

TOWN COUNCIL MEETING

DECEMBER 11, 1990

7:00 P.M.

1. Roll Call and Pledge of Allegiance
2. Confirm Reappointment of William Lyons III to the Personnel & Pensions Appeal Board - Mayor's Office
3. Approve the Waiver of the Bidding Process and R.F.P. to Award a Contract to a Firm Recommended by the Finance Committee for the Study of the Electric Division as Requested by the Finance Committee
4. Consider and Approve a Transfer of Funds in the Amount of \$45,475.00 from Contingency to Professional Services Electric Division Study - Finance Committee
5. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
6. Public Hearing on an Ordinance Appropriating \$370,000 for the Purchase of the Property Known as 88 South Main Street and Authorizing the Issue of \$370,000 Bonds of the Town to Meet Said Appropriation and Pending the Issue Thereof the Making of Temporary Borrowings for Such Purpose - 7:45 P.M.
7. Approval of a Lease to the Boys & Girls Club
8. Acceptance of a Deed from Masonic Charity Foundation to Allow Execution of a Lease to the Boys & Girls Club
9. Reapproval of a Lease to the Boys & Girls Club
10. Consider and Approve Road Acceptances (8) - Planning & Zoning
 1. Wind Swept Hill
 2. Riverside Drive
 3. Docker Drive
 4. Stegos Drive
 5. Old Pasture Court
 6. Tom's Drive
 7. Turnberry Road
 8. Watrous Farm Road
11. Consider and Approve a Tentative Labor Agreement with Local 1282 - Personnel Department
12. Consider and Approve a Transfer of Funds in the Amount of \$45,429.00 from Contingency to Various Accounts within the General Fund - Personnel Dept.
13. Consider and Approve Merit Increases (11) - Personnel Dept.
14. Establish a Building Committee to Oversee the Repairs to the Community Pool and Authorize the Waiver of the Bidding Process and Use of an R.F.P. to Hire a Design Consultant - Mayor's Office

(OVER)

15. Consider and Approve Tax Refunds in the Amount of \$1,239.20 (#118-125) - Tax Collector
16. Discuss and Approve the Waiver of Interest Charges on a Personal Property Tax List Tax Appeal - Town Attorney
17. Consider and Approve a Transfer of Funds in the Amount of \$300.00 to Election Supplies - Town Clerk
18. Consider and Approve a Transfer of Funds in the Amount of \$596.00 to Copier Rental and Supplies - Town Council Office
19. Correspondence

Addendum #1

Report from the Comptroller Regarding the Issuance of \$4,400,000.00 Town Of Wallingford General Obligation Bonds

Addendum #2

Consider and Approve a Waiver of Bid and Approval of Corresponding Transfer in the Amount of \$21,500 to Allow the National Golf Foundation to Conduct a Three Phase Study Regarding the Feasibility of Constructing a Municipal Golf Course in Wallingford

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TOWN COUNCIL MEETING

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7:00 P.M.

A meeting of the Wallingford Town Council was held on Tuesday, December 11, 1990 at 7:00 P.M. in the Robert Early Auditorium (Town Council Chambers) of the Wallingford Town Hall and called to order at 7:08 P.M. by Chairman Albert E. Killen. Answering present to the Roll called by Town Clerk Kathryn J. Wall were Council Members Bradley, Duryea, Gouveia, Killen, Papale, Parisi, Solinsky and Zandri. Councilor Holmes arrived at 7:09 P.M. Mayor William W. Dickinson, Jr. arrived at 7:14 P.M. Town Attorney Janis Small and Comptroller Thomas A. Myers were also present.

The Pledge of Allegiance was given to the Flag.

Mr. Killen asked that the everyone remain standing to observe a moment of silence for two Town employees who recently passed away; Jerry Weber, Park & Recreation Board Member and Ruth Kenney, recently retired Aide to the Mayor.

A motion was made by Mr. Bradley to move the following items to the Consent Agenda to be voted upon by one unanimous vote. Seconded by Mr. Holmes.

ITEM #15 Consider and Approve Tax Refunds in the Amount of \$1,239.20 (#118-125) - Tax Collector

ITEM #17 Consider and Approve a Transfer of Funds in the Amount of \$300.00 to Election Supplies - Town Clerk

ITEM #18 Consider and Approve a Transfer of Funds in the Amount of \$596.00 to Copier Rental & Supplies - Town Council Office

VOTE: All ayes; motion duly carried.

ITEM #7,8 &9 Motion was made by Mr. Bradley to Move Agenda Items #7,8 & 9 Up to the Next Order of Business. seconded by Mr. Parisi.

VOTE: All ayes; motion duly carried.

ITEM #7 Approval of a Lease to the Boys & Girls Club

Mr. Killen stated that this issue has not gone before Planning & Zoning which is a prerequisite and he, himself was not inclined to go ahead with the hearing without the approval of Planning & Zoning. He was open to suggestions from the Council.

Mr. Bradley asked what it is specifically that P & Z needed to do prior to the Council's approval?

Mr. Killen: Under 824, anything to do with the community, whether

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it is improvements, buying, selling, leasing, abandoning, anything to do with municipal property has to be approved by the P & Z Commission.

Mr. Holmes: Since the Council is the body in power to dispose of Town assets, to act on them, I think that we should handle this first.

Mr. Killen: The normal procedure is for P & Z to handle this first because it has to fit in with their plan of development for the Town. They have nothing to do with whether they agree with the philosophy of the Boys Club or any other aspect, just the fact that it agrees with their plan of action.

Mr. Holmes: When was it learned that this was the proper procedure?

Mr. Killen: It has always been, it just was never brought to anyone's attention.

Mr. Holmes: Why is it on the agenda if you were not going to proceed with it?

Mr. Killen: As with everything else, I have to assume that the people doing these particular things go to a certain point. If something clicks in my mind, I bring it to their attention. This one I picked up on yesterday afternoon.

Mr. Zandri: It seems to be a very important issue and I'm wondering whether or not this should be a public hearing and a special meeting called on just this particular topic and if that is the wish of the Council perhaps a date and time can be set prior to getting into a lengthy discussion tonight.

Mr. Killen: There is not much difference between the way we conduct a meeting and a public hearing. The only difference with the public hearing is that it is a requirement to post a notice 5 days in advance, even that would most likely be waived in view of the fact that we are not required to hold a public hearing so we cannot be held in violation we are not required to uphold for a public hearing. If the Council so desires they can order such a notice be posted and then you hold the public hearing.

Mr. Zandri: The only advantage would be to get some publicity on this so that we can get more of the residents involved on this particular issue.

Mr. Parisi: I think that this subject has certainly had enough publicity and it certainly no secret in Town as to what has transpired in the past. As I recall, a while back a fund raising cocktail party was held which the majority of this Council attended and there was some excellent newspaper coverage then on what the hopes and desires of this organization was. It is not a required procedure for us to go to a public hearing so I don't think that we should alter our method of doing business at this point. If

this has to go before P & Z it will certainly get enough notoriety to allow any dissenters to step forward and contact their Council person.

Ms. Papale: I, as a Councilor, have been aware of this since it has been in the paper for over a year now. I have heard from people who are for and against this issue. The Town is certainly aware of what the people from the Club have in mind. Where does it come in that we need a public hearing? It seems that sometimes we have one and sometimes we don't, it must be written somewhere the policy for what the holding of a public hearing. I would like to know for the record for the next time, when is a public hearing supposed to be held and when doesn't it have to be?

Mr. Killen: I think that we know fairly well when a public hearing is required and when it is not. It is not required for this evening.

Ms. Papale stated that she felt that the rules are not always followed. At the last Town Council Meeting the property located at 88 S. Main Street was voted upon prior to Planning & Zoning approving it. She felt the Council should be consistent with its following procedures.

Mr. Killen: You hit it right on the head. The fact that it did not go before P & Z, you can bet that all these people in the audience had been aware of it. They definitely would have gone before P & Z. It slipped by them. The fact that we took action a couple of weeks ago, and no one brought it to anyone's attention, should have gone before P & Z, it was just one of those things that happened. When something is out of order it is up to anyone with the knowledge to bring it to someone's attention so it can be dealt with in proper order.

Ms. Papale: If we decided to discuss it tonight and vote on it this evening and then have it before P & Z in the next week or two, would we be doing anything against our Charter or Robert's Rules of Order?

Mr. Killen did not believe that it was a violation of the law per se, but felt that it was a violation of his personal code of ethics.

Mr. Solinsky agreed with Mr. Zandri that this issue has been brought up before and the public was almost promised that a public hearing would be held on it. Whether one is required or not is a different story. He personally felt that a public hearing should be held. He felt that more people would have attended this evening had they received more of a notice of the item (this is not to say that the public appearance for this item was few in number).

Mr. Holmes felt that public hearings are funny animals. The public hearing for the Budget draws less of a crowd than appeared this evening.

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Mr. Gouveia stated that he was ready to vote on the issue since he researched it thoroughly. He did say, however, if anyone comes forth during the public hearing with any input that he was unable to gather on his own, he would certainly entertain that input. He understood that the Boys & Girls Club was in dire need of time and perhaps the Council should go ahead. Some people were also promised that they would be given the opportunity to have enough time to research their complaints and bring them before the Council. In voting tonight, those people have that opportunity revoked. He stated that he is in favor of holding a public hearing.

Ms. Wall, Town Clerk asked Mr. Killen for direction on how to publish this item since it is out of the ordinary, not being an ordinance.

Mr. Killen stated that he will discuss this with Ms. Wall once the date and time have been set.

Mr. Gouveia reminded Mr. Killen that if the Council delays any action after January, it may deal a fatal blow to the Boys & Girls Club in their ability to deliver the project. He suggested asking Planning & Zoning to hold a special meeting on this issue to speed up the process.

Mr. Michael Small reiterated that time is critical to this issue. He stated that they were incorrectly under the impression that until they had some claim to the property in some form of a lease, it was inappropriate for them to go to P & Z officially. The architects did run the proposal by P & Z and it was reviewed. A full presentation was not going to be made until the Town Council gave their approval for this to go before P & Z.

Mr. Killen was upset over the fact that very little correspondence has taken place with the Council over this issue. If he had received copies of the correspondence that has been transpiring since past February that he was made aware of and has requested over the past few days, he would have brought to attention the fact that P & Z needed to approve it prior to appearing tonight.

Mr. Small: We did appear before the Council in the past asking that a committee be established to work hand in hand, full disclosure, Freedom of Information Act regarding the Boys & Girls Club Project. It was suggested at that time that we come back to the Council with a finished project. All of the legal barriers were overcome, the organization worked with the municipal government, with the administrative staff of the Mayor's Office, etc., and now that we appear before the Council feeling that we have done everything in the manner the Council lead us to believe we should, we don't seem to be getting any clear guidelines and rules as to how we are supposed to go through this procedure. It seems to adapt and change.

Mr. Killen: All I know about the rules is that this is the body that can give you or turn you down from what you are seeking this

evening. There have been a series of letters and meetings of which the Council has not been privy to. I had to have work dug out for me to know what was going on. When co-conspirators get together to do something, all the conspirators should be made aware of what they are trying to do. We are being asked to take part in something without, you people want to violate the law by signing this particular lease which will aggregate a piece of legal material in effect now. No one asked us first if we want to go that far.

Mr. Small: We thought we were doing everything that we were supposed to do. We did everything 100% above board.

Mayor Dickinson: It is a complicated series of legal documents that have to be approved. The Attorney General had a role in this process. There were a couple of meetings to work out language which you see before you in the lease document and the deed, reflecting the position taken by the Town on this. It was not until December that the language was worked out. The Attorney General reviewed it and approved it as indicating that, from their position, its protecting the public interest, they did not see a jeopardization of the public interest in the park. That just occurred not long ago this month. Unfortunately, it left no time to go before P & Z. Due to the time constraints on the bonding with the State there is a very shortened time frame due to a couple of factors, 1) Attorney General approval, and 2) the Bonding Commission Schedule at the State. I am not aware of great volumes of correspondence on this issue. I do know that there were a couple of meetings dealing with the language issues that you see before you in finished documents which is the responsibility of the administrative departments to work those things out.

Mr. Killen: The letter went to the Attorney General asking how it could be done and it referred to powers that belonged to this particular group. No questioned, "Is this particular group interested in going this particular route?", it would have been nice to know that this Council would have said to wait a minute and not to waste your time on the Attorney General's Office we don't wish to go that route and that is our prerogative.

Mayor Dickinson: I believe at a previous meeting the Council indicated that there was interest in going ahead which is why we proceeded with the Attorney General and the meetings.

Mr. Killen: I did not have that indication in the form that I have it now. Because of my stand on the Vietnam War Memorial, I don't believe in advocating leases at the whim of someone.

Ms. Papale: Before we decide we should see if the votes are here for a public hearing or not.

Mrs. Duryea made a motion that a Public Hearing be held on Agenda Items #7, 8 & 9 on a Date to be Set and Publicized after Planning & Zoning Meets on this Issue, seconded by Mr. Solinsky.

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Mr. Gouveia made an amendment to the motion that the Public Hearing be held on Tuesday, December 18, 1990 at the latest. Ms. Papale seconded the motion.

Ms. Wall: You have to understand that this needs to be published 5 days prior to the meeting, not counting the date of the meeting, 3 days are needed to get it into the paper (the information she shared was referencing the publishing of a public hearing of an ordinance, there was no information pertaining to a public hearing for any issue other than an ordinance).

