

TOWN COUNCIL MEETING

JUNE 25, 2002

6:30 P.M.

AGENDA

Blessing

1. Roll Call & Pledge of Allegiance
2. Correspondence
3. Consent Agenda
 - a. Consider and Approve Tax Refunds (#795 - 809) Totaling \$4,618.10 - Tax Collector
 - b. Approve and Accept the Minutes of the May 28, 2002 Town Council Meeting
 - c. Consider and Approve a Transfer of Funds in the Amount of \$405 from Office Supplies Acct. #001-6030-401-4000 to Maintenance of Equip. Acct. #001-6030-570-5200 – Town Clerk
 - d. Consider and Approve One (1) Appointment to the Wallingford Historic Properties Commission for a Term of Five (5) Years to Expire 3/2007
 - e. Consider and Approve a Lease Between the Town of Wallingford and the Big Brothers/Big Sisters of Meriden/Wallingford, Inc. for the Period of July 1, 2002 to June 30, 2003 – Town Attorney
 - f. Consider and Approve a Lease Between the Town of Wallingford and the Wallingford Committee on Aging for Use of Property Known as 238 Washington Street, Wallingford, CT. for a Term of One (1) Year Commencing July 1, 2002 to June 30, 2003 for the Rental Fee of \$1.00 per year - Mayor
 - g. SET A PUBLIC HEARING for July 23, 2002 at 7:45 P.M. to Consider and Act Upon a Proposed Ordinance Entitled, “News Rack Ordinance” as Requested by Ordinance Committee Co-Chairman, Stephen W. Knight

- h. SET A PUBLIC HEARING for July 23, 2002 at 8:00 P.M. to Consider and Approve Amending Ordinance #485 Entitled, "Blight Ordinance" as Requested by Ordinance Committee Co-Chairman, Stephen W. Knight
 - i. Consider and Approve a Resolution Authorizing the Mayor to Execute and File Application with the State of CT. Department of Education for a Grant in an Amount not to Exceed \$60,000 per year for Purposes of Operating the Administrative Unit and Service Program of the Wallingford Youth Service Bureau
 - j. Note for the Record Mayoral Transfers Approved to Date
 - k. Note for the Record Anniversary Increases Approved by the Mayor
 - l. Consider and Approve One (1) Merit Increase Approved by the Mayor
 - m. Consider and Approve a Resolution Authorizing the Mayor to Execute a "Project Grant Agreement Between the State of CT. and the Town of Wallingford Under the Local Bridge Program for Grieb Road over Catlin Brook, Bridge No. 148011."
- Town Engineer
 - n. Consider and Approve a Transfer of Funds in the Amount of \$948 from Office Expenses & Supplies Acct. #001-6010-401-4000 to Shredder (895344) Acct. #001-6010-999-9909 – Registrar of Voters
 - o. Consider and Approve a Transfer of Funds in the Amount of \$826 from Office Expenses & Supplies Acct. #001-2005-401-4000 to Video-Photo Equip. Acct. #001-2005-999-9928 – Dept. of Police Services
4. Items Withdrawn from the Consent Agenda
5. Consider and Approve Establishing a Special Fund to Allow for Acceptance/Expenditure of Donations from American Auto for the Youth & Social Services Department - Youth & Socials Services Bureau
6. Consider and Approve a Transfer of Funds in the Amount of \$30,000 from Materials & Supplies Acct. #001-5015-401-4100 and \$10,000 from Tri-Axle Dump Truck Acct. #001-5015-999-9183 for a Total of \$40,000 to Utilities Acct. #001-5015-201-2010 – Public Works Dept.

7. Consider and Approve a Transfer of Funds in the Amount of \$11,658 from Tri-Axle Dump Truck Acct. #001-5015-999-9183 and \$1,342 from Photo Copier Acct. #001-5015-999-9957 for a Total of \$13,000 to Maintenance of Buildings & Grounds Acct. #001-5015-560-5100 – Public Works Dept.
8. Consider and Approve a Waiver of Bid for the Contracting of Services with Raintech Communications to Upgrade the Sound System in the Robert Early Auditorium (Council Chambers) and a Corresponding Transfer of Funds in the Amount of \$4,179 from Contingency Acct. #001-7060-800-3190 to Sound System – Council Chambers Acct. #001-5015-999-9158 - Public Works Dept.
9. Consider and Approve a Transfer of Funds in the Amount of \$30,000 from New Cheshire Rd. Acct. #300-1403-497-0004-03 to Grieb Road Bridge Acct. #300-1403-497-0005-03 in F.Y. 2002-03 Budget of the Engineering Dept.
10. Consider and Approve a Transfer of Funds in the Amount of \$4,700 from Retirement Sick Leave Acct. #001-1602-101-1750 of Which \$3,500 is Transferred to Hypertension – Fire Acct. #001-1602-800-8410 and \$1,200 is Transferred to Unemployment Compensation Acct. #001-1602-600-8290 – Personnel Director
11. PUBLIC QUESTION AND ANSWER PERIOD
12. PUBLIC HEARING to Consider Amending Ordinance #494 Entitled, “Noise Ordinance” as Requested by Ordinance Committee Co-Chairman Stephen W. Knight – 7:45 P.M.
13. PUBLIC HEARING to Consider Amending Chapter 210 of the Code of the Town of Wallingford Entitled, “Tree Warden” as Requested by Ordinance Committee Co-Chairman Stephen W. Knight – 8:00 P.M.
14. PUBLIC HEARING to Consider Amending Section 198-16 of the Code of the Town of Wallingford Entitled, “Removal of Tree Limbs, Branches and Other Rubbish” as Requested by Ordinance Committee Co-Chairman Stephen W. Knight – 8:15 P.M.
15. Consider and Approve Annual Town-Wide Bid Waiver List for F.Y. 2002-03 - Mayor
16. Consider and Approve Authorizing the Mayor to Enter Into a Seven (7) Year Term Agreement with SBC/SNET for Local Dial Tone Service for the Town’s CentralLink 3100 Users and a Three (3) Year Term Agreement for Toll Service for all Users
17. Report Out by the Town’s Recycling Planner and Discussion on the Recent Decision by Wallingford’s Recycling Facility to Refuse to Accept/Recycle Grass Clippings as Requested by Councilor Mike Brodinsky

18. Consider and Approve a Transfer of Funds in the Amount of \$3,200 from Revaluation Update, Yr. 3 of 3 Acct. 31401-999-9921 to Purchased Services Architectural Acct. #1401-900-9009 – Comptroller
19. Consider and Approve Demolition of Two (2) Structures on Town-Owned Property Known as 1390 Whirlwind Hill Road (formerly the Cooke Property) - Mayor
20. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes with Respect to the Purchase, Sale and/or Leasing of Property – Mayor
21. Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss the Matter of the Town of Wallingford v. SNET Corp. and Lucent Technologies, Inc. – Town Atty.
22. Executive Session Pursuant to Sections 1-200(6)(B) and 1-200(6)(E) of the CT. General Statutes to Discuss the Matter of a Tax Assessment Agreement Between the Town of Wallingford and Bristol-Myers Squibb, Co. – Town Atty.
23. Discussion and Possible Action Regarding the Matter of the Town of Wallingford v. SNET Corp. and Lucent Technologies, Inc. as Discussed in Executive Session – Town Atty.
24. Remove from the Table for Discussion and Possible Action Regarding Approval of a Tax Assessment Agreement as Covering E-F Node Addition Between the Town of Wallingford and Bristol-Myers Squibb Co. – Town Atty.

TOWN COUNCIL MEETING

JUNE 25, 2002

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, June 25, 2002 in the Robert Earley Auditorium of the Wallingford Town Hall and was called to Order by Chairman Robert F. Parisi at 6:35 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Doherty, Farrell, Knight, Papale, Parisi, Rys, Toman and Vumbaco. Mayor Wm. W. Dickinson, Jr. arrived at 6:38 P.M. Town Attorney Janis M. Small was present; Comptroller Thomas A. Myers arrived at 6:43 P.M.

A blessing was bestowed upon on the Council by Rev. Sydney Parker (Retired).

The Pledge of Allegiance was given to the Flag.

A moment of silence was observed for Roland Holmes, former Director of the Wallingford Housing Authority.

Chairman Parisi stated that residents may support Public Access Television by checking the box on the front of their cable bill which indicates their support and sets aside \$1.00 from their payment to go directly to Public Access television. He explained that the \$1.00 will not reduce the amount credited toward their bill. They will receive full credit for their payment and the \$1.00 will be forwarded to Public Access by the cable carrier.

Mayor Dickinson wanted it to be clear for the record that Public Access Television is not Government Access Television but a separate entity altogether. It is not a service provided by Town government.

ITEM #2 Correspondence - no items presented.

EM #3 - Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#795 - 809) Totaling \$4,618.10 - Tax Collector

ITEM #3b Approve and Accept the Minutes of the May 28, 2002 Town Council Meeting

ITEM #3c Consider and Approve a Transfer of Funds in the Amount of \$405 from Office Supplies Acct. #001-6030-401-4000 to Maintenance of Equip. Acct. #001-6030-570-5200 -- Town Clerk

ITEM #3d Consider and Approve One (1) Appointment to the Wallingford Historic Properties Commission for a Term of Five (5) Years to Expire 3/2007

ITEM #3e Consider and Approve a Lease Between the Town of Wallingford and the Big Brothers/Big Sisters of Meriden/Wallingford, Inc. for the Period of July 1, 2002 to June 30, 2003 – Town Attorney

ITEM #3f Consider and Approve a Lease Between the Town of Wallingford and the Wallingford Committee on Aging for Use of Property Known as 238 Washington Street, Wallingford, CT. for a Term of One (1) Year Commencing July 1, 2002 to June 30, 2003 for the Rental Fee of \$1.00 per year - Mayor

ITEM #3g SET A PUBLIC HEARING for July 23, 2002 at 7:45 P.M. to Consider and Act Upon a Proposed Ordinance Entitled, "News Rack Ordinance" as Requested by Ordinance Committee Co-Chairman, Stephen W. Knight

ITEM #3h SET A PUBLIC HEARING for July 23, 2002 at 8:00 P.M. to Consider and Approve Amending Ordinance #485 Entitled, "Blight Ordinance" as Requested by Ordinance Committee Co-Chairman, Stephen W. Knight

ITEM #3i Consider and Approve a Resolution Authorizing the Mayor to Execute and File Application with the State of CT. Department of Education for a Grant in an Amount not to Exceed \$60,000 per year for Purposes of Operating the Administrative Unit and Service Program of the Wallingford Youth Service Bureau

ITEM #3j Note for the Record Mayoral Transfers Approved to Date

ITEM #3k Note for the Record Anniversary Increases Approved by the Mayor

ITEM #3l Consider and Approve One (1) Merit Increase Approved by the Mayor

ITEM #3m Consider and Approve a Resolution Authorizing the Mayor to Execute a "Project Grant Agreement Between the State of CT. and the Town of Wallingford Under the Local Bridge Program for Grieb Road over Catlin Brook, Bridge No. 148011." - Town Engineer

ITEM #3n Consider and Approve a Transfer of Funds in the Amount of \$948 from Office Expenses & Supplies Acct. #001-6010-401-4000 to Shredder (895344) Acct. 001-6010-999-9909 – Registrar of Voters

ITEM #3o Consider and Approve a Transfer of Funds in the Amount of \$826 from Office Expenses & Supplies Acct. #001-2005-401-4000 to Video-Photo Equip. Acct. #001-2005-999-9928 – Dept. of Police Services

Motion was made by Mr. Knight to Approve Consent Agenda Items #3a-m, & 3o, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #4 Items Withdrawn from the Consent Agenda

ITEM #3n Consider and Approve a Transfer of Funds in the Amount of \$948 from Office Expenses & Supplies Acct. #001-6010-401-4000 to Shredder (895344) Acct. 001-6010-999-09 – Registrar of Voters

Registrar of Voters Dianna Hotchkiss explained that the Secretary of State's Office recommends that voter registration records be purged from the system for voters who, among other reasons, have died or moved out of the state and has not participated in local elections for some time. After five years these documents can be destroyed once the required paperwork has been signed and filed with the state and the state has given its approval for destruction. The state recommends shredding the documents due to the increase in identity theft crimes that has become a nationwide problem.

Mr. Farrell expressed his opinion that he preferred that the documents not be shredded. His law office handles many immigration matters and on numerous occasions voter registration records have been the only means of documentation available for proving citizenry.

Ms. Hotchkiss explained that there is no way for her office to verify that any person registering to vote is, in fact, a citizen of this country.

Motion was made by Mr. Knight to Allow or Approve the Purchase of a Shredder with the stipulation that there be a two month waiting period before any records are shredded for the purpose of looking at other alternatives to shredding documents, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #5 Consider and Approve Establishing a Special Fund to Allow for Acceptance/Expenditure of Donations from American Auto for the Youth & Social Services Department - Youth & Socials Services Bureau

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

VOTE: All ayes; motion duly carried.

The council extended thanks to the American Auto for their generous donation in support of a great program.

ITEM #6 Consider and Approve a Transfer of Funds in the Amount of \$30,000 from Materials & Supplies Acct. #001-5015-401-4100 and \$10,000 from Tri-Axle Dump Truck Acct. #001-5015-999-9183 for a Total of \$40,000 to Utilities Acct. #001-5015-201-2010 – Public Works Dept.

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

This request is based on the fact that the new senior citizens center is running about \$12,000 over last year and the street lighting is up \$5,000 through May. The new irrigation system at the Veterans Park and the new ball field lights at Westfield Field have also contributed to the increase.

Atty. Small commented that something needs to be done regarding the lights at the Senior Center. She has noticed that too often the lights in the facility are on in the late hours of the evening.

Henry McCully, Director of Public Works explained that the cleaning crew is in the building in the evening.

Atty. Small does not feel it is the cleaning crew's presence causing the lights to be on. She feels that it is much too late for the crew to be in the building.

Mr. McCully will check into the matter.

Frank Wasilewski, 47 N. Orchard Street reminded everyone of his ongoing complaint that the lights at Doolittle Park are on much too late into the night, wasting electricity. He pointed out that the Town of Wallingford spends approximately \$250,000 a year on electricity and not always in a conservative manner.

