

Town Council Meeting

422

July 23, 1985

7:30 p.m.

- (1) Roll call and pledge of allegiance to flag.
- (2) Public Question and Answer Period.
- (3) Presentation of Gift from Wallingford, England and accompanying letters of greeting by Mayor William W. Dickinson, Jr.
- (4) PUBLIC HEARING 7:45 p.m. on AN ORDINANCE REGULATING OUTDOOR FIRES WITHIN THE TOWN OF WALLINGFORD, AND RESCINDING ORDINANCE #23, requested by Councilman James A.G. Krupp.
- (5) TABER HOUSE PROPOSAL presentation by Mr. Larry Northrop, requested by James J. Acton, Library Board of Manager. (TABLED)
- (6) Consider acceptance of Partridge Run, requested by Linda A. Bush, Town Planner.
- (7) Consider & approve a transfer of \$4,519 from A/C 201P-CAP to A/C 201P-CAP, requested by Joseph J. Bevan, Chief of Police.
- (8) Consider & approve request to grant sick leave to Joseph Zaluski, Water Division, to be repaid per agreement.
- (9) Consider the following change in grade levels for the Town Sanitarian requested by Stanley A. Seadale, Director of Personnel.
 - (a) Consider & approve revision of pay grade level of Town Sanitarian from Grade 7 to Grade 9 effective October 1, 1985.
 - (b) Consider & approve changing George Yasensky, Town Sanitarian, from pay grade 9-2 to 9-3 effective October 1, 1985.
 - (c) Transfer of \$930 for Fiscal Year 1985-86. \$930 from A/C 805-319 to A/C 301-120.
- (10) Consider acceptance of Factfinding Report for IBEW, Local 457, (Water Department), Town of Wallingford.
- (11) NOTE FOR THE RECORD the Director's Report of the Electric, Water and Sewer Divisions for the month ending June 30, 1985.
- (12) Consider Resolution authorizing Mayor William W. Dickinson, Jr. to file application on behalf of the Town of Wallingford for the Grant for Landfill Scale and Scale House.
- (13) Consider acceptance of resolution language developed by the Personnel Department which describes benefits to be enjoyed by full-time appointed employees.
- (14) ACCEPT Town Council Meeting Minutes of July 11, 1985.
- (15) Discussion regarding hiring a consultant to review & revise insurance specifications, requested by Councilman Steven B. Holmes.

Summary of Town Council Minutes

July 23, 1985

Roll call and pledge of allegiance to the flag	1
Public Question and Answer Period	1-3
Presentation of Gift from Wallingford, England and accompanying letters of greeting by Mayor William W. Dickinson, Jr.	4
Waived Rule V and moved that articles sent from Wallingford, England be put on display at the library and then donated to the Wallingford Historical Society.	4
Public Hearing and acceptance of AN ORDINACNE REGULATING OUTDOOR FIRES WITHIN THE TOWN OF WALLINGFORD, AND RESCINDING ORDINANCE #23.	5-8
Removed Taber House from Table	8
TABER HOUSE PROPOSAL by Mr. Larry Northrop and acceptance of this proposal.	8-10

Contract will be negotiated between Mr. Northrop and his attorney and Mr. McManus and the Mayor and brought back to the Council for approval and then the Mayor will be authorized to execute the contract.	423 19-20
Withdrawn from the agenda the acceptance of Partridge Run.	20
Approved a transfer of \$4,519 from A/C 201P-CAP to A/C 201P-CAP	21-23
Waived Rule V to discuss the proposal to replace the North Farms Volunteer Fire Department's Tanker.	23
Approved proposal by Chief McElfish.	24
Immediate Certification of the above proposal.	24-25
Approved transfer of \$19,500; \$14,500 from A/C 923-2 and \$5,000 from A/C 923-3 to A/C 408-1.	25
Approved request to grant sick leave to Joseph Zaluski, Water Division to be repaid per agreement.	25-27
Approved revision of pay grade level of Town Sanitarian from Grade 7 to Grade 9 effective October 1, 1985; Approved changing George Yasensky, Town Sanitarian from Grade 7 to Grade 9 effective October 1, 1985; Approved transfer of \$930 from A/C 805-319 to A/C 301-120.	27
Waived Rule V & approved new Job Description for Sanitary Inspector.	27
Established A/C 159-135 and approved transfer of \$2,500 from A/C 805-319 to A/C 159-135.	28
Withdrawn from the agenda Item 10 for acceptance of Factfinding Report.	28
Noted for the record the Directors report of the Electric, Water & Sewer Division for month ending June 30, 1985.	29
Accepted resolution authorizing the Mayor to file application on behalf of the Town of Wallingford for the Grant for Landfill Scale and Scale House.	29-30
Accepted amended resolution language developed by the Personnel Department which describes benefits to be enjoyed by full-time appointed employees.	30-32
Discussion of The Real Personal & Property Appraiser	32
Accepted Town Council Minutes of July 11, 1985.	32-33
Discussion of Town Insurance.	33-36
Meeting adjourned.	36

Town Council Meeting

July 23, 1985

7:30 p.m.

A regular meeting of the Wallingford Town Council was held in Council Chambers, called to order at 7:40 p.m. by Chairman Gessert. Answering present to the roll called by Town Clerk Rascati were Council members Bergamini, Diana, Gessert, Holmes, Killen, Krupp, Papale Polanski and Rys. Also present were Mayor William W. Dickinson, Jr., Town Attorney Vincent T. McManus, Jr., and Thomas A. Myers, Comptroller. The pledge of allegiance was then given to the flag.

PUBLIC QUESTION AND ANSWER PERIOD

Mr. Matt Naclerio, 780 E. Center Street then came up to the Council.

Chairman Gessert then states that they should not be having a discussion with Mr. Naclerio due to the fact that they have pending litigation with his company, Tri-State Tire. This does not eliminate his desire to address this Council but he would advise not getting involved in discussion but simply listen to what Mr. Naclerio has to say.

Mr. Naclerio states he is here to relate a story over what has transpired over the Tri-State Tire fiasco and to raise certain questions, but not really to ask any. The way things have developed and the incidents that have occurred since have been somewhat mindboggling.

42

he wants to raise some questions and let people answer themselves as to the justice and the right and wrong of this incident. Some time ago, the Mayor wrote a letter to the Council noting that the land fee should be increased and that by doing so, somewhere along the line it would help in bonding issues and so forth. This leads one to wonder the true reason of the fee. In doing this, there seemed to be something obscure about operating the landfill, the dump. As a result of this ambiguous knowledge of what it costs to run a dump, let alone run a Town, certain fees suddenly emerged to defray these costs. The one he is particularly interested in is the one that involved the disposing of tires. For 12 years he was able to dispose of tires as a taxpayer in Town, which by the way as an individual in a company, they contribute about \$12,000 in taxes. Whether this is a lot or a little bit, it is a lot of repairs. It is hard work. Someone concocted a scenario of charges that the Town is subjected to to continue handling truck tires. He does states that they would have been better off telling everybody, including himself, that they don't want truck tires. This is a problem. He recognizes it as a problem and the world recognizes it as a problem. So, come up with a fee designed to, not to justify the disposition of the tires and the working away of the tires, but a fee designed to scare the person away. Pure and simple. The fee that has been designed and somewhat justified is going to get its jock knocked off. The \$150 that was initially proposed and the Council in their own way decided that a reasonable fee would be \$80, which he takes exception to, because there is no reason why they should have subsidized Tri-State Tire for the cost that Tri-State Tire doesn't put on the Town. Then it becomes arbitrary whether it is \$150 or \$80, the whole thing is arbitrary. Keeping in mind that he has not been able to find out how much it costs to run a dump, let alone how much it should cost the Town or Tri-State Tire, which happens to be the only Tire Company in Town to be subjected to this fee. This may come as a surprise to everybody, but other tire dealers in this town, he might add that the one on the corner from him has a location in Waterbury. He is taking his tires without causing a problem to the Town, and taking his tires to Waterbury for \$12 a ton. The other person in Town who has a place in Meriden, is taking his junk to Meriden. Only Tri-State Tire is involved in this particular problem and being subjected to these costs. This seems a little unfair. In the letter, it states that somewhere along the line, the cost of defraying, of what ultimately will be a reclamation will be the sum of \$3 million. This is closing costs. What they are looking at now to help this out is an additional \$12,000 from Tri-State Tire. From \$1,200 to \$12,000. Mr. Naclerio states that he wasn't aware of the fact that this was coming up for vote otherwise he would have been here. However, after it happened, based on the information they had, they decided in their best judgement to OK these fees. This arbitrary \$8/ton. Which, when the article came out, he stated to the Attorney that this could be detrimental to the company. He hasn't taken \$12,000 out of this company in 12 years. It could hurt. It is hard to say but it could hurt and he recognizes this as such. This came out in the newspapers. Subsequently, he read in the article and this is why he is here, that other members of the Council apparently saw something in this that didn't seem right. This might have been a gut feeling because no one ever came to him and asked his side of the story. It would seem to him that in order to make an intelligent decision, one that could be very meaningful, serious, and effect the lives of others, it would seem to him that somewhere along the line the members of this Council would have gotten in touch with him and at least gotten a view from the other side of the bridge other than what was said to them by other Town people. This wasn't done. However, when certain individuals of the Council suggested that maybe there was something that should be reinvestigated, the Council in its wisdom felt that it wasn't necessary. He went on record as saying the Tri-State Tire Company could be in jeopardy. People in this group know otherwise and he would like to know what they know that he doesn't know. He is saying that somewhere, somehow, someone should have gotten in touch with him and asked for his opinion. He is going on record and it will come out that a lot of the things they have heard is hogwash. They accepted it and acted on it and time will tell. If he loses and is forced to pay \$12,000, he was prepared to bring a group of individuals from the shop and as long as people are making decisions as to how Tri-State Tire is going to operate, then you choose which employee is going to be layed off. There is no in between. There is no \$12,000 floating around to be had at your leisure. This hasn't happened yet and he is trying to make crude points. He looks at some of you people and individually he would like to say that he likes you all. Collectively, he has a problem in light of what has been done. He is here to raise questions in their minds. Not

