

Special Town Council Meeting

August 18, 1988

MOTION to move up Item #4 on the Agenda.

MOTION to Consider and Approve Waiving of Bid Procedure for Programmable Security System - Police Department.

MOTION to move up Item #3 on the Agenda.

MOTION to Consider and Approve Easement and Agreement for Thurston Foods, Inc.

MOTION to go into Executive Session.

MOTION to come out of Executive Session.

MOTION that the Town Council accept the final settlement of the W-3 Wholesale Rate Case and Associated Contractual Agreement, and that all necessary papers to accept same be executed by Richard A. Nunn, Chairman of the Public Utilities Commission.

MOTION to adjourn.

SPECIAL TOWN COUNCIL MEETING

Thursday, August 18, 1988

TOWN COUNCIL CHAMBERS

6:30 P.M.

1. Executive Session with Public Utilities Commission Regarding Final Settlement of W-3 Wholesale Rate Case and Associated Contractual Agreement.
2. Possible Action following the Executive Session.
3. Consider and Approve Easement and Agreement for Thurston Foods, Inc.
4. Consider and Approve Waiving of Bid Procedure for Programmable Security System - Police Department.

SPECIAL TOWN COUNCIL MEETING

August 18, 1988

6:30 P.M.

A special meeting of the Wallingford Town Council was held in Council Chambers, called to order at 6:30 P.M. by Chairman Albert E. Killen. Answering present to the roll called by Town Clerk Kathryn J. Wall were Council Members Adams, Bradley, Doherty, Papale, Parisi, Solinsky, Zandri and Killen. Mr. Holmes arrived at 6:40 P.M. and Mayor Dickinson arrived at 7:05 P.M. Attorney Mantzaris and Comptroller Thomas A. Myers were also present. The pledge of allegiance was given to the flag.

Mrs. Papale made a motion to move up Item 4 on the agenda. The motion was seconded by Mr. Parisi. All present voted aye.

ITEM 4. Mrs. Papale made a motion to Consider and Approve Waiving of Bid Procedure for Programmable Security System. Mr. Parisi seconded the motion.

Mr. Darrell York explained that some of the security locks had been lost - that these were programmable locks - and that the department would like to stay with the same vendor that installed the present equipment, so he would be accountable for the locks also.

Mr. Killen noted that this would be better if we were to proceed with a lawsuit.

Mr. Zandri asked if there are other vendors that supply the same type of lock.

Mr. York: I don't know if somewhere in the country there is another vendor - Wooding was the General Contractor - they sub-contracted this ----- it's a type of hardware --- they bought this -- electronic security control system and this part, these programmable locks were lost and we have all the other items, the wiring is all in place, and a lot of other stuff - that's all tied in with Motorola.

Mr. Zandri: Is this a specific brand name you're going after or is it just a vendor that supplies the locks?

Mr. York: I think the simple way to say a very complicated thing is this: We need a Yale lock for a Yale key - for a Yale lock; we have all this other stuff in and these are programmable security locks, and we'd like to have, for reasons of accountability, the same outfit that put all the other stuff in -----

Mr. Zandri: I can understand because of the accountability why you want to have the same brand name - the question is - is there more than one person to supply this - using your example - Yale lock? I could probably buy a Yale lock at Sears - that's the question.

Mr. York: I don't know what we'd end up with - see, this is going to be a job -----

Mr. Killen: I think what we're trying to explain here is the fact that we expect to re-coup whatever it costs us -- whether we bid or we don't bid, we expect to go after them - which doesn't mean we can go out and buy a \$10,000. part that we should have paid only \$2000. for - this is in the whole figure of what the original cost was - what we're trying to do is --- we're going after the C.F. Wooding Company for the items

Mr. Zandri: Maybe the fact that we're getting involved with a law suit doesn't necessarily mean -----

Mr. Killen: I'm very well aware of that ---- Are you finished?

Mr. Zandri: Yes

Mr. Killen: Bob, go ahead.

Mr. Parisi: The only point I want to make Mr. Chairman is that technically the parts were purchase ordered and were in the building and the contractor of record was the custodian and the locks disappeared, so the responsibility is not on the Town of Wallingford but on the contractor and that's why we won't waive the bid just to make exceptions ---

Mr. Killen: ----- normally I'm not in favor of waiving a bid, but this seems to be one where we are going to re-coup our loss.

Mrs. Papale: I just want to make a statement - this is one matter I really don't understand - I know that as a person who has a business, if something was brought to me and I was responsible for it, I just don't understand why ----- I mean these people - Wooding - signed for it, the responsibility was theirs - and that's the point that bothers me.