Mayor Dickinson stated that the lights at Doolittle Park go out at a decent hour, he can attest to that fact himself, last week he was playing tennis and the lights went out in the middle of a serve.

Mr. McCully stated that for a long time the automatic timer was inoperable and new parts had to be ordered. The system should be working correctly.

VOTE: All ayes; motion duly carried.

ITEM #7 Consider and Approve a Transfer of Funds in the Amount of \$11,658 from Tri-Axle Dump Truck Acct. #001-5015-999-9183 and \$1,342 from Photo Copier Acct. #001-5015-999-9957 for a Total of \$13,000 to Maintenance of Buildings & Grounds Acct. #001-5015-560-5100 – Public Works Dept.

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

VOTE: All ayes; motion duly carried

Correspondence from Public Works Director, Henry McCully explains how, along with other miscellaneous items, bills for the maintenance of the HVAC system at the Town Hall in the amount of \$3,800 not covered under the contract and the cleaning of the Old Senior Citizens Center for SCOW (Spanish Community of Wlfd.) were unexpected. The Recreation Center is in need of repairs to several emergency lights and electrical work needs to be done per order of the Fire Marshal's Office following a recent inspection.

Mr. Rys asked if Mr. McCully has a preventative maintenance program on safety items?

Mr. McCully replied that he relies on the departments to report problems to him. Emergency lighting systems have a lifetime and tend to all go at once. Last year he replaced nearly every one in the Town Hall building. If they burn out you have to buy the entire units. It is not a question of just replacing bulbs. Also, because it is the recreation building, the lights keep getting hit by the basketball, etc. He was not sure why the Fire Marshal was up at the building; the department might have requested an inspection of the building.

Mr. Rys asked, does the Fire Marshal concur with you (Mr. McCully) with a list of things? Is it an official written warning?

Mr. McCully answered, it is a written request to replace certain items that were found to be out. We have our fire extinguishers charged once a year and we go through the buildings and check our emergency lights.

Mr. Rys stated that he encouraged employees that may be working at the Recreation Building or Town Hall, if there is an exit light out to report it.

Pasquale Melillo, 15 Haller Place, Yalesville brought to Mr. McCully's attention that there are many overgrown trees and bushes that are blocking road signs that could prove to be dangerous. He asked if public works crews keep an eye out for just such a situation while traveling through the town?

Mr. McCully answered, yes.

He next stated that he has read that a lot of playgrounds throughout the country have equipment that is not safe, what is the Town doing to assure our children a safe environment in which to play?

Mr. McCully answered that an inspection was performed approximately 2-3 months ago and a very favorable report was received from the Town's Risk Management Office. Old equipment is routinely replaced with modern equipment which is safer for children to use and the Town also utilizes netting material where necessary.

VOTE: All ayes; motion duly carried.

ITEM #8 Consider and Approve a Waiver of Bid for the Contracting of Services with Raintech Communications to Upgrade the Sound System in the Robert Early Auditorium (Council Chambers) and a Corresponding Transfer of Funds in the Amount of \$4,179 from Contingency Acct. #001-7060-800-3190 to Sound System – Council Chambers Acct. #001-5015-999-9158 - Public Works Dept.

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

The alterations/improvements would include installation of one (1) new audio distribution amplifier, three (3) automatic mixers, one (1) IR hearing assistance emitter/transmitter, one (1) wall mount bracket, four (4) body worn infrared receivers, four (4) headsets, one (1) transformer, ten (10) replacement ear pad set and all necessary cable, hardware and back-boxes. Equipment and Labor total \$6,571 (excluding applicable sales tax) and will come with a two-year warranty and one-year labor.

Both Chairman Parisi and Councilor Farrell, Jr. have experienced difficulty at times hearing the audience and have also noted that some audience members have had similar hearing problems. The hearing assistance emitter and transmitters will help those with hearing problems follow discussions and contribute to the meeting.

Mr. McCully reports in his correspondence on this subject that there remains a balance of \$2,392 in the budget year 1999-2000 capital account for Sound System Improvements that will be utilized for this purchase.

Mr. Farrell thanked Mr. Parisi for placing this on the agenda and addressing this matter for both the sake of the council and public.

Mr. Vumbaco asked why this wasn't budgeted for in the new budget?

Chairman Parisi replied that he was not aware that this type of equipment was available until recently. Information was presented to him recently that the equipment can be purchased.

Mr. Vumbaco asked why the funds still remain in the account three years after they were budgeted? If it wasn't needed at the time, why wasn't the account cleaned out?

Mr. McCully explained that the sound system in the auditorium is frequently being repaired, therefore the funds were carried over so they could be added in to assist in purchasing equipment that is needed but whose cost exceeds the current budgeted amount.

Mr. Vumbaco asked, are there any other capital equipment accounts for years gone by still exhibit balances?

r. McCully answered, yes.

Mr. Vumbaco asked for a reporting of any/all capital equipment accounts that Mr. McCully oversees that have funds remaining in them from budget years gone by.

Jack Agosta, 505 Church Street hoped that the sound would be better in the building.

Mr. Melillo was opposed to waiving the bid.

VOTE: All ayes; motion duly carried.

ITEM #9 Consider and Approve a Transfer of Funds in the Amount of \$30,000 from New Cheshire Rd. Acct. #300-1403-497-0004-03 to Grieb Road Bridge Acct. #300-1403-497-0005-03 in the F.Y. 2002-03 Budget of the Engineering Dept.

Motion was made by Mr. Knight, seconded by Ms. Doherty.

Correspondence from Town Engineer John Thompson states that sufficient funds are currently available to award the contract for this project and begin the construction work, but it has been determined that it would be desirable and appropriate to have additional funds available for contingencies during construction, as well as sufficient funds for the services of a designer engineer, if needed, during construction. The requested transfer has been discussed with and is acceptable to Henry McCully, Director – Dept. of Public Works and co-administrator of this six-year capital account.

Chairman Parisi asked, is there any reason for needing a design engineer? Wouldn't that have been calculated in the original bid for this work?

Mr. Thompson replied, we did have a design engineer that was under contract to prepare construction documents. What happens during the construction phase of the project is that the designer would be reviewing the shop drawings that are submitted by the contractor for specialty items for work. We also want the design engineer available to meet with us during pre-construction meetings, meetings with the contractor at various points during construction and all of that time that we utilize him as a cost associated with it. Typically, the designer is carried through during the construction phase because the original design contract goes back to 1994 and we did not have provisions in that contract for construction phase services.

Chairman Parisi asked, what do you need him for after you design it? Why do you need it all through the construction period?

Mr. Thompson answered, the contractor will submit to us shop drawings for the large culvert that is going to carry the roadway structure over Caitlin Brook. The designer, because he is the one who is professionally and legally responsible for those designs, we want him to be also responsible to review the contractor's submission. He reviews those for compliance with the original design intent.

Chairman Parisi stated, we have two engineers within your department right now. Is this beyond the scope of your expertise and that of your assistant's?

Mr. Thompson answered, absolutely. It is legally beyond something that we want to become responsible for. The designer was paid to do it and now it is just a continuation of his services.

Chairman Parisi asked, will this cover the costs? You won't be needing any more money?

Mr. Thompson answered, to the best of my knowledge, based on where we are we have sufficient funds for construction based on competitive bids and this money is purely to provide us with a contingency should some unforeseen condition arise. Mr. McCully hopes that I am able to turn the funds back to him at the completion of the job.

Chairman Parisi asked, whose money is it; his, ours, yours?

Mr. Thompson answered, his, he is loaning it to me.

Mr. McCully stated, in order to keep the same amount in the account, we took the project that was the farthest out in our construction schedule and moved the money from there. Hopefully this job will be completed and we will be able to move the money back.

Mayor Dickinson stated, it is an expensive project.

Mr. Thompson replied, the low bid for the construction project is \$397,000 and change; just under \$400,000. It is a very, very expensive construction project. It is a bridge that requires roadway widening, hydraulic improvements and thus the cost.

VOTE: All ayes; motion duly carried.

At this time Chairman Parisi reminded those present in the audience that if they are going to hold extended conversations during a council meeting that they do so outside of the auditorium. He has received calls from people who have complained that, at times, some of the side conversations are loud enough to distract and to affect their ability to hear the people from the council table.

ITEM #10 Consider and Approve a Transfer of Funds in the Amount of \$4,700 from Retirement Sick Leave Acct. #001-1602-101-1750 of Which \$3,500 is Transferred to Hypertension – Fire Acct. #001-1602-800-8410 and \$1,200 is Transferred to Unemployment Compensation Acct. #001-1602-600-8290 – Personnel Director

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

Personnel Director Terence Sullivan stated that neither the unemployment nor hypertension expenses can be predicted for the year. Presently, the unemployment compensation account has exceeded anticipated expenditures by \$5,000 to date. The hypertension account funds are needed to cover medical expenses and prescription costs for those who are retired or surviving spouses under the Heart & Hypertension benefit for the fire department.

VOTE: Rys was absent; all ayes; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Jack Agosta, 505 Church Street, Yalesville asked for an update on Simpson School with regards to a proposal for affordable/elderly housing. He recalled mention being made of a \$550 monthly rental fee and felt it was too expensive for many elderly people to afford. He hoped that the Committee of Aging will work with the elderly who may seek residency at the location.

Chairman Parisi suggested that he contact the Wallingford Housing Authority. He offered Mr. Agosta a copy of the latest correspondence from WHA to the council. He also suggested that Mr. Agosta attend the Housing Authority meetings.

Joseph Ferrara, 185 S. Main Street stated, ten years ago or so he went to the Historic Commission's meeting in Hartford when they voted to accept it as an historic property and then it was forwarded on to the Department of the Interior. There is a general statute in CT. which is 22a-19a that provides protection from unreasonable destruction of properties within this zone. I

am not quite sure why the Chief Executive Officer of our town (Mayor) and the governing body of this town would choose to flagrantly violate CT. law?

Mayor Dickinson replied, we aren't flagrantly violating the law. There is an ability for those concerned to raise question about the demolition of a structure and object to it. Ultimately a judge would decide whether or not it is unreasonable but it is not a blanket protection that would prevent the building from being demolished.

Mr. Ferrara answered, that is true but the commission has voted that you shall not destroy this building and yet you have gone ahead...

Mayor Dickinson interrupted to say, the commission has not voted that way. The commission voted to send or refer the matter to the Attorney General so that he can bring an action to ultimately have a judge decide whether it is an unreasonable demolition.

Mr. Ferrara stated, the commission has stated that they do not want it destroyed.

Mayor Dickinson answered that is correct but they don't have the authority to prevent it from being destroyed. They refer it to the Attorney General who then takes the matter to a court and a judge decides whether it is an unreasonable demolition or not.

Mr. Ferrara stated, even though the commission has said, we do not think you should tear this down, you are going to say that we want to tear it down anyway and we will let it go to the courts? As an attorney that, to me, strikes in the face of our town and the commission.

Mayor Dickinson stated, this was put on the (National) Registry list at the approval of the Town of Wallingford or over our objection?

Mr. Ferrara answered, over your objection.

Mayor Dickinson asked, as an owner of the property, you are saying that we would forfeit all rights as to whether a building should stand or not if the commission would have the sole ability to determine whether or not the building should stand when, in fact, the law says that the owner continues to have a right to decide whether or not the owner wants to maintain, renovate, what ever, maintain the property. In this case the owner has decided that there is not a need for the building, there is a desire to tear it down.

Mr. Ferrara stated, I am not denying your right to go through the legal process of saying to the commission that we don't agree with them. I am worried that the building is going to be destroyed before this process goes to court. The newspaper today said that this was going out to bid and Henry McCully said that if the bid was opened today, in fact this morning, they are prepared to go out for the process and get it done.

Mayor Dickinson replied, the process is that money has to be appropriated in order to have this occur. It must come back for an appropriation of funds which was stated all along. The complete story is not told.

Mr. Ferrara answered, that is why I am asking. I just want to clarify that the building is not going to be torn down then before the process. It is fine if you go through the legal process and get approval, fine, then it is your right to tear down that building. But don't tear it down first and they go through the process.

Mayor Dickinson stated, it is in the hands of the Attorney General and if the Attorney General does not bring a legal action, we have the full authority to act within the Town of Wallingford. If the Attorney General brings a court action at the behest of the Historic Commission, that is the affect there, but that is the process.

Mr. Ferrara stated, I don't agree with that. If the commission said you shouldn't tear it down and the Attorney General determines that he does not have the time to fight it at this point, it is still inappropriate to tear it down.

Mayor Dickinson stated, then you should speak with the Town Attorney because that is what the law states.

Mr. Ferrara commented, I have another battle with the Town Attorney with regards to the executive session for Bristol-Myers tonight. I have attended many F.O.I. procedural meetings; I have attended their classes and there is no way this executive session is legal tonight without a pending litigation or pending claim which there are none. I know Janis (Atty. Small) for a long time but this is not legal.

Mayor Dickinson stated, we have a Town Attorney right here who has researched it, there is a CT. Supreme Court case that stands for exactly what she is going to tell you.

Mr. Ferrara stated, I am not questioning that. I know I have the right to bring you to court. It is the spirit of the law that I am questioning here. If my own government in my own town and my Chief Executive Officer and his attorney and governing body all know it is inappropriate but you are going to do it anyway, I am not going to fight you guys over it, it is not worth it, it is not worth it. I would rather walk my dog. It bothers me to hear this.

Mayor Dickinson stated, don't think and don't say we know it is inappropriate. I know it to be within the law exactly what we are going, we are following the law.

Mr. Ferrara asked, on the F.O.I.? Or on the building?

Mayor Dickinson replied, on both. Those are the legal rights of the parties. I am elected to protect the legal rights of the Town of Wallingford, which I am doing. The Town should not have to do things that it is not obligated to do, just because we want to do something else. We are following what the law says.

Mr. Ferrara stated, if you are following what the law says, then Bristol-Myers should not be allowed a tax break after the fact. I am not allowed a tax break. I went down because my taxes are going up 51%, not the \$200 that you talk about in the newspaper for the average homeowner. I am going up \$1,800 in one year which to me is ridiculous. Yet, I don't have the right to come back and argue the point. I went down to them and they said that I missed the deadline. I assumed the tax rate was going to go down to accommodate the higher elevation of my property value. Now why is it o.k. for Bristol-Myers to come in after the fact and get a \$200,000 reduction? I am paying that balance. The reason is that it is based upon a contract with Bristol-Myers signed in 1982 or 1983 which was part of their agreement to come to the Town. It was a tax abatement agreement.