Mr. Killen: If we don't have to hold a public hearing, we can't be in violation if we warn the public 1 day or 100 days in advance because we will not be in violation of the law requiring a public hearing. If time is of the essence, something will have to give. It is not our fault that it has come to this particular point.

Mayor Dickinson suggested that rather than get caught up in the legalities of a public hearing, what really should be done is that the Council hold a special meeting. This type of meeting will cover the issue rather than trying to determine whether all of the legalities are met for holding a public hearing.

Mr. Ronald Gregory supported the motion for holding a public hearing. He stated that the adoption of a lease will negate a deed restriction which has been in existence in this Town since 1947. He felt that this was a legal tactic to get around the problem of the Town not being able to legally lease this land directly to the Boys & Girls Club. If this was a private trust it would be against the law to take such action. It would jeopardize carrying out the purposes of the trust. Some states, such as California, unless a restriction in a deed is impossible, impracticable or illegal to comply with, it would be illegal for any government official to take action to violate that deed. People don't know that in the letter addressed to Mayor Dickinson dated July 2, 1990 from the Attorney General's Office, it says that "you should understand that we offer no opinion on whether a resident of your Town would have standing to initiate litigation with regard to the above". The Attorney General is only authorized to give formal opinions to State officials and State agencies, this was not a formal opinion. He went on to say that he spoke with David Ormstead, the Assistant Attorney General with whom the Mayor has been working with, who is most familiar with this case. He also spoke with Deputy Attorney General Bernard McGovern this morning. He asked that the record show that both individuals have indicated that the opinion of their office, with respect to certain legalities in this case, do not represent approval of the policy involved here. That is, the raid on public lands by the negation of a restriction in a deed by conspiracy of local officials. They also affirmed that the local Town would obviously have to follow all requirements as if they were selling the property. If that means going to Planning & Zoning, Mr. Killen is correct. He believed that the action being contemplated this evening violates the public trust, is a willful violation of the

public trust, and he has requested that the Attorney General support legislation that would make this kind of action illegal. It is clearly illegal in other states because it is against public policy. In Wallingford, people seem to think that they can get together and conspire to give away public land. Please leave it to all of the people of Wallingford. He told those individuals present that if they wanted a Boys & Girls Club, find another spot, not Town property. He felt that was the answer, not secret lobbying, fake study committees, and not a Council agenda that looks like Masonic Home is giving the Town something when, in effect, the Council is giving away Community Lake tonight, or intended to do so. He felt that the merits of the transfer deserve a public hearing.

Mr. Parisi requested that Mr. Ormstead's written opinion be solicited.

Judy Singer spoke on behalf of the Wallingford Conservation Commission. She pointed out that, as a public body, they were not advised or appraised of the plans. Apparently the issue, ultimately, would revolve around the potential usage of a parcel of land immediately adjacent to Community Lake. She stated that this particular area is listed and publicized in at least 5 extremely significant categories, officially by the Town of Wallingford. It is the number 1 chief wetland body of the entire Town. It is also a long established and well used park and recreation system; a significant open space area as well as a major floodway. There are many natural resource issues that have to be considered. She urged extreme restraint on the part of the Council and also pointed out that more time is needed by both the public at large as well as the Wallingford Conservation Commission. She stated that this issue was brought to the Commission's attention only fairly recently and was sorry that they were not able to discuss this with the Boys & Girls Club earlier. It seems as though it has been discussed in some inner circle and did not include all the agencies of the Town that share an interest.

Wayne McDermott, 22 Cooper Ave., felt that the public should have input on the leases and the deed that the Council will be agreeing to. He was in support of the public hearing.

Ms. Papale stated that she felt it was not necessary to hold a public hearing since it could have been discussed this evening. She pointed out that Mr. Killen allows everyone to speak on any issue for as long as they wish to and, therefore, a public hearing would not need to be scheduled, it could have been discussed here this evening.

Mr. Gouveia withdrew his amendment, Ms. Papale withdrew her second.

VOTE: Holmes, Papale & Parisi, no; all others, aye; motion duly carried.

Mr. Killen thanked all those individuals who attended the meeting this evening for this issue and apologized for not coming to a final decision but promised to let the public know, through advertisements in the newspaper, when the meeting will be scheduled

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to address this issue after it has passed through the Planning & Zoning Commission.

ITEM #6 Public Hearing on an Ordinance Appropriating \$370,000 for the Purchase of the Property Known as 88 South Main Street and Authorizing the Issue of \$370,000 Bonds of the Town to Meet Said Appropriation and Pending the Issue Thereof the Making of Temporary Borrowings for Such Purpose - 7:45 P.M.

Mr. Bradley read Section I into the record. He made a motion to Dispense with the Full Reading of the Ordinance, seconded by Mr. Holmes.

VOTE: All ayes; motion duly carried.

Mr. Bradley amended the motion to Append the Full Ordinance to the Town Council Minutes, seconded by Mrs. Duryea.

Mr. David Gessert felt that the price was ludicrous in today's real estate market. There are many more parcels of land for sale in Town, very few that were as small, most much larger with homes on them for sale at a price lower than the Town would pay for 88 S. Main Street. He felt that there were hidden costs to buying the property and that the Town should look for other solutions if it is considering purchasing the property to solve parking problems. He suggested that the employees taking Town owned vehicles home should pick up other Town employees on the way in, a car pool of a sort, to alleviate some of the parking problem at Town Hall. He was opposed to the purchase of 88 S. Main Street. If the Council was willing to wait it could probably come up with much better deals than the one before them this evening and save the taxpayers some money on top of it all.

Norman Fishbein, 104 S. Main Street: It is very unpleasant to live next door to a junk heap for all these years yet, on the other hand, I do not want to have a parking lot next door either. I will have to live with that for the remainder of time I intend to live in that house. What is the purpose of purchasing this lot at this time? There have been rumors and stories of a building being put there and that the Board of Education Offices will be moving there. I thought they were going to Sheehan High School? If the Town buys it and puts a building there, what will the purpose of that be? What type of municipal offices have to go in there? What is the total cost of this project? What is the rush to deal with this particular property at this particular time if the Legion is still available? With respect to the use of the property, I have spoken with the Town Planner and she and I look at the regulations in a similar fashion. It cannot be used for parking without a building. As I understand it, because of the Zoning regulations the Town has to use the plan that was approved for a previous group which is a rather substantial building. There are so many questions out there and I am very concerned with this since it is happening next door to me and it is not the appropriate time to make this move.

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Edward Musso, 56 Dibble Edge Road: I don't approve of spending the \$370,000 for this property, it is not necessary. Use the parking lot at the corner of West Street and South Street and have a shuttle bus bring the employees to the Town Hall. Where is all this money coming from? Everyone is leaving Town, manufacturers and companies, we are giving money away like candy canes at Christmas time.

Mr. Peter Hale, 1238 Scard Road did not understand how the Town could seriously consider bonding the Town for an additional \$370,000 on top of what it is facing by supporting the utility study, and some other programs still in the closet, on top of \$400,000 which is considering being spent for manicuring the so-called Town Green from here to Center Street. What will be the cost in addition to the \$370,000 of the parking improvement itself?, he wanted to know. He listed paving, marking, signal lights, etc. as hidden costs. He reminded the Council that the Town has the power of condemnation which is a pretty strong club to swing in trying to work out some kind of a deal.

Ray Rys, 96 Pierson Drive: I would like to go on record as opposing this \$370,000 bonding. It appears as though the Town has enough buildings right now that we do not need to buy a piece of property, place another building on it and, at the cost of the taxpayers, maintain another building. I wonder if we will even gain additional parking spaces too?

Ron Gregory, 59 Hill Ave.: I agree with Mr. Hale, Mr. Gessert, Mr. Musso, Mr. Rys and Mr. Fishbein, I can't believe I am saying this. I do think that we have a parking problem, I am not sure the purchase is the answer. If I was convinced that it was the only answer, then I would say, go for it. \$370,000 seems like an awful lot of money for that property. It would have to be a last resort.

Mr. Philip Wright, 160 Cedar Street: I'm not in favor of spending \$370,000 to buy the property across the street and adding to that an additional \$700,000 to build a building, but I am sure not in favor of serving on a Planning & Zoning Commission for as long as I have, we do have a requirement for parking and I believe this Council and prior Councils, the Mayor and everyone involved has been delinquent for too long in coming into compliance with P & Z regulations. If you don't like to have it, change the ordinance, do something about it. It is disgraceful for the Town to be involved with this thing for as long as they have been.

Mr. Bradley: I am the one that pushed this back in May and June to get the parking issue resolved, and we did go through several meetings urging people to come forward with their thoughts, ideas and suggestions. This was one among approximately 6 others. Phil, I'm glad you came forward because in researching this it goes back as far as 1987-88. Your comments stand out and your concerns as far as approving this building as a Town Hall, knowing that it was in violation of P & Z standards when it came to parking. On the other hand, Mr. Wright serves on the Board. We have a double standard, everyone else has to comply but the Town Hall, we are in violation. This particular proposal concerns me from the point

that an additional building has to be built at an additional cost to the taxpayer, let alone the \$370,000 price for the land itself. Yes, you are hearing a lot of us talking about saving taxpayer's dollars, and that is really the concern I have. There are other options, someone did mention the legion, it has been discussed a great deal, nothing has come forward. Somewhere along the way the Town has to look at resolving the violation that it is currently in. As such, because of some of the stipulations that Planning & Zoning is placing on us as far as putting a building up, I could not support spending this money with the way the economy is right now.

Mr. Zandri: It is unfortunate that the previous administration has left us with this problem that has to be solved. I have asked many times at the meetings when we discuss this issue if anyone has any ideas on this and no one seems to be coming up with any ideas to solve the problem. Even with the Legion, the amount of parking spaces we can possibly get out of the parcel of land still does not bring this building into compliance with the parking. You will only gain 20 parking spaces. This particular project across the street will net an additional 48 parking places for the Town Hall in addition to what is needed for the building that will have to be constructed there. The total estimated cost for those 48 parking places and the cost of the whole project is approximately \$750,000. That is the land, the building and a parking facility. I look at it as the building being constructed is a bonus. It is costing us that amount of money for that amount of spaces and the building is a plus. If the Town cannot utilize the building for its own needs, we can put the facility up for lease. It will definitely solve the problem here and I think that we should go forward with it.

Ms. Papale: I think that the house on the property is part of the deal. Will the present owner be responsible for getting that building off of the property if the Town decides to buy it?

Atty. Ed Loughlin, 150 S. Main Street: As the Council well knows that there was some discussion for a long period of time that indeed a contract has been prepared. The contract speaks for itself. I am not aware that it is my client's obligation to raze the present structure. I don't recollect that being part of the contract.

Mayor Dickinson: The Town Attorney indicates that it is not the responsibility of the present owner to do so. I don't think that the record should be left to reflect what Mr. Zandri said regarding the fact that the Legion will not bring us into compliance with the parking requirements. The American Legion would bring us into compliance with the other changes that we have made. There would be no reason for us to be interested in purchasing that property if it would not bring us into compliance.

Mr. Zandri: Mayor, how does that bring us into compliance if we are only gaining 20 spaces for parking over there?

Mayor Dickinson: It is a combination of the spaces over there plus the changes we have made out there. We have added another 8 spaces

and then with that property, I believe that a couple more have been added with the re-aligning of the rear. We end up with 120 spaces which is exactly what we need to comply.

Mrs. Duryea: We have been in Zoning violation for a very long time and it has been taken very lightly. I believe P & Z just voted on destroying construction that was done illegally. We have been sitting here in violation, asking for other alternatives, yes, it is a lot of money to spend, but no one else is allowed to be in violation the way the Town has been for the past 3 years. As much as I don't like at this time to spend the money, we don't have any other solutions that have been brought to us that are reasonable. We have been asking for requests for a very long time and this is the only one that has been reasonable. Yes, we have the Legion next door but they have not given us any answers and they may not ever do so. I have been in contact with them to no avail. At this time I will vote for the property.

Sal Falconieri, 281 Grieb Road: I am the Secretary to the Board of Trustees and we have received 2 proposals from the Town of Wallingford, Mayor Dickinson. These proposals are being taken under consideration by the Legion. We will have a meeting in January and make our recommendations to the membership. The membership will have 30 days or 60 days to decide which brings you into February or March. If you want anymore information from the Legion, please contact the Board of Trustees. You will not get an answer as to sell, lease, rent, etc., until at least March.

Mrs. Duryea: That is the problem, the length of time.

Mr. Falconieri: That is your problem when you moved into this building and broke the law. We have a Board of Trustees now that is a little more intelligent than you thought we are.

Mrs. Duryea: If you have had some bad negotiations over the past few months it has not come from this Council. I wish you would put the blame where it belongs.

Mr. Falconieri: Who are we dealing with? The Town, the Mayor?

Mr. Killen: Last time we dealt with the Legion we were promised an answer in short time, that was quite a few months ago.

Mr. Falconieri: We did not receive the proposal for 2 months after that meeting.

Mr. Killen: We made a proposal that afternoon and you were going to go back and discuss it, you were going to hold a meeting immediately and you had a meeting that was posted in the paper, I never saw what the results of it were and now it is ongoing and ongoing. There has been no bad faith on the part of the Town of Wallingford and I am not claiming bad faith on the part of the Legion, but they are in no hurry. If they do not wish to hurry, I can't blame them, that is their right to do so. Don't come back and put it in our park here

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that we are not trying to deal with you in good faith. You are dealing with the entire Town of Wallingford.

