

TOWN COUNCIL MEETING

FEBRUARY 9, 1999

6:30 P.M.

AGENDA

Blessing

1. Pledge of Allegiance and Roll Call
2. Correspondence - Proclamation Recognizing the 100th Anniversary of the Veterans of Foreign Wars of the United States
3. Consent Agenda
  - a. Consider and Approve Tax Refunds (#394-397) Totaling \$3,220.70 - Tax Collector
  - b. Consider and Approve a Transfer of Funds in the Amount of \$2,000 from Overtime Acct. #001-2020-101-1400 to Regular Wages Acct. #001-2020-101-1000 - Animal Control Officer
  - c. Consider and Approve an Appropriation of Funds in the Amount of \$3,700 to Other Revenues Acct. #1075-070-7040 and to Office Supplies & Expenses Acct. #1302-401-4000 - Program Planner
  - d. Approve and Accept the Minutes of the January 12, 1999 Town Council Meeting
  - e. Approve and Accept the Minutes of the January 19, 1999 Public Speaking Meeting
4. Items Removed from the Consent Agenda
5. PUBLIC QUESTION AND ANSWER PERIOD
6. Consider and Approve a Transfer of Funds in the Amount of \$24,999 from Town HVAC Unit Acct. #001-5015-999-9150 and \$15,001 from Roof-Town Hall Acct. #001-5015-999-9151 for a Total of \$40,000 to Overtime Acct. #001-5015-101-1400 - Public Works Dept.

(OVER)

- Consider and Approve a Transfer of Funds in the Amount of \$380 from Enhanced Monitor Scan Tool Acct. #001-5015-999-9147 to Three Point Hitch Aerator Acct. #001-5015-999-9135 - Public Works
8. Consider and Approve a Transfer of Funds in the Amount of \$6,000 from Maintenance, Collecting and Impounding Res. Acct. #612-000 to Maintenance of Mains Acct. #673-000 - Water Division
  9. Consider and Approve a Transfer of Funds in the Amount of \$12,000 from Maintenance, Collecting & Impounding Res. Acct. #612-000 to Maintenance of Services Acct. #675-000 - Water Division
  10. Consider and Approve a Transfer of Funds in the Amount of \$1,950 from Office Supplies Acct. #1300-401-4000 to Personal Computer & Printer Acct. #1300-999-9902 - Mayor
  11. Consider and Approve Ratification of an Agreement Between the Town of Wallingford and C-Med - Mayor
- Executive Session Pursuant to Section 1-18a(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Lease of Property - Mayor
13. Consider and Approve a Contract for the Purchase of Property Known as 41 Silk Street - Town Attorney
  14. SET A PUBLIC HEARING for February 23, 1999 at 7:45 P.M. to Consider and Act Upon An Ordinance Appropriating \$230,000 for the Acquisition of Real Property Consisting of 41 Silk Street, Wallingford and Authorizing the Issuance of \$230,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose ( The ordinance authorizes the property to be utilized for a senior center or other purposes as determined by the Town)
  15. Consider and Approve a Contract for Purchase of Property Known as 66 Barnes Industrial Road North - Town Attorney
  16. SET A PUBLIC HEARING for February 23, 1999 at 8:00 P.M. to Consider and Act Upon An Ordinance Appropriating \$148,000 For the Acquisition of Real Property Consisting of 66 Barnes Industrial Road North, Wallingford, and Authorizing the Issuance of \$148,000 Bonds of the Town And Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose (The ordinance authorizes the property to be utilized for open space or other purposes as determined by the Town)

TOWN COUNCIL MEETING

FEBRUARY 9, 1999

6:30 P.M.

ADDENDUM TO AGENDA

17. Executive Session Pursuant to Section 1-18a(6)(B) of the CT. General Statutes Pertaining to Pending Litigation  
- Yale Motor Inn v. Town of Wallingford
18. Consider and Approve the Settlement of Yale Motor Inn v. Town of Wallingford

TOWN COUNCIL MEETING

FEBRUARY 9, 1999

6:30 P.M.

SUMMARY

<u>Agenda Item</u>	<u>Page No.</u>
2. Correspondence - Proclamation Recognizing the 100th Anniversary of the Veterans of Foreign Wars of the United States	3
3. Consent Agenda - Items #3a-e	2-3
4. Withdrawn	
5. PUBLIC QUESTION AND ANSWER PERIOD - Comments Re: Empowering the Health Department 100% to Handle Health Problems of the Town; Inquiry Re: the Status of Simpson School Building, American Legion Building, Fitzgerald Property in Durham and Cooke Property; Comments Opposing the Town's Incentive Program to Center Street Merchants; Question Re: whether or not a Sidewalk Inspector has been Hired; Comments Re: Condition of Sidewalks in Town	3-7
6. <b>Approve</b> a Transfer Totaling \$40,000 to Overtime Acct. - Public Works	7-9
7. <b>Approve</b> a Transfer of \$380 to Three Point Hitch Aerator Acct. - Public Works	9
8. <b>Approve</b> a Transfer of \$6,000 to Maint. Of Services Acct. - Water Division	9-11
9. <b>Approve</b> a Transfer of \$12,000 to Maint. Of Mains Acct. - Water Division	11
10. <b>Approve</b> a Transfer of \$1,950 to Personal Computer and Printer Acct. - Mayor	11-13
11. <b>Approve</b> Ratifying an Agreement Between the Town of Wallingford and C-Med	13-16
12. Executive Session - 1-18a(6)(D) - Purchase, Sale and/or Lease of Property	20
13. <b>Approve</b> a Contract for the Purchase of Property Known as 41 Silk Street	16-18

Agenda Item

Page No.

4. SET A PUBLIC HEARING for 2/23/99 at 7:45 P.M. to Consider and Act Upon an Ordinance Appropriating \$230,000 for the Acquisition of Real Property Consisting of 41 Silk Street, Wallingford and Authorizing the Issuance of \$230,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose 18
15. **Approve** A Contract for Purchase of Property Known as 66 Barnes Industrial Park North 18-20
16. SET A PUBLIC HEARING for 2/23/99 at 8:00 P.M. to Consider and Act Upon an Ordinance Appropriating \$148,000 for the Acquisition of Real Property Consisting of 66 Barnes Industrial Road North in Wallingford and Authorizing the Issuance of \$148,000 Bonds of the Town and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose 20
17. Executive Session - Section 1-18a(6)(B) to Discuss Pending Litigation Involving Yale Motor Inn v. Town of Wallingford 20
18. **Approve** the Settlement of Yale Motor Inn v. Town of Wallingford as Discussed in Executive Session 20-21

Waiver of Rule V

- Approve** a Transfer of \$500 to Overtime Acct. - Town Clerk 1-2

TOWN COUNCIL MEETING

FEBRUARY 9, 1999

6:30 P.M.

A meeting of the Wallingford Town Council was held on Tuesday, February 9, 1999 in the Robert Earley Auditorium of the Wallingford Town Hall and called to order by Chairman Robert F. Parisi at 6:32 P.M. Councilors Centner, Knight, Papale, Parisi, Renda, Rys and Zandri answered present to the Roll called by Town Clerk Rosemary A. Rascati. Councilor Farrell was out of the country on personal business and Councilor Zappala arrived at 6:38 P.M. Mayor William W. Dickinson, Jr. Arrived at 6:41 P.M.; Town Attorney Janis M. Small arrived at 8:00 P.M.; Comptroller Thomas A. Myers was also in attendance.

A blessing was bestowed upon the Council by Deacon Gene Riotte of the Holy Trinity Church.

The Pledge of Allegiance was given to the Flag.

WAIVER OF RULE V Motion was made by Mr. Knight to Waive Rule V of the Town Council Meeting Procedures for the purpose of Considering a Transfer of Funds for the Town Clerk, seconded by Mr. Centner.

VOTE: Farrell and Zappala were absent; all others, aye; motion duly carried.

Consider and Approve a Transfer of Funds in the Amount of \$500 from Office Supplies (Maps, Books & Bindings) Acct. #001-6030-401-4000 to Overtime Acct. #001-6030-101-1400 - Town Clerk

Correspondence from Rosemary A. Rascati, Town Clerk states that a balance of only \$74.96 remains in the Overtime account in her department's budget. She does not yet have a replacement for a position that was vacated in November, 1998. Mrs. Rascati feels that it is more expedient and beneficial to her department to have the present staff work once or twice a week for a few hours to keep the work caught up rather than hire temporary help and try to train them. The transfer will come out of the Office Supplies line item and less maps will be handled by Mrs. Rascati's office this year to accommodate the transfer.

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

Mr. Zandri stated that he was concerned about not doing the maps that Mrs. Rascati anticipated doing. He asked, is there any way you can transfer dollars out of the salary account?

Mrs. Rascati answered, I probably could have asked for a transfer out of the salary account but because I am in the process of upgrading a position in my office, I wanted to make sure there was enough money in the salary account. As far as the maps go, they are there and the only thing we would have to do if I do not put them on aperture cards and I still may have enough money but if I don't, the only draw back would be that if someone needs a copy we would have to use the Xerox machine.

Mr. Zandri stated, when you get down to the end of the year and if you see that you need extra dollars maybe we can find it somewhere. I would hate to see you not do what you planned on doing from the beginning of the year.

Mrs. Rascati responded, thank you.

Mr. Parisi stated, I raised that same question, too but Mrs. Rascati thought that she might get by with what she had.

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

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#394-397) Totaling \$3,220.70 - Tax Collector

ITEM #3b Consider and Approve a Transfer of Funds in the Amount of \$2,000 from Overtime Acct. #001-2020-101-1400 to Regular Wages Acct. #001-2020-101-1000 - Animal Control Officer

ITEM #3c Consider and Approve an Appropriation of Funds in the Amount of \$3,700 to Other Revenues Acct. #1075-070-7040 and to Office Supplies & Expenses Acct. #1302-401-4000 - Program Planner

ITEM #3d Approve and Accept the Minutes of the January 12, 1999 Town Council Meeting

ITEM #3e Approve and Accept the Minutes of the January 19, 1999 Public Speaking Meeting

Motion was made by Mr. Rys to Approve the Consent Agenda as Presented, Items #3a-e, seconded by Mr. Centner.

VOTE: Farrell was absent; Zappala abstained; all others, aye. Motion duly carried.

ITEM #4 Withdrawn

ITEM #2 Correspondence

Mr. Rys read a Proclamation from the Mayor into the record asking the citizens of Wallingford to recognize the 100th Anniversary of the Veterans of Foreign Wars of the United States and urging them to participate in programs honoring the 5,187 VFW veterans in Wallingford and all of America's 26 million veterans. (Appendix I)

Representatives from the Stanley Budleski, VFW Post 9965, Yalesville, and the Major Raoul Lufbery Post 591 were in attendance for this item.

Mayor Dickinson stated, the proclamation is very formal language and it is meant to be a sincere and formal recognition however, it is true and I think you are all aware, of what the posts do for the community. We don't want to leave out the Women's Auxiliaries either in all of their efforts. There are visitations performed by the veterans, going to the hospitals and visiting veterans who are hospitalized, unable to be out and around and they go and entertain and supply with food and other social events. That is a tremendous contribution and we appreciate and wish you all of the best in your continued efforts to bring patriotism to the forefront for each American.

(Applause)

ITEM #5 PUBLIC QUESTION AND ANSWER PERIOD

The Chairman asked that it be noted for the record that the Public Question and Answer Period was opened at 6:48 P.M.

Pasquale Melillo, 15 Haller Place, Yalesville stated, I believe the Town has made a big mistake all these years by not giving 100% full control to the Health Department over any health problems the arise in the town. We don't have anything even resembling that from what I understand. If any problems have to be solved or any immediate decisions of an important nature have to be made, the Health Department cannot do it because they have not legally been given authority to do so. It is time that is reversed; it is not practical to operate that way. The Mayor and Town Council should get together with our state and federal representatives and once and for all revolutionize the whole process and get it done the way it should be. This suggestion should be seriously considered.

Mr. Parisi stated that he would like to get a feel for how many other people would like to speak tonight during this period. There are three other people who wish to speak tonight.

Mr. Melillo was willing to take his seat so that others could speak. He stated that once the others are through, if any time remains, he would like to speak again.

Wes Lube, 15 Montowese Trail thanked Mr. Parisi and Ms. Papale for their kind remarks made on his behalf upon the conclusion of his presentation on the Senior Center Expansion Project at the last meeting. He referred to the November 10, 1998 Town Council Meeting at which time the Council was on the verge of instituting the disposal of the Simpson School. He stated, at that time I remember that there was several departments or agencies in the town that some Councilors thought may have an interest in the building and for that reason the Council tabled the item. Ms. Papale commented at that time that she would like to see the item come back on the agenda right away and Mr. Knight had concurred with that. Where do we stand with the Simpson Street former school?