Mr. York: In the meantime we have all this stuff here ----
13 of them

Mrs. Papale: You mean the Town has the papers that Wooding signed for them --

Mr. York: Yes

Mrs. Papale: The whole thing just amazes me -----

Mr. Musso: Edward Musso, 56 Dibble Edge Road - why do they need more security in that Police Station? It's easier to break into a bank than that Police Station ---- & there's supposed to be a policeman on duty - they shouldn't have need for any locks

Mr. Killen: But don't you have any concern for Wallingford's finest? Wouldn't you keep the finest behind locked doors?

Mr. Musso: They are behind locked doors. Did you ever try to get in there?

Mr. Killen: We don't want to lose them.

Mr. Musso: I know, but that's why you shouldn't need anything extra there, unless somebody neglected to - missed - or didn't put the right thing ---

Mr. Killen: Well, what it is, is something that should have been completed when the Police Station was completed -- it's something that got lost in the works and they need the parts now, and they are asking us to waive the bid. The idea is, no matter what it costs us, we should be able to re-coup it from the contractor.

Mr. Musso: Well, I think the contractor should replace it, but if we were going to buy extra security I wouldn't agree to this.

Mr. Killen: No, this is not a new item --- Are you prepared to vote? The Clerk will call the role.

VOTE: All AYES except Zandri who voted NO.

Mr. Killen: I'll consider a motion to go into Executive Session.

Mr. Adams: I make a motion to move up Item 3. Motion seconded by Mr. Parisi.

Mr. Killen: Are you aware of the nature of Item 3? You think it's going to go --- Be my guest. Clerk.

VOTE: All AYES except Killen who voted NO.

Mrs. Papale moves to Consider and Approve Easement and Agreement for Thurston Foods Corporation.

Seconded by Mr. Parisi.

Atty. Mantzaris makes presentation. The Council may know, this easement involves a piece of land condemned by the Town approximately a year ago and is presently in litigation in the Superior Court in Meriden. The Town was successful --- Orchard Properties, the plaintiff in the lawsuit filed an injunction against the Town to try and prevent us from condemnation. The hearing on that injunction - not a permanent hearing - a temporary hearing - found in favor of the Town. The Town had a legal right to condemn that parcel of land. It is a piece of land that connects to a public road in Barnes Industrial Park, through land owned by Thurston, Inc. which borders Rte. 68. The position of the Town as far as Rte. 68 is concerned, it is my understanding that it does not wish to have any further development or exit onto Rte. 68 from the majority of private land and to try to keep the development down to a minimum, so this permits Thurston, Inc. and others in the area to connect into another road to be able to get out to 68, not directly onto 68. Now, as I say, the Town won the first step in this lawsuit by having a temporary injunction sought by Orchard Properties denied. ----- the law suit goes on - it can go as far as the Supreme Court, but it's persuasive that there's probably a good sound basis for the Town to condemn that land. It is my understanding that Thurston, Inc. would like to begin to use - construct a building on that land that shows a connection - that connects with a public highway and would like to begin construction of a road over the land that the Town condemned. If that road is ultimately successful all the way into court, if it goes that far - this will be another public road --- However, in the event the lawsuit may be lost ----- I thought it was necessary to protect the Town because, if the lawsuit is lost, the Town is a party to this lawsuit with Thurston, Inc. For example, if the lawsuit is lost, Orchard Properties could ask the Town of Wallingford to restore that land to the way it was before the condemnation ----- put back the dirt, put back the shrubbery, there was no shrubbery there - small bushes and small trees. This agreement wants Thurston to do that and if it doesn't do that we're going to have available cash to do it ourselves, only it's going to come from Thurston. Guaranteed that if he doesn't do it he'll provide the money for us to have it done. He signs for monies sufficient to do that. Also this agreement saves the Town harmless from any claims that may arise from the construction of the road while it's being used, up until, of course, it becomes part of the Town road system. And liability for that road, an accident for example, a broken fender due to a defect in the road, would be like other highways in the Town, the responsibility of the Town of Wallingford. I don't know if I've explained it clearly enough, but that's what's behind this request for this Temporary Construction Easement to Thurston -----

Mr. Bradley: Does the DOT take the same position as the Town of Wallingford on the egress to 68?

Mr. Holmes: To the best of my memory, the way this discussion went was - the fact that the State did not want to allow any more curb cuts onto 68 - Thurston bought some property in the Industrial Park and he ran into some trouble because he wanted to construct his own building rather than the Industrial Park people putting up the building for him. Once they decided that they wanted to construct their own building to their own specifications, that's when the problem started - and they started getting mad.