Mr. Falconieri: We need to deal with 1 or 2 individuals.

Mr. Killen: We were there.

Mr. Falconieri: We received 2 proposals, we brought them to our membership, our membership told us to come back with more proposals. That is where we stand now.

Mr. Killen: You just gave me information that I was not aware of.

Mr. Falconieri: I don't know who the Mayor is contacting, he is not contacting the Board of Trustees. It will be turned over to the membership for a vote in February or March, that is when you will know.

Mr. Norman Fishbein: I would like to understand how the total cost of this project will be \$700,000. I cannot believe that if you extract \$370,000 to buy the land that you will be able to put up a building of the scope of the previously proposed size for a price of \$370,000 which was stated by Mr. Zandri.

Mr. Zandri: The scope of the previously approved project would not totally be put in on this particular project. The only thing that will be constructed is the building that is close to Main Street. The size of that building was reduced from 6,000 sq. ft. to 4,000 sq. ft. The cost was projected at \$80.00 sq. ft. equalling \$320,000.

Mr. Fishbein: Does that include the marking, the paving, draining, etc.?

Mr. Zandri: Yes.

Mr. Fishbein: It was mentioned that if the Town were not going to use it the property would be leased. I would contest that as being a combination of public and private parking on one piece of property. I don't think that you can do that under the regulations. It is simply my opinion but I think that you are combining two different uses and will not conform, in my opinion, into the regulations that parking must be on the same property or abutting to the use for which it is intended.

Mr. Hale: What is another month or two to wait for the Legion after all this time has passed in violation?

Mr. Musso: We have gone along for 3 years in violation. we can go along for another 300 years if it is necessary. We don't have to do something right away, there is no one lighting a fire under you.

Mrs. Duryea: Do you feel that if a proper building was placed on the property with a barrier along the side, whether it be large evergreens or what ever, it might be a little more tolerable than

what is there now Mr. Fishbein?

Mr. Fishbein: For the record, when Mr. Bolyan came in and got his approval from Planning & Zoning, I did not oppose it, I had some concerns about the way that it would be dealt with and that we would be afforded a certain amount of privacy and aesthetic appearance. We do have concerns, but certainly an appropriate building there is far better than what exists as this point. We have talked with the Town Attorney as well as the Town Engineer to try to work out something that would make the traffic situation a little less onerous to us. In principle, there are things that could be talked about in answer to your question.

Mr. Killen: Thank you, Mr Fishbein for your attitude. It helps quite a bit. It is number one in my book to try to work something out for the neighbors as far as traffic. We do have rules and regulations which state that we are supposed to have "X" number of parking spaces. We have been here 2 1/2 years or more and in violation the entire time. We can wait and wait, but I don't believe in the double-tiered concept of employees in this building going out to the public telling them they must comply with certain regulations yet, we fail to do so ourselves. Time is of the essence, we must keep moving along. There is a market out there for real estate. We have had other offers thrown at us but by the time you finish demolition, the cost of it is prohibitive. This Council has gone over this issue forward and backward. This seems to be the number one solution. If we are wrong, we have been wrong before. We are not wrong because we haven't explored every avenue, we have listened this evening. In actuality, we have not learned anything more except your feelings of which most have been economical. I can understand that very well. The facts of the economics will not change the fact that we are in violation and we must do something. It is our problem and we need to do something about it. We are working on your behalf and doing the best we can. The two logical avenues right now are the Legion and 88 S. Main St. The Legion is not moving right now so we are trying the one across the street.

Mr. Musso did not agree with Mr. Killen. He suggested waiting for the Legion since the Town has been in violation this long.

Mr. Gessert stated that no one property owner on Main Street is getting \$370,000 for 3/4 acre of land. He was opposed to paying top dollar for the land in a recession.

Mrs. Johanna Fishbein, 412 East Main St.: There has been much discussion this evening, is it a matter of life and death between now and March? Just as you did not want to be rushed with the Boys & Girls Club because you didn't really know just what you wanted to do about it at this point you should wait for the Legion. It is not a matter of life and death. Consideration should be given to that very thought.

Mr. Killen: We have no guarantee that by March we will have an

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offer from the Legion. Nor do we know that this property at 88 S. Main Street will still be available if the Legion turns us down. We do not have alternatives.

Atty. Ed Loughlin: I would like to reassure people that this so-called parking problem has been exhaustively reviewed for I don't know how long and there certainly has been a spirit of good faith negotiations between the Town and Mr. Boylan. If, in fact, we are talking about good faith, Mr. Boylan has been patient, not that he should be rewarded for it, but this agreement has been reached after full consideration of every factor that should be reasonably considered. I can't promise the property will or will not be sold three months from now but it should be noted that this is not the first time this matter has come up. It is so easy to be against everything. The predominance of comments is usually against whatever is proposed at a public hearing. If you do nothing you will never make a mistake. I can attest to the fact that this has been a long standing problem in consideration, the values of the property have been confirmed and the matter has been exhaustively reviewed and I urge the Council to take action one way or another this evening.

Ron Gregory, 59 Hill Ave.: Isn't there any way that someone on the Council or from the Town can sit down with the Legion and in good faith try to get at least some feeling or answer from them before March?

Mr. Falconieri explained that due to internal procedure requirements of the Legion, they are not able to give the Town an answer prior to March.

Mr. Gregory extended his sympathy to the Council on this issue. He felt that \$370,000 seemed too much for the property.

Mr. Killen reminded Mr. Gregory that the Town would not be getting the Legion space for \$1.00. It will cost over \$300,000 and then we will only have partial space and they will have the use of it for 20+ years.

Mr. Gregory asked if there are any other properties in the area to be considered? Have all other options been exhausted?

Mr. Killen: We have had offers for two other areas, one would never come close, the building would have to be demolished and two, 50 S. Main St., in checking with the Town Planner's Office the building itself needs every parking space that it has over there. The other alternative was to demolish the building at quite a cost.

Mayor Dickinson: We are in the midst of an appraisal on another site that would necessitate a change in regulations as far as distance from the Town Hall. I wouldn't not want to have that mentioned as something that is being looked into.

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Mr. Gouveia: The bottom line is that it is going to cost either way. The Legion is going to cost \$325,000 for 20 spaces which equals \$16,250 per space not counting any additional site improvement costs. There will be site improvements required. When you compare that to the property at 88 S. Main Street, the net gain is 48 parking spaces. That equals \$15,000 per parking space, and as a bonus you will have a building. When looking at it, 88 S. Main Street seems to be the cheapest one. We have contemplated other pieces of property, right next to the Post Office. The cost was prohibitive. There was no other property any cheaper than this one.

Mr. Holmes: There is a cost difference of approximately \$400,000 between the Legion and 88 S. Main St. I feel it is worth waiting until March to possibly realize this savings if the Legion comes through. If at that point negotiations with the Legion falls through, if 88 S. Main St. is still available, then we should buy it. I am willing to wait.

Mr. Gouveia: Across the street you will gain 48 spaces as opposed to 20 at the Legion. In addition, we talk about the parking needs of the Town Hall. The 20 spaces at the Legion will barely meet today's needs, what about future needs 10 years from now? Keep in mind that approximately 1 year ago the Council approved paying \$20,000 for the same piece of property. Today is \$370,000.

Mr. Holmes: I did not support the \$520,000 nor do I support the \$370,000, but if you bond the \$370,000 you will pay double for the property. I think that it is worth waiting 90 days to see if we can come up with a savings to the taxpayers. I don't think that the taxpayers care whether a parking space cost \$500 or \$1,000. That is my opinion and I respect your opinion.

Mr. Killen: Everyone is losing site of one thing, if this particular piece of property across the street were not available, we might be debating tonight if the Legion acquiesce to purchasing their property. Again, we are talking about \$325,000+ and the same economic times. If people are worried about the economy they might still raise the same concerns with purchasing the Legion property. We are the ones that are in violation of our own rules and regulations. How much longer do we have decide those rules and regulations are worth something. If we are going to start putting dollar figures on them then there is something wrong with the way we operate.

Mr. Solinsky: Even if this were to be approved, what is the earliest date that it could be used for parking? It will not be instantaneously. Another 3 months is not a long time to wait. I thought the Legion property was out but now I here it is still a possibility.

Mr. Killen: The Legion spaces do not become instantaneously available either.

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Mr. Solinsky: With 88 S. Main St. you are looking at about 2 years before the property will be available. You need to go to bonding for the building, etc.

Mr. Killen: No way.

Mr. Solinsky: What gets down at budget or less? People get ideas and the dollars grow higher. We cannot control that once the property is bought.

Mr. Killen: We have already looked at a proposed building that will go on that spot because it has to match certain aspects or we could not go forward with it. We all have an idea of what the building would be like and worth. I am not here to debate anyone's right to vote against it if they so desire.

Mr. Solinsky: As far as being in violation, don't we get extensions Mayor?

Mayor Dickinson: Yes, there have been extensions and I have indicated in the past that, in the near future, I am not in support of putting a building up. I can't say that the purchase of the property is an incorrect investment, but for the short range of plans I cannot support putting up a building. I think that we should have a real plan as to who is going to use the building and exactly how it is needed. I don't like putting up a building to obtain parking. There is another site that is being appraised that could very well solve all the parking needs. That is aside from the Legion issue. I reiterate that I cannot see a building going up in the future as long as everyone is aware that is the framework within this as being accomplished. There is an awful lot of planning that would have to be completed before a building could be initiated.

Mr. Killen: I feel that you are being unfair to this particular Council. We have a problem that we are wrestling with and I, as well as others, have suggested that the employees cooperate by parking elsewhere and so forth. I cannot even get an answer from your office as to how many employees we have driving here on a daily basis. It is easy to refer to the dollars spent and say that you cannot go along with this, I can't go along with this and I own property in Town of which I pay taxes on and I am in no hurry to put up a building over there. But for some strange reason I take my duties seriously.

Mayor Dickinson: Are you saying that I don't take my duties seriously?

Mr. Killen: I am getting that impression because you are saying that you are pushing every way that you can to expedite this particular thing, I don't see it that way.

Mayor Dickinson: It was approximately 1 1/2 years ago that it was suggested that we lease spaces and immediately comply. That was not proved and we have been fussing around with this one way

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or another ever since. I think that the Legion property is very valuable to this property. I do not support the construction of a building and I have been very direct and up front about that from the beginning. It is being represented as if 88 S. Main St. is an immediate plan that a building go up and I feel that I have to indicate as I have on every other occasion that, at this time, I am not supportive of putting up a building.

Mr. Killen: Do you think that we want to put up a building simply because everyone here thinks that a building would look good on that particular spot. The same regulations that order us to have more parking available here also states that we have to have some sort of a building over there.

Mayor Dickinson: What may solve all of this is the site that is being appraised. I would hate to see that lost because we lose a willingness to go with that option over this issue. I don't think this is an incorrect purchase, I think it is an investment to the Town, I can't say what it may be useful for 5 - 10 years from now. I know the money issue is an important one, however, I think that it is also the case that when times are slow is often the time to make purchases. With all of that said we are right back to square 1.

Mr. Parisi: I think that Mrs. Fishbein put it very well. It is not a matter of life and death. A three month wait for the Legion or the other piece of property that is being appraised just may produce a very viable alternative. I understand your position, Mr. Chairman, but taking the length of time that we have been in violation and looking at only an additional 3 months, for the good of the Town I don't believe waiting is being unreasonable.

Mr. Killen: Fair enough.

Mrs. Duryea: I have a big problem with you proposing this tonight at this meeting at this time. I think that it would have been nice if we had been contacted before this so that we could have discussed it. There have been other options that you, yourself, have gone after that you have not told us about that I found out about through the grapevine which was purchasing 3 houses on Prince Street and demolishing them and putting up a parking lot.

Mayor Dickinson: That has been no proposal of mine. It was not from my office I can assure you.

Mrs. Duryea: That was what was told to me. Why are you bringing this up tonight?

Mayor Dickinson: What is "this"?

Mrs. Duryea: Your new proposal of a new site?

Mayor Dickinson: You are all aware of it, it is not a new site. The appraisal was approved. it was discussed at a previous time. you

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are all aware of the site. It is nothing new I can assure you. Everyone on the Council knows that it has been discussed at a previous meeting. I am just reiterating that the option is still there and we have not received the appraisal yet.

Mrs. Duryea: There is a distance problem isn't there?

Mayor Dickinson: Yes, but the site would solve a number of municipal parking issues for other departments. I would hate to, over this issue, lose the ability to purchase that site because I think that it is more valuable for parking purposes. What you are mentioning with regards to Prince Street, I don't know who you heard that from but I have had no direct contact with anyone regarding a purchase of anything on Prince Street. There has been no letter or contact from my office whatsoever.

Mr. Bradley moved the prior question, Mr. Holmes seconded it.

VOTE: Bradley, Holmes, Parisi & Solinsky, no; all others, aye; motion duly carried.

PUBLIC QUESTION & ANSWER PERIOD

Mr. Edward Musso, 56 Dibble Edge Road: No one mentioned the Wooding parking lot that you could have gotten there. It is funny how everyone can forget what they discussed. What did Wooding want for leasing their parking spaces?

