

TOWN OF WALLINGFORD, CONNECTICUT

TOWN COUNCIL MEETING

October 11, 2005

6:30 P.M.

MINUTES

The following is a record of the minutes made of the Wallingford Town Council at its regular meeting held on Tuesday, October 11, 2005, in the Robert Earley Auditorium of the Wallingford Town Hall. Town Council Chairman James M. Vumbaco Called the Meeting to Order at 6:40 P.M. Responding present to the Roll Call given by Town Council Secretary Sandra Weekes were Councilors Vincenzo M. Di Natale, Lois Doherty, Gerald E. Farrell, Jr., Stephen W. Knight, Iris F. Papale, Robert F. Parisi, Michael Spiteri, Vincent F. Testa, Jr., and James M. Vumbaco. Mayor William W. Dickinson, Jr., Adam Mantzaris, Corporation Counsel, and James Bowes, Comptroller, were also present.

Chairman Vumbaco asked that the people of Central America, victims of a mudslide, and the people of Pakistan and Kashmir, victims of an earthquake, be remembered in our thoughts and asked for a moment of silence.

1. Pledge of Allegiance and Roll Call
  2. Correspondence – *There was no correspondence.*
  3. Consent Agenda
    - 3a. Consider and Approve Tax Refunds (#211-#249) totaling \$7,905.64 Account # 001-1000-010-1170 - Tax Collector.
    - 3b. Consider and Approve a Budget Amendment in the Amount of \$1,500 to Expenditures Education Acct. # 228-6030-701-7990 and to Revenue Preservation – Town Acct. # 228-1010-020-2030-00 – Town Clerk
    - 3c. Note for the Record Mayoral Transfers - Mayor
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**3d. Note for the Record Anniversary Increases – Mayor**

**Ms. Papale:** I'd like to make a motion to accept the Consent Agenda Items 3a, 3b, 3c and 3d.

**Mr. Farrell:** Second.

**Chairman Vumbaco:** All in favor? Opposed? So moved.

**4. Items Removed from the Consent Agenda - None**

**5. PUBLIC QUESTION AND ANSWER PERIOD**

**Chairman Vumbaco:** Are there any members of the public who wish to speak this evening?

**Wes Lube, 15 Montowese Trail:** *(To the Mayor)* A couple of years ago I asked about the destroyed fence at the entrance to Wallace Park at the fork of the road and at that time you indicated that the risk management department was handling it. The fence has been replaced but one of the two flagpoles was not replaced. Wasn't that covered by the insurance?

**Mayor Dickinson:** I would have to check with Mr. Treiber as to whether that is covered by the insurance and what has occurred. I don't have that answer.

**Henry McCully, Director Public Works:** About a month ago I was given notice to purchase a new pole from that Pennsylvania Globe Company who supplies those items.

**Mr. Lube:** So it's going in.

**Mr. McCully:** Yes.

**Mr. Lube:** Mr. Mayor, when I first asked what those two poles were for, maybe 3 or 4 years ago, you indicated that we were saving them for a special occasion, and I wondered what could be special in the ensuing years that we have never used them. Why did we buy those two flagpoles? Why is the insurance company replacing the damaged pole? What are we going to do with those flagpoles?

**Mayor Dickinson:** At the point that an event is held there, there is the option of using the flagpole. We don't regularly have a flag flying from that pole. It could be used should there be a scheduling of an event

**Mr. Lube:** You associate those poles strictly with park events. I understand. We used to have a chairman in my younger days named Charles Trowbridge who was our Civil Defense Director, I think, if that title is correct. Did anybody ever take his place?

**Mayor Dickinson:** Civil Preparedness Director which may be the same that you are referring to. The post is held by Ernie Frattini.

**Mr. Lube:** Is that a functioning position, do you know?

**Mayor Dickinson:** Yes. Mr. Frattini is active in that position. This summer they held a ham radio operation. I think annually they are supposed to demonstrate their capabilities for communication purposes and they did so at Galko open space, I believe, it was in July. They are active and actively pursuing the improvements to their building which is next to the new Senior Center.

**Mr. Lube:** Yes, I'm familiar with it. It's mostly ham radio from Meriden. In the past two weeks, those of us who subscribe to the Meriden Record received our state guide to emergency preparedness. It was an enclosure in the paper and last weekend we all watched fearful protective steps that were taken in New York because of a potential threat to the subway which never or has yet to materialize. If a dirty bomb had gone off in Manhattan and the prevailing winds being eastbound and we had to take necessary precautions here in Wallingford because we'd be in the center of that cone, I asked my wife what are we supposed to do? And she said, I have no idea. Does the Town have any emergency evacuation set up?

**Mayor Dickinson:** We have an all hazards plan. We actually have several plans that deal with the emergency situations, including hazardous spills. Under those conditions, we would advise those in the path of the hazard...let me state this, the first option is to stay in place, so if it's a cloud of gas of some kind

that will pass on, typically you try to keep people within homes where they are protected. If that is not going to be sufficient protection, then evacuation would be recommended and we would be alerting people of the need to evacuate the community and giving them a direction and encouraging them to leave the community and avoid the problem.

**Mr. Lube:** Unfortunately, the state doesn't think you'll be able to communicate with us through the normal media because of lack of electricity. They advise you to have a battery radio and flashlight batteries and a manual can opener, etc. The point I'm getting at is if a plan does exist for our citizens why are we all in the dark about what we should be doing? Or not doing? No one has ever disseminated an emergency plan for my town as far as I know.

**Mayor Dickinson:** The emergency plans are on file with the Town Clerk's Office.

**Mr. Lube:** We're all supposed to go down and ask to see them?

**Mayor Dickinson:** The response to any situation is going to vary with what the details are. It's not that you can just take a boiler plate and say under all circumstances you do "x".