Atty. Mantzaris: The State DOT does support the Town - there won't be any more curb cuts on 68.

Mr. Bradley: That's all I wanted to know. The piece of land that's out there now - I visited it - it's a cul-de-sac at the end - the land that's there is a big piece of land. Is there any law that states that you do not land-lock a person from access to his property?

Atty. Mantzaris: There is some law of land-lock, but I think the fact that the purchase - Thurston knew that the land was, so to speak, locked -- he had the recourse to say you can't lock me out, you've got to give me something to get out. It would be different if somehow he was landlocked without having some -----

Mr. Killen: If he bought another piece of property knowing he had no access

Atty. Mantzaris: Yes, say he ---

Mr. Killen: Before we go any furthur, remember the case is still in litigation so be very careful with your questions and remarks.

Mr. Bradley: -----(unintelligible) --- it's unfortunate that Orchard Properties are -----

Mr. Parisi: You're saying mow that with this easement agreement the Town has no liability --- the Thurstons -----

Atty. Mantzaris: He'll assume all liability up until the point the road is fully constructed according to Town specifications and we accept it into our road system - then as far as the road is concerned Bob, then ----- as far as the law suit goes, Thurston assumes all liability of all payments for any corrections, if the lawsuit is ultimately lost.

Mr. Parisi: Up until the time the Town accepts the road it is not liable for anything - Thurston Foods, Inc. or whatever it is, is liable.

Atty. Mantzaris: It will be a public road. I was out to the land - I don't think there's any other developing around that road yet - I don't know who owns the land -- there could be -- as you approach the Thurston's property - there could be.

Mr. Solinsky: How long is it? How much land?

Atty. Mantzaris: 350 or 360 feet by 50 feet wide.

Mr. Solinsky: Now Thurston will, eventually, if the case be satisfied, they'll eventually bring this up to a public road?

Atty. Mantzaris: I understand there's plans to do that right away - they'll put in a rough road - I understand they'll complete the road to Town specs. Right away.

Mr. Solinsky: Thank you.

Mr. Parisi: Mr. Chairman - has Thurston paid a lot of the costs ---

Mr. Killen: ----- I think there's a sheet ---

----- unintelligible - everyone talking at once

Mr. Killen: You have a specific matter in front of you - try to keep your interests on that one matter --- --- Satisfied? Clerk will call the role.

VOTE: All AYES except Killen who voted NO.

Mrs. Papale made a motion to go into EXECUTIVE SESSION at 7:05 P.M. for the purpose of a discussion with the Public Utilities Commission Regarding Final Settlement of W-3 Wholesale Rate Case and Associated Contractual Agreement.

Motion seconded by Mr. Solinsky.

Mr. Killen: O.K. we will go into Executive Session and at the conclusion of the vote I will ask anyone not involved to leave please.

Mr. Musso: Mr. Chairman, are you going to discuss what went on in the Executive Session after you get through.

Mr. Killen: Not necessarily this evening - but we will have to discuss the rate case before we vote on it, yes. We will not necessarily vote directly after - the PUC has to make a recommendation to us - and then we will vote, so whether it will be over this evening or not, I can't say. It could happen. I have no idea the length of the presentation, I don't know how long it's going to be before the PUC meets --- we have it on our agenda that we have possible action.

Mr. Musso: Can't you ask the Chairman of the PUC how long this Executive Session is going to be?

Mr. Killen: I can ask, but I think his answer is going to be the same as mine - based on what I hear, I may not be directly satisfied and I may want to go back to the records and I presume they are going to reserve that right themselves. Are you going to be prepared to vote on this this evening Dick, or not?

Mr. Nunn: It certainly depends on the input that we get from the consultants that are going to be reporting to us. Without hearing what they've said we can't determine whether we can make the final decision or not.

Mr. Killen: That's the best we can do Ed. Until the presentation, we have no idea how long it is.

Mr. Musso: I just didn't know whether to hang around or not.

Mr. Killen: Dwayne.

Dwayne Braithwaite, 26 Kingsland Ave., you are going into Executive Session - I have an agenda from the Public Utilities meeting - it is also going into executive session - are the three Commissioners the only ones going into Executive Session with you or will the others be present?

Mr. Killen: To the best of my knowledge, just the PUC Commissioners and the people that are here around this table. To the best of my knowledge.

Mr. Braithwaite: And the attorneys.

Mr. Killen: The attorneys who are going to make the presentation.

Mr. Braithwaite: And the attorneys for the Town ---

Mr. Killen: All right, you specify anyone else who is going to be here tonight --- speak up. I presume Mr. Smith is also going to be here as Director.

Mr. Braithwaite: For what purpose?

Mr. Killen: What's that Dwayne?

Mr. Braithwaite: For what purpose?

Mr. Killen: Well, I think Mr. Smith ---it behooves us to have him learn, the same as we are, what the settlement's going to be. And it's his job to also make recommendation to the part time PUC Commissioners. What this is, in effect, is letting us know what type of a settlement they would like to reach - and no one has heard it yet. We're not trying to pull the wool over anyone's eyes, we could have two separate sessions ---

Mr. Braithwaite: I understand that, but right now you have a court case pending, which you are aware of --- & the other case

Mr. Killen: Right, I'll tell you Dwayne, I intend to touch base on these things --- they're a little bit touchy because the law is not that specific. Something like this crops up and nobody's trying to pull the wool over anybody's eyes, but the occasion arises and we have to try and keep the government going and I -----

Mr. Braithwaite: I can understand why the Commissioners, the PUC Commissioners and the Council will meet in executive session, but I think you would have to consider the law - it's pretty clear there are a lot of people going in - they're supposed to give testimony, they can't all be there for that period to give testimony. I do not think that Mr. Smith, other than to give testimony, has a right to join in an executive session.

Mr. Killen: As I say Dwayne, I wouldn't debate you on it, but the problem I find - and it's a matter of the law - that if we wanted to be real technical about it, we could have two executive sessions and Mr. Smith could fly down to Washington and make a big presentation down there. We could drag it out past tonight and I don't see the government being planned and that's what we're trying to do is keep the government going. If someone wants to raise flak, technically we're in violation and so be it. O.K? Thank you.

VOTE: All voted AYE.

EXECUTIVE SESSION.

Present at the Executive Session were: Robert Beaumont, Richard Nunn and Alexander Kovacs, PUC Commissioners, Mayor Dickinson, Ray Smith, Director of Public Utilities, Robert A. O'Neil, Attorney, Steven Daniel, Consultant, Gerald Farrell and Adam Mantzaris, Town Attorneys.

Mr. Killen: Re-convene at 10:14. Gerry, would you read the action taken by the PUC?

Atty. Farrell: Yes. Thank you Mr. Chairman. The Public Utilities Commission this evening

Mr. Killen: Use the mike please.

Atty. Farrell: Mr. Chairman, the Public Utilities Commission of the Town of Wallingford voted this evening as follows:
MOVED: THAT THE PUBLIC UTILITIES COMMISSION ACCEPT THE FINAL SETTLEMENT OF THE W-3 WHOLESALE RATE CASE AND ASSOCIATED CONTRACTUAL AGREEMENT SUBJECT TO THE SAME ALSO BEING APPROVED BY THE WALLINGFORD TOWN COUNCIL AND THAT ALL NECESSARY PAPERS

TO SETTLE SAME BE EXECUTED BY RICHARD A. NUNN, CHAIRMAN OF THE PUBLIC UTILITIES COMMISSION. That vote was unanimous Mr. Chairman - all three Commissioners voted for it. They have asked me to approach the Town Council informing you of their action.

Mr. Killen: Thank you Gerry.

Atty. Mantzaris: Gerry, that would be an offer of settlement wouldn't it? Not the final settlement.

Atty. Farrell: Yes, excepting - it's termed FINAL SETTLEMENT -----basically an offer to make --- reach that settlement by Northeast Utilities - in fact the documents would be a final settlement. We did have some discussion upstairs as to whether, when the motion has been moved and seconded by the Public Utilities Commission - whether in fact they should discuss the settlement in public - with reservations - accept

questions from the public as contents of that settlement, and Robert O'Neil, the attorney who represented us in this litigation before the Federal Energy Regulatory Commission answered that question, and I brought him back to this meeting in case the Town Council wishes to ask him for some advice as to whether that should be discussed in public and whether the questions should be accepted.

Mr. Killen: We would like that advice right now please.

Atty. O'Neil explained that under the rules of the Federal Energy Regulatory Commission, the discussions of settlement are deemed privileged and not to be revealed. That what we now have is a proposal that has been made and not yet signed.

Mr. Killen: The conditions for not discussing this this evening then, is that the papers we have in our possession are confidential until signed and approved. Am I correct?

Atty. O'Neil stated that until such time as the document is accepted and signed and filed AND NOT UNTIL THEN DOES IT BECOME a public document.

Mr. Killen: How will this particular body be aware of the time to make releases to the press if they are called upon?

