

SPECIAL MEETING NORTH SMITHFIELD TOWN COUNCIL

MAY 9, 2011

KENDALL-DEAN SCHOOL AUDITORIUM

7:00 P.M.

SPECIAL MEETING

The meeting was called to order at 7:00 PM and began with the prayer and the pledge to the flag. Council members present were Ms. Alves, Mrs. Charest, Mr. McGee, Mr. Zwolenski and Mr. Yazbak. Town Administrator Hamilton and Town Solicitor Nadeau were also in attendance.

CONTINUATION OF PUBLIC HEARING RE: ZONING AMENDMENT

**Petition to Rezone Property Described as Assessor's Plat 1, Lots 127 and 134, Located at 1118 Victory Highway and Property Described as Assessor's Plat 1, Lot 330, Located at 1152 Victory Highway from Rural Agricultural (RA) to Urban Residential (RU-20) – North Pine Residences, LLC and DAS Contracting Corporation, Petitioners –
Petition to Rezone Property as Described Above**

There was no representative present.

**Mr. Yazbak stated that they were supposed to be present but he did receive a telephone call saying that they were going to ask for a
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continuance once they got to this point. He stated that since there is no representation present at the meeting he is requesting to have Mr. Nadeau notify their attorney to when the hearing date has been continued to August 1, 2011 and that will be the date of the public hearing and the same date that the town council will take action on.

MOTION by Mr. Zwolenski, seconded by Mrs. Charest and voted unanimously on an aye vote to continue the Public Hearing regarding the Zoning Amendment to Monday, August 1, 2011.

TRANSFER OF SILVER PINES PUMP STATION TO THE TOWN

It was Mr. Nadeau's understanding that the property with the pump station was transferred to the town back in 2008. A deed was recorded prior to the time he was solicitor and did not know anything about this. The town clerk sent him a copy of the deed a couple of weeks ago showing him the recording information from the town of where the pump station is located. The town clerk couldn't find any evidence in the minutes of meetings accepting the transfer from DAS to the town. The only thing that exists is the copy of the recorded deed.

Mr. Yazbak asked if the land that this equipment resides on, is deeded to the town too.

Mr. Nadeau stated that the pump station is included in the property and is listed and any improvements which that would be included as

improvements.

Mr. Yazbak asked if there is any action needed from the town council at this time.

Mr. Nadeau stated no not at this time.

Mr. Joseph DeMayo of 62 Alpine Way, Silver Pines handed out copies of town council minutes from book 21 pages 238 and 239. He referred to page 239 of the minutes dated September 18, 2000 and read the following: "MOTION by Mr. O'Brien, seconded by Mr. Biron, that upon completion of the sewer line, water line, and any related infrastructure, that they be turned over to the town. MOTION passed unanimously on a roll call vote of the council." He asked why is this taking so long, and knows that the pump station is not being maintained because he lives there and sees that no one is maintaining it.

Mr. Yazbak indicated that this particular agreement which was negotiated with this prior council had a lot of different facets to it. There was land swaps, authority given to them to open up a street and do construction, authority given to them to tie in people and to retain some of that money and there was a well site that was being used at that time. There were a number of issues with that proposal.

Mr. Zwolenski shared that he had problems with this project since

day one and was asked for his resignation and stated that the town is still continuing to see difficulties with this project.

Mr. DeMayo asked if the system backed up, then who is responsible for the pump station.

Mr. Yazbak replied that the town is responsible because the town owns the land. It was brought up to their attention the last couple of weeks, just last month they were under the impression and the information they had that the transfer had never occurred because the council never accepted it.

Mr. Nadeau provided some information that back in January, 2010 DAS came in and asked the town if they could deed the pump station over to the town, the Sewer Commission recommended it. When they asked some questions, about it back in January, it was pulled off of the agenda and continued from January to March and vanished from the calendar. At one point and as far back as January, 2010 not even DAS either knew or remembered that they had deeded it to the town.

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Mr. Zwolenski asked if DAS was deeding it to the town and would the town accept it?

Mr. Nadeau stated that back in 2010 he was against accepting it because his concern was that it wasn't up to standards and things had to be done at the time and that is why the Sewer Commission withdrew their request to have the town council accept it because there were outstanding issues.

Mr. Yazbak stated that since the deed is already done, there is nothing to complete and that as of right now, the town owns that pump station because the town owns the land underneath the pump station and the town has the responsibility to maintain it.

Mr. Kirby arrived at 7:25 p.m. and was told by Mr. Yazbak that the public hearing was continued to August 1, 2011.