Ms. Papale stated, I have been speaking with members of the Walligford Housing Authority and they are putting together something which would explain the interest they have in using the building. It has not been completed yet and once it is it will be presented to the entire Council and the Mayor; everyone will be made aware of it.

Mr. Lube asked, do you have any idea how long this is going to take?

Ms. Papale answered, in speaking to one of the Housing commissioners, he led me to believe that it may be another three or four weeks.

Mr. Lube referred to the October 13, 1998 Town Council Meeting at which the Council made the decision to put the American Legion Building next door out to rent. What progress has the Council made since that time; it has been four months now.

Mr. Parisi asked the Mayor if anything has happened?

Mayor Dickinson replied, I don't have an update on that, it was supposed to out from Purchasing. I would have to check to see where it is at this point.

Mr. Parisi asked that it be checked on.

Mayor Dickinson agreed to do so and will let the Council know what is transpiring.

Mr. Lube stated, there should have been some follow up on that. Four months is quite a long time. I did go into the Purchasing Department some time in late October and told them that I knew of an interested party and they said they were on the verge of completing the specifications that would be

put out to bid and they put me on the list to let me have a copy as soon as it was ready. It has been in limbo ever since for four months now.

Mr. Lubee next referred to the Fitzgerald Property. He stated, back on November 10, 1998; three months ago; the Council was interested in disposing of that property in Durham in hopes that the credit from that could be applied to the purchase of the Cooke Property. How is that appraisal coming, does anyone know?

Mr. Parisi replied, I don't have the answer to that Mr. Lubee.

Mayor Dickinson stated, the Town of Durham is in the process of having it appraised and doing their work on it. We have not heard. I believe two weeks ago Attorney Small indicated that she had had contact with them; they were still in the process and I don't believe there has been contact since then.

Mr. Parisi stated, that was the answer the last time that question was asked. We have to wait for appraisers, too.

Mr. Lubee commented, but you don't wait three months.

Mr. Parisi stated, I will not get into how long it takes to get an appraiser; at times it can be very difficult and at times it can be easy. It depends on the workload. I have no cause to think that anyone is lying if that is what you are implying.

Mr. Lubee responded, no. I just think that Durham is dragging their feet for some unexplained reason.

Mr. Parisi stated, I don't know what we can do to make them rush.

Mr. Lubee answered, talking to them might help. The thing that I am wondering about is whether or not an indeterminate delay is going to interfere with the state's willingness to give us a credit for the proceeds from that Fitzgerald property. That is a lot of money that we have at stake.

Mr. Parisi stated, I don't think that will effect it at all. We bought that property God knows how long ago and if they are still willing to give us credit now, I don't think it is going to matter.

Mr. Lubee asked, have we paid Mr. Cooke for his property?

Mayor Dickinson answered, yes, the closing was held on January 4, 1999 or something like that. It has been completed.

Mr. Lube stated, with regards to the power plant; at the beginning of your meeting you announced the special meeting of the Council for February 16, 1999 has been canceled; earlier in the month it was canceled; because there is going to be a meeting between the P.U.C. and the Council. Is that meeting open to the public? Where will it be held?

Mr. Parisi answered, it will be open to the public and it will be held here, in Council Chambers. At 5:30 P.M. on that date we will be conducting an interview of the last candidate for the Fire Marshal's Office so from 5:30 P.M. to 6:30 P.M., the Council Chambers will be closed and hopefully we will re-open right at 6:30 P.M.

Mr. Rys pointed out, it is not a public hearing, it is a report out.

Reginald Knight, 21 Audette Drive stated, I believe the Town plans to give a \$100 credit for any new tenants starting a business downtown. I feel that is wrong. If they have a good business or a good product, they don't need the \$100.00. He won't need a break; it is not the American way. I say, give that money back to the people who paid too much in the first place. If they have that money left over then give it back to the people. This is my seventieth year on the planet and my social security went up only 1.3% this year. Mr. Rowland in his godliness gave an average of 36% increase to his cronies. This is not giving fair shakes to the people. If there is any money left over it should be back to the people who paid the bills and have been doing so for years. On the Senior Center; we had quite a bit of discussion about dedicating rooms to certain purposes in the Senior Citizen building; dedicating for a specific purpose instead of multiple uses. One of them was a computer room which has to be maintained at a temperature; I know the computers are dedicated but the first picture we see in the newspaper is of an elderly gentleman playing solitaire on the computer. I don't think that is helpful to an elderly person. The whole idea behind visiting one of these (senior) centers is to socialize, not sit there and look at a stupid (computer) screen. If you have ability in your mind and your body, even though you are elderly, use it. Don't go down there and sit in front of a silly set. If you want to play card games, play with your peers. Have a laugh; a joke; accuse each other of cheating, whatever, make a movement out of it. Lack of movement is death to the elderly; it is death to anybody. The word quickening, means movement; it means life. For older people it is important that they move and socialize together. I cannot see this darn computer room. The next thing it will be one-armed bandits and what have you to save them from going down to the Mashantucket (casino). I cannot see using the room dedicated specifically for that. I don't think they have the specific need for computers. I would like to ask the Mayor, why don't we have a sidewalk inspector? Has the job every been put up for bid? You say that there has not been one for over a year, if that opening is there, has it been bid out to anyone?

Mr. Dickinson answered, I believe a list is being developed; a temporary position or employee has been appointed I believe but a list has to be developed for testing. I know in the past six or so months the Town has had a larger turnover than it has in the past, at least in my memory or memories of most

people. We have had a large number of openings; the Personnel Department has been extremely busy in dealing with vacancies. That is part of the process in the dilemma.

Reginald Knight stated, we do have some awful disgusting sidewalks. I can show you some that look like tobacco road. Thank you for allowing me to comment.

Mr. Parisi concluded the Public Question and Answer Period at 7:04 P.M.

ITEM #6 Consider and Approve a Transfer of Funds in the Amount of \$24,999 from Town Hall HVAC Unit Acct. #001-5015-999-9150 and \$15,001.00 from Roof-Town Hall Acct. #001-5015-999-9151 for a Total of \$40,000.00 to Overtime Acct. #001-5015-101-1400 - Public Works

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

Mr. Zandri asked for an update on the Town Hall roof project; has the roof been completed and are these the total funds (\$15,000) that are remaining in the account and have all the bills been paid on the job?

Henry McCully, Director of Public Works stated, we had the final inspection today. Yesterday we had the manufacturer's inspection for our warranty. We had the architect there today to do a final inspection. There are some minor details that have to be cleaned up and I should be getting a final bill within the next couple of weeks. We only had two or three change orders; we are going to put them all into one and pay the final bill. The original estimate for that job was \$365,000. The HVAC was a separate item which cost \$25,000 just for the heating and air conditioning unit. When I bid the job I incorporated the installation of the HVAC system in with the installation of the roof. It is paid out of the roof account and that is why we have the \$25,000 there. There are some minor details but the roof is complete and I believe the final bill will be under \$300,000.

Mr. Zandri asked, has the problem been solved as far as the roof leaking?

Mr. McCully answered, we have one minor leak that we are dealing with right now. We did not have any leaks this last snow event which produced a lot of water on the roof. We do have a warranty for three years and the last real serious rain we had was last Monday night into Tuesday with the high winds and blowing rain and we had one minor leak. Obviously, right now we are in pretty good shape.

Mr. Zandri asked, are you planning on holding any dollars back until these.....

Mr. McCully answered, we hold back 5% until everything is complete; until we are completely satisfied with the job.

Zandri stated, I know there are a few minor leaks but my recommendation would be that we do hold those dollars back until we get this thing finalized.

Mr. McCully answered, absolutely, yes.

Philip Wright, Sr., 160 Cedar Street asked Mr. McCully, how much money is in the overtime account that you are adding the \$40,000 to?

Mr. McCully replied, up until the storm this Sunday night we had in the neighborhood of \$18,000. When the full crew is in it runs about \$1,000 per hour. We had to work Sunday night from 9:00 P.M. to 7:30 A.M. Monday. That cost us approximately \$10,000 - \$11,000 for that storm. We have about \$5,000 or \$6,000 in the account.

Mr. Wright asked, did you under-budget for this year?

Mr. McCully answered, traditionally, we do under-budget in this account. We don't know what the winters are going to bring. Last year I did not request any transfers, we actually returned money. The last time I was here for a transfer (into overtime) was three years ago. I can say I want \$200,000., we had a light winter. We have to pay taxes on it so we try to stay within a certain number; this year it was \$85,000. If it goes over and I have money left in employee accounts or personnel accounts, in this case machinery accounts, we use it.

Mr. Wright asked, does that become a catch-all for all the money that is left in this account and that account?

Mr. McCully answered, it is not a catch-all. It is part of my budget that is almost impossible to budget for.

Mr. Wright asked, have you been putting in the same amount of money every year?

Mr. McCully replied, I think I increased it about four years ago.

Mr. Wright asked, how much did you have in there this year?

Mr. McCully answered, \$85,000. It all shows up in one account as \$125,000. There is a portion of that money that we budget for our regular overtime for construction in the summer, overtime that is allocated to working the parks, Celebrate Wallingford, all the different events that are sponsored through the Parks & Recreation Dept. We bring people in throughout the summer and on Saturdays and Sundays. We draw from the same account. But \$85,000 is dedicated for snow removal.

Mayor Dickinson stated, we usually take a five year average.

Mr. Wright stated, I understand that you cannot predict the weather but I am looking at adding \$40,000 to a total account of \$85,000., that is a pretty big chunk of money going in there.

Mr. McCully explained how the overtime adds up quickly depending on which day it occurs; overtime on Sundays cost more.

Mr. Parisi asked, didn't we have three ice events also?

Mr. McCully answered, we had twenty-eight events; they are not all storms. If we have a storm and then it warms up and we have subsequent freezing in the evening, the police department calls us and we have to bring people in to sand icy areas. Sometimes it is a straight four hours. It runs all the way down from one hour, two hours, seven hours.....

Mr. Parisi stated, I heard them on my scanner and that is what made me think of the ice. I thought I heard more ice situations this year than other years. That was just my own observation.

Pasquale Melillo, 15 Haller Place, Yalesville stated, I assume you have outside contractors who work together with the regular crew of the public works department?

Mr. McCully answered, the Public Works Department has never used outside contractors.

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

ITEM #7 Consider and Approve a Transfer of Funds in the Amount of \$380 from Enhanced Monitor Scan Tool Acct. #001-5015-999-9147 to Three Point Hitch Aerator Acct. #001-5015-999-9135 - Public Works

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

Mr. Knight asked for an explanation of what a three point hitch aerator is.

Mr. McCully explained, it aerates the lawn. It will be used on our ballfields.

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

ITEM #8 Consider and Approve a Transfer of Funds in the Amount of \$6,000 from Maintenance, Collecting and Impounding Residential Acct. #612-000 to Maintenance of Services Acct. #675-000

Water Division

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

Correspondence from Roger Dann, General Manager of the Water & Sewer Divisions explains, due to the construction activity associated with the Quinipiac Street project, the division has experienced a greater than usual requirement for maintenance of water services and water mains. In order to comply with the direction from the Town Engineer relative to the backfilling and compaction of trenches, the Division must now purchase additional certified gravel backfill material and provide for compaction testing services when excavating for the repairs of water mains or services. As a result, it is necessary to request increases in the respective accounts.

Mr. Knight asked, there has been some recommendations from the Town Engineer with regard to how the trenches are filled in and left for the winter?

Mr. Dann answered, not just for the winter. There has been some additional direction to all excavators in town roads regarding the materials to be utilized for trench backfill and compaction testing to verify that compaction has achieved the desired results.

Mr. Knight asked, will that enable us to complete the re-paving of some projects, roads prior to the winter? I know that with the South Elm Street project, you allowed it over the winter to "winter" if you will in order for it to be subjected to enough weather to be confident that you were not developing any trenching.

Mr. Dann answered, my recommendation would be to still let the trench go through a winter. You have to understand that even with good compaction and proper backfill you may achieve a 92, 94% compaction, that still means that you have 6-8% remaining compaction to achieve. Rather than put the permanent pavement down and then watch that additional half inch or inch of compaction take place, my preference would be to let that get out of the way and then go in and do your permanent pavement and hope that it will stand up that much better.

Mr. Parisi asked, is this the result of the meeting we had several months ago about re-establishing some of the procedures with roads?

Mr. Dann answered, that is part of it, yes. Mr. Thompson has been looking at how to go about getting better results and it is his thought to provide better direction to everybody working in town  
ts.

Mr. Parisi stated, I had asked for this meeting with the Engineering Department and Mayor's Office because of the large number of complaints we all have experienced; pot holes and problems with roads. The Engineering Department has come up with more stringent guidelines.

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

ITEM #9 Consider and Approve a Transfer of Funds in the Amount of \$12,000 from Maintenance, Collecting & Impounding Residential Acct. #612-000 to Maintenance of Mains Acct. #673-000 - Water Division

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

This item is relative to the last; the correspondence that accompanied Item #8 applies to this item as well.