Atty. O'Neil: If Northeast Utilities were to indicate no objection -- the document becomes filed with the Public Energy Regulatory Commission --- at that point in time, it is a public document. As far as the time that is needed, the parties will agree -----

Mr. Killen: Well then, it will probably be best if I advise my fellow Councilpeople that the questions of the press should be directed to the PUC because they will be on top of it and will know whether or not there's an agreement reached with CL&P or whether the agreement is final, because we certainly would not be aware of a thing.

Atty. O'Neil: We will -----

Mr. Killen: Yes, but I don't know when

Atty. O'Neil: We'll be told by --- will be filed and hopefully -----

Mr. Killen: Well, we're getting away from the point I'm making - tomorrow morning the phone's are going to ring for all nine of us - what happened this evening and we'll tell then we can't tell them now. When can you tell them - I can't tell them. It would be better to call either Washington, Gerry Farrell, the PUC - I'd like to give them a direct answer - I'm not trying to hide from them, but neither of us have an answer.

Atty. O'Neil: I would probably ask Northeast Utilities, assuming that this --- is acceptable, and seek the approval of the other party to discuss the settlement with Mr. Farrell.

Mr. Killen: And Gerry can let the officers know

Mr. Holmes: With that just said, this body intends to still take action on

Mr. Killen: We intend to take action - we are putting the cart before the horse - we should have had a motion before we started.

Mrs. Papale: I'd loke to move that the Wallingford Town Council accept the final settlement of the W-3 Wholesale Rate Case and Associated Contractual Agreement, and that all necessary papers to accept same be executed by Richard A. Nunn, Chairman of the Public Utilities Commission.

Special Town Council Meeting

August 18, 1988

Seconded by Tom Solinsky.

Mr. Killen: Moved and seconded. There will be no discussion.
The Clerk will call the roll.

VOTE: All AYES except Bradley and Zandri who abstained.

Mr. Killen: Motion passes.

Mrs. Papale makes a motion to adjourn. Seconded by Mr. Solinsky.
All present voted AYE.
Meeting adjourned at 10:45 P.M.

Meeting recorded and transcribed by:
Rosemary A. Rascati, Acting Secretary

APPROVED:

Albert E. Killen
Albert E. Killen, Chairman

September 13, 1988
Date

Kathryn J. Wall
Kathryn J. Wall, Town Clerk

September 13, 1988
Date

AGENDA

TOWN COUNCIL MEETING

Tuesday, September 13, 1988

6:30 P.M.

1. Roll Call and Pledge of Allegiance to Flag.
2. Consider and approve Transfers - Public Works Department:
 - a. \$2,200 to cover Janitorial Contract at 701 Center Street
 - b. \$1,900 to cover additional funds for pick-up truck
 - c. \$3,218 to cover additional funds for backhoe with trailer
3. Consider and approve transfer of \$650 to fund Secretarial Expenses for the Parker Farms Building Committee.
4. Consider and approve transfer of \$415.00 to Outside Professional Services - Building Department.
5. Consider and approve transfer of \$5,000 to Worker's Compensation - Police Department.
6. Consider and approve Budget Amendment of \$18,413 to Crime Seizure Capital Contingency - Police Department.
7. Consider and approve transfer of \$12,900 to Worker's Compensation - Fire Department.
8. Consider and approve a Transfer of \$8,000 to the Emergency Shelter - requested by Councilman Dougherty.
9. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
10. Consider and adopt Resolution Authorizing Filing of Application for Social Services Block Grant.
11. Consider and approve 1988-1989 Budget for the Mayor's Council on Substance Abuse Prevention.
12. Consider and approve Amendment to Youth Service Bureau Budget.
13. Consider and Ordinance Amending Ordinance No. 363 by Deleting the Definition of Intensive Vehicular Traffic - SET PUBLIC HEARING.
14. Consider and approve Waiving of Bid Procedure for Replacement Parts used in the repair of #2 Generator-Pierce Station.
15. Consider and approve Budget Amendment of \$90,000 from Net Income to Prime Movers and Generators - Electric Division.
16. Consider and approve Waiving of Bid Procedure for Sludge Removal and Transfer of \$65,000 to cover cost of disposal of Sludge - Sewer Division.
17. Discuss with Board of Education Teacher Negotiations.
18. Consider and approve Appointment of Thomas Murphy to the Roof Replacement/Underground Fuel Storage Tank Removal/Replacement Committee.
19. Consider and approve Establishment of Lyman Hall High School Vocational Agriculture Expansion Building Committee.
20. Discussion and possible action, Air Testing of Air Around American Cyanamid - Requested by Councilman Zandri.
21. Discussion and possible action on Renegotiation with CRRA on Landfill Lease - Requested by Councilman Zandri.
22. Approve Town Council Minutes of July 26, August 9 and August 18, 1988.