425

to ask any questions. What is happening now with this Town taking Tri-State Tire to court is monstrous. No only in this act, but one realizes the basis behind it all. This will come out in court. He has no alternative. This is essentially what he is here to say. He then states that he has another thing to relate to the Council. He is a citizen of this Town, he pays taxes and he respects everybody he deals with. Probably the impoverish more than the wealthy, the elite. As a result, he is overwhelmed with as much respect from others as he could hope or care for. However, it is unfortunate, but it has to be stated. What has happened is like an extension of the Council and its acts. He went to the Court the other day and being in court has got to be an experience in itself. You see people with problems you can't imagine. Mingled in with these people you find the ones that have it, the elite, the people that are supposedly the guiding light of society. He happened to be a fly on the wall just watching and observing. He didn't know one person from another. As he was watching he saw an individual right underneath a "no smoking" sign, smoking in the courthouse. A few minutes later, the same individual takes the cigarette, throws it on the floor, and steps on it. In a Courthouse! You see these things and wonder what the hell it is all about in terms of people. Some time later, this individual approached his lawyer. Chairman Gessert then tries to intervene but Mr. Naclerio states that he wants to say something. What has happened is a fact. This is an extension of a grievance that he has been subjected to. Right through into the court. Let him speak it and give his piece. If you overrule it, then overrule it. What happened has to be stated because as individuals, he personally would not accept it under any circumstances again. His lawyer told him that this was the Town Lawyer. Fine, no sweat. Draw opinions, win some, lose some. They wait 5 hours and get into the court 3:00 p.m. and it lasted 20 minutes. His lawyer asked whoever was testifying certain questions. Within 20 minutes, the judge called it quits. He adjourned the meeting and said it would be continued. This is the punchline. He is having difficulty living with it and they have to live with it because this is an extension of the Town. His taxes are paying this individual. This individual, the Town Attorney, Mr. McManus, got up, turned around to his lawyer, pointed to her and said "did you tell this guy he is going to pay the fees for this court affair?" He was in a state of shock. He didn't know what to do. He approached him, it was broken up, and that was the end of the scene. But here is an individual, a respected individual, a lawyer, law-abiding citizen, he is repressing you, talking to me like that. "This guy". Just remeber that. This is the end of his reason for being here.

Mr. Gessert thanks Mr. Naclerio. He states that they appreciate comments and he is certainly entitled to them. He wasn't there and he is not going to make apologies for anybody or take a position on a situation he did not see. The only thing he can say is that obviously to sit in a courtroom for 5 hours and then end up with 20 minutes of discussion and have the case recessed or whatever, this would be a lot to try anyone's patience. He is glad he wasn't there because he would have probably been pretty frustrated. They do appreciate the input. Mr. Gessert then intends on going on to item #3 but Mr. Krupp states that they did allow one person to take up the entire Public question and answer period and he feels someone else should be allowed to speak if they wish. Mr. Gessert then asks if there is anyone else who would like to speak.

Mr. McManus states that obviously the man speaking was referring to him. He is a private practice in the Town. There are people on the other side who have never liked him. He has already made himself a promise that when the opponent on the other side decides they like him, he will retire and get out of business. He doesn't expect the other side to like him.

Page 2

AN ORDINANCE REGULATING OUTDOOR FIRES WITHIN THE TOWN OF
WALLINGFORD, AND RESCINDING ORDINANCE #23

SECTION IV. SEVERABILITY AND EFFECTIVITY

1. The operation of all incinerators, including those approved previously under the provisions of Ordinance #23, shall cease as of the effective date of this Ordinance, except where such continued operation has been authorized in writing by the Fire Marshal in accordance with the provisions of this Ordinance.
2. The Town of Wallingford and its officials, employees, and agents shall not be held responsible or liable for any damage by any outdoor fire for which permission has been granted.
3. This Ordinance shall be in addition to, and not in lieu of, any federal, state or local law, regulation, statute, or ordinance pertaining

to outdoor fires.

4. Any violation of this Ordinance which predates its effective date shall be considered exempt from its provisions.

426

I HEREBY CERTIFY that the above Ordinance was enacted by the Town Council of the Town of Wallingford this _____ day of _____, 1985, in accordance with the provisions of the Charter of the Town of Wallingford

Rosemary A. Rascati
Town Clerk

APPROVED: _____
William W. Dickinson, Jr., Mayor

DATE: _____

Mrs. Bergamini then moved acceptance of this ordinance; seconded by Mr. Holmes.

Mr. Gessert then states that this is a public hearing and anyone from the public may comment.

Mr. Polanski then asks why we are changing the original ordinance. Did the Fire Marshall need a stricter Ordinance?

Mr. Krupp states that the change was requested by the Fire Marshall. This was done to establish some stricter regulations as well as to eliminate the outdoor incinerators which is illegal under Ordinance #23.

Mr. Rys then states that he assumes this is the first time Mr. Krupp has seen the letter from the Sanitary Inspector.

Mr. Krupp states that this is the first time he has seen it and he spoke to Attorney McManus about this and he says that the ordinance is, in fact, more stringent than the State Statute. This can be done. They can be more stringent and if he refers to Section IV, Paragraph 3, it states that this ordinance is in addition to, not in lieu of State Statute. Mr. Krupp then states that the point that was brought up was the fact that the outdoor incinerators do represent a significant hassle. They have discussed improved control and improved prevention. This is considered one of them.

Mr. Killen says that looking at the hours involved, under the Sanitarian's letter it states burning must take place between 10:00 a.m. & 5:00 p.m. with wind speed between 5 & 15 mph. Mr. Krupp's ordinance states that no outdoor fire of any kind shall be kindled between, sunset and sunrise without the permission of the Fire Marshall. What are the specific hours?

Mr. Krupp replies that the types of burnings in the State Statute is mass burnings. They are also concerned with fires that are kindled in public parks, etc. He is not sure they will be able to regulate and he does not know that State Statute regulates this type of fire from 10:00 a.m. on.

Mr. Killen states that they may have somebody in a position of trying to obey what we have with 2-3 interpretations of it and then find out they are in violation.

Mr. Rys states that State Statutes supercede this ordinance.

Mr. Krupp states that this has gone through the Town Attorney's office for approval.

Mayor Dickinson states that in terms of approval, #4 in George Yasensky's letter, it states that Local open burning officials may allow burning for a) destruction of disease or pests, b) clean garden clearings, c) fire fighting training, and d) agricultural management. other cases must be approved by DEP.

Mr. Killen then states that in reading George's letter, they would have

to get permission from either George or the Fire Marshall to kindle a fire in a park before 10:00 a.m. even for cooking purposes.

Chairman Gessert states that in going back to what Mr. Krupp said earlier, if you are trying to create a bonfire, then you need their permission. If you are trying to cook hotdogs it is different.

Mr. Killen then asks which one they are referring to. Mr. Krupp's or the Sanitary Inspector.

Mrs. Bergamini then states that in the first paragraph of the Inspector's letter it states "open burning". This is referring to burning fields and destroying crops. This is what the State Statute is talking about. They are not talking about a fire in a grill.

Mr. Killen then notes that under item 4 they take exceptions and they do not list cooking purposes under these exceptions. This is the point where the law says one thing and it says as much by silence as it does by what is written.

Mr. Gessert then refers to Mr. Krupp's ordinance where it states under 1e. that supervised outdoor fires used by any individual for purposes of cooking although it does say that within the boundaries of his/her property.

Mr. Krupp then points out that if they go to Section II, 1. it states that this does not apply to a supervised cooking fire between sunrise and sunset. Mr. Krupp states that he does not feel it would be necessary to file a DEP permit to go over to Chatfield Hollow and set up a fire in the fireplace.

Mr. Rys then questions under Section III, #2 it states shall be subject to a fine of \$50 for each violation. The State violation is \$100. Does this supercede this.

Mr. Krupp states that this is two separate violations. It is violation of State Statute and violation of Town Ordinance.

VOTE: Unanimous ayes; motion duly carried.

Mrs. Bergamini then moved that we remove item 5 from the Table; seconded by Mrs. Papale.

VOTE: Unanimous ayes; motion duly carried.

Mrs. Bergamini then made a motion to listen to the proposal for the Taber House and then vote on a decision; seconded by Mr. Rys.

Mr. Jim Acton, 45 Jones Road and Mr. Larry Northrop, Hartford, CT then started the discussion. Mr. Acton explained that he is representing the Library Board and he is hoping that the situation with the Taber House can be brought to some kind of happy conclusion. The position of the Library Board for the past 3 years has been that they would prefer to see the Taber House removed from the site and preserved and restored. He thinks they had felt preferably in Wallingford, and if not in Wallingford in some type of suitable location. Around the 1st of this year, Marylou Williams asked him to chair a long range planning committee and to come up with ideas for the use of the Taber House. As part of this approach they contacted people that they had been in touch with and one of them was Mr. Northrop. They asked if he would be willing to resubmit a proposal that he had a few years ago. Mr. Acton then asks Mr. Northrop to speak.

Northrop states that he really expected to come as an observer. He feels it may be worthwhile to say a little bit about his background so you know where he is coming from. He is a member of the Connecticut Preservation Action of Hartford Architects. If there is a house that is in the way of progress in Connecticut, there is a pretty good chance that the Historic Society, in any town, would refer them to him. Places in that kind of jeopardy are not often saved. He has a better track record than most. It has been 5 years now since he defended a one-room schoolhouse in Wallingford against demolition and people still talk about it today. The schoolhouse was demolished over his objections. He looks at the Taber House as an interesting architectural entity that should be preserved if at all possible. He offers his proposal as a way in which this can be done and meet all the criteria. He is not sure if there are other proposals that can be made that meet all the

42
tions. What he has offered to do is to remove this structure at cost to the Town and leave them a graded site and re-erect house in Rocky Hill in a setting that is entirely appropriate house like that.

Man Gessert then asks if there is a specific time limit on how it will take from disassembly to reassembly or is this nebulous.

Northrop states it is not nebulous and it is not set in concrete. He states they are in the process of rebuilding a post and 1820 Federal house that was moved from Saratoga, New York on an adjacent site. They would hope to move this along to reassemble the House at some time next year.

