest or late payment fees on charges owed to SAI. You are responsible for payment of all charges for service furnished to you, your agents or customers, or End Users. You must report any objections to billed charges promptly to SAI. The security of your Authorization Codes is your responsibility. All calls placed using your codes shall be billed to you and be your obligation. You shall not be responsible for charges in connection with the unauthorized use of your codes that occur after you notify SAI of the loss, theft, or other breach of security of your codes. SAI reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it was written. The assessment of such charge shall not limit SAI's right to discontinue service for returned checks or drafts under the section above entitled Discontinuance and Restoration of Service.

Disputed Bills

In the case of a billing dispute that cannot be settled with mutual satisfaction, you may, within 30 days of the date of the bill containing the disputed amount, request an in-depth investigation and review of the disputed amount. SAI shall communicate the results of such investigation and review as soon as reasonably possible. The undisputed portion and subsequent bills must be paid on a timely basis or shall be subject to cancellation under the section entitled Discontinuance and Restoration of Service. If the charges are substantiated by SAI, you will promptly pay such charges plus any applicable late payment charges and/or interest.

Deposits

SAI reserves the right to examine your credit record. If your financial condition is unknown or unacceptable a security deposit may be required which SAI may apply to overdue charges. The security deposit shall be equal to three month's estimated usage but may vary with your credit history and projected usage. After one year the Account shall be reviewed and if all amounts due have been paid within the terms and conditions of this agreement, the deposit will be refunded in full. If your service has been discontinued for nonpayment of overdue charges SAI may require a security deposit before service is restored. The fact that a security deposit has been made does not relieve you from prompt payment of bills. If subsequent payment or usage patterns change, SAI may request an increase in or resubmission of the security deposit as appropriate.

Advanced Payments

SAI reserves the right to require an advanced payment from you instead of or in addition to a security deposit. The advanced payment shall be equal to or less than estimated installation charges plus two months estimated billing.

Inspection, Testing and Adjustment

SAI may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this agreement are being complied with in the installation, operation or maintenance of your or SAI's facilities or equipment. SAI may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions. Upon reasonable notice, the facilities or equipment provided by SAI shall be made available to SAI for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to SAI. No interruption allowance shall be granted for the time such tests and adjustments are made, unless such interruption exceeds twenty-four hours and adjustment is requested by you.

Interconnection

Service furnished by SAI may be interconnected with services or facilities or other authorized communications common carriers and with private systems, subject to technical limitations established by SAI. Service provided by SAI is not part of a joint undertaking with such common carriers or systems. SAI does not undertake to provide any special facilities, equipment, or services to enable you to interconnect the facilities or the equipment of SAI with services or facilities of other common carriers or with private systems. Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this agreement and other common carrier's agreements. You shall ensure that the facilities or equipment provided by you are properly interconnected with the facilities or equipment of SAI. If you maintain or operate the interconnected facilities or equipment in a manner which results or may result in harm to SAI's facilities, equipment, personnel, or the quality of service, SAI may, upon written notice, require the use of protective equipment at the your expense. If this written notice fails to eliminate the actual or potential harm, SAI may, upon written notice, terminate the existing service of you.

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**AGREEMENT FOR UNIFIED CUSTOM CALL PLAN
(CONTINUED)
ATTACHMENT C
GENERAL TERMS AND CONDITIONS**

Liability of SAI

SAI's liability for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of SAI, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, termination, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this agreement calculated on a proportionate basis for the period such error, mistake, omission, interruption or delay occurs. In no event shall SAI be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profit of any kind whatsoever regardless of the cause or foreseeability thereof). When the services or facilities of other common carriers are used separately or in conjunction with SAI's facilities or equipment in establishing connection to points not reached by SAI's facilities or equipment, SAI shall not be liable for any act or omission of such other common carriers or their agents, servants or employees. SAI shall not be liable for any failure of performance if such failure is due to any cause or causes beyond SAI's reasonable control. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law order, regulation, direction, action or request by the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with any applicable rule or regulation. SAI shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury, caused by you, your agents, End Users, or by facilities or equipment provided by you.

Your Liability

You shall indemnify, defend and hold harmless SAI (including the cost of reasonable attorney's fees) against (1) claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over SAI's facilities or equipment; (2) claims for patent infringement arising from combining or connecting the SAI's facilities or equipment with facilities, equipment, apparatus or system of you; and (3) all other claims (including, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of you, or your agents, End Users, or your customers, in connection with the use of any service or facilities or equipment provided by SAI.

