

WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, November 1, 2011

Council Chambers, Wolcott Town Hall

7:30 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 meeting to order at 7:30 p.m. with the Pledge of Allegiance, and attendance was taken.

MEMBERS PRESENT: Chairman Michael Santogatta, Vice-Chairman Steven Olmstead, Michael Bokon, Gale Mastrofrancesco, Rachel Wisler, Michael Perrone, David Valletta, and Francis Masi

MEMBERS ABSENT: Charles Marsella

ALSO PRESENT: Mayor Thomas Dunn; Linda Bruce, Municipal Finance Officer; Brian Tynan, Town Attorney; Cheryl Brundage, Assistant Tax Collector; et al.

APPROVAL OF MINUTES:

▪ **Workshop – October 18, 2011**

Upon **MOTION** by Francis Masi, seconded by Michael Perrone, it was unanimously voted to approve the minutes of the Workshop held on October 18, 2011, with one abstention from Mr. Valletta.

▪ **Regular Meeting– October 18, 2011**

Upon **MOTION** by Francis Masi, seconded by Michael Perrone, it was unanimously voted to **approve** the minutes of the Regular Meeting held on October 18, 2011.

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

No taxpayers came forward.

CORRESPONDENCE (on file):

1. Copy of letter emailed on October 24th to Mayor Dunn, from Herman Mueller expressing his interest to be appointed to the Building Committee for Road Reconstruction
2. Letter dated October 27th from Town Attorney Brian Tynan regarding the proposed Wolcott Girls Softball Association Lease Agreement

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3. Letter dated October 19th to Mayor Dunn and copied to all appropriate parties regarding the acceptance of Woodberry Court & Ledgebrook Drive as Town Roads
4. Letters dated October 20th to all of the individuals recently appointed to the various Building Committees
5. Letters dated October 21st to other individuals not appointed to the Committees
6. Letter dated October 25th to the Sewer & Water Commission regarding Waterline Replacement & Extension
7. Letter dated November 1st from Mayor Dunn Regarding Roads Paved using funds from 2011-2012 budget

MAYOR'S REPORT:

Mayor Dunn gave a detailed report regarding the plans and preparations that were made by various departments prior to the recent October snowstorm, and actions that were taken during and after the storm. He noted that there was excellent cooperation between various Town Depts., Public Works, and all of the emergency responders. Additionally, he reported that the Town had another positive audit and ended with a surplus; Mrs. Bruce will next report further on the audit. A question and answer period followed regarding the above.

FINANCE OFFICER'S REPORT/TRANSFERS:

Linda Bruce came forward and reported the following on the draft of the audited financial statements and reports for fiscal year ended June 30, 2011:

- She is in the process of reviewing all of the documents; fund balance designations to comply with GASB 54 are also under review
- In the past, if there were any encumbrances at fiscal year-end in all of the fund balances for Funds 01 through Fund 86, they were always classified as reserved and the balance after encumbrances were listed as undesignated; that has changed
- To comply with the new reporting standard, they have to determine the use of each fund and classify them as non-spendable, restricted, committed, assigned, or unassigned
- The State & Federal Single Audit Reports which lists and reviews grants received by the Town of Wolcott indicated that they were in compliance with the grant requirements and there were no findings
- A brief summary of the results for the General Fund are as follows:

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- The General Fund for Fiscal Year ended June 30, 2011, lists an unassigned fund balance of \$2,335,382 compared to \$1,903,876 for June 30, 2010; this amounts to an addition of \$431,506 to the General Fund unassigned fund balance
 - The General Government expenditure budget produced a positive variance of \$417,069; there were no specific areas that contributed to that amount
 - Frequent and extreme winter storms were a great concern pertaining to the expenditure budget; she felt that this required fiscal prudence
 - With the cooperation of all department supervisors, positive variances were achieved throughout the entire General Government budget; the amounts, including transfers, are listed on the expenditure schedule in the financial statements
 - Throughout the fiscal year, there was concern regarding the revenue reimbursements from the State of CT; unanticipated revenue totaled \$146,262, for a favorable variance of \$116,262; they had budgeted only \$30,000; the following items contributed to the favorable variance: FEMA reimbursement of approximately \$75,000, a \$30,000 dividend received from CIRMA, and the sale of obsolete equipment
 - The following expenses could not be anticipated due to unforeseen events: an unemployment award of \$20,000, the additional life insurance for police officers, the emergency with the Fire Dept. compressor in the amount of \$17,300, an additional \$55,000 for storm related highway overtime, storm related highway equipment maintenance in the amount of \$17,116, and an additional \$42,000 in police overtime
 - The audit presentation from Blum, Shapiro & Co. is scheduled for the December 6th Town Council Meeting
 - There are no transfers for approval

Discussion followed with respect to the results of the positive audit and surplus, after which a brief question and answer period followed.

SUB-COMMITTEE AND LIAISON REPORTS:

Building Committee for Road Reconstruction: Mrs. Wisler reported on the first meeting of the Building Committee. Bids were awarded for the catch basin repairs and for the Townline/Nutmeg Valley Road project. Both contracts are being held at this time in light of the recent storm, and pending weather conditions for the near future.

UNFINISHED BUSINESS:

1. Discussion & Possible Action on Motor Vehicle 'Pilot Program'

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Chairman Santogatta inquired if Mrs. Brundage had received any new information, at which time she stated not as of yet, there is a meeting scheduled soon.