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

ITEM #10 Consider and Approve a Transfer of Funds in the Amount of \$1,950 to Office Supplies Acct. #1300-401-4000 to Personal Computer and Printer Acct. #1300-999-9902 - Mayor

Correspondence from Mayor Dickinson states that his office has recently learned from the service contractor for their twelve year old Olivetti ETV processor that parts needed to repair it are no longer available. Several quotes for the replacement of the equipment have been obtained. A Dell Pentium II computer system with software and printer, available under the Police Department's existing town bid, would cost approximately \$1,950. This computer would allow for greater flexibility than a dedicated word processor.

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

Mr. Rys asked the Mayor, how did we come up with the \$1,950 price?

Mayor Dickinson answered, I believe it was taken off the bid. The police department bid computers and so we would be utilizing the bid price that they received and would be purchasing the equipment that was the winning bid on their bid spec (specification).

Mr. Rys stated, the reason I ask is, as you know, I do a lot with computers, myself, at home and I am familiar with them. How old this bid price is?

Mayor Dickinson answered, this is fairly recent. It is this fiscal year, I believe.

Mr. Rys stated, the reason I am asking is, hardware nowadays is starting to come down considerably and you may not have this information or purchasing may not have the information. I am not going to compare apples to apples because it is impossible to do. I have seen the specs on this computer but you can go out nowadays and I know it is hard for the town to do this but you can go out and buy a computer for about \$750.

Mayor Dickinson stated, I don't know because I don't know what that would involve. Obviously, we are getting a monitor and everything including a printer. I don't know if that is an exact comparison or not without going out.

Mr. Rys stated, you would have to have the actual sheet and just go out there and take a look.. I look at them all the time. Purchasing goes out to bid on certain specifications and like I said, hardware nowadays.....what is happening is, they are trying to make the hardware as inexpensive as possible because they are going to get you on the software.

Mayor Dickinson replied, they will get you either way as far as I am concerned.

Mr. Rys stated, I would think that you are making this transfer in your department but it is under \$1,000 so if someone had the time they could actually go out and shop and probably find out that they could save \$1,000.

Mayor Dickinson answered, that is the other factor; it's the time; is it useful to spend the time doing that or utilize the expertise if it was already there. One benefit is, by using equipment that is located elsewhere, should we have problems in the future there is an ability to exchange equipment. They usually replace theirs far quicker than we do ours, there would be an ability to receive a machine from the Police Department that they don't need anymore and continue with what ever software we were utilizing rather than have a whole new machine and maybe type of software and not have that replaceable anywhere.

Mr. Rys stated, I am not complaining about this (request), I do think she needs a computer in the office. I think you need a computer, too but we are not going to argue that point. Word processors are out and I think you found that but I really think maybe we should look at what expertise we have. Do we have anybody in Town Hall who has that expertise in computers that could maybe do some shopping other than Purchasing?

Mayor Dickinson answered, I don't know that anyone...the subject changes so fast and there is so much new in the market all the time, I don't know that anyone other than someone who has just bought equipment and then like you say, it is based upon what they think they need and the specs that they have written. No one has a general enough knowledge to go out and just say that this is better

than this and something else is better than that and just pick around. I am not sure that it is worth the time on an individual purchase like this to spend that kind of time to do that.

Mr. Rys stated, I understand that but we buy a lot of computers and you know that and I think that maybe we need to get somebody in Town Hall even if it is on a consultant basis or something. I know that a lot of people do not like to hear consulting....but to find out what the total needs are just in case we have to go out in the future and buy a bulk of twenty or thirty computers that perhaps we can get the best price at that time.

Mayor Dickinson stated, we have just gotten a price on the system to replace our data processing and the total is coming in somewhere around \$1.6 million. Every time I see prices on computers I always figure that it is higher than what anyone imagined because that is all we ever see.

Mr. Knight stated, I congratulate you, Mayor, on this purchase and because there is one in the office I know you are going to become very familiar with it.

Philip Wright, Sr., 160 Cedar Street stated, it was nice to hear what you had to say, Ray Rys; it was nice to hear what you had to say. I have been saying for years in this town that we ought to have somebody that we would call a computer czar; someone who could really look into what all our needs are and give some decent advice to everyone. I think that is exactly what you were talking about; glad to hear you say it.

Mr. Parisi stated, we have a number of computer supporters on this Council. They know what they are talking about most of the time.

Pasquale Melillo, 15 Haller Place, Yalesville stated, it appears that we don't have anyone on staff with the Town that has the knowledge and expertise necessary to advise the departments on the purchasing of computers. We have a lot of intelligent people working in the many departments of the town and we should designate one of them with the most knowledge and education on computers to be trained as a computer expert or consultant for the town.

Mr. Parisi responded, that is basically what we just said; you are right.

VOTE: Farrell was absent; Parisi did not cast a vote; all others, aye; motion duly carried.

ITEM #11 Consider and Approve the Ratification of an Agreement Between the Town of Wallingford and C-Med

Correspondence from the Mayor to the Council states that the agreement will allow for the continued participation on the part of the Town with the C-Med services. C-Med, on a regional basis, oversees

the radio communications between an ambulance and the hospital. IN the case of Wallingford, when ambulance is unavailable, they radio ambulance service from other responders for emergencies in Wallingford. The agreement describes what generally has been the practice over the last fifteen to twenty years.

Mr. Rys stated, I move that we also attach this agreement to our Council minutes, seconded by Mr. Knight. (Appendix II).

Mayor Dickinson explained, the purpose of the agreement is going to all of the communities who are in the C-Med service area. That is a total of twenty (20). John Gustafson is the Director of C-Med and he is here and Peter Struble (Deputy Fire Chief) is familiar with it who is with Wallingford Fire Department. All of the towns are asked to sign off on this; most have at this point and that is why it is here for our authorization to execute it.

Mr. Parisi added, this is basically what we have been doing for the past fifteen to twenty years.

Deputy Chief Struble stated, it is an essential service for us; without it there is no replacement. I highly encourage the Council to ratify the agreement so there is no disruption of service.

Gustafson stated, this is the end of a twenty year process. This document was originally drafted in 1976 and over the years it has been a very difficult process getting the towns to come to an agreement or even to address it. The City of New Haven, which has hosted the system for twenty years, has never done anything that is going to harm any other community. The time has come in the system's history and age that we need to be able to establish our own legal identity and address the issues on a more formalized basis financially, as well as otherwise. I think this is a good time for it to happen.

Pasquale Melillo, 15 Haller Place, Yalesville asked for a more detailed explanation of the functions of the service, for the benefit of the public.

Mr. Parisi explained, the C-Med Program is a program that supplies back-up for member towns for their ambulance or should there be any emergencies or break downs or anything....there is almost an instantaneous back up process that is put into place. That is basically what the function of C-Med is.

Deputy Chief Struble added, it is ambulance communications only and it is to provide back up service to the Wallingford Ambulance when we need ambulance service. It is also communication service for the ambulance. Paramedics need to work under direct supervision of physicians and they need communication with physicians and C-Med provides a communication link with all hospitals in the State of Connecticut so that the paramedics can get direct physician supervision.

Mr. Melillo asked, how much will this cost the taxpayers?

Mayor Dickinson stated, we contribute every year. Our contribution this past year was approximately \$60,000.

Mr. Gustafson stated, \$61,914.00.

Mr. Melillo asked, relative to all of the experiences we have had all these years, has \$61,000 been spent? Have we gotten the benefit of approximately \$61,000 worth of service?

Mr. Gustafson answered, did we get our money's worth? Absolutely.

Philip Wright, Sr., 160 Cedar Street asked, are there some concrete provisions? Is the agreement for so many dollars per hour or some such thing as this?

Mr. Gustafson responded, the way the funding formula works is, each town and city pays a percentage share of the operating budget. It is based on populous and usage. It is the town's population divided by the service area's population times one-half plus the town's call volume divided by the region's call volume and that comes to the percentage of the overall operating budget. The operating budget is developed and approved currently by the C-Med oversight committee which Mayor Dickinson is the Quasi-Chairman of, I would have to say and voted on by the Council of Governments. The new structure of that budget we prepared and voted on by the Mayors as the Board of Directors; all twenty mayors are the Board of Directors; so the towns have complete budget control over the operation and once the budget is set the formula is applied and that is how each town's share comes out. We also receive revenue from the State of Connecticut which is going to be phasing out in three years although legislation has been raised out of East Hartford to continue that subsidy so we have two-tiered revenue support to keep the property taxpayers from having to bear the full brunt of this service. Since we do provide service to vehicles and units from outside of our service area, particularly units from Cheshire and Durham which are not in our service area will come to Mid State Medical Center and use our communications facility to communicate with that facility. We are also fortunate in our region to have two of the trauma centers in the state located....consequently ambulances with critical trauma patients routinely transit to Yale New Haven Hospital which also uses our system to communicate with them. We feel that is fair that the State continue on a state-wide basis to help subsidize this operation as well.

Mr. Wright asked, is this a non-profit organization; is it for profit? What is it?

Mr. Gustafson answered, it is an inter-local agreement under the CT. General Statutes. It is a municipal entity constituted by the member towns.

Mr. Wright asked again, is it a non-profit organization?

● Gustafson answered, it is not a non-profit organization; it is not a profit-making organization. It is a municipal organization.

Mayor Dickinson stated, it is a governmental agency established by the State pursuant to law.

Mr. Wright asked, what is the overhead of the operation? How large a hierarchy do we have? How much money are we spending for managers, sub-managers and the rest?

Mr. Gustafson answered, the current budget this year is \$1,265,152.00. The hierarchy consists of currently the unpaid director which is Chief Dennis Daniels of the New Haven Fire Department; myself, my computer-aided dispatch manager and twelve emergency telecommunicators and a part-time account clerk. That totals \$1,265,152.00.; that is the total operating budget. The salary line is \$597,346. Our telephone expense is \$107,352.; our insurance expense is \$20,000.; this is all outlined in the operating budget.

VOTE: Farrell and Zappala were absent; all others, aye; motion duly carried.

ITEM #12 The Mayor stated that it was not necessary at this time to enter into executive session items #13 & 15. The contracts are here and we can discuss them and if there is a need to enter into executive session then we can move into it, he stated. He recommended that the executive session listed as an addendum item should be held off since the Town Attorney has not yet arrived at the meeting. (It is noted that Atty. Small was attending a school event and would attend this meeting upon the event's conclusion)

ITEM #13 Consider and Approve a Contract for the Purchase of Property Known as 41 Silk Street - Town Attorney

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

Mayor Dickinson explained, 41 Silk Street is the remaining residential property on Silk Street. This purchase is related to the senior center expansion project. This would give us ownership of all of the property on the northerly side of Silk Street closest to Community Lake. If you remember the presentation by the (Senior Center Expansion Advisory) committee, it is property that definitely is needed for the plans and certainly would avoid us having to have parking across the street on property not owned by the Town.

● Bert Sheehan, 11 Cooper Avenue asked, 41 Silk Street is the property closest to Community Lake? Is that what you said?

Mayor Dickinson answered, no, it is the second residential dwelling from the lake. The Town already owns the other one.

Mr. Parisi stated, it is the property closest to the senior center.

Mr. Sheehan asked, what was the appraised value of that land?

Mayor Dickinson responded, the purchase price is \$170,000. I think the appraisal was \$165,000. The contract is for \$170,000.

Mr. Sheehan asked, if the selling price is \$170,000 why are you setting a public hearing for \$230,000.?

Mayor Dickinson answered, the \$230,000. covers the potential costs for sale of bonds, demolition costs, it covers environmental assessments, relocation costs for tenants.

Philip Wright, Sr., 160 Cedar Street stated, I am glad we are getting the property. Why are we re-locating the owner?

Mayor Dickinson explained, there is a tenant situation on the property as well as the owner residing there.

Pasquale Melillo, 15 Haller Place, Yalesville, asked for the measurements of the property.

Mayor Dickinson answered, I don't have that information. The Town Attorney would have it in the file on the property.

Mr. Melillo thought it is important for the people and the Town Council to know the size of the property before voting on its purchase.

Mr. Zandri stated, the property has been appraised at \$165,000.

Mr. Parisi stated, this is one of the best buys we have had, if you go by the appraised value. It is not a big lot, maybe not even a half an acre.

Mr. Melillo asked, what will be done with the house?

Mr. Parisi stated, the house will be taken down, we have no use for it.

**NOTE:** Farrell was absent; all others, aye; motion duly carried.

**ITEM #14** SET A PUBLIC HEARING for February 23, 1999 at 7:45 P.M. to Consider and Act Upon an Ordinance Appropriating \$230,000 for the Acquisition of Real Property Consisting of 41 Silk Street, Wallingford and Authorizing the Issuance of \$230,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose. The Ordinance authorizes the property to be utilized for a senior center or other purposes as determined by the Town.