Gessert states that 10 years from now it will still not be in back of a trailer.

Northrop states that he cannot justify that kind of effort for kind of a time line. If he does it, he will do it in a reasonably time span and that is the only way he gets compensation for it.

Gessert questions Mr. Northrop as to what will be the use of the house once it is reassembled.

Northrop replies that their intent is for it to be a single residence. He doesn't feel zoning would allow professional or business offices.

Gessert then asks if this proposal has been reviewed by the Town as to the legal aspects of it.

McManus states that nobody has been in touch with his office.

Northrop replies that this arrangement is identical to that of what he did with Rocky Hill on their former Town Library.

McManis then questions the time frame and how long are they estimating it would take to start moving the house.

Northrop states that a couple of things have to be taken into consideration. One is that the tax laws are going to be changed.

This would require that he start work before January 1st of next year. As a practical matter, from start until finish, it would need to be less than 6 months. Beyond that the weather and other conditions would have to be taken into effect.

Mr. Gessert then states that the Taber House is something that has more been debated than the Statue of Liberty. They have probably spent more time talking about the Taber House than anything else. This type of issue has a tendency to attract all other types forces in many directions. Sentimentality is certainly one of them. He would now like to go out into the audience and let them speak on this issue. If someone has already said what you have planned to say, please don't repeat the whole thing. They will recognize the points of anyone who would like to speak but please keep to the point.

Edward Musso, 56 Dibble Edge Road, states that first of all he wishes they would use the microphones. He read that the Library Committee did not want to use it for a parking space. He feels there is no rush to get this house out of there. He states that Choate could possibly undertake this project and finish putting up the house they move. He wishes the house to stay in Wallingford. He would like someone in Town to fix it up and leave it there or move it. He wishes the Taber House to stay in Wallingford.

Jim Kennedy, 250 North Elm Street states that he was interested in the remarks about Wallingford, England as he went there in March. They have a very active historic preservation program. He states that if the house were there, there would be no question that the house be preserved. He states that he has expressed his feelings on this to a letter to the Mayor that they may also have. Since this time, he has gone up to Rocky Hill to visit the site. He is impressed with their sincerity and with the work they are doing there now. He thinks that if they lived in Wallingford they would be members of their group and trying to preserve with them. The question comes down to whether they want to leave the house in Wallingford or whether they want to move it. If they do decide to move it, he hopes they do have more discussion about the time

frames and the guarantees that it will be rebuilt and nothing happens that they will later regret. He does not know if they will decide tonight on the proposal to move it. 429

Chairman Gessert notes that the motion on the floor is that they adopt or reject the proposal. If the proposal were to be adopted, the contract language of the specifics and when certain things would happen, time frames etc. would have to be negotiated between Mr. Northrop, the Library Board, and the Town Attorney's office and the final contract would have to come back here for approval.

Mr. Kennedy states that his point really is whether to keep the house in Wallingford or go along with this proposal. There are pluses and minuses to each side. In his mind there is no question that there was desire on the part of the Town to preserve in Wallingford. It is simply a matter of desire. There is a controversial situation in Harwington where a mansion up there had funds provided by the State Legislature to move the house within the Town and use it for the Housing Authority of Harwington. It was an unusual situation but it did get done and this was due to the desire of the people of Harwington to keep it in Harwington. He does think that there are alternatives to the Taber House Issue.

Ken Donadio, North Farms Road, says that Mr. Kennedy suggests that it is just a matter of whether they want it out of the Town or not. He feels it is just more than that. Going back to the original planning of the Library, when that piece of property was bought, and he speaks as one of the first people on the planning committee from the very beginning, it was understood that they needed room for expansion 20 years from now. Currently, they realized the property was too small but it was the intention that when Mrs. Taber moved out of that home, that home was to be removed and there would then be the room the Town needed for expansion in the future. If they get involved in rebuilding this home there, they will get cut short later on in the future in expanding that building, they will not have the property then. He would just like to remind the Council that that was the original plan to move that house and use the property for whatever needed in the future.

Peter Hale, 1238 Scard Road, has 2 short messages. One from Mr. Clukey who wanted very much to be here but could not and asked Mr. Hale to tell them that the Historical Society is deeply interested in the preservation of constructed uses and the important things left in Town and now that hardly anything is left, it is more applicable to the proposed historical district to try to maintain something like this where it is so lets give this monumental house some new light as the landmark it should be. Now, a statement as former Town Planner, the records are full now of all the facts, pro and con, about the preservation of this heritage. They know of all the support for preservation from the press, radio, town people, 1400 of them, local, state and national organizations, versus the opposition from the Library Board and some of their neighbors. The townsmen are at the mercy of one of the highest paid due classes in our classes society in Hartford. But not here at home yet where they still have refuge in a referendum if necessary. So, we urge you to recommend a Town Vote if you can't agree conscienciously to keep this treasure right where it belongs and not to give it away for \$1 or tear it down. We beg you that you give the 1400 conservationalist townspeople with some Board members too, 6 months to put together a complete program, all of which has been outlined, for total use of this gem with permission to undertake necessary restoration in the meantime with free access to the building.

Jean Holmes, 28 McNabola Lane, states that she has a copy of the minutes of 1981 where Mr. Lunt suggested the association would decide what was best for the building. We will have control initially. There will be a question as to whether or not the Town agrees with that decision. Secondly he says that he thought the neighbors of that building could be brought to the Council as a separate budget as this building is to be used as part of the library service. This is the attitude. She then read a statement that said the proposal before you may have its merits if it were a proposal for Wallingford but it does not. What Wallingford does not want, someone else will take. Doesn't that tell us something. We have lost the Barnes Homestead this year which was built in 1670. The year of our Town Charter. In another period home on Carpenter Lane sold by FIP. Both were dismantled and moved out of Town. It is said that things are material

witnesses to our lives and perhaps the losses we must have to do with our sense of ourselves. You have 1400 signatures plus telling you not to move this home. Let us maintain our sense of ourselves, our heritage, and keep the Taber home in Wallingford. 430

Rufus Taber, who lives in Meriden, states that the opinion of his mother stated in the letter which she wrote is also the opinion of himself, his brother and his sister. He knows that when she sold the house to the Town of Wallingford, it was her intention at that time that the Library Board be the one to decide if they want the house in that location or not. As he said, she believes that if the Library Board does not want it there, then Mr. Northrop's plan is the most feasible plan available and she will go along with that for whatever it is worth. He will also go along with that and so will his brother and sister.

Larry Zabrowski, 182 New Cheshire Road, states that just recently the housing authority gave an offer on this project to decide whether to put housing authority offices in this unit and perhaps put moderate rental units in there. He then states that they are starting on some type of resolution, it just takes more time.

Mr. Krupp states that this issue has been around for a very long time. The reality says that we are running out of time. The time we are running out of and the thing that we have to look at at this point is the fact that come January 1st, there is going to be an extremely unfavorable change in the tax laws dealing with investment tax credits. Mr. Zabrowski's would be a nice offer but if it doesn't fall through, where are we. If we don't accept this proposal where are we come January 1st when no one else is interested in it. The Library acquired that property for a specific reason. Whether he agrees with it or not, it is still intended for that. Mrs. Taber's wishes have been made known. She has clarified what her intent was in turning that property over. He wants to see the Taber House preserved. He doesn't want it to roll around next year and suddenly there isn't anybody interested in it because there is no more tax credit involved and then suddenly see the \$12,000 used to demolish this. He doesn't think the Wallingford Historical Society or anyone else would be happy if we kept it in Wallingford in pieces. The prime intent is to preserve that house and preserving it within locality. He agrees with Mrs. Holmes. He is sorry to have to see anything leave this town and he doesn't agree with what is happening in the center of Town with this monstrosity and with the Post Office. The fact remains that they don't have a lot of time. The tax laws are not going to continue to work toward their advantage for this time period. They have to make a decision at this stage of the game of Mr. Northrop's proposal, if backed by some type of contract that that will be the disposition on the house is something to be considered very seriously. If we don't move now, we may never have another chance.

Louise Ives, 97 Hanover Street, Yalesville, says she cannot agree more with Mr. Krupp. After 3 years, it is easy to see that there are things to be said about both sides of discussion and they have been said over and over again. If by this time, we have not been able to come up with a conclusion, the full name of the game is compromise. This is the most logical and humane compromise we can think of. They want to save the Taber House. They have been accused as the destroyers but this is obviously not true. She doesn't think that anyone sitting here on the Council can deny that they have to deal with compromise every day, every year, and every week. She appreciates what Mr. Krupp says because he is showing that he is using sense and a sense of compromise for what we know has to be done.

Mr. Holmes comments that he feels it is time we put this issue to bed. We have to decide if we are going to go with the proposal of Mr. Northrop. If we don't do that, then we should consider refurbishing with Town funds. Town Funds are scarce. As just stated, politics is the art of compromise. If we don't want to see this destroyed, the chances of seeing the house remain in Wallingford are slim also. This is why he feels comfortable going with the decision of Mr. Northrop and hopefully they can end this issue once and for all.

Mr. Diana then welcomes Mr. Northrop to our community. Unfortunately he is in the middle of what is an exceptionally controversial issue. It is never pleasant when they have to decide on something that reaches the roots of Wallingford. It is most uncomfortable to be even sitting on the Council at this time. This is one of those times when you wish you lost the election. If the house must be moved he would like to say that he is pleased to see that it would be in professional hands. One thing mentioned earlier was that the house should indeed be preserved. It was of interesting architecture. If in fact it is of interested architecture and worth preserving, then why aren't they

431
doing it right here in Wallingford where it belongs. He just can't find it in his heart to vote this so called compromise. In this instance, he would be compromising his personal feelings on it. He just doesn't feel this building should be moved at this time. But, as he said earlier, if that is the vote, he at least has compromised in the sense that it is in good hands and that it will be taken care of. From the way he sees the vote going, this too is a moot Council as in Wallingford, England. To debate this all night has very little consequence. He will then pass this on to the chair.