Arbitration

The services provided by SAI to you are in interstate commerce. Any controversy or claim arising out of or relating to this Agreement, including but not limited to the construction, performance or breach and any trade practices, negotiations or representations by SAI shall be settled by arbitration pursuant to the provisions of the U.S. Arbitration Act, 9 U.S.C. Section 1 et seq. and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgement of the arbitrator may be entered in any court having jurisdiction.

Taxes

Federal excise tax and state and local sales, use, and similar taxes shall be billed as separate line items.

Local Charges

In certain instances, you may be subject to local exchange company charges or message unit charges to access the SAI network or to terminate calls. SAI shall not be responsible for any such local charges incurred by you in gaining access to SAI's network.

Obligations of the Aggregator

When service is provided to the transient public through an Aggregator, the Aggregator must post on or near the telephone instrument in plain view of customers: (1) the name, address and toll-free telephone number of SAI; (2) a written disclosure that the rates for all operator assisted calls are available on request, and that consumers have a right to obtain access to the interstate common carrier of their choice and may contact their preferred interstate common carrier for information on accessing that carrier's service using that telephone; and (3) the name and address of the enforcement division of the Common Carrier Bureau of the FCC, to which the consumer may direct complaints regarding operator services. The Aggregator must ensure that each of its telephones pre-subscribed to SAI allows the customer to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the consumer. No charge by the Aggregator to the consumer for using an "800" or "950" access code number, or any other access code number, may be greater than the amount the Aggregator charges for calls placed using the pre-subscribed provider of operator services. The Aggregator must comply with any access requirements or rules that the Commission sets forth.

Assignment of Toll Free Telephone Numbers

SAI shall accept an applicant's request for a particular toll free service telephone number. SAI shall accommodate such request to the extent possible in administering the assignment of toll free numbers on a nationwide basis, in accordance with procedures established by SAI. No guarantee of the assignment of a particular toll free number shall be made prior to the initiation of service. The toll free number remains the property of SAI and you are given only the right to use the number subject to this Agreement.

Carrier Line Charge

You will be assessed a non-discounted Carrier Line Charge per end user line or service. This is a flat monthly charge that is established to recover a portion of the cost of access that SAI pays to the local telephone company for the origination and completion of calls on the local telephone network. Determination of applicability of the Carrier Line Charge to an end user will be made at a single point in time each month. The Carrier Line Charge will be assessed on the schedule below. The Carrier Line Charge will be applied subject to billing availability and is not contributory to meeting monthly minimums or eligible to receive discounts associated with specific calling plans. If you have one-way inbound only lines where you do not receive dial tone and cannot originate calls, the Interstate Carrier Line Charge will not be assessed by SAI, but, may be assessed by the local telephone company. The monthly charge is based on the type of service and number of lines that are subscribed to SAI. The current list of rates can be found on our web site www.snet.com or by calling your customer service representative at the number printed on the monthly telephone bill.

Municipal Account Plan

**AGREEMENT FOR UNIFIED CUSTOM CALL PLAN
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Universal Service Fund Charge

Residential customers will be assessed a non-discounted, flat-rated Universal Service (USF) charge. The USF charge applies monthly per telephone number where you have one or more interstate lines subscribed to SAI. Applicability of the USF charge to an End User will be determined at a single point in time each month. Business customers will be assessed a USF charge based on a percentage of the total net interstate and international charges. For billing purposes, these charges include usage and non-usage, i.e., monthly minimums and monthly recurring charges. All call plan discounts will be applied prior to the assessment of the monthly USF charge. The USF charge will be applied subject to billing availability and is not contributory to meeting monthly minimums or eligible to receive discounts associated with specific calling plans.

The USF Charge will be waived for residential customers who receive assistance for a single telephone line into the household's principal residence under a telephone lifeline assistance plan, approved by the Commission.

The current USF Charge can be found at our web site www.snet.com or by calling your customer service representative at the number printed on the monthly telephone bill.

Definitions

Aggregator – Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its Premises, for interstate Telephone calls using the service of SAI. The term you or yours may also apply to an Aggregator.