**Mr. Lube:** Right.

**Mayor Dickinson:** So it's tailored to treat each element. Our Fire Department is the primary first responder and is well advised on all of the aspects of emergency response that are necessary. The Chief is here. I don't know if he wants to speak to any of this. However, the response is the result of what the need is. Our most typical situation might be a truck or a rail turnover or fire and in those instances it's a much smaller part of the community but we would respond to whatever that circumstance might be. If we would have to evacuate the whole town within 15 minutes, that's probably a virtual impossibility. If you have 3 or 4 days, then you can deal with it but if you have 15 minutes to evacuate 43,000 people, that's probably an impossibility. You make the best effort you can but obviously the roads would not handle that kind of volume. That would be an extreme circumstance and we're well aware that could happen. We're hopeful that it

won't but the more likely type of disaster with a hazardous spill or a rail problem, in those instances we do train. We alert our people and have the use of the best equipment that we can make available, and we have plans in place to notify the affected area. If you'd say what if an earthquake would shake the entire town and buildings would fall down everywhere, if we knew 4 days ahead of time that an earthquake would occur, we'd take action but if we don't know, then it will be an entirely different situation and we'll be responding as best we can. There is no way to take a cookie cutter and stamp it and say this is how you respond because in every circumstance, there will be different variables and different directions to take.

**Mr. Lube:** It's very encouraging to hear you say that the first responders are prepared. I really was assuming that to be the case. What I am concerned about are those of us who are not first responders. I am concerned about what my children and my grandchildren as well as my wife and I would do under varying circumstances. I don't know if there is a plan for Plan A or Plan B or Plan C or Plan D, and if A occurs what we are supposed to do, if B occurs what we are supposed to do, etc. I know that there are different extenuating circumstances. That merely means that you have to have a plan for each one and right now as far as my family is concerned, and as far as most of the people in this town, I'm afraid, we have no plan.

**Mayor Dickinson:** You must depend upon the people who are informed to advise you as to the best action to take to protect you and your family.

**Mr. Lube:** How are they going to advise us, sir?

**Mayor Dickinson:** We will be advising through mass media. We will also be advising...

**Mr. Lube:** What mass media? Let's say the electricity is down.

**Mayor Dickinson:** You didn't let me finish. We would also be making every effort to have a door to door notification with vehicles, bull horns, whatever that might be but if all the electricity is down and there is not way to reach everyone, what would you propose is the way to reach them? If there is no way to reach

people, then I'm not aware of any magic that would allow us to reach them if they can't be reached. Now if there's no electricity . . .

**Mr. Lube:** So we do whatever comes to our own minds.

**Mayor Dickinson:** Pardon me, I didn't hear you.

**Mr. Lube:** You are leaving us to do whatever comes to each person's mind. We're going to be like chickens, running in ten different directions.

**Mayor Dickinson:** No, we're not. You're telling me that if there is an emergency of such a nature that there's no way to communicate with everyone, well then, how would you propose to communicate with everyone if there's no way to communicate with everyone.

**Mr. Lube:** We have to know what to do in the event that that happens. We've never been told. Thank you.

**Chairman Vumbaco:** Any other members of the public wish to speak? Hearing none, we'll have #6, please.

**Mr. Testa:** Excuse me, Mr. Chairman, I have a brief question on something in the packet. Would public question and answer by the time to ask it? We received the Wallingford Public Library Association year-end statement, and I needed some clarification. Is this a separate entity or account from the library's normal entry or section on the budget or is this just an audited report of what is spent on the library in the budget. Is a separate association required to report to us?

**Mr. Bowes:** I believe the report that you are looking at is the fiscal activities last fiscal year for the library as a whole. Included in that is the contribution that the Town makes to the budgetary process to the library. The library is a separate taxpayer identification entity, different from the Town. As a matter of fact, there is a line item in there that says 'Town Contribution', a couple of million dollars is part of that. They raise their own funds through donations and things of that nature as well.

**Mr. Testa:** All of that money is still accounted for within the overall budget, correct?

**Mr. Bowes:** No, you mean if someone donates funds to the library to go out and purchase books? No. Just the Town's budgeted allocation that you folks see in the budget process annually.

**Mr. Testa:** Thank you very much.

6. Consider and Approve Waiver of Bid in the Amount of \$6,700 to Turf Products for Mower Engine Replacement – Public Works

**Ms. Papale:** I'd like to make a motion to Consider and Approve a Waiver of a Bid in the Amount of \$6,700 to Turf Products for Mower Engine Replacement by Public Works. So moved.

**Mr. Spiteri:** Second.

**Mr. McCully:** Good evening, we are here for a bid waiver. This is for one of our large gang mowers that we cut the ball fields with. The machine is six years old, and we had a problem with the diesel engine. Although it was out of warranty, my gargage foreman has been negotiating with the dealer from whom we bought the machinery and they have allowed to take \$3800 off the price for that and give us a warranty on the new motor. Public Works would install the motor.

**Chairman Vumbaco:** Any questions by the Council?

**Mr. Testa:** Did we go through the process of actually finding out the prices of the new engines. Is that where the \$10,500 comes from? Or does the \$10,500 come from the same people that are offering the \$3,800?

**Mr. McCully:** That's correct. It's the same people that we bought the machine from.

**Mr. Testa:** Are there other suppliers of these engines where it wouldn't cost \$10,500?

**Mr. McCully:** Not that we know of.

**Mr. Testa:** Thank you.

**Chairman Vumbaco:** Any other members of the Council? Public? I have a question, the maintenance account that you're taking this out of, what's the reason to have this available in that account? Or are you going to short change something down the road?

**Mr. McCully:** If we have a lean year with maintenance through the winter, we probably not need to come for a transfer. There is \$86,500 budgeted for maintenance of vehicles. We have a lot of broken springs with snow plow trucks. We can probably absorb this \$6,000 towards the end of this year.

**Chairman Vumbaco:** Any other questions? We have a motion and a second. All in favor? Opposed? So moved. Thanks, Henry.