Mr. Killen states that the word that surprised him was the word compromise. Compromise means bending a little bit by either side. It has been his understanding that the Library Board wanted this house moved from the very beginning. Where have they bent. The compromise has been on the part of the Town Council. He also heard the statement made when the Library Board purchased the land and the Library Board never purchased this land. The Town did. Mrs. Taber's intent is fine to think of but Mrs. Taber had all the time in the world to put her intentions on paper. She did so in the Contract of Sale and in the Deed. She wrote down her stipulations in the Contract of Sale and in the Deed she says that none of those particular provisions would survive her or her husband whichever would be the last survivor. If it was her intent that her house be preserved, which was one of the original stipulations in the Contract of Sales, that should have been removed at that point or made it final that in perpetuity, the house would be used for library purposes. In any contract or lease there are always two sides. Especially what were the nine Council people thinking when they signed the three particular articles pertained to here. He was not a member when the Contract of Sale was entered into; he was when the particular deed between the Town of Wallingford and the Library Board was signed. The part that disturbs him the most is that going back to the minutes and looking through the resolutions, which cannot be found in the Council Chambers, the resolution was adopted in mind that the Town was going to lease them the Library facility. The library facility can mean one particular thing to one person and another to someone else. He happened to second the motion for the resolution. His idea of the Library Facility was the building and the grounds pertaining to it. Never was it his idea that the Taber House would come down. Everytime this came up, if the Town had seen fit to divide this into Parcel A and Parcel B, which in reality is what Mrs. Taber did when she signed it because she retained for herself, the life use of a particular parcel of land. This was the immediate bounds of the house and the land to the north. That she set off to the side. The Town of Wallingford at that point had then deeded the entire Library facility up to the Taber House to the Library Board with no problem retained the use of Section B which would be the Taber House and that could be ours until such time as restriction on the deed, mainly that it be used for library purposes, would be removed with the death of Mrs. Taber. At this point the Town would be free to do what they saw fit to do. His question is where anyone can show him in the minutes that it was the intention of the Town Council to Deed the entire parcel to the Library Board. The power to take, sell, convey, lease, etc. of any land or any property and having to do with the Town of Wallingford lies with this Council. It is very specific in this area. If they read the resolution there is nothing that says it includes everything. It says: "Resolved, that the Town grant Wallingford Public Library Association, a 99 year lease on the new Library Facility located on North Main Street, Wallingford, for the purpose of operating the Wallingford Public Library. If on condition the Library Association sell the present Association property at 60 North Main Street, Wallingford, and deliver the proceeds of sale to the Town to be applied against the cost of constructing the new library building." The reason this resolution was adopted was because they wanted to go to court to try and break the will of Mr. Simpson the original owner of the land. Without an action along this line it could not be done. The intent here all along is that they would go on record that the Town would lease them that particular building in return for them selling theirs and making the proceeds available to us. The bottom line is that if they stick to the stipulation that it has to be used for library purposes, he would like to know where by moving it to Rocky Hill, they are fulfilling library purposes. This home is owned by the town and leased to the Library Board and all of these premises are to be used for library purposes. The only way this can be broken up is for the Town and the Library Board to renegotiate the lease. Other than that it is to be used for library purposes. How can you accomodate library purposes by moving the house?

Attorney McManus states that it is the property that is being used for the library purposes. He means the real property.

Mr. Killen states that they describe the Taber House as being part of the real property. The contract is very specific.

Larry Zabrowski, 182 New Cheshire Road states that by accepting Mr. Northrop's proposal, they are sending the Taber House out of Town without even another proposal being offered by the Townspeople or a private investor. Certainly Mr. Northrop's proposal is good and they don't want to lose out on this but why not wait until December 1st and if they don't have another proposal by then, let Mr. Northrop take it and let it go to Rocky Hill. Could they amend the motion to read that if a proposal does not come before the Council before December 1st then Mr. Northrop can take the house. 43

Chairman Gessert states that if a member of the Council wanted to make that amendment, that amendment could in fact be made.

Edward Musso, 56 Dibble Edge Road, states that the Council does not represent the 1400 people who want to keep the Taber house in Town. They only represent themselves and the Library Board. He wants someone outside the Council and Library Board to get in touch with Choate and see when they might be able to handle this project. Meanwhile, there is no urgency to remove this house. There should be more people interested in contacting other people who may want to move this house right here in Wallingford. He says there is nothing saying it has to be done immediately. Give some other people a chance like Choate, a chance to move this house.

Mr. Rys comments that there are alot more people on this Council who have been here a lot longer than he has. He has a package about 3" thick on all information regarding the Taber House. He likes the Taber House and he would like to see it preserved. He has seen many proposals for the house to stay right where it is but he has had a problem with this due to the fact of parking availability. This has been addressed that possibly park up the street or down the street but this doesn't convince him that they would still use the Library for parking. Mr. Rys feels that the home as it is now, without heat, every minute it stands there it deteriorates more. There are water stains and this proves deterioration. No one here in the Town of Wallingford has expressed interest in moving the house. He would like to see the house stay in Wallingford, but he never said he would like to see the house stay where it is. They have a proposal here that will preserve this home. He also wanted to note that those 1400 people represent about 3 1/2% of the population of the Town of Wallingford. If this ever went to referendum, that is who would go out and vote, the 3 1/2% and it isn't good enough. Therefore, he is in favor of Mr. Northrop's proposal. He is happy to see that someone is interested in preserving this but he wishes someone within the Town could have come up with a proposal to move this house to another location right here in Wallingford.

Chairman Gessert states that he is going to the audience one more time. If you want to speak please do so now.

Jean Donadio, North Farms Road states that Mr. Musso referred to Choate doing something with the Taber House. Never to her knowledge has Choate even offered to do anything with this building. They have had plenty of time to do so. He is talking like Choate is ready, willing and able and she doesn't feel that this is a reality. She too has great affection for the Taber House and more than that she has great affection for Mrs. Taber. She respects her opinion highly, values her home, but she would like to not think of herself as being terribly insular. She loves Wallingford, she loves the State, and she loves the Country and she would be delighted to have the Taber House stay in the State of Connecticut.

Marybeth Applegate, 1 Perkins Drive, states that Mr. Killen brought the statement that the house or property, which is covered by the deed. Mr. McManus addressed this but to add to this, the House Disposition Committee had a meeting on March 2, 1983 to clarify all the legal questions regarding the property. At that time there were about 25 questions to be addressed. One of the questions said: It is understood that the Town intends to use this property for Public Library purposes, does it include the house? The answer given at that time was that it refers to the land only and not the house. This was clarified at the meeting in 1983.

George Lane, 35 South Turnpike Road, states that he disagrees with Mr. Rys that if it went to referendum they would lose. He thinks the 1400 people have spoken and they should give the other people in Wallingford a chance to speak and he feels that they could win in a referendum.

Rys states that Mr. Lane may have misinterpreted what he said. He meant was just like what happened with the Armory building, is the amount of people they would get to vote. Mr. Lane comments again that he does not feel this way and he feels they would win a referendum.

Killen notes that Mr. Rys brought up the fact that parking would be a problem. Parking already has proven a problem for the new Library. It hasn't stopped them from expanding. They couldn't build a new library because they did not have the funds. The Town of Wallingford built them a library for them and for us. They are trying to find someone who can make use of that building and they are trying to say that the Library Board can find additional parking, the Town with financial backing can not come up with additional parking. The Taber House was one parcel of 5. The Town came up with the money and made it available for the library facility. They did it with minimal condemnation. None of the buildings were condemned but some land was condemned. Wallingford knew what it was doing. He is one of the people who believe that the Taber House should stay there. Anything that could be done to preserve it should be done right there. Nothing should be done to preserve it if they go on the attitude that the Taber House should be demolished or moved. There is no compromise there whatsoever. They have had a couple of offers that the house would be redone with the cost to the taxpayer and would revert to the Town. In a given time something like 30 years, even at that given time, if it were \$500,000, but still if the library needed room for expansion, it would be nothing preventing the Town fathers to say \$500,000 would be needed. We need expansion, knock it down and expand. The Town does not have that particular privilege. They are told that they will live up to the law that it be used for library purposes. The deed it lists 5 particular properties. After that, the next paragraph states the demise premises should not include the residence known as the Taber Residence located on the New Library so long as this residence is occupied by Margaret Taber. Such residence shall become a portion of the demise premises after Margaret Taber ceases to occupy it. This is his point originally. It is to be used for Library purposes. They start separating again. He knows it can be done because they broke a gentleman's will. What do they do? Go around breaking everything this way. They do their intent when it suits our purposes and when it doesn't they say the hell with it. Do any of us have any honor here? He is one of the gentlemen who signed the Declaration of Independence. If they looked down at us they would hang their heads in shame. Is this what they put their honor on the line for? He gets disgusted.

Mr. Diana states that it is a shame that the house has to leave Wallingford to enhance the beauty of another community. How many times have they driven through Connecticut and told someone else what a terrific historic district they just saw in Glastonbury or what a terrific historic district they just saw in Rocky Hill or Madison etc. How many times we have said something like that and yet we have the opportunity to have something like this right here in Wallingford. We have what could potentially be a corner stone of that historic district. We have recently heard about realtors in Town banning together because people of Bristol-Myers are going out of town to buy homes. One of the reasons, they are going to quaint communities. Why aren't the people of Wallingford sticking together. You don't need roots here to have pride in the community. He can understand the Library Board and its intentions, but he just cannot continue to give away what is so sacred and so precious to us just for the sake of progress. So again, he is going to vote that they maintain the house here in Wallingford until they come up with a better solution.