Agreement – Consists of these General Terms and Conditions and the specific terms and conditions applicable to the individual service or calling plan selected by you as reflected by SAI on your monthly bill or any written agreement between you and SAI. Except as provided in any written agreement between you and SAI, any term and condition may be amended or modified by SAI upon prior written notification to you and your subsequent acceptance as reflected by your continued usage of the service or calling plan. No amendment or modification of any term or condition shall be effective against SAI unless signed by an authorized representative of SAI.

Authorization Codes – A pre-defined series of numbers to be dialed by you or End User upon access to SAI's system to notify the caller and validate the caller's authorization to use the services provided. You are responsible for charges incurred through the use of your assigned Authorization Code.

Calling Card Numbers – A billing convenience whereby you may bill the charges for a call to an approved local exchange company-issued Calling Card. You are responsible for charges incurred through the use of your assigned Calling Card Number.

Commission – Federal Communication Commission.

End User – Any person or entity that uses the service of SAI under these terms and conditions. The End User is responsible for payment unless the charges for the service utilized are paid by you.

International – Those areas, other than the United States, to which SAI elects to provide service.

Third Party Billed Calls – A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

United States – The contiguous United States, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam and the Northern Mariana Islands.

You or Your – Any person or entity that uses service under these terms and conditions and is responsible for payment of charges.

TAX ASSESSMENT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of March, 2002, by and between BRISTOL-MYERS COMPANY now known as BRISTOL-MYERS SQUIBB CO., a Delaware corporation having an office at 345 Park Avenue, New York, New York, ("Company") and THE TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, ("Wallingford").

WITNESSETH

WHEREAS, Company and Wallingford entered into a Tax Assessment Agreement on September 21, 1983, as authorized by Connecticut General Statutes §12-65b; and

WHEREAS, the Agreement provides for a tax abatement on the future construction of real property with a cost in excess of Fifteen Million Dollars (\$15,000,000.00); and

WHEREAS, Company has constructed a new addition, the EF Node and supporting parking ("EF Node"), the cost of which exceeds Fifteen Million Dollars (\$15,000,000.00);

NOW, THEREFORE, in consideration of the mutual promises contained therein, Company and Wallingford agree as follows:

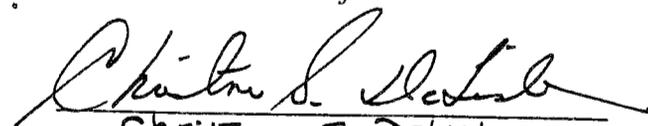
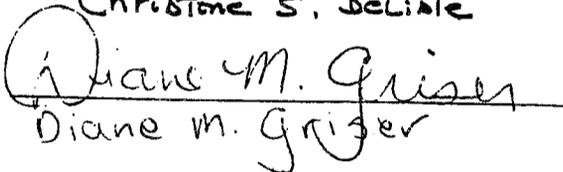
1. The Tax Assessment Agreement, dated September 21, 1983, is attached hereto and incorporated and made a part hereof.
2. The Fixed Assessment Period for the EF Node shall be fixed in accordance with this Agreement for a term of seven (7) consecutive fiscal years commencing with the October 1, 2001 Grand List.

3. The Assessment of the EF Node shall be forty percent (40%) of the assessment that otherwise would be made for the EF Node, based upon a fair market value thereof as of October 1, 2001, the last revaluation date; provided however, that nothing contained in this Agreement shall be construed as waiving any right Company may have to contest or appeal any assessment as further provided in Paragraph 8 of the Tax Assessment Agreement of September 21, 1983.

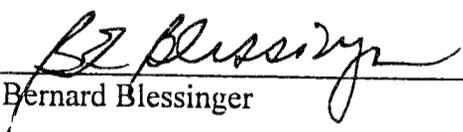
4. This Tax Assessment Agreement sets forth all of the terms and conditions agreed upon by the parties. This Agreement may not be modified or amended except by a written agreement by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of March, 2002.

Signed, Sealed and Delivered
In Presence Of:


Christine S. DeLiaie

Diane M. Griser

BRISTOL-MYERS COMPANY

By: 
Bernard Blessinger

TOWN OF WALLINGFORD

By: _____
WILLIAM W. DICKINSON, JR.
Its Mayor, Duly Authorized

RECEIVED FOR RECORD JUL 9 2002
AT 10 50 M A M AND RECORDED BY
Dorothy A. Bassett TOWN CLERK