

TOWN COUNCIL MEETING

JANUARY 24, 1995

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, January 24, 1995 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Thomas D. Solinsky at 6:35 P.M. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall. Mayor William W. Dickinson, Jr., Corporation Counselor Adam Mantzaris and Comptroller Thomas Myers were also present. Town Attorney Janis M. Small arrived during executive session.

The Pledge of Allegiance was given to the Flag.

ITEM #2a Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes with Regards to Strategy and Negotiations with Respect to Pending Workers Compensation Claim of Martin Rigoulot v. Town of Wallingford

ITEM #2b Executive Session Pursuant to Section 1-18a(e)(1) of the CT. General Statutes with Regards to the Appointment of a Public Officer

Motion was made by Mrs. Duryea to Enter Into Both Executive Sessions, seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

Present in the executive sessions were all Town Councilors, Mayor Dickinson; Atty. Mantzaris; Robert DeMarco\* and Barbara Chayer\*.

\*Only present separately during Item #2b's session.

Motion was made by Mrs. Duryea to Exit the Executive Session, seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.

WAIVER OF RULE V Motion was made by Mrs. Duryea to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Authorizing the Town Attorney to Settle a Claim for the Town of Wallingford, seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.

Motion was made by Mrs. Duryea to Authorize the Town Attorney to Settle the Case of Martin Rigoulot as Agreed Upon in Executive Session, seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.

ITEM #3 Consider and Approve One Appointment to the Position of Regular Member on the Planning & Zoning Commission for a Term of Five (5) Years to Expire January 8, 2000

January 24, 1995

Motion was made by Mrs. Duryea to Appointment Rosemary Rascati to the Position, seconded by Mr. Gouveia.

VOTE: All ayes; motion duly carried.

Kathryn J. Wall, Town Clerk, performed the Swearing-In Ceremony at this time.

ITEM #4 Consider and Approve One Appointment to the Position of Alternate on the Planning & Zoning Commission to Fill an Unexpired Vacancy (Upon Appointment of Current Alternate to Regular Member of Said Commission) for a Term to Expire 1/8/96

Motion was made by Mrs. Duryea to Appoint Robert DeMarco to the Position Subject to a Three Week Waiting Period. Absent any action of the Council on this issue after such time, Mr. DeMarco will be sworn in. Seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.

ITEM #5 Consider and Approve One Appointment to the Position of Regular Member of the Zoning Board of Appeals for a Term of Five (5) Years to Expire January 8, 2000

Motion was made by Mrs. Duryea to Appoint Barbara Chayer to the Position Subject to a Three Week Waiting Period. Absent any action of the Council on this issue after such time, Ms. Chayer will be sworn in. Seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

ITEM #6 Consider and Approve Rescinding the Appointment to the Position of Alternate on the Inland Wetlands Commission Made at the January 10, 1995 Town Council Meeting

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

It was explained by Chairman Solinsky that the Code of Ethics of the Town of Wallingford prohibits the members of the Planning & Zoning Commission and Zoning Board of Appeals from engaging in the selling, purchasing or leasing of real estate while serving on said board or commission. The Inland Wetlands Commission was not yet in existence at the time the Code of Ethics was established. The Council prefers that this issue be clarified with regards to the Inland Wetlands Commission prior to appointing an individual to its membership who holds a current, active real estate license. Wayne Wright was appointed by the Council at the last meeting, subject to a two week waiting period during which time the Council discovered that Mr. Wright does, in fact, hold an active real estate license. Mr. Wright did disclose the nature of his employment during the time of application for appointment, however, the Council realized later that this could potentially result in a conflict.

VOTE: All ayes; motion duly carried.

January 24, 1995

ITEM #7 Consider and Approve Granting Permission to the Korean Veterans Memorial Committee to Install a Monument in the Area of the WWII Monument at the Town Hall

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

ITEM #8 Consider and Approve a Transfer of Funds in the Amount of \$127,668 from Contingency General Government Acct. #001-8050-300-3230 to Various Accounts Within the General Fund - Personnel

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Two and one-half hours of discussion took place on this issue during which time nearly all of the Councilors expressed their frustration with the binding arbitration laws of the State (similar discussion took place at the Town Council Meeting of December 13, 1994.) Councilors feel that the union has nothing to lose by going to binding arbitration, it is a win/win situation for them while the Town is held hostage to the arbitration process. Although the Council did acquire a simple majority (5) vote to reject the contract, binding arbitration laws require a two-thirds majority (6) vote to formally reject it. Given the facts by Acting Personnel Director, Thomas Sharkey and Mayor Dickinson that by going to a second arbitration panel the Town would not only incur a \$10,000 fee to do so but the entire contract would be open to review by the second panel which could possibly result in a more costly outcome for the Town.