Mrs. Bergamini states that she wasn't going to speak but some things that came out for the record she really feels she has to rebut. First of all this is not a hasty decision. This is her second term on the Council and she is facing a 3rd term she hopes, the Taber House has been here before she arrived and she has a hunch it will be here if they don't do something tonight. As far as a proposal coming from Wallingford, nobody has come to us and said they will do such and such etc. They always put a proposal before them and then kind of dropped it in their laps half way. They never had a complete proposal that would take the financial burden off the Town of Wallingford. This is number 1. Number 2 is that it is very well to say they can put this and that into the building but they don't have any room in that house to even put a driveway unless they are using a moderating code. Also, they set up rules for every doctor and attorney along North Main Street that they have to have 1 1/2 car spaces for every square feet. Why would they suddenly say that the Taber House does not need this. It is not fair. There is no way they could use this house and not create more of a parking problem than they already have

434
on North Main Street. To touch on what Mr. Diana said about Bristol-Myers, she went out to Bristol-Myers. The people in Evansville, a few of them have commented that it would be a joy to live where the water is. If you ever saw Evansville, you would know why. Out of all the people from Bristol-Myers coming, she would guess that about 11 of them can afford the housing in Madison or Guilford. She firmly believes that many of them will live in Wallingford and if not in Wallingford, the towns adjacent to Wallingford. Certainly she would guess that $\frac{1}{2}$ of them will eventually settle in Wallingford. Finally, she states that it is true the law is going to change and that by January 1st they will no longer be able to entertain a proposal like this. Certainly she is going to vote for this proposal tonight.

Mrs. Papale states that the reason she has been quiet for the last hour and one half is that she feels people are probably tired of hearing what she has to say. She has talked to the members of the Town Council for the past 6 years and made her feelings known about why she didn't think the Taber House should remain on the Library property.

Mr. Krupp made a statement that she has been trying to say all along. She doesn't feel she has to go through all the reasons why she feels the Taber House should not remain where it is and it should be moved. She just wants to make one thing clear. She never came up with the idea that that house has to be demolished. If that house in any way could have been moved to Wallingford she would have been very happy. Also, Mr. Musso brought up the fact they were rushing. They have waited many years. Everyone knew what was going on. If anyone had intentions of doing something with the Taber House they would have come to us, the Mayor or the Library Board by now. She really feels that this house will not be moved by anyone here in Wallingford. She really feels that Mr. Northrop is doing them all a favor. She realizes Mr. Northrop will make a profit on this, but he is in business and that is the way it should be. Her reasons have been well expressed and she is not going to bring this all up again but she does feel that this is what Mrs. Taber wishes. Mr. Killen is reading this one way and she is reading it another. This is why they often have differences of opinion sitting here on the Council. She feels in her mind that that property was sold to the Town of Wallingford with the idea that the Taber House would be either used for library business or used for Wallingford's use in future years to come. This is why she has felt that Mrs. Taber has been very nice to them from the beginning. She received a price for that land but when you look at what we paid for it, it really was a gift. She really feels that the library would not have been built on that property if it were not for the Taber House to be moved. If that was suppose to stay there, you wouldn't see that out in front and the library out in back. It was all planned and this is what Mrs. Taber wanted. This is why she will vote Mr. Northrop to move this house. She does hope if the vote is taken and Mr. Northrop does get the house, everything will be down in black and white to make sure he will restore it.

Mr. Polanski agrees with Mrs. Papale. A decision was made to buy the land, a decision was made to build the library, the Library Board has the Library and they feel the house should not be there. He says make a decision now and not six years from now and let someone else worry about it.

Mr. Killen comments that what he was trying to say before was that Mrs. Taber had every opportunity to make known her wishes and she made known her wishes and no where is that particular piece of land reserved for library purposes only. This is something that came about afterwards. He knows Iris does not agree but he says that when a person takes certain time to list certain provisions, 7-11 or 12, they have something specific in mind. When they then put in the deed that these things will cease at a certain time, they also know what they are doing. What she is saying then is that this person was misrepresented by the Council, or this person did not know what she was doing herself. There was nothing that gave the Town of Wallingford the edge. They gave Mrs. Taber just what she sought to do and God Bless her. The Town got the library and she preserved a home for her and her husband. Again, she didn't say in there that this could be used for only library purposes. Again the Town would not have the library where it is if they were limited to the use of the Taber Land. They had to go elsewhere. If a certain thing arises and it is good for the community, you go and take it to the proper boards and let them decide if you are violating laws. They all have the same idea in mind. If an effort could have been made saying that they could understand that some people in this town would like to save it and they are taxpayers like we are then lets put out an effort

and save it. They will not find this in the minutes that there was an effort to save it.

435

Chairman Gessert states that he will speak last and then have Town Clerk Rascati call the roll. He then states that this is probably one of the most debated subjects since he has been on the Town Council. They have seen many proposals go up and before they get off the ground, they go up in shreds. Everyone has reasons why that proposal is no good. Frankly, he has not seen a compromise on keeping the Taber House here. The only compromise has been to get it out of here. He doesn't mind getting the Taber House off that piece of property, but he was out in East Wallingford the other day and he found a lot of property around MacKenzie Reservoir where that house would look very nice. Also, driving down Elm Street there is a very large funeral home on South Elm Street that has a very large lot that this house could fit very nicely. If there is compromise, let there be compromise to move the house in Wallingford. He doesn't know why Mr. Northrop likes Rocky Hill, whether he owns the land in Rocky Hill, whether he gets a good deal from Rocky Hill or what his arrangement is. He has no problem but he would like to find out what is so special about Rocky Hill and see if they couldn't apply the same special things right here in Wallingford. He wishes the 1400 people who signed the petition put up \$50, then they would have the money to move it. He doesn't fault them for it because at least they went out and made the effort. It would be very easy to say to vote it because then it won't be on the agenda again. However, he feels strongly enough that the Taber House started in Wallingford, he feels it should be preserved, and he feels it should be preserved in Wallingford. He does not want to see it preserved in someone else's community. Somebody said compromise earlier and he supposes this building was a result of a compromise. He will compromise moving it off North Main Street if someone comes up with a location in Wallingford. He does not believe in moving in or out of Wallingford.

Mr. Krupp states that by voting on the original motion, they won't accomplish anything as the original motion was just to take some action.

Mrs. Bergamini then withdrew her previous motion which was seconded by Mr. Rys.

Mrs. Bergamini then made a motion that the Council vote to accept Mr. Northrop's proposal; seconded by Mr. Krupp.

VOTE: Council Members Bergamini, Holmes, Krupp, Papale, Polanski and Rys voted yes; Council Members Diana, Gessert and Killen voted no; motion duly carried.

Chairman Gessert then called a 5 minute recess in honor of the Taber House.

Attorney McManus then states that his suggestion was that perhaps Mr. Northrop's attorney could contact his office and between the two of them over the next couple of weeks they would draft a formal contract to be signed by the Mayor.

Mr. Krupp then made the motion to authorize the Town Attorney's office to negotiate the contract with Mr. Northrop regarding the disposition of the Taber House and to subsequently authorize the Mayor to execute such a contract; seconded by Mr. Holmes.

Mayor Dickinson states that that is fine but if they want to see the contract as far as the guarantees and whatever, then they should make that provision. Otherwise it would not come back to them for review. If they want to see it anyway, he would provide the opportunity but if they want a formal requirement, they should make it part of the motion.

Mr. Krupp states that he feels the Mayor is fully aware of what their intent is and he is not sure this step is necessary. He is sure the Mayor will let them see the contract before it is executed.

Mr. Killen states that this very omission is what has occurred when the lease was entered into between the Town of Wallingford and the Library Board. There is no evidence that this contract was brought before this Council. Mr. Killen is then asked if he would like to amend the motion and Mr. Killen states he wants no part of this.

Mrs. Bergamini then moves to amend the motion and Mr. Krupp accepts a friendly amendment to add: after executed by the Mayor it is then subject to review by the Council.

Mr. Bergamini then questions Attorney McManus if this could happen before the next meeting. Attorney McManus states that the Mayor cannot sign this then. If they want to do it this way, they would have to approve it before the Mayor can sign it.

- 436

Mayor Dickinson states that they should make the motion to negotiate the contract to be approved at the next meeting and then authorize the Mayor to sign it.

Mr. Gessert then states the motion will read that the contract will be negotiated between Mr. Northrop and his attorneys and Mr. McManus and the Mayor and brought back to the Council for approval, and the Mayor will then be authorized to execute the contract.

Mr. Bergamini then notes that the next Council meeting will be August 13th. Will this cause problems to Mr. Northrop.

Mr. Northrop replies that this may cause some scheduling problems.

Attorney McManus states that this doesn't look like a very complicated agreement and if Mr. Northrop's Attorney could give him a call they can work it out.

Mr. Gessert: Council members Bergamini, Holmes, Krupp, Papale, Polanski and Rys voted yes; Council Members Diana, Gessert, and Killen voted no; motion duly carried.

Chairman Gessert then notes that Item 6 to consider acceptance of Cambridge Run has been withdrawn.

Mr. Holmes then moved the transfer of \$4,519 from A/C 201P-CAP to A/C 201P-CAP; seconded by Mr. Krupp for discussion.

Mr. Gessert then reads the letter from Chief Bevan. What he is basically saying is that there was an accident and the cruiser was totalled.

Deputy Chief Reynolds states that it is his understanding that \$75,600 was appropriated for the new police cruisers. The bid came in at \$66,528 which left a difference of \$9,072. The police car was demolished & after a deduction of \$1,000 from the insurance company, they got \$6,569 from the insurance. What the Chief is asking now is the balance of \$4,519 be taken from the \$9,072 left after the bids came in.

Chairman Gessert states that basically there was some money left over from the purchase of new cruisers and someone wants to take that and add 1 more cruiser to the fleet to replace the one that was demolished.

Mr. Krupp questions who was at fault in this accident. He is told by Deputy Chief Reynolds and the Mayor that this is a subject of litigation.

Chairman Gessert states that apparently the patrolman feels he was not at fault and the other vehicle involved feels they were not at fault. The court will decide who was at fault.

Mr. Killen questions the age and the mileage on the car.

Deputy Chief Reynolds states that this was one of the new cruisers purchased and had about 19,000 to 20,000 miles.

Mr. Polanski questions taking it out of the same account and putting it back into the same account.

Chairman Gessert states that there were 6 cars funded and they are changing that from 6 cars to 7.

Mayor Dickinson states that his understanding is that they are replacing one vehicle. The transfer is from the Capital Item for 5 police cruisers to Capital Item Replacement Police Cruiser. So they are replacing one vehicle demolished but it is not from the same account where they purchased the new vehicle. It comes down to replacement. The replacement vehicle is being funded through:
1. Insurance proceeds and 2. Funds left over after the purchase of 5 vehicles. He hears what they are saying that they are purchasing another cruiser but it is not the same capital account.

