

**CITY OF GROTON
MAYOR AND COUNCIL
MINUTES
MONDAY, APRIL 2, 2007**

**MUNICIPAL BUILDING
COUNCIL CHAMBERS
7:30 PM**

Mayor Popp called the meeting to order at 7:30 p.m.

I. ROLL CALL

Present: Mayor Dennis Popp, Deputy Mayor Paul Duarte, Councilors David Hale, Hubert Poppe, Celeste Duffy, Marian Galbraith, Michael Street, Finance Director Tony Timpano and City Clerk Debra Patrick. Excused: Treasurer Janice Waller-Brett.

II. SALUTE TO THE FLAG

Led by Mayor Popp.

III. RECOGNITION, AWARDS AND MEMORIALS

Mayor Popp wished Councilor Dave Hale and City Clerk Deb Patrick a happy birthday. They both will celebrate their birthdays Tuesday, April 3rd.

Mayor Popp recognized the Finance Director Timpano and the Finance Department on the 17th consecutive Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association.

He reminded the Council about the DARE graduation at Sacred Heart Tuesday at 6:00 p.m. and the City budget meeting with the Town Council April 4th. He also mentioned the RTM meeting April 26th.

Councilor Poppe said there would be a Navy birthday celebration at the Sub Vets April 7th at 12:00 noon.

IV. RECEIPT OF CITIZEN'S PETITIONS/COMMENTS

None.

V. RESPOND TO CITIZEN'S PETITIONS/COMMENTS

None.

VI. APPROVAL OF MINUTES

Councilor Poppe moved **Councilor Galbraith** seconded a motion to approve the Mayor and Council minutes of March 19, 2007. **Motion passed unanimously.**

Councilor Hale moved **Deputy Mayor Duarte** seconded a motion to approve the Committee of the Whole minutes of March 26, 2007. **Motion passed unanimously.**

VII. COMMUNICATIONS AND REPORTS

Councilor Hale had no report.

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Councilor Poppe reported that the Beach and Parks Committee discussed and voted on a ruling that no overnight activities will be allowed at Washington Park or Eastern Point Beach. He expects this to be referred to the Council in the near future.

There was some discussion on groups who may have wanted to use the park overnight.

Councilor Street attended the DARE graduation at Eastern Point School March 20th.

Councilor Galbraith reported that the Board Liaison Committee meeting was canceled but that she attended the Board of Education meeting March 26th.

Councilor Duffy had no report.

Deputy Mayor Duarte attended the DARE graduation at Eastern Point School March 20th.

Mayor Popp attended the DARE graduation at Eastern Point School March 20th, hosted approximately 60 second graders from Eastern Point for a tour of the Police and Highway Departments and the open house at Ledge Light to meet incoming Director Baker Salisbury. He attended the receptions for Pfizer employees from Ann Arbor who are relocating to the area March 23rd and 30th and was a judge at the Pack 41 Pinewood Derby that same evening. He attended Helen Sanford's 80th birthday celebration March 25th and the Board of Education meeting March 28th. He had lunch with Admiral Haney on March 29th.

Councilor Poppe reported that he has received negative reactions from residents regarding the closing of the elementary schools in the City and the issue with the wrong type of windows being ordered for the Kolnaski School. They are wondering who could have missed something that important. There was some discussion regarding the redistricting.

Councilor Duffy said that the Groton Times had a nice article on a military family settled here in the City.

VIII. COMMITTEE REFERRALS

None.

IX. NEW BUSINESS

R-07-4-31 RESOLUTION THAT THE MAYOR AND COUNCIL FINALLY APPROVE AN "ORDINANCE APPROVING AGREEMENT BETWEEN THE CITY OF GROTON AND THE TOWN OF LEDYARD CONCERNING A WATER SUPPLY PLAN"

WHEREAS, the City of Groton and the Town of Ledyard have negotiated a Water Supply Plan and reached a tentative agreement on the Sale of Excess Water; and

WHEREAS, the City Council approved the financing agreement for the Center Groton Pump Station at its October 2, 2006 meeting; and

WHEREAS, the City of Groton, Department of Utilities, has agreed to sell the Town of Ledyard as many as 350,000 gallons of water daily; and

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WHEREAS, the Department of Utilities has agreed to begin construction of the necessary facilities to supply the water to Ledyard; and

WHEREAS, the Town of Ledyard has agreed to purchase water as specified in agreement as a resale customer, i.e., wholesale water customer; and