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

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

**ITEM #15** Consider and Approve a Contract for the Purchase of Property Known as 66 Barnes Industrial Road North

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

Mayor Dickinson explained, the piece of land is about 19.4 acres. The Wallingford Land Trust's Spruce Glenn Property abuts the piece as does the Trust's Orchard Glenn property. The entire area is zoned IX. Tankwood Road is nearby. The piece has a CL&P/Northeast Utilities easement across it; there are high powered lines, there is a right-of-way to reach the piece over the Land Trust property coming back to Barnes Park North. It fits in with the open space that is already there, the Conservation Commission has walked the property and are supportive of the purchase. It is old orchard that is growing back and is fairly rough terrain. At some point this property may enable us to gain access in one direction and connect with Tankwood Road but that would obviously have to be worked out with other owners. It is of value as open space and also in its potential to provide future access to an area that is zoned IX. The purchase price is \$135,000.; additional costs would be potential debt costs, other costs associated with closing.

Jeff Borne, Chairman of the Conservation Commission confirmed the Mayor's statement that one of the greatest values to this property is its position to the Spruce Glenn preserve area. It is a fantastic piece of open space for the town and is a big win all the way around, he stated. The Conservation Commission supports the purchase.

Robert Sheehan, 11 Cooper Avenue stated, if it adjoins the Wallingford Trust property then it is a good piece of property (to buy). All of the open space will be connected eventually; that is the main purpose of purchasing this, to keep it as open space.

Mayor Dickinson replied, that is correct.

Masquale Melillo, 15 Haller Place, Yalesville asked, is this area zoned for industry presently?

Mayor Dickinson answered, yes.

Mr. Melillo asked, won't we be violating the Planning & Zoning laws if we are purchasing it for open space?

Mayor Dickinson answered, no. If necessary, in order to provide for access into the area for the industrial zone, this property could play a role in providing that access.

Mr. Melillo stated, if we wanted to shift the property over to be used for industry once we buy it, could we sell it to industry if we wanted to?

Mayor Dickinson answered, the town could do that. There is not a deed covenant regarding use of the property.

Mr. Melillo stated, if that is an option to the town and we could get some property taxes for it, I think it is practical to purchase the property.

Philip Wright, Sr., 160 Cedar Street stated, I am not sure what the language "or for other purposes as determined by the town" and the question of access to other properties....can you explain that to me?

Mayor Dickinson answered, the language regarding other purposes is standard language we have used in all of our purchases. The issue of access is whether, at some future time, the connection of Tankwood Road to Barnes Park North would become a need and this could provide a component in an ability to provide that connection.

Mr. Wright asked, the Town at some point may be selling a right-of-way through there?

Mayor Dickinson replied, the Town would own the road I assume in the long run.

Mr. Wright asked, and we would be the benefactor because we build the road and then somebody starts using all this other property and paying us taxes and that sort of thing?

Mayor Dickinson answered, if you liken it to the development of the Barnes Industrial Parks or North Plains Highway, at different times the Town developed a plan of action for the creation of an industrial park. At times that involved the building of roads, the participation of funding utilities, etc. All of those factors are out there, it depends upon what policies are adopted and what the town wants to do.

Wright was glad to see a display of the property at the meeting so the Council and public were aware of where the property was located. He was disappointed that no such display was available to the Council or public the night that the Cooke Property was voted on.

Mayor Dickinson pointed out that maps were displayed on the table top at the meeting.

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

ITEM #16 SET A PUBLIC HEARING for February 23, 1999 at 8:00 P.M. to Consider and Act Upon an Ordinance Appropriating \$148,000 for the acquisition of real property consisting of 66 Barnes Industrial Road North in Wallingford and Authorizing the Issuance of \$148,000 Bonds of the Town and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose. The ordinance authorizes the property be utilized for open space or other purposes as determined by the Town.

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

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

ITEM #12 Executive Session Pursuant to Section 1-18a(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Lease of Property - Mayor

ITEM #17 Executive Session Pursuant to Section 1-18a(6)(B) of the CT. General Statutes to Discuss Pending Litigation Involving Yale Motor Inn v. Town of Wallingford

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

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

The Council entered into executive session at 8:05 P.M.

Motion was made by Mr. Rys to Exit the Executive Session, seconded by Ms. Papale.

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

Council exited executive session at 8:20 P.M.

ITEM #18 Consider and Approve the Settlement of Yale Motor Inn v. Town of Wallingford

Motion was made by Mr. Rys to Settle the Case of Yale Motor Inn v. Town of Wallingford as Discussed in Executive Session, seconded by Mr. Knight.

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

Motion was made by Mr. Rys to Adjourn the meeting, seconded by Mr. Centner.

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

There being no further business the meeting adjourned at 8:21 P.M.

Meeting recorded and transcribed by:

*Kathryn F. Zandri*  
Kathryn F. Zandri  
Town Council Secretary

Approved: *Robert F. Parisi*  
Robert F. Parisi, Chairman

3-15-99  
Date

*Rosemary A. Rascati*  
Rosemary A. Rascati, Town Clerk

3-15-99  
Date



WILLIAM W. DICKINSON, JR.  
MAYOR

OFFICE OF THE MAYOR  
TOWN OF WALLINGFORD  
CONNECTICUT

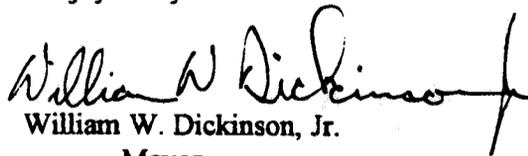
PROCLAMATION

- WHEREAS,** for over two hundred years, millions of Americans have answered our nation's call to defend our freedoms and our democratic form of government against all enemies, and
- WHEREAS,** in 1899 Veterans of the Spanish-American War established the Veterans of Foreign War organization which is dedicated to serving all of America's veterans and their families, and
- WHEREAS,** the Veterans of Foreign Wars of the United States are celebrating their 100th Anniversary this year, and
- WHEREAS,** the Town of Wallingford is fortunate to have two VFW Posts located in our community, the Stanley Budleski VFW Post 9965, Yalesville, and the Major Raoul Lufbery Post 591, both celebrating their 100th Anniversary, and
- WHEREAS,** both Posts are very active in our community and sponsor many worthwhile events, including the Voice of Democracy for our high school students and Youth Essay for our middle school students, programs which afford our children the opportunity to compete regionally and if successful, nationally for scholarship awards, and
- WHEREAS,** the VFW Posts also provide many programs for our citizens from Buddy Poppy sales to raise money for needy veterans and their families to food, clothing and toy drives for our citizens, the VFW is dedicated to serving our community, and
- WHEREAS,** the municipality appreciates the participation of the Yalesville First Falls, Jr. Ancient Fife & Drum Corp and the Color Guards from both VFW Posts at many of our events, including the Memorial Day Parade, and Flag Day and Veterans Day ceremonies.

**NOW, THEREFORE,** I, William W. Dickinson, Jr., Mayor of the Town of Wallingford, do hereby call upon our citizens to recognize the

**100th Anniversary of the Veterans of Foreign Wars of the United States**

and I urge individuals, schools, businesses, churches and civic organizations to proudly display the Flag of the United States of America and participate in programs honoring the 5,187 VFW veterans in Wallingford and all of America's 26 million veterans. Freedom isn't free, and these are the men and women who paid for the freedom all of us enjoy today.

  
William W. Dickinson, Jr.  
Mayor

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999  
WALLINGFORD, CONNECTICUT



C-MED

DENNIS W. DANIELS  
*Director*  
Tel. (203) 946-6300

SOUTH CENTRAL CONNECTICUT REGIONAL  
EMERGENCY MEDICAL COMMUNICATIONS SYSTEM  
P. O. Box 374 • New Haven, Connecticut, 06502

JOHN G. GUSTAFSON  
*Supervisor*  
Tel. (203) 946 7038

August 27 1998

Mayor William Dickinson  
Town of Wallingford  
45 South Main St  
Wallingford Connecticut 06492

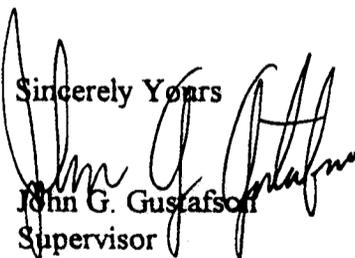
RE: C-MED Compact

Dear Mayor Dickinson:

We have not yet heard from you concerning the approval of the C-MED Compact Document. As you know this document will formalize the C-MED System, establishing it as an Interlocal Agreement in accordance with Connecticut General Statutes. A copy of the Compact Agreement, and Council of Governments executive summary are enclosed for your use.

If your legislative body has not yet ratified the agreement please refer to Section 7-339c of the Connecticut General Statutes which outlines the process which must be followed. If at any time during the process you require or desire a representative of this agency to meet with you or appear before your legislative body please contact me.

Thank you in advance for your time and effort, and as always should you have any questions please feel free to contact me at any time.

Sincerely Yours  
  
John G. Gustafson  
Supervisor

cc/ Chief Dennis W. Daniels  
Mr. James Butler, Council of Govmnts

RECEIVED  
MAYOR'S OFFICE  
98 AUG 31 PM 2:13

*Serving The Cities and Towns of:*

Ansonia • Bethany • Branford • Derby • East Haven • Guilford • Hamden • Madison • Meriden • Milford • New Haven  
North Branford • North Haven • Orange • Oxford • Seymour • Shelton • Wallingford • West Haven • Woodbridge

# COG

South Central Regional Council of Governments  
127 Washington Avenue, 4th Floor-West  
North Haven, Connecticut 06473-1715  
(203) 234-7555 Fax: (203) 234-9850  
James A. Butler, Executive Director

## **CMED Compact Highlights Complements "C-MED" (Mission and Development) May 27, 1997**

### *Formalize a 20 Year Old Relationship*

- establish a clear statutory (Connecticut *Statutes*) basis for actions  
a new "interlocal agreement" (Section 7-339a of the *Statutes*) replaces a 1977 "interim" resolution of the City of New Haven's Board of Aldermen and "consent" of ten towns.
- create a "freestanding" organization correlate with its service area  
growth beyond original 10 town organization—no longer entirely within South Central Connecticut and COG's purview.  
originally Bethany, Branford, East Haven, Hamden, New Haven, North Branford, North Haven, Orange, West Haven and Woodbridge.  
since extended to Milford, Seymour, Derby, Guilford, Madison, Meriden, Wallingford, Shelton, Oxford and Ansonia per Griffin, Yale-New Haven, St. Raphael's and Milford Hospital context.
- now a \$1.0 million a year enterprise  
15 employees comprising 60 percent of the annual budget.  
all unionized.

### *Organization*

- directors  
move beyond interim COG guidance.  
allow the chief elected official or his/her representative to guide growth and change.  
weighted voting per call volume/population cost sharing arrangement  
now weighted 50 percent by volume and 50 percent by population.  
cost sharing ranges from 27 percent (New Haven) to approximately one percent (Bethany, Oxford and Woodbridge).
- by-laws  
adopt upon organization.  
address major issues including relationship with hospitals and commercial ambulance companies.
- management  
executive director  
appointed by board of directors.  
personnel, finance and operational responsibilities.