Mr. Myers states that it is the same account number but capital is

controlled by item. He doesn't make a line item for each capital item in the budget.

Mr. Krupp questions where is the item that would treat the insurance payment as income. 437

Mr. Myers states that the insurance money has been kept in reserve outside the Police Department's Budget.

Mr. Krupp then states that they are going from 6 to 7 vehicles.

Mr. Myers states yes and the Insurance money he has in the General Fund awaiting the additional funds to be appropriated to make up the \$11,000. This will not be shown as an additional income in the Police Department's Budget.

Mrs. Bergamini wonders who decided to accept this insurance settlement. She has a 1978 Olds and was offered \$4,900 book value on it. This car was only 8 months old. She was then told that the adjustor placed the value on this car.

Mayor Dickinson states that the adjustor used book value.

Mrs. Bergamini states that this was the car purchased last fall for approximately \$11,200 and they are accepting \$7,500 for it. Who accepted this settlement. She was told Chief Bevan accepted it. Mrs. Bergamini then states that book value could not have depreciated that much.

Chairman Gessert comments that when you buy a new car and drive it off the showroom it probably depreciates about 15% before you even drive it into your driveway.

Mrs. Bergamini states that this car is not even one year old and it shouldn't depreciate 25%.

Mr. Rys then asks Deputy Chief Reynolds if the vehicle they are replacing it with will be an identical vehicle.

Deputy Chief Reynolds states that this is going to be replaced by one of the new cars they bid on. A Plymouth.

Mr. Rys comments that he noted specific reasons why the Plymouth was a bad car last year. Unless they have had drastic changes, he would not approve the purchase of the Plymouth. Since they have had the Ford's they have been nothing but good.

Mr. Diana agrees with Mrs. Bergamini in that this settlement is certainly out of line. One problem was that this was the low bid and the Ford was the better car. They just lost \$3,500 after 20,000 miles and he questions the value of that Ford. He feels if it is not too late, they should not accept this insurance settlement. Insurance is certainly a sore spot in this town and it looks as if it is getting worse. It was then noted that the insurance check has already been received.

Mayor Dickinson comments that this insurance check can still be reviewed. He doesn't see any reason why they can't request a review by the insurance examiners. He could get the information and ask one of the examiners in the insurance department whether this looks proper or not.

Mr. Killen asks Mr. Myers if it is common that they take the proceeds from the vehicle and put it toward the purchase of a new vehicle.

Mr. Myers states that this happens often and he reserves this money and allows the departments to go out and replace what they have as long as it covers it. If it doesn't then they have to come to the Council.

VOTE: Council members Diana, Gessert, Holmes, Killen, Papale and Polanski voted yes; Council Members Bergamini and Rys voted no; Mr. Krupp passed; motion duly carried.

Chairman Gessert noted before the Chief leaves, they supported RID and initiated the anti-drunk driving campaign etc. What should unfold in the Post last week and in the Record this morning but some yoyo who drives around Wallingford and gets arrested for drunken driving practically weekly. What good is it doing to arrest this guy on a regular basis and then give him his license back. He feels they should go along with some sort of policy in this Town that if someone is arrested for drunken driving more than once in a given 60 day period, his license should be locked up in the vault and held there.

Deputy Chief Reynolds comments that they can only hold the license for a 24 hour period and they then have to give it back. 4

Chairman Gessert then states that he read in the paper that according to the Motor Vehicle Department, upon request from the Police Dept. they can revoke someone's license prior to them going to trial. He then reads that some personnel in our Police Department know nothing about this. He then states that he would like Deputy Reynolds and the Chief to get in touch with Motor Vehicle and find out exactly what our rights are and what action can be taken. Then inform every patrol office what the procedure is so they will be able to take some action without waiting for the judicial system.

Mr. Rys questions that a person arrested while driving intoxicated is that person not suppose to be bonded. He then comments that he read in the newspaper that some individual was arrested and put on PTA. (promise to appear). He feels departmental policies should be for everyone.

Mr. Killen questions if they will need immediate certification for the transfer of money for the replacement cruiser.

Mr. Myers states that when he did this he thought they would know it was his writing. Mr. Myers then corrected the original.

Mr. Holmes then moved to Waive Rule V to discuss the proposal to replace the North Farms Volunteer Fire Departments' Tanker; seconded by Mrs. Bergamini.

VOTE: Unanimous ayes with the exception of Mr. Rys who was not present for the vote; motion duly carried.

Chairman Gessert comments that Chief McElfish has written a letter to the Mayor. The Council had authorized the Fire Department and the North Farms Volunteer to use a negotiating process and come up with replacement vehicle for Tanker 7. They also appropriated \$20,000 for this project and they did ask them to come back to the Council with the results. They have the money budgeted and they have the proposal for them.

Chief McElfish states that Mr. Greenbacker has prepared a letter about the proposal. They have tried to deal locally with numerous dealers and there are really no good cab and chasis available at this time.

As indicated, an alternate is to use their tank. They have had it checked and it is in good shape. What they will do is take this old tank and put in on the new cab and chasis. Again, they only have \$20,000 to work with. However, with this proposal, the vehicle will be operational. It will take 2-3 weeks for the purchase order to get written up and all the necessities. They have located a dealer that can give us a new tank with all the piping and everything and then said what they were looking for was a cab and chasis.

Chairman Gessert then comments the Chief on his quick efforts for this proposal. He feels the twin rear axles will certainly help the weight distribution problems they have had in the past and provide a more stable vehicle. He also goes on to say that Mack has a very good reputation in the truck business. Chief McElfish just wants to add that this includes the trading in of the 1965 Mack.

A motion is then made by Mr. Krupp to approve the proposal by Chief McElfish; seconded by Mr. Holmes.

Chairman Gessert states that he feels this is a good proposal and that the North Farms Volunteers are going to be putting some sweat equity into it. He feels it is a job well done and he hopes the vehicle turns out to be an excellent one.

Mr. Diana asks if this is locked in.

Chief McElfish states that David Greenbacker has until tomorrow to decide. If it does get approved, they will call them and then they can go ahead and process the P.O.

Mr. Killen questions the 187,000 miles.

Mr. Greenbacker replies that he looked at other trucks and some had 400,000 to 600,000 miles. Chief McElfish notes that this was a lease truck and they had really maintained it and they have complete service records. Again, he states that it looks good, it sounds good and they hope it to be a very good vehicle.

Mr. Holmes questions the safety of this truck and if they feel comfortable with it.

David Greenbacker replies that this will be even more safe. Right now their truck is 7,000 lbs. overweight. They will be getting a better tank. Their tank has been looked at states Chief McElfish and has been found to be in very good condition.

Mr. Killen questions if it was incorporated into the motion that they waive the bid.

Chairman Gessert states that the bid was already waived. When the budget session was done, they appropriated the money and at that time there was a motion passed to allow the waive of the bid.

VOTE: Unanimous ayes; motion duly carried.

Mr. Krupp notes that they have until tomorrow to make up their minds. Will roll call cover them for immediate certification, or should this be a separate action.

Chairman Gessert states that just to be on the safe side someone should move immediate certification.

Mr. Krupp moved immediate certification based on the secretary reading the original motion back; seconded by Mr. Diana.

The original motion read that it was to approve the proposal by Chief McElfish.

Mr. Killen then asked Chairman Gessert to sign this original motion and Mr. Gessert then did so.

VOTE: Unanimous ayes; motion duly carried.

Chief McElfish states that they will be without that tanker for about 1 month. They will have it back in service in 3-4 weeks.

Mr. Killen then moved the amount of \$14,500 from Outside Services-Town A/C 923-1 and \$5,000 from Outside Service-Legal, A/C 923-3 a total of \$19,500 to State Gross Earnings Tax, A/C 408-1; seconded by Mrs. Bergamini. Mr. Killen then added that this was to be from the 1984-85 budget.

Mr. Walters explains that the Gross Earnings Tax to the State was more than what they anticipated, primarily from the change in March and April from a credit to a debit. They had enjoyed more sales than anticipated during that month. Originally they had ample money to cover this, but when the depreciation requirements were changed by the auditor a year ago, they had to gather funds from a number of places and one of them was a transfer of \$45,000 which was brought to the Council. In January they thought that was a good number. However, they now need more than that.

Chairman Gessert states that the bottom line is that if they don't pay the taxes to the State of Connecticut by July 31st they will have a penalty of \$36,600.

Mr. Krupp questions how much was budgeted in 923-1 1984-85.

Mr. Myers comments that \$161,000 was budgeted. Mr. Lee comments that the figure was \$161,100. What they normally do is take the present budget and increase it by 5-6%.

VOTE: Unanimous ayes with the exception of Mr. Holmes who was not present for the vote; motion duly carried.

Mr. Krupp then moved for discussion purposes the request to grant sick leave to Joseph Zaluski, Water Division, to be repaid per agreement; seconded by Mr. Polanski.

Mr. Seadale notes that Mr. Zaluski has broken his arm. Normally they would give him 20 days and he would earn a day and $\frac{1}{2}$ per month. The 20 days will then be paid by that.

Mrs. Papale notes that this way he will have income coming in. Also, who runs this job in his place.

Mr. Seadale does not know the answer to this. They do have summer help and they may be using some of those. This is just like a loan.

Mr. Krupp asks how long Mr. Zaluski has been an employee.

Mr. Seadale responds--2 years.

440

Mr. Krupp states that it says that if he should decide to leave the money would be paid from the monies due him. Obviously he has used his sick days, is there enough pension contribution at this point.

The pension would be equivalent to 10% of 1 years salary states Mr. Seadale. This should be equivalent. Mr. Krupp then comments that he has seen this format before and Mr. Seadale responds that they have used it before. This is a loan.

Mrs. Bergamini was under the assumption that Mr. Zaluski was employed for 6-7 years and Mr. Seadale responds that he thinks it is only 2 years. How can he accumulate so much then.

Mr. Seadale explains that every employee contributes 5% of their payroll to the pension plan.

Mrs. Bergamini states that how did he accumulate the days now.