Mr. Ferrara answered, that is not what I read in the story.

Mayor Dickinson answered, that is where the story was incorrect. It is a tax abatement agreement pursuant to state statute that gave each phase of the Bristol-Myers project the right to a tax reduction for seven years based upon \$15 million or more of expenditure. This isn't a change in assessment just because they're coming in after the fact and we are giving them something, we don't have the right to do that. This is pursuant to state statute and it is a contract with Bristol-Myers signed, like I said, when they first came to town, or it was an incentive for them to come to town. So we are following what the contract, or endeavoring to follow what that contract requires.

Mr. Ferrara stated, again, I don't know much about the case except for what I have read and it sounded like there were two parts, that was the disagreement. Whether this was considered one contract or two separate contracts and that was the reason for the disagreement. That is how I read the newspaper article. Whether it is right or not; I know the newspaper makes a lot of mistakes, that is why I came here to ask the question.

Mayor Dickinson stated, these are technical issues, there is no doubt about it.

Mr. Ferrara stated, you have heard my displeasure with tearing down the building and my tax rate.

Atty. Small stated, you can take an appeal each year on your tax assessment. You can, for the next grand list, you are entitled to come back, you have to make the deadline. You can go back each year.

Mr. Ferrara stated, I didn't come in to fight it because I thought the value was appropriate. I just expected the tax rate to drop. I want to pay my fair share of taxes and I feel the value was fine.

Philip Wright, Sr., 160 Cedar Street stated that he has been coming to these meetings for quite a few years has a pretty good feel for what is right and proper, good decorum, and how things have been handled by democratic and republican chairman. This morning he was distressed when he read the paper and became "madder than Hell" when he read on page 10 what Steve Knight said, calling Councilor Brodinsky a "nit picking, two-bit lawyer" and suggested that Mr. Brodinsky "do the honorable thing." He was not sure what Mr. Knight meant by "doing the honorable thing" and believed that taking that kind of position in print in the paper is totally despicable, unacceptable behavior by any elected official. If the rest of the members of the Council do not exact some retribution for this, they are also remiss.

Chairman Parisi stated, what is in the paper is out of this meeting and I am not dealing with that. In this meeting everyone will treat everyone with respect and that goes for the audience and for the Council and the Council to each other. What the paper chooses to print is their business and how they choose to print it and how things are said is another area. I am not dealing with anyone's actions and never would and it is not my prerogative to deal with their actions in the newspaper. That is not going to happen.

Mr. Wright replied, that is a cop-out. You know that it was improper for Steve Knight to attack and...

Chairman Parisi stated, I am not going to debate the issue and I made a special effort that we stay out of personalities in these council meetings.

Mr. Wright continued, I have been here for a good many years...

Chairman Parisi interjected, I remember some years that you have forgotten about but I don't want to go back to those days and I don't want to start this sort of things with members of the audience either.

Mr. Wright stated, nobody ever attacked another councilor...

Chairman Parisi interjected, I beg your pardon, there were a lot of times.

Mr. Wright continued, in the paper such as this and, in my opinion, Mr. Knight should publicly apologize to Councilor Brodinsky and should write an apology and if not he....

Chairman Parisi interjected, I don't think that is necessary. Thank you for your comments. I don't think it is going to happen.

Mr. Wright continued, because you, Bob (Chairman Parisi) don't really want to take any responsibility for this. Mr. Knight should be taken to the woodshed by you, the councilors.

Chairman Parisi repeated several times, I have no responsibility.

Wes Lube, 15 Montowese Trail stated that he is interested in pursuing the suggestion that the Mayor had that there was a state Supreme Court decision that supported the reasons for the executive session regarding Bristol-Myers.

Atty. Small replied, the executive session falls within the category of pending litigation that states the agency's consideration of action to enforce or implement legal relief or legal right. The reference to the Supreme Court case decision is a decision in which a town went into executive session to plan strategy to oppose a solid waste facility permit that someone was looking to do in their town. Part of the conversation in executive session dealt with whether or not they were going to do any legal action but there were other components of that executive session which went beyond a decision as to the bringing of legal action and the commission held that where they discussed other than lawsuits that was a violation of F.O.I. The Supreme Court said no, that was not true, that action means any action, legal or otherwise and their discussions, for example regarding hiring lobbyists and what not to plan their strategy was, in fact, action and they were entitled to discuss it in executive session. Here you have a contract which has been forwarded from Bristol-Myers to the Town of Wallingford in which they assert that the Town has an obligation to enter into a tax assessment agreement pursuant to the agreement that was entered into in 1983. The Council is considering whether or not to agree or disagree that they have a legal obligation to require them to enter into that contract. There will be a public discussion about that but prior to that we need to have an executive session to discuss what I believe to be some of the legal ramifications of a decision one way or the other by the Council. There will be comments that I need to say, as Town Attorney, that shouldn't be stated publicly if the Town is considering taking one action or another. Upon concluding the executive session the Council is free to have a public debate about it, which they intend to do. The matter can be fully discussed. But my comments are somewhat restricted because I need to give the Town Council some legal advice which would not be appropriate to be stated in public session while they are deliberating that decision.

Mr. Lube stated, I am sure you realize that by citing that particular passage of the F.O.I. and you are reiterating that you would like to caution them about their actions you are, in effect, suggesting if you will, that Bristol-Myers should sue the Town in this matter.

Atty. Small stated, I am not suggesting Bristol-Myers do anything. I need to advise the Council what I believe to be the legal pros and cons or legal ramifications if they decide to do one thing or another. Bristol-Myers believes that we are contractually obligated to enter into this agreement. That is their belief and there is some discussion about whether or not we need to

agree with that and that some perhaps do not agree that that is, in fact, that the fact pattern fits and we have a legal obligation in fact to do so. I am not suggesting that Bristol-Myers do anything. Bristol-Myers are pretty big guys, they have an attorney and they don't need me to suggest anything to them. They know what to do or not to do and they will make up their own minds and they have pretty much told me as such that they plan to do that – not sue, that they make up their own minds as to what to do.

Mr. Lube answered, as was explained to us, that original agreement that was drawn up between the Town and the company called for a tax abatement if a project exceeded a certain amount. There have been several facts that have been pointed out that would indicate that they were not bound together as one project. Isn't the burden on Bristol-Myers to prove otherwise?

Chairman Parisi stated, I think that this should come under, when we move to go into executive session, there will be discussion on the motion. If it is ever going to be appropriate, I think it would be more appropriate then than now.

Mr. Lube stated, as long as you are not going to railroad it. When it is moved to go into executive session, we can debate it at that time?

Chairman Parisi answered, when I ask for questions on the motion, then you can offer your discussion.

Atty. Small pointed out, there is also the public discussion and possible action. That item is there for public discussion.

Chairman Parisi declared the Public Question and Answer Period closed at this time.

ITEM #12 Withdrawn

ITEM #13 Withdrawn

EM #14 Withdrawn

ITEM #15 Consider and Approve Annual Town-Wide Bid Waiver List for F.Y. 2002-03 – Mayor

Motion was made by Mr. Knight to Approve the List and Append a Copy of it to the Minutes of the Meeting and Adding to it the Names of Sears, Fazzino's, Home Depot and Kamco Colony Corp., seconded by Mr. Rys. (Appendix I)

Ms. Doherty did not understand why some departments were requesting bid waivers when the anticipated expenditures were below the \$4,000 bidding requirement?

Mayor Dickinson explained that Purchasing requires a public bid for each purchase order that exceeds \$3,999.99. Multiple purchases made by various departments, over a year, can exceed the \$4,000 mark and an argument can be made that the Town of Wallingford is spending money in excess of \$4,000., possibly raising a question with regard to the bidding process. The Town addresses the issue by recognizing the potential purchases, in advance, on the bid waiver list.

With regards to the request by the Law Department for Labor Attorney services. Mr. Farrell asked, since this service has been bid out in the past on more than one occasion, why can't it go out to bid this time?

Atty. Small answered that it can but the Town is very satisfied with the attorney that is currently providing the service. It has been suggested to her by others who have bid for the service in the past that the Town stay with who they are satisfied with. The last bid was for a three year contract and she does not feel that it should go out to bid again. Another year of services with the current firm is appropriate, she stated. A lot of time is spent evaluating the proposals that are generated from the bidding process, yet the Law Department is very satisfied with current counsel. Three years is a short amount of time and Atty. Small is requesting one more year before having to go out to bid again.

Mr. Farrell asked that if one councilor was not satisfied and wanted to see it go out to bid, Atty. Small would still not want to go out to bid?

Atty. Small answered, we have been very satisfied with the services. The first time the Town went out to bid the bid responses were very close; the second time we felt that he was far superior, given the level of service that has been received over the years. I don't think an additional year is a bad idea.

Mr. Farrell stated, I have not been satisfied with the labor attorney on a couple of matters and I have heard from other members of the legal community that they don't understand why it doesn't go out to bid. This is not some exclusive type of law that is only practiced by a handful of people, there are a decent number of people in Connecticut who practice this.

Atty. Small stated, I have gone out to bid twice and we don't get flooded with applications; I don't think it was more than five, to the best of my recollections. The major firms know who we are and I have dealt with major firms for other clients. It is not as though it hasn't been available to them and it is not that it won't be again. One additional year is appropriate.

Mr. Farrell stated that he would not vote in favor of the bid list unless the labor attorney services are removed from it. He stated that he feels strongly enough about the fact that he is not satisfied and it should go out to bid.

Chairman Parisi asked, when was the last time we went out to bid? I thought I had requested it go out to bid once also.

Atty. Small answered, we are coming to the end of the three year contract. It has gone out to bid twice.

Mr. Brodinsky stated that the bid waiver list shows estimated expenditures in the amount of \$5,000 for Gemini Systems and wanted an explanation of who the firm is, how the \$5,000 was arrived at, and what the expenditures were for the past year.

Mayor Dickinson explained that it relates to the computer system. It is Gemini Systems, Munis. Munis purchased Gemini and the expenditure is for ongoing software support for the billing and programs that serve Water and Sewer departments, the network and their portion of it. I would hope that it would not be beyond the estimate. Hopefully, it will not be that much. It relates to what problems become realized and what it costs to fix them.

Mr. Brodinsky asked for an estimate on what was spent this past year on Gemini?

Mayor Dickinson answered, I don't have that figure for the past year. Our contract with Gemini was \$530,000. They haven't finished and now Munis has taken over for them. That initial contract has not been completed.

Mr. Brodinsky asked, is the contract for an "as needed" basis or might this balloon up to \$100,000., or \$50,000?

Mayor Dickinson replied, I can't imagine that it would balloon up to that kind of figure. This is on a "as needed" basis as problems are realized.

Roger Dann, General Manager of the Water & Sewer Divisions explained that the reason the request was made in his budget was to allow for some type of customization, if necessary, of his department's billing portion of the system. There are no specific plans for such customization. This bid waiver will allow for the utility to contract with Gemini/Munis should the service be required. This is separate and distinct from the ongoing maintenance and support agreement which covers the entire software system town-wide. Routine software support is available to all the users of the system.

Mr. Brodinsky asked, is everything running smoothly on the computers? We are only anticipating \$5,000 worth of consulting fees? All the glitches are out and everything is cop esthetic?

Mayor Dickinson stated, no, that has not been stated; not by a long shot. We have not finished the contract so there is still money owed to them under the initial contract. I am not sure what

that figure is at this point. There is still money that munis is to earn regarding the contract, itself. It is not only Water & Sewer but the Finance Department and other departments also have the need for Munis/Gemini assistance. The \$5,000 is only what Water & Sewer would potentially need over and above funds for the network itself. This is tailored to their specific needs.

Mr. Brodinsky stated, one of the reasons I am going to vote against this is that I am not comfortable enough with waiving the bid on Gemini under those circumstances. I also share some of Councilor's Farrell's concerns. I have not been completely satisfied with our employee relations/labor relations methods, results, means, cost efficiencies, etc. It may not be entirely the fault of the attorneys but those are two reasons why I am going to be voting against this and perhaps more depending on other information I hear.

Mr. Toman questioned the Meriden Animal Hospital Veterinary Services account, specifically why the expenditure doubles from \$8,350 to \$17,029 this year.

Mayor Dickinson answered, it relates to the need to care for cats. We were never dealing with that prior to this year and now we do.

Mr. Toman asked, are we mandated by State law to do that?

Mayor Dickinson replied, it is local ordinance that we are dealing with. There is a significant need for veterinary services and this is the result of it. It is an estimate and maybe it will be far less; it could be more. It is the vaccinations, euthanasia, etc.

Mr. Toman asked if we will have to expand facilities for the cats?

Mayor Dickinson replied, this does not relate to that. This is for veterinary services. There is a capital project to expand the dog pound but that is a separate issue completely.

Jack Agosta, 505 Church Street, Yalesville stated that he did not think it was proper protocol nor procedure for councilors to get up from the bench and leave the room while the public is speaking to them.

Chairman Parisi stated that his previous remarks regarding public conversation was made at the request of someone who complained that the side conversations held in the audience were distracting and disturbing to others trying to follow discussion. If a councilor has business and he has to discuss it, that is his prerogative.

Robert Sheehan, 11 Cooper Avenue asked what was the estimated total for the anticipated expenditures on the bid waiver list?

Mayor Dickinson explained, we are not waiving money but the right to go to, in most cases, proprietary services for which there is no other place to go. For most of these, there is not another vendor that the Town can go to. This list is slightly less than prior years. No, we do not have a total of the estimates from the various departments.

Mr. Sheehan stated that he was all for doing business and staying in town but would still like to know...whatever we buy from the vendors is going to require a payment and I would like to know what the estimate is for all of this work. It is in everyone's budget. It is irresponsible to waive the bidding process when you have no idea what the dollar amount is or can be.

Mayor Dickinson read off the following names: CL&P, SNET, Munis, American Public Power Association; there is no choice for a lot of these. They are asking for a bid waiver on them but there is no other choice. That is the name of the ball game, you cannot do business with anyone else but that vendor.

Chairman Parisi stated, it is approximately \$300,000.

Pasquale Melillo, 15 Haller Place, Yalesville was opposed to waiving the bidding process and therefore approving the bid waiver list.