WHEREAS, the Ledyard Town Council will authorize the Ledyard Mayor to sign said agreement; and

WHEREAS, extension of utility services is subject to the procedures established for the adoption of ordinances in Article V, Section 14 of the Charter; and

WHEREAS, the City of Groton Utility Commission at its regular meeting held on February 28, 2007 authorized Management to amend the existing Sale of Excess Water Supply Agreement between the City of Groton and the Town of Ledyard for the additional sale of up to 350,000 gallons of water per day up the Route 117 corridor;

WHEREAS, this Ordinance was published in *The Day*, a newspaper having general circulation in the City of Groton on March 8, 2007 and March 9, 2007;

THEREFORE, BE IT RESOLVED that the Mayor and Council finally approve “An Ordinance approving Agreement between the City Of Groton and the Town Of Ledyard concerning a Water Supply Plan.”

Councilor Hale moved **Councilor Duffy** seconded a motion to approve **R-07-4-31**. Mayor Popp said this has been discussed at length at the Committee of the Whole and the Mayor and Council meetings in March. **Motion passed unanimously.**

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT made this ____ day of _____, 2007, by and among the City of Groton, Connecticut, the City of Groton Utilities Commission and the City of Groton Council (collectively, “Groton”) and the Town of Ledyard, Connecticut, the Ledyard Water Pollution Control Authority and the Ledyard Town Council (collectively, “Ledyard”).

WHEREAS, Groton and the Town of Ledyard entered into an agreement dated September 8, 1992, to construct a water main and related improvements along the Route 12 corridor to the Ledyard Town line and to make water available for purchase by the Town of Ledyard (the “Agreement”);

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WHEREAS, the Town of Ledyard agreed to pay Groton monthly principal and interest needed to retire the debt incurred for the cost of designing and constructing the improvements described in the Agreement;

WHEREAS, Groton and Ledyard desire to modify certain terms, conditions and provisions in the aforesaid Agreement; and

WHEREAS, Groton agrees to finance Ledyard's pro-rata share of the construction costs for a pump station and related improvements along Route 117 at the Groton/Ledyard Town line.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations, it is agreed that said Agreement be modified as follows:

1. The following shall be added to the Agreement immediately following the signatures on Page 7:

"Water Supply Issues - Route 117

25. Groton and Ledyard shall fund the design and construction of a pump station, piping and related appurtenances located along Route 117, at the intersection of Route 117 and Candlewood Road. Groton shall design and construct the pump station, piping and appurtenances in accordance with standard engineering and safety practices and the requirements of Groton's Department of Utilities for similar projects.

26. Ledyard shall fund the design and construction of a meter pit at the pump station location described in paragraph 25 above. Upon receipt of all necessary funds from Ledyard, Groton shall design and construct the meter pit in accordance with standard engineering and safety practices and the requirements of Groton's Department of Utilities for similar projects.

27. Within one (1) month of the completion of the improvements described in paragraphs 25 and 26 above, Groton shall purchase and install a water meter in the meter pit.

28. Upon installation of the water meter described in paragraph 27 above, Groton shall make available for Ledyard's purchase, subject to any necessary governmental approvals, a maximum of three hundred fifty thousand (350,000) gallons per day, subject to paragraphs 29 through 32 below.

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29. Groton shall bill Ledyard for water at the same rate and in the same manner that it bills other wholesale water customers. Notwithstanding any other provision of this Agreement, or the Amendments thereto, Groton shall be entitled to increase or decrease its wholesale rates at any time upon at least sixty (60) days prior written notice to Ledyard, subject to the limitation set forth in the preceding sentence; provided, however, that the price shall not be increased more than once during any calendar year, except in emergency situations.

30. Upon commencement of delivery of water to Ledyard, or July 1, 2007, whichever is earlier, and providing that Groton has made water available at the meter pit by that date, Ledyard shall pay Groton monthly principal and interest needed to retire the debt incurred for the cost of designing and constructing the improvements described in paragraph 10 of the original Agreement and in paragraph 25 above. The interest rate for the financing of the design and construction costs shall be one percent (1%) above the Groton Bond Rate. By way of example, the monthly payment amount would be equal to the numbers in the column marked "Cash Paid" on Amended Exhibit D, divided by 12. To the extent that the actual amount borrowed, or the terms of the debt varied from those used in the Amended Exhibit D, the actual payment by Ledyard would vary.