Upon **MOTION** by Gale Mastrofrancesco, seconded by Rachel Wisler, it was unanimously voted to **table** "Discussion & Possible Action on Motor Vehicle 'Pilot Program'", pending additional information.

2. Appointment to Building Committee for Road Reconstruction

Upon **MOTION** by Francis Masi, seconded by Rachel Wisler, it was unanimously voted to **appoint** Herman Mueller to the Building Committee for Road Reconstruction.

NEW BUSINESS:

1. Discussion & Possible Action on Proposed Lease Agreement for Wakelee Field for the Wolcott Girls Softball Association

Attorney Tynan advised that the purpose of the lease is due to improvements that the WGSA has made to the property. They wanted some assurances for use of the field. There were several questions with respect to the lease, at which time Attorney Tynan provided clarification.

Upon **MOTION** by Francis Masi, seconded by David Valletta, it was unanimously voted to **approve** the lease agreement for the Wolcott Girls Softball Association (**see attached**).

ITEMS FOR NEXT AGENDA:

Chairman Santogatta advised that due to the Charter revision, the next regularly scheduled meeting of the Council falls the evening before the newly elected Council gets sworn in at the Organizational Meeting. The regular meeting will be canceled unless a need arises to call the Council together for some extraordinary activity that may or may not come up.

TAXPAYERS' TIME:

1. **Cheryl Brundage, of 237 East Street**, came forward and stated that according to an article in last week's paper, Gale Mastrofrancesco was taking credit for collecting \$840,000 in back taxes. She indicated that she, as the Assistant Tax Collector, has taken on the role of delinquent tax collector and is responsible for the increase in back tax revenue to the

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Town. She stated that Mrs. Mastrofrancesco's statements were misleading to the public.

At this time, Chairman Santogatta commented that the Council has had a good working relationship over the past two years and has accomplished alot. He thanked all of members for their assistance and contributions. Chairman Santogatta stated that he will suspend the rules if anyone else has anything to add. Mr. Masi proceeded to say a few words about each Council member, and added that the current Town Council, under the leadership of Chairman Santogatta, has been one of the most successful Councils that he has been associated with. Vice-Chairman Olmstead next stated that he would like to give appreciation to Fran Masi who is the longest serving Councilman present, which was met with applause. Mr. Bokon thanked all who served on the Council and stated that he thinks they all did an excellent job working together.

ADJOURNMENT:

Upon **MOTION**, by David Valletta, seconded by Rachel Wisler, it was unanimously voted to **adjourn** the meeting at 8:13 p.m.

APPROVED:

Elizabeth Gaudiosi, Secretary
WOLCOTT TOWN COUNCIL

David Valletta, Chairman
WOLCOTT TOWN COUNCIL

AGREEMENT BETWEEN THE TOWN OF WOLCOTT AND
THE WOLCOTT GIRL'S SOFTBALL ASSOCIATION, INC.

Agreement commencing the **15th Day of March, 2012**, by and between the Town of Wolcott, a municipal corporation in the County of New Haven and state of Connecticut, herein referred to as Licensor, and the Wolcott Girl's Softball Association, Inc., a nonprofit corporation organized under the laws of the State of Connecticut, herein referred to as Licensee.

The parties agree as follows:

I.

Licensor grants to Licensee, and to Licensee's members, guests, and invitees, the right, privilege and permission to enter into and on the real property owned by the Licensor known as **Wakelee School, more particularly, the softball fields between March 15th and July 31st** of each year on weekdays from 4:00 p.m. to sunset and on Saturdays and Sundays from sunrise to sunset.

II.

The above granted permission is for the purpose of playing softball and to set up and establish bases, or such other equipment as may be necessary for the playing and practicing the above mentioned game and to do all things incidental to the practicing and playing of the game of softball.

III.

The term of this agreement shall be extended from the date hereof and ending **March 15, 2022**. The Licensee shall have the right to renew the term of this agreement for an additional **ten (10)** year term, by giving to Licensor written notice of Licensee's election to so renew the agreement, at least six (6) months prior to the expiration of the then current agreement. Such renewal terms shall be upon the same terms and conditions as those contained herein.

IV.

The Licensor agrees that it will not, during the existence of this agreement, grant like or similar privileges to any other person, persons, groups or corporations for the period of time stated in Paragraph I. The Licensee acknowledges that except for the periods of time stated in Paragraph I, the Licensee has no authority to interfere with, or prevent, any other person, persons, groups or corporations from using the softball fields as identified in Paragraph I, or at any time during the periods mentioned in Paragraph I when the Licensee is not actively using the fields for the purpose of this agreement.

V.

The Licensee agrees not to improve or alter the real property in any manner without the prior written consent of the Licensor.

VI.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below.

Licensor: Town of Wolcott
10 Kenea Avenue
Wolcott, Ct. 60716

Licensee: Wolcott Girl's Softball Association, Inc.
PO Box 6075
Wolcott, Ct. 06716

VII.

Any modifications, amendments or changes to this Agreement hereafter made between the parties must be in writing and signed by the party against whom enforcement is sought.

TOWN OF WOLCOTT

By:

Thomas Dunn
Mayor, Town of Wolcott

By:

Michael Santogatta
Chairman, Wolcott Town Council

Wolcott Girl's Softball Association, Inc.

By:

Kevin Costello
President, WGSA, Inc.