Mr. Carpenter, Sewer Superintendent, stated that he has to maintain the pump station and the pump station was tabled back in March of 2010. He wanted to know who signed the deed. It came before the council then, it was tabled because Mr. Alvarez, the prior Sewer Superintendent stated that there were issues with the station and he has the paperwork that Mr. Alvarez sent to DAS and what had to be repaired. It never appeared back before the town council to accept the pump station. That is why he hasn't been maintaining it.

Mr. Yazbak commented that it doesn't become more legal that when the deed has been recorded at town hall.

Mr. Nadeau stated that the town clerk found the deed and it was recorded back in 2008.

Mr. John Quirk of 38 Alpine Way, Silver Pines asked that residents that already paid once to have the sewer lines cleared and it serves houses on Main Street and asked who is going to service the sewer lines on Main Street and at Silver Pines Condominiums.

Mr. Zwolenski asked when did the residents pay out of pocket expenses for this problem.

Mr. DeMayo indicated that there was a blockage on a Sunday that occurred back in January. He had contacted the town, Mr. Carpenter, and he couldn't respond because he told him that the lines were not town lines. He called the management company from Silver Pines and they had a company come up to clear the lateral line that was blocked. When the blockage was freed, he received a call from Mr. Carpenter stating he received an alarm and explained to him the problem. He is asking the town to accept their lines and laterals and if they have a blockage, they want the town to respond just like they would for Main Street.

Mr. Yazbak stated that the question has been noted and the administration will come up with a response for the August 1, 2011 meeting.

Ms. Laurie DeMayo of 62 Alpine Way, Silver Pines asked when a motion is made and it is seconded and it is passed what is that called?

Mr. Yazbak stated it is a council action and then the council action has to be turned over to the administration.

Ms. DeMayo asked who is responsible for the oversight to see that these items are addressed and are correct?

Mr. Yazbak stated that the administration deals with day to day activity with town government.

Ms. DeMayo asked if the administration changes from the time it is passed to the time it is going to be implemented does that dissolve any responsibility to make sure that it is implemented or is supposed to be continuous with administration to administration and to town council to town council?

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Mr. Yazbak stated that he feels it was still the responsibility of the administration.

Ms. DeMayo feels that they should receive whatever was agreed to.

MOTION by Mr. Zwolenski, seconded by Ms. Alves and voted unanimously on an aye vote to continue the discussion of the transfer of Silver Pines pump station to August 1, 2011.

MOTION by Mr. Zwolenski, seconded by Mrs. Charest, and voted unanimously on an aye vote to ask the administration to do a thorough review of everything that deals with Silver Pines from 2000 to present including all of the different contingencies and to go line by line and identify what was agreed to and what is remaining and to make sure they have everything possible.

FISCAL YEAR 2010/2011 SCHOOL DEPARTMENT DEFICIT

Mr. Yazbak stated there was a meeting last Wednesday, he could not attend that meeting but Mrs. Charest attended the meeting in his place.

Mrs. Charest informed them, that there was nothing to report.

Mr. Yazbak informed the council that the next meeting will be held on Wednesday, May 11 at 8:00 am at Kendall Dean School. They will be covering both fiscal years 2010/2011 and 2011/2012 for the School Department funding deficit and in hopes that the administration will be joining them. There is going to be some action taken at the next town council meeting at least on the 2010/2011 issue.

MUNICIPAL ANNEX AND POLICE STATION FIRE CODE APPEAL/VIOLATIONS

Mr. McGee informed the council that at this point they are going to get different options, bring in an expert to get another opinion besides the fire marshal's and then they will have two fair opinions and once they go through all of the leg work, they will present it to the council and the council can decide at the time which way to go with it.

COMMUNITY DEVELOPMENT BLOCK GRANT/DISASTER RELIEF

MOTION by Mr. Yazbak, seconded by Mr. Zwolenski and Mrs. Charest, and voted unanimously on a roll call vote to apply and approve the following grant application: "WHEREAS, funds are available under the Rhode Island Community Development Block Grant Disaster Recovery Program, administered by the Department of Administration, Division of Planning, Office of Housing and Community Development; and, WHEREAS, the Governor of the State of Rhode Island has authorized the Director of said department to disburse such funds; and, WHEREAS, it is in the interest of the citizens of the Town of North Smithfield that application be made to undertake a local Community Development Disaster Recovery Program. NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NORTH SMITHFIELD that the filing of this application for the amount of \$2,014,000 to implement the activities proposed herein hereby authorized and that Paulette Hamilton (Chief Executive Officer) and also Town Administrator is hereby authorized and directed to file this application with the Office

of Housing and Community Development, to provide any additional information or documents required by said office, to make any assurances required in connection with this program, to execute an agreement with the State of Rhode Island and to otherwise act as the Representative of the Town of North Smithfield in all matters relating to this application and any award which may be based upon this application.”