Mayor Dickinson stated, the Registrars (of Voters) had not submitted a request, however, their vendor for software support is Kidd & Kidd and they have a proposal for a five year contract that costs \$3,600 per year.

Chairman Parisi stated, they are going to have to submit it, Mayor.

Mayor Dickinson stated, I wanted you aware of this because this is not in here and at some point, I assume, it is going to have to come back in.

Mr. Vumbaco stated, the last two years I voted against this and I am still very uncomfortable with this process, especially with \$130,000 worth of legal estimates in this bid. Not only is there a labor attorney but there is \$80,000 of estimates that being requested by the Board of Education as well. That is almost 50% of this entire bid waiver list, if the \$300,000 estimate is correct. The legal services, at least, should go out. I will vote against this.

VOTE: Brodinsky, Farrell & Vumbaco, no; all others, aye.

ITEM #16 Consider and Approve Authorizing the Mayor to Enter Into a Seven (7) Year Term Agreement with SBC/SNET for Local Dial Tone Service for the Town's Centralink 3100 Users and a Three (3) Year Term Agreement for Toll Service for all Users – Program Planner (Appendix II)

Motion was made by Mr. Knight, seconded by Ms. Papale.

Correspondence from Mayor Dickinson to the Council explains how entering into a seven (7) year term for Centralink 3100 service and a three (3) year term for toll services reduces the rate per line per month from \$12.50 to \$11.00. Toll service costs including both in-state and out-of-state is reduced from \$.075 and \$.10 respectively to \$.05 per minute. Approving these agreements will result in an estimated reduction of \$4,000 per year in telephone expense.

Mr. Farrell asked if voicemail was priced out as part of the plan?

Mayor Dickinson replied, we asked what the quotes were and they were anywhere from \$5,000 to \$25,000.

Mr. Farrell stated, that was a pretty big gamut. How about voicemail for the Mayor's and Council offices?

Mayor Dickinson answered, no, we are not going to get into voicemail.

Mr. Vumbaco asked if there is an "out" in the contract once it is signed? With communication rates going the way they are and the competition is constantly increasing, what happens if the rate goes down or the potential for the rate to go below \$11.00, is there a way to get out of this contract and go with the lower rate in the future instead of locking in for seven years at \$11.00?

Don Roe, Program Planner stated, if SBC/SNET files lower rates with the DPUC...we would be able to experience those lower rates. If, during this period, they file for a rate increase, our rates remain the same. It is stated in the contract.

Mr. Brodinsky asked, what are the pros and cons of going with the seven (7)year contract versus the two or five year contracts?

Mr. Roe replied, the rate structure is pricier for the shorter term. We presently have a five year term contract and by moving ahead with the seven year term at this point we will actually have a six year agreement with them. This new agreement will supersede the remaining year on the old one and we will immediately see the cost benefit.

Mr. Brodinsky asked, what other providers besides SBC/SNET did we negotiate with?

Mr. Roe answered, there is no other vendor for local dial tone service.

Mr. Brodinsky asked, are there any other expected to come in to the State of CT.? Have you kept track of that?

Mr. Roe answered, there are providers who are licensed and approved but in our area, it has not come to fruition. Some of the cable companies have also gotten into the dial tone service but it has not happened here.

Mr. Brodinsky stated, if someone should come into the state and provide some real competition, we are locked in for a seven year term and I am a little uncomfortable with a seven year contract in an area such as telecommunications, especially when one company has a monopoly. It is my hunch that, generally speaking, that doesn't last very long. When a company has a lock on the market other companies find a way of breaking that lock. I would rather see a shorter term so that we can respond to the market. I know you have done the best job you can and the numbers crunch. I just wanted to share my feelings on that.

Mayor Dickinson stated, some of our concerns was the reliability of the service. The communication/telephone service is absolutely critical for many of our operations and thus far without an established track record of competitors providing such reliable service, I would be very hesitant to move to something else and then have potential real problems with telephone service. We have had some departments that have had some problems with telephone and I would rather not get into that where we are dealing with local government, the ability for people to reach us and for us to provide service. Again, until there is an established track record for competitors.

Mr. Brodinsky stated, I was not suggesting that we move to someone unproven. I was just wondering if we might be better off putting ourselves in a position at least to consider someone else if that happened within seven years. I understand your point and it is well taken. Your comment about voicemail, Mayor, you're not going to get it, are you?

Mayor Dickinson answered, I would rather not have our service drop off.

Philip Wright, Sr., 160 Cedar Street asked, where in the Charter does it say that the Mayor has the right to say that there will be no voicemail? Can someone answer that for me?

Mayor Dickinson answered, it is an administrative decision.

Mr. Wright commented, I will study that a little.

Pasquale Melillo, 15 Haller Place, Yalesville agreed with Mr. Brodinsky, a shorter contract would be better.

VOTE: Brodinsky & Vumbaco, no; all others, aye; motion duly carried.

Mr. Brodinsky and Mr. Vumbaco stated that it was their preference to have voice mail.

ITEM #17 Withdrawn

ITEM #18 Consider and Approve a Transfer of Funds in the Amount of \$3,200 from Revaluation Update, Yr. 3 of 3 Acct. 31401-999-9921 to Purchased Services Architectural Acct. #1401-900-9009 – Comptroller

Correspondence from Comptroller Thomas Myers states that renovation of the staff area of the Finance Office is a major initiative for the fiscal year beginning July 1, 2002. The furnishings are at least twenty-five years old and are inappropriate for today's workplace. The office layout is not conducive to work flow. Mr. Myers anticipates beginning the work on July 1, 2002. Consultant services to prepare a design, develop specifications for public bid and provide installation administration have been competitively and publicly bid. The lowest responsible bidder is \$8,400. and the amount budgeted is \$5,500. The estimated consumables/billable expenses shall not exceed \$300. The difference of \$2,900 between the bid and what was budgeted, combined with the above-mentioned expenses brings the total to \$3,200 needed to fund the renovation.

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

VOTE: All ayes; motion duly carried.

ITEM #19 Consider and Approve Demolition of Two (2) Structures on Town-Owned Property Known as 1390 Whirlwind Hill Road (formerly the Cooke Property) – Mayor

Correspondence from Mayor Dickinson states that the property has been purchased from George Cooke and the 64 acres is currently leased by Mr. Cooke. The two buildings on the property are a vacant small house close to the road and a larger structure with garages on the ground floor and two apartments on the second floor. The Fire Marshal's Office and the Building Department have inspected both structures and the conclusion is that it will be very expensive to bring it up to code. The recommendation is that the two buildings be torn down. The barn structure will be retained and put to use. In addition, there is an open shed that will be retained. In order to proceed demolition of the two structures must be approved.

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

Ms. Papale asked if anyone is currently living in the structures?

Mayor Dickinson stated, he did not believe so at this point. The houses have been vacant for a while and there may have been two parties in the apartments but at this point he believes they are out. My information is that everyone is gone at this point.

Ms. Papale asked, are they gone as of this morning?

Mayor Dickinson answered, my information is that they were to be out this month. We will have to find out if they have left.

Ms. Papale stated that she did not have a chance to go out and look at the structures. She wondered why the Town would want to keep the barn?

Mayor Dickinson answered, it is a very large structure. Mr. McCully felt that there was potential to be able to use it. It appears to be a sound structure. There is also an apartment part of that and we may come back to you with regard to that apartment. That structure is one that the Town could utilize and it certainly is picturesque on the property. It has some history associated with it at least with the Cooke family. The shed is a small, open shed that could also be used as the property is used for agricultural purposes. For the last few years people have been paying rent to the Town?

Mayor Dickinson answered, yes.

Mr. Vumbaco asked, is there a cost involved with this demolition?

Mayor Dickinson answered, we will be putting it out to bid and I will have to come back for funds to deal with the demolition.

Mr. Farrell stated that he recalled that the Town had been approached by some type of farm heritage group about the Galko property. He asked if that group has been told that the Town has these existing buildings here? He recalled that they were trying to put together a project of a model public farm.

Mayor Dickinson stated, the funding is the big issue. Who will renovate? It then becomes an issue of taking care of the structures and how they are used. The Fire Marshal and the Building Department reviewed the structures there and there is considerable work that would have to be done in order to make them useable on a regular basis. The one house has been vacant for a while...the water system runs off of the house and then goes to the garage structure. The garage structure is all garages and the ground floor with two apartments above. Some significant money would have to be spent on the renovation of these. Once again, it becomes a question of where the money comes from.

Mr. Farrell asked, are you saying they are aware of this or they are not aware of this?

Mayor Dickinson replied, I have not informed anyone. I don't know if they are aware or not. I haven't had any conversation with anyone.

Mr. Farrell stated, after Galko got demolished, despite their efforts, I wondered if the Town would entertain a proposal from them on this?

Mayor Dickinson replied, I did have a discussion with an individual regarding Galko but there was no money again. It was a question of how something gets financed and we all talk about controlling the cost of government, well this is one of the areas....there is no ready funding at least coming from the representative who met with me with regard to Galko. There again, there were code issues and difficulties with regard to making the building useable for public purposes.

Mr. Farrell asked, what is the time table for demolishing these buildings?

Mayor Dickinson replied, we have to go out and receive bids and then come back to seek funds to proceed with demolition.

Mr. Farrell stated, I will vote for it this evening based on the premise that I will give these people a call and if they are interested, they can call you. You can tell them about all the big money.

Mayor Dickinson replied, I am willing to talk with anyone but it often comes down to the monetary issues.

Ms. Doherty asked, what is the procedure for demolition? When you get a bid, do the people who are going to demolish that building now own anything that is in that building for salvageable purposes?

Mayor Dickinson replied, the Town can reserve its rights on anything it wants to keep but typically, if there is nothing that the Town wants to keep, the contractor who bids on it, it is his or her property and they can look to salvage some or destroy it all. It is really a matter of what they think might be valuable and how their business can utilize parts or pieces of the building.

Ms. Doherty asked, who decides in the town what is going to be salvageable before it is demolished if the Town, in fact, wants to keep...

Mayor Dickinson replied, Henry McCully would be the primary person. On occasion I have been aware of things that I have questioned him about. We have saved windows and doors from some buildings but I don't think there would be one party who would be necessarily involved with that.

Pasquale Melillo, 15 Haller Place, Yalesville stated that this item is refreshing because it is going out to bid. He felt that it should be put out to a real estate agent to see if someone wanted to fix it up and put it to good use.

Mayor Dickinson stated that he does not feel the Town should be involved in allowing a private use to occur on 64 acres of agricultural property. It is open space land and the Town is not interested in becoming a landlord for private uses.

Mr. Melillo stated that that is precisely what has been going on for the past few years.

Mayor Dickinson stated, that was really part of the discussions with Mr. Cooke when he initially purchased the property and those arrangements have come to an end. There is too much money needed to renovate the buildings.

VOTE: All ayes; motion duly carried.

Chairman Parisi stated, for clarification, Mr. Lube, I am going to correct myself. I said that we would have discussion before we went into executive session. I was in error. If you refer to Item 24 on your agenda it says, "Remove from the Table for Discussion Possible Action Regarding Approval of a Tax Assessment Agreement as Covering E-F Node Addition Between the Town of Wallingford and Bristol Myers Squibb". We will have public discussion on that item at that time., o.k.?

Mr. Lube answered, no.

Chairman Parisi stated, that is the way we are going to do it. We are going into the Council office for executive session.

Mr. Lube stated, the discussion and comments that I had were not on the Bristol Myers tax question. It was on the question of the right to go into executive session. That is entirely different and that type of discussion would have to precede....

Chairman Parisi answered, fine, let us make the motion to go into executive session and we will call for discussion and you can make your comments.

EM #20 Withdrawn per Mayor Dickinson.

ITEM #21 Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss the Matter of the Town of Wallingford v. SNET Corp. and Lucent Technologies, Inc. – Town Attorney

ITEM #22 Executive Session Pursuant to Sections 1-200(6)(B) and 1-200(6)(E) of the CT. General Statutes to Discuss the Matter of a Tax Assessment Agreement Between the Town of Wallingford and Bristol-Myers Squibb, Co. – Town Attorney (Appendix III)

Motion was made by Mr. Knight to Enter into Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss the Matter of the Town of Wallingford versus SNET Corp. and Lucent Technologies, Inc. and to Discuss the Matter of a Tax Assessment Agreement Between the Town of Wallingford and Bristol-Myers Squibb, Co. seconded by Mr. Rys.

Discussion on the motion:

Jeffrey Cohen, Record Journal Reporter read the following letter into the record:

“The Record Journal disagrees with the need for an executive session for agenda item #22 the matter of a tax assessment agreement between the Town of Wallingford and Bristol-Myers Squibb. Since there is neither a claim nor litigation currently pending in this matter an executive session pursuant to section 1-200(6)(B) of the CT. General Statutes is inappropriate. In addition, since there has been no indication that public discussion would result in the disclosure of a document exempted from F.O.I. law, an executive session pursuant to section 1-200(6)(E) of the CT. General Statutes is also inappropriate. Unless the Town Attorney has new information, we believe the Council would be violating the state’s Freedom of Information Act should it now enter into executive session. I understand the Town Attorney has cited a CT. Supreme court case to justify the session. I submit this letter for the record still.”

Wes Lubee, 15 Montowese Trail asked for permission to address the Town’s counsel through the Chair.

Chairman Parisi granted permission for Mr. Lubee to do so.

Mr. Lubee stated, the discussion had left off with the Town Attorney’s professional comment that she wanted to retain the right for attorney/client relationship which would be abridged if it was done in open session, am I correct?

Atty. Small answered, that is pretty accurate.

Mr. Lubee asked, how would that square with section 1-231 of the F.O.I. regulations? Do you have that with you?

Atty. Small did not.

Mr. Lubee read section 1-231 into the record as follows:

“An executive session may not be convened to receive or discuss oral communications that would otherwise be privileged by the attorney/client relationship if the agency were a non-governmental entity.”

Mr. Lubee stated, that particular need that you expressed is expressly denied.

Atty. Small asked, is that the entire section of that statute? That does not make any sense. The section that I cited was under the pending litigation session, which was the agency's consideration of action to enforce or implement legal relief or legal right. This council is considering exercising its legal rights and taking action on such right with respect to this contract. The purpose in going to executive session is, in fact, to discuss that from a legal standpoint. That is the whole purpose of it and I think that that is proper under F.O.I.

