

TOWN COUNCIL MEETING

JULY 11, 1995

6:30 P.M.

AGENDA

1. Roll Call and Pledge of Allegiance
2. Executive Session Pursuant to Section 1-19(b)(9) and 7-474(b) of the CT. General Statutes Regarding Records, Reports and Statements of Strategy or Negotiations with Respect to Collective Bargaining - Board of Education Nurses Contract
3. Consider and Approve a Contract Between the Board of Education and the Wallingford Connecticut Health Service Professional Association 1992-1995 - Personnel
4. Consider and Approve a Transfer of Funds in the Amount of \$475 from Health Insurance Acct. #001-8041-800-8300 to Life Insurance Acct. #001-8041-800-8270 - F.Y. 1994-95 - Personnel
5. Consider and Approve a Transfer of Funds in the Amount of \$415 from Health Insurance Acct. #001-8041-800-8300 to Medicare Tax Acct. #001-8020-800-8010 - F.Y. 1994-95 - Personnel
6. Consider and Approve a Transfer of Funds in the Amount of \$1,400 from Printing Acct. #001-1450-400-4180 to Maintenance of Equipment Acct. #001-1450-500-5200 - F.Y. 1994-95 - Finance Dept.
7. Consider and Approve a Transfer of Funds in the Amount of \$22,000 from Personnel Director and Assistant Director Salary Acct. #001-1590-100-1200 to Self-Insurance Deductible Acct. #001-8040-800-8270 - F.Y. 1994-95 - Risk Manager
8. Discussion Regarding Action Taken at the June 20, 1995 P.U.C. Meeting Pertaining to the Cytec Power Service Supply Agreement as Requested by Councilor Geno J. Zandri, Jr.
9. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
10. Consider and Approve Tax Refunds (#1-4) in the Amount of \$246.19 - Tax Collector
11. Consider and Approve Mayoral Transfers Approved to Date
12. Note for the Record Anniversary Increases Approved by the Mayor to Date
13. Approve and Accept the Minutes of the June 13, 1995 Town Council Meeting
14. Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes Regarding Strategy & Negotiations with Respect to Collective Bargaining - Town Attorney

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6:30 P.M.

SUMMARY

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| 3. Approve a Contract Between the Board of Education and the Wallingford Connecticut Health Service Professional Association 1992-95 - Personnel  | 1-2             |
| 4. Approve a Transfer of \$475 to Life Insurance Acct. #001-8041-800-8270 - F.Y. 1994-95 - Personnel  | 2               |
| 5. Approve a Transfer of \$415 to Medicare Tax Acct. #001-8020-800-8010 - F.Y. 1994-95 - Personnel  | 2               |
| 6. Approve a Transfer of \$1,400 to Maint. of Equip. Acct. #001-1450-500-5200 - F.Y. 1994-95 - Finance Dept.  | 2               |
| 7. Approve a Transfer of \$22,000 to Self-Insurance Deductible Acct. #001-8040-800-8270 - F.Y. 1994-95 Risk Manager   | 2-6             |
| 8. Withdrawn  |                 |
| 9. PUBLIC QUESTION AND ANSWER PERIOD - Transportation costs for Special Education Students; Community Pool; Hiring of Personnel Director; Fairfield Blvd.; Simpson School; Wooding/Caplan Property; Recent Decision by Director of Parks to Prohibit the Consumption of Alcohol in Public Parks | 7-10            |
| 10. Approve Tax Refunds (#1-4) in the Amount of \$246.19 - Tax Collector  |                 |
| 11. Approve Mayoral Transfers Approved to Date  | 2               |
| 12. Note for the Record Anniversary Increases Approved by the Mayor to Date   | 2               |
| 13. Approve and Accept the Revised Minutes of the June 13, 1995 Town Council Meeting  | 2               |
| 14. Withdrawn   |                 |

TOWN COUNCIL MEETING

JULY 11, 1995

6:30 P.M.

The following is a record of motions made and acted upon by the Wallingford Town Council at its regular meeting held on Tuesday, July 11, 1995 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Thomas D. Solinsky at 6:32 P.M. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall. Mayor William W. Dickinson, Jr. and Comptroller Thomas A. Myers were also present. Town Attorney Janis M. Small was absent.