Mr. Seadale states that currently he is on vacation. He is using vacation time. When this is over, he will have used up all his vacation, all his sick leave and he is asking for 20 more days, which he will owe.

Mr. Diana questions how many sick days they get originally.

Mr. Seadale states that they accumulate $1\frac{1}{2}$ sick days a month but if they don't take any sick days at all, they would get 18 days a year.

Chairman Gessert notes, and he doesn't feel Mr. Zaluski should be the scapegoat for it, is that the Water Department just turned down the factfinding report because apparently it wasn't good enough. Chairman Gessert states that apparently the contract wasn't good enough and it is back to the drawing board.

Mayor Dickinson states that the union area is separate from how they treat an individual situation like this. They don't know how he felt about this contract. He might have thought it was very good. The question is the policy that pertains to an employee in this kind of health situation. He feels Stan is correct in bringing it to us for this kind of treatment because obviously it can create hardships. If it went over a period of time where you couldn't function without this employee it would be a different thing. We can function and this gives him a chance to recover.

Chairman Gessert states that even if they don't cover everything, when it comes up here we act like human beings. It is kind of nice to have it both ways. If they don't have what they want in the contract, they come back here and get more.

Mr. Killen states that they are not pointing this at any one individual. It's nice to pay your dues and the union gets you this and that but when you come down to the fine line, the union only gets you so far.

Then you have to go back to the guys that you call SOB's. We really aren't that bad.

VOTE: Unanimous ayes; motion duly carried.

Mr. Diana then comments that Mr. Gessert is absolutely right. Why don't they go to the union for everything they want.

Mr. Polanski then moved Item 9a; seconded by Mrs. Papale.

Chairman Gessert then stated that if there were no objections they would handle Items 9 a, b, and c.

Mr. Killen states that he has a problem with the transfer and this is his problem. He will vote regardless of how they are handled.

- Mr. Holmes then moved Items 9 a, b, & c; seconded by Mr. Rys.
- a) Consider & approve revision of pay grade level of Town Sanitarian from grade 7 to grade 9 effective October 1, 1985.
 - b) Consider and approve changing George Yasensky, Town Sanitarian, from pay grade 9-2- to 9-3 effective October 1, 1985.
 - c) Transfer \$930 from A/C 805-319 to A/C 301-120.

Chairman Gessert states that this issue has been talked about and talked about. They asked Mr. Seadale to reevaluate this position and compare it with other towns.

Mrs. Bergamini questions why this is coming up now and is told by Chairman Gessert that they requested this at budget time. Mr. Seadale has done the research requested and is back now.

Mr. Seadale explains that he did the research and came up with the new job description. The items in yellow are the changes.

Mayor Dickinson notes that a 3rd step would be the union.

Mr. Seadale replies yes.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

Mr. Killen moved to Waive Rule V to accept the new job description; seconded by Mrs. Bergamini.

VOTE: Unanimous ayes, motion duly carried.

Mr. Holmes then moved to approve the new job specifications; seconded by Mrs. Bergamini.

VOTE: Unanimous ayes; motion duly carried.

Mr. Krupp then stated that while they were under Waive Rule V he wanted to know what Town Department has a blue car that has the Town of Wallingford on the side of it.

Mayor Dickinson states that this could be a couple of people.

Mr. Krupp states that it was a young red-haired man driving, but was pulled off the side of the road reading a magazine.

Chairman Gessert says that Mr. Krupp should have pulled over and asked him his name.

Mr. Krupp then moved to transfer \$2,500 from A/C 805-319 to A/C 159-135; seconded by Rys.

Mr. Seadale explains that his secretary informed him that she had to go into the hospital and was going to be gone for at least 6 weeks. He will be without her services for 8 weeks. This is too long to be without someone in the office. What he wants to do is there is an individual who resigned today and he approached this individual and asked if they would like to work for this period of time and they indicated yes. Her resignation date is August 2nd and this is why he is here tonight. Otherwise it could have gone on in August. He then states that he would put the new person on for 2 weeks training, then stay for 6 weeks and he will be without a secretary for 2 weeks. There is a lot of work to be done in the office and he really needs this person.

Mr. Krupp asks if the person who will be out sick will get her regular salary. Mr. Seadale responds yes. She has been here for 4½ years and does have sick leave.

Mr. Holmes then questions Mr. Myers as to the balance in 805-319.

Mr. Myers replies that he would guess approximately \$75,000. He also states that they have to create the account # 159-135 -

Mr. Krupp then suspended the motion to establish a new account number.

Mrs. Bergamini then moved to establish A/C 159-135; seconded by Mr. Krupp.

VOTE: Unanimous ayes; motion duly carried.

The account has been created and Town Clerk Rascati calls the roll on the original motion for the transfer.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no; motion duly carried.

Chairman Gessert then notes that Item #10 on the agenda has been withdrawn

Mr. Krupp notes that in regard to Item 10, they seem to be told that

when these factfinding reports come before them they had better approve them or else. Is this just a one way street? 442

Mr. Seadale responds that the factfinder can go anywhere he wants. It doesn't matter where the parties are, the parties can be at 3%, 15% etc. He makes a recommendation and it must be presented to the legislative body within 14 days. They then have 30 days on which to act on it. Then if either party rejects it, it is rejected. If neither party does nothing then it automatically becomes binding and final. Then they go to the next step which is binding arbitration and there is no vote there. The arbitrators now, however, have to clarify what they do. Therefore, there is a little more control on what they do.

Mrs. Bergamini moved to Note for the Record the Director's Report of the Electric, Water & Sewer Divisions for the month ending June 30, 1985; seconded by Mr. Holmes. VOTE: Unanimous ayes; motion duly carried.

Mr. Holmes comment that if feels good not to have the water problems that other towns are facing. They still look good. (knock on wood).

The following resolution is then read by Chairman Gessert:

RESOLUTION AUTHORIZING MAYOR TO APPLY FOR GRANT
FOR LANDFILL SCALE AND SCALE HOUSE

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

Date

Town Clerk

(SEAL)

WHEREAS, under Section 19-5242. of the Connecticut General Statutes, as amended, the Commissioner of Environmental Protection is authorized to make grants to municipalities for landfill equipment; and

WHEREAS, the Town of Wallingford should be eligible for such a grant for its landfill scale and scale house; and

WHEREAS, it is desirable and in the public interest that the Town make application for such grant;

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

1. That the filing of an application by the Town of Wallingford for a grant for reimbursement of 30% of the costs of the landfill scale and scale house in an amount not to exceed \$16,500.00 is hereby approved; and
2. That the Mayor of the Town of Wallingford is hereby authorized and directed to file such application with the Commissioner of Environmental Protection, to provide such additional information, to execute such other documents as may be required by the Commissioner, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an Agreement is offered, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the Town of Wallingford.

Mr. Krupp then moved the resolution authorizing the Mayor to file application on behalf of the Town of Wallingford for the Grant for Landfill Scale and Scale House; seconded by Mr. Holmes.

Chairman Gessert then states that it is pretty self explanatory. They spent \$60,000 and they have a chance to get \$20,000 back.

Mr. Killen questions if a grant was applied for 2 years ago. Chairman Gessert then questions the Mayor if this grant was applied for previously and turned down or what happened.

443

Mayor Dickinson states that according to the letter that was with the resolution, the Town applied for the Grant but the funds had not be available. Now that the funds are available, they want reapplication. He assumes an application was previously filed but nothing had happened.

Mr. Killen then asks Mr. Myers if this was booked at that time.

Mr. Myers states "no". The policy on that is that unless he has a written commitment from the State of Connecticut what they would be doing is overstating their money. They need the commitment because without it they don't have that money.

VOTE: Unanimous ayes; motion duly carried.

Item 13 was to consider acceptance of resolution language developed by the Personnel Department which describes benefits to be enjoyed by full-time appointed employees. The resolution reads as follows:

RESOLVED, All full-time employees (35 or more hours per week) of the Town who are appointed by the Mayor or by the Town Council shall be entitled to the same fringe benefits package as enjoyed by full-time classified employees who are supervisors and managers.

Mr. Seadale states that there are only about three people in this category. They are: Dog Warden, Fire Marshall and Town Clerk.

Mayor Dickinson states that when they started out in 1984 there was a question as to who was entitled to what. There was no policy that had been developed. A question came up at budget time as to where that stood and Mr. Seadale looked at it and this is his suggestion. This is a policy that has to be approved by each Council in order to cover people appointed by it. Remember, this is full-time. This would not include the Town Attorney's Office, they are part-time.

Again Mr. Seadale notes that the people involved here are the Dog Warden, Fire Marshall and Town Clerk.

Mayor Dickinson states that as far as he knows, these would be the people involved. What they can do is to specify these three people

Mr. Diana thinks they should specify this. Their famous words are how do these things get started and this is how it gets started. Right now it is three people but six years from now it may be six people. He feels they should specify these three people and then go on from there to continue the resolution.

Mr. Krupp questions the number of sick days a person can accumulate.

Mr. Seadale replies "90". They accumulate at a day and $\frac{1}{2}$ a month.

Mr. Krupp questions that if they serve on an office for 5 years then the next Council is faced with 18 weeks of sick leave to deal with.

Mr. Seadale replies that the only way they can get sick leave accumulated is if you retire. If you quit or get fired you don't get it. The exceptions to the 90 days are police and fire who get 120. The manager Group is 120 but they accumulate 1 day a month. This is a big improvement and a big cost savings.

Mr. Krupp then states that all department heads of the Town of Wallingford are under their charter as appointed officials?

Mr. Seadale states that they are classified service. They can only be removed under terms of classified service.

Mr. Diana then moved to amend the resolution to read:

RESOLVED, The following full-time employees: Dog Warden, Fire Marshall, and Town Clerk (35 or more hours per week) of the Town who are appointed by the Mayor or by the Town Council shall be entitled to the same fringe benefit package as enjoyed by full-time classified employees who are supervisors and managers.

This was seconded by Mr. Polanski.

Mr. Gessert questioned the Assistant Dog Warden and was told that she was part of the classified service.