ITEM #2 Confirm Reappointment of William Lyons III to the Personnel and Pensions Appeal Board Requested by the Mayor's Office.

Mr. Bradley read the accompanying correspondence from the Mayor into the record.

VOTE: Duryea, Holmes & Parisi were absent; all others, aye; motion duly carried.

ITEM #3 Approve the Waiver of the Bidding Process and R.F.P. to Award a Contract to a Firm Recommended by the Finance Committee for the Study of the Electric Division as Requested by the Finance Committee.

Mr. Bradley made the motion, Ms. Papale seconded it.

Mr. Bradley read correspondence into the record from himself as Chairman of the Finance Committee in reference to a formal recommendation for a consultant to perform the Electric Division Study.

He proceeded to provide background on what exactly has transpired with the Finance Committee during the entire process of selecting a consultant to recommend to the Council.

Ms. Papale brought to the Council's attention the fact that the

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there was a problem with the Water Division when they recently appeared before the Council with an R.F.P. for Sludge Removal. They solicited proposals prior to the Council approving the action. She asked if the Finance Committee did the same thing that the Water Division had done?

Mr. Bradley stated no. He asked that he be allowed to continue with the historical background on the entire process which would explain why it is not a similar case.

Mr. Bradley began his formal presentation to the Council. He outlined the process which began with a formal request by Mr. Zandri at the July 12, 1990 Town Council Meeting to have the Finance Committee perform a study of the Town of Wallingford Electric Division. That study included the following:

- to perform a study of our electric rates and how our future rates should be set
- to study the service we are receiving and the efficiency of the Electric Division's overall operation
- what amount of money does this division need in reserve to run its operation?
- in looking at the Electric Division as a business, what should we expect to receive from this operation in revenues to the Town on a yearly basis and what type of an escalator should be applied to this yearly rate?

After discussion by the Council, Mr. Zandri amended his motion to have the Finance Committee oversee the cost of hiring an outside consultant to perform the Electric Division study and report back to the Council at the last regular meeting of the Town Council in August of 1990. The motion duly carried.

On July 18, 1990 the first meeting of the Finance Committee was held to begin the process of hiring a consultant to perform the study.

An R.F.P. was developed, companies were selected from a Directory of Consultants as compiled by the National Association of Regulatory Utility Commissioners to solicit proposals from and the Finance Committee then handed the information over to the Purchasing Agent for his review and subsequent mailing to the respective individuals on the consultant list.

Eight proposals were received, one was rejected due to the fact that it was received after the cut-off date. The committee developed and agreed upon criteria to be used to ascertain the top three candidates to interview for the study. A grading system was used to rate the candidates.

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Ms. Papale was in favor of the study and felt it was in everyone's best interest and hoped that it would help to better understand the Division and its operations. She wanted to see the difference between how this R.F.P. was handled as opposed to the Water Division.

Mr. Gouveia, who is a member of the Finance Committee, explained that the committee did work through the Purchasing Agent which was totally different than what the Water Division had done. The division came up with a few names, requested three price quotes over the phone and then the day before they were due to come before the Council they received one letter that was faxed to them approximately 2 months after the other quotes had been received. The Council's problem with that was that the market was being compared at two different dates in time.

Ms. Papale was not insinuating that the Finance Committee had done anything wrong, she just wanted an explanation of how the process had worked differently between the Water Division and the Finance Committee. She was confused as to how the committee could solicit R.F.P.s without getting a waiver of the bidding process?

Mr. Killen explained that an error had occurred and if the motion carries this evening then it will correct the situation.

Mr. Zandri felt, as well as the Finance Committee members, that when he amended the motion for the committee to oversee the cost of hiring a consultant to perform a study of the Electric Division it was understood that the committee would go out to solicit quotes for the study. Upon an affirmative vote, the committee felt it had the Council's approval to seek R.F.P.s.

Mr. Killen pointed out that there was no formal motion to waive the bidding process.

At this time Mr. Bradley explained to the Council how the committee arrived at its decision to recommend Camp Dresser & McKee as the consultant who would perform the study of the Electric Division should the Council approve the funds.

Mr. Bradley: On November 26, 1990 the Finance Committee met to evaluate the outcome of the three interviews and to make a recommendation to the Town Council. After discussion a consensus was reached by the committee to recommend Camp Dresser & McKee to the Council. While all three candidates have excellent qualifications and their price instructions are somewhat similar, CDM (Camp Dresser & McKee) stood out from the others for the following reasons:

- excellent understanding of the scope of study
- performed a review of the Town's and the Electric Division's financial statements prior to preparing their technical proposal
- presented a descriptive technical proposal that related directly to the 5 primary objectives outlined by the committee
- presented a detailed cost proposal and a menu of options from which the committee could select different tasks
- was the only company to present a formal presentation to the committee during the interview process
- geographic location was a plus from a standpoint on travel and relative location of the Town of Wallingford

In conclusion, the Committee had spent many ours at meetings, reviewing and grading proposals and preparing a final proposal of recommendation to this Council. The Committee thanked Mr. Dunlevy, Purchasing Agent and Mr. Myers, Comptroller, for their input on the development of the R.F.P. The Committee also extended its thanks to the Town Council Secretary, Kathryn F. Milano for her extra effort in preparing the final report for the Council. The Committee recognized the fact that the Town of Wallingford Electric Division is a valuable asset to the taxpayers of the Town of Wallingford and as such, the Town should expect a reasonable profit from its utility.

One objective of the study is to determine just that, while maintaining the integrity of the utility. Knowingly, \$45,000 is a large sum of money to be spent in recessionary times, but Mr. Bradley was optimistic the study will show additional revenue sources are available for the Town. With additional revenue sources in hand, we will be able to alleviate some of the tax burden the Town may be under in the coming fiscal year.

Mr. Bradley turned the presentation over to the other Finance Committee members for additional input. He also noted that Mr. Dave Russell, Principal Management Consultant with Camp Dresser and McKee was present this evening to answer any questions the Council may have.

Mr. Parisi explained that he was ill during the greater part of deliberations by the committee, however, he did receive tapes of the meetings to listen to and he felt that the committee had worked very diligently and was fair in reaching their conclusion. He felt that CDM was head and shoulders above all the applicants.

Mr. Gouveia gave a brief description of how the grading system worked. Criteria was established from the objectives outlined and each of the committee members graded the applicants at home, individually. At the next meeting, those committee members present compared and compiled their grades to determine the three top candidates for interviewing. All of the interviews were carefully and thoroughly reviewed by the committee. Camp Dresser & McKee rated highest with the most thorough, professional presentation.

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Mayor Dickinson asked that the record reflect that Mr. Ray Smith is out of State on Electric Division business and had arranged for Mr. Robert Beaumont to attend the meeting in his place. Unfortunately, Mr. Beaumont called prior to the meeting to announce he is ill and unable to attend. The Division, in general, projected interest and support for the study. One question raised was whether the firm would be interviewing employees of the Electric Division and P.U.C. members, etc., as part of the study? How will the study be conducted?

Mr. Dave Russell of Camp Dresser & McKee: Initially, we will sit down with the Finance Committee and lay out the plans as to how we will go about doing the study. We have our own procedures and methods, but we want to talk with the committee directly and make sure that what we would like to do is what they envision as being the proper method. Certainly, we would recommend interviews with employees of the utility, the utility commission, and others who have jurisdiction (i.e., F.E.R.C.). That would be the primary source of information, interviews and the reviewing of all data and reports currently available.

Mayor Dickinson: What would be the availability date of a written report?

Mr. Russell: The ultimate deliverable would be a detailed, comprehensive report that would describe our methodology, approach, how we went about the study, precisely what we found and detailed recommendations that we do make. We estimate that the entire process will take along the order of 3-4 months. I have prepared a milestone schedule which I gave to Mr. Bradley this evening which describes, in detail, progress reports, when they will be made, and when we will meet with the committee and the full Council once a final draft is prepared.

Mayor Dickinson: Has your firm performed a study for other public utilities in this manner?

Mr. Russell: Yes. We have performed many, both on the electric side, gas utilities, and also water and waste water utilities.

Mr. Holmes: If, upon the completion of Phase I, is there any need to go forward with any of the other phases of the project at this time?

Mr. Bradley explained that Phase I does cover all the tasks outlined by the Finance Committee except for one. That being the operations study. It adds an additional \$30,000 to the overall price. It was considered but the committee felt that the overall efficiency of the division is very good and that phase of the study was not necessary.

Mr. Russell: It was our recommendation after extensive thought that the Town would best be served by going ahead with the other four parts of the project. Just because of the nature of the

Work involved, we would get a very good understanding of the operation of the utility and where there might be specific problem areas or areas that stand out and could result in significant savings. We would highlight those areas in our report. At the end of the report we would, if the Council wanted to go further, focus on those specific issues and give you a second proposal which I would expect to be significantly less than the \$30,000 as a broad brush analysis.

Mr. Holmes: It seems the arguments that have been made over the years as to how much money should the Town get from its utilities, one of the driving forces behind the revenue received is what goes into the rates. That was under Phase III, that will not be tackled under your proposal?

Mr. Russell: It was our recommendation that all but the operating portion of the study would be covered in Phase I. The additional phases go considerably beyond what the Town really needs at this point. Phase II would be a full cost of service allocation study, it may be something you may want down the road, I think that perhaps it would be more appropriate for the division to contract for those services directly if, in fact, those are needed. The third phase would be the rate design study. Those studies are traditionally very detailed and tend to be fairly costly. We are looking however, at the rates, what the rate level is, how much the utility is charging now, and we will project what we think is a reasonable level of rates that should be charged in the future to recover the costs that are being reasonably incurred.

Mr. Holmes: In your opinion, this \$45,000 study, is it or is it not going to be adequate to answer all the questions that have been presented over the years to the utility? Does the committee project going further down the road into another study?

Mr. Bradley: I don't, not at this time as far as getting into the overall operation. I don't envision going that route.

Mr. Russell: Let me reiterate, all of the objectives will be satisfied at the completion of our report with one possible exception of a detailed review of the operations in terms of its efficiency. We will be able to identify certain inefficiencies if they exist. Without the operations study you will not have specific answers to all of those issues, you will hit all the major issues.

Mr. Holmes: You will be able to tell us at the end of the study that we should be receiving "X" amount of dollars per year from the utility.

Mr. Killen asked what the payment in-lieu-of taxes would be predicated on?

Mr. Russell: Generally, the basis is the utility plant assets, the value of the assets in place and within operation within the community including the land. There are some other methods used

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and we would make comparisons between the two methods, or at least two, perhaps three, to insure that the current level is reasonable.

Mr. Killen: Your recommendations would be based on mathematics rather than legalities?

Mr. Russell: The analysis will be based on analytical methods. We will certainly consider the legal issues. We would not be able to give opinions, per se, but we could give our view in terms of what has been done in other jurisdictions including CT. and how it may apply here.

Mr. Parisi: I would like to pursue a matter of a statement being attributed to me in the minutes of the first Finance Committee meeting that escaped me until this time. I would like to discuss this further with Mr. Bradley later.

Mr. Solinsky: Is the \$45,000 the maximum on this?

VOTE: All ayes; motion duly carried.

ITEM #4 Consider and Approve a Transfer of Funds in the Amount of \$45,475.00 from Contingency to Professional Services Electric Division Study - Finance Committee

Motion was made by Mr. Bradley, seconded by Mr. Zandri.

The Transfer of Funds will be from Account titled Contingency, Reserve for Emergency, Acct. #8050-3190 to Account titled Professional Services Electric Division Study, \$45,475.00 Acct. #1110-9002.

VOTE: Killen, no; all others, aye; motion duly carried.

Mr. Holmes made a motion to Move Addendum #2 up to the Next Order of Business, seconded by Mr. Parisi.

VOTE: All ayes; motion duly carried.

The Chair declared a five minute recess.

ADDENDUM #2 Consider and Approve A Waiver of Bid and Approval of Corresponding Transfer in the Amount of \$21,500.00 to Allow the National Golf Foundation to Conduct a Three Phase Study Regarding the Feasibility of Constructing a Municipal Golf Course in Wallingford.

Motion was made by Mr. Holmes to Waive the Bid to Allow the National Golf Foundation to Conduct a Three Phase Study Regarding the Feasibility of Constructing a Municipal Golf Course in Wallingford, seconded by Mr. Parisi.

Mr. Holmes explained that approximately 4 months ago the Council approved forming a three member sub-committee to investigate the possibility of constructing a golf course in Town. Robert Parisi, Susan Duryea and Steve Holmes sat on the committee. From an

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conomic standpoint there are some good benefits for the Town to go ahead with the project. He went on to say that today, Golf is a \$20 billion/yr. market. By the year 2,000 it is estimated that it will double to \$40 billion/year market with 30 million people playing this sport. I think that Wallingford is in an excellent position to take advantage of the growth in this market. Currently we own the required acreage to build a facility and this will eliminate one of the major costs associated with constructing a golf course. Originally the Town purchased this land in the area and it was designated for open space and recreation. I think that the construction of a municipal golf course will fulfill this need. It will also ensure that future development will not occur in this area. The major concern raised is whether or not this will be a drain on the taxpayer. In my opinion, I don't believe it will be a drain on the taxpayer. The committee focused on discovering whether a municipality who is currently operating a golf course is making a profit, loss or not covering their operations. Inquiries were made to Rockledge, W. Hartford; Richter Park, Danbury; Laurel View, Hamden; Smith-Richardson, Fairfield. In each of these cases the municipalities are realizing that the operations are covering their costs and, in most cases, are making a profit for the Town in excess of \$100,000. But profitability is a function of many factors, first and foremost is the golf market. Can a golf course sustain itself with a number of available golfers taking into consideration existing competing facilities and also the location, type of golf course we can construct in Wallingford? It is at this juncture that I feel additional expertise is needed. When you talk about the average cost of developing a municipal golf course, it is roughly \$2-3 million. I feel that the money we contemplate spending tonight, which equals .70 of 1% of any potential project would be money well spent. With some proper planning, we can have a first class facility which can economically sustain itself without being a drain on the taxpayer.