Mr. Nadeau noted that the Planning Board also went through this last Thursday evening and approved it as well.

FUNDING SOURCE FOR KENDALL-DEAN SEWER CONNECTION

Mr. Yazbak stated that they were trying to identify a funding source to tie into the sewer.

Mrs. Hamilton referred to Mr. Brian Silvia’s memo titled Kendall Dean Sewer Tie-In. Mr. Silvia contacted Mr. Lindberg and the projected costs remain unchanged as a not to exceed contract of \$7,700.00 still stands for the cost of the tie-in, he also contacted Mr. Vadenais last

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week. They are looking for a potential from the contingency fund that they had in the RI LEAP money that they did the repairs to the roads for \$250,000.00 and they are getting reimbursed from that. That should be as early as this week and \$231,000.00 should be returned and \$242,000.00 that was spent, so there is a balance of

approximately \$44,500.00 and they are looking at that as the potential for the \$7,700.00 sewer tie-in.

Mr. Yazbak stated that there is no council action required because they already did the not to exceed amount of \$7,700.00 in a prior town council meeting.

Mrs. Hamilton stated that as soon as they get the LEAP money in, she will inform the council and proceed from there.

Mr. Yazbak stated that they identified the source and as soon as they have the source, then they can let it go because the council has already acted on it.

APPOINTMENT TO REDEVELOPMENT AGENCY

There were no appointments.

Mr. Yazbak tabled the appointment to the Redevelopment Agency to the July 18th regular scheduled meeting.

INTERMUNICIPAL EQUIPMENT SHARING AGREEMENT

Mrs. Hamilton stated that this agreement was written by the Interlocal Trust. Currently there isn't anything in writing between the City of Woonsocket and the Town of North Smithfield rescue vehicles and she is uncomfortable with that. She spoke with the Chief and in the event there is some damage to the vehicles and property, those are

the Town of North Smithfield's trucks and not the fire department's trucks, she would prefer to have something in writing that can be memorialized that is a baseline and/or can be modified later. She is asking the council to review the agreement and she has provided a copy to the solicitor for review. It was written by Ian Ridlan who is the attorney for the Interlocal Trust at no cost to the town.

Mr. Yazbak voiced his concern about sharing vehicles for weeks and months at a time to another town and believes there is a value on the equipment and that value may decrease over time.

Mrs. Hamilton feels that if there is an agreement in place, it might give them a leg up and stated it is very loosely defined in responsibilities in terms of insurance, if a vehicle is lent, they have to contact their insurance company and fax to them a waiver or a indemnification form for the town. She feels it would protect the town in the long run.

She stated the town doesn't have anything legally binding between the two communities, (Woonsocket and North Smithfield) to protect the town. She suggested if it is long term they would institute this initially and then come up with a determination of a fee structure for rental of the vehicles.

Mr. Yazbak stated maybe the solution is that they could use the vehicle for a week or two and then after that the town would be reimbursed for the depreciation and the wear and tear on that vehicle.

Mrs. Hamilton is asking the council's approval to submit the agreement to the City of Woonsocket and they will want their attorney to look at it. This is drawn up by the trust of which they are not a member.

Mr. Yazbak made it clear that if a piece of equipment is borrowed by somebody else, not on mutual aid, they have their insurances; we don't want to pay for our insurance.

Mr. Nadeau stated that it is a good thing having this approved.

Mr. DeMayo stated that Millville responded to a call in December, 2010 during an ice storm and took down a sign, a light pole and a tree at Silver Pines by an emergency vehicle and they still don't have it resolved. He asked who is responsible for damages.

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Mr. Yazbak explained to Mr. DeMayo that this was different. They were providing mutual aid and not borrowing equipment but if a piece of equipment is borrowed that they have to make sure that they have insurance. All towns have mutual aid agreements.

Mr. Pendergast stated he has not met with the administrator on this but informed them that on a statewide level, all of the public works

directors were discussing this and they put together a rough draft and he will be supplying a copy to the solicitor. In the draft if both parties agree to either lease and or rent on a long term basis, then they would need to pay a fee. In the agreement that is all part of it, that they put together and it takes care of if both parties agree, they can charge each other, not charged or there is state law that includes death, injury or personnel while you're in another town and if they are going to agree on some type of resolution they can insert this information that has already been worked on.