Under the Charter, Mr. Krupp points out that Chapter 8 states that the Comptroller, the Mayor shall appoint and may remove subject to such rules and regulations, etc. a comptroller. In public works, the Mayor shall appoint and remove. 44

Mayor Dickinson notes that they are referring to Subject to rules and regulations that may be adopted pursuant to Chapter 16 of this Charter. Chapter 16 is the classified service. He believes all of them are subject to Chapter 16 except perhaps the Police Chief and the Fire Chief who fall under State Statute and can only be removed under specific conditions set forth in the State Statute.

Mr. Killen then notes that he spoke with Mr. Seadale and sometime in the future the Council might want to allow people who are interested in getting their Blue Cross/CMS through the Town so long as they pay their fair share of it.

Mr. Krupp returns to his original point and says classified service shall include all appointees to all positions except the following and included in there are the Director of Public Utilities, Chief of Police, Chief of the Fire Department. Director of Public Utilities is in there.

His entire employment is contained within an employment contract for a specified period of time. If they found they did not like him or his work, he could be terminated under the terms of that contract. The Fire and Police Chief's are included under State Statutes. You can't remove them unless they fall within certain provisions of the State Statute.

Are they covered by this resolution? They would not be now because the three positions were specified.

VOTE: Unanimous ayes; motion duly carried.

Mr. Myers then states that Mr. Seadale and himself have worked on a change in the Assessor's office. There was a position down there for Chief Clerk Assessor. It was filled by a very long time, faithful employee of the Town who retired after 30 years. Frank has been unable to fill that position. The job specs. were written for a kind of specific individual. They just couldn't go out and hire someone to replace her. They tested it twice, the first time no one passed, The second time there was one applicant who stayed 5-6 months and then took off to get another job. At this point, he said to Frank why not look at trying to reorganize. They thought it made a lot of sense if they took and eliminated the Chief Clerk position, and put this to a Senior Clerk which is a pay grade different. The difference in pay is then granted to the real Personal and Property Appraiser who is like Frank's assistant. This would give him more supervisory, more administrative duties to manage the office and hand out the work. The man is an excellent employee and hasn't caused one bit of a problem from day one. This would be like a little bit of a promotion to him and at the same time it would equalize out Frank's staff. They have 4 people in the Assessor's office all at different pay grades. The four positions were: Clerk Typist, Senior Clerk, Chief Clerk and Real and Personal Property Appraiser. He wanted to give them a rundown of this. Stan took this to the union and they bought it. They thought it was very good.

Mr. Seadale states that there will now be: The Assessor, The Real and Personal Property Appraiser, two Senior Clerks and the Clerk Typist.

Mr. Killen asks what the person who will be standing in for Frank is? This will be the Real Personal and Property Appraiser.

Mr. Myers states that there will be no cost to the Town and the Real Personal and Property Appraiser is a very nice man.

Mrs. Bergamini then moved to accept the Town Council Minutes of July 11, 1985; seconded by Mr. Polanski.

Mr. Krupp then asked Attorney McManus that since they changed the Regular Scheduled Meeting from a Tuesday to a Thursday, would this then be called a special meeting. It was suppose to be held on July 9th but was held on July 11th.

It was then said that this meeting change was posted.

Attorney McManus states they changed the date of the regular meeting, posted it and gave notice, and he feels this would then be called a special.

Mr. Krupp then noted that if this was in fact a special meeting, they illegally Waived Rule V. The State Statute, Section 121 is specific in saying that they cannot Waive Rule V, they can only discuss those items on the agenda. 445

Attorney McManus says that he did not say this was a special meeting with certainty. He is not sure. Don't build a house on that one.

Mr. Krupp states that he just wanted this note made for future reference.

Attorney McManus then states that the Civil Rights suit against the Town of Wallingford is going to go bye bye tomorrow. They got rid of all the class actions and they were left with Wartense and Gianotti and they filed a motion for some rejudgement and they decided they had enough and they through up the flag to throw out the case against the Town of Wallingford.

Mr. Killen then noted that in the July 11th minutes, on page 4, the second to last paragraph where it states Mr. Killen states and the last sentence states "The charter is set up so they took money from other sources". This doesn't make a lot of sense to him and he wonders if this should be expanded upon or what happened. The other place he noted is that on page 17, where it says Mr. Killen moved to Waive Rule V etc. He notes that the vote is underneath but this is for the motion.

The Council Secretary then notes that they did not have a vote to Waive Rule V. Mr. Holmes then noted that they raised their hands on that vote.

Chairman Gessert then told Mr. Killen that sometime in his spare time he might want to listen to the tape to figure out what he was trying to say.

VOTE: Unanimous ayes with the exceptions of Mr. Krupp, Mr. Polanski, and Mr. Rys who were not present for the meeting; motion duly carried.

Chairman Gessert then points out that at the last meeting, a letter was suppose to be directed from the Mayor's office with the Town Attorney's help to the State Insurance Commission, and the Attorney General's office to let them know how they felt.

Mayor Dickinson states that the letter has not gone out yet. He had a meeting today with the executive board of the COG. There is interest in looking at a regional insurance business but they are going to have to get an indication from the insurance department of what is possible and what isn't. This would probably require special legislation.

Mr. Holmes then comments that they have pretty much kicked around this item of insurance and the burden it has put on the Town. He contacted the financial officer of North Haven today, Vincent Palmieri, and he was very happy with the results of the Town's review by a consultant. They spent approximately \$4,000 and this included the Board of Education. It was done by a group out of New Haven. He thinks there is about 3-4 licensed organizations who can do this. An insurance pool of municipalities seems to be a long way off and he feels this would be a good move on their part. Get some bids together and get a group in here to review out insurance needs. Then maybe we can get a more favorable insurance policy the next time around.

Chairman Gessert says that he requested from Charlotte Collins a list of the coverages that they had in the Town of Wallingford. He was then going to talk to somebody in the insurance business and find out what we are paying and which items could be changed. He got the copies and showed them to this individual and he said those were last year's coverages. Some of the things he saw in there was insane. Some of the blue cruisers that probably are worth \$2,000 together, they aren't worth much of anything, and last year they had fire, collision and comprehension on those vehicles with a \$1,000 deductible.

Attorney McManus states that this is where they are getting hurt. On their deductibles.

Chairman Gessert also noted in last years policy that all the fire equipment is on a different policy. They have \$50 deductible on their vehicles and they are all insured for replacement cost. The 1955 LaFrance that they bought for probably \$20,000 and probably isn't worth \$1,000 today, if it went off the end of a cliff or got caught on a railroad and was demolished, their return would be \$134,000. These are all insured at replacement costs. They also have a \$1,000 deductible on their snowplows. He doesn't know how often they do that much damage to such a big heavy truck. These are for last year. He does not know when they will be able to get the coverages they have now. 446

Attorney McManus questions why not pick up the phone and get it word for word from Charlotte Collins?

Chairman Gessert states that she does not have any copies of our present insurance. Apparently they are paying premiums for a policy they are not allowed to see.

Mayor Dickinson states that what they did was bind coverage which means they don't have a written contract. They are binding coverage that the Hartford hadn't even quoted on. They were going to get back to McGuire with the auto coverage. These quotes were not received from The Hartford.

Chairman Gessert then notes that he wants to know what vehicles are covered and what the coverage is on them. Last year, all fire vehicles were insured for \$1 million liability and \$1 million in uninsured motorist coverage. A fire vehicle is an emergency piece of equipment which is likely to do more damage than a snowplow.

Mayor Dickinson states that he may be wrong. The exposure there is different. They look at the fire vehicles and how often they are totaled or how often they are involved in a major accident versus the snowplow trucks and how often they are out there and how much damage they can cause.

Chairman Gessert states that they have \$100,000 per incident insurance coverage on a fire vehicle.

They have \$1 million coverage on an uninsured motorist. This is why he would like a copy. They might be able to sit down and make some intelligent decisions on their own.

Mayor Dickinson states that they need a set of specs. to go out for bid. They need someone to write up these specifications.

Chairman Gessert states that he has no intention of paying a policy for 1 year for coverages they may not even need. They can't change what is there if they can't get the information.

Getting the information is the small problem comments the Mayor. They need the information so it can go out to public bid in another year.

Chairman Gessert then states that they have to address the long range things to get the specs. for next year.

Mayor Dickinson states that they can get what coverage they have now. The problem is that Jack McGuire only has certain policies. The fire department policies are out of Rhode Island. There are several other policies that the Board continues to handle. He has General Liability and Auto, but there are a good number of others he doesn't have. The Board would have the coverages on the ones they are handling.

Chairman Gessert notes that it was the Automobile and the Liability coverages that they really got taken over the hurdles on. These are the ones they should look at and try to make the changes in.

Mr. Diana states that he doesn't feel they should vote on a consultant tonight. He has some suggestions to make to the Council between now and the next meeting and maybe some of the other Council members will have some suggestions. At that point they could hear them all out and whatever the end result is they go with it.

Mr. Krupp notes that there are still some policies being handled by The Independent Board of Insurance Agents. He states that with this whole discussion, they have to keep in mind Mr. Lieberman's wishes.

He is told that he gave them 1 year. Mr. Krupp states that this is fine but it is still something they have to deal with. He wanted to note that when they go to draft up specs., this is something that the

Board can no longer obtain for them. They have to keep this in mind. They also have to find an alternative for the use of the Wallingford Board which has a very limited life.

447

Mayor Dickinson states that if the Board were willing to write up the specs for them they could perform that function, but at the point whoever was on the Board did that, with the Attorney General's rules they can't bid on the business. How many will then want to participate if they can't bid on the business.

Mr. Holmes notes that the further they move this to an independent source, the better specifications they will get because they won't have a vested interest in the Town.

Chairman Gessert then asks the Council Secretary to draft a letter to Ferguson McGuire requesting a list of coverages for both liability and automobile policies for the Wallingford Town Council and have the results of this back to them in 1 week from time of receipt of this letter.

Mr. Diana asked if they wanted to get a letter drafted who would they call?

Chairman Gessert replies that they may call the Council Secretary who then gives them her home phone number.

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 11:40 p.m.

Lisa M. Bousquet
Council Secretary

Approved David A. Gessert
David A. Gessert, Council Chairman

8-7-85
Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

8-7-85
Date