Mr. Parisi: Are we requesting a bid waiver because the National Golf Foundation is the only one that conduct this?

Mr. Holmes: To my knowledge, it is the only entity that specifically concentrates on a promotion of golf throughout the country and it is interesting that I came across them by reading an article in Golf magazine. They are specifically organized to explore the possibilities of golf courses in the United States. If you are looking to spend a large amount of money, you want the experts in the field.

Mr. Solinsky: Is it all wide open as far as managing the course? Is this something that the study would show?

Mr. Holmes: This is a three phase study. Phase I would be the Market Demand, Site Evaluation would be Phase II and a Financial Analysis, Phase III. The nuts and bolts would be to determine whether or not you have the traffic in the area to sustain a golf course. Demographics, income capabilities, competing facilities, etc., it is a wide array of factors that makes up the initial step in determining whether or not the area can support a golf course. After that has been determined if the Council so desires to pro-

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ceed with the rest of the study we would do so. After those questions have been answered, then we will decide whether the facility would be contracted out, or operate as a Town department. It is premature at this point.

Mr. Killen asked Mr. Holmes if he had a specific site in mind?

Mr. Holmes: Yes, the area where the Satori property was located.

Mr. Killen: We don't want to wind up with a situation similar to the Boys & Girls Club, we want to make sure that the land is available.

Mr. Holmes: I would make sure that we touched base with the Conservation Commission, Wetland Commission, Planning & Zoning, etc.

Mr. Bradley: Was a written proposal developed?

Mr. Holmes: I sent everyone one, I hoped that they received it in time.

Mr. Bradley: Did the committee develop a proposal?

Mr. Holmes: No. This is the only organization that I am aware of that is exclusively in the golf course business, so to speak.

Mr. Bradley: I did notice in the proposal that they (National Golf Foundation) has been around since 1936, but also up in the opening paragraph it does state that it is one of the nation's leading golf course development consulting organizations. There are others that exist.

Mr. Holmes: They are golf course consultants, you can get various consultants once you contract to put in a golf course. This is a background research organization.

Mr. Bradley: How did you go about contacting them?

Mr. Holmes: I had telephone conversations explaining our interests and asked them for a do-it-yourself book. This book would take 3-4 people 2 years to complete. I did not think that it would be feasible for anyone up here to do all the demographic surveys, what we could expect on return investments, projected cash flow, construction costs, facilities costs, etc., it is a major project. I contacted them again to ask the cost if they were to perform the study.

Mr. Bradley: On page #5 of their proposal, under project coordination, it states they will review with your committee and your staff. Who is your staff or is this the whole scope going to blossom out once this takes off?

Mr. Holmes: The staff, we can have them meet with the Council or the committee or we can proceed any way that the Council feels is in the best interest of the Town.

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Mr. Bradley: In their proposal it states that they will be conducting interviews with individuals knowledgeable about the local golf market. How do they go about this?

Mr. Holmes: I'm sure that they will be in contact with the CT. State Golf Association who could direct them to the individuals they need to talk to.

Mr. Bradley: Under Phase II, Site Selection, they refer to working with your chosen golf course architect.

Mr. Holmes: I would propose later on when we got to the funding part of it, that we would just contract out for the Phase I, Market Demand Study and amend the Transfer. If it comes back that we cannot support a course in the area and that it will not sustain itself, there is no need to go any further. Once we know that, then we can go ahead and come back to the Council for a building committee, architect, etc., to finish up Phase II & III. Anything other than knowing if a course can sustain itself is beyond what we should be looking at right now.

Mr. Bradley: Do you feel that you are going to need an architect?

Mr. Holmes: We are going to have to redesign those plans that are in existence. For the very simple reason that the 3-6 holes are now soccer fields and softball fields. We may wish to leave open our options for expandability.

Mr. Bradley: Are we looking at restaurant facilities, snack bar?

Mr. Holmes: If everything comes back favorable, I envision a small snack bar, no liquor. I do not envision an ornate club house or a restaurant facility other than a basic hamburger, hot dog and chip business. I am going to need a lot of help and I welcome anyone else to sit on the committee. I think that we should expand the committee, actually.

Mr. Killen: If you feel you need to expand, come forward at a future meeting and ask before you are in too deeply.

Lester Slie, 18 Green Street stated that with all of the golfers that Wallingford has, they have to play out of Town all these years. There are two private golf courses that are not affordable by any means for an average factory worker. Their fees are approximately \$7,000/year. He pointed out that he has been paying taxes to the Town for over 50 years and whenever a group asks for a golf course, they get pushed aside for other recreations that do not bring any revenue into the Town. All of the other municipal golf courses in this State are making a profit. He encouraged the Council to consider their vote carefully and to think of the children who will be future golf players in this Town. They cannot pay the fees that private clubs want for the use of their facilities. Take care of our own Town needs.

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Mr. Walt Yaskot, 288 N. Main Street was the next to speak. He was a former member of the Wallingford Country Club but since the addition of the funds for a new building he felt that it was not worth \$100/round of golf and stopped playing. He also urged the Council to do something for the future golf players, women and children and young adolescents who enjoy or will enjoy golf but at an affordable price. The people in Berlin are paying \$125.00 to play golf 5 days a week. As members they pay \$225.00/wk for 7 days of golf. If you are from Wallingford or any other Town, you will pay \$600 - \$650 for the week. That is not a lot of money for the residents of Berlin but they have between 500 - 525 people going out to play golf a day. In Meriden they have between 450 - 475, and they are making money and providing for the community. The people of Wallingford should consider this and if it is not feasible, then we will back off. I think that this could be the best thing that could happen in the Town of Wallingford if we can show that this could be a profitable venture in a short period of time.

Phil Wright, 160 Cedar Street: I am not opposed to spending a little bit of money to have the study done but I would like all those who are supporting this to consider supporting a hockey rink in this Town. I have three young grandsons who are travelling 30 - 40 miles away to play hockey, a 16' canoe and a 12' boat I would like the opportunity to use. This is not the only thing to be considering for recreation in this Town.

Fran Stupakevich, 39 West Dayton Hill Road, Lyman Hall High School Golf Coach: I have been teaching golf for 10 years and playing for 23 years at the Meriden Municipal Golf Course. I have been pumping my money into Meriden and would like to do so in Wallingford. There are a lot of kids on my team who love to play golf and can't afford to. They cannot go to the Farms, Pilgrim's Harbor or the Wallingford Country Club it is too expensive. Please give this a lot of thought.

Dave Stilson, Cheshire Road: I whole heartily support this project. This project is beginning with a lot of support but it becomes an uphill fight when you begin talking about the bonding and the funding. Coincidentally I have began playing golf at the Berlin Golf Course in Kensington and am currently the Secretary of the Men's Club. With regard to market study, there is no question in my mind that there is an overwhelming demand for golf in this area. This club has more players than it can handle. We are the point where we will be turning people away of the Men's Club. With regards to juniors, they play for free at Kensington. They have taken steps to see to it that the young golfers get the best service they possibly can. I would like to go on record as supporting this but you must realize it is a real battle that is just beginning. Good Luck.

Mr. Bradley asked the golfers in the audience what they felt was a fair green fee for 18 holes of golf for a resident?

Unidentified Respondent: As far as green fees are concerned, the

Meriden residents, they have a senior rate of \$250.00 for a five day week. I pay \$495.00 for the same pass because I am an out-of-towner. An out-of-towner at Meriden is \$720.00 and a regular resident is \$500.00 for a 7 day pass. It is \$14.00 for 18 holes and \$16.00 for out-of-towners during the week, \$18.00 for out-of-towners. If we do build a golf course you would have to establish an even rate. See what the other courses are charging and give the residents a break and charge the out-of-towners just a little more to collect revenue. If Mr. Holmes needs any help he has a list of us seniors who would be glad to help.

Mr. Holmes thanked everyone who had assisted in this project, especially Tucker who was the telephone contact person.

Mr. Edward Musso, 56 Dibble Edge Road felt this sales pitch should have a guarantee with it. He felt it was a pretty expensive sport and felt there should be a guarantee that it will make money.

Mr. Holmes: I would not be promoting this idea if I thought that we would have to take money out of the taxpayers pocket to a large extent.

Mr. Salvatore Falconieri, 281 Grieb Road felt that it would not cost the taxpayers in the Town one nickle. Every course is making money presently.

Margaret Dringoli, 236 Hall Ave., stated that her and her husband were avid skaters and used the two rinks in Hamden and one in Cheshire until they closed. They closed due not only to the up-keep but to the lawsuits. They had to carry such large amounts of insurance due to the slightest of injuries. She would love to see ice skating for the children but felt that it would be too costly for insurance purposes, therefore a golf course would be better than an ice rink (in response to Mr. Wright's comments).

Mr. Gouveia asked exactly how much was being appropriated this evening for the study?

Mr. Holmes explained that he originally was asking for \$21,500 but to make it more palatable, he had no problem seeking \$10,000 for Phase I plus \$3,500 for out-of-pocket expenses.

VOTE: All ayes; motion duly carried.

Mr. Bradley made a motion to Consider and Approve a Transfer of Funds in the amount of \$13,500 from Acct., Contingency, Reserve for Emergency Acct. #8050-3190 to Acct., Professional Services Golf Course Study Acct. #1110-9003, seconded by Mr. Holmes.

Mr. Holmes made a motion that if this study comes back positive and it gets to the point that a building phase will begin, any money that is bonded or used to finance the project, the committee will take the money that was used for the study and reimburse the contingency account, seconded by Mr. Bradley.

VOTE: Killen, no; all others, aye; motion duly carried.

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ITEM #10 Consider and Approve Road Acceptances (8) - Planning & Zoning

- | | |
|--------------------|----------------------|
| 1. Wind Swept Hill | 5. Old Pasture Court |
| 2. Riverside Drive | 6. Tom's Drive |
| 3. Docker Drive | 7. Turnberry Road |
| 4. Stegos Drive | 8. Watrous Farm Road |

Motion was made by Mr. Bradley, seconded by Mr. Holmes.

Mr. Bradley noted that correspondence received by the Planning & Zoning Commission dated this same day, stated that they met last night and did approve all of the roads except for Tom's Drive. He then amended the motion to remove Tom's Drive from the list of road acceptances, seconded by Mr. Parisi.

VOTE: Holmes was absent; all others, aye; motion duly carried.

ITEM #11 Consider and Approve a Tentative Labor Agreement with Local 1282 requested by the Personnel Department.

Mr. Bradley read correspondence from Mr. Seadale, Director of Personnel into the record.

Motion was made by Mr. Bradley, seconded by Ms. Papale.

Mr. Solinsky asked if this goes along with the adjustments made earlier this year?

Mr. Sharkey: Yes it does. It is for a 3 year period beginning January 1, 1991. Once the study was approved that all went into effect and put us back to square one where we should have been. Now we go from there.

Mr. Solinsky: There are other dollars that were brought in line besides the wages?

Mr. Dennis Ciccarillo of the law firm of Eisenberg, Anderson, Michalik & Lynch: There were several issues on the table as there usually are and you have a summary of the changes in the contract a few of which are economic, several of which are language issues involving arbitration. There are several changes proposed here in terms of a package agreement.

Mr. Solinsky: On the wages, are they exactly as they were approved by the Council or are they negotiating even further?

Mr. Ciccarillo: The negotiations basically went from there in terms of percentage increases for the next 3 years. That was already in place and we are working off of that in terms of negotiations.

Mr. Bradley: Section IXX, section I on page 12. can you explain what that is please?

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Mr. Sharkey: It is almost impossible to find a health care plan that is "equal" to what Blue Cross/Blue Shield offers. No matter how close they are there is always a slight wrinkle here or there so to get the idea across, we changed the wording to comparable. I'm not sure of the legal ramifications of that. This was part of the overall tendency to have in all contracts that language so that maybe in 5 or 10 years if you wanted to go to a different insurance carrier, we would be able to.

Mr. Bradley: Same section, the Home & Office from \$100 to \$300, what is it?

Mr. Sharkey: It means that under the plan, most people have a \$100 home and office rider. That is how much will be covered by the basic policy for most people during the year. This is a figure that has been in effect for ages. You cannot go to the doctor for \$25.00/visit any longer. Most physicians charge \$55-60.00 for an office visit. It was a benefit that Local 1183 has.

Mr. Bradley: Please explain Article XXVIII, what exactly is a zipper clause?

Mr. Ciccarillo: The current Article XXVIII, the part that existed prior to this negotiation essentially said that whatever prior practices existed would continue on. The current language basically tries to, while it does not say that we have the privilege of ignoring past practices, the change in effect says, if you didn't bring it up during this negotiation, don't try to bring it up over the next 3 years. You have had your chance in this bonding session and that is the last chance you will have until the next contract is negotiated in 1993.