7. Consider and Approve a Donation from Masonicare Healthcare and Retirement Living in the Amount of \$145,000 to Purchase an Ambulance for the Wallingford Fire Department To Revenue Acct. # 001-1075-070-7152 and To Expense Acct. # 001-2030-999-9077 - Fire Chief

**Ms. Papale:** Number 7 is to consider and approve a donation from Masonicare Healthcare and Retirement Living in the amount of \$145,000 to purchase an ambulance for the Wallingford Fire Department. So moved.

**Mr. Farrell:** Second.

**Peter Struble, Fire Chief:** This is not a second donation. We were here a month ago. This is to set up the mechanism to accept the donation. We receive bids for the ambulance and now we have to set up the account so that Masonicare can make the grant to the Town and the Town can purchase the ambulance through our normal purchasing procedures. We have received a bid for \$145,000, and we are ready to go forward with that. If we do it by Saturday, which our intention is to do it, it saves us an increase in the cabin chassis.

**Chairman Vumbaco:** Any question by the Council?

**Mr. Testa:** During budget time and at a previous meeting, we had discussions about your log of hours of the engines and so forth, and then the ambulance time, and as part of that it was



an explanation for how you figure out the number of hours that are put on the engines because most of the time, they're responding to emergency calls and not responding to fires. I had discussion with people and thoughts of my own, if most of what we are doing or the bulk of what we are doing is an emergency call, perhaps there is an opportunity to focus more effort on that with the appropriate equipment, potentially generating more revenue and alleviating the need to use an outside service as much. And then this came up and this leads me to the question, is this going to be a replacement and are you going to retire out one or is this going to be an additional ambulance that can enhance what you already have and allow us the opportunity to maybe use it more and maybe use engines less and therefore use the outside contracted outside ambulance service less, which I think would only have to be a positive cash flow for the Town.

**Mr. Struble:** This ambulance will be a replacement, an older ambulance will be retired. Two of our ambulances right now are approaching...one is a little over 200,000. The other one is approaching 250,000. We do need to retire one of them out of our front line service. We currently have three licensed ambulances or recognized by the state., so in theory we could run three ambulances at the same time if we chose to do so. We have enough licenses to do that even if you're not running all of them, you still need to have licenses on file with the state for it to be an ambulance. We run three because of maintenance reasons. What we'll do is have a front line up and running, and we'll rotate a second one into the system. When that one goes out for maintenance, and the third one is obviously, you never want to be without one. We always have to guarantee that that at least one of those ambulances is running. The second time we will run one of the other ambulances. Sometimes we will run two at one time at shift change. If one of them is out, we'll run the second one at shift change. Currently we actually entered into a non-financial agreement. It's a Memorandum of Understanding for performance with our backup service which is Hunter's Ambulance with some time standards. We're actually monitoring them right now. They have a couple of windows that they have to meet for performance standards and we're looking at their performance on a monthly basis. That's our current backup for that service. To run a second unit would

mean probably eight more staff because right now we are tapped out in terms of staff and what we can run. You made another comment that was very observant and that is, do we really want to run large vehicles on all these emergency medical calls? And that's true. One of the things that we've done for the last four years is we've started to run an extra daytime unit that's non-transport. That non-transport unit takes the place of the engines, and we staff up two more people during the day during the week, our busiest time period and run that unit and with the new agreement that we just made for backup service, we can bill for the services on that now too so that's another revenue avenue. It's not as big as obviously the transport side of it but that now does create revenue should the backup service use our paramedic. I think that's all three questions.

**Mr. Testa:** That unit that you are referring to is that one of the box-type rescue vehicles?

**Mr. Struble:** Yes. It's a Chevrolet and the front looks like a pickup and the back like a utility vehicle. We run that Monday through Friday, 8 in the morning until 6 at night and basically what we do is staff up two more people during the day and our computer dispatch recognizes that that unit is in service and online and it adjusts the response to be appropriate for using that unit. Probably about 85% of the time what that does is it keeps our engines back in stations. They don't have to respond and actually cuts down on some of the volunteer response that they have to go on too.

**Mr. Testa:** So if we were to say bring in another ambulance, you'd need more staff.

**Mr. Struble:** Absolutely. We're flat out right now with what we have. It's not even a matter of saying let's just bring in two more people. By the time I cover four shifts, seven days a week, there are not even two more people to bring in to put there. We're doing that already with the people we have on days.

**Mr. Testa:** Thanks.

**Chairman Vumbaco:** Any other members of the Council? Peter you said the chassis are going to go up again soon?

**Chief Struble:** We are going with the lowest acceptable bidder by dollar cost and part of their bid indicated that October 15<sup>th</sup>, there was a cabin chassis increase of \$2,700 if we didn't place the order before then, we would be subject to that increase.

**Chairman Vumbaco:** So it would be \$147,000 and change if we didn't. Holding that though, you now have taken the amount that we were going to purchase the new ambulance under the Town funding and pushed it off toward the end of the fiscal year but that has \$130,000 in it. So what's the plan?

**Chief Struble:** Two parts. We probably will push that off to the next fiscal year. That was the plan from the beginning so that we did buy two new units in the same time period and have them both age at the same period so we want to push that off into the new fiscal year. Between now and the assembly of the budget for January, we're going to have to take a look and see what the inflationary cost will be. Can we get something close to that \$130,000 with some reasonable inflationary costs or is this the market? We aren't 100% sure if this is the market we have to budget for, so we may end up having the budget for this if we can't find ways to get it to the \$130,000 mark. Our first choice with our run time here and some experience, let's go back and look at the market and see if there's something else that we can do to get it closer to the \$130,000. I would say to you that we will probably be in with our capital budget requests in January with some increase to that \$130,000. That would put us in year 3 so it's still doable.

**Chairman Vumbaco:** Last time you were here in the conversation that you and I had, you were planning on purchasing this ambulance and the budgeted one in this fiscal year. That has changed now.