Mr. Yazbak indicated the way he understands it is the town administrator wants to work on this to get the insurance components straightened out and then work on the equipment part of it that Mr. Pendergast is speaking about.

Mrs. Hamilton stated this is the way of the future having these types of interlocal agreements among many communities. The communities they are working with are Burrillville, Glocester, Smithfield and North Smithfield. This part of it is just for lending right now and then she'll forward the agreement to Woonsocket for them to review along with Mr. Pendergast's suggestion from the State and they can insert all the equipment with it.

Mr. Yazbak told Mrs. Hamilton to go forward with providing the agreement to Woonsocket for their review. No motion was made.

Mr. Quirk asked why they couldn't include mutual aid in this agreement. They lost a light pole, sign and a tree at Silver Pines. He made the point that it could have been a person or a young child. He feels that no one should come into the town on an emergency situation and where the town doesn't have an agreement or insurance in place, and should know who the insurance company is and that they will be responsible to pay for any property damage or bodily injury that is caused while they are providing emergency services for the Town of North Smithfield.

Mr. Yazbak stated that in emergency situations, that is already covered in mutual aid agreements. He stated that what they have is a problem with Millville's insurance carrier. He suggested providing the facts to the administration and they can work directly with the administration and fire department to try and get the problem resolved.

FORMER EMPLOYEE SEVERANCE

Mr. Yazbak was informed by former Councilor Steve Biron who was working on this item before he left office and gave the information to him to follow up. There was a former employee who received a severance but it wasn't formally approved by the council or felt that it should have been approved by the council since it was a personnel matter.

Mrs. Hamilton explained that it was from a former employee who

wanted to receive back pay for vacation and sick time and there was no precedent for any individual for not having an employee achieved a certain year of service. This person fell short for years of service necessary and was not due any of her sick time. There was a \$13,500.00 claim on their part that they wanted to be paid out when they left. In the contract one of the words in the town's favor was that they could retire, or be disabled or upon death they could be due that money. None of those portions of the contract were completed. She felt that the person did not retire because they were going to work at another municipality. She decided to fight the claim, go to arbitration and see what the outcome was. At the arbitration by the labor attorney the town hired, if there was any way that they could settle was to come up with a reduced amount, perhaps that individual would be willing to settle. They decided to bring the amount from \$13,500.00 to \$3,500.00 and very reluctantly the employee accepted.

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According to the contract, it has to be paid the following pay period. She did check that there was a town council meeting in between there but it never occurred to her or the labor attorney or the union or anyone to bring it back before the town council because it was a personnel issue. She commented that it was a success and not only were they able to reduce the amount, but they didn't set a precedent for future retirees or people who left employ that they would be entitled to that payout. The agreement was signed by the business agent for Council #94, she signed and the grievant signed. She didn't

consider it a contract, she considered it a personnel issue.

Mr. Yazbak feels this issue isn't how it was done or how it was negotiated and where did it end up, at least the issue for Councilor Biron is that the way it was explained to him was the fact that there was an agreement, an execution of some type of legal document, and there was no town council ratification to make that binding. He has no concerns on the outcome but what becomes the process for getting the agreement to have the authority behind it. The way the charter reads is that it states that any kind of legal agreement, severance agreement or contract, in order to have it binding by the town, it needs to come back in front of the town council.

Mr. Nadeau stated that it was a grievance settlement which was a contract.

Mr. Yazbak feels that it puts the Town Administrator in a better negotiation position if they go before the town council.

Mrs. Hamilton explained that when she is involved in arbitrations, she only knows what the potential is when she is involved in the arbitration, it costs \$1,800.00 a day for the arbitrator and then the cost of an attorney and then having to go back to the town council, and it takes seven months to get another date for an arbitration. She wouldn't be able to have closure on that issue unless it was tabled and came back months and months later, and have incurred

additional attorney fees etc.

Mr. Yazbak stated that the charter says it has to come back in front of the town council. He suggested that when she is negotiating she gets the best deal she can, she has the authority to negotiate with them and she can recommend to the town council but she needs the town council to approve this, it is final as far as she is concerned but it isn't final as far as the town as a whole because she must get town council approval at their next meeting.

Mrs. Hamilton is in agreement and that it would be contingent upon approval of the town council and they would not have to reconvene.