Mr. Lubee stated, in order to maintain the attorney/client relationship, you are saying that the executive session would be warranted.

Atty. Small answered, I am saying that I am giving legal advice to the council with respect to an action they are about to take regarding exercising their legal rights under an existing contract. That is what I am doing.

Mr. Lubee asked Atty. Small to read the section and then explain why this denies you that right that you think you have that right. He presented the section to Atty. Small.

Atty. Small stated, you did not finish the sentence. It says, "unless the executive session is for a purpose explicitly permitted pursuant to subsection 6 of 1-200, which is what I am saying it is.

Mr. Lubee answered, no.

Atty. Small answered, yes, I am. That is the section that I just read from. That is the definition of pending litigation that is used in subsection 6 of the statute. I am in section 6 of 1-200, so I am properly under that section, I don't violate that.

Mr. Lubee stated, if you are citing (6)(B), you are saying that there is pending litigation?

Atty. Small answered, which, if you then go to the definition of pending litigation and it states, subsection c, "The agency's consideration of action to enforce or implement legal relief or legal right." That is the section, that is part of the definition of pending litigation.

Mr. Lubee stated, we are in a position where we are not trying to take something away from somebody, we are in a position of having someone try to take something away from us which is a little bit different.

Atty. Small answered, well that is how you look at it. They have asserted a contractual right.

Chairman Parisi stated, we are straying away from the executive session. Afterward, Mr. Lube, there will be ample time for that type of discussion. I would like to just stay with the executive session. If you have questions pertaining specifically to the executive session, please continue.

Mr. Lube stated, if the executive session is for other reason than Atty. Small wants to have the privacy of an attorney/client relationship, that is expressly prohibited. That is my point.

Mr. Farrell asked, I now often we have on our agenda discussing real estate in executive session, and part of those discussions involved contracts on some occasions and moving forward towards formulating a contract. Aren't we talking about the same sort of thing here, that we are talking about, how a contract is, in essence, being negotiated?

Atty. Small answered, it actually goes beyond that because there's one party to the contract asserting that we have an obligation to perform our side of the contract and we're having a debate about whether or not we need to do what they request as part of our legal obligation. We are talking about taking action with respect to an agreement which, is similar, to other conversations that we have had but it is somewhat unique but not entirely.

Mr. Farrell stated, my point was, the way we reference real estate discussions, the public doesn't know because they are not sitting in the executive session that, very often, we are discussing a contract. Here I see it as somewhat the same issue. You don't want to give away your bargaining strategy. Thank you.

Mr. Brodinsky stated, to address councilman Farrell's concern, under the statute discussions of real estate are supposed to be in executive session so any contract dealing with real estate would come under a separate section. Atty. Small is citing a section that says that if this council is considering some action to enforce or implement a legal right then that qualifies as pending litigation. Actually, I think what Atty. Small wants to do and the council wants to do is not to consider action to enforce or implement a legal right but action to forfeit or forego or give up or forgive or ignore, just look away from legal rights that we have. Based on comments made at our last council meeting, comments in the press, discussion that is going to take place is not to fight for this money but reasons to give it up. I don't think what is going to be happening in executive session is discussion about how to enforce our legal rights, I think it is going to be just the opposite, the reasons why we should give up our legal rights. It doesn't seem that the advice that might be given in executive session would be terribly worthy of secrecy. I think what could be said is that if we don't sign this contract we might be sued. Wow, we've said it; we might be sued. We certainly will in view of comments made at the last council meeting and comments made in the press and I suppose there could be some discussion as to why we are going to be sued but if you are going to throw in the towel and vote to sign this contract, what's the harm? You do that in open session, explain this is why we are going to be sued, this is why we are going to lose the lawsuit, explain that this is the facts that Bristol-Myers has and this is why the contract should be approved. That is not going to happen in the public view for one

reason or another. I don't think it is to protect the Town's rights, frankly, because we are giving up all our rights under the contract, the way I read or get vibes from at least some members of the council. I think this is not a proper executive session. I don't think; I respectfully disagree and I am mean respectfully disagree with Attorney Small and her interpretation. I think the advice of counsel privilege is not written into the statute and if it is not written into the statute, I don't think it could be or should be imposed upon the statute by Atty. Small and her opinion. I am not going to be participating in that part of the executive session dealing with Bristol-Myers Squibb because I don't think it is a proper executive session. I will be participating in the other executive session, thank you.

Mayor Dickinson stated, I just want to clarify something. Mr. Brodinsky indicated that we were approving a contract and we are not approving a contract. This is an existing contract and it is a question of how that contract impacts the parties to it, the Town of Wallingford and Bristol-Myers Squibb. I don't want anyone to mistake we are not approving a contract tonight. That contract is in existence, it is questionable what its impact is, what it means to the parties given this project, E-F Node, etc., Bristol-Myers and their request to us. It may have been inadvertent...

Mr. Brodinsky answered, no, it was quite intentional because we have been asked to approve a contract.

Mayor Dickinson answered, we are not approving a contract.

Mr. Brodinsky replied, we have been asked to do it. It was part of the agenda package. There is a tax agreement. We have a letter from Attorney Small saying we are obligated to sign that contract. It was part of our packet agenda last time.

Mayor Dickinson replied, we are signing a certificate of assessment. We are not signing a contract. The contract is in existence, that is misleading statement, the contract...

Mr. Brodinsky replied, ask Attorney Small if she submitted a contract, I will show it to you, Mayor.

Mayor Dickinson stated, since 1983 the contract has been in existence signed by Bristol-Myers and the Town of Wallingford. We are not approving a contract.

Mr. Brodinsky stated, "May 14 letter from Attorney Small to Wm. W. Dickinson, Mayor. Dear Mayor" It goes on to talk about a tax assessment agreement in 1983. The last paragraph: "The Town is legally obligated to enter into this agreement. It should be placed on the council agenda for May 28th meeting for approval." We all received the draft of that agreement. The advice was, on May 14, we are obligated to enter into this agreement.

Mayor Dickinson asked, what is the date on that agreement?

Mr. Brodinsky replied, it is just recently drafted. Ask her (Atty. Small), she's got it. It is a tax assessment agreement, Mayor, March 13, 2002 signed by Bristol-Myers and she wants us, or you want us, the Town, to sign this agreement. It is a contract; a new contract. I'm sorry. I've got it in my hand and that is the letter she wrote.

Mayor Dickinson replied, you know, there is a story about, once told, that if you call the tail of a horse a leg, how many legs does the horse have? And the answer was, five. And the response was no, it doesn't have five, calling a tail a leg, doesn't make it a leg.

Mr. Brodinsky stated, Mayor, if you don't want us to sign the contract, just say so, but we were told the Town is legally obligated to enter into this agreement and the agreement was submitted by Attorney Small. Bristol-Myers has already signed it. It is a 2002 contract.

Mayor Dickinson stated, I am merely pointing out that your comments would lead someone to believe we are entering into a new agreement with Bristol-Myers. We are not entering into a new agreement with Bristol-Myers with regard to assessments.

Chairman Parisi stated that he wanted to stay with the executive session and under the item "Removal from the Table..." there will be ample time for discussion.

Mr. Vumbaco stated, I don't claim to be an attorney but, Janis did mention that section that she was quoting was under pending litigation. I don't think there is pending litigation here yet. I called Mr. Tom Henrick (?) at F.O.I. (Commission) today and had a nice, long discussion with him explaining the history, as I saw it, up until the comments that were made at the end of last meeting when this was tabled once again. Under those scenarios, even though Mr. Henrick did have a comment that he is not the legal authority because he hasn't officially got a complaint or has seen everything, but the way he said it to me is, it sure as heck looks to him like it should not be an executive session item. Granted, I didn't have the Supreme Court ruling that Janis eluded to but, in that Supreme Court ruling, I also heard you say something about they discussed something legal. I would think that since the legal issue was discussed in executive session, that made it o.k. I don't think this is an executive session at all. I think it should be aired and talked about in the public's eyes so that we all know what is going on and what the Town may be giving up or what the Town might be getting. I am voting against this executive session for the record. I also will not be attending the executive session pending a complaint to the F.O.I. on my part about going into executive session. Thank you.

Mr. Brodinsky stated, I will be joining in that complaint also.

Atty. Small stated, I also called F.O.I. and I think I spoke to that same person who is not an attorney who indicated to me that one, it is a factual determination and you have to make the

judgment that you made. They don't give specific advice. They don't choose to do that. I also consulted with another town attorney as to whether or not his feeling was that I was on solid ground. He agreed that I was and then I went and looked at the case law again just to double check because if I was wrong I would say so and on the second statute that was originally cited and the reporter pointed out he took exception to, I agree with him. That is why that was not part of this. I feel that I did take another look at it today and did talk to people and I do believe that we are on solid legal ground.

VOTE: Brodinsky & Vumbaco, no; all others, aye; motion duly carried.

Present in executive session for Item #21 were all councilors, Mayor Dickinson and Atty. Small.

The Council entered into executive session at 9:30 P.M. for Item #21. At 9:44 P.M. Mr. Vumbaco exited executive session as discussed commenced for Item #22 and Mr. Brodinsky exited at 9:45 P.M., both to protest the Council entering into executive session when they felt that it was incorrect to do so.

Remaining in executive session for Item #22 were Councilors Doherty, Farrell, Knight, Papale, Parisi, Rys & Toman, Mayor Dickinson and Atty. Small.

Motion was made by Mr. Farrell to Exit Executive Session, seconded by Mr. Knight.

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

The Council exited executive session at 10:04 P.M.

ITEM #23 No action will be taken.

ITEM #24 Remove from the Table for Discussion and Possible Action Regarding Approval of a Tax Assessment Agreement as Covering E-F Node Addition Between the Town of Wallingford and Bristol-Myers Squibb Co. – Town Atty.

Motion was made by Mr. Knight to Remove the Item from the Table, seconded by Mr. Brodinsky.

VOTE: Rys was absent; all ayes; motion duly carried.

Motion was made by Mr. Vumbaco that the Council Denies Approval of a Tax Assessment Agreement as Covering E-F Node Addition Between the Town of Wallingford and Bristol-Myers Squibb, Co., seconded by Mr. Brodinsky.

Mr. Vumbaco stated that he raised the issue at the last two council meetings and has done a lot of research reviewing a great deal of paperwork on the matter. He reviewed the facts in chronological order as follows:

- parking garage was approved for Bristol-Myers Squibb for 749 parking spaces;
- E-F Node came before P&Z approx. 8/08/1999 (application filed) after a series of hearings, it was approved by the P&Z Commission
- on 6/12/2000 they presented an application to the P&Z for a 516 parking space parking lot which was reduced to 506 because they wanted to exit onto Carpenter Lane which was denied by the P&Z Commission
- correspondence dated 6/7/2000 from Bristol-Myers to Linda Bush rescinded their need for the 749 space parking garage and asked to construct a 506 space surface parking lot in lieu of the garage
- during the application for the E-F Node, correspondence dated 9/30/1999 from Linda Bush reads, "this item realizes you comply with the minimum parking standards contained in the zoning regulations even without building the parking garage but also realize that on-site parking is tight without the additional 160 employees in the E-F Node. When do you intend to build a parking garage?"

Mr. Vumbaco stated, there was an admission by the P&Z Commission that Bristol-Myers had adequate parking at the time they were going through the application of the E-F Node. If you read the approval of the E-F Node, the only conditions placed upon it by the PZC was some sedimentation, bonding and controls issues. There was nothing at all that had to do with requirement for parking because of the letter written by Linda Bush that Bristol-Myers Squibb did, indeed, have enough parking for their E-F Node. Looking at that and the fact that there were different dates, months and actually years apart where these separate applications came in front of the PZC, I fail to see how we can come to the conclusion that the parking lot and the E-F Node are considered one project, especially as I stated earlier when the definition of the project was singular in the original agreement. I personally don't think that we should be approving the contract for this tax abatement based upon the fact that I don't think that they have met the \$15 million threshold. If you add the two projects together, yes they have. I think conveniently it was that they would be able to package this together but there is a whole bunch of other documentation when they talk about applications. There was a letter on February 20, 2001 to Linda Bush from Bristol-Myers Squibb, their Project Manager, Leonard Corso where he talks about the different projects that Bristol-Myers has done, completed, is in the process of and they are listed separately, the E-F Node as well as the parking lot. They are not added together, there is no intent on Bristol-Myers part to make both of these as one project until this tax abatement issue came up. They also issued information dated June 6, 2000 to Linda Bush talking about parking and, again, it proves that they had 1,590 spaces and a head total of employees of 1,540 which shows that they had adequate parking for their employees. When I combine all of those together and I look at the situation and ask, why are we even attempting to grant them this tax abatement? My personal opinion is that I think we have enough evidence to

show that we should deny it and let them come back, even if they have to go to court over it, come back to us and try to prove they are due this abatement. Finally, we just went through the process of handing out approximately a 17% average tax increase to our residents in the Town of Wallingford when we passed this final budget. I don't think giving away \$100,000 on an issue that is still open and speculative is the correct way to do it. Yes, if they want to come to court, the Town has taken many positions in the past that says, if you don't agree with us, sue us; I suggest that this council not agree with Bristol-Myers and let them sue us. If the court says it is our mistake and they deserve it, then so be it. I will vote in favor of the motion that I made and I would like to reserve comment for later.

