

State of Rhode Island

County of Washington

In Hopkinton on the seventeenth day of September 2018 A.D. the said meeting was called to order by Town Council President Frank Landolfi at 7:00 P.M. in the Town Hall Meeting Room, 1 Town House Road, Hopkinton, RI 02833.

PRESENT: Frank Landolfi, Thomas Buck, Barbara Capalbo, Sylvia Thompson, David Husband; Town Solicitor Kevin McAllister; Town Manager William McGarry; Town Clerk Elizabeth Cook-Martin.

The Meeting was called to order with a moment of silent meditation and a salute to the Flag.

CONSENT AGENDA

The Town Council Meeting Minutes of August 6, 2018 were removed from the Consent Agenda to vote on them separately.

A MOTION WAS MADE BY COUNCILOR CAPALBO AND SECONDED BY COUNCILOR THOMPSON TO APPROVE THE CONSENT AGENDA AS FOLLOWS: Approve Town Council Meeting Minutes of September 4, 2018; Town Council Workshop Notes of August 27, 2018; Set November 7, 2018 as the hearing date for renewals of Liquor Licenses and Victualling Licenses; Set December 3, 2018 for hearing day for Holiday Sales License Renewals; Accept the following monthly financial/activity report: Town Clerk; Approve Petition of National Grid & Verizon for a joint pole on Arcadia Road.

IN FAVOR: Landolfi, Buck, Capalbo, Husband, Thompson

OPPOSED: None

SO VOTED

A MOTION WAS MADE BY COUNCILOR CAPALBO AND SECONDED BY COUNCILOR BUCK TO APPROVE THE TOWN COUNCIL MEETING MINUTES OF AUGUST 6, 2018.

IN FAVOR: Landolfi, Buck, Capalbo, Thompson

OPPOSED: None

ABSTAIN: Husband

SO VOTED

Councilor Husband had abstained as he was not present at this meeting.

PUBLIC FORUM

Scott Bill Hirst of 20 Maple Court, Ashaway advised that Eric and Louise Burton will be celebrating their 75th wedding anniversary. In speaking about the Burtons, Mr. Hirst suggested that they were well known in Town; one of their sons had died in Vietnam; and Louise Burton was the sunshine lady for the Historical Association for a number of years in the past. Mr. Hirst indicated that he thought it would be nice for the Council to issue them a citation. On another note, Mr. Hirst stated that the Omnibus meeting of the Chariho School District is usually held in January and he wished for the Council to send a letter asking them to talk about something other than the budget. The General Assembly meets in January until approximately June or July and any legislation that would impact the Chariho towns regarding education could be discussed. He feels it is a disservice to the Town Councils, School Committee and the public if they do not talk about any potential legislation or anything else that may be important. Open Meetings Law requires that anything that may be discussed needs to be duly advertised. Mr. Hirst also advised regarding the Ashaway Ambulance Service, that on Tuesday, September 18, 2018, the Ashaway Fire District would be discussing the \$50,000 loan they just approved for the Ashaway Ambulance. Ashaway Ambulance will be obtaining funding from the Town of Hopkinton and the Ashaway Fire District. Mr. Hirst indicated that he recently sent an email to the Director of Health of the State listing several questions that he had but he hasn't yet had a response. One of his questions is regarding the territory of the Ashaway Fire District and whether it is the same as the territory of the Ashaway Ambulance Association. Councilor Buck asked Mr. Hirst what time that meeting would be and he indicated 6:00 p.m. at the fire house. Mr. Hirst's concern is nepotism in that the Ashaway Ambulance Association has a President, her husband is the Treasurer and her first cousin and her father are two of the three Fire Commissioners and they are going to decide on the payments of the \$50,000. Are they going to be as vigilant looking over that \$50,000 as the Town Council of

Hopkinton was looking over the \$50,000 grant from the Town of Hopkinton to the Ashaway Ambulance Association? Mr. Hirst wrote a letter which was to be published in the Westerly Sun on Tuesday, September 18, 2018 concerning this matter.