Mr. Bradley: That applies to both parties?

Mr. Ciccarillo: Yes.

Mr. Bradley: On page 22, Section IV continuing onto the top of page 23, there is a clause regarding on-call and standby. I think that the original contract was \$100 and it has now gone to \$125 - \$150.

Mr. Ciccarillo: It is not effective until 1992-93 for the \$25.00 increments. As with any other monetary benefit, for instance, an increase in longevity, they are fairly nominal amounts and to the extent that, I suppose an argument could be made that nothing other than wages should change from contract to contract but as a practical matter it is somewhat typical that certain other smaller amounts of money be negotiated as in longevity. Now that this is part of the contract, on call rate, it applies to 4 people in any one week who carry beepers. They have to stay within a certain geographical area and respond within a certain amount of time, it was felt that they should receive compensation for that restriction on their technical off-duty hours. This is simply a modest increase on that rate for hanging around and having their time tied up.

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Mr. Bradley: I agree with your statement that wages should be the only thing negotiated here. Is this something that we can look at also in the future at future contracts? Is this going to be an ongoing escalator in a contract?

Mr. Sharkey: It is a possibility. we never know what will be an item 3 years from now. Although we don't have other items that are in other contracts which do get effected. Many of the unions have a clothing allowance, meal and tool allowance, we get into a number of areas that are not wages and they, too, are subject to inflation. Whether they get changed every contract or every other one, whether the change is a very small amount or large. for whatever reason, we cannot tell until we actually get into negotiations. Now that it is a part of the contract, it may be. I don't know how much aggravation or irritation it may be to wear a beeper for a week.

Mr. Bradley: I know that it is a minimal amount but, again, we get into these things and they keep going on and on. I would be curious to see how much the Town does use the people on standby and the amount of money that we expend on it. This is a management contract and they are management people. I compare it to management on the outside. Although a lot of us are non-union, we carry these things and do not receive bonuses. On article #34. Transportation, I feel that they should be reimbursed if they are called in on business. Does the Personnel Dept. have a policy on using our cars?

Mr. Sharkey: There are two ways to handle transportation. There are a number of depts. that have a flat transportation allowance and they submit a form to the Comptroller's Office quarterly for 1/4 of their yearly allowance. Some are low, some higher. Some do it strictly through a mileage form at \$.25/mile up to a budgeted figure but they do not necessarily get all of it.

Mr. Gouveia: My understanding is that this 6%, 6% and 6% increase is above and beyond any merit increases that were given or paid out this year.

Mr. Sharkey: That has always been the case.

Mr. Gouveia: Also it is above and beyond the dollars that were put in by the Management Study.

Mr. Sharkey: Correct. It has always been the practice that if you are not hired at the maximum, you will have step increases on the anniversary of your hire date, or if it is a promotion, on the anniversary of your promotional date. Every contract we have deals in steps.

Mr. Gouveia: I don't think that this Council really has realized yet what has hit them with this Management Study. I know I voted for it for the first time. But I have already stated publicly that I made a colossal mistake, I really have. To give an example, and by the way this Council seems to be very, very vocal when it comes to the Teacher Enhancement Act, well let me tell you, this makes

the Teacher Enhancement Act look stupid to be honest with you. To give you an example of the different positions you have provided us with in this contract, I count about 48-50 people. There were 6 people who received up to \$1,000. There were 6 who received \$1,000 - \$2,000. There were 7 who received \$2,000 - \$3,000. There were 14 who received \$3,000 - \$4,000, three that received \$4,000 - \$5,000, another 3 who received \$5,000 - \$7,000. 5 who received \$7,000 - \$10,000 increase and 4 who received above \$10,000 increase. Now in addition to that we are now going to approve another 6%, another 6% next year and an additional 6% the year after that. By the way, the 6% is not really a 6% increase. When you take into account the merit increase, that is not even 6%, it is more closely to a 9% increase than to 6%.

Mr. Sharkey: Actually for a Merit Increase, it is more like 11%. That is normal.

Mr. Gouveia: I took one particular position which is paid \$48,261.00. A 6% increase equals \$2,895.00. That position also receives a Merit Increase of \$1,022.00 for a total of \$4,102.00 increase, that amounts to 8 1/2% increase. Last week this Council rejected a contract that did not have any kind of medical benefits, none whatsoever. The sole reason why this Council did that was because of the 6 1/4% increase. There is also no Merit Increases in that bargaining unit. And now we are going to approve an 8 1/2% increase?

Mr. Sharkey: To my knowledge there are 4 steps in the paraprofessional contract. Whether the current or proposed one. Unfortunately the term Merit Increase has been used almost interchangeably. For many unions it is called an Anniversary Increase and the idea of merit has sort of dropped out of it. With the Management contract we have had this practice of people going before the Merit Review Committee and the idea that is not automatic every year that you get a step. In fact, Item #13 on the Agenda this evening shows increases for 11 people. We reviewed 12 and one person was not approved. This is not the only time that it has happened. In every other contract it is automatic on your anniversary. Including the paraprofessionals.

Mr. Gouveia: In this contract there are steps plus the Anniversary Increase.

Mr. Sharkey: No, steps and Anniversary Increases are the same thing. When I go to my next step, it is on my anniversary date. Which is also tied into the Merit Review that I had recently. It is all one thing. These names have gotten all jumbled up. The usual difference between steps is about 5%.

Mr. Gouveia: You do agree that in addition to the 6% increase there is also an Anniversary Increase?

Mr. Sharkey: Yes, there always has been. For the first four years assuming you start at the minimum, then you are at maximum and then you get only a general increase beyond that. That is the way all of our contracts work.

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Mr. Gouveia: Then it is very conceivable that some people will be receiving in excess of 9% with this contract?

Mr. Sharkey: Yes. The step difference for most cases is about 5%. Most of the contracts have come in at 6%, general. So to us we are looking at 11% but that only happens for a limited amount of time until you reach maximum. Some contracts have fewer steps. There are some contracts, one at the Board of Ed. which has 12 steps where someone could be getting a double raise for 11 years. Whereas with us, the maximum is 4 assuming that you start at the minimum. It ends at that point and then is just a general increase.

Mr. Gouveia: Last meeting we approved Merit Increases for individuals. Their increase was \$4,400.00. Those four individuals also received through the Enhancement Program, almost \$30,000., four different people.

Mr. Sharkey: When the Management Study went through, this was the consultant saying, this is where all these people should be. Some people went down in grade, some people went up, some stayed where they were. Some did much better than others. One individual's yearly difference was \$300.00. There were some who were obviously much higher. We had people at the maximum step who all of a sudden came back onto the step program. There were some who had steps to go who all of a sudden were placed at the maximum. This was the consultant's view of where all the positions should have been based primarily on the position and not necessarily the individual who was in there at the time. It was supposed to be based on the basic specifications as to what would qualify you to be Town Engineer or Fire Chief or whatever.

Mr. Gouveia: There is also a 5 week vacation pay for any individual who has worked 15 years. If you were an officer of the union and had been working for 15 years and were conducting negotiations for the union, you could have gotten 30 days off for union activities, another 30 days off for vacation, 12 days off for sick leave, 12 days for holidays, for a total of 84 days. In addition to that, any other time necessary to do negotiations in addition to those 84 days, they still will have any time necessary paid to take part in the negotiations.

Mr. Sharkey: Some take a long time to negotiate and some don't. Part of how long the negotiation will go on is up to our chief negotiator and Stan Seadale. It is done every 3 years in this contract. It was every 2 years for most of our contracts just a short while ago. While they do have time off for union business, it is not constant, and once it is wrapped up, it is wrapped up. You won't see these people for another 3 years.

Mr. Zandri: One of the things that the Town has tried to do is to strive to bring everyone up to par with what is going on out in the real world. I am wondering, when you negotiate a contract like this, whether or not you look at something like vacation time to see if we are comparable. Six weeks vacation after 15 years seems

very high.

Mr. Ciccarillo: Wallingford, from my experience, has been traditionally high in that particular item. It is a very long standing practice, long standing contract term that brings most of your employees up to 5 or 6 weeks after 15-20 years of employment.

Mr. Zandri: It may be a given for existing employees, but it does not necessarily have to be a given for new employees who are coming on board. I think that these are the kind of things that you can look at and say that we are way off base on. There can be some give for at least new employees coming on board. That is the point that I would like to bring out. I was shocked when Mr. Gouveia pointed this out to me tonight that people receive 6 weeks vacation after 15 years employment.

Mr. Holmes: We were able to negotiate some of that back to the new employees but it is still higher than it should be. I have been employed for the past 13 years with the same company and am only entitled to 3 weeks vacation.

Mr. Sharkey: It also goes back to a time when towns felt that it was better to give employees additional time off rather than an extra percentage or two in their wages or some other benefit.

Mr. Killen: When times are bad, however, we never cut back and ask that they make allowances. The irony is that the Merit Increase, which is the smaller of the increases, is the one in which the employee is taken into consideration whether they are performing their job responsibly. The Management Study took the job, and whether that employee is doing good, bad or indifferent, still receives "X" number of dollars. You are putting the cart before the horse.

Mr. Ciccarillo: It was my understanding regarding the Management Study that that the function of it was to bring the salary grades for the respective positions more into line with the going market rates. It was a position analysis.

Mr. Parisi: What we did in retrospect was, when we approved the pay plan was that we lost our right to negotiate anything into a contract. Most of what I have read about negotiations is that the focus now is on fringe benefits, not on hourly rates. I think that we have caught up in the area of basic wages, hourly or yearly, or whatever. Now I think we are out of balance with the rest of the world with fringe benefits. Just by approving the wage scales, we gave away our right to negotiate for fringe benefits one the hourly wages became equal to the so-called "outside world".

Mr. Ciccarillo: Had the union taken the time and spent the money to develop their own rate survey. I think that they could have given the results that we have seen from your rate survey. They could have made a very convincing argument both at the table and in front of a neutral party down the road that took that that

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their rate scale, at least certain parts of it, were significantly off the market. I'm not sure that it is necessarily a matter of giving something away, but a matter of having to recognize that the system was inequitable in some ways and that the various positions needed even serious upgradings.

Mr. Parisi: I consider the fringe benefits in some areas inequitable. I would like to know where in the private sector anyone could get 6 weeks of vacation. I suggest that the Personnel Dept., prior to any future negotiations, poll the Council to ask us what our feelings might be on issues/contracts. It won't be law, but it can't hurt anything.

Mr. Bradley: I am not in a union, but my salary does fall into the range on one of these pages. I carry a beeper. If I'm told that I am needed on standby for Saturday & Sunday, I'm there. They do not give me \$100. to stay at home. Our budget is only going to go so far and then we are going to break it and I don't want to get into where you hear that Towns have to lay off people.

Mr. Solinsky: What was the date that we approved the Management Study?

Mr. Ciccarillo: It was approximately March of 1990, but did have an effective date.

Mr. Solinsky: I thought that we transferred money to raise these salaries this year?

Mr. Sharkey: What happened was, first, there was the transfer to cover the period from January 1st to June 30th the last fiscal year. It had an effective date of January 1, 1990. Then I came back at a later date with another transfer to cover the period of the current fiscal year of the year that we are in.

Mr. Solinsky: So 1990-91 was supplied for. Why do we have this transfer tonight then?

Mr. Sharkey: This is a brand new contract. We had no idea at the time whether the raises would be 5% or 7% or whatever. So we put a certain amount into contingency to cover the half year period from January 1st to June 30th of '91. Unlike many contracts this one does not match up with our fiscal year. The two previous transfers were strictly for the Management Study. Now we have the end of a contract on December 31st, a new contract calling for a 6% increase in the first year that is not in any of the budgets of the departments.

Mr. Gouveia: Overall, the study indicated that even when we were compared to municipalities that I feel had a better ability to pay than the Town did, we did not compare, at least we did not come across as grossly underpaying people. We were at market level basically. What this study did, proposed to do, and we accepted was to raise that to 15% above the market level. The reason behind that was to attract people. As to your remark about the Board of Education having 12 steps, yes they do. But they have one labor

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grade for everyone. In this case we have 18 labor grades with 5 different steps on each grade. Am I correct?

Mr. Sharkey: Every management position has 1 labor grade here.

Mr. Gouveia: I am talking about the contract.

Mr. Sharkey: There is only 1 or 2 Accountants, 2 Distribution Engineers, there is such a disparity of positions. We don't have 500 Accountants or 500 General Line Foreman.

Mr. Gouveia: That is the reason for the 12 steps because they are not all the same.

Mr. Killen: We seem to have given quite a few increases here. did we get anything back in return?

Mr. Ciccarillo: What we have received in return what I characterize as primarily language issues, the Hold Harmless clause, the non-arbitrability of discrimination issues should they arise, and the change of that word in the insurance section to comparable when referring to carriers as well as the additional language on the so-called "Zipper" clause. There are no give backs economically.

Mr. Killen: We are getting nothing back economically. How often do we use these particular clauses, what does it cost us over the years, then we can make some kind of comparison over the years.

Mr. Ciccarillo: It would be very difficult to put a dollar value on those items. It would not be a great amount of money.

Mr. Sharkey: Two contracts ago there were some give backs from the same group. Especially in the benefit area. The vacation period was cut back from 30 days to 25 and the benefit of having 1 1/2 sick days per month was reduced to 1 day per month. They have had a history in the past of giving some things back, obviously for other things. Whether there should have been more give backs this time, I am not certain.

Mr. Killen: These tough economic times are when the give backs should be given in the way of the percentage increases. Let them look at the outside market to see what they are getting.

Mr. Ciccarillo: In the municipal market we have not seen, at this point, any serious retreat from the level of benefits that are in this tentative agreement.

Mr. Killen: This is not my idea of how a person negotiates. This kind of philosophy leaves me out in left field.

Mr. Holmes left for work at 11:23 P.M.

VOTE: Holmes was absent: Parisi & Zandri, aye: all others, no. Motion failed.

Mr. Walter Lee pointed out that the Council failed to ask if the public had any comments on this issue.

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Mr. Killen apologized. He explained that it was not intentional.

Mr. Walter Lee, President, Local 1282: I feel terribly embarrassed to be a citizen and employee of the Town of Wallingford after hearing this exhibition from the Council tonight. We engaged in collective bargaining with the Town in good faith. We thought that we made an equitable, fair agreement. Obviously, you did not. Our people, management and supervisors, everyone does not walk around in white shirts and ties. We have supervisors in Public Works, we have engineers in the field, etc., we are a varied group. I, for one, have not received a raise except for a study which was called a Management Study by the Council and Personnel Department. A unilateral study that the union had nothing to say about. I received \$.21 day raise. I negotiated for my union, 55 dedicated employees. We get no raise. Our group was the leader in cutting down the sick days, vacations, increasing our contributions to the pension, obviously, you feel that we are not doing our job, or you do not want to pay us for the job that we are doing. I feel very bad about that. I feel equally as bad, and probably when we go to binding arbitration, I will be there. Mr. Gouveia said there was a 15 year employee, who could be president of the union, that is my prototype. I have been here 15 years, I am president of the union. I have not taken a sick day in about 5 years. I work 50 hours per week not counting business that I bring before the Council and P.U.C. which I do not receive a dime for. I thank you for your confidence in us, I feel sorry for you.

John Bruce, Vice President of Local 1282: I would like to reiterate what Mr. Lee just stated. We supervise people who you agreed to a 6% increase over the next 3 years for whose health package is better than our health package. You also approved in your last budget book 5 1/2% increases for those people who supervise us. This is the first union to give back from 18 to 12 sick days. I only took 2 sick days myself this year. We have people who are on call. I was called in tonight at 7:00 P.M. I do not carry a beeper, I am not paid for the on call time. Four people who are paid to work are people who supervise people who carry beepers who are paid 13 hours a week for being on call and are paid for the time that they are paid to come into work. We are talking about people who are given a token of \$100.00 to carry a beeper to be able to respond in 30 minutes to supervise someone who is being paid 13 hours to be on call and now being paid time and one half minimally, four hours, to come in. I really think that you are looking at middle management as some sort of people who don't fit in with the labor force and certainly not management people. You have people in this group who don't work on the clock. We have negotiated a pension and gave back 2% of payroll. The increase in medical benefits is to \$300.00 home and office visits. People who we supervise have the same plus a paid prescription program. We don't have paid prescriptions. We realize that these are tight times and we have pulled that off the table. We are a little disappointed where you place the priority of our particular group, we think that we give the Town a good day's work for our pay and

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we have a lot of vacation time but a lot of us are not allowed to use all of our vacation. We come in to take care of business.

Edward Musso, 56 Dibble Edge Road: The fellows who spoke are of an exception. I have not come across many management people that make the sacrifices that they claim they are making. Out of the 40 or 50 management people, I don't think that you will find 5, at the most, 8 that make the sacrifices that these do. They are the ones that are getting everything. I think that the Council made the right decision. I think that it is up to the Personnel Dept. to interview the people and see who is meriting an increase. I think that merit increases should be given in dollars not in benefits or percentages.

Mayor Dickinson: I ask that you consider bringing the matter up again.

Ms. Papale: Mr. Chairman, I don't know what I was thinking, I made a mistake. I will be the first to admit it. I don't always have to listen to the people involved, but I really feel that it should be brought back to a vote again just because there was a mistake in that we did not have the public speak. I would like to make a motion to Reconsider Item #11 - Reconsider and Approve a Tentative Labor Agreement with Local 1282, seconded by Mr. Parisi. In every contract there are people that are doing their job like this or are not and one has to outweigh the other. I feel that the people that are in this union deserve not everything in the contract but mostly everything. I voted too quickly, this is why I want to reconsider.

Mr. Solinsky: I agree with what Mr. Parisi stated: We are at the end of the line and we are getting it sent to us without any negotiating left, it is either yes or no. We cannot vote 60% yes and 40% no. It is either all or nothing. There should be communication long before the meeting time on these negotiations.

Mayor Dickinson: There are inequities and there will be inequities in every contract. We have very good employees and we have some who could be a lot better. I think the Personnel Dept. and their negotiator did the best job under the circumstances. I don't think that this settlement is so far off of what we have seen in a multitude of other negotiations. So far off that we shouldn't approve it. I can't see that it would be that much better by forcing it into binding arbitration. Everyone takes it personally which in some ways is to be expected and in some ways it is unfortunate. I think that the award is a good one and hopefully will be approved.

Mr. Killen: We are not given any credit for being the fiscal body of the Town, that being responsible for meeting the tax rate of the Town and so forth but probably saying to these particular unions, fine, you got your 6% but we are going to have to cut the overall budget and you will have to let someone go. We have never done that and I don't want to do that. If that is the only way that we can keep the dollars signs down, the papers are full of it, all of us have commented on the fact that we do not know where we are

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going this year. One way to go is to cut positions. If that is the way it has to go then that is the way that it is going to be. If someone gets 6% instead of 5 1/2%, the price they want to pay?, they are big boys. I'm a big boy. I know what I am getting into here.

Mr. Gouveia: No one who sits on this Council has a greater sympathy or affinity for a union than I do. No one. I am a strong union supporter. I have stated that before, openly, in good times and bad times. I am a strong union supporter. I have never crossed a picket line. I have been a union member for many years and an officer of a union for several years. I can't capitulate, however, when I look at a contract where the members, not all of them but quite a few of them, receive \$12,000.00 increase and now we are turning around and give them an almost 10% increase to some of them. Perhaps to most of them 6 or 7%, but some of them certainly a 9 - 10% increase. Now if you think that is fair, I don't think so. I am wondering where the Mayor was last week or at the last meeting when this Council, again, rejected another contract. A contract that called for a 6 1/2% increase which amounted to about a \$300.00 increase per year and he did not speak in favor of that contract. That contract is heading into binding arbitration. What makes this contract so different? Then the Personnel Department and the union negotiated with good faith in that contract also, just as in this one. I think that what we are doing here is shameful. It really is.

Mayor Dickinson: The matter would not be here from the Personnel Dept. if I did not approve it. That is true for the award brought in on the Teacher's Aides as well. It has to cross my desk and be approved there. You would not even have it here if there was not tacit approval from my office.

Mr. Gouveia: You did not request, as you did today, to reconsider it.

Mayor Dickinson: I did not speak to it before and I saw that last week, the issue was over the 6 1/2%. I don't see a single issue here being a motivation. I don't speak to everything the department brings in and probably never will. When it is here, it has received the approval of my office otherwise I would indicate that it was disapproved by my office.

VOTE: Holmes was absent; Bradley, Duryea, Gouveia & Killen, no; all others, aye. Motion Failed.

Motion was made by Mr. Parisi to Waive Rule V of the Town Council Meeting Procedures to Vote on the Reconsidering the Paraprofessional Labor Agreement, seconded by Ms. Papale.

Mr. Parisi contacted the Town Attorney who stated that a negative vote can call for a reconsideration or a re-vote of a defeated motion. At any subsequent meeting anyone can present an issue that had been defeated, or had been a negative or favorable or an absent vote.

Mr. Killen: I cannot find anything in Robert's Rules of Order stating such. The thing that bothers me is that if we enter into a contract, if our motion had been entered into a contract, you would have entered into it and it would have been signed, sealed and delivered, and then what would happen if we rescind it tonight?

Mr. Parisi: I contacted the Law Department who I thought was the center of legal procedures in Town. I was told that this could be done.

Mr. Bradley: Under Reconsideration in Robert's Rules of Order state that "this motion can be made only on the day the vote was taken, or the day after at a conference or a convention that lasts several days. If the motion was carried, the original motion is again open to discussion and vote. No question can be twice reconsidered unless it was materially amended after its first reconsideration". I question the last sentence.

Mr. Zandri: It would have to be a change to it in order to bring it up again, right?

Mayor Dickinson: I think that as a general rule, any meeting within a single meeting, Robert's Rules prevail as to the order of business within that single meeting. But whenever you schedule a new meeting the agenda for that meeting is a new matter and, once again, Robert's Rules of Order controls the order of business within that new meeting. In no way would Robert's Rules control matters of substance that could be brought up at new meetings beyond the one that is at issue.

Mr. Killen: Robert's Rules says, "the motion to reconsider cannot be applied to an affirmative vote in a nature of a contract when the other party to the contract has been notified of the vote".

Mr. Parisi: The other parties of this contract have agreed not to do anything. They have been notified of the vote. Who notified them?

Mr. Killen: You got me over a barrel there.

Mayor Dickinson: Robert's Rules cannot control a response from a third party. If that third party takes action and reliance upon the vote, then naturally they would be limited to what their response could be. If they haven't taken action it is wide open as to what they want to do. Ultimately, if things were not clear as to whether it had been approved or not, it would become an issue that they would take through the collective bargaining to binding arbitration or whatever in order to finally resolve whether they had a contract or not. There would be inquiries as to where the matter stood outside of a meeting. It would be up to administrative interpretation ultimately, perhaps another vote of the Council to clarify exactly where things stood. Once the parties sign contracts or take action in legal reliance upon what has been done, then they have legal rights that they can enforce even if you tried to re-vote.

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Mr. Killen: We have adopted a set of rules and procedures with Robert's Rules of Order as a guideline. We have no reason in the world to go into court and say that we were not aware if we could or could not do this particular thing because we have guidelines in front of us. If we are going to act in good faith we have to say that our rules do not cover this issue, what do we do? I go to Robert's Rules of Order book, you will go to a law book.

Mayor Dickinson: Generally, under Robert's Rules the question as to whether something is germane is a question for the majority vote of the body. Certainly a Chairman can rule something is out of order or won't entertain it and ultimately it becomes a vote of the majority whether or not they want to take up the subject. If the majority wishes to, the subject is taken up, a vote taken and then whatever happens from that action proceeds. I am not aware of how Robert's can control substance. It can control procedure but not substance.

Mr. Parisi: We are paying our Law Department a lot of money not to listen to them.

Mayor Dickinson: It appears to me what this states is "a motion to reconsider cannot be applied to an affirmative vote in the nature of a contract. When the other party to the contract has been notified of the vote". That means that you approved a contract, you notified the other party that you have approved it and then there is an attempt to reconsider and look to disapprove the contract. A negative vote cannot get you out of a contract. You have certain contractual obligations.

Mr. Killen: I don't agree with it but I'll stand by it.

VOTE: Holmes was absent; Bradley & Zandri, no; all others, aye. Motion passed.

Mr. Parisi made a motion to Reconsider the Paraprofessional Labor Agreement, Local 760, seconded by Ms. Papale.

VOTE: Holmes was absent; Bradley, Duryea, Zandri & Killen, no; all others, aye. Motion failed.

ITEM #12 Consider and Approve a Transfer of Funds in the Amount of \$45,429.00 from Contingency to Various Accounts within the General Fund - Personnel Department

Mr. Parisi: I would like to explain that the only reason that I presented this was that there were only 4 votes last time and my vote would have been the 5th vote in favor. But it is obvious that votes have changed. Otherwise, I would not have bothered bringing it up. Because I was absent, I thought that my vote would have some significance.

Item was withdrawn due to the negative vote of Item #11.

ITEM #13 Consider and Approve Merit Increases (11) - Personnel Dept.

Motion was made by Mr. Bradley, seconded by Mr. Zandri.

Mr. Zandri asked Mr. Sharkey to explain how the merit system works.

Mr. Sharkey explained that on the anniversary of hire or promotion a person is eligible for a merit anniversary step increase. The Personnel Dept. contacts the three members of the Merit Review Committee, Mr. Parisi, Ms. Papale and Mr. Holmes and a mutually agreeable date is set with them the department heads, Mr. Sharkey, Mr. Seadale. At that time a letter is sent out to the department head or supervisor, as the case may be, telling what the date is, the time and send them a merit review form listing a number of areas where they can rate the individual from needs improvement to above average, superior, etc. It takes into account a number of areas, not only how they do their job, how they interact with other people, how they deal with the public, whether they have been taking courses or training, etc. The department head fills this out, usually goes over it with the individual and brings the individual with them to meet the Merit Review Committee on that date. The Merit Review Committee spends about 5 minutes with the individual, then that person leaves, and they speak just with the department head or supervisor. At the end, they come up with an overall rating for the person. If you are going from minimum to step 1 or 2 you need at least an average rating to get the merit increase. If you are going to the 4th or final step you must have at least an above-average rating to merit the increase. The three panel members take in all the information from the department head and individual and then give the person an overall rating. If it is one of the two in question that's good then we prepare a voucher and form then to send all the right papers to the Mayor and get it onto the Council agenda. What happened in this case is that when the Management Study went into effect and these people got all of these various increases, the Personnel Rules and Regulations state that if you get any sort of an increase through a promotion or an outside agency, like this one with the Management Pay Plan, that represents a step or more, that becomes your new anniversary date. All of a sudden we have people who were previously spread out all during the year are now bunched up in January.