**Chief Struble:** We're going to purchase both. I don't recollect if we talked about the same fiscal year or not. It was our intention to push it off. If these had come in \$129,000, there might have been an opportunity because we had money budgeted at \$130,000 to go back to the vendor and say, we've got another one coming. We've got a bid here. Can we secure a price? Those aren't options at this point, so I would say honestly, we're probably going to have to go with the new fiscal year

because the funds probably aren't going to be there in sufficient amounts to buy this fiscal year. And if it wasn't for Masonic, we would either have to come back to you for more funds or see if we could find a way to get this dollar amount down, and I think probably the first choice is probably the one I would end up doing because I don't think I have that much control over the market.

**Chairman Vumbaco:** OK, so what you're saying if the \$145,000 is just going to be a replacement for the Town's money then.

**Chief Struble:** No, we are going to expend the \$130,000 but it's going to be ...

**Chairman Vumbaco:** You're going to keep it in this budget year.

**Chief Struble:** We're going to keep it in this budget year and roll it to the next budget year. You can go out a total of three years on a capital and we will get it inside that three-year window.

**Chairman Vumbaco:** OK. Thank you. Any members of the public wish to address this issue? Hearing none, We have a motion and a second. All in favor? Opposed? So moved. Thank, Chief.

8. Consider and Approve Terms and Conditions for the Sale and/or Lease of the land and building located at 88 South Main Street to the Wallingford Municipal Federal Credit Union – Chairman James M. Vumbaco

**Ms. Papale:** Consider and Approve Terms and Conditions for the Sale and/or Lease of the land and building located at 88 South Main Street to the Wallingford Municipal Federal Credit Union.

**Chairman Vumbaco:** Before we get into the motion, Adam (Mantzaris) has handed out, I think this evening, the final version of what we are going to be asked to look at. You sent out a memo of Friday, Adam, with the agreement with your recommendations to the change and you said that the Credit Union has agreed to all but number two (2) and that's incorporated into this new agreement.

**Adam Mantzaris, Corporate Counsel:** Right. We still have an issue as

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to the number of years that the lease is going to run. I also should have mentioned in the letter but I didn't – although I think I did - that we didn't get any financial information from the union as you guys talked about in Executive Session. It's also correct however that they have agreed to the points raised in my letter to your Council members with exception of the number of years that the lease is going to run.

**Chairman Vumbaco:** OK.

**Mr. Mantzaris:** In the agreement that you have in front of you incorporates those changes but it also incorporates their version of the years.

**Chairman Vumbaco:** OK.

**Mr. Knight:** Mr. Chairman, could I raise of point of order, if you will, that we are still at the same place that we were two weeks ago with regard to whether or not this is at the point where this matter should be discussed in public session.. Do we still have negotiations taking place on a sale of property and it would be more appropriate to finish that discussion in an Executive Session.

**Chairman Vumbaco:** I don't think we are having negotiations. The agreement is coming before us and we are either going to vote yes or we are going to vote no on the agreement.

**Mr. Knight:** In other words, this is carved in granite here. It doesn't seem to me that it's been agreed to in its totality by the Town Attorney.

**Chairman Vumbaco:** This agreement is being presented by the Town Attorney to us. We have an agreement in front of us. We vote it yes or we vote it no. I don't see what the problem is.

**Mr. Knight:** The problem is that we still are negotiating. We still have an opportunity to negotiate the last point.

**Chairman Vumbaco:** I don't think we do, Steve. We talked about it at the last Executive Session. This is what the Credit Union came back to the Corporation Counsel with. The Mayor has indicated he is not happy with it but its this Council's decision

and we have an agreement in front of us and this Council is going to this evening either vote yes or vote no on the agreement, like we do everything else that comes in front of this Council.

**Mr. Knight:** This isn't a finished agreement.

**Chairman Vumbaco:** It is too a finished agreement. We have an agreement in front of us that is being presented.

**Mr. Knight:** It's an agreement presented by ....

**Chairman Vumbaco:** By the Credit Union to this community and it's this Council's decision to vote yes or no on agreeing to these terms. Last Council meeting we agreed to sell it and this Council meeting we are agreeing to the terms. Only contention last Council meeting was the terms. They've come down from 80 years to 50 years. Those terms are what are in the agreement right now. So we either vote on it or we don't vote on it. It's a simple as that. I don't know what's the big deal about it. There is an agreement in front of this Council for discussion and for vote this evening

**Mr. Knight:** It's a draft agreement.

**Chairman Vumbaco:** It's not a draft agreement. It's a final agreement for this Council to vote up or vote down this evening.

**Mr. Knight:** This matter still should be discussed in Executive Session at this point.

**Chairman Vumbaco:** Does this matter still deserve to be discussed in Executive Session, Adam? We have a vote on the agreement and we either vote yes or we vote no. Is there any reason to go back into Executive Session seeing that we have an agreement in front of us?

**Mr. Mantzaris:** You have an agreement proposed by the Credit Union in from of you the difference in that agreement and what my letter set out last Friday was that length of the lease. Does that have to go into Executive Session? Not really a legal question. It's something that your members may be more comfortable about, I don't know. I can't say that it's a matter

that has to go into Executive Session. I can't say that it shouldn't go into Executive Session.

**Chairman Vumbaco:** When we discussed this on the phone, you told me that it's up to the Council to make a determination on the length of terms.

**Mr. Mantzaris:** That's what I said last week.

**Chairman Vumbaco:** So our terms would be either voting yes or voting no.

**Mr. Mantzaris:** What you're saying is accurate. You can vote it now and you asked me whether it's a matter to go into Executive Session. That's not a legal question. You can vote on what's in front of you now. That's the recommendation. That's the contract with my changes except for the term presented by the Credit Union. The question of leasing or selling real estate is an issue for the Council. That's what I said at the last meeting. The length of term is your choice. I don't know what I can add to that.