31. After completion of the improvements identified in paragraphs 25 through 27 above, Ledyard shall continue to enjoy the same status as other customers within Groton's wholesale customer class, including the following:

(a) If Groton implements any water conservation measures applicable to Groton's customers as a result of any emergency situation, Ledyard shall implement the same water conservation measures for its customers and Ledyard shall keep such water conservation measures in effect for as long as the water conservation measures implemented by Groton remain in effect.

(b) In the event that water is available in the Groton water supply system in excess of the then existing total demand on the Groton water supply system, and at Groton's sole discretion, Ledyard may purchase as much water from Groton as is consistent with an approved regional water supply master plan that includes Ledyard, and as is available within the Department of Public Health recommended margin of safety for the Groton system, and subject to any necessary government approvals.

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(c) Groton and Ledyard agree to conduct joint resource planning studies to ensure the adequacy of long term water resources for the region. All studies will be reviewed annually and copies will be submitted to the appropriate State of Connecticut agencies.

(d) Groton agrees to work with the Ledyard in the development of a business plan and to assist in the necessary engineering for development and operation of the Ledyard water system, and to coordinate bidding and construction activities for the pump station and related appurtenances to the Ledyard Town line with the construction of Ledyard's water system.

32. This amendment to the Agreement shall not be construed to confer upon Ledyard any rights to water from the Groton water supply system other than the specific terms and conditions of this amendment and those conferred under the original agreement.

33. The final water diversion permit authorizing Groton and Ledyard to divert the waters of the State at an interconnection located along Route 117 at the Groton/Ledyard Town line is attached hereto as Exhibit E. This permit shall expire on August 10, 2021."

34. The Town of Ledyard is to be responsible for the associated costs and necessary filing to obtain the diversion permit and future renewal. Groton will be responsible for the associated costs to apply for and obtain the State of Connecticut, Department of Public Health Sale of Excess Water Permit.

Water Quality and Quantity

35. The Parties shall acknowledge that the Potable Water to be delivered pursuant to this Agreement must meet the Water specifications at the various points identified in this Agreement. The Parties desire to allocate responsibility for maintaining the quantity and quality of such Potable Water as it travels throughout the Water Supply Systems of the Parties. Accordingly, the Parties agree Groton shall be responsible for ensuring that all Potable Water delivered pursuant to this Agreement meets the quantities requested by the Town of Montville (up to the maximum quantities) (the "Reserved Quantities") and the Water Specifications when it reaches the Groton/Ledyard town line.

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2. The Amended Exhibit D, attached hereto, is substituted for the current Exhibit D Bond Amortization Schedule, which current Exhibit D is declared null and void.
3. All other terms and conditions of said Agreement, to the extent that they do not conflict with this Amendment, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 2007.

Signed, Sealed and Delivered
in the Presence of:

CITY OF GROTON

By: _____
Name: _____
Title: _____

**CITY OF GROTON UTILITIES
COMMISSION**

By: _____
Name: _____
Title: _____

TOWN OF LEDYARD

By: _____
Name: _____
Title: _____

**LEDYARD WATER POLLUTION
CONTROL AUTHORITY**

By: _____
Name: _____
Title: _____

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NOTE: Refer to Amended Exhibit D (Bond Amortization Schedule), Exhibit E (Permit No. DIV-200600038) and Ordinance #81, effective September 8, 1992.

R-07-4-32 RESOLUTION THAT THE MAYOR AND COUNCIL AUTHORIZE AND APPROVE THE PURCHASE OF ONE (1) MODEL YEAR CHEVROLET COBALT TO BE PURCHASED FROM NORTHWEST HILLS INCORPORATED, 2065 EAST MAIN STREET, TORRINGTON, CONNECTICUT, FOR A TOTAL PRICE OF \$11,681.00 (ELEVEN THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS AND NO CENTS) TO BE PAID FROM CAPITAL RESERVE FUNDS

WHEREAS, the Zoning and Building Department has identified the need to purchase one (1) Model Year 2007 Chevrolet Cobalt to replace a 1996 Chevrolet S-10 truck; and

WHEREAS, the City of Groton Purchasing Agent developed bid specifications based on the needs expressed by the Building Official's vehicle requirements; and

WHEREAS, utilizing the State of Connecticut Contract #06PSX0067 awarded to Northwest Hills Incorporated, 2065 East Main Street, Torrington, Connecticut is judged by the City Purchasing Agent to be the most advantageous pricing for the City;

THEREFORE, BE IT RESOLVED that the Mayor and Council authorize and approve the purchase of one (1) Model Year 2007 Chevrolet Cobalt from Northwest Hills Inc., 2065 East Main Street, Torrington, Connecticut, for a total price of \$11,681.00 to be paid from Capital Reserve Funds.