Mr. Nadeau suggested prior to the arbitration she should meet with the town council and explain what her and the attorney discussed and can the town council give her the authority to settle with a certain dollar amount and not to exceed that amount.

Mr. Zwolenski asked if it had been paid?

Mr. Nadeau stated yes it has been paid.

Ms. Alves asked how was it paid?

Mrs. Hamilton informed them that it was paid through a payroll check.

MOTION by Mr. Yazbak, seconded by Mr. Zwolenski, and voted unanimously on an aye vote to ratify and approve the agreement retroactively on a severance package that was approved by the town administrator to a former employee last June, 2010 and that was also worked upon by Mrs. Charest on personnel matters.

CURRENT UNEMPLOYMENT PAYMENT TO FORMER EMPLOYEES

Mr. Yazbak stated that this was another issue that former Councilor Steven Biron was working on before he left. He explained the circumstances on unemployment benefits to a former employee. The employee voluntarily quit, may have had another job that could have fell through, and applied for unemployment. The paperwork had been

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sent to town hall, the finance director doesn't know what had happened. The finance director was not working for the town at the time, the deadline was missed for the appeal and the person was awarded unemployment.

Mrs. Hamilton explained that the individual left on his own and could collect unemployment. She has a letter from September that she wrote stating they had received their initial request for information and explained that they recently lost their payroll person having others fill in. There was no staff identification on the mail and she believes that they missed their opportunity since their request was

not answered. That was in September only after they had received some information that this person was still collecting unemployment. They asked them who did they send the information to because they never received it. That would have been the town's opportunity to dispute it. They didn't have a name or know the payroll person's name so they sent it to the Town of North Smithfield and it was never received. They sent a letter to Karen the current payroll/hr person which stated that his claim was already addressed, he filed a claim and that he quit and was allowed to collect based on the reason he left and a decision was sent in the mail stating he was allowed to collect and an appeal should have been sent in then. The town never received that letter, and if an appeal was never filed. But one was never filed because the letter was never received. He will continue to be paid until the appeal has been processed. A subsequent e-mail was received on April 28, 2011 stating that the claimant has four weeks remaining.

Mr. Yazbak commented that there should be some type of process if someone voluntarily quits or if there is ever any lay-off in the future that the town should be pro-active and notify the Department of Labor and Training informing them in advance if someone files for unemployment when a person quits providing them with the necessary information and reason for leaving and contact information.

Mrs. Hamilton contacted them and identified a person and back-up

person for the future for all correspondence.

Mr. Pendergast stated that they are in the process of an appeal. He feels that it is justified. He asked if the town has the chance to recoup the money from him that he has been paid?

Mrs. Hamilton replied that if they do an appeal and win that they don't issue a refund.

Mr. Nadeau responded no because he was granted benefits. If it is appealed now, the town's recourse is that his benefits stop.

OUTDOOR SOUND SYSTEM PERMIT AND TIME EXTENSION FOR OPERATION OF FLOODLIGHTS AT THE HIGH SCHOOL FOR RELAY FOR SPORTS FUNDRAISER

Mr. Yazbak was contacted by Mr. Shatraw to request an outdoor sound system. He already spoke to the town administrator and explained that the students form teams and would be walking around the track and that a member from each team must be out on the track throughout the night to help raise money for the Northmen Athletic Club which will help pay for the sports in school this year. They may have a radio. The floodlights are an administrative function not a council function.

Mrs. Hamilton expressed that Mr. Shatraw will be going out to the individual homes in the area and explain to them of what was

happening.

MOTION by Mr. McGee, seconded by Mrs. Charest and voted unanimously on an aye vote to approve the outdoor sound system.

RESOLUTION RE: EXTENDED PRODUCER RESPONSIBILITY

Mr. Yazbak explained that it is in support of a companion bill that is in the Senate at the state house. This bill is about making manufacturers be more responsible for those types of costs and have them rethink about making those items out of some type of recyclable material. For example box springs and mattresses that don't go to the landfills. This is showing North Smithfield's support with other cities and towns.