By failing to approve the transfer to fund the arbitration award, salary accounts budgeted for the fiscal year for those managers in this bargaining unit will run out prematurely, thus resulting in lay offs that for some begin as early March.

Mr. Zandri asked what the legal implications of the Council's actions are?

Attorney Janis Small informed the Council that it is her opinion, as well as three outside attorneys she consulted, that the Town is mandated by State law to fund this contract under the current situation. When the Council failed to reject the contract, at that point in time it became legal, enforceable and binding on the Town of Wallingford. State Statute indicates that the Town shall appropriate funds for the contract. In terms of not liking the arbitration process the only recourse to take is to contact State administration who may be more receptive to the Council's views in terms of statutory changes. Aside from that, with respect to this contract it is enforceable and binding on the Town. The Town does have management rights to lay off, however, based upon the action taken by the Council and the failure to reject the contract, the consequence of the lay off under the factual circumstances that the Town has would be viewed, in her opinion as well as the three other attorneys, as being in direct correlation to the Council's dislike of the arbitration decision and the failure to obtain the necessary votes to reject it. The Town does not have a legitimate argument that a lay off is a proper and necessary consequence of that arbitration award.

January 24, 1995

Come budget time the Council has the option of consolidation and/or elimination of positions. The decision to do so will be based on the financial circumstances and necessity of the position(s). It can legitimately be addressed at budget time. It should not be in specific retaliation, however, for an arbitration award.

Mr. Zandri felt that job security is worth something at the bargaining table. Unfortunately with the arbitration system that the Town is faced with, the laws are, in the opinion of most Councilors, favoring the unions.

Mr. Rys stated, under State Statute #7-740 the Town is obligated to fund the contract. If it fails to do so other repercussions can follow. He asked Atty. Small to elaborate on those repercussions.

Atty. Small responded, under a number of State Statutes the Council would be liable for failing to act in bad faith, failure to honor a contract award, etc. The consequence would be that the Town would be unsuccessful in defending a prohibitive practice action and the union would be entitled to receive the pay they were due, any interest associated with those funds, attorney's fees and a possibility of being awarded a punitive penalty for taking the action.

Mr. Rys also raised the point that certain employment positions of the Town are required by State Statute, Fire Marshal is one.

Mr. Gouveia, in referring to the list of condidates effected by the lay off, informed Thomas Sharkey, Acting Personnel Director that the Council is the appointing body of the Town Clerk and therefore the only body who can exercise the option of laying that individual off. This is the only contract, in his history on the Council, that he has voted negatively against and he has done so twice with this matter. He did not take that action lightly. For twenty years he has been a union activist and officer of his union. He currently sits on the executive board of his union and has a great deal of affinity for unions. The reason he voted no on this contract was that, in the words of one arbitrator, "it is an unbelievable and outrageous contract". He added that it is also obscene and blasphemous. Five years ago, the budgeted amount for this union was \$1.6 million. Fiscal year 1994-95 exhibits a budget of \$2.9 million for the same union. Five years ago the average pay in this union was \$33,800., today it is \$55,000. These salaries are being given at a time when everyone is trying to "reign in" the runaway costs of contracts. He was not afraid to vote no on this contract even if it means violating the State Statutes. This Council did not think twice when they voted to violate the Constitution of the United States and take the property rights of 130 people in this town (Rights In Deeds Case). He explained the contract requirements as follows: thirty-five hour, five day work week; BC/BS Century 96 Health Insurance Plan with a \$5.00 deductible; \$1 million Major Medical Plan with \$100 deductible; full service dental plan; full prescription rider (new this year and only the second out of twelve Town unions to receive it); \$5,000 paid up life insurance; \$50,000 term life insurance (no other union in Town receives even a \$25,000 life insurance); vacations - up to fifteen years, 6 weeks; sick pay - 1 1/2 days per month with a total accrual

January 24, 1995

of 138 days (an increase from 120 days); funeral leave of three to five days; twelve paid holidays; longevity \$300 per year from five to ten years of service; from ten to fifteen years, \$400 per year; fifteen to twenty years, \$500 per year; above twenty years, \$600 per year; on-call duty pays \$175 (\$25 increase); increase this year of 3.75%, add that to the steps received by some brings that total increase to 8.75%; the 457 Tax Deferral Plan, no other union in this Town knows what a tax deferral plan is and we don't know what the impact of that plan will be to the Town.