(over, page two)

Bethany Branford East Haven Guilford Hamden Madison Meriden Milford  
New Haven North Branford North Haven Orange Wallingford West Haven Woodbridge  
An Equal Opportunity Employer

AGREEMENT ESTABLISHING THE SOUTH CENTRAL CONNECTICUT  
REGIONAL EMERGENCY COMMUNICATIONS SYSTEM

MARCH 26, 1997

AGREEMENT ESTABLISHING THE SOUTH CENTRAL CONNECTICUT  
REGIONAL EMERGENCY COMMUNICATIONS SYSTEM

WHEREAS, the Robert Wood Johnson Foundation acting by and with the National Academy of Sciences gave a \$361,970 grant to the Hospital of Saint Raphael and Yale-New Haven Hospital to design and implement a regional emergency medical communications system; and

WHEREAS, the Board of Aldermen of the City of New Haven, with the consent of the ten towns in the Greater New Haven area, accepted transfer of said grant for the purpose of completing and operating the South Central Connecticut Regional Emergency Medical Communications System on November 30 1976; and

WHEREAS, the City of New Haven, with the cooperation of the participating towns and cities and in conjunction with the South Central Connecticut Emergency Medical Services Council, obtained funds and expanded the communications system to serve twenty-one towns and cities; and

WHEREAS, the City of New Haven, as directed by its Board of Aldermen, and the participating towns and cities wish to create a regional agreement to carry out the affairs and operations of the communication system; to provide high quality communications and coordination services to support Fire, Police, Emergency Medical Service and Emergency Management activities in each participating town and city; AND

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by and among the CITY OF NEW HAVEN, a municipal corporation, hereinafter referred to as "New Haven," acting by its Mayor, hereto duly authorized; the TOWN OF EAST HAVEN, a municipal corporation, hereinafter referred to as "East Haven," acting by its Mayor, hereto duly authorized; the TOWN OF HAMDEN, a municipal corporation, hereinafter referred to as "Hamden," acting by its Mayor, hereto duly authorized; the CITY OF WEST HAVEN, a municipal corporation, hereinafter referred to as "West Haven," acting by its Mayor, hereto duly authorized; the TOWN OF NORTH HAVEN, a municipal corporation, hereinafter referred to as "North Haven," acting by its First Selectman hereto duly authorized; the TOWN OF WOODBRIDGE, a municipal corporation, hereinafter referred to as "Woodbridge," acting by its First Selectman, hereto duly authorized; the TOWN OF ORANGE, a municipal corporation, hereinafter referred to as "Orange," acting by its First Selectman, hereto duly authorized; the TOWN OF BETHANY, a municipal corporation, hereinafter referred to as "Bethany," acting by its First Selectman, hereto duly authorized; the TOWN OF NORTH BRANFORD, a municipal corporation, hereinafter referred to as "North Branford," acting by its Town Manager, hereto duly authorized; the TOWN OF BRANFORD, a municipal corporation, hereinafter referred to as "Branford," acting by its First Selectman, hereto duly authorized; the CITY OF MILFORD, a municipal corporation, hereinafter referred to as "Milford," acting by its Mayor, hereto duly authorized; the Town of Seymour, a municipal corporation, hereinafter referred to as "Seymour," acting by its First Selectman, hereto duly authorized; the TOWN OF CLINTON, a municipal corporation, hereinafter referred to as "Clinton," acting by its First Selectman, hereto duly authorized; the CITY OF DERBY, a municipal corporation, hereinafter referred to as "Derby," acting by its Mayor, hereto duly authorized; the TOWN OF GUILFORD, a municipal

**Article I  
MISSION**

The mission of the South Central Connecticut Regional Emergency Communications System shall be to provide high quality Public Safety Communications services as required by each member town or city and approved by the Board of Directors. Such services shall include but are not limited to receipt of requests for emergency response, dispatch of Fire, EMS, Law Enforcement or Emergency Management assets, the coordination of multi-jurisdictional and multi-disciplinary response to emergency situations, communications in support of patient care activities between EMS units and hospitals, operation of such telecommunications facilities as are required to support this mission and other service as may be deemed appropriate by the Board of Directors.

**Article II  
MEMBERS**

**SECTION 1**

The South Central Connecticut Regional Emergency Communications System, also known as C-MED New Haven and South Central Dispatch, hereinafter jointly referred to as "the System." The System, as a public body, is organized and exists pursuant to the provisions of Sub-Sections 7-339a through 7-339h Chapter 105 of the *Connecticut General Statutes* (1995 rev.) as amended. The members of the System are cities and towns located within South Central Connecticut, whose local legislative bodies have adopted through ordinance, or otherwise, to authorize such cities and towns, in accordance with the provisions of Sub-Sections 7-339a through 7-339h of the *Connecticut General Statutes* (1995 rev.) as amended, to join the System, and whose application for membership has been approved by the Board of Directors of the South Central Connecticut Regional Emergency Communications System.

**SECTION 2**

Any member City or Town shall remain a member of the System either until said City or Town withdraws from the System, in accordance with the provisions of this Agreement, or until the Board of Directors of South Central Dispatch by three-quarters (3/4) vote terminates the membership of a City or Town due to the failure of said City or Town to meet its obligations to the System.

**Article III  
DIRECTORS**

**SECTION 1**

The affairs of the System shall be governed by a Board of Directors. Each member shall have one (1) Director who shall be the Chief Elected Official or that official designated in writing authorized to act for said Chief Elected Official as a voting Board of Directors member in the absence of the Chief Elected Official of the city or town, and which Director shall serve in accordance with the provisions of Section 7-339d of the *Connecticut General Statutes*. Directors shall serve for the duration of their terms of office as specified in each member's Charter. No

- l. In accordance with Section 7-339h claim grants and aid as may be available from the State of Connecticut and the United States of America to defray the operating or capital expense of the System.
- m. To establish policy for Communications System operation in consultation with and in accordance with regulations as may be promulgated by the Federal Communications Commission, the Connecticut State Department of Health Services, Connecticut Department of Public Safety or other Federal or State agencies.
- n. To have all the powers and duties necessary or appropriate for the administration of the affairs of the System and may do all such acts and things as are permitted by law.

### SECTION 3

Members of the Board of Directors of the System shall vote, in accordance with the provisions of the *Connecticut General Statutes*. Each Director's vote shall be proportionate to the share of the costs of the System allocated to the Directors city or town rounded up to the nearest whole number.

### SECTION 4

No compensation shall be paid to Directors for their services to the System in any capacity or pursuant to any other contractual relationship. To the extent permitted by the budget of the System, Directors shall be reimbursed for actual expenses incurred by them in the performance of their duties. No Director of the System shall have any financial interest in the Systems affairs.

### SECTION 5

In the event that a Director is unable to attend any regular or special meeting of the Board of Directors the Director may designate, in writing, a temporary alternate pursuant to Article III, Section 1., which temporary alternate shall have the same voting rights and privileges as the Director.

## Article IV MEETINGS

### SECTION 1

The annual meeting of the Board of Directors shall be held in February at such place and time as determined by the Chairperson. Notice of the annual meeting of the Board of Directors shall be given to each Director and the general public in accordance with the *Connecticut General Statutes* regarding notice of public meetings and Freedom of Information.

expenditures when authorized by the Board of Directors; and

- i. Perform other such duties as may be assigned by the Board of Directors.

## Article VI OFFICERS

### SECTION 1

The Board of Directors at its annual meeting shall elect from its membership a Chairperson, Vice Chairperson, Secretary and Treasurer who shall perform such duties as may be prescribed in this agreement, bylaws, and by law.

### SECTION 2

The Treasurer shall be the Chief Fiscal Officer of the South Central Connecticut Regional Emergency Communications System and shall be responsible to the Board of Directors for all fiscal matters relating to the operation of the System. The Treasurer shall be bonded by a company approved by the Insurance Commissioner of the State of Connecticut in an amount double the System budget.

The Treasurer shall receive all money, property and securities of the System delivered. Under the direction of the Treasurer the Executive Director, or their designee, will take charge of all funds and deposit all money so received to the credit of the System in a bank or banks selected by the Board of Directors. Under the directions of the Treasurer, the Executive Director, or their designee, shall make all disbursements, and an accurate record of receipts and disbursements will be kept and a report given to the Board of Directors at each regular meeting.

Any of the duties performed by the Treasurer may be performed in the Treasurers absence, or Treasurer's discretion, by one (1) or more Assistant Treasurers, duly bonded. All Assistant Treasurers shall be appointed by the Executive Director with the approval of the Board of Directors.

## Article VII OFFICES

### SECTION 1

The principal office of the South Central Connecticut Regional Emergency Communications System shall be in New Haven, Connecticut or such other place within the South Central Connecticut Area, as shall be fixed from time to time by resolution of the Board of Directors of the System, and all costs thereof shall be deemed a necessary expense of the System.

### SECTION 2

All the books and records of the System shall be kept at the principal office of the System.

**Article IX  
SEAL**

**SECTION 1**

The Board of Directors shall provide a suitable seal containing the name of the South Central Connecticut Regional Emergency Communications System, which seal shall be in charge of the Executive Director. If so directed by the Board of Directors, a duplicate of the seal may be kept and used by the Treasurer or any Assistant Treasurer.

**Article X  
FISCAL MANAGEMENT**

**SECTION 1**

The fiscal year of the South Central Connecticut Regional Emergency Communications System shall begin on the first (1st) day of July of every year. The commencement date of each fiscal year herein established shall be subject to change by the Board of Directors.

**SECTION 2**

Books and accounts of the System shall be kept under the direction of the Treasurer, in accordance with the requirements of any Agreement entered into with Federal or State government.

**SECTION 3**

The Executive Director shall cause to be prepared annually a full and correct statement of the affairs of the System, including a balance sheet and financial statement of operations for the proceeding fiscal year, which shall be submitted to the Board of Directors by January 15 annually.

**SECTION 4**

All notes, mortgages, deeds, leases and contracts shall be executed on behalf of the System by the Chairperson and/or Executive Director and attested by the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer. All vouchers and disbursements executed on behalf of the System shall be signed by the Executive Director and countersigned by the Treasurer, or their designee.

**Article XI  
INDEMNIFICATION**

**SECTION 1**

Each member town and city, Director, officer or employee of the System shall be indemnified by the South Central Connecticut Regional Emergency Communications System in the amount of \$2,000,000 against any and all claims, losses, damages, judgments, expenses or liabilities reasonably incurred by such town, city or person having been a party solely by reason of such party's being or having been a member town or city, Director, officer or employee of the

**Article XIII  
DISPUTES**

**SECTION 1**

During the term of this Agreement, any city or town aggrieved by a decision of the Board of Directors shall, be entitled to appeal the decision to the American Arbitration Association. The Board of Directors if aggrieved by a decision of a member town or city shall also have the authority to appeal the decision to the American Arbitration Association.

**SECTION 2**

The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association and arbitration shall proceed in accordance with said rules.

**SECTION 3**

The System and the aggrieved city or town shall split the arbitrator(s) fee and expenses equally.

**SECTION 4**

In accordance with Public Act 95-198, the aggrieved city or town shall continue to make the payments required under the terms of this agreement pending the resolution of the dispute.

**Article XIV  
BUDGET SUBMISSION**

**SECTION 1**

The Executive Director shall prepare and submit to the Board of Directors a budget for the operations of the System not later than January 15 annually.

**SECTION 2**

The Board of Directors shall review and approve said annual budget on or before the first (1st) day of March of the year to insure proper allocations of funds by the member cities and towns.

**SECTION 3**

The budget shall contain an itemized listing of all income and expenses including, but not limited to, personnel costs, insurance costs listing types of coverage, equipment costs listing service contract amounts and credits of said costs from services and cities and towns.

OF EAST HAVEN, acting herein by its Mayor, the TOWN OF HAMDEN, acting herein by its Mayor, the CITY OF WEST HAVEN, acting herein by its Mayor, the TOWN OF NORTH HAVEN, acting herein by its First Selectman, the TOWN OF WOODBRIDGE, acting herein by its First Selectman, the TOWN OF ORANGE, acting herein by its First Selectman, the TOWN OF BETHANY, acting herein by its First Selectman, the TOWN OF NORTH BRANFORD, acting herein by its Town Manager, the TOWN OF BRANFORD, acting herein by its First Selectman, the CITY OF MILFORD, acting herein by its Mayor, the TOWN OF SEYMOUR, acting herein by its First Selectman, the TOWN OF CLINTON, acting herein by its First Selectman, the CITY OF DERBY, acting herein by its Mayor, the TOWN OF GUILFORD, acting herein by its First Selectman, the TOWN OF MADISON, acting herein by its First Selectman, the CITY OF MERIDEN, acting herein by its City Manager, the TOWN OF WALLINGFORD, acting herein by its Mayor, the CITY OF SHELTON acting herein by its Mayor, the TOWN OF OXFORD, acting herein by its First Selectman, the CITY OF ANSONIA, acting herein by its Mayor.

Witnesses

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Town of Bethany

By: \_\_\_\_\_

Its First Selectman

Town of North Branford

By: \_\_\_\_\_

Its Mayor

Town of Branford

By: \_\_\_\_\_

Its First Selectman

City of Milford

By: \_\_\_\_\_

Its Mayor

Town of Seymour

By: \_\_\_\_\_

Its First Selectman

Town of Clinton

By: \_\_\_\_\_

Its First Selectman

City of Derby

By: \_\_\_\_\_

Its Mayor

## AGREEMENT

THIS AGREEMENT made this            day of            , 1998, by and between CONNECTICUT REAL PROPERTY DISPOSITION, LLC c/o Empire Mortgage Company, 4 North Park Drive, Suite 100, Hunt Valley, MD 21030, hereinafter called "Seller" and the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter called "Buyer".

### WITNESSETH:

WHEREAS, Seller is the owner of all that certain piece or parcel of real property, with all buildings and other improvements thereon and all appurtenances thereto, known as 66 Barnes Industrial Road North (Assessor's Parcel No. 029-001-004B) in the Town of Wallingford, County of New Haven and State of Connecticut, more particularly described in Schedule A attached hereto and made a part hereof.

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

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

NOW THEREFORE, the parties agree as follows:

1. SALE OF PROPERTY. Seller hereby agrees to sell, assign, transfer and

convey to the Buyer, and Buyer does hereby agree to purchase from Seller, all the right, title and interest in and to the Property, together with all buildings and other improvements thereon and all appurtenances thereto. Seller agrees to convey said real property to Buyer by a good and sufficient Special Limited Warranty Deed. Seller agrees to provide to Buyer prior to closing an A-2 survey of the property, if Seller has one.