**Chairman Vumbaco:** Thank you.

**Mr. Farrell:** Last time around we had asked for financials and I know I wasn't the only one who asked for that and that we were going to have Mr. Bowes review them when they came in. We haven't gotten those to my knowledge. Have we?

**Mr. Testa:** I also think that was a request to try to get a better understanding or justification for our perceived perception of their need to 80 years. In other words, we were talking about if they are saying it will take 80 years to make it a pay back kind of investment, we'd like to see the numbers that made you ask for that so maybe we'd get a better understanding and perhaps feel better about it as opposed to was 80 years just something that would make them feel good. My impression is in lieu of that, they've agreed to drop the request for 80 years down to 50. My understanding also is that a lot of us across the board here were of the feeling it would be nice if they would meet us somewhere in the middle and was 80 really necessary. Why not 50 or 60? As it turns out they are coming back with 50 so I think they kind of eliminate the

need to come back with that kind of financial analysis because they aren't trying to justify 80 years anymore.

**Mr. Farrell:** To my own reasoning, it goes to Mr. Knight's point that this shouldn't be in public session because from my perspective whether it's 80 years or 50 years, I still want to see how it evens out. That's why I asked for the financials that at what point do they break even. At what point is it more than breaking even. I have no way of knowing that without some financials in front of me. Not to put it on you, Rich (Cassello), but I know you very well and I know in your own way, you're a very financial person who has run this in your mind and yet we're not being given any insight into that. We're being asked for 50 years and maybe that's a whole lot more reasonable than 80 years but without the data, how will I ever know that? How will the taxpayers every know that? And why should we be talking about this in public session? That's the purpose of Executive Session

**Attorney Norman Fishbein:** May I respond at this point on behalf of my client, the Credit Union? First of all, I would like to thank the Town Attorney's Office for working with us on this project, starting with Attorney Farrell Sr., who began the process with me, and we accomplished a lot, and then Attorney Mantzaris took over and very diligently pursued and worked with me in putting the agreement together. With respect to the financials, as I mentioned at the last meeting, if there is no issue over the 30 years, and I'm assuming there is not from what I've heard. After that, it's very difficult to determine anything because we are then going to be in a fair market rental situation. Number one, we don't know what fair market rental will be, and number two, I'm not sure that the Town is at any disadvantage since whether we're there or a third party is there, we're going to be paying the same fair market rental. Again, it's in the Council's ballpark at this point to decide, and secondly, I did not understand the Town Attorney's Office was making the recommendation on the term. It's in his memorandum but I believe at the last meeting that was something you people were going to decide when we came to this meeting tonight. Whether there are financials on the table or not, I'm not sure it's relevant to the issue that we're discussing tonight. That's my opinion and my position on behalf of my client.



**Ms. Doherty:** This sales agreement that you gave us tonight, who is this from? Is this from your office or is this from the Credit Union?

**Mr. Mantzaris:** It's from Attorney Fishbein's Office.

**Ms. Doherty:** So again we're getting this just before the Council meeting. This is the same thing that happened the last time. We didn't have time to look at this.

**Attorney Fishbein:** Well, I didn't get any comments from . . .

**Chairman Vumbaco:** Hold on a second. I beg to differ with you, Lois. You have the agreement that was sent to Friday by courier with Mr. Mantzaris' suggestions for change. The agreement handed out tonight incorporated those suggestions.

**Ms. Doherty:** I don't know that because I haven't had time . . .

**Chairman Vumbaco:** The Town Attorney is telling you that and obviously if you don't believe him then . . .

**Ms. Doherty:** I think I have the right as a Council member to have the time if I'm going to make a decision and a vote on this, I want to be able to read it.

**Chairman Vumbaco:** I'm not debating you on that, Lois. I'm telling you what happened. Mr. Mantzaris sent out the agreement, which is a word for word agreement except for the changes that he suggested. This evening he handed out the incorporation of those suggestions into the agreement except for the term part of it. Am I correct, Adam?

**Mr. Mantzaris:** Yes.

**Ms. Doherty:** OK, let me ask a question. On page three of the previous agreement, and I'm just picking this up, I don't know, it may be because some of this stuff has been moved around, page by page, we can't relate to. On the old one from the last Council meeting that we got, it has no drive through operations without Town approval. I don't see this in the new

one unless it's been put some place else. . . . He said it's further down.

**Richard Cassello, Manager, CEO of the Wallingford Municipal Federal Credit Union:** That was not taken out of the agreement. That's still in there.

**Ms. Doherty:** So you got a chance to go over this, Adam? This new one?

**Mr. Cassello:** It's on page four, "no drive through without Town approval."

**Mr. Mantzaris:** Yes, Lois, I have.

**Ms. Doherty:** And there's no difference.

**Mr. Mantzaris:** As Attorney Fishbein indicated, Attorney Jerry Farrell, Sr. negotiated most of it, a good part of it, and I finished it. I've gone through it, and we've gone through 2 or 3 revisions since the last meeting, and as I indicated at the beginning of the meeting, the changes that I suggested have been incorporated into this agreement with the exception of the term.

**Ms. Doherty:** OK. Thank you.

**Chairman Vumbaco:** Any other members of the Council?

**Mayor Dickinson:** Certainly you can vote on it the way it is but I just want to state that the agreement as it stands is 30 years rent free which certainly is an attractive proposal if you compare with anything in the private sector. 30 years rent free, and I don't think anyone is arguing about that. The issue beyond 30 years, which would be the typical mortgage, binds the Town to something for 50 years where we are making a decision for future Councils and Town Officials that should not be an issue of renting to Credit Union but an issue of the Town needing the property for something else and it would not be available. That's what my concern is. Within a 30 year time, there should be sufficient time for a payback to recover the cost of what has been spent on the building but to go beyond that and bind the Town for 50 years even if there is fair market rental for the last 20 years becomes a deal that I think

if any of us if we owned the property individually would enter into with another party. And If we wouldn't do that as individuals, if we owned the property, why would we do it with the Town property where we're binding future governments and future public to something. Like I say, 30 years rent free is a very attractive proposal and the possibility is certainly going further beyond that with renewals of a lease but I think to say 50 years, that's a difficult, for me, a difficult concept to say that's in the interest of the general public.