Joe Moreau of 32 Old Depot Road thanked the Council for their hard work and indicated that previously he had no idea how much work the Town Council did between emails, paperwork, meetings and calls from residents. Someone had told him that the Town Council members were making \$5,000 to \$6,000 a year; however, he checked the budget and learned that the President earns only \$3,000 per year, the Vice President \$2,500 per year and the other members \$2,225 per year. He advised that individual that this does not even cover their expenses; it doesn't cover anywhere near their time. He wished that people would do more research. Mr. Moreau went on to state that after a meeting one night he had a conversation with Council President Landolfi and another Council member and Council President Landolfi indicated to him that he was going to ask Crossman Engineering to provide a second opinion to clarify some of the issues concerning the burn dump and this made a lot of sense to him. The second opinion was not part of the record because the hearing was closed so how could the citizens ask questions? He was told that the Town Council could ask questions. Regarding friends and others' concerns about the liability for the burn dump, he received information from Sean Carney of DEM who explained that under the State statute and regulations that apply to the release of hazardous materials, it was not likely that the Town would be deemed a responsible party for the hazardous materials resulting from the Bowley operation based on definitions found in the State statute. He went on to say that during the investigation into the business that Mr. Roland Bowley operated on the subject property he recalled an issue of an old solid waste on-site came up in discussion with Mr. Bowley. A review of in-house records maintained by the Department did not identify this information or a record to substantiate the claim. He also stated that in the Hoffman Engineering report, in Section One of the previous environmental report which was a binder provided to the Town, it states: "During the 01 September 2004 inspection, DEM personnel asked Mr. Roland Bowley if he had placed solid waste on the properties

and Mr. Bowley stated that he had deposited all of the waste on the properties.”

Mr. Moreau next spoke about the capping cost estimates. There were four points on the recap sheet. He looked at the first section which was for investigations and permits and totaled \$233,000; of that \$189,000 is for outstanding DEM fines against Bowley and Townsend and \$10,000 was for legal fees. The second category was for removal of solid waste, and in his opinion there is zero liability for the Town, but if there was some liability, this section talks about excavator work, backhoe work, dump trucks, laborers which all could be done by Town employees to save that money. The third category is for landfill capping and talks about boulder consolidation for \$15,000. He believes this section is for basically installing the solar. The last category is for gravel and they indicate that it costs \$120,000 for 7,500 yards of gravel at a cost of \$16.00 a yard. Richmond Sand and Gravel indicated that their cost for gravel is \$23.00 a yard, which they could reduce slightly, but they didn’t believe they could match the \$16.00 a yard. Mr. Moreau felt the numbers they have been provided were inflated so he prepared a work sheet. Based on 20 inches of overfill on Option Two in the Hoffman study, that is inflated by almost \$34,000, just that one gravel category. Regarding landfill monitoring and maintenance, that totals \$91,900 which is for quarterly reports and groundwater monitoring. Everyone chuckled when they indicated that someone could use a weed whacker to take care of the grass issue but in the report it stated landfill mowing and the cost was \$3,500 and \$1,000 for landfill inspection. The total was \$752,000 in that report. In just those few facts that he has mentioned he could deduct \$327,000 from that total. He believes the numbers in the report are inflated and a scare tactic by telling the Town that they are responsible for this. Council President Landolfi indicated that he would give Mr. Moreau’s report to Town Clerk Cook-Martin and she could give it to the other Council members. Mr. Moreau thanked the Council again for their time.

NEW BUSINESS

This matter had been scheduled to discuss, consider and vote on a recommendation of the Town Solicitor to authorize him to act on behalf of the Town Council in agreeing to a surveyed property description clarifying the precise location of the southernmost boundary line of that certain parcel of real

estate owned by the Town of Hopkinton located on Clarks Falls Road in Hopkinton, RI and identified as Assessors Plat 7, Lot 24, which is also the northernmost boundary line of that certain adjacent parcel of real estate located on Clarks Falls Road known as Assessors Plat 7, Lot 25 owned by the Westerly Community Credit Union. Should the Town Council agree to the recommendation of the Town Solicitor as set forth above, the terms of said agreement would also authorize the Town Solicitor to act on behalf of the Town to do all acts necessary to enter into and execute a proposed settlement with the Westerly Community Credit Union establishing said boundary line between said parcels identified above, thereby resolving litigation pending in the Washington County Superior Court entitled *Westerly Community Credit Union v. Town of Hopkinton et als.*, docket number WM-2018-0300, at no cost to the Town of Hopkinton.