A. Condition of Title. It is understood and agreed that the title herein required to be conveyed by the Seller with respect to all of the Property shall be marketable and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force for a Special Limited Warranty Deed. If a title search reveals an encumbrance that is unacceptable to the Buyer, the Buyer may elect to terminate this Agreement. The title search shall be completed by February 23, 1999. Any encumbrances from February 23, 1999 to the date of closing shall be released at the time of closing. If the Seller shall be unable to convey marketable title to said premises to the Buyer, then the Buyer may elect to accept such title as Seller can convey, upon payment of the purchase price, or may reject the deed conveying such unmarketable title. Upon such rejection, this Agreement shall terminate and become null and void and the parties hereto shall be released and discharged of all further claims and obligations to each other.

2. **PURCHASE PRICE**. The purchase price for the Property shall be One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00), payable in full at the Closing.

3. **CLOSING OF TITLE**. The Closing of the transaction hereby contemplated shall take place at the office of the Department of Law, Town Hall, 45 South Main Street, Wallingford, Connecticut, at 2:00 p.m. on or before April 30, 1999, or at such other time and place as may be mutually agreed upon by the parties, subject to satisfactory environmental testing as specified herein.

4. **ADJUSTMENTS**. Taxes, fuel oil, water and sewer charges, rent, and like matters with respect to all of the Property, and rent security deposits, if any, shall be adjusted as of the date of the Closing. Seller shall forthwith provide Buyer with copies of any written leases presently in effect for any portion of the Property. The taxes will be prorated according to the custom of the Town of Wallingford.

5. **BROKER**. The Seller represents to the Buyer that Calcagni Commercial Real Estate, 330 South Main Street, Cheshire, CT 06410 is the real estate broker for the Property and Seller is solely responsible for any realtors' commission.

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

A. Approval of this Agreement to purchase by the Town Council of the government of the Town of Wallingford. In the event this Agreement is not approved by the Town Council, this Agreement will be null and void.

B. Approval of a Bond Ordinance and expiration of time limit for referendum petition. The Bond Ordinance shall be on the Town Council agenda of February 23, 1999. In the event of a petition, either party may cancel this Agreement within ten (10) days of the certification of the petition. Said time limit is thirty days from publication of the Ordinance which shall be published within five days of Council approval. If not cancelled, and the vote on referendum fails to overturn the ordinance, the closing will proceed within ten (10) days of the vote; and

C. Environmental Provisions. Notwithstanding anything contained herein to the contrary, it is agreed that the purchase of the Property is contingent upon a satisfactory environmental assessment of the property. The Buyer shall arrange for an investigation and examination of the property to be performed by an environmental consulting firm ("Engineer") selected by the Buyer. The purpose of the assessment will be to determine the presence of any hazardous waste as defined by §22a-115(1) of the Connecticut General Statutes or the presence of pollution or other environmental problems which would render the property prejudicial to human health and safety. Such investigation or assessment shall mirror the Phase I and Phase II investigations

pursuant to the Transfer Act Site Assessment process. The Buyer may require a Phase II investigation whether or not the Phase I information suggests that a "Release" or other pollution may have occurred and to this end may instruct the Engineer to execute a Phase II investigation at or about the same time the Phase I investigation is performed. In the event the assessment reports the presence of an on-site discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or any other polluting agent or environmental problem on the property requiring further investigation and/or remediation, either party may terminate this Agreement within ten (10) days of the report. The expense of the environmental assessment of the property, as above described, shall be the responsibility of the Buyer. The assessment shall be completed no later than April 9, 1999.

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

At the time the Seller executes this Agreement, he shall advise the Buyer, in writing, of the existence and location of any known underground tanks.

7. **CONDITION OF PROPERTY.** Seller agrees that he shall maintain the Property in the same condition as exists on the date hereof, reasonable wear and tear expected.

8. **DOCUMENTS AT CLOSING.** At the closing, Seller agrees to deliver to the Buyer the following:

A. A Connecticut form of Special Warranty Deed to the Property conveying marketable title without exceptions, free and clear of all encumbrances, covenants, easements, restrictions, defects and reservations except as noted in Schedule A; and

B. All drawings, surveys, and plans relating to the Property, if any, which are in possession of the Seller and not previously delivered to the Buyer; and

C. All documentation as may reasonably be required by the attorney for the Buyer to carry out the terms, covenants, conditions and intent of this contract including, but not limited to, negative declarations as provided for in Connecticut General Statutes §22a-134 through 22a-134d, provided, however, that compliance with such statutes shall be required only if the Property is deemed an "establishment" under such statutes; and

D. An affidavit certifying that there are no rights of mechanic's liens with respect to the Property.

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

11. **SELLER'S REPRESENTATIONS**. Seller represents the following with regard to the Property:

A. The Seller has not received, and has no knowledge of, any notice or request from any insurance company or Board of Fire Underwriters, or mortgagee, requesting the performance of any work or alterations with respect to the Property which have not been complied with, and the Seller does not know of and has not received any notice of any violations of any local, state or federal laws arising out of the present use and occupancy of the Property;

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals  
this            day of December, 1998.

*Signed, Sealed and Delivered  
In Presence Of:*

CONNECTICUT REAL PROPERTY  
DISPOSITION, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
MATTHEW REILLY

TOWN OF WALLINGFORD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
WILLIAM W. DICKINSON, JR.  
Its Mayor, Duly Authorized

## AGREEMENT

THIS AGREEMENT made this            day of            , 1999, by and between JULIA PIMENTEL, 41 Silk Street, Wallingford, CT 06492, hereinafter called "Seller" and the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter called "Buyer".

### WITNESSETH:

WHEREAS, Seller is the owner of all that certain piece or parcel of real property, with all buildings and other improvements thereon and all appurtenances thereto, known as 41 Silk Street in the Town of Wallingford, County of New Haven and State of Connecticut, more particularly described in Schedule A attached hereto and made a part hereof. If Seller has an A-2 survey of the property, it shall be provided to the Buyer at closing.

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

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

NOW THEREFORE, the parties agree as follows:

1. SALE OF PROPERTY. Seller hereby agrees to sell, assign, transfer and

convey to the Buyer, and Buyer does hereby agree to purchase from Seller, all the right, title and interest in and to the Property, together with all buildings and other improvements thereon and all appurtenances thereto. Seller agrees to convey said real property to Buyer by a good and sufficient Warranty Deed subject only to any and all provisions of any ordinance, municipal regulation, public or private law, restrictions and easements, if any, as set forth on Schedule A, current taxes, water and sewer use charges and two tenants in possession, who have month to month oral leases.

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

2. PURCHASE PRICE. The purchase price for the Property shall be One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00), payable in full at the Closing.

3. **CLOSING OF TITLE**. The Closing of the transaction hereby contemplated shall take place at the office of the Department of Law, Town Hall, 45 South Main Street, Wallingford, Connecticut, at 2:00 p.m. on or before April 15, 1999, or at such other time and place as may be mutually agreed upon by the parties, subject to satisfactory environmental testing as specified herein. *Time is of the essence*. The Buyer will make a good faith effort to close prior to March 30, 1999. In an effort to close by March 30, 1999, the Buyer shall hold a public hearing on the Bond Ordinance on February 23, 1999.

4. **ADJUSTMENTS**. Taxes, fuel oil, water and sewer charges, rent, and like matters with respect to all of the Property, and rent security deposits, if any, shall be adjusted as of the date of the Closing. Seller shall forthwith provide Buyer with copies of any written leases presently in effect for any portion of the Property. The taxes will be prorated according to the custom of the Town of Wallingford.

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

save, defend, indemnify and hold Buyer harmless from and against any and all claims, demands, damages, actions and causes of action made against the Buyer by any real estate broker claiming to have dealt with Seller in connection with the Property.

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

A. Approval of this Agreement to purchase by the Town Council of the government of the Town of Wallingford no later than February 23, 1999;

B. Approval of a Bond Ordinance no later than February 23, 1999, and expiration of time limit for referendum petition. The time limit for a petition for referendum is thirty days from publication of the Bond Ordinance, which will be published no later than February 27, 1999. In the event of a petition, either party may cancel this Agreement within ten (10) days of the certification of the petition. If not cancelled, and the vote on referendum fails to overturn the ordinance, the closing will proceed within ten (10) days of the vote; and

C. Environmental Provisions. Notwithstanding anything contained herein to the contrary, it is agreed that the purchase of the Property is contingent upon a satisfactory environmental assessment of the property. The Buyer shall arrange for an investigation and examination of the property to be performed by an environmental

consulting firm ("Engineer") selected by the Buyer. The purpose of the assessment will be to determine the presence of any hazardous waste as defined by §22a-115(1) of the Connecticut General Statutes or the presence of pollution or other environmental problems which would render the property prejudicial to human health and safety. Such investigation or assessment shall mirror the Phase I and Phase II investigations pursuant to the Transfer Act Site Assessment process. The Buyer may require a Phase II investigation whether or not the Phase I information suggests that a "Release" or other pollution may have occurred and to this end may instruct the Engineer to execute a Phase II investigation at or about the same time the Phase I investigation is performed. In the event the assessment reports the presence of an on-site discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste or any other polluting agent or environmental problem on the property requiring further investigation and/or remediation, either party may terminate this Agreement within ten (10) days of the report. The expense of the environmental assessment of the property, as above described, shall be the responsibility of the Buyer. The assessment shall be done in a timely manner and shall be completed no later than March 15, 1999.

If the Seller offers to remediate the determined environmental problems and the Buyer agrees not to terminate this Agreement, any such remediation shall be at the sole expense of the Seller and the closing of title to the Property shall occur within ten

(10) days of the final certification by the Engineer that the remediation has been satisfactorily completed.

At the time the Seller executes this Agreement, he shall advise the Buyer, in writing, of the existence and location of any known underground tanks.

7. **CONDITION OF PROPERTY**. Seller agrees that he shall maintain the Property in the same condition as exists on the date hereof, reasonable wear and tear expected.

8. **DOCUMENTS AT CLOSING**. At the closing, Seller agrees to deliver to the Buyer the following:

A. A Connecticut form of Warranty Deed to the Property conveying marketable title without exceptions, free and clear of all encumbrances, covenants, easements, restrictions, defects and reservations except as noted in Schedule A; and

B. All drawings, surveys, and plans relating to the Property, if any, which are in possession of the Seller and not previously delivered to the Buyer; and

C. All documentation as may reasonably be required by the attorney for the Buyer to carry out the terms, covenants, conditions and intent of this contract including but not limited to, negative declarations as provided for in Connecticut General Statute §22a-134 through 22a-134d, provided, however, that compliance with such statutes

shall be required only if the Property is deemed an "establishment" under such statutes;  
and

D. An affidavit certifying that there are no rights of mechanic's liens with respect to the Property.

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

11. **SELLER'S REPRESENTATIONS**. Seller represents the following with regard to the Property:

A. The Seller has not received, and has no knowledge of, any notice or request from any insurance company or Board of Fire Underwriters, or mortgagee, requesting the performance of any work or alterations with respect to the Property which have not

been complied with, and the Seller does not know of and has not received any notice of any violations of any local, state or federal laws arising out of the present use and occupancy of the Property;

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals  
this            day of February, 1999.

*Signed, Sealed and Delivered  
In Presence Of:*

\_\_\_\_\_

\_\_\_\_\_  
JULIA PIMENTEL, Seller

\_\_\_\_\_

TOWN OF WALLINGFORD

\_\_\_\_\_

BY: \_\_\_\_\_  
WILLIAM W. DICKINSON, JR.  
Its Mayor, Duly Authorized

\_\_\_\_\_



C-MED

DENNIS W. DANIELS  
Director  
Tel. (203) 946-6300

SOUTH CENTRAL CONNECTICUT REGIONAL  
EMERGENCY MEDICAL COMMUNICATIONS SYSTEM  
P. O. Box 374 • New Haven, Connecticut, 06502

JOHN G. GUSTAFSON  
Supervisor  
Tel. (203) 946 7038

August 27 1998

Mayor William Dickinson  
Town of Wallingford  
45 South Main St  
Wallingford Connecticut 06492

MAYOR'S OFFICE  
98 AUG 31 PM 2:13

RE: C-MED Compact

Dear Mayor Dickinson:

We have not yet heard from you concerning the approval of the C-MED Compact Document. As you know this document will formalize the C-MED System, establishing it as an Interlocal Agreement in accordance with Connecticut General Statutes. A copy of the Compact Agreement, and Council of Governments executive summary are enclosed for your use.

If your legislative body has not yet ratified the agreement please refer to Section 7-339c of the Connecticut General Statutes which outlines the process which must be followed. If at any time during the process you require or desire a representative of this agency to meet with you or appear before your legislative body please contact me.

Thank you in advance for your time and effort, and as always should you have any questions please feel free to contact me at any time.

Sincerely Yours

John G. Gustafson  
Supervisor

cc/ Chief Dennis W. Daniels  
Mr. James Butler, Council of Govmnts

Serving The Cities and Towns of:

Ansonia • Bethany • Branford • Derby • East Haven • Guilford • Hamden • Madison • Meriden • Milford • New Haven  
North Branford • North Haven • Orange • Oxford • Saybrook • Shelton

- **office**  
continue at current City of New Haven Hall of Records location  
substantial recent investment.  
economies of scale given shared use of facilities/communications with City's Office of  
Emergency Management.  
alternate office specifically considered (compact "open" relative to location).
- **financial control**  
annual independent audit (per current practice).

*Transition to a Freestanding Organization: Issues and Opportunity*

- **payroll, accounting, and audit**  
now accomplished by City of New Haven with CMED administrative reimbursement.  
adequacy of reimbursement subject of CMED-City review.  
limited cost escalation anticipated regardless of administrative arrangement.
- **employees medical insurance**  
now per City of New Haven Blue Cross Century 96 with all costs including administration  
borne by CMED.  
ability to continue participation given change of status unclear.  
any change likely cost neutral; subject to labor negotiations.
- **other direct costs**  
fax and copying per City; limited upward cost regardless of relationship.
- **limited legal services now by participating municipalities**  
limited cost increase; particularly if private counsel found necessary during "start up".

AGREEMENT ESTABLISHING THE SOUTH CENTRAL CONNECTICUT  
REGIONAL EMERGENCY COMMUNICATIONS SYSTEM

MARCH 26, 1997

**AGREEMENT ESTABLISHING THE SOUTH CENTRAL CONNECTICUT  
REGIONAL EMERGENCY COMMUNICATIONS SYSTEM**

WHEREAS, the Robert Wood Johnson Foundation acting by and with the National Academy of Sciences gave a \$361,970 grant to the Hospital of Saint Raphael and Yale-New Haven Hospital to design and implement a regional emergency medical communications system; and

WHEREAS, the Board of Aldermen of the City of New Haven, with the consent of the ten towns in the Greater New Haven area, accepted transfer of said grant for the purpose of completing and operating the South Central Connecticut Regional Emergency Medical Communications System on November 30 1976; and

WHEREAS, the City of New Haven, with the cooperation of the participating towns and cities and in conjunction with the South Central Connecticut Emergency Medical Services Council, obtained funds and expanded the communications system to serve twenty-one towns and cities; and

WHEREAS, the City of New Haven, as directed by its Board of Aldermen, and the participating towns and cities wish to create a regional agreement to carry out the affairs and operations of the communication system; to provide high quality communications and coordination services to support Fire, Police, Emergency Medical Service and Emergency Management activities in each participating town and city; AND

**KNOW ALL MEN BY THESE PRESENTS:**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1996, by and among the CITY OF NEW HAVEN, a municipal corporation, hereinafter referred to as "New Haven," acting by its Mayor, hereto duly authorized; the TOWN OF EAST HAVEN, a municipal corporation, hereinafter referred to as "East Haven," acting by its Mayor, hereto duly authorized; the TOWN OF HAMDEN, a municipal corporation, hereinafter referred to as "Hamden," acting by its Mayor, hereto duly authorized; the CITY OF WEST HAVEN, a municipal corporation, hereinafter referred to as "West Haven," acting by its Mayor, hereto duly authorized; the TOWN OF NORTH HAVEN, a municipal corporation, hereinafter referred to as "North Haven," acting by its First Selectman hereto duly authorized; the TOWN OF WOODBRIDGE, a municipal corporation, hereinafter referred to as "Woodbridge," acting by its First Selectman, hereto duly authorized; the TOWN OF ORANGE, a municipal corporation, hereinafter referred to as "Orange," acting by its First Selectman, hereto duly authorized; the TOWN OF BETHANY, a municipal corporation, hereinafter referred to as "Bethany," acting by its First Selectman, hereto duly authorized; the TOWN OF NORTH BRANFORD, a municipal corporation, hereinafter referred to as "North Branford," acting by its Town Manager, hereto duly authorized; the TOWN OF BRANFORD, a municipal corporation, hereinafter referred to as "Branford," acting by its First Selectman, hereto duly authorized; the CITY OF MILFORD, a municipal corporation, hereinafter referred to as "Milford," acting by its Mayor, hereto duly authorized; the Town of Seymour, a municipal corporation, hereinafter referred to as "Seymour," acting by its First Selectman, hereto duly authorized; the TOWN OF CLINTON, a municipal corporation, hereinafter referred to as "Clinton," acting by its First Selectman, hereto duly authorized; the CITY OF DERBY, a municipal corporation, hereinafter referred to as "Derby," acting by its Mayor, hereto duly authorized; the TOWN OF GUILFORD, a municipi:

corporation, hereinafter referred to as "Guilford," acting by its First Selectman, hereto duly authorized; the TOWN OF MADISON, a municipal corporation, hereinafter referred to as "Madison," acting by its First Selectman, hereto duly authorized; the CITY OF MERIDEN, a municipal corporation, hereinafter referred to as "Meriden", acting by its City Manager, here duly authorized; the TOWN OF WALLINGFORD, a municipal corporation, hereinafter referred to as "Wallingford," acting by its Mayor, hereto duly authorized; the CITY OF SHELTON, a municipal corporation, hereinafter referred to as "Shelton," acting by its Mayor, hereto duly authorized; the TOWN OF Oxford, a municipal corporation hereinafter referred to as "Oxford" acting by its First Selectman, hereto duly authorized; the CITY OF ANSONIA, a municipal corporation hereinafter referred to as "Ansonia," acting by its Mayor, hereto duly authorized; each of said parties being a Town or Municipal Corporation organized and existing under a by virtue of the laws of the State of Connecticut.

## Article I MISSION

The mission of the South Central Connecticut Regional Emergency Communications System shall be to provide high quality Public Safety Communications services as required by each member town or city and approved by the Board of Directors. Such services shall include but are not limited to receipt of requests for emergency response, dispatch of Fire, EMS, Law Enforcement or Emergency Management assets, the coordination of multi-jurisdictional and multi-disciplinary response to emergency situations, communications in support of patient activities between EMS units and hospitals, operation of such telecommunications facilities, and other activities required to support this mission and other service as may be deemed appropriate by the Board of Directors.

## Article II MEMBERS

### SECTION 1

The South Central Connecticut Regional Emergency Communications System, also known as C-MED New Haven and South Central Dispatch, hereinafter jointly referred to as "the System." The System, as a public body, is organized and exists pursuant to the provisions of Sub-Sections 7-339a through 7-339h Chapter 105 of the *Connecticut General Statutes* (1995) as amended. The members of the System are cities and towns located within South Central Connecticut, whose local legislative bodies have adopted through ordinance, or otherwise, authorize such cities and towns, in accordance with the provisions of Sub-Sections 7-339a through 7-339h of the *Connecticut General Statutes* (1995 rev.) as amended, to join the System and whose application for membership has been approved by the Board of Directors of the South Central Connecticut Regional Emergency Communications System.

### SECTION 2

Any member City or Town shall remain a member of the System either until said City or Town withdraws from the System, in accordance with the provisions of this Agreement, or until the Board of Directors of South Central Dispatch by three-quarters (3/4) vote terminates the membership of a City or Town due to the failure of said City or Town to meet its obligations under the System.

## Article III DIRECTORS

### SECTION 1

The affairs of the System shall be governed by a Board of Directors. Each member shall have one (1) Director who shall be the Chief Elected Official or that official designated in writing and authorized to act for said Chief Elected Official as a voting Board of Directors member in the absence of the Chief Elected Official of the city or town, and which Director shall serve in accordance with the provisions of Section 7-339d of the *Connecticut General Statutes*. Directors shall serve for the duration of their terms of office as specified in each member's Charter. N

action of the Board of Directors, or any committee thereof, shall be deemed invalid solely by virtue of contested, improper or invalid appointments, and the actions in respect thereof shall stand unless rescinded by two-thirds (2/3) vote of a properly appointed Board of Directors.

## SECTION 2

The Board of Directors shall have the following powers and duties.

- a. To establish and amend by-laws for the South Central Connecticut Regional Emergency Communications System, by a two-thirds (2/3) vote of all Directors.
- b. Elect from its membership annually a Director to serve a one (1) year term as Chairperson, Vice Chairperson, Secretary, and Treasurer of the Board of Directors.
- c. To take, hold and acquire by purchase, lease, exchange, merger or otherwise real and personal property.
- d. To adopt an annual operating budget by March 1 annually;
- e. To appoint and dismiss the Executive Director in accordance with Article V, Section 1 and 2.
- f. To establish rules and regulations for employees of the System and to ratify collective bargaining agreement;
- g. To establish policies for agencies, services, and personnel operating communications equipment under the auspices of the Systems FCC License, or used in the Systems communications system.
- h. To enter into Agreement or Agreements with other towns, cities, communications systems, hospitals, foundations, fire departments, police departments, EMS providers, public, volunteer and private ambulance, services, hospitals, Emergency Management Organizations, the State of Connecticut, United States of America, public or private health care institutions, private technical or equipment companies, or any other group Public Safety communications.
- i. To establish and manage as approved by each member town or city a Mutual Aid System which insures the appropriate response to emergency incidents in all member towns and cities;
- j. Establish fees for communications service as required rendered to public, private and non-profit corporations who provide Fire, EMS, Law Enforcement, or Emergency Management functions within the jurisdiction of any of the member towns and cities to include but not limited to EMS or ambulance services, hospitals, industrial fire brigades, law enforcement or security services on the campuses of educational institutions.
- k. To secure grants, gifts, bequests and contributions to defray the operational expense or as a special capital equipment cost;

- l. In accordance with Section 7-339h claim grants and aid as may be available from the State of Connecticut and the United States of America to defray the operating or capital expense of the System.
- m. To establish policy for Communications System operation in consultation with and in accordance with regulations as may be promulgated by the Federal Communications Commission, the Connecticut State Department of Health Services, Connecticut Department of Public Safety or other Federal or State agencies.
- n. To have all the powers and duties necessary or appropriate for the administration of the affairs of the System and may do all such acts and things as are permitted by law.

### SECTION 3

Members of the Board of Directors of the System shall vote, in accordance with the provisions of the *Connecticut General Statutes*. Each Director's vote shall be proportionate to the share of the costs of the System allocated to the Directors city or town rounded up to the nearest whole number.

### SECTION 4

No compensation shall be paid to Directors for their services to the System in any capacity or pursuant to any other contractual relationship. To the extent permitted by the budget of the System, Directors shall be reimbursed for actual expenses incurred by them in the performance of their duties. No Director of the System shall have any financial interest in the Systems affairs.

### SECTION 5

In the event that a Director is unable to attend any regular or special meeting of the Board of Directors the Director may designate, in writing, a temporary alternate pursuant to Article III, Section 1., which temporary alternate shall have the same voting rights and privileges as the Director.

## Article IV MEETINGS

### SECTION 1

The annual meeting of the Board of Directors shall be held in February at such place and time as determined by the Chairperson. Notice of the annual meeting of the Board of Directors shall be given to each Director and the general public in accordance with the *Connecticut General Statutes* regarding notice of public meetings and Freedom of Information.

## **SECTION 2**

Meetings of the Board of Directors and all of its committees shall be conducted in accordance with the current edition of Roberts' Rules of Order.

## **Article V EXECUTIVE DIRECTOR**

### **SECTION 1**

The Board of Directors shall select an Executive Director for the System who shall be responsible to the Board of Directors for its operation.

### **SECTION 2**

The Board of Directors shall have the authority to remove the Executive Director based on a two thirds 2/3 majority vote upon the completion of a hearing at which the Executive Director will be allowed the opportunity to reply to any and all allegations which may be used as cause for removal.

### **SECTION 3**

The Executive Director shall have the following duties and responsibilities:

- a. The Executive Director shall be the chief administrative and operating officer of the South Central Connecticut Regional Emergency Communications System;
- b. Operate the Systems communication system and support services in accordance with policy as promulgated by the Board of Directors;
- c. Prepare an annual budget for submission to the Board of Directors by January 15 annually;
- d. Submit quarterly reports to the Board of Directors on the Financial and fiscal condition of the System;
- e. Authorize expenditures of the funds of the System for expenses allowed for in accordance with the annual budget passed by the Board of Directors;
- f. Employ, supervise, discipline and discharge for cause such persons as are needed to perform the functions of the System consistent with the annual budget;
- g. To negotiate collective bargaining agreements, if appropriate, as directed by the Board of Directors on behalf of the System, subject to approval by the Board;
- h. To recommend improvements and necessary capital equipment to enable the System to perform its functions, and make said improvements and capital

expenditures when authorized by the Board of Directors; and

- i. Perform other such duties as may be assigned by the Board of Directors.