**Mr. Testa:** We were pretty much in agreement, correct me if I'm wrong, at one point that we would sell this property to 88 South Main. In principal it was a good idea to what I assumed was the majority if not everybody on this Council one way or the other in such a way that we would sell them the building and the land the building sat on. I want that to digest for five seconds because in doing so, the land would be gone for good. During the discussion of how to accomplish this it was pointed out to us that due to the nature of the parcel whether it could not be subdivided a certain way, it was not feasible, we could not do that. We could only sell the whole thing, including the extra parking, or none of it when it comes the whole parcel of land but we would have been willing to sell the land that the building is on. Because we could not sell the land the building is on and still maintain ownership of the rest of the parking as we want to do, someone came up with the creative idea that we could lease the land that the building is on. Great idea. If you are in favor of selling the land in the first place at which point it's gone for good, at what point does the term of the lease become a deal breaker when it's the only way you could get the land back at some point down the road if you really decided you wanted it back? That's where I'm having a problem with this whether it's 30, 40, 50, 20, if you were going to sell it anyway, why are you so worried about how long the lease is? And this magic number 30 isn't really a magic number because commercial operations rarely get 30 year mortgages anyway although they may be. I don't know, nor do I care. That's not the issue here. There are other protections in here that if the Town desperately needed this back down the road, and they were going to move on, we could get the whole thing back anyway. 30, 40, 50, 60, 80, we're getting into one person's version to exceeding 30 years and I would wager a guess that that person would be against

having sold it if we were selling the land. It's really just an after the fact attempt to try to derail this and doesn't want to see it done but we've agreed to do it and bickering over the length of the lease is a moot point. They were kind enough go from 80 to 50 to try to make us feel a little better. We would have given them the whole parcel and sold it to them and never had recourse again if we weren't convinced by the Administration that we couldn't subdivide the land and do that. That's the issue and that's the major point here.

**Mr. Farrell:** Rich (Cassello), the Credit Union is regulated by what, the feds?

**Mr. Cassello:** Right. The National Credit Union Association.

**Mr. Farrell:** To do this deal, will you have to file with anyone of how you money and your assets are going to be tied up in the way that is being proposed?

**Mr. Cassello:** Prior to our very first offering to the Town, I contacted NCUA and our examiner, and I asked the process. As long as we stay within a certain percentage of our assets, as far as investments, they would be fine with it and we are well within that as far as the Credit Union goes. We talked to our internal auditors and our supervisory auditors about the process, and everybody says what we are doing is fine and within our guidelines.

**Mr. Farrell:** And I remember, you and I having a conversation like this long, long ago and if I remember correctly, part of the reason why you needed a certain set of terms was to please your regulators.

**Mr. Cassello:** That's correct.

**Mr. Farrell:** From the Council's perspective, I'm not asking for anything different that if their examiners want to understand the ramifications of their assets being tied up, I want to understand the ramifications of the Town's assets being tied up. That's why I'd like to see the financials. I don't care what one person may propose be done here. I'm trying to do my due diligence of saying to the taxpayers, yes, I legitimately looked and I tried to wrap my hands around what was going

on. No different than the federal regulators of the Credit Union at some level want the same. I don't know why we're not getting that. I feel that's a necessary prerequisite to do this deal and to say to the taxpayers, we did our due diligence. Thank you.

**Chairman Vumbaco:** Any other members of the Council?

**Mr. Spiteri:** You had your chance to do this in Executive Session. There was no rejections on that side of the table when we were in Executive Session to go forward with this deal. The only objection was with the Administrator. He made his point and we didn't agree with it and we elected to move on. For some stubborn reason now

**Mr. Farrell:** Point of order, Mr. Chairman. I've been cut off before when I was reciting what went on in Executive Session. Here we have Mr. Spiteri doing exactly what you cut me off for. I request that he be cut off.

**Mr. Spiteri:** . . .and *(two people talking at once, not decipherable)* went over that last five minutes what we talked about in Executive Session. This is why this is a joke and a farce.

**Chairman Vumbaco:** Mike, just let it drop, please. Any other members of the Council?

**Mr. Knight:** I'm going to respond a little bit to what Mr. Testa had to say about how this agreement came about and why the 30, 50, 80 is an important point. I think the term due diligence is appropriate here as well. We are obligating the Town of Wallingford to a considerable length of time to a financial arrangement. 30 years in my mind is a long, long time. 50 years is to me to my way of thinking impossible to see. It's going to be impossible to see what the Town structure is going to look like 50 years from now. That's what we're talking about. This is not a small matter. There have been other agreements reached in this Town by this body that were to have run for decades and decades and laws changed, conditions changed and these agreements had to be voided because we cannot see that far into the future. We can't see next week, let alone 30 years from now. 30 years from now may be worth a risk. 50 years from now and the risk to the

Town, to the taxpayers becomes a little more than some of us think is necessary. One of the other points was that the Credit Union was kind enough, now I'm using a quote here, "kind enough" to reduce it from 80 years to 50 years. There was no kindness involved. One of the principal objections the last time we met in public session was that, and they had a legitimate concern, us that after the 30 years that the Town would summarily say, see you later and ask them to remove the building, whatever, that they'd be asked to leave because the Town had another purpose for it. One of the additions to this agreement was a commitment that the Town would buy back the property at fair market value after those 30 years. That's an important point. That is exactly at the crux of what we are talking about. Last time I asked that both attorneys get together and try to hammer out an agreement and I thought frankly that that could have been done in its entirety and I thought that that agreement, that obligation, inserted into this agreement that the Town be forced, if you will, to buy the property at fair market value if the Town deemed it necessary to so was protecting the Credit Union and everyone of its members. A lot of the members, me included probably, aren't going to be around to see that happen. I thought that was a very good gesture on the part of the Town to protect the Credit Union and make them more comfortable with a shorter time limit and I really thought that something as solid as that obligation would have done that but apparently it hasn't, and I must say that I am disappointed in that. That's what we're negotiating and that is fair to negotiate. Let me finish by saying, this isn't an issue to trying to derail an agreement with an agency, with the Credit Union. Far from it. This is an effort on the part of all nine of us to find common agreement with the Credit Union that serves the town employees but at the same time we have an obligation to serve the 43,000 taxpayers in the community, and that's what we're trying to do. Thank you.