Mr. Zandri: Is step 5 to be considered the going rate for a particular position?

Mr. Sharkey: Stan Seadale has said to me and another number of people that the job rate is the maximum rate which is step 5 under this particular grouping.

Mr. Zandri: So are these increases considered automatic?

Mr. Sharkey: No. They are the only group that they are not considered automatic.

Mr. Zandri: If someone were doing their job they would be considered average?, is that the way the rating would be?

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Mr. Sharkey: For most of the people that we see, but to get to the 4th & 5th step, the last two in the the management contract, you would have to be above average to receive it. If your supervisor felt that you were still average after 2 years on the job, you would not get that 4th or 5th step.

Mr. Zandri: The reason that I am confused is because of the review system I work with at Northeast Utilities. To be rated above average you have to do something above and beyond something that is called or expected of you in your job description. If you are performing your job classification for your job description then you deserve the going rate.

Mr. Parisi: Mr. Zandri, you must remember one thing, you are living within the rating criteria that exists within the company that you work for as recognized by that company. This is the rating criteria for the Town of Wallingford as recognized by the Town of Wallingford.

Mr. Zandri: But I have problems with it.

Mr. Parisi: You can have them. But just to give the background on this is that normally, the people start out paid below the job level pay. Supposedly it was like a probationary period. This one takes 4 years for someone to get up to speed pay-wise. Technically, you start 4 steps under the rate you will end up in with the Town of Wallingford.

Mr. Zandri: I don't have a problem with the system. I have a problem with the way the rating works because, as I said, I would assume that if someone was doing their job, what is expected of them, they would automatically get their progressions to the going rate. The going rate is what is called for for pay for doing a particular job. To rate people above average, though that wording causes a problem with me and the reason is that, how can you have 11 out of 12 people being rated as above the average. That is the problem that I have.

Mr. Parisi: At that point, in all honesty, it becomes more of a question of semantics than anything else. If they have survived the first 2 years of their apprenticeship then you are more or less committed to them anyway. They are certified and within the system and takes an act of God to take them out.

Mr. Zandri: I don't have a problem with that. I don't see the reason to rate someone above average in order to get them to the going rate.

Mr. Parisi: Maybe it should be revised. Maybe it is too old. Maybe it is just outdated.

Mr. Zandri: Northeast Utilities performed a study of the review system to find that 80% of the people rated in one year were rated above average. They immediately turned around and revised that to be the new average. From that point on they are allowed only a certain percentage of people to be rated above average.

Mr. Parisi: The problem with this plan is that it states that you

have to rate someone above average for them to get to their 4th or 5th step.

Mr. Zandri: There is something wrong with the system.

Mayor Dickinson: But looking at it another way, it provides the latitude to not prove the merit. If all it takes is an average rating to get the last 2 steps, then it becomes almost automatic. If it takes an above average rating then if that person is not above average, then they would not get the final two steps.

Mr. Zandri: Do you have anything below average?

Mr. Parisi: Yes.

Mr. Zandri: I feel that as long as someone is performing their duties under their job description then they should be paid the going rate.

Mr. Sharkey: In looking at some of the forms you will see that in some areas the employee may need improvement but is outstanding in others. It is the overall rating that is then determined. If the employee knows that they have to do maybe a little more to get that last 1 or 2 steps and not just slack off, hopefully it gives them a little encouragement and the manager a little leeway.

Mr. Parisi: We have held some up for 6 months. Years ago there were no forms utilized. Perhaps over time the forms/system will be revised and right on target.

Mr. Bradley: I sat on the Merit Review Committee for 1 year. Reflecting back, that is one of the problems. I think that it is a system that is outdated to what is used in industry today. A lot of forms that came in had appropriate boxes checked with no comments. Other supervisors do a terrific job. I think that the entire system needs to be reviewed. On the Merit Increase, that applies to both union and non-union?

Mr. Sharkey: There are only 3 non-union members on steps. That is myself, the Deputy Police Chief and Mike Lamy. At this point, everyone who is non-union has to reach maximum. Those who are non-union and at maximum would receive a general increase year to year. They would not even be reviewed.

VOTE: Holmes was absent; all ayes: motion duly carried.

Mrs. Duryea: It was just brought to my attention that I voted on Item #10 and I should not have.

ITEM #14 Establish a Building Committee to Oversee the Repairs of the Community Pool and Authorize the Waiver of the Bidding Process and Use an R.F.P. to Hire a Design Consultant as requested by the Mayor's Office.

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Motion was made by Mr. Bradley, seconded by Mr. Zandri.

Mayor Dickinson stated for the record that the request originated from the Recreation Department.

Mr. Zandri asked how many people use the pool in the course of one season?

Stan Shepardson: On the average about 15,000. It runs according to the weather during the season.

Mr. Solinsky: How soon do you expect this work to be done?

Mr. Shepardson: It will vary. Once the Building Committee meets then a Design Consultant will need to present a plan which should take approximately 2 months. It will not only have to be designed but also approved by the State because it will be renovated in such a drastic fashion. Approximately March we will be coming before the Council again requesting funds to hire the Consultant to go ahead with their work. Cost estimates should be completed by the end of April, beginning of May. Once again, we will come before the Council at that time. There is a possibility that we will not open the pool this year. Perhaps we should go right into the project in the good weather and complete it all at once. The project will entail a lot of digging to replace pipes and once the fall arrives we can no longer be assured good weather.

Mr. Solinsky: How much does a pool tag sell for?

Mr. Shepardson: \$5.00 for anyone who is 5 years of age or older.

Mr. Parisi: Why do you have to have an R.F.P.?

Mr. Shepardson: That is just to waive the bid. That is to get the proposals in. We feel that the pool is very unique and for me to try to go out and try to put something together to put out a bid, I just don't have that kind of knowledge. We will really be getting quotes from a number of different people. They will come in with a complete plan as to what they feel is necessary in order to improve the pool.

Mr. Parisi: Why don't you solicit help and have someone help you put together specifications? That is how the rest of the world does it when they don't have the expertise. Why is this pool so unique?

Mr. Shepardson: I could come up with my ideas and suggestions and they could be wrong. If you obtain an individual who is knowledgeable in this field they will want to be paid for it. I don't know of too many people who will be willing to give away such free advice.

Mayor Dickinson: It was expressed to me that the pool is one of the largest in the State. It is open air, heated by the sun.

There is also a wide variance in depth that it creates extremely different conditions for chlorine treatment. What the problem is is how to provide enough water movement throughout the whole pool with the varying depths of water to allow for the proper treatment to maintain an algae-free environment. This makes it very unique.

Mr. Parisi: With all due respect, the fellow who owns my marina can tell you how to circulate that water because he has to do it every year to keep the marina from freezing over. It is not as technical as everyone is making it out to be. I mean that sincerely.

Mr. Shepardson: It will not cost anyone anything until we hire the Design Consultant, if we do hire one.

Mr. Parisi: I have a problem with R.F.P.s.

Mr. Killen: I concur. How does one draw up an R.F.P. as opposed to a bid?

Mr. Shepardson: We are going to ask that the individuals come in with a design for solving the problems with the pool. That is basically it. Then it will be his responsibility to come in and present this design. Again, it is not costing any money at this time until such time as we decide that this is the design that we want to go with. Then we hire that consultant. Until that time there is no money involved.

Mr. Killen: You have to be somewhat more specific than that.

Mr. Shepardson: We are not looking for anything other than what meets our needs. We are looking for something that will do the job, keep the water clear, keep the pool movement, take the skimming situation that is on the surface, get rid of that, still get the flow of the water, get the chlorine and chemicals in there and that is the kind of job that we want done.

Mr. Parisi: There are your specifications. You just wrote them.

Mr. Shepardson: Again, I don't know the size of the pipes...

Mr. Parisi: You are not supposed to know that.

Mayor Dickinson: Keep in mind, that with public bidding, the low price is it. There is absolutely no latitude to award to other than low bidder unless it comes back before the Council to award to other than low bidder. If public bid, it must go to the low bidder unless it comes back to the Council with a recommendation stating why it should not go to the lowest bidder.

Mr. Parisi: If he doesn't like the bid and can find a reason, like the Council Secretary did, come before the Council and made one fine case the bid can be waived.

Mayor Dickinson: It comes down to legal interpretation of those specifications. If that low bidder is able to make a case out of it, you got a lawsuit. With an R.F.P. you avoid that lawsuit exposure.

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Mr. Parisi: We cannot stop bidding altogether because of lawsuits.

Mayor Dickinson: Usually when we go for architects or for designs for the study of the Electric Division, it is usually all done with R.F.P.

Mr. Parisi: I disagree with R.F.P.s. I think that they are just a side step of the bidding process. I really do.

Mr. Killen: R.F.P.s are violations of our bidding process and we do it constantly. I don't know when it will come to an end. I am beginning to wonder why we have a bidding process if it is not absolutely necessary. R.F.P., as I understand it could be the epitome of what we want. The public can get shafted. I don't understand this process.

Mr. Shepardson: This is the first time I have ever asked for anything like this. In the 23 years I've worked for the Town I have always gone out to bid, in this case I don't feel qualified to do it. That is why I have come before you.

Mr. Bradley made a motion to Establish a Building Committee to Oversee the Repairs to the Community Pool to Consist of the Following Members: John Walworth & Charles Johnson of the Park and Recreation Commission; Sal Falconieri of 281 Grieb Road; Steve Knight of 289 Ivy St. and Bill Choti of 44 Lincoln Ave. Seconded by Mr. Solinsky.

VOTE: Holmes was absent; all others, aye; motion duly carried.

Motion was made by Mr. Bradley to Waive the Bidding Process and Use of an R.F.P. to Hire a Design Consultant, seconded by Mr. Parisi.

Mr. Solinsky: I have no problem with the R.F.P., we just did it tonight with the Electric Division Study. We do it when we need it.

Mr. Gouveia: How much would it cost you to find someone to write the specifications for you?

Mr. Shepardson: This is what we are doing here. The Design Consultant would be the individual who would be writing the specs.

Mr. Gouveia: There is no one in the community that could do this for us?

Mr. Shepardson: Not that I know of.

Mr. Killen: Where are the funds originating from?

Mr. Shepardson: The money could come from my budget for the Design Consultant if I didn't open the pool.

Mr. Killen: Is your decision as to whether or not you open the pool predicated on his design?

Mr. Shepardson: It is predicated on whether or not we will have time. If we lay a new surface it will require at least 6 months before it cures and we are able to paint it.

Mr. Killen: Do you have any idea as to what it will cost for the design phase?

Mr. Shepardson: Maybe \$15,000.

VOTE: Holmes was absent; Parisi, no; all others, aye; motion duly carried.

ITEM #16 Discuss and Approve the Waiver of Interest Charges on a Personal Property Tax List Appeal - Town Attorney

Motion was made by Mr. Bradley, seconded by Mr. Zandri.

VOTE: Holmes was absent; all others, aye; motion duly carried.

Motion was made by Mrs. Duryea to Reconsider Voting on the Para-professional Contract, seconded by Mr. Parisi.

Ms. Papale asked if everyone would feel better if it were placed on the agenda of a future meeting?

VOTE: Holmes & Solinsky were absent; Bradley, Zandri & Killen, no; all others, aye. Motion failed.

Mr. Parisi left at 1:00 P.M.

Mr. Killen read correspondence into the record from Charles F. Dev. President and Principal of Choate Rosemary Hall to Mrs. Uria Fishbein thanking the Public Celebrations Committee for their gift of a black granite bench in honor of their centennial.

Mr. Killen also read a letter of correspondence to Albert E. Killen from Jack L. Barbera, Deputy Chief of the Wallingford Auxiliary Police informing Mr. Killen of his decision to retire from the department.

Both items of correspondence were noted for the record.

Motion was made by Mr. Bradley to Adjourn the Meeting, seconded by Ms. Papale.

VOTE: Holmes & Parisi were absent; all others, aye; motion duly carried.

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Addendum #1 Report out from the Comptroller Regarding the Issuance of \$4,400,000.00 Town of Wallingford General Obligation Bonds

The recorder experienced a lengthy malfunction and only a part of Mr. Myers's report was taped.

He explained that it has taken a number of years to build up the trend of keeping our rates competitive and the Town in a good, strong financial position. We are recognized for this. We have strong revenue streams in the utilities. He hoped in the future that the Sewer Division would be self-supporting. The Town is very much respected for its credit rating and flexibility in its financial abilities. A lot of hard work and decisions have gone into the financial status the Town has achieved, and Mr. Myers feels that a good deal more will be required to maintain the Town's status. The Town is a cut above other municipalities with its reputation. The Comptroller thanked the Council for its time and interest in the matter.

Motion was made by Mr. Bradley to Adjourn the Meeting, seconded by Ms. Papale.

VOTE: Holmes & Parisi were absent; all others, aye: motion duly carried.

There being no further business, the meeting adjourned at 1:16 A.M.

Meeting recorded & transcribed by:

Kathryn F. Milano
Town Council Secretary

Approved by:

Albert E. Killen, Chairman

Date

Kathryn J. Wall, Town Clerk

Date

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ATTEST *Kathryn J. Wall*
TOWN CLERK