The Pledge of Allegiance was given to the Flag.

A moment of silence was observed for Royal Morrissette, Master of the Grange and member of Holiday for Giving Committee.

ITEM #2 - Withdrawn

ITEM #3 Consider and Approve a Contract between the Board of Education and the Wallingford Connecticut Health Service Professional Association 1992-95 - Personnel

Motion was made by Mrs. Duryea to Approve the Contract, seconded by Mr. Knight.

Thomas Sharkey, Acting Personnel Director and Dale Wilson, Assistant Superintendent of Personnel at the Board of Education were present to answer any questions the Council had on this topic.

Mr. Wilson summarized the changes to the contract as follows:

- 2% increase for each of the four years beginning 1992, 1993, 1994 & 1995.
- Two (2) additional staff development days are included without additional stipend. One will take effect 1996-97 and the second, 1997-98. Topics such as Hepatitis B and Universal Precautions (AIDS Education) will be presented to the nurses which will help them in the area of job performance.
- An additional twenty (20) minutes will be added to the workday beginning in 1996 without additional compensation.
- Co-pay for health insurance increases from 3.5% presently in effect to 5% in 1996-97 and 6% in 1997-98.
- There will be no access to sick time during the six (6) month probationary period and no grievance allowed for dismissal during such time.
- An Education Stipend of \$500 annually will be granted for BS/MS degrees or for special certification in school nursing.

Mr. Wilson went on to say that the Board felt that it met its objectives with this contract and ratified it last night.

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Mr. Zandri congratulated the Board of Education for negotiating a good contract. It sets an example for all other unions to follow.

Mr. Rys explained that he will abstain from voting on this item due to the fact that he is related to a member of this bargaining unit to which this contract directly applies.

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

Motion was made by Mrs. Duryea to Consider the Following Agenda Items as One Item Calling for One Vote, seconded by Mr. Knight:

ITEM #4 Consider and Approve a Transfer of Funds in the Amount of \$475 from Health Insurance Acct. #001-8041-800-8300 to Life Insurance Acct. #001-8041-800-8270 - F.Y. 1994-95 - Personnel

ITEM #5 Consider and Approve a Transfer of Funds in the Amount of \$415 from Health Insurance Acct. #001-8041-800-8300 to Medicare Tax Acct. #001-8020-800-8010 - F.Y. 1994-95 - Personnel

ITEM #6 Consider and Approve a Transfer of Funds in the Amount of \$1,400 from Printing Acct. #001-1450-400-4180 to Maintenance of Equipment Acct. #001-1450-500-5200 - F.Y. 1994-95 - Finance Dept.

ITEM #11 Consider and Approve Mayoral Transfers Approved to Date

ITEM #12 Note for the Record Anniversary Increases Approved by the Mayor to Date

ITEM #13 Approve and Accept the Revised Minutes of the June 13, 1995 Town Council Meeting

VOTE TO CONSIDER AS ONE ITEM: All ayes; motion duly carried.

VOTE TO APPROVE AS ONE ITEM: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #7 Consider and Approve a Transfer of Funds in the Amount of \$22,000 from Personnel Director and Assistant Director Salary Acct. #001-1590-100-1200 to Self-Insurance Deductible Acct. #001-8040-800-8270 - F.Y. 1994-95 - Risk Manager

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Mr. Knight asked Mark Wilson, Risk Manager to elaborate on the facts of the case which caused it to be dismissed.

Mr. Wilson explained that this case developed a few years ago as a result of the Police Department's actions of recording privileged conversations between incarcerated individuals and their legal counsel. It was not a deliberate action but an incidental one, that many telephone lines are recorded in most police departments in the State and nationwide. A ruling in a Southbury, CT. case determined that the standard procedure was considered illegal, therefore it is no longer practiced. Our case ended in a dismissal since it was a

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proven fact that there was no intent to interfere with the client/attorney privilege.

Mr. Solinsky asked, does the Town have to pay the entire \$22,000.?

Mr. Wilson responded, it actually cost the Town \$24,891.92. Some funds currently exist in the account from which the attorney's fees will be paid. An additional \$22,000 is required to fund the entire amount.

It is noted that the deductible is \$25,000 on this self-insurance account.

Mr. Rys asked, this amount is solely to pay for attorney's fees? The client receives nothing?

Mr. Wilson responded, that is correct.

Mr. Zandri asked, was an outside firm hired for this case?

Mr. Wilson explained that the Town has a self-insurance deductible and they hire an attorney who specializes in this type of litigation. We have a \$25,000 exposure but the insurance company insures us for \$4 million of liability. The insurance company hires the attorney in a case such as this and we reimburse them.

Mr. Zandri asked, why don't we have the option of using our own attorney?

Mr. Wilson responded, their (insurance company) exposure is \$4 million as opposed to the Town's which is \$25,000 (the deductible). You may have a very good town attorney who is well versed in municipal law and liabilities and has a good grasp of the political environment but does not have the expertise in the area of police liabilities.

Mr. Zandri could not see any benefit to the Town for having such an insurance policy for we are automatically obligated to a \$25,000 bill right off the bat.

Mr. Wilson responded, since police liability is such a litigious environment the insurance companies have realized that if they take the entire transfer of risk then many police departments would forego training, they would fail to adopt and enforce policies. You cannot buy an insurance policy for police liability with no deductible. They want the municipalities to assume some liabilities, therefore they will have an incentive to train the personnel and adopt and enforce policies.

Mr. Zandri stated, if the insurance company feels that they want to protect themselves then let them hire the attorney. This is a simple matter, not one that requires a great deal of expertise to handle.

Mr. Gouveia asked, is the policy being referred to a comprehensive Town-wide policy or strictly for the Police Department?

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Mr. Wilson responded, it is strictly for the Police Department. We have since reduced our deductible to \$15,000. At the time the case was opened it was \$25,000.

Mayor Dickinson stated, there are deductibles on other policies as well. This is not the only policy with one.

Mr. Zandri stated, he feels that the Town has the right to represent themselves.

Mr. Gouveia pointed out that an attorney can become lax in their duties on the case and run the bill up since the insurance company has the exposure of up to \$4 million liability.

Mr. Wilson responded, you always have the option of not presenting the claim to the insurance company. The Town Attorney can try and mitigate claims on his own but Mr. Wilson recommends against such action.

Mr. Zandri asked, how much does it cost the Town for this policy?

Mr. Wilson answered, \$56,000 per year.

Mr. Zandri pointed out that we paid not only the \$25,000 deductible but also the \$56,000 premium for the year to save the insurance company from being harmless on this particular case.

Mr. Wilson stated, the exposure is phenomenal. If you look at some of the judgements that have been passed down as far as police liability, it is so easy to be subject to an exposure.

Mr. Zandri stated that you have to look at it on a case by case basis. This particular incident was not a major liability exposure.

Mr. Wilson pointed out that you cannot buy particular incident insurance.

Mr. Zandri stated that the Town would have to use judgement. Our own attorneys probably could have handled this matter.

Mr. Wilson disagreed.

Mr. Gouveia stated, this particular incident could have cost the Town a lot of money. He was glad that it only cost \$24,000+.

Mr. Wilson pointed out that what you really don't want is a judgement. You want to win, you want to get dismissals, you want to get it thrown out of court, you want to have good attorneys representing you. This case would not be any better if it was settled for \$175,000 and we only had to pay \$24,000.

Mayor Dickinson asked everyone to keep in mind that if we had no deductible on this the question is, what would the premium be? If you had no deductible that premium would jump by a large amount. He asked Mr. Wilson, how much would the policy cost with no deductible amount?

Mr. Wilson responded that the policy cannot be purchased without a

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deductible.

Mayor Dickinson stated that the Town has gone to higher deductibles with most of its policies in order to avoid the out-of-pocket expense on the premium. Once you pay the deductible, obviously you have lost that money but we are saving, overall with the lower premiums.

Mr. Zandri reiterated his point that he feels the Town has the right to defend itself in this case and we have a paid staff to do so.

Mayor Dickinson responded, we do have a right to defend ourselves but most probably the insurance company would want a waiver from us that we were not going to call upon the policy should we lose the case.

Mr. Zandri asked Mr. Wilson to please check with the insurance company for a clarification on their stand is on the issue of the Town defending itself by utilizing its own legal staff and to keep him informed of their position on the matter.

Mr. Killen stated, if the insurance company is allowed to choose the attorney, they can choose anyone from a new graduate out of law school to someone who has been teaching law for a number of years. They can choose an attorney who charges \$150/hr. or \$550/hr. and charge it all to the Town and wipe out our deductible in no time at all. Yet, in-house that insurance company would first have someone look over that case and realize the risk may be minimal, therefore someone of a specific category could handle it. But if they so desire they can go five levels above that and we are supposed to pay the bill simply because they pick a higher priced lawyer. We have no protection for ourselves.

Mr. Wilson feels that situation has changed and the Town has gained some protection. With the new policy the company has provided the Town with a list of attorneys from which to choose. Only with regards to police liability do we have a choice.

Mr. Knight stated that if the legal fees had been \$150,000 the Council would, most likely, not be having this conversation. It is important to remember that the exposure is 95% with the insurance company. This is specialized law and he does not believe that constitutional law such as this is something that he would call upon the Town Attorney to have a complete background in. He feels gratified that the Town won the case. A few months ago when this came in front of the Town Council we directed them to pursue it. He is pleased that the Town got away with \$24,000 and the plaintiff received nothing.

Mr. Gouveia asked, who made the decision to change the deductible from \$25,000 to \$15,000.? Was it Mr. Wilson or was a committee involved in the decision?

Mr. Wilson responded, he, himself, made that decision. When the Town markets the insurance policy they ask for different levels of deductibles or no deductible. It comes in with what the market bears, in this case, no one has a no deductible. The \$15,000 deductible was the first level available.

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Pasquale Melillo, 15 Haller Place, Yalesville, stated that the area of police liability is being targeted more and more for lawsuits by people who are just trying to make money. He feels that the Town should increase its insurance by millions more than we currently have. We are under-insured. He asked the Mayor if the Town has the right to hire its own lawyer if it so pleases?

Mayor Dickinson responded, the insurance company is obligated to provide defense for the Town under the policy. If we tell them we don't want them to supply the defense, they will most likely refuse to supply the money to pay any settlement. We could pay a lawyer in addition to the one the insurance company hires. We could object to a lawyer that they would choose but they would want to agree with whomever is chosen because it is ultimately their rates, their reserves that come into question if the case is handled poorly.

Philip Wright, 160 Cedar Street asked, does Mr. Wilson have the authority to commit the Town to spending this kind of money?

Mr. Solinsky stated, the Council would be approving the expenditure by paying it.

Mr. Killen stated, he can spend it because he has the bill for that amount of money.

Mr. Wright stated, if he has the authority to spend the funds then he should be able to do so without all the questioning.

Frank Wasilewski, 57 N. Orchard Street asked, what is the company we have the insurance through?

Mr. Wilson responded, National Casualty in Scottsdale, Arizona.

Mr. Wasilewski stated, when the insurance company goes to court they are defending themselves as Wallingford. The deductible should come from the award in the case, not for paying for an attorney. They must have attorneys working for them who handle these cases. That is what the Town pays premiums for. The deductible should not come into play at all because there was nothing paid in an award. They should pay for the attorney themselves, not the Town. If there was an award in the case, that is where the deductible should come from.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #8 - Withdrawn

ITEM #10 Consider and Approve Tax Refunds (#1-4) in the Amount of \$246.19 - Tax Collector

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.



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PUBLIC QUESTION AND ANSWER PERIOD

Pasquale Melillo, 15 Haller Place, Yalesville congratulated Mr. Solinsky for allowing him to finish his statements during the last public hearing and also Mr. Zandri for putting in place the checks and balances by upholding the hearing relative to the P.U.C. (Special Town Council Meetin of 7/5/95 - Cytec Agreement)

He referred to information received recently from the Superintendent of Schools, Joseph Cirusuolo, with regards to the cost to the Board of Education's budget for the transportation of special education students amounting to \$98,000 per year. Meriden purchased their own vehicle to transport those students with special needs, thereby saving a great deal of money. The Board should purchase their own vehicles also.

Mr. Melillo then asked, what is the story on the condition of Community Pool? Is it true that the cost to repair the pool is \$1 million?

Mr. Knight answered, there are a lot of figures being thrown around. There is one study that the Town has spent \$1,900 for where one pool designer feels that the pool can be renovated for \$700,000 or \$1 million depending on how elaborate the renovation is. That is one figure that one consultant has put forward. In terms of regular maintenance of the pool, that figure is up around \$60,000. for the season...maintenance and staffing. He asked the public not to confuse complete renovation with the state of the pool at this time. The pool is not improving at the rate of expenditures right now. We are just patching it to keep it running.

Mr. Melillo asked if the pool will be open next year?

Mayor Dickinson responded, later this summer the Recreation Department will come to him indicating what direction they would like to follow and at that point there will be discussion at a Council Meeting and hopefully a design can be chosen and work planned. The Recreation Department and Recreation Commission will be looking to meet sometime in July and once they decide what they think is in the best interest of recreation in Town, we will begin to move forward.

Frank Wasilewski, 57 North Orchard Street asked, how close are we to hiring a Personnel Director? It has been over three years that we have been waiting.

Mayor Dickinson responded, we are in the process now with applications. We have hired a specialist in the Personnel area and he is reviewing the first stage of work that was requested of all the applicants and then interviews are being scheduled for this month.

Mr. Wasilewski asked, have any women applied for the position?

Mayor Dickinson answered, he believed so.

Mr. Wasilewski stated, a good female Personnel Director would not do the Town any harm.

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Mr. Wasilewski asked, what bid was accepted for the architectural work for Fairfield Blvd.?

Mayor Dickinson responded, the firm chosen had the lowest bid offer. It was a two envelope system and Lazarus and Sargent had the lowest dollar figures submitted.

Mr. Wasilewski asked, how could there be such a discrepancy between the lowest and highest bidders with the highest bid exhibiting a figure of close to \$300,000.? Did they have the same specifications to follow?

Mayor Dickinson agreed that all the firms had the same bid specifications to follow. The bids ranged from approximately \$86,000 to approximately \$210,000. There is a lot of competition.

Mr. Wasilewski asked, when will they begin the work?

Mayor Dickinson responded, it is being worked on presently. The initial meeting was already held with the departments involved. Public Works Director, Henry McCully is overseeing the project and the design work has begun.

Mr. Wasilewski asked, how long will the entire process take?

Mayor Dickinson guessed it to be approximately one year.

Mr. Wasilewski then asked, what are the Mayor's plans for Simpson School?

Mayor Dickinson stated, it is his recommendation that the Council sell it but the Council will have to make the decision. We need to have an idea of exactly when the building will be finished before we begin to indicate when, if we will sell it, we can convey it to someone else.

Mr. Wasilewski asked, what are we doing with the Wooding/Caplan property?

Mayor Dickinson responded, at this point there are not definite plans but as the economy improves we would go back out and ask for proposals for private use.

Mr. Wasilewski asked, what other properties do we have that we would like to get rid of in Wallingford?

Mayor Dickinson answered, he is not aware of any others right now.

Mr. Wasilewski stated, we should go to work on Simpson School and get rid of it as soon as we can for he hates to see it hang around like the Wooding property.

Mr. Rys stated that he has been approached by at least two or three residents, including an organization that he belongs to who had applied for a permit to use the pavilion areas, whether it be Community Lake or Pragman Park or Marcus Cooke Park, and it appears as

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though liquor is no longer allowed in the parks. He does not recall a directive of any type being issued which banned the consumption of alcohol at any of the above-mentioned places. He researched the ordinance which regulates the public parks use and he contacted the Chief of Police to see what information, if any, he had on the subject. Chief Dortenzio was not aware of the ban on liquor at the parks. It appears as though the ordinance allows the Director of Parks to decide whether or not to issue a permit for use of liquor at the parks. Several clubs have utilized the areas over the years and have done so without incident. Many clubs and church groups throughout the Town utilize the parks, what happened?