Councilor Thompson suggested to Town Solicitor Kevin McAllister that she does her banking at the Westerly Community Credit Union and asked if she should recuse herself; Town Solicitor Kevin McAllister indicated no as long as she felt that this would not affect her decision one way or the other. Town Solicitor Kevin McAllister explained that the Credit Union owns approximately 10 to 11 acres of land south of land that the Town owns, which is almost 5 acres. The only reason that the Town owns that land is because in 1975 it took that property at a tax sale and this property is landlocked. Initially, representatives of the Credit Union approached Town Planner, James Lamphere, to see if the Town and Credit Union could enter into a boundary agreement because when the Credit Union sent their surveyor out to find the boundary line, the surveyor could not find the boundary markers. Town Solicitor McAllister indicated that he and Town Planner Lamphere met with representatives of the Credit Union for an exchange of ideas and indicated that they would look into the issues. He advised that he believed it would not make any sense for the Town to enter into a boundary agreement because the Town had not foreclosed on the right of redemption of the prior owners and six years after the Town acquired this property, a company called Landco filed a claim to the piece that the Town took but didn't follow

through with their claim. The claim had been recorded in the Land Evidence Records so there is now a cloud on the Town's title and entering into a Boundary Agreement with the Credit Union would not have solved that problem. Thereafter they spoke about several concepts and it became clear to everyone that a quiet title action needed to be filed in the Superior Court in order to clear up all the title and lien issues. He didn't believe the Town would be interested in expending a lot of money to pursue a Superior Court title quieting action because ultimately there wasn't much in it for the Town. So the Credit Union filed this suit and he was asked to accept service on behalf of the individual Council members. The Credit Union is not seeking any monetary claim from the Town. Al DiOrio had performed a metes and bounds description for the Credit Union of what was probably the original property line. The lawyer from the Credit Union asked Al DiOrio to draw a diagram which is what he had handed out to the Council. If the Town accepts this boundary line the Town will have 4.96 acres of land which is exactly what they believed that they had. The only thing this does is defines the property line so the Town can more easily deal with this piece of property in the future. The Credit Union is now asking the Town to agree to the property line and he recommends this as well. If the Council agrees and signs the agreement that would settle the case in the Superior Court and once the appeal period goes by, twenty days after the agreement is entered as a final Judgment, title will be clear; the Town knows what it has and the Credit Union knows what it has, and it didn't cost the Town any money to solve the problem. Town Solicitor McAllister requested that the Council authorize him to sign the papers that were needed in order to dispose of the case.

A MOTION WAS MADE BY COUNCILOR CAPALBO AND SECONDED BY COUNCILOR HUSBAND TO AUTHORIZE THE TOWN SOLICITOR TO ACT ON BEHALF OF THE TOWN COUNCIL IN AGREEING TO A SURVEYED PROPERTY DESCRIPTION CLARIFYING THE PRECISE LOCATION OF THE SOUTHERNMOST BOUNDARY LINE OF THAT CERTAIN PARCEL ON CLARKS FALLS ROAD OWNED BY THE

WESTERLY COMMUNITY CREDIT UNION AND AUTHORIZING HIM TO SIGN A DISMISSAL. Discussion:

Councilor Buck asked Town Solicitor McAllister if there was a way to possibly give the Credit Union a piece of Town property in order to obtain a right-of-way to the road over their property and then this would be a sellable piece of property which would increase its value. Town Solicitor McAllister stated that he was proceeding one step at a time; this was always an option. Town Solicitor McAllister indicated that this process had to be completed and then the Town would have many different options which it did not have before. Discussion ended and the Town Council proceeded to vote on the motion.

IN FAVOR: Landolfi, Buck, Capalbo, Husband, Thompson

OPPOSED: None

SO VOTED

PUBLIC FORUM

No one spoke during the second public forum.

ADJOURNMENT

A MOTION WAS MADE BY COUNCILOR CAPALBO AND SECONDED BY COUNCILOR THOMPSON TO ADJOURN.

SO VOTED

Elizabeth J. Cook-Martin

Town Clerk

Marita D. Breault

Deputy Town Clerk