Mr. Brodinsky asked, what vote would be in Wallingford's best interest? What decision that we may make would put Wallingford in the best possible position and protect Wallingford's assets; protect its income; protect its taxes like we are obligated to do. I think the vote that is in Wallingford's best interest is a 9-0 vote to refuse to go into this agreement and it shouldn't be a reluctant vote, it should be an enthusiastic vote. It should be a vote that sends a signal and message out to Bristol-Myers that says we are not going to be giving up this \$750,000 of taxes that we believe we are owed very easily and if you think you are entitled to it, go ahead and prove your case. We should be putting up a solid front on behalf of Wallingford's taxpayers and telling the Wallingford taxpayers and residents that this council is behind you, the residents of Wallingford. If there is a choice between looking out for Wallingford's residents and taxpayers and their interests or looking out for the interests of Bristol-Myers, it is an easy choice. There really is no choice. The interest of Bristol-Myers in this case; frankly, I am not interested in that, I am interested in the interests of the residents and all of the taxpayers. I respectfully suggest that the council should have a vote reflecting that. Back in 1983 under the authority of a general statute the Town of Wallingford signed a tax agreement, a tax rebate agreement and it said, among other things, that if Bristol-Myers started a major construction project before the year 2010 that it would get tax breaks up until that time. The contract defined a major construction project just by saying that it would be in excess of \$15 million meaning that it would cost in excess of \$15 million. The contract we signed in 1983 said "a construction project in excess of \$15 million", not multiple projects, not a phase, a construction project. Bristol-Myers recently built a parking lot costing about \$2.5 million and it also had a building addition which they call the E-F Node costing about \$13.9 million. Each of those projects standing alone would not qualify for the favorable tax treatment under the 1983 agreement but if you add the two together, they do. Some contracts contain language that is very technical. It may take a lawyer to help understand some legal terminology. In the law there are a lot of technical terms, but not in this case. Contracts use plain language all of the time and, in fact, our courts have said, in interpreting and applying contract to use the common definition that you find in the dictionary. You use the common understanding of plain words. The phrase in this case is "a construction project", what is it? I suggest that that term is not so technical that every councilor, if they do some analysis and research, and grapple with that phrase "a construction project" and make up their own mind as to whether Bristol-Myers has two projects or one project, that is what should be done. Mr. Vumbaco ran through a lot of the facts and

background but there is a little bit more. A letter dated February 20, 2001 from Bristol-Myers actually uses the term "project". Project is the phrase in the contract. How did Bristol-Myers view its own construction work? They said that the 506 vehicle parking lot... was started in August 2000 and was completed in December, 2000. They referred to it as a single, stand alone project. Then they go and talk about the E-F Node in this letter and they say, that project was started in February 2000 and is scheduled for summer occupancy. They viewed it as two different projects, at least this letter dated February 20 is susceptible to that. With respect to the E-F Node or this little building addition that was going to accommodate about 120 employees, there is a letter from URS Reiner Woodward Clyde, which I believe was doing work for Bristol-Myers on the project and they talked about a project description which was just the building addition. They said it was a proposed building about 55,000 sq. ft. and when occupied will hold 160 employees. Based upon state traffic commission approvals, no additional on-site parking beyond the approved parking garage. The project was the building. That is how they looked at it. It wasn't the project is the north parking lot and the E-F Node. The P&Z files have a lot of documents that, when taken together, make it pretty clear that the E-F Node of this building addition was separate and distinct in the eyes of both Bristol-Myers and the Town.; distinct from the parking lot. There are all kinds of documents that deal just with the E-F Node and all kinds of documents just dealing with the parking lot and this is also further evidenced that they are separate projects. I am not going to go through all of them. Presumably members of the council have or will. At the last council meeting this item was tabled because I urged everyone to get out there and actually look at the E-F Node and look at the parking lot and I was convinced that based on what they saw, they would have some hesitancy to throw in the towel and give Bristol-Myers everything they were looking for under this agreement. I hope that was done. As councilman Vumbaco indicated, the parking lot was a change in plans for Bristol-Myers it was first going to be a parking garage and that parking garage had nothing to do with the E-F Node because the parking garage was going to have 749 parking spaces in it and remember that the E-F Node was going to only have 120 employees; again, evidence of it being separate projects. The P&Z file has a lot of documents in it and a lot of it is repetitious but the repetition nails it home that it is almost, probably never, very unusual, for anyone to consider the parking lot and E-F Node one project. One of the arguments that have been raised so far to say this is one project and not two is "the lawyer's making me do it"; "the lawyer says I got to do it so we got to do it." My response to that is, the phrase "construction project" is not so technical nor complicated that laypeople can't get their hands around it. People with common sense looking at this can determine whether a project is one project or two pasted together. We don't have to forfeit our common sense and say that we have to sign this because the lawyer made us do it. It is not that kind of a contract. The other major point is, if this issue is debatable, if a case can be built by a competent lawyer who is familiar with litigation, that this is two projects and not one, why don't we do that, if we have to? Why don't we defend Wallingford's taxpayers and their right to \$750,000 by telling Bristol-Myers, "we are going to build a case. We are not going to go through the file and say we have to pay this, we are going to go through the file and give the reasons why we don't have to pay." Bristol-Myers will be looking on and they will get the idea that they are going to have the fight of their lives if they

want to bring suit and may not even bring suit, but just the opposite has happened here. Some of the reasons for signing this agreement appeared in the paper and one of the arguments for signing this contract and giving Bristol-Myers \$750,000; our Assessor has said, in the first year Bristol-Myers would get a tax rebate on the E-F Node alone of \$103,000 and that is without regard to the improvement to the parking lot. That is \$103,000 for the first year but it is a seven year contract with mill rate increases and you throw in the increased value of the parking lot, \$750,000 over seven years is a pretty realistic figure. In the newspaper some councilors have said that giving this money back to Bristol-Myers is the honorable thing to do; at least that was the suggestion that is sort of dishonorable to try to hold on to this money; the honorable thing to do is to give it back. Some have suggested that if we say that we won't give it back but that we are going to hold onto it and fight for it and we don't go along with the Town Attorney's recommendation, that is just being negative, councilman Parisi said that. I want to say, no, no, no, to Bristol-Myers, you are not getting the money. If that is being characterized as being negative, the opposite of that is being positive, yes, yes, yes, let's give it back, that is being positive. Well, I am taking the no position, I want to hold on to the money on behalf of all the taxpayers who would have to make it up if we did give it back. There was another comment in the paper that if we try to hold onto this money and try to defend the Town's right to it, that's being, ick, liberal, we don't want to do that. The better approach is the conservative approach, giving it over, signing the contract, letting them have every dime without a fight. The best approach is a 9-0 vote to say no. If Bristol-Myers wants to bring a lawsuit, we prepare a case, compile all the evidence in our favor and we take it to trial and we win. That is what I think is in Wallingford's best interest and that's what I think we should do.

Mr. Farrell stated, I will probably frustrate my colleagues on both sides of the aisle this evening with my position. I am not going to vote for the motion to deny. I am not going to vote for the motion to approve. The reason I will not vote for the motion to approve is that, for myself, I find the language that is in what is a twenty-year old agreement murky. It talks about "a construction project" and regrettably, it does not have a definition such that really goes on to define what "a construction project" is. Some argue that it is simple as it appears, Jerry. I tend to think that an agreement of this sort is not so transparently simple. Again, we have had all sorts of facts alleged this evening that make it apparent that it is a little more than just simple. My position is, if it is murky, I would prefer to err on the side of the smaller taxpayer. Certainly by signing this agreement, we would be lessening the amount of tax that Bristol-Myers would pay and arguably increasing what the residential taxpayer would have to pay. That is something that concerns me. At the same time I don't think a motion to deny is appropriate in this circumstance. That we do have to look at the fact that this is one of the Town's largest taxpayers. If the information that I have been given is correct, they have the ability to continue to expand their facility three-fold. Obviously, if they were to expand, that continues to bring additional revenue into the Town coffers which is helpful to the small residential taxpayer. I am not interested in sending an antagonistic message out to Bristol-Myers. I want to side on the side of the little guy. I don't want to sign an agreement that I think is murky and that better definitions should have been put to. I did ask on several occasions who

was the drafter of this because usually it is the drafter who a mistake is held against. I never got a clear answer on that. Again, I know I will frustrate my colleagues on both sides of the aisle but I think that is the most consistent position that I can take this evening.

Vincent Avallone, 1 Ashford Court asked Mr. Farrell to explain his position for he didn't quite understand it.

Mr. Farrell stated that he is going to vote no on both denying and approving the agreement. His premise is that he is not going to vote to approve it but neither does he feel that a motion to deny is necessary. If a majority of the council voted no, in effect the agreement is dead at this point. I see a motion to deny as superfluous and I don't particularly think it is needed.

Mr. Avallone stated that what he is saying is not to be interpreted as being argumentative but he recalled Mr. Farrell stating that he wanted to vote on the side of the little guy. He asked Mr. Farrell to explain what he meant by the statement because he is interpreting Mr. Farrell's remarks to mean that he is not voting against Bristol-Myers; Mr. Farrell doesn't think Bristol-Myers should pay the money. How does Mr. Farrell's position help the little guy? If Mr. Farrell wanted to help the little guy then the little guy's exposure to tax liability would be decreased if someone else (business) pays their taxes.

Mr. Farrell stated that he sees both sides of the issue; there is a legitimate argument to be made that the council should deny the agreement for Bristol-Myers hasn't reached the level where they are entitled to the abatement. By not approving the agreement, the council is not shifting the tax burden onto the smaller taxpayer. He does keep in mind the argument that many of his colleagues to his right are going to make; if you want to send a message "go away, we don't want you here, we don't want your tax dollars" the Town would certainly not be encouraging them to build further. Their building further is a benefit to the little guy because it is adding to the Grand List. He hoped that Bristol-Myers would continue to build but, then again, he did not want to give away something that he did not feel they were entitled to at this point.

Mr. Avallone asked Mr. Farrell if he thought it was a natural consequence that if Bristol-Myers has to pay the taxes that they won't expand?

Mr. Farrell answered, no. I am just saying that I don't think I have to vote yes on a motion to deny to, in effect, say no to approving the agreement.

Mr. Avallone thought Mr. Farrell's position was "on the fence" of not making a decision. He felt that Mr. Farrell should make a clear decision, either Bristol-Myers should pay or should not pay.

Mr. Farrell stated that he feels very strongly that he does not want to get into some antagonistic battle that makes Bristol-Myers feel unwelcome here. In the past they have sued us over their

assessments. If they were to sue us over this, it is part of doing business for them. It is part of the cost of doing business. But I don't want to send a message "don't continue to think of Wallingford as your base of operation."

Mr. Avallone asked, if you felt that it was two projects instead of one and that it would be the basis of a good legal argument, to deny Bristol-Myers their tax abatement, would you still take the position that you wouldn't vote against the tax abatement because it might upset them?

Mr. Farrell answered, it is hard to say because the facts are all over the place in this thing. I found it very difficult to follow what the sequence was and what parking lots were connected with which building, There is plenty to be said on both sides.

Wes Lube, 15 Montowese Trail stated that everyone has had to listen to a long list of facts without anticipating the current action. Bristol-Myers seems to have indicated in the past that they regarded this as two separate projects. In executive session the council most likely heard the pros and cons of taking action. A long list of cons have been discussed but he is awaiting the list of pros. When the Chairman asked for comments from the council, everyone sat on their hands. If the council is intending to vote in support of the....

Hank Toman interrupted the speaker for a point of order, stating that he did not feel that the comment was appropriate. He stated, we have two motions; first a motion to deny and that doesn't mean that we are sitting on our hands. Some of us may be waiting for the second motion to discuss this.

Mr. Lube was encouraged by Mr. Toman's statement.

Chairman Parisi pointed out that a statement such as Mr. Lube made does not contribute to the dialogue. If you have something to put forth, Mr. Lube, please do; something that maybe we should consider, he stated.

Mr. Lube stated that some councilors said that the Town should be in a mode that encourages and fosters industry and business and he agrees with that thinking, conditionally. He does not agree that dollars, alone, should be the sole criteria. Not too long ago the Town told a very substantial taxpayer of this town who wanted to do something over on the northeast section that we didn't care how much income the business would generate, we don't want it. There is a terrible trend today amongst big business. Bristol-Myers is in the process of defending a lawsuit from a very legitimate complainant because the complainant thinks they can prove that Bristol-Myers is paying another chemical company to not produce a generic of one of the drugs that Bristol-Myers' patent has expired. If this is the attitude of this company, Mr. Lube stated, the Town should not bend over to try to encourage that attitude. We want Bristol-Myers, we want them to expand, but we want them to do it as legitimate businesspeople. As a senior being more conscious of drugs in his life and the lives of his peers, he very much resents what they

are attempting to do and hoped that the council will have very strong reasons why they think the town should grant the abatement.

Jack Agosta, 505 Church Street, Yalesville stated that the only information the public has been exposed to before this evening has been what they have read in the newspaper. This evening the public has heard only the downside of not granting the abatement. The Mayor stated in the newspaper that "it was the honorable thing to do." Janis Small said that she thought it was the best thing to do. Someone else said that we are driving big business out of the state of CT. He did not think that Bristol-Myers was going to be driven out of town by this issue. They have a massive building and do a massive amount of business. The Town should at least try and debate the issue with Bristol-Myers and if we lose, we lose. Bristol-Myers is not going to be insulted by the Town's action. The relationship with Bristol-Myers will not change with the Town. The taxes for most people in this town went up quite high and to give a tax abatement to a corporation when there is a possibility that we don't have to is very unfair. There should not be no votes. Mr. Farrell should take a stand. Councilors should not be influenced by someone else. The public should know that you gave a large corporation a tax break when you didn't have to and you didn't give the taxpayers of this town a break.

Pasquale Melillo, 15 Haller Place, Yalesville did not buy the argument that if we don't give Bristol-Myers their tax break they will go elsewhere. The little guy will pay more taxes if they are given the tax abatement. Towns and cities should not cave in to these big businesses. With all the money they have invested in their buildings, haven't gotten their property just the way they wanted it, the highly-skilled labor force they employ...he does not believe the company will move away if they don't get the tax break. It is evident that the tax abatement will pass just by looking at the council, the mood is evident. Senior citizens are suffering to survive and local, state and federal politicians don't seem to give a damn. It is not one project and the abatement should not be taxed.