**Chairman Vumbaco:** Any other members of the Council? Public?

**Wes Lube, 15 Montowese Trail:** You're all very familiar with how this deal is structured and some of us are not because we weren't privy to the negotiations. I gather that you are buying the building? Correct?

**Response:** Yes.

**Mr. Lube:** Are you paying cash?

**Response:** Yes.

**Mr. Lube:** And you're leasing all the land, the parking lot and the land underneath the building.

**Mr. Cassello:** Correct.

**Attorney Fishbein:** No, we're not leasing the entire parking lot. We have the right to use the balance of the parking lot in common with the public. There are ten spaces, which will be reserved for use of the Credit Union. We are leasing the land on which the primary building sits, the one that is there now, the addition that will be built behind that and ten parking spaces as well as the right of ingress and egress. We will have the right to use the balance of the parking area in common with the other uses that occur.

**Mr. Lube:** You are leasing the land on which the building sits and the front yard?

**Attorney Fishbein:** No, the only thing about the front yard is we want to be able to put a flagpole in the front area, which isn't in the lease, and we're hoping that will not be an issue later on. We're just leasing the land on which the primary building sits and the ten parking spaces.

**Mr. Lube:** And the square footage of the expansion will be?

**Attorney Fishbein:** Approximately 920 square feet. I believe it's already been approved by the Planning and Zoning Commission so there is a plan on file with the town.

**Mr. Lube:** And that foot print is going to be part of the legal description?

**Attorney Fishbein:** It's going to be part of the documents of purchase and transfer, yes.

**Mr. Lube:** And the Credit Union is planning on doing some major renovating of the interior of the existing building?

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**Mr. Cassello:** That's correct.

**Mr. Lubee:** And you're doing that for cash?

**Mr. Cassello:** Yes.

**Mr. Lubee:** And the expansion that you will be doing . . .

**Mr. Cassello:** At our cost

**Mr. Lubee:** Of course, but will that also be for cash?

**Mr. Cassello:** Yes.

**Mr. Lubee:** Using the assets of the Credit Union?

**Mr. Cassello:** That's correct.

**Mr. Lubee:** And it's 920 square feet.

**Attorney Fishbein:** 925.

**Mr. Lubee:** I'm sorry. 925 for the expansion. What is the sale price of the building?

**Mr. Cassello:** \$275,000.

**Mr. Lubee:** And how was that arrived at?

**Mr. Cassello:** There was an appraiser hired by the Town and they established the value on the building of \$273,000 so the Credit Union offered \$275,000.

**Mr. Lubee:** You said they valued the building. You said that the appraiser estimated the value of the building to be \$275,000. Did you mean to say building and land?

**Mr. Cassello:** No, the building.

**Mr. Lubee:** The building. What is it worth?

**Chairman Vumbaco:** Wes, it was appraised at \$350,000 if we were

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selling the full parking lot and the whole site and it was appraised at \$275,000 as the building alone.

**Mr. Lube:** Correct.

**Chairman Vumbaco:** So it has been appraised, and that's what the offer is on the table.

**Mr. Lube:** Excuse me, Jim, by your own words indicate that it wasn't.

**Chairman Vumbaco:** It was appraised.

**Mr. Lube:** You just said that the building was appraised for \$275,000.

**Chairman Vumbaco:** With the lease and the ten spots.

**Mr. Lube:** Well, that's not their understanding.

**Mr. Cassello:** I don't think it included the addition.

**Chairman Vumbaco:** It didn't included their addition, no.

**Mr. Lube:** Did it include the land for the addition, 925 square feet of land plus ten parking spaces and the building? That package has never been appraised. That's my point.

**Attorney Fishbein:** We're only buying a physical building that exists right now for \$275,000. My client is going to be putting the money into building the addition. We're not going to pay the Town for that. That's not going to be appraised. That has nothing to do with what we're buying. We're buying the physical building that exists right now.

**Mr. Lube:** Right. After investing the money and renovating the building, what happens to this expanded building after 30 years?

**Attorney Fishbein:** Under the terms of the lease, depending on what happened tonight, if the Council votes it that it's only 30 years, then the Town would be obligated to buy back the building and the addition and I suppose the use of the ten parking spaces at a fair market value at that time.

**Mr. Lube:** An appraised value.

**Attorney Fishbein:** At a fair market value, and Attorney Mantzaris agreed on a mechanism by which the Town would hire an appraiser and the Credit Union would hire an appraiser. If they couldn't agree, then the parties would equally pay for a third appraiser and the third appraiser would set the value based on his or her experience and the date submitted by the other two appraisers. So that's the way the value of the building and the addition and the use of the ten parking spaces would be derived.

**Mr. Lube:** That sounds very fair. The \$275,000 that you are offering to pay for the building which has been appraised for that would indicate that the ten parking spaces and the land for the 925 square foot expansion are being given to you.

**Attorney Fishbein:** That's part of the accommodation that we are trying to come to in order to accommodate the Credit Union and its desire to stay approximate to the Town Hall and the Town of Wallingford's desire to keep it there. That's one of the accommodations that the parties have attempted to come to.