Mayor Dickinson responded, there was some bad experiences and, as a result, the Director of Parks felt that it would be best not to allow the consumption of alcoholic beverages in the parks. There were a series of gatherings that resulted in damage being done. It reached a point that the Director felt it was no longer in the Town's best interest to allow the practice to continue.

Mr. Rys asked, was the public ever made aware of this? There are a few angry groups out there right now. The Chief of Police had not been properly informed of the situation either. Can't the Director of Parks use his discretion and evaluate a group according to what their experience has been in the past?

Mayor Dickinson stated that it is difficult to justify having to deal with the kind of clean up and repair issues when the alcohol is involved. It falls on the Recreation Department to explain why the next group cannot use the park the next day. That is the problem. We can obtain a report from the Director of Parks on what the total picture is but the abuses of some may have ruined it for all.

Mrs. Duryea asked, can't a deposit or retainer be required first when the group calls to schedule the park? It can be used to cover the damages.

Mayor Dickinson stated, if it is a private party no one is going to supply that kind of security deposit. A local group or organization may be more inclined to do so.

Mrs. Duryea suggested that when the individual group or party calls the Recreation Department to reserve the park that is when the deposit should be requested from them, otherwise they cannot reserve it.

Mayor Dickinson responded, that is a possible solution but until he talks more with the department, he is not aware of all of the circumstances involved in the issue. He is aware that the police were very supportive of not allowing liquor in the parks because of the complaints and episodes that accompany these types of parties. It can, however, be looked into further.

Mr. Rys stated, he would like to see a report on this issue. We want to promote a good feeling between the organizations and the Town and now we are taking a privilege away from them that they have grown accustomed to. Yes, a good time can be had without liquor/alcohol but

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a lot of the organizations are used to having that option available to them in the past. Let's try and work this out so that we can continue the good practice we have had in the past and eliminate the rowdy groups or individuals who have caused the problems.

Mr. Zappala stated, if you allow drinking in the parks you need to obtain a liquor permit from the State. He doubts that anyone would want to put their name on the list for that permit for the day. It is not a bad choice to eliminate the alcohol.

Mr. Zandri was under the impression that the only time a permit is required from the State is when you are dispensing (selling) liquor.

Ms. Papale stated that she recalled passing an ordinance which prohibited the drinking of alcoholic beverages in the parks and that a permit would be issued only for special picnics or parties.

Town Clerk Kathryn Wall agreed that the only time a liquor permit is required from the State is when an organization is selling liquor, such as is done at carnivals.

Ms. Papale asked, if someone wanted to hold a graduation party at Pragman Park and wanted to have a keg of beer present, could they or couldn't they have one?

Mayor Dickinson stated, it is his understanding that the permit would prohibit the alcohol from the park.

Mr. Rys stated, the ordinance has to be changed. As it reads now the ordinance states that the Director of Parks can give written permission to obtain a permit.

Mayor Dickinson stated, it is important to find out what the experience of the Recreation Department has been and then decide if there is a way of handling the issue. The issue of a deposit is not a simple one because there is no mechanism, currently for holding one. Also, what kind of deposit are we looking for? What happens if someone writes a bad check? There is a lot of regulatory language that has to be developed just to address the holding of a deposit. We need to obtain more information from the Director of Parks.

Mr. Solinsky asked everyone to carefully review the minutes of the July 5, 1995 Special Town Council Meeting that was held in Room #315. Due to the poor acoustics in the room and the type of recorder used it was difficult to obtain a clear recording so as to assure an accurate transcription.

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

VOTE: All ayes; motion duly carried.

There being no further business, the meeting adjourned at 7:42 P.M.

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Meeting recorded and transcribed by:

*Kathryn F. Milano*

Kathryn F. Milano  
Town Council Secretary

Approved by:

*Thomas D. Solinsky*

Thomas D. Solinsky, Chairman

*7-25-95*

Date

*Kathryn J. Wall*

Kathryn J. Wall, Town Clerk

*July 25, 1995*

Date