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MOTION by Mr. Zwolenski, seconded by Ms. Alves, Mrs. Charest, and Mr. McGee and voted unanimously on a roll call vote to adopt the following as presented: "WHEREAS, Manufactured goods and packaging constitute approximately 75% of the materials managed by U.S. municipalities based on figures reported by the U.S. Environmental Protection Agency; and WHEREAS, the municipal waste management system was established a century ago to manage far simpler and more homogeneous waste like ashes, food scraps and horse manure, rather than the manufactured goods and packaging which dominate today's municipal waste; and WHEREAS,

hazardous and hard-to-recycle product management costs are expected to increase substantially in the near future unless policy changes are made; and WHEREAS, there are significant environmental and human health impacts associated with improper management of hazardous products; and WHEREAS, Extended Producer Responsibility (EPR) is an environmental policy approach in which producers accept responsibility for the end-of-life management of their products, so that those who produce and use products bear the costs of recycling and responsible disposal; and WHEREAS, when producers are responsible for ensuring that their products are reused or recycled responsibly and when health and environmental costs are included in the product price, there is an incentive to design products that are more durable, easier to repair and less toxic; and WHEREAS, jobs in disassembly, reuse, repair and recycling are generated by EPR, offering significant local economic development opportunities; and WHEREAS, the Rhode Island legislature has committed to achieve greenhouse gas emissions reductions and EPR policies are important strategies for achieving this goal through reduction of manufacturing and disposal emissions; and WHEREAS, the North Smithfield Town Council supports statewide legislation to hold producers responsible for hazardous product discard management and other product waste management costs; and WHEREAS, EPR legislation for discarded electronic waste has been passed in 18 states and New York City; and WHEREAS, state law established a manufacturer-financed system, similar to EPR, for the collection, recycling and reuse of certain electronic products; and

WHEREAS, earlier this year, the Rhode Island General Assembly passed a joint resolution requesting the Department of Environmental Management to develop recommendations for establishing an EPR program. NOW, THEREFORE, BE IT RESOLVED that the North Smithfield Town Council urges the Rhode Island General Assembly to enact comprehensive EPR legislation based on the framework Principles for Product Stewardship Policy; and be it further RESOLVED that the North Smithfield Town Council does hereby request that the Department of Public Works develop recommendations for establishing an EPR program in North Smithfield; and be it further RESOLVED that the Town of North Smithfield includes preferential producer take-back language in purchasing contracts where feasible.”

MOTION by Mr. Zwolenski, seconded by Ms. Alves and Mrs. Charest, and voted unanimously on an aye vote to amend and add to the agenda a recycling drug program topic and to allow Mr. Quirk to speak.

Mr. Quirk had come before the town council two years ago after attending a drug recycling program and felt that this was a good program for North Smithfield to participate in. He had several types of heavy drugs located at his residence due to his wife’s illness and medications she used before her passing. Last year he contacted the North Smithfield Police department and asked if they would participate in the program and they refused to participate in the

program. He joined the North Smithfield TASK Force and once again on a national day that this is held, this year he requested permission from the Fire Chief to use the fire station for a location to collect and once again he went to the police department and they refused once again. He attended a program in Woonsocket and in Lincoln and in Lincoln, the Chief of Police had someone there from their department and they were able to collect. The Lincoln department collected approximately two 55 gallons drums and it was held on a Friday and Woonsocket held theirs on a Saturday and they collected six 55 gallon drums of narcotics that were delivered back to them. He is disappointed with the town and that he could not get a police officer to be with them for four hours on a Saturday in order to collect drugs and medications out of homes and concerned about children going into these homes when they are looking for drugs.

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Mr. Yazbak suggested to Mr. Quirk that if he knows the date in advance and if it is an annual program asked him to approach the town council two or three months in advance and let them know so they can pass it to the Public Safety Director. In case it may be due to lack of money, maybe the town council could find the money somewhere else and could help the situation.

Mr. Nadeau stated that it wasn't a money issue. The Chief had

concerns and questions about liability. There was a meeting in the past year when CVS came to the police station and wanted to run a similar program. At that time, there were no other programs within the state that ran like this one. The Chief asked CVS for some information with regard to liability questions he had and they were not able to answer his questions satisfactorily. For that reason, he did not want to participate in the initial program. He asked Mr. Quirk if he could provide information in regards to liability issues, he would be happy to look it over.

Mr. Quirk stated that the program is run through the Department of Elderly Affairs (DEA) which is a federal agency. They pick up everything for purpose of disposal. Their only requirement is to have a police officer there.

Mr. Nadeau stated he would be happy to look at the information and confer with the Chief of Police.

Mr. Quirk will provide the information from DEA to Mr. Nadeau.

MOTION by Mr. Zwolenski, seconded by Ms. Alves, Mrs. Charest, and Mr. McGee, and voted unanimously on an aye vote to adjourn at 8:52 P.M.

Respectfully submitted,

Patricia A. Paul, Deputy Town Clerk