**Mr. Cassello:** And we have no intention of fencing off those ten spaces. If people come in and are using them, they're using them. We're not going to two anybody out of there if they use the spaces.

**Mr. Lube:** I know. All I am trying to do is bring it all out on the table. The Town is giving you an extra attractive proposition.

**Chairman Vumbaco:** Any other members of the public? OK, we'll bring it back to the Council for comments or questions.

**Ms. Doherty:** I just wanted to add that also in this agreement, we've all read it but just for the public is that we are taking over total maintenance – plowing, sanding, shoveling up to the entrance-way, mowing, whatever it takes, we have also agreed to do that.

**Chairman Vumbaco:** Thank you. Any other members of the Council? Before I ask for a motion there are just a couple of comments I want to make for the public record. We are getting \$275,000 for the property so it's not like we're giving them a

free lease for \$1 for the next 30 years. The lease has to do with the land. It's been stated this evening that we're going to be committing a community and future Councils to long term agreements but we do it when we do bonding for 20 years, we're committing future Councils to pay for those bonding costs for the next 20 years. We do it when the Council makes a decision to buy open space or property, we're committing future Councils for I don't know how many years down the road to maintain that and keep that open space. And to answer the question of putting in the agreement that the community would buy back after 30 years as Steve has alluded to as a protection to the Credit Union, that's also binding the future Council 30 years from now that we have to go out and purchase back a piece of property at fair market value that has already been expanded and enhanced, you're committing a future Council to that too. To use the argument that we don't want to commit future Councils to any sort of any undue strain on the finances is not a very good claim only because of the fact that we do it consistently and even if we were to make this future Council buy back the agreement, we're committing the Council to that purchase and I do agree with Mr. Testa, we were willing to sell the property if it wasn't for the zoning regulations; therefore, if the property was going to be sold, it would have been gone forever as he stated. The arguments that are being made this evening I think are not 100% plausible in my viewpoint. I think that this is our Credit Union. This is our employees that we are serving and I think we ought to do best for them even if we have to give them two additional ten-year terms so that they feel good about their ability to stay there so that they can serve out employees. I think it's OK for the Council to do that and I have absolutely no problem with that. With that in mind, Iris, could you make a motion, please?

**Ms. Papale:** I'd like to make a motion to approve the terms and conditions of sale for 88 South Main Street between the Town of Wallingford and the Wallingford Municipal Federal Credit Union as presented in the sales agreement and the changes to the agreement as stated in the memorandum dated October 7, 2005, by Attorney Mantzaris, with the exception of item number two.

**Mr. Testa:** Second.

**Chairman Vumbaco:** We have a motion and a second. Is there any discussion on the motion?

*(Off mike question, not decipherable)*

**Chairman Vumbaco:** The only reason I did that is just to make sure that we are all talking about the same agreement because there are three separate ones up here this evening.

*(Off mike comment, not decipherable)*

**Chairman Vumbaco:** Right.

*(More off mike comment, not decipherable)*

**Chairman Vumbaco:** I don't think it makes a difference. We have a motion and a second. Sandy, roll call, please.

**Roll Call Vote:**

**Mr. DiNatale – yes; Ms. Doherty – yes;  
Mr. Farrell – yes; Mr. Knight – yes;  
Ms. Papale – yes; Mr. Parisi – yes;  
Mr. Spiteri – yes; Mr. Testa – yes;  
Mr. Vumbaco – yes.**

**The motion passed.**

9. Executive Session pursuant to Section 1-200 (6) (D) of the Connecticut General Statutes with respect to the purchase, sale and/or leasing of property – Mayor

**Ms. Papale:** I'd like to make a motion to enter into Executive Session pursuant to Section 1-200 (6) (D) of the Connecticut General Statutes with respect to the purchase, sale and/or leasing of property – Mayor

**Mr. Testa:** I seconded.

**Chairman Vumbaco:** All in favor of going into Executive Session? Opposed? So moved. The Council is now in Executive Session.

The Council entered into Executive Session at 7:50 P.M.

**Ms. Papale:** I'd like to make a motion to come out of Executive Session.

**Mr. Farrell:** Second.

**Chairman Vumbaco:** All in favor? Opposed? So moved.

The Council exited from Executive Session at 8:06 P.M.

**Executive Session Attendance:** Council (9), Mayor Dickinson, Attorney Mantzaris and Comptroller Bowes.

**Chairman Vumbaco:** Before we have a motion to adjourn the Council would like to wish the Jewish community of Wallingford a Healthy and Happy New Year.

**Ms. Papale:** I'd like to make a motion to adjourn the meeting.

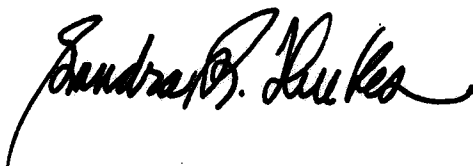
**Mr. Parisi:** Second.

**Chairman Vumbaco:** All in favor? Opposed? So moved. Thank you all.

**MOTION PASSED.**

There being no further business to consider, the meeting adjourned at 8:07 P.M.

Respectfully submitted,




Sandra R. Weekes  
Town Council Secretary

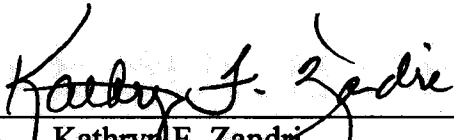
Recorded and transcribed by Sandra Weekes

RECEIVED FOR RECORD 10/31/05  
AT 3:40 P.M. AND RECORDED BY  
Katherine E. Emery TOWN CLERK

Approved by:

  
\_\_\_\_\_  
James M. Vumbaco  
Chairman

11/21/05  
Date:

  
\_\_\_\_\_  
Kathryn F. Zandri  
Town Clerk

11-21-05  
Date: