

WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, July 20, 2010

Council Chambers, Wolcott Town Hall

7:00 p.m.

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MINUTES

Note: These are **summary minutes**; a tape recording of this meeting is on file in Commission Secretary's Office in Wolcott Town Hall.

Chairman Santogatta called the regular meeting to order at 7:00 p.m. with the Pledge of Allegiance, and attendance was taken.

MEMBERS PRESENT: Chairman Michael Santogatta; Vice-Chairman Steven Olmstead, David Valletta, Michael Perrone, Randy Petroniro Sr., Gale Mastrofrancesco, Francis Masi, Charles Marsella, and Michael Bokon

MEMBERS ABSENT: None

ALSO PRESENT: Mayor Thomas Dunn; Linda Bruce, Municipal Finance Officer; Brian Tynan, Town Attorney; George Babcock, Charter Revision Commission Chairman; Arline Tansley, Charter Revision Commission Vice-Chair; Rachel Wisler, Charter Revision Commission Member; William Brown, Charter Revision Commission Member

APPROVAL OF MINUTES:

▪ **Regular Meeting – June 15, 2010**

Upon **MOTION** by Francis Masi, seconded by David Valletta, it was unanimously voted to **approve** the minutes of the Regular Meeting held on June 15, 2010.

▪ **Special Meeting – June 28, 2010**

Upon **MOTION** by David Valletta, seconded by Charles Marsella, it was unanimously voted to **approve** the minutes of the Special Meeting held on June 28, 2010, with Mr. Masi and Mr. Petroniro abstaining.

▪ **Special Meeting – July 7, 2010**

Upon **MOTION** by Charles Marsella, seconded by Randy Petroniro, it was unanimously voted to **approve** the minutes of the Special Meeting held on July 7, 2010, with Mr. Masi, Mr. Valletta, Mr. Perrone, and Mrs. Mastrofrancesco abstaining.

TAXPAYERS' TIME: (Limited to Items on the Agenda)

No taxpayers came forward.

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CORRESPONDENCE (on file):

1. Finance Office Transfers for FY 2009-2010 Year End, submitted by Linda Bruce
2. Finance Office Transfer for FY 2010-2011, submitted by Linda Bruce
3. Proposed Revisions to the Town of Wolcott Charter, submitted by the Charter Revision Commission (see two (2) separate attachments)
4. Letter dated July 14th from Linda Bruce, along with letter from Town Attorney Brian Tynan dated July 15th regarding Comcast Contract for the Sewer & Water Department (proposed contract attached)
5. Proposed Resolution to Authorize the Board of Education to Enter into a Multi Year Computer Lease/Finance Agreement and letter dated July 15th from Town Attorney Brian Tynan regarding the Agreement (additional info attached)
6. Letter dated July 14th from Linda Bruce, along with letter from Town Attorney Brian Tynan dated July 15th regarding Request for Bid Waiver for Motorola Service Agreement (proposed agreement attached)
7. Letter dated July 15th from Mayor Dunn regarding re-appointment of Police Chief
8. Proposed Employment Contract for Acting Police Chief
9. Letter dated June 16th to Lynne Morytko regarding her reappointment to the Board of Ethics
10. Letter dated June 16th to Nicole Grant regarding her reappointment to the Board of Ethics
11. Notice dated June 18th to Town Clerk regarding Town Council Summer Schedule
12. Letter dated June 29th to Mark Baldwin regarding his appointment to the Board of Education
13. Letter dated July 6th from Cathe Sherman advising of her resignation from the Library Board of Directors
14. Letter dated July 6th from the Republican Town Committee recommending that Alan Giacomi be appointed to the Library board of Directors
15. Copy of letters dated July 12th to U.S. Representative Murphy, Senator Caligiuri, and State Representative Mazurek from Superintendent Macary requesting assistance in securing funds for a waterline for Wolcott High School (preliminary engineering report attached)
16. Letter dated July 14th from Superintendent Macary regarding Negotiations with Teachers

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17. Copy of Wolcott Town Council Annual Report for FY 2009-2010 submitted to the Mayor's Office
 18. Board of Education Year to Date Budget Report dated 06-30-10 (separate attachment)
 19. Proposed Resolution Increasing Refunding Bonds Authorization
 20. Proposed Resolution Approving Bond Purchase Contract for General Obligation Bonds, Issue of 2010, Series A

MAYOR'S REPORT:

Mayor Dunn came forward and reported the following:

- They met with Moody's last week to review the Town's finances; they discussed the fund balance extensively; he should hear something about the Town's rating by the end of the week;
- An employee in the Town Clerk's Office just recently resigned; he did not have any knowledge of this during the budget process; at this time he does not plan on filling this position;
- The Youth Center construction is going great and is on schedule; the Lions Club will be utilizing it during the fair, and then they will have a Grand Opening after that;
- Road reclaiming will begin next week on the following roads: Cancellaro, Rocco, & Sanford
- The Long Swamp Road project will be starting soon; it is currently in the State's hands; the apparent low bidder is Cocchiola; the State has to approve the bidder; the plans have been sent to the State; it is stimulus money and he is not sure yet whether it needs to come to the Town Council
- Engineering is complete and construction will begin in the Tosun Road area; the plan was to put a waterline in, however, there has been some opposition from the residents; it's a 3.5 million dollar project, which will be done in phases as they get money; there are STEAP funds and Federal funds available;
- On lower Woodtick Road, they will be replacing the waterline which will be designated as a repair, per an agreement that was signed in the early 80's; the Town is responsible for repairs on the Wolcott side;
- The Website is being overhauled; it should be done within the next month;
- The BAW hosted the Regionals; it was a great event with a large turnout;
- The Town Picnic is scheduled on the Town Green this Sunday @ 4:00 p.m.

A question and answer period followed, during which discussions were held and/or comments were made regarding the following items:

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- White line in front of Wachovia on Rt. 69 needs to be repainted;
 - Additional roads that need work, how the determinations are made and who decides which roads will be reclaimed;
 - Repair of waterline on lower Woodtick Road;
 - Who maintains and/or updates the Town of Wolcott website;
 - Tosun Road area reconstruction & waterline; classification of zones in Tosun Road area;
 - Waterline for high school; preliminary engineering report for water main for high school

FINANCE OFFICER'S REPORT/TRANSFERS:

Linda Bruce came forward and proceeded to review the process that occurs in the Finance Office at the end of each fiscal year. She also noted that project funds are not closed out at the end of the fiscal year; they are carried forward.

Mrs. Bruce next advised that she submitted transfers for approval this evening for both the year end transfers for 2009-2010, and one transfer for FY 2010-2011 (**see attached**).

A **MOTION** was offered by Francis Masi, seconded by Michael Perrone, to **approve** all of the transfers as submitted.

An **AMENDED MOTION** was offered by Francis Masi, seconded by Michael Perrone, to **approve** the transfers submitted for FY 2009-2010 Year End.

Chairman Santogatta called for vote on the amended motion, which **carried** unanimously by voice vote.

Discussion next ensued regarding the proposed transfer for the Acquired Facilities Commission for 2010-2011. Mr. Perrone commented that a request for a \$2,000.00 salary increase should have been brought forth during the budget process.

A **MOTION** was offered by Michael Bokon to **Deny** the transfer submitted for FY 2010-2011 (Acquired Facilities-Dept. 30); there was no second.

Chairman Santogatta announced that the above motion **fails** for lack of a second.

Upon **MOTION**, by Michael Perrone, seconded by Gale Mastrofrancesco, it was unanimously voted to **TABLE** the transfer submitted for FY 2010-2011, as it requires more information and/or explanation from the Commission (Acquired Facilities-Dept. 30).

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SUB-COMMITTEE AND LIAISON REPORTS:

Mrs. Mastrofrancesco: Negotiations Committee will meet tomorrow regarding the Town Hall Employees contract.

Mr. Petroniro: Spoke with Superintendent Macary regarding his letter advising of the upcoming teacher negotiations; he is looking for representation from the Council. Mr. Petroniro noted that he and Mrs. Mastrofrancesco can sit in on the negotiations as liaisons, unless someone else on the Council would like to represent.

Mr. Santogatta advised that he will write a letter advising the Superintendent that Mr. Petroniro and Mrs. Mastrofrancesco, as the liaisons to the Board of Ed, will be representing the Council during negotiations. He added that per the request in the letter from the Superintendent, they should schedule a joint meeting and have an Executive Session between the Council and the Board of Ed before negotiations begin.

UNFINISHED BUSINESS:

There was no unfinished business.

NEW BUSINESS:

1. Report from the Charter Revision Commission

George Babcock, Arline Tansley, Rachel Wisler, and William Brown came forward, at which time Mr. Babcock advised that they submitted their proposed revisions to the Council in their packets (**see attached excerpts**). Mr. Babcock commented that all of the members of the Charter Revision Commission were very productive and did a great job. Most of the revisions that they are proposing were voted on unanimously; some were not. They followed the procedures set forth by the Connecticut Conference of Municipalities; they held one Public Hearing before they started any substantive work and held another Public Hearing before they presented their findings to the Council. At the last Public Hearing, the Commission met immediately afterwards and made some changes based on the input they received. He noted that at this point the Town Council has 45 days to either hold a Public Hearing or send it back to them and then they will meet again and resubmit back to the Council. If the Council wants it ready for the November elections, then they must get everything done by September 2nd.

Mr. Masi, Mrs. Mastrofrancesco, and Mr. Valletta all referenced the proposal of establishing a **Civilian Police Review Board** (proposed Section 408 a), and all

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questioned why the Commission felt that this was necessary and/or appropriate for the Town of Wolcott.

Mr. Babcock advised that the Commission as a whole all had issues with the way things has transpired in the past with the Police Department. They reviewed many surroundings towns' policies and also met with Chief O'Leary. They felt that a Police Commission would be too strong as they are governed by State mandates. Therefore, they felt that a Civilian Police Review Board would be more appropriate to make sure that all citizens and members of the Police Department had an outlet for any issues that they may have, and they would be able to refer these problems and/or their recommendations to the Police Chief or Mayor. It could possibly prevent costly litigation. Mrs. Tansley advised that they did not want a Police Commission which would have a lot of power; a Review Board does not have the same power. There are four cities that have Review Boards, two of which are New Haven and Bridgeport; they also have a Police Commission. The Board is the first step that a complaint goes to, before it gets to their Commission. The Board would act like a buffer between the Mayor and the Police Department, either internal or external.

A lengthy question and answer period followed during which discussions were held regarding other towns and cities who have or do not have Review Boards, the purpose of having a Board if they really do not have any power, the reasons for the opposition from most people to this idea who attended the Public Hearing, the way the Board will be appointed and the issue of it becoming too 'political', and various other issues involved. Mr. Petroniro and Mr. Olmstead expressed that they are in favor of a Review Board. Mr. Valletta commented that the Board seems pretty benign, but he didn't see the purpose for it. Mrs. Mastrofrancesco expressed concerns and noted that she is not in favor of a Review Board. Mr. Masi commented that he is still not convinced that a Review Board is the right thing; they have a buffer already, between the Mayor and the Police Chief, and if it has no power, it serves no purpose. Discussion continued with respect to the pros and cons of a Civilian Police Review Board.

The following proposed revisions were also referenced and discussed:

- **Section 408 Chief of Police;** Mr. Petroniro favored the 3 year limit on a contract;
- **Section 414 Fire Marshal;** Mr. Petroniro favored the addition of Town Council approval for the appointment of a Fire Marshal; it was also noted by Mr. Babcock that per State Statute, the only way to remove a Fire Marshal is for just cause;
- **Section 707 (c); Public Bidding Procedure;** it was noted that most other towns are all at \$10,000, as well as the State;
- **Section 202 Elective Officers;** Mrs. Wisler commented that she, personally, does not like the way they reworded it and feels that there is a

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potential that the Town Council could ultimately end up being nine members of the same party. Chairman Santogatta noted that petitioning candidates are not considered a member of an endorsed party slate. Lengthy discussion followed and various scenarios were brought forth regarding this item.

The Council thanked for the Commission for all of their work, and it was noted that they did a great job. Chairman Santogatta advised that they will need the Town Attorney to get a timeframe together for the Council.

2. Discussion & Possible Action on Comcast Contract for the Sewer & Water Department

Chairman Santogatta advised that the Council received recommendation letters to approve the above item from both the Finance Officer and the Town Attorney **(see attached)**.

Mr. Perrone made some inquiries regarding the service provision. He advised that there are differences in residential and business contracts with respect to response time. He noted that the agreement states that it is a business class agreement, however, he does not see their service provision included. Mrs. Bruce advised that it is a business service agreement, and that something in writing can be provided to the Council.

Upon **MOTION**, by Francis Masi, seconded by Michael Perrone, it was unanimously voted to **approve** the Comcast Contract for the Sewer & Water Dept, and request that the Finance Officer furnish the additional information as discussed **(on file)**.

3. Discussion & Possible Action on Bid Waiver Request for Kitchen Equipment for Youth Center

Mr. Masi distributed a handout of pricing for kitchen equipment, provided to him by Mr. Podzunas **(see attached)**. He noted that Mr. Podzunas has contributed a lot of items to the Youth Center that he has not charged for and further noted that Mr. Podzunas has the connections to obtain this equipment very inexpensively and that they can save close to \$19,000.00 if they agree to waive the bidding procedure. Mr. Petroniro noted that he showed the list to Sandy Marino, of Sandy's TV, who stated to him that he can't even buy these items this low at wholesale cost. It was noted that this is not an addendum to the original contract with Mr. Podzunas; it is not part of the construction. It is for ancillary equipment.

Upon **MOTION**, by Francis Masi, seconded by Randy Petroniro, it was unanimously voted to **waive** the bidding procedure for the kitchen equipment for the Youth Center.

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4. Resolution to Authorize the Board of Education to Enter into a Multi Year Computer Lease/Finance Agreement

Upon **MOTION**, by Francis Masi, seconded by David Valletta, it was unanimously voted to **adopt** the following resolution; **RESOLVED**, that the Town Council of Wolcott authorizes the Wolcott Board of Education to finalize the financing of their 107 computers with Municipal Leasing Consultants of Grand Isle, VT, Its Agents or Assignee. The proposal was approved at a rate of 3.89% which is fixed until July 30, 2010 after which time the rate floats until funding and will be based on the like term Swap rate. The Chairman of the Wolcott Board of Education is hereby authorized to execute any and all legal documents necessary to conclude the financing of the lease purchase agreement, subject to the approving opinion by the Town's attorney Brian Tynan (**see attached**).

5. Discussion & Possible Action on Bid Award for the Reconstruction of Long Swamp Road

Mayor Dunn advised that he is waiting to hear from the State regarding the Long Swamp Road project; they need to review and approve the bid from Cochiolo. He noted that he has not yet heard back from them.

Upon **MOTION**, by Francis Masi, seconded by David Valletta, it was unanimously voted to **TABLE** Agenda Item #5, 'Discussion & Possible Action on Bid Award for the Reconstruction of Long Swamp Road'.

6. Discussion & Possible Action on Bid Waiver Request for Motorola Service Agreement for Communications System

Chairman Santogatta advised that the Council received letters with respect to the above item from both the Finance Officer and the Town Attorney (**see attached**).

Upon **MOTION**, by Michael Perrone, seconded by Gale Mastrofrancesco, it was unanimously voted to **waive** the bidding procedure for the Motorola Service Agreement for the Communications System.

7. Discussion & Possible Action on Approval of Appointment of Police Chief

Upon **MOTION**, by Francis Masi, seconded by Randy Petroniro it was unanimously voted to **ratify** the recommendation of the Mayor to **appoint** Neil O'Leary from Acting Police Chief to Police Chief.

8. Discussion & Possible Action on Employment Agreement for Police Chief

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A **MOTION** was offered by David Valletta to **TABLE** 'Discussion & Possible Action on Employment Agreement for Police Chief' to Executive Session.

Mr. Valletta **WITHDREW** his motion.

Upon **MOTION**, by Gale Mastrofrancesco, seconded by Michael Perrone, it was unanimously voted to **approve** the Employment Agreement for the Police Chief, with the condition that the dates be changed and the words 'Acting' be deleted **(on file)**.

Upon **MOTION**, by David Valletta, seconded by Gale Mastrofrancesco, it was unanimously voted to **add** 'Appointment to the Library Board' to the agenda.

Upon **MOTION**, by Gale Mastrofrancesco, seconded by Charles Marsella, it was unanimously voted to **add** 'Resolution Increasing Refunding Bonds Authorization' to the agenda.

9. Appointment to the Library Board

Upon **MOTION**, by David Valletta, seconded by Gale Mastrofrancesco, it was unanimously voted to **appoint** Alan Giacomini to the Library Board to replace Cathy Sherman.

10. Resolution Increasing Refunding Bonds Authorization

Upon **MOTION**, by Michael Perrone, seconded by Francis Masi, it was unanimously voted to **adopt** the following resolution; RESOLUTION INCREASING REFUNDING BONDS AUTHORIZATION BE IT RESOLVED THAT: The resolution authorizing the issuance of Refunding Bonds in an amount not to exceed \$13,500,000 (the "Resolution") as approved by the Town Council at a meeting held on June 28, 2010 is hereby amended to increase the authorization to an amount not to exceed \$14,000,000 and to include the Town's \$2,885,000 General Obligation Bonds, Issue of 2002, Lot B in the Refunded Bonds **(full text of resolution attached)**.

Upon **MOTION**, by Francis Masi, seconded by Michael Bokon, it was unanimously voted to **add** 'Resolution Approving Bond Purchase Contract for General Obligation Bonds, Issue of 2010, Series A', for the Teen Center, Property Acquisition for the School District, and the Communications Center.

11. Resolution Approving Bond Purchase Contract for General Obligation Bonds, Issue of 2010, Series A

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Upon **MOTION**, by Francis Masi, seconded by Michael Bokon, it was unanimously voted to **adopt** the following resolution; TOWN COUNCIL RESOLUTION APPROVING BOND PURCHASE CONTRACT FOR GENERAL OBLIGATION BONDS, ISSUE OF 2010, SERIES A; BE IT RESOLVED, that bonds shall be issued totaling \$4,465,000 and said bond issue shall be known as the Town of Wolcott \$4,465,000 General Obligation Bonds, Issue of 2010, Series A (the "Bonds") {and contained in resolution in #322 as distributed to the Town Council this evening} (**full text of resolution attached**).

ITEMS FOR NEXT AGENDA:

Chairman Santogatta advised to contact himself or the Clerk if anyone has any items.

TAXPAYERS' TIME:

No taxpayers came forward.

EXECUTIVE SESSION:

Upon **MOTION** by Charles Marsella, seconded by Gale Mastrofrancesco, it was unanimously voted to take a five minute recess at 8:55 p.m. and then **enter** into Executive Session for the purpose of discussing a contractual matter and a confidential negotiation matter, inviting Mayor Dunn and Town Attorney Brian Tynan.

Chairman Santogatta called the regular session back to order at 9:37 p.m.

ADJOURNMENT:

Upon **MOTION**, Michael Perrone, seconded by Steven Olmstead, it was unanimously voted to **adjourn** the meeting at 9:37 p.m.

APPROVED:

Elizabeth Gaudiosi, Secretary
WOLCOTT TOWN COUNCIL

Michael J. Santogatta, Chairman
WOLCOTT TOWN COUNCIL

SCHEDULE A
TRANSFERS WITHIN / BETWEEN DEPARTMENTS - FUND 01
2009-2010 FISCAL YEAR - FOR REVIEW ON JULY 20, 2010

<u>DEPARTMENT</u>		<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
111-MAYOR'S OFFICE					
	TO	01-1-111-1-1100	SALARY/ADMINISTRATIVE	307.62	
		01-1-111-1-1110	ADMINISTRATORS	198.11	
		01-1-111-1-1130	SALARY/ASSISTANTS	189.74	
	FROM	01-1-111-2-2200	SOCIAL SECURITY		373.94
		01-1-111-8-8130	CEREMONIAL/EXPENSES		70.85
		01-1-112-8-8100	MEMORIAL DAY PARADE		250.68
112-OTHER GENERAL GOVERNMENT					
	TO	01-1-112-1-1140	WAGES-OPERATIONS	137.88	
		01-1-112-1-1143	WAGES-MAINTENANCE	380.82	
		01-1-112-1-1200	WAGES-PART TIME	9.65	
		01-1-112-4-4211	RECYCLING	2,857.70	
		01-1-112-5-5100	OFFICE SUPPLIES	154.21	
		01-1-112-7-7150	STORM WATER PROJECT	41.41	
		01-1-112-8-8180	TAX REFUNDS	173.40	
	FROM	01-1-112-1-1120	WAGES-CLERICAL		3,755.07
122-TOWN CLERK'S OFFICE					
	TO	01-1-122-1-1100	SALARY/ADMINISTRATIVE	202.06	
		01-1-122-1-1120	WAGES-CLERICAL	275.83	
		01-1-122-1-1130	SALARY/ASSISTANTS	163.53	
	FROM	01-1-122-2-2200	SOCIAL SECURITY		417.59
		01-1-122-3-3250	REGULATORY TRAINING		100.00
		01-1-122-4-4400	MAINT.-EQUIPMENT		123.83
TREASURER'S OFFICE					
	TO	01-1-151-1-1100	SALARY/ADMINISTRATIVE	79.68	
		01-1-151-1-1130	SALARY/ASSISTANTS	188.61	
	FROM	01-1-151-2-2200	SOCIAL SECURITY		218.33
		01-1-151-5-5100	OFFICE SUPPLIES		49.96
152-FINANCE OFFICE					
	TO	01-1-152-1-1100	SALARY/ADMINISTRATIVE	270.68	
		01-1-152-1-1105	SALARY/CHIEF ACCOUNTANT	222.84	
		01-1-152-1-1130	ADMINISTRATIVE ASSISTANT	184.25	
	FROM	01-1-152-1-1120	WAGES-CLERICAL		677.77
153-TAX COLLECTOR					
	TO	01-1-153-1-1100	SALARY/ADMINISTRATIVE	202.62	
		01-1-153-1-1120	WAGES-CLERICAL	66.02	
		01-1-153-1-1130	SALARY/ASSISTANTS	163.45	
	FROM	01-1-153-3-3600	DATA PROCESSING SERVICES		432.09
154-ASSESSOR'S OFFICE					
	TO	01-1-154-1-1100	SALARY/ADMINISTRATIVE	235.89	
		01-1-154-1-1120	WAGES-CLERICAL	257.18	
		01-1-154-1-1130	SALARY/ASSISTANTS	163.45	
		01-1-154-2-2200	SOCIAL SECURITY	178.93	
	FROM	01-1-154-4-4400	MAINT.-EQUIPMENT		500.00
		01-1-154-5-5100	OFFICE SUPPLIES		335.45
161-BUILDING INSPECTOR'S OFFICE					
	TO	01-1-161-1-1170	SALARY-BLDNG INSP	207.00	
	FROM	01-1-161-2-2200	SOCIAL SECURITY		207.00
163-PLANNING & ZONING					
	TO	01-1-163-1-1100	SALARY/ADMINISTRATIVE	115.15	
		01-1-163-1-1120	WAGES-CLERICAL	1,292.15	
	FROM	01-1-163-3-3700	CONSULTING SERVICES		1,407.30
167-REGISTRAR OF VOTERS					
	TO	01-1-167-2-2200	SOCIAL SECURITY	18.71	

SCHEDULE A**TRANSFERS WITHIN / BETWEEN DEPARTMENTS - FUND 01
2009-2010 FISCAL YEAR - FOR REVIEW ON JULY 20, 2010**

<u>DEPARTMENT</u>		<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
211-POLICE					
	TO	01-2-211-1-1110	ADMINISTRATIVE ASSISTANT	165.64	
		01-2-211-1-1120	SALARY/WAGES CLERICAL	266.92	
		01-2-211-1-1400	OVERTIME	8,234.65	
	FROM	01-2-211-1-1140	WAGES-OPERATIONS		8,667.21
212-PUBLIC SAFETY					
	TO	01-2-212-1-1400	OVERTIME	1,571.60	
		01-2-212-4-4950	OPERATION EXPENSE	2,172.18	
	FROM	01-2-212-1-1140	WAGES-OPERATIONS		3,303.99
		01-2-212-2-2200	SOCIAL SECURITY		439.79
213-ANIMAL CONTROL OFFICER					
	TO	01-2-213-1-1140	SALARY/WAGES OPERATIONS	2,221.35	
		01-2-213-2-2200	SOCIAL SECURITY	107.76	
	FROM	01-2-216-1-1140	WAGES OPERATIONS		2,329.11
311-HIGHWAY					
	TO	01-3-311-1-1100	SALARY/ADMINISTRATIVE	124.20	
		01-3-311-1-1400	OVERTIME	1,243.01	
		01-3-311-4-4105	FUEL, HEATING	19.30	
		01-3-311-4-4710	TELEPHONE	675.59	
		01-3-311-4-4950	OPER EXP PARK & REC	195.23	
	FROM	01-3-311-1-1140	WAGES OPERATIONS		2,257.32
521-PARK & RECREATION					
	TO	01-5-521-1-1100	SALARY/ADMINISTRATIVE	69.03	
	FROM	01-5-521-1-1115	SALARY/WAGES INSTRUCTOR		69.03
551-LIBRARY					
	TO	01-5-551-1-1100	SALARY/ADMINISTRATIVE	203.08	
		01-5-551-4-4710	TELEPHONE	262.48	
	FROM	01-5-551-1-1140	WAGES-OPERATIONS		465.56

SCHEDULE A
TRANSFERS WITHIN / BETWEEN DEPARTMENTS - FUNDS 30, 31, 35 & 36
2009-2010 FISCAL YEAR - FOR REVIEW ON JULY 20, 2010

<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
FUND 30 ACQ'D. FACILITIES				
	TO 30-8-800-4-4100	HEAT & LIGHT	79.59	
	30-8-800-4-4950	OPERATION EXPENSE	7.88	
	30-8-800-8-8181	PICNIC REFUNDS	100.00	
	FROM 30-8-800-5-5100	OFFICE SUPPLIES		187.47
FUND 31 FARMINGBURY HILL				
	TO 31-5-801-1-1310	WAGES-SEASONAL HELP	160.00	
	31-5-801-1-1400	OVERTIME	356.79	
	31-5-801-4-4100	ELECTRICITY	1,572.64	
	31-5-801-4-4105	FUEL, HEATING	20.00	
	31-5-801-4-4710	TELEPHONE-FHCC BUSINESS	87.57	
	FROM 31-5-801-5-5405	SEED, SOD, FLOWER & MAT'L'S		386.39
	31-5-801-5-5410	SMALL TOOLS & EQUIPMENT		487.36
	31-5-801-5-5412	COURSE SUPPLIES		716.76
	31-5-801-8-8160	BANK CHARGES		606.49
FUND 35 - SEWER USAGE				
	TO 35-3-321-1-1120	WAGES-CLERICAL	508.45	
	35-3-321-1-1161	PART-TIME ENGR.	10.89	
	35-3-321-1-1220	PART-TIME BILLING CLERK	51.23	
	35-3-321-4-4100	ELECTRICITY	125.68	
	35-3-321-4-4109	WTBY SEWER FILTER PLANT	0.01	
	FROM 35-3-321-2-2200	SOCIAL SECURITY		696.26
FUND 36 - WATER USAGE				
	TO 36-3-351-1-1161	PART-TIME ENGR.	5.20	
	36-3-351-4-4100	ELECTRICITY	753.85	
	36-3-351-4-4105	FUEL, HEATING	20.00	
	FROM 36-3-351-1-1120	WAGES-CLERICAL		779.05

SCHEDULE A
TRANSFERS WITHIN FUNDS 30
2010-2011 FISCAL YEAR - FOR REVIEW ON JULY 20, 2010

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
30 - ACQUIRED FACILITIES				
	TO 30-8-800-1-1100	SALARY / ADMINISTRATIVE	2,000.00	
	FROM 30-8-800-1-1140	WAGES - OPERATIONS		2,000.00

Reason: To fund a salary increase based on the Acquired Facilities Commission Chairperson's recommendation.

Proposed Charter Revisions

As of 07-14-10

SEC. 408A CIVILIAN POLICE REVIEW BOARD

(a) General: There shall be a Civilian Police Review Board (CPRB), which will receive, investigate and make appropriate recommendations to the Mayor and Chief of Police of the Town of Wolcott regarding complaints of citizens not excluding employees of the Police Department, against members of the Wolcott Police Department and/or civilian employees thereof.

(b) Powers and Duties of Board: The CPRB shall be notified by the Mayor's Office, the Chief of Police and or any individual member of CPRB of any and all complaints against members of the Wolcott Police Department and/or civilian employees thereof whether such complaints be written, oral or anonymous.

The CPRB shall be provided with all police documents, reports, electronic transmission, videotape and any other transcriptions related to any civilian complaint. (The Chief of Police may take appropriate actions to maintain the security of police documents, reports, electronic transmissions and videotape reviewed by CPRB) The CPRB may request the Chief of Police conduct appropriate internal affairs investigations of serious complaints against members or civilian employees of the police department. The CPRB shall review the conclusions of any internal affairs investigation of a complaint prior to any disciplinary action being taken and recommend further investigation to the Chief of Police if appropriate. The CPRB may request written statements made under oath through the Chief of Police from any member or civilian employee of the department and of the complainant in order to fully investigate any complaint. The CPRB shall make a written report of their investigation and findings and their recommendation as to discipline to be taken if any regarding all complaints, when appropriate, to the Mayor and Chief of Police, however, the CPRB shall not have authority to impose discipline. The Chief of Police and/or Mayor, where appropriate, shall make the decision regarding discipline. The Chief of Police and/or Mayor shall explain his or her disciplinary action in writing for each complaint if different from the recommendation of the CPRB.

(c) The Civilian Police Review Board shall consist of five members, no more than three of whom shall be members of the same political party.

(i) Town Council Representative: One Town Council member shall serve as a liason to the CPRB.

(ii) Appointments; term of office. No later than January 1, 2011, the Mayor with Town Council approval shall appoint five (5) members for a term of two (2) years and thereafter, in accordance with Section 401.

(iii) No Compensation. Members shall serve without compensation.

(d) Organization of Civilian Police Review Board: During January 2011 and January of each odd numbered year thereafter, the Board shall select from among its members a chair, vice chair and such other officers as it may desire.

(i) Secretary and record keeping. The Mayor shall appoint a secretary to the Board which secretary may not be a member of the Board. The Town Clerk shall act as record keeper for the Board.

(ii) Meeting Schedule. The Board shall meet no less than two times per year. The organizational meeting shall be no more than 30 days after the appointment process of each term.

(iii) Authority and actions of members. No member shall have any authority to act on behalf of the Board except pursuant to an order regularly made at a meeting of the Board.

(iv) Quorum and voting requirements. Three members shall constitute a quorum and a concurrent vote of no fewer than three members shall be necessary for the transaction of business.

(v) Public meetings and public participation. All meetings, except executive sessions, as defined in the State Freedom of Information Act or any successor thereto, shall be public. At the start of each regularly scheduled public meeting the Board shall allot a minimum of 15 minutes for public speaking, with a minimum of three minutes per speaker.

(vi) Bylaws. The Board shall have the power to adopt its own bylaws for the conduct of its business accordance with the provisions of this code.

SEC. 202. ELECTIVE OFFICERS.

(a) At each municipal election there shall be elected nine (9) members of the Town Council hereinafter referred to as the Council. There shall be three (3) members of the Council elected from each of the three (3) voting districts. Each political party shall nominate two (2) candidates from each of the three (3) districts. This shall not preclude an individual from running in his district as provided in General Statutes. The three (3) candidates having the largest number of votes from each of the three districts will serve on the Council. All electors in the Town will be eligible to vote for two (2) candidates in each district.

“The maximum number of members, as defined by Section 402 of this Charter, of the same political party shall serve on any elected Board, Commission, or the Council and no more than 2 members of the same political party shall serve on the Council from any single district. For the purposes of this section, political party is defined as the party of endorsement.”

(b) In addition to the Council, there shall be elected: a Mayor; a Treasurer; a three (3) member Board of Assessment Appeals, a five (5) member Zoning Board of Appeals, not more than three (3) of whom shall be members of the same party; a nine (9) member Board of Education, not more than six (6) of whom shall be members of the same party; six (6) constables with a maximum of three (3) **from any party**. The duties of the constable shall be limited to civil actions. The terms of these offices shall be for two years.

206 (d) read as follows:

“If the person vacating the office is not a member of a political party or was not an endorsed candidate of a political party, such vacancy shall be filled by the next highest vote getter for that office that is available from the prior election.” Additional New Sentence: “In the case of the Town Council, such vacancy shall be filled by the next highest vote getter for the council in that District that is available from the prior election.”

SEC. 302. CHAIRMAN

(a) The Council shall meet at 8:00 P.M. on the **“second”** Wednesday following its election to organize and to elect a Chairman and a Vice-Chairman. **Add: “The Town Council shall make no contracts, verbal or written, from the date of the election, until the successor council has been sworn in.”** This will be the

first order of business. The Mayor will preside, without vote, over the Council until this order of business is completed. The Chairman of the Council shall have a regular vote only. The Chairman shall preside over all meetings of the Council and perform such other duties consistent with his or her office as may be imposed by the Council. Unless otherwise specified herein, during his or her absence or disability, his or her duties shall be performed by the member of the Council chosen by the Council as Vice-Chairman. The Chairman of the Council is an ex-officio member, without vote, of all Legislative Committees.

SEC. 404. LIBRARY BOARD OF DIRECTORS. The Town Council shall appoint a Library Board of Directors to consist of seven (7) electors of the Town, ***“not more than four (4)”*** of whom shall belong to any one political party. The Library Board of Directors shall appoint the Town Librarian and library employees, and carry out all other duties as prescribed by General Statutes and Town Ordinance. Terms of office shall be consistent with this Charter.

SEC. 408. CHIEF OF POLICE.

(a) The Mayor, with the approval of the Council, shall appoint a Chief of Police. The Chief of Police shall be responsible to the Mayor and may be removed only for cause, with approval of the Town Council and pursuant to General Statutes.

Section 408 Chief of Police (a) after the first sentence, which would read as follows: “The term of employment shall be for a period of no more than three (3) years renewable upon reappointment by the Mayor with the approval of the Town Council.”

(b) The Chief of Police shall assign to, and may remove from, their respective posts, shifts, details and duties, all officers and employees of the department. He or she shall establish written rules and regulations concerning the operation of the department and the conduct of all officers and employees thereof. He or she shall be answerable to the Mayor for the efficiency, discipline and good conduct of the department, and for the care and custody of all property used by the department. Any appointments to, ***“no comma”*** the department must be made with the recommendation of the Chief of Police and the approval of the Mayor. Any promotions in the department must be made with the recommendation of the Mayor and Chief of Police and the approval of the Town Council.

(c) Subject to the approval of the Mayor, the Chief of Police shall appoint, and may remove for cause, a dog warden, whose powers and duties, ***“no comma”*** shall be those as defined by General Statutes.

SEC. 410. PLANNING AND ZONING COMMISSION. The Mayor shall appoint a Planning and Zoning Commission subject to the approval of the Council which shall consist of five (5) electors of the Town, not more than three (3) of whom shall belong to any one political party, with duties as prescribed by the General Statutes.

(a) Terms of Office shall be as follows: Pursuant to General Statutes no more than three commissioners may be replaced at any one time. Terms and appointments shall be as follows: Beginning January 1, 2006 the appointing authority shall appoint three (3) members to a one year term and two (2) members to a two year term. Beginning January 1, 2007 those positions whose one year term has expired will then be appointed to a two year term. From that point forward all positions shall be appointed to a two year term. Such appointees shall continue to serve until their successors are appointed and qualify. Pursuant to Section 8-19 of General Statutes if a vacancy arises prior to the completion of a term, such vacancy shall be filled by the commission for the unexpired portion of the term.

“Terms of Office shall be as follows: Pursuant to General Statutes, no more than three commissioners may be replaced at any one time. Terms and appointments shall be as follows: Beginning January 1, 2006, the appointing authority shall appoint three (3) members to a one year term and two (2) members to a two year term. Beginning January 1, 2007, those positions whose one year term has expired will then be appointed to a two year term. From that point forward, all positions shall be appointed to a two year term.”

Such appointees shall continue to serve until their successors are appointed and qualify. At the conclusion of municipal elections and appointments to the Commission, an organizational meeting shall be held at their next scheduled meeting. Pursuant to Section 8-19 of General Statutes, if a vacancy arises prior to the completion of a term, such vacancy shall be filled by the Commission for the unexpired portion of the term."

SEC. 411. DEPARTMENT OF MUNICIPAL COUNTRY CLUBS. There shall be a Department of Municipal Country Clubs whose purposes "**purpose**" shall be defined in the General Statutes and Town Ordinances. "**change name to MUNICIPAL COUNTRY CLUB COMMISSION a.k.a. FARMINGBURY HILLS COMMISSION**"

SEC. 412. BUILDING INSPECTOR.

(a) The Mayor shall appoint a Building Inspector who shall be certified by the State of Connecticut. The Building Inspector shall appoint, with the approval of the Mayor, an Electrical Inspector and a Plumbing Inspector each of whom shall be certified by the State of Connecticut.

"The Mayor shall appoint a Building Inspector who shall be certified by the State of Connecticut. The Building Inspector may appoint, with the approval of the Mayor, an Electrical Inspector and a Plumbing Inspector, each of whom shall be certified by the State of Connecticut."

SEC. 414. FIRE MARSHAL. The Mayor shall appoint a Fire Marshal "**with Town Council approval**" who shall be qualified and shall perform the duties and serve as prescribed by General Statutes.

SEC 415. MUNICIPAL FINANCE OFFICER:

(a) There shall be a Municipal Finance Officer who shall be hired by the Town Council and shall be responsible to the Mayor.

The current town council appointed auditing firm shall submit to the Town Council for its approval qualification criteria to be followed by an interview committee. This qualification criteria must be adopted by the Town Council within 30 days of ratification of this charter. No appointment or reappointment may be made without a current council approved qualification criteria policy in place.

The Town Council shall appoint an interview committee made up of: The Mayor, Two Minority Council Members, Two Majority Council Member "**Members**" and One Member of the Town Appointed Auditing Firm. The interview committee shall submit to the full Council a finalist.

SEC. 418. DEVELOPMENT AND INDUSTRIAL COMMISSION. The Mayor shall appoint a Development and Industrial Commission which shall consist of seven (7) electors of the Town, not more than four of whom shall belong to any one political party, with duties as prescribed by Town Ordinance and with terms to be consistent with provisions of this Charter. "**change name to ECONOMIC DEVELOPMENT COMMISSION**"

SEC. 420. PARKS AND RECREATION. The Mayor shall appoint a Park and Recreation Commission which shall consist of six (6) electors of the Town, not more than four (4) of whom shall belong to any one political party, with the duties as prescribed by Town Ordinance, and with terms to be consistent with the provisions of this Charter. "**change name to PARKS AND RECREATION AND ACQUIRED FACILITIES COMMISSION**" and "**change number of electors in line 2 from 6 to 7**"

SECTION 423. COMMISSION FOR THE HANDICAPPED. "**Change name to Commission for Individuals with Special Needs**" The Mayor shall appoint a Commission for the Handicapped, consisting of twelve (12) electors of the Town, no more than eight (8) of whom shall be members of the same political party and at least one of whom shall be a handicapped person. In addition to the twelve appointed members,

the Mayor, the Chief of Police and the Director of Health or the Executive Director of the Health District of which the Town of Wolcott is a member, whichever the case may be, shall serve as ex-officio members with voting powers. The Commission's powers and duties shall be as prescribed by Town Ordinance and the terms of office shall be consistent with this Charter.

SECTION 427. COMMISSION FOR ACQUIRED FACILITIES. There shall be a Commission for Acquired Facilities whose purposes shall be defined in the General Statutes and Town Ordinance.

- (a) Membership and Terms of Office. The Commission shall be composed of seven (7) electors of the Town, not more than four (4) of whom shall belong to any one political party, whose appointment shall be recommended by the Mayor and approved by the Town Council and whose term of office shall be consistent with this Charter. ***remove Section 427 in its entirety – now combined with Section 420***

SEC. 501. MAYOR.

Mayor's Term Limits - retain the 2 years, with no term limits and change the date for swearing in to the second Wednesday after the election.

SEC. 602. FIRE DEPARTMENT. The Volunteer Fire Department shall continue to function with members making their own rules and by-laws, electing their own chief and other officers and members, and otherwise controlling their own affairs. Should it become necessary, a department may be created to succeed the Volunteer Fire Department only by an ordinance adopted by the members, and otherwise controlling their own affairs. Should it become necessary, a department may be created to succeed the Volunteer Fire Department only by an ordinance adopted by the Council, for which not less than six (6) ***seven (7)*** members of the Council shall have voted in the affirmative and which has been confirmed by a referendum conducted without the necessity of a petition not less than ten (10) days nor more than fifteen (15) days after the adoption of such ordinance by the Council.

SEC. 703. APPROPRIATIONS, LAYING OF TAX.

(d) Immediately after the Board of Tax Review has finished its duties and the grand list has been completed, the Council shall meet, and with due provision for estimated uncollectible taxes, abatements and corrections, shall lay such tax on such list as shall be sufficient, in addition to the other estimated yearly income of the town and other available funds as many ***may*** be recommended, not only to pay the expenses and appropriations of the Town for the ensuing fiscal year, but also to absorb any revenue shortfall of the town at the end of the preceding fiscal year if the expenditures for such fiscal year are in excess of the revenues for such fiscal year.

SEC. 704. POWERS OF THE MAYOR AND COUNCIL AS TO EXPENDITURES, INTER- AND INTRA DEPARTMENT TRANSFERS, TOWN MEETINGS.

(a) The estimate of expenditures submitted by the Council may include a recommended appropriation for a contingent fund in an amount not to exceed two (2) percent of the total estimated expenditures for the current fiscal year. No expenditure or transfer shall be made from the contingent fund except by action of the Council. ***interdepartmental transfers can be done without Council approval for any amount under \$100.00***

(k) When the Town is maintaining a reserve fund for capital and nonrecurring expenditures in accordance with Sections 7-359 through 7-369 of the Connecticut General Statutes, payments into and appropriations from the reserve fund shall not be made until the same have been voted by the town at a meeting called for

such purposes, provided that said payments or appropriations have been recommended by the Mayor and approved by the Council.

“When the Town is maintaining a reserve fund for capital and nonrecurring expenditures in accordance with Sections 7-359 through 7-369 of the Connecticut General Statutes, appropriations from the reserve fund shall not be made until the same have been voted by the town at a meeting called for such purposes, provided that said appropriations have been recommended by the Mayor and approved by the Council. Payments into said accounts may be made upon recommendation by the Mayor and approval by the Town Council.”

SEC. 707. EXPENDITURES AND ACCOUNTING.

(c)Public Bidding Procedure. The Council, the Mayor, and all boards, commissions and agencies of the Town of Wolcott shall be required to put out to public sealed bid all expenditures for any one (1) item or service in excess of five thousand (\$5,000.00) dollars. One item or service is defined as “,” but is not limited to any single item or service, any single purchase order for multiple items or services of like kind, any contracts for multiple items or services whose sum total exceeds \$5,000.00. All bids shall be published in a newspaper having a local circulation at least one (1) time prior to the date set for opening of bids, the first date of publication to be at least fifteen (15) days prior to date set for opening of bids. The notice of bids shall contain the purpose of the bidding, the specification, a notice of where more particular detail may be obtained and the date and time and place of bid opening. The public shall have the right to attend bid openings at the date, time and place set in the notice. The Town of Wolcott shall reserve the right to reject any or all bids

****raise the amount of the bid threshold to \$10,000.00***

Notwithstanding the foregoing, the following expenditures shall be exempt from the provisions of the above public bidding procedure with the approval of the Town Council, or ***“fix gap here”*** the Board of Education for those expenditures under the jurisdiction of the Board of Education.

SEC. 708. INDEPENDENT AUDIT. The Council shall, at a duly authorized meeting of its members, annually designate a certified public accounting firm to audit the books and financial affairs of the Town government for the current fiscal year in accordance with Chapter III of the General Statutes. No such firm chosen shall serve more than five (5) consecutive years in that capacity. Such five (5) year restriction may be extended for one (1) year by a 2/3 vote of the Council. Such restriction may be extended an additional one (1) year by a 2/3 vote of the Council. Said restriction may only be extended a maximum of two (2) years in a row. No auditing firm shall serve a consecutive period of more than seven (7) years. The Town Council must include as part of the chosen auditing firm’s contract, mandatory compliance by the auditing firm with section 415 of this charter.

“the word “annually” be deleted from Line 2 and on Line 4 after the word “Statutes” and before the word “No”, the following should be added: “Upon receiving an RFP for public accounting services, that firm may be given a multiple year contract up to three (3) years without further action by the Town Council”



TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

July 14, 2010

TO: Michael J. Santogatta, Chairman
Wolcott Town Council
FROM: Linda R. Bruce, Municipal Finance Officer

RE: Comcast Contract – Sewer and Water

Currently the Sewer and Water Department is linked to the Finance Office servers by way of an AT&T DSL connection. The Sewer and Water Office has experienced drops in the connection which impedes the progress of operations for Microsoft Office Outlook 2007 and the Quality Data Systems (Sewer and Water Financial Programs). The DSL connection to the Internet provides download speeds of 1.2Mb/sec and upload speeds of 33Kb/sec. It is believed that these speeds are not adequate for the secure VPN connection to the Town's servers and that this is the cause for the multiple drops in connections and application interruptions each day.

Checking with AT&T, it was determined that a DSL service upgrade with a dedicated IP address could increase the download speed to 6Mb/sec and increase the upload speed to 768Kb/sec. The upgraded service would cost \$84.95 per month versus the current cost of \$25.00. However, the AT&T upgrade still falls short of the Comcast service. The Comcast Internet service will provide download speeds of 12Mb/sec and upload speeds of 2Mb/sec. and includes a dedicated IP address.

The Comcast contract is for a 3-year period and the cost is \$74.90 per month. Comcast will waive the \$250.00 installation fee.

It is my recommendation to change from an AT&T DSL connection to a Comcast Internet connection between the Sewer and Water Office to the Finance Officer Servers. The Finance Office servers are the Hub (distribution point) for all data transmissions.

/lrb

CC: Town Council Members
Mayor Thomas G. Dunn

Comcast Contract Sewer and Water Town Council 07.20.2010

TYNAN & IANNONE
Attorneys at Law
250 Wolcott Road
Wolcott, Connecticut 06716-2634

WILLIAM F. TYNAN
MARK IANNONE
BRIAN TYNAN
CLIFFORD COMERFORD
MATTHEW A. LUCARELLI

TELEPHONE
(203) 879-1431
FAX
(203) 879-9152

July 15, 2010

Chairman Michael Santogatta
Wolcott Town Hall
10 Kenea Avenue
Wolcott, CT 06716

RE: Server Connection between Sewer and Water Department and the Town Hall

Dear Chairman Santogatta and Members of the Wolcott Town Council:

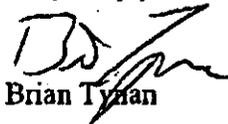
I have been asked to review the Comcast Business Class Service Order Agreement. This agreement calls for upgrade of computer service connection between the Sewer and Water Department and the Town Hall server. This agreement calls for a term of 36 months at a monthly billing of \$74.90.

Because the Contract spans more than one fiscal year, Council approval is required per Section 306(h) of the Wolcott Town Charter.

I understand that there have been problems with the connections between the Sewer and Water Department and the Town Hall. I believe this upgrade would assist the Town in efficiently collecting its Sewer and Water Accounts Receivable.

I find the Service Order Agreement to be an acceptable as to form.

Very truly yours,


Brian Tynan

BT/an

Account Name: Wolcott Sewer and Water

ID#: 3108003

CUSTOMER INFORMATION (Service Location)

Address 1 48 TODD RD City Wolcott
 Address 2 front State CT
 Primary Contact Name Laurie Bosco ZIP Code 06716
 Business Phone (203) 879-8140 County _____
 Cell Phone _____ Email Address _____
 Pager Number _____ Primary Fax Number _____
 Technical Contact Name _____ Tech Contact On-Site? No
 Technical Contact Business Phone _____ Technical Contact Email _____
 Property Manager Contact Name _____ Property Mgr. Phone _____

COMCAST BUSINESS CLASS SERVICES

Selection (X)

Business Class Voice	
Business Class Internet	X
Business Class TV	

Service Term (Months) 36

COMCAST BUSINESS CLASS SERVICES DETAILS

Business Class Voice*

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Full Feature Voice Lines			
Adtl. F.F. Voice Lines w/ pkg.			
4+ Lines			
Basic Lines			
Fax Lines			
Toll Free Numbers			
Voice - eMTA Equipment Fee			

VOICE OPTIONS	Selection(X)	Total Cost
VoiceMail		
Directory Listing Suppression Fee		
Auto-Attendant		

* Voice offers & options not available in all markets.

Business Class Packages

Package Name: _____

PACKAGE DESCRIPTION

Business Class Internet*

INTERNET SELECTIONS	Selection(X)	Total Cost
Starter	X	\$59.95
Preferred		
Other:		

INTERNET OPTIONS	Selection(X)	Total Cost
Microsoft Outlook Office Email	X	Included
Web Hosting - Starter	X	Included
Web Hosting - Business		
Web Hosting - Commerce		
Web Hosting - Professional		
Static IP - 1	X	\$14.95
Static IP - 5		
Static IP - 13		

* Internet selections & options not available in all markets.

Business Class TV*

TV SELECTIONS	Selection(X)	Total Cost
Basic		
Information & Entertainment		
Standard		
Preferred		
Music Choice Standalone		

TV OPTIONS	Selection(X)	Total Cost
Sports Pack**		
Music Choice W/Business Class TV		
Canales Selecto		
Other Programming		
Other Programming		
Other Programming		

TV OUTLETS	Quantity	Unit Cost	Total Cost
Additional Outlets			
HD TV Box Charges			

* Not available in home offices or public view establishments. TV selections & options not available in all markets.
 ** Available for Information & Entertainment, Standard & Preferred TV offers only.

COMCAST BUSINESS CLASS TOTAL SERVICE CHARGES

Business Class Installation	Selection(X)	Unit Cost	Total Cost
Installation Fee	X	\$0.00	\$0.00
Voice Activation Fee*			
Auto-Attendant Setup Fee			
Voice Jack Fee			
Toll Free Activation Fee			

* Per line activation fee, up to four (4) line maximum charge.

Total Monthly Service Charge \$74.90

Promotional Code (if applicable) _____

Less Discount (if applicable) \$0.00

Total Installation Charges:* \$0.00

* Does not include Custom Installation Fees referenced below.

Total Recurring Monthly Bill:* \$74.90

* Applicable federal, state, and local taxes and fees may apply.

GENERAL SPECIAL INSTRUCTIONS

CUSTOMER BILLING INFORMATION

Billing Account Name	<u>Wolcott Sewer and Water</u>	City	<u>Wolcott</u>
Billing Name (3rd Party Accounts)	_____	State	<u>CT</u>
Address 1	<u>10 Kenea Ave</u>	ZIP Code	<u>06716</u>
Address 2	_____	Billing Contact Email	_____
Billing Contact Name	<u>Laurie Bosco</u>	Billing Contact Phone	<u>(203) 879-8140</u>
Tax Exempt? No	<u>Yes</u>	Billing Fax Number	_____

** If yes, please provide and attach tax exemption certificate.*

AGREEMENT

1. This Comcast Business Class Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Class Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Class Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Comcast Business Class Voice service ("Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx .	
Signature:	_____
Print:	_____
Title:	_____
Date:	_____

FOR COMCAST USE ONLY	
Sales Representative:	<u>Jimmy Ortiz</u>
Sales Representative Code:	<u>75074</u>
Sales Manager/Director Name:	<u>Kathy Brown</u>
Sales Manager/Director Approval:	_____
Division:	<u>North</u>
Lead ID:	<u>3108003</u>



TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

July 14, 2010

TO: Michael J. Santogatta, Chairman
Wolcott Town Council
FROM: Linda R. Bruce, Municipal Finance Officer

RE: Request for Bid Waiver - Motorola Service Agreement

I am requesting that the Council approve the purchase of a Motorola Service Agreement, valued at \$25,698.00, for the maintenance of the Town's Communication System. The Agreement will be in place through June 30, 2011. In accordance with SEC. 707. (v) of the Wolcott Town Charter, exempting this purchase from the public bidding process and selecting Motorola is in the best interests of the Town as the Communications System consists of Motorola equipment, was constructed under Motorola supervision and will be maintained by Motorola authorized personnel.

The cost of the Service Agreement has been apportioned and included in the budgets of the following Departments: Police, Fire, Ambulance and Public Works.

Linda R. Bruce

/lrb

CC: Town Council Members
Mayor Thomas G. Dunn

Motorola Service Agreement Town Council 07.20.2010

TYNAN & IANNONE
Attorneys at Law
250 Wolcott Road
Wolcott, Connecticut 06716-2634

WILLIAM F. TYNAN
MARK IANNONE
BRIAN TYNAN
CLIFFORD COMERFORD
MATTHEW A. LUCARELLI

TELEPHONE
(203) 879-1431
FAX
(203) 879-9152

July 15, 2010

Chairman Michael Santogatta
Wolcott Town Hall
10 Kenea Avenue
Wolcott, CT 06716

RE: Bid Waiver for Motorola Service Agreement

Dear Chairman Santogatta and Members of the Wolcott Town Council:

I have been asked to review the Motorola Service Agreement. As you may recall, Motorola has recently installed the upgraded communications center at the Wolcott Police Department and the three antenna towers in the Town of Wolcott. The Service Agreement is for a one year period of time running concurrent with the current fiscal year; July 1, 2010 to June 30, 2011. The agreement calls for a payment from the Town to Motorola in the amount of \$25,698.00.

This item is listed on your agenda as "discussion and possible action of a Bid Waiver Request for the Motorola Service Agreement". The recently installed equipment calls for service from time to time. Since Motorola has built and installed the equipment the Town is seeking permission from the Wolcott Town Council to waive bidding requirements for this Contract and award the Service Agreement to Motorola itself. The rationale is, since Motorola built and installed the equipment, no other company can maintain the materials as effectively, efficiently and with the same technology as Motorola itself.

The Wolcott Town Charter Section 707 (c) (v) allows for bidding waivers if the Municipal Finance Officer gives her opinion that it would not be practical or in the best interest of the Town to proceed with public biddings.

Provided that the Municipal Finance Officer gives her opinion to that effect, the Town Council can approve the Bid Waiver Request.

Very truly yours,


Brian Tynan

BT/an



SERVICE AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: S00001013638
 Contract Modifier:
 Supercedes Agreement(s):

Date: 12/14/2009

Company Name: Wolcott, Town Of
 Attn:
 Billing Address: 10 Kenea Ave Town Hall
 City, State, Zip: Wolcott, CT 06716
 Customer Contact:
 Phone: (203)879-1414
 Fax:

Required P.O.: No
 Customer #: 1036448670
 Bill to Tag #: 0001
 Contract Start Date: 07/01/2010
 Contract End Date: 06/30/2011
 Anniversary Day: Jun 30th
 Payment Cycle: ANNUAL
 Tax Exempt: Exempt From All Taxes
 PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
3	SVC01SVC1108C	INFRASTRUCTURE REPAIR	\$ 682.55	\$ 8,190.60
	SVC261AB	ENH: CONVENTION SITE		
10	SVC263AB	ENH: CONVENTIONAL STATION - ASTRO		
2	SVC264AB	ENH: CONVENTIONAL OPERATOR POSITION		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$ 244.46	\$ 2,933.52
2	SVC213AA	ENH: GROUND ACCESSIBLE OPERATO		
10	SVC212AA	ENH: GROUND ACCESSIBLE STATION		
5	SVC850AA	SITE PM ACCESS A		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE	\$ 961.14	\$ 11,533.68
1	SVC218AA	SITES		
3	SVC218AA	SITES		
10	SVC219AA	STATION(S)		
2	SVC220AA	OPERATOR POSITIONS		
1	SVC986AA	DISPATCH CENTER LOCATION		
	SVC02SVC0001C	SP - MICROWAVE SERVICES	\$ 253.35	\$ 3,040.20
1		HARRIS MICROWAVE (OnSite Response)		
1		HARRIS MICROWAVE (Depot prorated for 7 months)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$ 2,141.50	\$ 25,698.00
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$2,141.50	\$25,698.00
Taxes	-	-
Grand Total	\$ 2,141.50	\$ 25,698.00

Excludes HVAC, UPSs, Generators, and Tower Climbing.
 Harris Depot Microwave expires 12/1/10.

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA FSO - YEH (DO444)	GLEN ROCK	NJ
NORTHEASTERN COMMUNICATIONS INC	NAUGATUCK	CT
NORTHEASTERN COMMUNICATIONS INC	NAUGATUCK	CT
NORTHEASTERN COMMUNICATIONS INC	NAUGATUCK	CT

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
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Joe Couture

MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX
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THOMAS G. DUNN
MAYOR



OFFICE OF THE MAYOR
TOWN OF WOLCOTT

July 15, 2010

Wolcott Town Council
Michael Santogotta, Chairman
10 Kenea Ave.
Wolcott, CT 06716

Re: Police Chief Neil O'Leary

Dear Mr. Santogatta:

This letter is to advise you of my intention to extend Chief Neil O'Leary's contract for another year and ask that you and the Town Council confirm his re-appointment.

Thank you,

Thomas G. Dunn
Mayor, Town of Wolcott

cc: Town Clerk

TGD/mm

TYNAN & IANNONE
Attorneys at Law
250 Wolcott Road
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July 15, 2010

Chairman Michael Santogatta
Wolcott Town Hall
10 Kenea Avenue
Wolcott, CT 06716

RE: Agreement with Municipal Leasing Consultants for Computers

Dear Chairman Santogatta and Members of the Wolcott Town Council:

I have reviewed the standard Lease Application Form with Municipal Leasing Consultants of Vermont regarding the financing of 107 computers. As Members of the Council who have been on the Council for a number of years will recall we have entered into various agreements with Municipal Leasing Consultants for the leasing of equipment at the school system as well as computers in the past. The Municipal Leasing Consultants require Town Council approval to enter into the agreement for computers in the Wolcott School system. The Town Council is the finance board for the Town. Furthermore, the Charter requires that should payments be made beyond one fiscal year the Council would be required to approve the agreement.

I have reviewed the documents submitted by Todd Bendtsen the Business Manager for the Board of Education and find the documents in proper form and I would request that the Town Council approve a Resolution allowing the Town to enter into a Lease Agreement.

Very truly yours,



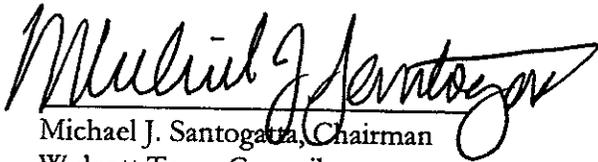
Brian Tynan

BT/an

RESOLUTION

RESOLVED, that the Town Council of Wolcott authorizes the Wolcott Board of Education to finalize the financing of their 107 computers with Municipal Leasing Consultants of Grand Isle, VT, Its Agents or Assignee. The proposal was approved at a rate of 3.89% which is fixed until July 30, 2010 after which time the rate floats until funding and will be based on the like term Swap rate. The Chairman of the Wolcott Board of Education is hereby authorized to execute any and all legal documents necessary to conclude the financing of the lease purchase agreement, subject to the approving opinion by the Town's attorney Brian Tynan.

Adopted by the **TOWN COUNCIL of the TOWN OF WOLCOTT** on July 20, 2010.

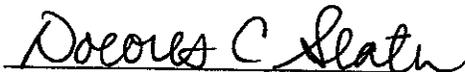


Michael J. Santogatta, Chairman
Wolcott Town Council

Dated at Wolcott, CT on July 20, 2010.

CERTIFICATION

I, Dolores C. Slater, do hereby certify that I am the Clerk of the Town of Wolcott, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 10 Kenea Avenue, Wolcott, CT 06716, and that I am the keeper of the corporate records and seal. This is a true and correct copy of resolution duly adopted and ratified by the **Town Council of the Town of Wolcott on July 20, 2010**, in accordance with the constituent charter of the Town of Wolcott; and that the same has not in any way been modified, repealed, or rescinded, but is in full force and effect.



Dolores C. Slater, Town Clerk

Date: 7/21/2010

{SEAL}

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**WOLCOTT TOWN COUNCIL
RESOLUTION INCREASING REFUNDING BONDS AUTHORIZATION**

BE IT RESOLVED THAT:

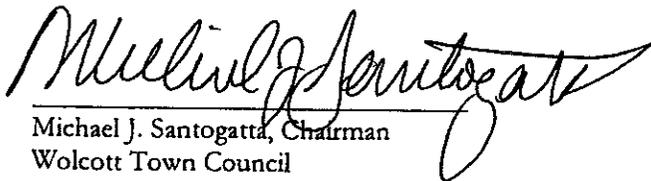
The resolution authorizing the issuance of Refunding Bonds in an amount not to exceed \$13,500,000 (the "Resolution") as approved by the Town Council at a meeting held on June 28, 2010 is hereby amended to increase the authorization to an amount not to exceed \$14,000,000 and to include the Town's \$2,885,000 General Obligation Bonds, Issue of 2002, Lot B in the Refunded Bonds.

The Title and Section 1 of said Resolution is amended by replacing them with the following Title and Section 1, thereby making said Title and Section 1 read as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF REFUNDING BONDS IN AN AMOUNT NOT TO EXCEED \$14,000,000 (THE "BONDS") FOR PAYMENT OF ALL OR A PORTION OF THE OUTSTANDING PRINCIPAL OF AND INTEREST AND ANY CALL PREMIUM ON THE TOWN'S \$9,200,000 GENERAL OBLIGATION BONDS, ISSUE OF 2000, \$11,200,000 GENERAL OBLIGATION BONDS, ISSUE OF 2002, LOT A AND \$2,885,000 GENERAL OBLIGATION BONDS, ISSUE OF 2002, LOT B (THE "REFUNDED BONDS"), AND COSTS RELATED THERETO

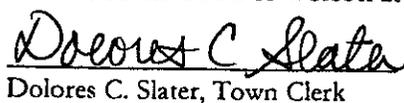
BE IT RESOLVED THAT:

SECTION 1. The Town of Wolcott issue its Bonds in an amount not to exceed \$14,000,000, the proceeds of which are hereby appropriated: (1) to fund one or more escrows, and to apply the balance held in such escrows, together with the investment earnings thereon, to the payment in whole or in part, as to be determined by the Mayor and the Treasurer, of the outstanding principal of and interest and any call premium on the Refunded Bonds, including the payment of interest accrued on said bonds to the date of payment, and (2) to pay costs issuance of the Bonds authorized hereby, including legal fees, consultants' fees, trustee or escrow agent fees, underwriters' fees, bond insurance premiums, net interest and other financing costs and other costs related to the payment of the Refunded Bonds. The Bonds shall be issued pursuant to the Connecticut General Statutes, as amended, and any other enabling acts.


Michael J. Santogatta, Chairman
Wolcott Town Council

Dated at Wolcott, CT on July 20, 2010.

I hereby certify that the foregoing is a true and correct copy of resolution duly adopted and ratified by the Town Council of the Town of Wolcott at its meeting on July 20, 2010.


Dolores C. Slater, Town Clerk

7/21/2010
Date

TOWN OF WOLCOTT, CONNECTICUT
TOWN COUNCIL RESOLUTION APPROVING
BOND PURCHASE CONTRACT FOR
GENERAL OBLIGATION BONDS, ISSUE OF 2010, SERIES A

WHEREAS, the Town of Wolcott, Connecticut (the "Town") has duly authorized the issuance of bonds or notes of the Town for the following projects in the following amounts and now desires to issue bonds for the following amounts:

<u>Project</u>	<u>Amount Appropriated and Amount of Bond Authorization</u>	<u>Amount to be Financed</u>
Teen Center	\$550,000	\$522,500
Property Acquisition (Schools)	\$465,000	\$403,750
Communications Center	\$3,725,000	\$3,538,750

WHEREAS, the authorizations for the issuance of the bonds provides that the Town Council shall approve the Bond Purchase Contract for such bonds if such bonds are sold by negotiation.

BE IT RESOLVED, that bonds shall be issued totaling \$4,465,000 and said bond issue shall be known as the Town of Wolcott \$4,465,000 General Obligation Bonds, Issue of 2010, Series A (the "Bonds"); and

FURTHER RESOLVED, that:

1. Sale of Bonds. The Bonds will be sold to Piper Jaffray & Co. (the "Underwriter") in accordance with the Bond Purchase Contract between the Town and the Underwriter to be dated on or about July 27, 2010 (the "Bond Purchase Contract"), the form of which is attached hereto. The Mayor and Treasurer shall sell the Bonds and execute the Bond Purchase Contract substantially in the form attached hereto, subject to the terms of this Resolution and the terms of the resolutions approved by the voters authorizing the issuance of the Bonds. The Town Council shall receive a report on the details of the sale of the Bonds at its next regularly scheduled meeting.

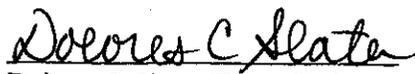
2. Further Actions. The Town Council, Mayor, Treasurer and other proper officers of the Town are authorized to execute any certificates and documents and take any other action which may be necessary or desirable to effect the issuance, sale and delivery of the Bonds.



Michael J. Santogatta, Chairman
Wolcott Town Council

Dated at Wolcott, CT on July 20, 2010.

I hereby certify that the foregoing is a true and correct copy of resolution duly adopted and ratified by the Town Council of the Town of Wolcott at its meeting on July 20, 2010.


Dolores C. Slater, Town Clerk

7/21/2010
Date

FORM OF BOND PURCHASE CONTRACT

**TOWN OF WOLCOTT, CONNECTICUT
GENERAL OBLIGATION BONDS, ISSUE OF 2010
BOND PURCHASE CONTRACT
DATED JULY 27, 2010**

This BOND PURCHASE CONTRACT is dated as of July 27, 2010 between the Town of Wolcott, Connecticut (the "Town"), and Piper Jaffray & Co. (the "Purchaser"), with respect to the sale and purchase of the Town's \$4,465,000 General Obligation Bonds, Issue of 2010, Series A, dated August 9, 2010 (the "Series A Bonds") and \$_____ General Obligation Refunding Bonds, Issue of 2010, Series B, dated August 9, 2010 (the "Series B Bonds" and together with the Series A Bonds, the "Bonds").

Section 1. Purchase and Sale of the Bonds.

a. Pursuant to the terms and conditions and upon the basis of the representations hereinafter set forth, the Town hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Town all of the Bonds. The Series A Bonds shall be in the aggregate principal amount, shall mature on the dates and in the principal amounts, shall pay interest on the first day of February and August in each year commencing February 1, 2011 at the rates, shall have the redemption provisions, and shall be reoffered to the public at the approximate yields or reoffering prices, as specified in Schedule 1 hereto. The Series B Bonds shall be in the aggregate principal amount, shall mature on the dates and in the principal amounts, shall pay interest on the fifteenth day of February and August in each year commencing February 15, 2011 at the rates, shall have the redemption provisions, and shall be reoffered to the public at the approximate yields or reoffering prices, as specified in Schedule 1 hereto. The Purchaser agrees to pay to the Town a purchase price for the Bonds equal to the par amount of the Bonds plus a premium, if any, and less an underwriter's discount, if any, all as specified in Schedule 1 hereto, plus accrued interest, if any, from the dated date of the Bonds to the Delivery Date (as hereinafter defined). Payment by the Purchaser shall be made in immediately available Federal funds.

b. The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in registered form and one bond certificate for each maturity will be issued to The Depository Trust Company ("DTC"), New York, New York, registered in the name of its nominee, Cede & Co., and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of ownership effected on the records of DTC and its participants (the "Direct Participants") pursuant to rules and procedures adopted by DTC and the Direct Participants. The Purchaser, as a condition to delivery of the Bonds, will be required to deposit the bond certificates with DTC, registered in the name of Cede & Co. Principal of, and interest on, the Bonds will be payable by the Town or its agent to DTC or its nominee as registered owner of the Bonds. Principal and interest payments to the Direct Participants will be the responsibility of DTC; principal and interest payments to beneficial owners of the Bonds (the "Beneficial Owners") by the Direct Participants will be the responsibility of the Direct Participants and other nominees of Beneficial Owners.

The Town will not be responsible or liable for payments by DTC to the Direct Participants, or for payments by the Direct Participants or other entities that either directly or indirectly clear through or maintain a custodial relationship with a Direct Participant (the "Indirect Participants") to Beneficial Owners, or for maintaining, supervising or reviewing the records maintained by DTC, the Direct Participants or persons acting through the Direct Participants or the Indirect Participants.

c. The deposit of the Bonds with DTC under a book-entry system requires the assignment of CUSIP numbers prior to delivery. The Purchaser will apply for CUSIP numbers for the Bonds prior to delivery. Neither the failure to print such CUSIP number on any bond, nor any error with respect thereto, shall constitute cause for a failure or refusal by the Purchaser thereof to accept delivery of and pay for the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the Town provided, however, that the Town assumes no responsibility for any CUSIP Service Bureau charge or other charge that may be imposed for the assignment of such numbers, which charges shall be the responsibility of and shall be paid for the Purchaser.

d. IT SHALL BE THE RESPONSIBILITY OF THE PURCHASER TO FURNISH TO THE TOWN IN WRITING BEFORE THE DELIVERY OF THE BONDS THE REOFFERING PRICES AT WHICH A SUBSTANTIAL PORTION OF EACH MATURITY OF THE BONDS WERE REASONABLY EXPECTED TO BE SOLD.

Section 2. Public Offering of Bonds.

a. The Town authorizes the Purchaser to use copies of the Official Statement dated July 27, 2010 in connection with the public offering and sale of the Bonds. The Purchaser agrees to make a bona fide public offering of all the Bonds not in excess of the initial public offering prices as set forth in Schedule 1 attached hereto and in the Official Statement (the "Reoffering Prices"). The Purchaser reserves the right to change such Reoffering Prices as the Purchaser shall deem necessary in connection with the marketing of the Bonds to certain dealers (including dealers depositing the bonds into investment trusts) and others at prices lower than the Reoffering Prices set forth in the Official Statement. The Purchaser reserves the right (i) to over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time.

b. The Purchaser represents that (i) it is familiar with the Town and its finances; (ii) the Town has made available to the Purchaser the opportunity to obtain such information as the Purchaser deems necessary to evaluate the merits or risks of an investment in the Bonds; and (iii) the Purchaser has conducted its own investigation of the material facts relating to the purchase of the Bonds to the extent it has deemed necessary. The Purchaser represents that it is not relying on any other party or person to undertake the furnishing or verification of information relating to its purchase of the Bonds. The Purchaser further represents that it purchases obligations similar in structure and security to the Bonds on an ongoing basis.

c. The Town hereby confirms that the Official Statement subject to completion and amendment is deemed final as of its date for purposes of compliance with paragraph (b)(1) of

Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"). The Town also agrees to deliver within seven business days from the date hereof to the Purchaser a reasonable number of copies of the Official Statement for distribution to the purchasers of the Bonds. Such copies may include such additions and corrections as may be agreed upon by the Purchaser and the Town and shall not be inconsistent with the terms and conditions of the sale of the Bonds as set forth herein.

d. If, at any time prior to the Delivery Date, any event known to the Town relating to or affecting the Town or the transaction contemplated hereby or by the Official Statement shall occur which might affect the correctness or completeness of any statement of a material fact contained in the Official Statement, the Town will promptly notify the Purchaser in writing of the circumstances and details of such event. If, as a result of such event, it becomes necessary, in the reasonable opinion of the Town, to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances in which they are made, not misleading, the Town will amend or supplement the Official Statement at the Town's expense so that it will not contain any untrue statement of a material fact, or omit to state any material fact, necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

e. If after the Delivery Date and until twenty-five days following the "end of the underwriting period," as such term is defined in Rule 15c2-12, any event shall occur or circumstance shall arise of which the Town has knowledge that might cause or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Town agrees to notify the Purchaser thereof and, for these purposes, provide the Purchaser with such information as it may reasonably request and, if in the reasonable opinion of the Purchaser such event or circumstance requires an amendment to the Official Statement, the Town will cooperate with the Purchaser to amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact, or omit to state any material fact, necessary to make the statements therein, in light of the circumstances, under which they were made, not misleading. The Purchaser shall advise the Town in writing of the end of the underwriting period for the Bonds, which for purposes of this Agreement, in no event shall the "end of the underwriting period" be later than the Delivery Date.

f. The Purchaser shall cause the Official Statement to be made available to any person as contemplated by Rule 15c2-12 by delivering the same to the Municipal Securities Rulemaking Board or its designee pursuant to MSRB Rule G-36 no later than ten business days following the date of acceptance of this Bond Purchase Contract by the Town. The Purchaser shall cause a copy of the escrow deposit agreement with the respect to the deposit of certain proceeds of the Series B Bonds to fund an escrow to pay principal of, and the redemption premium, if any, and interest on, certain bonds of the Town (the "Escrow Deposit Agreement") to be delivered to the Municipal Securities Rulemaking Board or its designee pursuant to MSRB Rule G-36 no later than five business days after the Delivery Date. In addition, the Purchaser will take any and all other actions required of underwriters necessary to comply with applicable Securities and Exchange Commission and MSRB rules governing the offering, sale and delivery of the Bonds to the ultimate purchasers.

g. The Town agrees that all representations, warranties and covenants made by it herein, and in certificates or other instruments delivered pursuant to hereto or in connection herewith, shall be deemed to have been relied upon by the Purchaser notwithstanding any investigation heretofore or hereafter made by the Purchaser on its behalf.

Section 3. Delivery Date. At 11:30 a.m., Eastern Time, on August 9, 2010, or at such other time or on such earlier or later date as shall have been mutually agreed upon by the Town and the Purchaser (the "Delivery Date"), the Town will deliver, or cause to be delivered, to the Purchaser the Bonds, in definitive form, duly executed on the Town's behalf and certified by U.S. Bank National Association, the certifying agent for the Bonds, together with the other documents hereinbefore or hereinafter mentioned. Delivery of the Bonds as aforesaid shall be made at the office of DTC in New York, New York, or at such other place as shall be agreed upon between the Town and the Purchaser. Such delivery of and payment for the Bonds is referred to herein as the "Closing". The Bonds will be available to the Purchaser for purposes of inspection and packaging on or before the business day before the Delivery Date at the office of DTC or such other place as agreed upon by the Purchaser and the Town.

Section 4. Representations of the Town. The Town represents that:

a. It is a municipal corporation validly existing under the laws of the State of Connecticut and is authorized to issue the Bonds in accordance with the General Statutes of the State of Connecticut (the "General Statutes").

b. By resolutions duly adopted by the Town's voters at a Special Town Meeting held on September 4, 2007 (teen center project), at a referendum held on November 6, 2007 (property acquisition - schools) and at a referendum held on December 29, 2007 (communications center) and still in full force and effect, the Town has authorized the issuance of the Series A Bonds. By a resolution duly adopted by the Town's Town Council on June 28, 2010 and still in full force and effect, the Town has authorized the issuance of the Series B Bonds.

c. The Mayor and the Treasurer of the Town are authorized to execute and deliver this Bond Purchase Contract and take any and all action as may be required on the part of the Town to effect the transactions contemplated by this Bond Purchase Contract, and all approvals necessary in connection with the foregoing have been received.

d. When delivered and paid for by the Purchaser in accordance with the terms of this Bond Purchase Contract, the Bonds will have been duly authorized, executed, certified, issued and delivered and will constitute valid and binding general obligations of the Town. The Town will pledge its full faith and credit to pay principal and interest on the Bonds when due. Unless paid from other sources, the Bonds are payable from ad valorem taxes which may be levied by the Town on all taxable property without limitation as to rate or amount except as to certified forest land taxable at a limited rate and dwelling houses of qualified elderly persons of low income taxable at limited amounts.

e. There is no litigation pending, or to the knowledge of the Town, threatened, against or affecting the Town restraining or enjoining the issuance of the Bonds or the execution and delivery of this Bond Purchase Contract or contesting or affecting the power of the Town to

levy, collect and enforce the collection or application of taxes to pay the principal of or interest on the Bonds, or questioning in any manner the authority or the proceedings for the issuance of the Bonds or the execution and delivery of this Bond Purchase Contract.

f. To the best knowledge and belief of the Town's officers, the information with respect to the Town in the Official Statement relating to the Town and its finances, as of their respective dates, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

g. The Town has not been notified of any listing by the Internal Revenue Service to the effect that the Town is a bond issuer whose arbitrage certifications may not be relied upon.

Section 5. Conditions to Obligations of the Purchaser. The Purchaser's obligations hereunder to purchase and pay for the Bonds will be subject to:

a. the performance by the Town of its obligations to be performed hereunder at or prior to the Delivery Date;

b. the continued accuracy in all material respects of the representations and warranties of the Town contained herein as of the date hereof and as of the Delivery Date;

c. in the discretion of the Purchaser, the following further conditions or events shall not have occurred between the date of this Bond Purchase Contract and the Delivery Date:

i. a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, or a regulation (final, temporary or proposed), or a release or official statement, by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency or the President of the United States shall be issued and in the case of any such regulation, published in the Federal Register, or legislation shall have been introduced, enacted by or favorably reported to either the House of Representatives or the Senate of the United States, with respect to Federal taxation upon interest received on bonds of the type and character of the Bonds which, in the reasonable judgment of the Purchaser, materially adversely affects the market for the Bonds or the sale, at the contemplated public offering prices, by the Purchaser of the Bonds to be purchased by it; or

ii. the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or other national or international calamity or other event shall have occurred or accelerated to such an extent as, in the reasonable opinion of the Purchaser, to have a materially adverse effect on the marketability of the Bonds; or

iii. there shall have occurred a suspension of trading on the New York Stock Exchange continuing for more than one full daily session; or

iv. a general banking moratorium shall have been declared by the United States, New York or Connecticut state authorities; or

v. in the Congress of the United States legislation shall be introduced in or enacted by, or a bill be favorably reported out of committee to either the House of Representatives or the Senate, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, stop order or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be issued or made, to the effect that the issuance, offering or sale of obligations of the general character of the Bonds is in violation of, or that such obligations are not exempt from registration or qualification under, the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended; or

vi. an event described in Section 2.d. hereof occurs which in the reasonable opinion of the Purchaser requires the preparation and distribution of a supplement or amendment to the Official Statement and the Town shall refuse (i) to cooperate with the Purchaser to provide such amendment or supplement or (ii) to pay for such amendment or supplement as agreed to under Section 2.d. herein.

d. On the Delivery Date, the Purchaser shall receive:

i. the approving opinions of Shipman & Goodwin LLP, Bond Counsel to the Town, substantially as described in the Appendices B-1 and B-2 to the Official Statement;

ii. a signature, no litigation and incumbency certificate in customary form, executed by authorized officers of the Town;

iii. a certificate, substantially as set out in Schedule 2 hereto, dated the Delivery Date, signed by the Mayor, the Treasurer and the Finance Officer or other authorized officer of the Town;

iv. a copy of the Official Statement signed on behalf of the Town by the Mayor, the Treasurer and the Finance Officer, together with any supplements or amendments in the event that the Official Statement has been supplemented or amended;

v. a copy of the Continuing Disclosure Agreement for Bonds, substantially as described in the Appendix C to the Official Statement, signed on behalf of the Town by an authorized officer or officers;

vi. written confirmation that Moody's Investors Service, Inc. has assigned the Bonds a rating of "A1", and such rating has not been revised or withdrawn;

vii. specimen copies of the final Bonds;

viii. a copy of the executed Escrow Deposit Agreement; and

ix. a receipt from the Town for the purchase price of the Bonds.

Section 6. Conditions to Obligations of the Town. The Town's obligations hereunder to sell, issue and deliver the Bonds will be subject to:

a. The performance by the Purchaser of its obligations to be performed hereunder at or prior to the Delivery Date;

b. The payment for the Bonds by the Purchaser as provided herein;

c. The delivery by Shipman & Goodwin LLP, Bond Counsel to the Town of its approving opinion substantially as described in the Official Statement;

d. The delivery of a verification report satisfactory to Bond Counsel from a firm of independent certified public accountants attesting to the fact that moneys and Government Obligations (as defined in the Escrow Agreement) on deposit pursuant to the Escrow Agreement will generate moneys sufficient to pay when due the principal, interest and redemption premium, if any, on the bonds being refunded in accordance with the Escrow Agreement and that the yield on the investments held under the Escrow Agreement does not exceed the yield on the Bonds;

e. The execution and delivery of an Escrow Agreement with U.S. Bank National Association pertaining to the escrow of moneys and Government Obligations sufficient to pay the refunded bonds and confirmation of receipt of such moneys and Government Obligations; and

f. The delivery by the Purchaser to the Town of a receipt for the Bonds in form satisfactory to Bond Counsel and of certain certifications regarding the reoffering and issue prices for the Bonds as required by Bond Counsel.

Section 7. Termination. If the Purchaser or the Town fails or is unable to satisfy its obligations contained in this Bond Purchase Contract, or if the Purchaser's obligations hereunder shall be terminated for any reason permitted by Section 5 of this Bond Purchase Contract, or if the Town's obligations hereunder shall be terminated for any reason permitted in Section 6 of this Bond Purchase Contract, this Bond Purchase Contract shall terminate and neither the Town nor the Purchaser shall be under any further obligation hereunder except as provided in Section 8 hereof.

Section 8. Expenses. All expenses in connection with the preparation, issuance and delivery of the Bonds and the Official Statement, the fees payable to any rating agency, escrow agent, paying agent, and verification agent and the fees and expenses of Shipman & Goodwin LLP, Bond Counsel to the Town, and the Town's financial advisor shall be paid by the Town. The fees and expenses of the Purchaser shall be borne solely by the Purchaser, including without limitation the cost of qualifying the Bonds for sale in various states chosen by the Purchaser, the cost of preparing and printing of the Blue Sky Survey, if any, to be used in connection with such sale, and all advertising expenses in connection with the public offering of the Bonds. The foregoing undertakings shall survive the delivery of the Bonds and (insofar as applicable) shall be effective whether or not any transaction hereby contemplated is consummated.

Section 9. Notices. All communications hereunder shall be in writing and unless otherwise directed in writing shall be addressed as follows:

Town of Wolcott
Wolcott Town Hall
10 Kenea Avenue
Wolcott, CT 06716
Attention: Thomas G. Dunn, Mayor

Piper Jaffray & Co.
140 Glastonbury Boulevard
2nd Floor - Suite 10
Glastonbury, CT 06033
Attention: Mark S. Piscatelli, Managing Director

Section 10. Successors and Assigns. This Bond Purchase Contract is made solely for the benefit of and is binding upon the Town and the Purchaser and their respective successors and assigns, and will not confer any rights upon any other person, partnership, association or corporation. The terms "successors" and "assigns" shall not include any purchaser of any of the Bonds from the Purchaser merely because of such purchase.

Section 11. Interpretation. Section headings have been inserted in this Bond Purchase Contract as a matter of convenience for reference only, and it is agreed that such section headings are not a part of this Bond Purchase Contract and will not be used in the interpretation of any provisions of this Bond Purchase Contract.

Section 12. Counterparts. This Bond Purchase Contract may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Bond Purchase Contract by signing any such counterpart.

Section 13 Governing Law. This agreement shall be construed and enforceable in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Contract to be executed as of the date above written.

TOWN OF WOLCOTT

By: _____
Thomas G. Dunn, Mayor

By: _____
Roger E. Levesque, Treasurer

PIPER JAFFRAY & CO.

By: _____
Mark S. Piscatelli, Managing Director

SCHEDULE 1

\$4,465,000 GENERAL OBLIGATION BONDS, ISSUE OF 2010, SERIES A AND
\$ _____ GENERAL OBLIGATION REFUNDING BONDS, ISSUE OF 2010, SERIES B

Series A Bonds

Purchase Price: \$ _____ par amount plus net original issue premium of
\$ _____.

Underwriter's Discount: (\$ _____)

Net Purchase Price: \$ _____

Series B Bonds

Purchase Price: \$ _____ par amount plus net original issue premium of
\$ _____.

Underwriter's Discount: (\$ _____)

Net Purchase Price: \$ _____

Series A Bonds:

Dated Date: August 9, 2010

Principal Amount: \$4,465,000

<u>Due Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Reoffering Price/Yield</u>
08/1/11	\$235,000	____%	\$ _____ / _____%
08/1/12	235,000	____%	\$ _____ / _____%
08/1/13	235,000	____%	\$ _____ / _____%
08/1/14	235,000	____%	\$ _____ / _____%
08/1/15	235,000	____%	\$ _____ / _____%
08/1/16	235,000	____%	\$ _____ / _____%
08/1/17	235,000	____%	\$ _____ / _____%
08/1/18	235,000	____%	\$ _____ / _____%
08/1/19	235,000	____%	\$ _____ / _____%
08/1/20	235,000	____%	\$ _____ / _____%
08/1/21	235,000	____%	\$ _____ / _____%
08/1/22	235,000	____%	\$ _____ / _____%
08/1/23	235,000	____%	\$ _____ / _____%
08/1/24	235,000	____%	\$ _____ / _____%
08/1/25	235,000	____%	\$ _____ / _____%
08/1/26	235,000	____%	\$ _____ / _____%
08/1/27	235,000	____%	\$ _____ / _____%
08/1/28	235,000	____%	\$ _____ / _____%
08/1/29	235,000	____%	\$ _____ / _____%

Series B Bonds:

Dated Date: August 9, 2010

Principal Amount: \$ _____

<u>Due Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Reoffering Price/Yield</u>
08/15/11	\$ _____	____%	\$ _____ / _____%
08/15/12	\$ _____	____%	\$ _____ / _____%
08/15/13	\$ _____	____%	\$ _____ / _____%
08/15/14	\$ _____	____%	\$ _____ / _____%
08/15/15	\$ _____	____%	\$ _____ / _____%
08/15/16	\$ _____	____%	\$ _____ / _____%
08/15/17	\$ _____	____%	\$ _____ / _____%
08/15/18	\$ _____	____%	\$ _____ / _____%
08/15/19	\$ _____	____%	\$ _____ / _____%
08/15/20	\$ _____	____%	\$ _____ / _____%
08/15/21	\$ _____	____%	\$ _____ / _____%

Series A Bonds Redemption Provisions (Bonds maturing on or after August 1, 2020):

Period During Which Redeemed (<u>Both Dates Inclusive</u>)	Redemption <u>Prices</u>
August 1, 2019 and thereafter	100%

The Series B Bonds are not subject to redemption.

SCHEDULE 2

CERTIFICATE RELATING TO INFORMATION
CONTAINED IN THE OFFICIAL STATEMENT

We, Thomas G. Dunn, Roger E. Levesque and Linda R. Bruce, Mayor, Treasurer and Finance Officer, respectively, of the Town of Wolcott, Connecticut, hereby certify to the best of our knowledge and belief that, as of July 27, 2010 (the date that the Bond Purchase Contract was executed), the descriptions and statements in the Official Statement dated July 27, 2010 prepared in connection with the sale of said Bonds, relating to the Town and its finances, were true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition of the Town from that set forth in or contemplated by the Official Statement.

Dated as of August 9, 2010.

Thomas G. Dunn
Mayor

Roger E. Levesque
Treasurer

Linda R. Bruce
Finance Officer