Mr. Knight stated, I did some research as well. Today, I spent an hour over at Bristol-Myers Squibb talking with people there about this project. I came away very satisfied that the two elements of the project were inter-related and that they can and do make a very good case that \$15 million was spent on a major project and thus they are qualified for this tax abatement. I did more research on the project and I think it is important to put this on the table as well. We are not talking about a faceless, corporation looting and plundering our state. We are talking about a premiere research and manufacturing operation that, due to some incredible foresight and incredible and political courage, back in 1983 has decided to...locate in Wallingford, CT. I wanted to see in my research just what the impact on this community has been. I can't measure it all because I don't know how many people work at Bristol-Myers and live in Wallingford. I don't have full scope of all the ancillary benefits that they provide the Town of Wallingford such as scholarships and internships, etc., which they do just because they want to build a good corporate image, obviously, but they do it just the same. I did want to see what the impact has been to Wallingford so I asked the Tax Office for some information. Since 1986

through the year 2000, this company has written checks in excess of \$35 million to the Town. I have heard a lot of talk this evening about the little guy and there are a lot of us little guys in Wallingford and there is this one big guy and this one big guy is helping out all of us little guys. This one taxpayer, last year, paid \$3,237,000 in taxes to this town alone. We have a budget of roughly just over \$100 million. That one taxpayer pays over 3% of the entire town budget. This is a phenomenal investment in this town. I want to encourage it. I did find one other thing I was told by Bristol-Myers people today because I specifically asked for this information; what other projects has this company embarked on since they first built in Wallingford? They presented me with a list of 6, 7, or 8 different projects, the total of which is \$25,500,000. for which they have never once come close to the threshold of the tax abatement that this town agreed to back in 1983. We are here to discuss whether or not this company which has... become a tremendous asset to the community. Whether or not we can look upon another \$15 million in investment and look upon that favorably, I think we can. The time lines, the inter-relationship between having another 120 employees and needing more parking spaces is fairly obvious to me. Of course, I am looking at it from the viewpoint of somebody who is enthusiastic that there is a company that wants to locate in CT. My second point is, I work in the freight industry and have done so for thirty years; the last twenty in CT. As someone who works in this industry, I have a real bird's eye view of the economy of this state. I don't care what the politicians in Hartford tell ya, we are in trouble. They are whistling past the graveyard. This has become... one of the most hostile business environments in the country. Every month that I have been in CT. since 1980, I have seen companies move out of this state because they finally have had enough and other states, conversely, can't get enough industry and, yes, we are competing with other states. We claim that we want to be competitive and we will be competitive, "you come and see us", we have an Economic Development department and we spend \$50,000 - \$100,000 a year saying, "come to Wallingford, come to Wallingford, come to Wallingford." This is where the rubber meets the road. We can talk talk like the politicians in Hartford do. We can talk a good game about how much; we can put in pretty ads in magazines and we can talk, and talk and talk of how much we want the industry but then we turn around and say, "nah, sue us. You want this benefit? Sue us." That speaks volumes to potential economic people who want to come in to this community and perhaps check us out to see if, indeed, we are a good host community, that we will treat a large business organization as the valuable asset that it is. Or will we set up an antagonistic skeptical relationship between the large taxpayers in this community and town government. I have been a ground floor observer of the disintegration of our economic base in the state of CT. When I entered elected office, I vowed to myself that I was not going to be party in my small way to continuing this destruction. I asked Bristol-Myers, how much more room do they have and what is the potential expansion? If there is no room or opportunity for the company to grow in the space that they have got, then maybe we can say they are captive, we might as well go after everything that we can get, that is an attitude we can take. They told me that they could add another 1 million square feet of facilities. I think that if there is that potential, I think we owe it to the little guy that we have been referring to all night to make sure this big guy keeps helping him pay his taxes. That is why I support signing this agreement and I will not support denying that.

Ms. Papale stated, I was on the Town Council at the time Bristol-Myers announced that they were coming to town in 1983. I remember the public hearing that was held at Dag Hammarskjold School because the town hall was not large enough to hold the crowd that appeared. The Mayor at the time was pushing for Bristol-Myers to be able to come to Town to get the seven year tax abatement. It was not a unanimous vote, but it did go through. It wasn't along party lines because the democrats held the majority and not all the democrats voted in favor of it. We were booed and stomped on. To think that we would let a company come into Wallingford, CT and give them these tax abatements. Seven years without taxes and then paying a smaller percentage? I remember wondering if I did the right thing. I still do now when I make a vote. You often wonder how it is going to appeal to the public. Now as I drive up that road when I travel to Durham...I look over to Bristol-Myers and I think it is the most beautiful establishment we have in the Town of Wallingford. They are the top taxpayer in the Town. I have been invited every year and have gone to mostly all of the twenty-six years that I have been on the council to Bristol-Myers in the middle of July where they present these nice scholarships to the students of Wallingford so that they can spend the summer at Choate Rosemary Hall or at Yale to study medicine and science. I am very familiar with the many things they sponsor in the Town; I know it is a lot of money. They have done so much for the Town and will continue to do so much for the Town but that wasn't really what I was voting on. I was voting on this major construction project, was it a one-time deal or two-time deal? For the amount of money and maybe I am naïve in a lot of things but I am thinking, for the amount of money that they would gain if they made this one \$15 million project as far as their taxes are concerned, I could not imagine that happening with the amount of money that they give back to us. Bristol-Myers gives back so much more back to the town, I believe, than the amount of money that they would be saving and Mr. Brodinsky came up with an amount and I don't have that same amount and I don't think we have to go into a discussion on that. The amount that I saw they would be saving was a lot less than what Mr. Brodinsky showed us. After much discussion to myself and in my mind and after talking to people...it took a while to get this across to me about the parking; how they were told they needed more parking and that changed their mind from the parking lot to the garage; whatever, I am going to really, in my mind, hope that I am believing the right way by saying that this is a major construction cost that has been \$15 million even though it may be in two different parts. I will be voting to not deny it. I will be voting to go with Bristol-Myers on this.

Mr. Toman asked the Town Attorney, what is your definition of a "construction project?" Do you think that definition fits these circumstances in that this is actually one project totaling more than \$15 million and not two or three or four or five separate projects?

Atty. Small answered, the agreement defines "major construction project" and it states that a major construction project shall mean a construction project of real property in excess of \$15 million. When you go through the history as others have done and maybe I will go through it myself, the first parking garage was approved in 1998 and the approval was based upon Bristol-

Myers' position that their current parking needs were inadequate to meet what they currently had and they also anticipated that over the next two years there would be an increase in the number of employees. They then applied for the E-F node and during the course of the E-F node questions were raised about the parking. While they didn't for the special permit request ask for additional parking and it was not required, Linda Bush, and the traffic consultant, raised the issue of parking not being adequate; when would the new garage be built? Even without new employees parking at Bristol-Myers was, in fact, very tight. Bristol-Myers' initial response was that the garage was enough for the added parking. The traffic engineer although raised concerns as to whether or not there was, in fact, adequate parking on the property. At the time they had a temporary gravel lot which they used which, for purposes of constructing the E-F node would have to be shut down for that construction. They also said because Linda Bush and the traffic engineer were pushing the issue, they said that construction of additional parking facilities would be under review. They then came back and applied for the special permit for the parking lot that they built and it is, in part, used for the 120 new employees of the E-F node and as it was stated earlier, they agreed to rescind the approval for the garage. The new parking was going to be, in part, for the people who worked in the E-F node. I went through all of the Planning & Zoning files and I also went through the building permits and the construction of both the E-F node and the parking lot occurred during the same course of time. You don't take a building permit out for a parking lot but there are permits that address the lighting and what not. It was under construction during the same period of time. The contract does not say that if you get two separate approvals at Planning & Zoning, that means that it is two separate projects. It doesn't say that. At the same time we are all saying that this is pretty simple language but we have apparently interpreted it quite differently. It says, "a construction project of real property in excess of \$15 million." They built the E-F node and the parking lot which is related, in part, to the E-F node new employees during the same course of time. It seems to me that it meets the definition of a major construction project.

Mr. Toman asked, what you are saying then is that there is no limitation in the agreement as to how to combine projects and for what?

Atty. Small answered, yes. It does not say that if you get two separate approvals it is two separate projects. It doesn't even say that they have to be related. It doesn't say that. I looked up the definition of the word "project" in the dictionary to get some assistance on it. "Project" is, according to the dictionary, an undertaking. An undertaking can have more than one component.

Mr. Toman stated, we have a school renovation project. I have lost count of the components and elements of that project because they keep coming up; they are added; shifting, and I think to deny that kind of dynamic to Bristol-Myers, our top taxpayer and good corporate citizen; to deny them also that kind of flexibility and right to change things as long as they're meeting a certain appearance of coordination of these projects. Why there has to be one project when we all know that a project contains multiple elements is a little surprising to me.

Atty. Small stated, as it was pointed out, Bristol-Myers is always doing something. They are always putting money into that property and they haven't lumped stuff together to come with another \$15 million. Here is an example where they say that they are building the E-F node and the parking lot; we closed this other parking lot so that we could build this node and we are not putting the garage in, this is a construction project.

Mr. Toman stated, I must say that I am very troubled with what I thought I heard from the left, especially from Mr. Brodinsky. It seems to me that there is a pitting of the property taxpayer, the so-called "little guy" against the corporate tax base led by Bristol-Myers. I don't think this is healthy for this town to go out and pit one against the other. This is a joint, cooperative effort. Everybody on this council, no matter what we say or how we vote, cares for the "little guy", the property taxpayer. We also are darned happy that we have big corporate giants like Bristol-Myers who are so concerned about this community that they fund scholarships, symphony orchestras, employ people and they give them wonderful facilities to put their children in; vans to go from all reaches of their parking lot; this is a good corporate citizen for both the Town and for its employees and I think it is wrong to try to pit the property taxpayer against the corporate taxpayer. I just don't think it is good for that atmosphere of this town. We heard from Janis Small who has done extensive work in this multiple project and we have heard that it fits the definition and that is good enough for me and I am going to vote for its approval.

Chairman Parisi called for further comments from the council. No comments were offered at this time on this motion.

Pasquale Melillo, 15 Haller Place, Yalesville asked if the public was going to be allowed to comment?

Chairman Parisi answered, you have had your discussion. We are with the council...

Mr. Melillo stated, proportionate-wise, Bristol-Myers pays less taxes than all the homeowners. Chairman Parisi reminded Mr. Melillo that he was given ample time and now it is the council's turn. We are going with the vote now. We have been very generous with our time. He asked for a reading of the motion at this time.

Vincent Avallone, 1 Ashford Court asked for a point of order.

Mr. Toman asked for a point of order stating, I don't think you should accept any more public comments.

Mr. Avallone, 1 Ashford Court approached the microphone to speak.

Mr. Toman stated, state your name, please and your address.

Mr. Vumbaco asked, who is running the meeting, Mr. Chairman?

Chairman Parisi stated, let's calm down gentlemen. We have done very nicely so far. Mr. Avallone, I didn't allow Mr. Melillo to speak.

Mr. Avallone replied, I don't want to make a statement about any issue, I am just trying to get a point, or whatever you want to call it. Before when people were talking after the motion was made, Councilman Farrell made a statement. I was allowed to come up and respond to Councilman Farrell. Now after other council people speak, are we allowed to speak after...

Chairman Parisi answered, no. I think we are finished with the public end of this, that is why we came back to the council and had council statements. We are going to vote on this motion.

Mr. Avallone asked, I am trying to figure out when the public can come up and speak. A motion was made and seconded. Councilman Farrell made a comment and you allowed the public to come up and ask questions after Councilman Farrell spoke. Now, is he the only councilman that the public can come up and speak or no? I am only trying to find out what the rules are?

Mayor Dickinson explained, you asked the council for comments and no other council person wanted to make comments. You (Chairman Parisi) said, "are there comments from the public?" It went out to the public. The public had their comments and then it went back to the council.

Mr. Avallone asked, so then after a council person speaks you can't comment?

Chairman Parisi explained, we went to the public, we had the council speak, the public spoke, it came back to the council and now we are going to vote. That is our procedure and, as far as I know, I am pretty sure that is the procedure I follow most of the time.

Mr. Avallone asked, what is the difference of Councilman Farrell speaks after a motion is made? He spoke.

Chairman Parisi explained, and everyone else had the opportunity; all the councilors did.

Mr. Avallone answered, no they didn't. After I came up and spoke to Councilman Farrell, wasn't there another councilor...

Chairman Parisi explained, that was your statement. That was it. You asked him questions and I allowed you to and that was the end of it.

Mr. Avallone answered, right but then another council person spoke. Did a council person speak after Councilman Farrell spoke? Was there another statement made after Councilman Farrell spoke? That is my question, did they?

Chairman Parisi explained, we finished with the public and then came back to the council. I asked for public comments and there were no more.

Mr. Avallone answered, that is not true. Did Steve (Knight) speak after Councilman Farrell spoke?

Chairman Parisi answered, yes.

Mr. Avallone stated, and I spoke after Councilman Farrell, is that correct? So the council wasn't shut off. The council was through speaking after Councilman Farrell spoke, is that correct?

Chairman Parisi answered, the public was finished speaking, yes. Mr. Lubeer got up and had a statement; Mr. Melillo got up and had an extensive statement and then I asked for council comments. I made one, Mr. Toman made one and Ms. Papale.

Ms. Papale explained, our Chairman asked for the council to speak and Mr. Vumbaco spoke, Mr. Brodinsky and then Mr. Farrell. Then nobody else up here wanted to speak then, we weren't ready to make comments so he went to the public and that is when you came up and you asked questions. Then Mr. Lubeer spoke...all four gentleman spoke and then all four were done and Mr. Parisi came back and said, "are there any other comments from the council?" and that is when Mr. Knight spoke and I spoke and Mr. Toman. Then we were going to vote on the motion. That is what happened.

Mr. Avallone asked, if the council people don't want to have the public address anything that they might say, you ask the council if they have anything to say, they say no, then you ask the public if they want to speak, they speak and then it goes back to the council and the public can't speak anymore. To avoid any questions by the public, the council should all the time just keep quiet, wait until it goes out to the public and then come back and say whatever they want to say and the public cannot respond anymore. If that is the procedure, that is fine. I don't agree with it, but I will live with that.

Ms. Papale stated, I wait most of the time until after the public speaks because I never know when someone in the public may make a comment that could change my whole thought of how I am going to vote. That is why I wait and I don't want to get into discussion. I am trying to be fair.

Mr. Avallone asked, if, after all of you just spoke, if the public had a question on something you said; they didn't understand what you said or they wanted to question you on your logic as you stated it because you gave a reason as to why you were going to vote against the proposal. What you are saying is that the public cannot ask you a question.

Chairman Parisi answered, no. I think what we are saying is that is the procedure we usually follow and if we went back and forth, we could be here some nights until 4:00 a.m. if we didn't have a little order and structure to the meeting. That is why we have the basic procedure that we have. At times there may be some alterations. I am not going to say that it is cast in cement but we try to stay as close to it as we can.

Mr. Avallone stated, I am glad that I had the opportunity to ask Mr. Farrell a question and I wish I had the opportunity to ask some of the other people a question after they stated their logic for the way they were going to vote. Thank you.

Town Clerk Rosemary Rascati repeated the motion as follows: the Town Council denies approval of the Tax Assessment Agreement as Covering E-F Node addition between the Town of Wallingford and Bristol-Myers Squibb Company.

Chairman Parisi stated, for clarification purposes, a yes is to deny and a no is to not deny the approval.

VOTE: Brodinsky and Vumbaco, aye; all others, nay; motion failed.

Motion was made by Mr. Knight to Approve the Tax Assessment Agreement as Covering E-F Node Addition Between the Town of Wallingford and Bristol-Myers Squibb, Co., seconded by Mr. Toman.

Mr. Brodinsky stated, Bristol-Myers has knocked on the taxpayers' door and it appears as though the Council is pretty good at giving away other people's money. The issue is not pitting taxpayers against a big taxpayer; not pitting the little guy against the big guy. The issue is whether there is an appearance of favoritism or, on the other hand, are we paying this money because there is a clear legal obligation. Let's look at some comments made first by Mr. Knight and then by Mr. Toman. Some of the comments Mr. Knight made, I agree with. They are irrelevant, but I agree with them. He said that the E-F Node and the parking lot are inter-related. The heart is inter-related with the brain but they are not the same organ. It is not one organ. Everything is inter-related, depending on what kind of a global view you look at. United States is inter-related with China; trade, tourism. It doesn't mean we are one country, we are two. The legal test is not inter-relationship. Mr. Knight said that Bristol-Myers had incredible foresight and courage, maybe they did and maybe they didn't. I will concede the point; maybe they had incredible foresight and courage. Does that give us the right to give away taxpayer dollars. Is that the test? If it is, everyone with incredible foresight and

incredible courage please step forward, we are going to give you a tax break. That seems to be the gist of the argument. Councilman Knight said that Bristol-Myers had a very positive impact on the community, internships, scholarships, he cited and, for the purpose of argument, let's agree with that. Is that enough to give them a contractual legal right to this money? Is that enough to say, yep, you get the money? If that is the case, everyone who has had a favorable impact on the community, step forward and you get a tax break. The difference is, Bristol-Myers is the big guy. Is there an appearance that we are favoring the big guy not because we are legally obligated to do so, but because we like them. I guard our taxpayer's dollars a little more jealously than some of the others. I say, if you are not entitled to it; you may be great; you may be nice; you may have a favorable impact on the community; you may be a big taxpayer; you may be all of those things, but are you legally entitled to the money? This is business, not favoritism. To turn doing business in a business-like fashion, at arms length, to turn that into some sort of bad characteristic, I think sends the wrong message. Send a message that we are business-like. If you are entitled to a tax break, you get it. If you are not entitled to a tax break, don't ask for one. If you are a real big corporation and you...have big law firms working for you, you ought to know how to draft a contract or negotiate a contract that clearly entitles you to a tax break in the event you have separate construction projects. It could have been done a lot of ways; if you spend \$15 million within a 24 month period; if you spend \$15 million in a 12 month period. You could say that if you complete two projects within an 18 month period...there are a lot of ways you could do it. Bristol-Myers didn't protect their rights so now we are supposed to say that they didn't do a very good job drafting and negotiating your contract Bristol-Myers but your such a great company; a nice guy; you have courage; you have foresight; you help the community so we are going to give it to you even though you are not entitled to it. That is not the way I want Wallingford to do business. That is the way others want Wallingford to do business, but the way I want Wallingford to do business. Councilman Knight went on...a lot of them were true. He said that Bristol-Myers made a phenomenal investment in the town; they had 6-8 projects costing \$25 million, that may be true, I don't know. He said that they were a tremendous asset, that may be true. The point is, is that the test? Is that why we are doing this? If we want to give a big taxpayer a tax break, then let's just be honest about it. Instead of dragging out this tax abatement contract and squeezing the facts into it, let's be honest that we want to Bristol-Myers a favor, they have been a good citizen, we will make a special deal now. There was a comment by Councilman Knight that by Wallingford doing business...meaning that we collect every tax dollar we are entitled to, we are creating a hostile environment. That seemed to be the suggestion. I don't think that is true. When people come into town and they expand, they know they are going to have to pay taxes on their improvements. By the Town sending out a tax bill, I am sorry, that is not creating a hostile environment. By sending out the message that the Wallingford Town Council and the Administration of the Town has some business savvy and you are not going to get anything out of us you are not entitled to, we are sending a message that we are business-like. We are not sending a message that we are antagonistic. If you are not entitled to it, you don't get it. If you are entitled to it, you do get it. But you are not going to get it just because you are a good corporate citizen. Making comments that you get a benefit because you are a good corporate

citizen, that in and of itself makes the little guy feel uncomfortable. The little guy will say, I'm a good citizen in town but I can't get a tax break. When you start giving away money because people are big and you say that they are good corporate citizens, that is what begins to divide the community. It separates the classes; the big guys can get it because they are bigger. The little guy can't get it because they are not big enough. Councilman Knight said that somehow our insisting on our tax dollars will contribute to the disintegration of the economic base for the sake of \$100,000. a year. I don't think the economic base of CT. is going to fall through and I don't think the economic base of Wallingford is going to fall through. If anyone believes that Bristol-Myers is going to pick up and leave because we are insisting on this, give me one shred of evidence, one fact, anything that tends to prove that, otherwise it is just a panic tactic; "if we collect our money, they are going to leave." Says, who? What do you have that says they are going to leave? Of course, they are not going to leave, who are you trying to fool? They are going to leave town because we are collecting our taxes? I don't think so. Some do, but I don't think so. Councilman Toman reflected some of the thoughts of Councilman Knight that this is a good corporate citizen therefore we should look at them favorably. I look at them favorably, I am just not willing to give them something that they are not entitled to. We should not approve of this agreement. While the others were talking, I happened to find two other documents in my file. One is a letter from the project manager of Bristol-Myers Squibb, Mr. Leonard Corso, November 2001. He is the project manager. It refers to the "above project" which is the parking lot, not the parking lot and E-F Node. This is how Bristol-Myers viewed its own construction. Is this admissible evidence? You bet it is. You go to court, you put this into evidence. This is admission against Bristol-Myers, this helps us win the case. How can you discount this? They discount it by saying, this is all irrelevant. Bristol-Myers is a good corporate citizen. When Councilman Knight went through his facts did he talk about evidence, things that would help Wallingford hold onto its money? No, he just talked about how good Bristol-Myers was. A second document signed by a different project manager, Mr. Arthur G. Johnson, URS Corporation says "this project" which was also the parking facility and had nothing to do with the E-F Node. There is all kinds of stuff out there, we just have to have the will to compile the evidence that will Wallingford enforce its right to collect taxes. That is the issue.

Mr. Vumbaco stated, I have sat back and listened to all the arguments that were presented tonight and I am still not convinced. I appreciate Bristol-Myers, "the big guy" as they are called. I appreciate all they do for Wallingford but let's not lose sight of the fact that a lot of times they do these things, not out of the goodness of their heart, but for reasons that they get returns like we are offering them tonight. I don't buy the argument one bit that they will go away if we don't give them this tax break. They still built after we were in tax court with them and I don't have the numbers with me right now but I think Atty. Small did an outstanding job of challenging Bristol-Myers during the assessment. Can you (Atty. Small) give us a round about figure of what the dollar figure was that we got versus what Bristol-Myers was offering?

Atty. Small answered, we were disputing \$50 million worth of value.

Mr. Vumbaco stated, I am assuming that was over \$100,000?

Atty. Small answered, yes.

Mr. Vumbaco continued, they did not walk away when we won that lawsuit. They did not walk away when we were in court and negotiating. They did not threaten to leave. They still continued to build. They added four more projects while they were in court with us. To use the argument that if we do not grant them this tax abatement that they are going to walk away from Wallingford; I don't buy it and I don't agree with it. They didn't do it before when a lot more money was at stake; they are not going to do it now. I don't agree with this. I think if they deserve it, I would be 100% behind it. Personally, I don't think they deserve it and personally I don't think we should be giving it to them.

Mr. Toman stated, sometimes I think they are not listening. There are no limitations on the agreement, on how to combine the projects and for what. In court, I think a judge would look at this and say, how can you read their minds? They have a right to combine these things in a project. I don't think that because we are saying that they are a good guy, a good corporate citizen, that we should do this. This is an element to it, sure, but it is not of the main reasons. It is a reason because they have been such a good citizen. When you listen to Mr. Brodinsky's comments, you wouldn't think they were a Wallingford resident or taxpayer. They have been a good corporate citizen so maybe the benefit of the doubt should be given. I would like to say, I have heard this several times, I guess it is a scare, that supposedly one of us made, I'm not sure which one, that if we don't do this Bristol-Myers will walk away. We have heard this big building with \$150 million or whatever it cost, and its resources will keep them here. Let me remind everybody on this council something and this comes from 28 years in the securities business....that we are in the age of mega-mergers and right now Bristol-Myers is being touted as a takeover candidate. If, for example and I will just pull down a name, Merck were to takeover Bristol-Myers, if you think that is a big facility, you should see Merck's. Or what if some of these mega outfits in Europe were to take over Bristol-Myers? I can tell you that if they think it is important for their bottom line, that facility would be a warehouse. Don't think that what we do here tonight is going to force some corporate manager's hand in Europe or Merck or some other places, but it does set a record. Don't think it can't happen because it sure can.

Jack Agosta, 505 Church Street, Yalesville stated, the last time I heard something like that it was Roosevelt who said, "the only thing we have to fear is fear itself." That's what we are doing, fearing if Bristol-Myers is going to move out, merge, make a warehouse out of the place, go out of business. You've got to be kidding. Bristol-Myers Squibb is making so much money. That is nonsense. Being nice guys; nice guys. I have a friend who just took out a building permit for the inside of his house. I am going to tell him to come up to town hall and ask for a break because he is a good citizen; a great citizen. You are taking care of someone who doesn't

need it. When Bristol-Myers donates, it is a tax write-off and you know it. They spend millions of dollars for advertising and it is a tax write-off. If they a good corporate citizen, fine. They are a good company, I like them. They have a beautiful plant up there and are an asset to the town but it has nothing to do with how much taxes they owe us. They have to pay their taxes they are supposed to pay. If Atty. Small doesn't want to fight it in court and the Mayor wants to do the honorable thing, then give it away to them. You made up your mind before, no matter what anybody says. The stamp was put there.

Chairman Parisi stated, I think that statement backfired a short time ago; making up your mind ahead of time.

Pasquale Melillo, 15 Haller Place, Yalesville stated the proportionate-wise, Bristol-Myers pays far less taxes than the rest of the taxpayers – homeowners. He asked the Town Attorney to under the lawsuit involving Bristol-Myers and a generic drug company.

Mr. Knight stated, maybe I misspoke or maybe Mr. Brodinsky misunderstood me. When I talked about courage, I talked about political courage. I talked about the political courage that Iris referred to in 1983 when it wasn't all that popular to do what, in a big way, what we are doing in a little way tonight. That is, abate taxes in order to either attract this large installation or for us to maintain this large installation as a taxpayer. It is being mischaracterized as favoritism. I resent that because I think there is a legitimate argument to be made on our side. Referring to is as pure corporate favoritism is misleading and a mischaracterization. I think it is important to remember that they did invest \$15 million in this community and what we are voting on is whether they are entitled, not that we are giving away. The fact is that we have an agreement that we made with this company seventeen or eighteen years ago and some of us thing we should live up to it. We are not making some special give-away to Bristol-Myers Squibb, that is another mischaracterization. We are suggesting that they have a legitimate right to this tax abatement because we said they could have it eighteen years ago. That is why I am going to vote for this motion.

Ms. Doherty stated, after much discussion, the issue still remains that same; whether Bristol-Myers constructed one or two construction projects. From all the information that we have received and that has been presented to us tonight, it is my opinion that it is one project and that is why I will vote for this.

Chairman Parisi stated, some of the councilors made compelling arguments in defense of the taxpayer. The phrases used are clever and, in my opinion, are designed to be popular with the public. But I guess we have all done that at one time or another. Certainly all councilors like to believe that they act in defense of the taxpayer however, there are other considerations that must be weighed. One primary consideration is fairness and equitable treatment. Whether Bristol-Myers is wealthy or not, they have a right and we are obligated to treat them with the same fairness that we reserve for all the taxpayers. They are a taxpayer and a very large one. I put

the issue to the agreement that was signed, the very agreement that brought Bristol-Myers to Wallingford. This is what I term a tough vote, eventually unpopular but, in my view, the correct decision. In public service officials are, at times, required to step up to the plate and do what is, in my opinion, the right thing, the fair thing, the credible thing. I will vote in favor of the motion as presented.

VOTE: Brodinsky, Farrell & Vumbaco, no; all others, aye; motion duly carried

WAIVER OF RULE V

Motion was made by Mr. Knight to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Naming an Appointee to the Committee on Aging, seconded by Ms. Doherty.

VOTE: All ayes; motion duly carried.

Motion was made by Mr. Knight to Appoint Joseph Cretella to the Committee on Aging, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

Motion was made by Mr. Farrell to Adjourn the Meeting, seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.

There being no further business the meeting adjourned at 11:50 P.M.

Meeting recorded and transcribed by:

Kathryn F. Zandri
Town Council Secretary

Approved by:

Robert F. Parisi, Chairman

Date

Rosemary A. Rascati, Town Clerk

Date



OFFICE OF THE MAYOR
TOWN OF WALLINGFORD
CONNECTICUT

WILLIAM W. DICKINSON, JR.
MAYOR

June 3, 2002

Wallingford Town Council
Wallingford, CT 06492

ATTN: Robert F. Parisi, Chairman

Dear Council Members:

As part of the annual public bid waiver, please include the businesses which sell hardware. We have attempted to bid hardware items in the past and have not received any response. We have tried to include all of the hardware businesses in a bid waiver to allow departments to purchase what they need in an efficient fashion.

Sears
Fazzino's
Home Depot
Kamco/Colony Corp

Thank you.

Sincerely,

William W. Dickinson, Jr.
Mayor

jms