Councilor Poppe moved Councilor Duffy seconded a motion to approve R-07-4-32. Motion passed unanimously.

R-07-4-33 RESOLUTION TO ACCEPT THE TENTATIVE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GROTON AND THE UNITED ELECTRICAL LOCAL 222, CONNECTICUT INDEPENDENT LABOR UNION/CONNECTICUT INDEPENDENT POLICE UNION LOCAL NO. 8 FOR THE PERIOD JULY 1, 2005 TO JUNE 30, 2009

WHEREAS, through the process of negotiations, the City of Groton and the United Electrical Local 222, Connecticut Independent Labor Union/Connecticut Independent Police Union Local No. 8, have reached a tentative collective bargaining agreement for the police officers of the City of Groton, Connecticut covering the period July 1, 2005 to June 30, 2009; and

WHEREAS, Connecticut General Statutes, Section 7-474(b) requires the Mayor to submit the Agreement to the City of Groton Council; and

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WHEREAS, Connecticut General Statutes, Section 7-474(b) provides that the legislative body of a municipality may approve or reject the Agreement as a whole within thirty (30) days of submission of such an Agreement;

THEREFORE, BE IT RESOLVED in accordance with the provisions of Connecticut General Statutes, Section 7-474(b), the Mayor and Council hereby approve the Agreement and that the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Groton.

Deputy Mayor Duarte moved **Councilor Duffy** seconded a motion to approve **R-07-4-33**.

There was some discussion on the retirement earnings.

Councilor Poppe said that he felt that a contract being settled 2 years overdue was far too long and hoped that both sides would do all they could to see this doesn't happen in the future.

Motion passed unanimously.

R-07-4-34 RESOLUTION THAT THE MAYOR AND COUNCIL ACCEPT THE LETTER OF INTENT TO RETIRE FROM SERGEANT RICHARD CHMIEL, EFFECTIVE AUGUST 1, 2007

WHEREAS, Sergeant Richard Chmiel has attained the age and length of service requirements necessary to formally retire from the City of Groton Police Department and will do so on July 8, 2007; and

WHEREAS, the Connecticut Independent Police Union Local No. 8 Collective Bargaining Agreement currently states that an individual may retire on a normal pension on the first day of any month after he has attained his Normal Retirement Date;

THEREFORE, BE IT RESOLVED, that the Mayor and Council accept the letter of intent to retire from Sergeant Richard Chmiel, effective August 1, 2007.

Councilor Duffy moved **Councilor Galbraith** seconded a motion to approve **R-07-4-34**.

This was discussed at the Committee of the Whole in March.

Motion passed unanimously.

R-07-4-35 RESOLUTION THAT MAYOR AND COUNCIL AUTHORIZE THE CITY OF GROTON TO PURCHASE ONE (1) BANDIT MODEL 250 BRUSH BANDIT BRUSH CHIPPER FOR THE PUBLIC WORKS DEPARTMENT FROM TYLER EQUIPMENT CORPORATION, 94 UNION CITY ROAD, PROSPECT, CONNECTICUT FOR A TOTAL PRICE OF \$30,971.50 (THIRTY THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS AND FIFTY CENTS)

WHEREAS, the Public Works Department has identified the need to replace the current 1982 brush chipper; and

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WHEREAS, the City Purchasing Agent was able to get very favorable pricing from the GSA contract pricing list for Bandit Industries, Incorporated; and

WHEREAS, Tyler Equipment Corporation is the local dealer for Bandit; and

WHEREAS, the Purchasing Agent recommends this purchase;

THEREFORE, BE IT RESOLVED that the Mayor and Council authorize and approve the purchasing of one (1) Bandit Model 250 Brush Bandit brush chipper for the use of the Public Works Department from Tyler Equipment Corporation, 94 Union City Road Prospect, Connecticut for the total price of \$30,971.50 (Thirty Thousand Nine Hundred Seventy-One Dollars and Fifty Cents).

Councilor Galbraith moved **Councilor Duffy** seconded a motion to approve **R-07-4-35**.

Councilor Hale asked if the funds were to come out of Capital Funds.

Mayor Popp said they would.

Motion passed unanimously.

