

COPY



Town of Wallingford, Connecticut

TOWN ATTORNEY Appendix II
JANIS M. SMALL
ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL
CORPORATION COUNSEL
ADAM MANTZARIS
DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE 294-2140

April 1, 1992

Albert E. Killen, Councilman
Wallingford Town Council
45 South Main Street
Wallingford, CT 06492

Dear Mr. Killen:

In discussing my opinions of March 3, 1992 and March 23, 1992, you raised the following question:

Does the entire budget process, including the process set forth in Chapter III, Section 7, have to be completed by the second Tuesday of May?

I believe that in posing the question you are referring to the following sentence:

Subject to the provisions of Section 7, Chapter III, the council shall adopt a budget by the second Tuesday of May in each year, and file the same with the Town Clerk.

Again, I must caution against reading a sentence in isolation. Proper statutory construction requires that the applicable sections must be read as a whole. The budget process can be broken down into three phases. The first phase is set forth in Chapter XV, Section 3, which requires the Mayor to present a budget to the Council. The second phase is set forth in Chapter XV, Section 3, which requires the Council to hold a public hearing and adopt a budget by the second Tuesday of May.

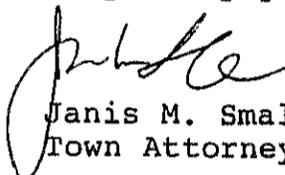
Chapter XV, Section 3, then provides that the Council's vote on the budget is subject to Section 7 of Chapter III which provides for the final phase of the budgetary process. If the Mayor vetoes the budget and a vote to override is unsuccessful, the Council will have failed to adopt a budget and the Mayor's budget will be "deemed to have been finally adopted by the Council," as provided in Chapter XV, Section 4. If, however, the override is successful, the Council's budget which was

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adopted by the second Tuesday in May, is the effective budget.

It is the second phase of the process which must be completed by the second Tuesday in May. If you have any further questions, please do not hesitate to contact me.

Very truly yours,


Janis M. Small
Town Attorney

JMS:da

cc: Mayor Dickinson
Council Members

RESOLUTION

WHEREAS, pursuant to Chapters 133 and 300a of the Connecticut General Statutes, the Commissioner of Human Resources is authorized to extend financial assistance to municipalities and human resource development agencies; and

WHEREAS, it is desirable and in the public interest that the Town of Wallingford make application to the State in order to undertake a Child Day Care Program and to execute a Grant Action Request therefor. It is understood that the Local Agency will provide a local grant-in-aid where applicable, in accordance with the requirements of Chapters 133 and 300a of the Connecticut General Statutes, as appropriate.

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

1. That it is cognizant of the conditions and prerequisites for State Assistance imposed by Chapters 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of a local grant-in-aid to the extent that it is necessary and required for said program.
3. That the filing of an application by the Local Agency for such funds as may be available is hereby approved, and that William W. Dickinson, Jr., Mayor of said Town of Wallingford, is hereby authorized and directed to execute and file such application with the Commissioner of Human Resources, to provide such additional information, to execute a Grant Action Request with the State of Connecticut for State financial assistance, rescissions and revisions thereto, and to act as the authorized representative of the Local Agency.

RESOLUTION

WHEREAS, The Wallingford Community Day Care Center, Inc. is a designated agency of the Town of Wallingford funded by the State of Connecticut through the Town of Wallingford for service to preschool and school age children and their parents; and

WHEREAS, The Wallingford Community Day Care Center, Inc. has been commended for both the level of service and the fiscal responsibility with which it has performed during its years of operation; and

WHEREAS, The Wallingford Community Day Care Center, Inc. is supported by State funds, voluntary contributions of time, money and material, including in-kind contributions by the Town of Wallingford; and

WHEREAS, The Wallingford Community Day Care Center, Inc. is continually in operating difficulty because of the delay in actually receiving funds approved by the State.

NOW THEREFORE, BE IT RESOLVED:

1. That The Wallingford Community Day Care Center, Inc. be permitted to borrow from the Town of Wallingford amounts necessary to meet the essential operating expenses of the Center between the time that the Center's program is approved by the State of Connecticut through its Department of Human Resources and the time the actual funding is received, but in no case to draw more than the amount approved and budgeted by the State for the period of operation set forth in the 1991-1992 budget.

The Wallingford Community Day Care Center, Inc. will repay the amount so borrowed immediately upon receipt of the State's grant for the period for which the funds were borrowed.

AGREEMENT

AGREEMENT entered into between the TOWN OF WALLINGFORD herein-
after referred to as the Local Agency, and THE WALLINGFORD COMMUNITY
DAY CARE CENTER, INC., hereinafter referred to as the Delegate
Agency.

W I T N E S S E T H :

1. The Local Agency has executed a Grant Action/Program Design
& Financing Plan with the State of Connecticut, acting by its
Commissioner of Human Resources, for funding programs to be carried
out by the Delegate Agency, acting in behalf of the Local Agency. The
Grant Action/Program Design & Financing Plan has been executed under
the provision of the Master Contract executed between the Local
Agency and the State of Connecticut on September 30, 1982.

2. The Delegate Agency and the Local Agency agree that such
Master Contract and Grant Action/Program Design & Financing Plan as
the Local Agency has executed with the State of Connecticut for the
purpose of funding the Before/After Program to be carried out by the
Delegate Agency shall be and hereby is incorporated into this
Agreement by reference and made a part hereof. The Delegate Agency

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expressly agrees to be bound by the terms of said Master Contract and Grant Action/Program Design & Financing Plan and to carry out the program subject to its provisions during the period July 1, 1991 to June 30, 1992.

3. This Agreement shall be incorporated into and shall govern the other agreements that expressly exist between the Local Agency and the Delegate Agency.

IN WITNESS WHEREOF, the Delegate Agency has caused this Agreement to be duly executed in its behalf and its seal hereunto affixed this _____ day of April, 1992, and thereafter the Local Agency has caused these presents to be signed and sealed by its Mayor, William W. Dickinson, Jr., duly authorized, this _____ day of April, 1992.

Signed, Sealed and Delivered
in the Presence of:

THE WALLINGFORD COMMUNITY
DAY CARE CENTER, INC.

BY:

Robert J. Wilson
Its President
Duly Authorized