## Article VI OFFICERS

### SECTION 1

The Board of Directors at its annual meeting shall elect from its membership a Chairperson, Vice Chairperson, Secretary and Treasurer who shall perform such duties as may be prescribed in this agreement, bylaws, and by law.

### SECTION 2

The Treasurer shall be the Chief Fiscal Officer of the South Central Connecticut Region Emergency Communications System and shall be responsible to the Board of Directors for all fiscal matters relating to the operation of the System. The Treasurer shall be bonded by a company approved by the Insurance Commissioner of the State of Connecticut in an amount double the System budget.

The Treasurer shall receive all money, property and securities of the System delivered. Under the direction of the Treasurer the Executive Director, or their designee, will take charge of all funds and deposit all money so received to the credit of the System in a bank or banks selected by the Board of Directors. Under the directions of the Treasurer, the Executive Director or their designee, shall make all disbursements, and an accurate record of receipts and disbursements will be kept and a report given to the Board of Directors at each regular meeting.

Any of the duties performed by the Treasurer may be performed in the Treasurers absence, or Treasurer's discretion, by one (1) or more Assistant Treasurers, duly bonded. All Assistant Treasurers shall be appointed by the Executive Director with the approval of the Board of Directors.

## Article VII OFFICES

### SECTION 1

The principal office of the South Central Connecticut Regional Emergency Communications System shall be in New Haven, Connecticut or such other place within the South Central Connecticut Area, as shall be fixed from time to time by resolution of the Board of Directors of the System, and all costs thereof shall be deemed a necessary expense of the System.

### SECTION 2

All the books and records of the System shall be kept at the principal office of the System.

### SECTION 3

Information concerning operations and services provided by and with in the service shall be kept at the office of the System and such other places as may, from time to time, designated by the Board of Directors. Such information shall be available to the general public in accordance with applicable law concerning Freedom of Information and Patient Confidentiality and the costs thereof shall be deemed a necessary expense of the System.

### SECTION 4

The System may contract with the City of New Haven or such other organization, as may be needed, for the conduct of such administrative, payroll or financial services, as needed.

## Article VIII CONTRIBUTION OF PARTICIPANTS

### SECTION 1

The parties do hereby mutually agree that, for all purposes of the Agreement, unless otherwise stated, the percentage of the cost shall be based at 50% population and 50% on call volume.

The call volume for a participant will be calculated as follows: For Public Safety Answering Point Service the number of 911 calls answered from the member town as certified by the Connecticut Department of Public Safety, added to the number of Fire incidents serviced, the number of EMS incidents serviced, the number of law enforcement incidents serviced and the number of emergency management incidents serviced.

Member towns and cities for which the System provides regional Public Safety Answering Point (PSAP) service in accordance with the provisions of *Connecticut General Statutes, Section 28-24*, as amended, shall have 911 calls answered deducted from their call total.

An incident is defined as use of the System's assets or infrastructure in the response to request for service in a member town or city by one or more unit of a response agency or agencies designated or approved by the member town, city or in the case of EMS by the State of Connecticut.

In the event that the incident receives response from fire, EMS, law enforcement and emergency management, the incident will be applied to the call volume for the service with greatest involvement.

If a response agency from a different town or city responds to an incident in another order terms of a mutual aid plan the incident will be credited to the town or city in whose geographic boundaries the incident has occurred.

Said percentages shall be adjusted by the Board of Directors annually based on population and number of calls for service. Payment shall be made as directed by the Board of Directors.

**Article IX  
SEAL**

**SECTION 1**

The Board of Directors shall provide a suitable seal containing the name of the South Central Connecticut Regional Emergency Communications System, which seal shall be in charge of the Executive Director. If so directed by the Board of Directors, a duplicate of the seal may be kept and used by the Treasurer or any Assistant Treasurer.

**Article X  
FISCAL MANAGEMENT**

**SECTION 1**

The fiscal year of the South Central Connecticut Regional Emergency Communications System shall begin on the first (1st) day of July of every year. The commencement date of each fiscal year herein established shall be subject to change by the Board of Directors.

**SECTION 2**

Books and accounts of the System shall be kept under the direction of the Treasurer, in accordance with the requirements of any Agreement entered into with Federal or State government.

**SECTION 3**

The Executive Director shall cause to be prepared annually a full and correct statement of the affairs of the System, including a balance sheet and financial statement of operations for the proceeding fiscal year, which shall be submitted to the Board of Directors by January 15 annually.

**SECTION 4**

All notes, mortgages, deeds, leases and contracts shall be executed on behalf of the System by the Chairperson and/or Executive Director and attested by the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer. All vouchers and disbursements executed on behalf of the System shall be signed by the Executive Director and countersigned by the Treasurer, or their designee.

**Article XI  
INDEMNIFICATION**

**SECTION 1**

Each member town and city, Director, officer or employee of the System shall be indemnified by the South Central Connecticut Regional Emergency Communications System in the amount of \$2,000,000 against any and all claims, losses, damages, judgments, expenses or liabilities reasonably incurred by such town, city or person having been a party solely by reason of such party's being or having been a member town or city, Director, officer or employee of the

System, except where such claims, losses, damages, judgments, expenses or liabilities are incurred in relation to matters or proceedings in which the actions of the member city or town or its agents or the Director or employee or agents of the System may have been derelict in the performance of their duty.

## SECTION 2

Each member town or city, Director, officer or employee of the System shall be indemnified by the South Central Connecticut Regional Emergency Communication System in the amount of \$2,000,000 against any and all claims, losses, damages, judgments, expenses or liabilities arising out of or in any way connected with the receiving, obtaining, furnishing or providing of services, personnel, facilities, equipment or any other property or resources pursuant to the subject agreement.

## SECTION 3

Individual member towns and cities will hold the System harmless from any and all claims, losses, damages, judgments, expenses or liabilities arising out of or in any way connected with failures, outages, malfunctions, etc., of equipment supplied or maintained by the member city or towns, its department or agents used by the System in the provision of service except those that occur as a result of negligence or misuse on the part of the System, its employees or agents. Further the System will be held harmless for any and all claims, losses, damage judgments, expenses or liabilities arising out of or in any way connected with degradation of service resulting from said equipment failures.

## SECTION 4

Individual towns and cities will hold the System harmless from any and all claims, loss damages, judgments, expenses or liabilities arising out of or in any way connected with degradation of service caused by the failure of its employees, agents or contractors to respond or act in a correct manner at an incident for which the System provides services, provided that the System, its employees and agents have followed applicable procedures and acted in a reasonable manner.

## Article XII DURATION

### SECTION 1

This Compact Agreement shall be for a term not to exceed ten (10) years, provided, however, the term may be extended up to forty (40) years upon a vote of the local legislative body of all of the participating cities and towns at any time after the eighth (8th) year of this Agreement.

**Article XIII  
DISPUTES**

**SECTION 1**

During the term of this Agreement, any city or town aggrieved by a decision of the Board of Directors shall, be entitled to appeal the decision to the American Arbitration Association. The Board of Directors if aggrieved by a decision of a member town or city shall also have the authority to appeal the decision to the American Arbitration Association.

**SECTION 2**

The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association and arbitration shall proceed in accordance with said rules.

**SECTION 3**

The System and the aggrieved city or town shall split the arbitrator(s) fee and expenses equally.

**SECTION 4**

In accordance with Public Act 95-198, the aggrieved city or town shall continue to make the payments required under the terms of this agreement pending the resolution of the dispute.

**Article XIV  
BUDGET SUBMISSION**

**SECTION 1**

The Executive Director shall prepare and submit to the Board of Directors a budget for the operations of the System not later than January 15 annually.

**SECTION 2**

The Board of Directors shall review and approve said annual budget on or before the first (1st) day of March of the year to insure proper allocations of funds by the member cities and towns.

**SECTION 3**

The budget shall contain an itemized listing of all income and expenses including, but not limited to, personnel costs, insurance costs listing types of coverage, equipment costs listing service contract amounts and credits of said costs from services and cities and towns.

**Article XV  
AMENDMENTS**

**SECTION 1**

This agreement may be amended by the participating towns and cities in accordance with Section 7-339c of the *Connecticut General Statutes*.

**Article XVI  
TERMINATION**

**SECTION 1**

Any member city or town included in the System may withdraw from the South Central Connecticut Regional Emergency Communications System if the member's legislative body votes to do so. In such an event the Board of Directors, including the Director from the withdrawing city or town, shall determine the share of the System's expenses and obligations remaining due from the withdrawing city or town, as of the date the withdrawal will take effect. The city or town shall pay or secure such amount to the System before such withdrawal shall become effective.

**SECTION 2**

In the event that the withdrawing city or town has made payment for its share of the Systems expenses which would occur after withdrawal, the Board of Directors including the Director from the withdrawing town or city will determine the amount of the share which has been overpaid as of the date the withdrawal will take effect. The System shall pay or secure such amount to the withdrawing city or town before the withdrawal becomes effective.

**SECTION 3**

If all the members by vote of their legislative bodies, wish to terminate the services of the System, the Board of Directors shall affix a date for the termination of activities and shall apportion costs in accordance with ARTICLE VII, as it may be amended. The Board of Directors shall allocate all the assets of the System as it deems best.

**SECTION 4**

In the event the majority of the cities and towns, by vote of their legislative bodies, wish to terminate the services of the System but one (1) or more member city or town wish to continue to operate the System, then the cities or towns not wishing to remain shall be deemed to have withdrawn under the provisions and controls of Section 1. hereof. The remaining members shall reallocate the costs and votes under Article VII and shall allocate the Associations equipment from the withdrawing cities or towns as the Board of Directors deem best.

IN WITNESS WHEREOF, ON THE \_\_\_\_\_ day of \_\_\_\_\_, 1996, at New Haven, Connecticut, the parties hereto have caused this Agreement to be signed, sealed and delivered by their authorized officers, the CITY OF NEW HAVEN, acting herein by its Mayor, the TO'

OF EAST HAVEN, acting herein by its Mayor, the TOWN OF HAMDEN, acting herein by its Mayor, the CITY OF WEST HAVEN, acting herein by its Mayor, the TOWN OF NORTH HAVEN, acting herein by its First Selectman, the TOWN OF WOODBRIDGE, acting herein by its First Selectman, the TOWN OF ORANGE, acting herein by its First Selectman, the TOWN OF BETHANY, acting herein by its First Selectman, the TOWN OF NORTH BRANFORD, acting herein by its Town Manager, the TOWN OF BRANFORD, acting herein by its First Selectman, the CITY OF MILFORD, acting herein by its Mayor, the TOWN OF SEYMOUR, acting herein by its First Selectman, the TOWN OF CLINTON, acting herein by its First Selectman, the CITY OF DERBY, acting herein by its Mayor, the TOWN OF GUILFORD, acting herein by its First Selectman, the TOWN OF MADISON, acting herein by its First Selectman, the CITY OF MERIDEN, acting herein by its City Manager, the TOWN OF WALLINGFORD, acting herein by its Mayor, the CITY OF SHELTON acting herein by its Mayor, the TOWN OF OXFORD, acting herein by its First Selectman, the CITY OF ANSONIA, acting herein by its Mayor.

**Witnesses:**

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**City of New Haven**

By: \_\_\_\_\_  
Its Mayor

**Town of East Haven**

By: \_\_\_\_\_  
Its Mayor

**Town of Hamden**

By: \_\_\_\_\_  
Its Mayor

**City of West Haven**

By: \_\_\_\_\_  
Its Mayor

**Town of North Haven**

By: \_\_\_\_\_  
Its First Selectman

**Town of Woodbridge**

By: \_\_\_\_\_  
Its First Selectman

**Town of Orange**

By: \_\_\_\_\_  
Its First Selectman

Witnesses

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Town of Bethany

By: \_\_\_\_\_  
Its First Selectman

Town of North Branford

By: \_\_\_\_\_  
Its Mayor

Town of Branford

By: \_\_\_\_\_  
Its First Selectman

City of Milford

By: \_\_\_\_\_  
Its Mayor

Town of Seymour

By: \_\_\_\_\_  
Its First Selectman

Town of Clinton

By: \_\_\_\_\_  
Its First Selectman

City of Derby

By: \_\_\_\_\_  
Its Mayor

Witnesses

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Town of Guilford

By: \_\_\_\_\_  
Its First Selectman

Town of Madison

By: \_\_\_\_\_  
Its First Selectman

City of Meriden

By: \_\_\_\_\_  
Its Mayor

Town of Wallingford

By: \_\_\_\_\_  
Its Mayor

City of Shelton

By: \_\_\_\_\_  
Its Mayor

Town of Oxford

By: \_\_\_\_\_  
Its First Selectman

City of Ansonia

By: \_\_\_\_\_  
Its Mayor