R-07-4-36 RESOLUTION THAT THE MAYOR AND COUNCIL AUTHORIZE GROTON UTILITIES' MANAGEMENT TO AWARD THE CONTRACT TO CONCRETE SYSTEMS INC./SHELTER TECHNOLOGIES, 9 COMMERCIAL STREET, HUDSON, NEW HAMPSHIRE FOR THE INSTALLATION OF A PRE-PACKAGED, PREFABRICATED WATER BOOSTER PUMP STATION TO INCLUDE THREE (3) CENTRIFUGAL PUMPS, ASSOCIATED PIPING, THREE (3) VARIABLE FREQUENCY DRIVES, ELECTRICAL PANELS AND MOTOR CONTROLLERS, STANDBY DIESEL GENERATOR AND APPURTENANT EQUIPMENT BASED ON THEIR LUMP SUM BID SUBMITTED IN THE AMOUNT OF THREE HUNDRED EIGHTY THOUSAND, FOUR HUNDRED TWENTY-FOUR DOLLARS AND NO CENT (\$380,424.00) TO BE PAID FROM THE APPROVED 2000 WATER BOND FUND PROGRAM, AND THAT MAYOR DENNIS L. POPP BE AUTHORIZED TO EXECUTE THE CONTRACT DOCUMENTS AND CITY CLERK DEBRA PATRICK AFFIX THE CITY SEAL THERETO

WHEREAS, bids for a prefabricated pump station for the proposed Route 117 Center Groton Booster Pump Station Project were advertised on February 5, 2007, with the bid opening held on February 22, 2007; and

WHEREAS, the Utility Commission at its regular meeting held on February 28, 2007 rejected the bids received due to inconsistencies; and

WHEREAS, the project was readvertised and bids were received and opened at the City of Groton Department of Utilities, Project Management Section, 1240 Poquonnock Road on Wednesday, March 21, 2007 at 11:00 a.m.; and

WHEREAS, based on the evaluation of the bids received, Groton Utilities Management recommended that the low bidder, Concrete Systems Inc./Shelter Technologies of Hudson, New Hampshire, be awarded the contract based on their lump sum bid in the total amount of \$380,424.00; and

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WHEREAS, the City of Groton Utility Commission at its regular meeting on March 28, 2007 voted to award the contract to Concrete Systems Inc./Shelter Technologies of Hudson, New Hampshire for the installation of a pre-packaged, prefabricated Water Booster Pump Station to include three (3) centrifugal pumps, associated piping, three (3) variable frequency drives, electrical panels and motor controllers, standby diesel generator and appurtenant equipment based on their lump sum bid submitted in the amount of \$380,424.00 to be paid from the approved 2000 Water Bond Fund program;

THEREFORE, BE IT RESOLVED that the Mayor and Council award the contract to Concrete Systems Inc./Shelter Technologies, 9 Commercial Street, Hudson, New Hampshire for the installation of a pre-packaged, prefabricated Water Booster Pump Station to include three (3) centrifugal pumps, associated piping, three (3) variable frequency drives, electrical panels and motor controllers, standby diesel generator and appurtenant equipment based on their lump sum bid submitted in the amount of Three Hundred Eighty Thousand, Four Hundred Twenty-Four Dollar and No Cents (\$380,424.00) to be paid from the Approved 2000 Water Bond Fund Program, and that Mayor Dennis L. Popp be authorized to execute the contract documents and City Clerk Debra Patrick affix the City Seal thereto.

Councilor Street moved **Councilor Galbraith** seconded a motion to approve **R-07-4-36**.

Ray Valentini, Manager of Operations, Water Division gave the Council some information on the location and construction of the new pump station at 117 and 184. He said it will be similar to a modular house and will look like a barn.

Mr. Valentini said it would be on a slab. He said it went out to bid and only 3 bids were returned. Due to some irregularities in paperwork it went out to bid again and came in at almost \$60,000.00 less than earlier bids. He expects it to be completed by November.

Discussion on whether the tank/tower has gone out to bid.

Mr. Valentini said it had.

Motion passed unanimously.

X. POSSIBLE EXECUTIVE SESSION

None.

XI. COMMENTS FROM EXECUTIVE SESSION

None.

XII. ADJOURNMENT

Councilor Hale moved **Councilor Duffy** seconded a motion to adjourn. **Motion passed unanimously.**

Mayor Popp adjourned the meeting at 7:58 p.m.

ATTEST:

APPROVED:

**Debra Patrick
City Clerk**