Mr. Killen stated, the Council funded the salary accounts for a fifty-two week year. He stated that the new salaries as dictated by the new contract cannot be paid to the managers until the transfer is approved by the Council, therefore the employees should still be earning their pre-contract wages for the remainder of the year and no lay offs would be necessary. He interpreted the action as a violation of the Town Charter.

Mayor Dickinson disagreed by saying that the Charter states that funds cannot be paid that are not budgeted. Once the contract became effective the pace at which the money went out of the account was quicker than anticipated. At the point it runs out we cannot employ the individual in question.

Mr. Zandri asked if those union officials present were willing to re-negotiate this contract?

Wayne Gilbert, Director of the CT. Labor Union, Chief Negotiator in the contract stated, it is not a matter of re-negotiations, the way the States work, if you go to binding arbitration, if you didn't like the contract you had the right to turn it down then it goes to second binding arbitration. There are no provisions in the Statute for re-negotiations. There would be an opportunity at a subsequent time, however, if you take a look at your budgetary requirements for the next fiscal year to then sit down with the unions and talk to them about other situations.

Mr. Zandri wanted to know before sitting down to budget hearings whether or not the union is receptive to re-negotiate. If it comes to waiting until budget he, personally, will take action to make up the dollar amount with permanent lay offs.

Mr. Gilbert stated that a lot of Towns do ask that the unions come back in during budget to work on cost cutting measures. He, however, cannot authorize a statement tonight that they are willing to do that and the reason for that is that it is a very democratic union and the membership has not had an opportunity to sit down and discuss those alternatives. There hasn't been dialogue between the union and Town other than through your appointed Town Attorney for negotiations and the Personnel Director. We feel that there should be a lot more dialogue, this should not be an adversarial relationship. He stated that some of the representations made on the contract were not accurate and were misleading or a simple misunderstanding of the contract. All of the areas referred to where not areas of contention concerning the binding arbitration award. It was not the union that

January 24, 1995

won this award, it was this Town Council that set the precedent for this award in September when you accepted the award of the AFSCME bargaining unit here in Town. When you did that it gave us the opportunity in binding arbitration to go to the panel where there is a State appointed neutral serving as Chairperson and make the argument that this Council has already set the financial requirements and ability to pay for the Town of Wallingford by the financial standards set in that award. It was certainly reasonable and logical for the union to do. This union was willing at the bargaining table to negotiate lower rates of pay for job security. We could not get over that hump in the process of collective bargaining for, whatever reasons, you have to talk to your own advocates at that point and ask why they were not authorized to negotiate along that set of terms. The union was very interested in doing so. If that were the case, this negotiated settlement would have had less financial impact to the Town and greater job security for this bargaining unit.

Mr. Zandri stated that lay offs are the only fight the Town will have in order to obtain reasonable contracts.

Mr. Gilbert stated, it is not unions winning most of the cases, unions are losing sixty percent of the issues. The Town's negotiator did not attempt to negotiate along the lines that this Council is expressing it would have wanted him to. If he did it would have been a much different agreement and it would not have gone to binding arbitration. This union does not wish to go to binding arbitration. Binding arbitration, when the Council rejects it, does not come out worse, contrary to what the Council believes it to be. The Town is the only party that can reject the contract and send it to a second arbitration panel. It may have come out the same but it cannot come out any worse. The union cannot argue for a higher pay increase, for instance.

Mr. Zandri explained to Mr. Gilbert what was explained to the Council at the December 13th meeting which was, it was an additional expense of \$10,000 to the Town to go back to second arbitration, we could potentially lose on items that could potentially cost the Town an additional \$65,000/yr. over and above what is sitting in front of the Council tonight on the table. As it was, that particular contract was rejected by a simple majority of the Council (five votes). The only reason that it passed was because this action required two-thirds vote (six votes). It was not the majority of the Council who was in favor of this contract, simply four. It was also people on the Council who spoke against the contract who voted for it only because of the scenario painted to us regarding the \$10,000 fee and the potential of losing an additional \$65,000 every year, not just one year. The Council is also not allowed to get in on the negotiations of these contracts. That happens between the Mayor's Office and Personnel. The only time the Council gets it is in its end result.

Mr. Gilbert stated, the union does not care to get involved in a lengthy legal battle that will drain the Town's limited resources and it doesn't do much for the union treasuries either. It is our opinion that the Statutes clearly state that the Council must fund the binding arbitration award. The fact that it did not get your approval, it

January 24, 1995

also did not get rejected by the necessary two-thirds vote. It therefore became an absolute award and was binding on the parties. The union has already filed an unfair labor practice to represent its member's interests. There is another statutory clause which states, if an arbitration award is not complied with the union can take it into court and seek double damages.

Mr. Gouveia stated, he felt that it is not necessary to see anyone laid off not even for a week, however, somehow the needs of the taxpayers have to be met. This contract does not come close to meeting the needs of the taxpayers. Four years ago some members of this union got an increase in excess of \$10,000 in one year. It is outrageous to think that in today's climate these highly compensated employees sought and were awarded additional benefits that no one throughout this Town had, its irresponsible. The unions should start thinking about the contracts that they negotiated because the Town has been very good to them.

Mr. Zappala stated he was one of the Councilors who voted for the contract as stated before. He voted for it not because he liked it but because the person that the Town hired to negotiate the contracts could not give us other alternatives. He showed us that it would be more costly to go back to arbitration where we could lose more than we could gain. He voted against the transfer to make a statement and was unaware of the circumstances that the action would bring about. He still remains unhappy with the contract and to see that raises such as these are being given with the economy in the state that it is, is appalling. After seeing what has happened he will have to vote in favor of the transfer even though he is still unhappy with the contract.

Mr. Knight stated that he spent a great deal of time thinking about what the impact of this issue was on the community as well as the individuals involved. This is a system that is very carefully structured against the towns and for any collective bargaining unit. We are not talking about unskilled or semi-skilled employees that would be subject to capricious dismissal by an arrogant and overbearing employer. We are talking about a community who has had the good foresight and management to manage to have the financial ability to meet its obligations. Because the Town is well-managed and the people in this community pay their taxes on time and work to do so, when it comes time to determine what the employees will be paid in this Town, we get our noses rubbed in it because we accepted an arbitration award last fall for the same reason that I voted to accept the arbitration award before...because it was explained to the Council that we could do worse and not much better. What the employees are witnessing here tonight is the utter frustration by this body that we don't have any control over the destiny of six percent of the Town's budget to a great degree. The system is structured as such to weigh heavily in favor of those people with whom the Town must bargain. No one on this Council is questioning whether the people in this bargaining unit have the right to a fair wage or benefits but the operative word here is fair. The State Statutes quoted this evening written by our legislators continue to back us further and further into a corner. It should be understood by everyone who is covered by

January 24, 1995

this agreement or effected by decisions made by this Council tonight that it is a system that must be changed and every taxpayer in this community has to think very hard about who is being sent to Hartford to do business for us.

Mr. Rys stated that he voted not to reject the contract due to the facts presented to the Council in December regarding the vulnerable position the Town could be in with the second arbitration panel. The Council was told that all issues in the contract could be re-opened by the panel. He stated that he received nine phone calls on this issue and of that number eight were under the impression that the Town did not have the funds for this transfer. He referred them to the budget book, specifically the contingency account which did have funds set aside in it for contract awards. No specific amount was set aside for this award for there was no way of knowing what the raise would be. It has been proven to the Council this evening that the contract must be funded. He did not receive any complaints from taxpayers asking the Council not to give the raise to the employees.

Ms. Papale stated that all Councilors are in agreement that they do not like the contract. She admitted that the wages of municipalities, not just Wallingford, many and all in the State government are high. She asked Mr. Sharkey to explain how he arrived at placing the names of the employees on the list of potential lay offs?

Mr. Sharkey explained that there was an attempt...this is simply a proposal and not carved in stone, that in a given department where there is more than one manager, you would try to keep the department head. Some departments only have one manager.

Ms. Papale stated, the Town may gain something in this matter but stands to lose a lot more. She pointed out that the unemployment funds to pay for the people who will be laid off come out of the Town's unemployment fund. There is a total of \$13,000 currently in that fund which is not nearly enough. She added up the figures of what it would end up costing the Town in the long run for this action, i.e., \$127,000 for the transfer, \$40,000 for the prohibitive practice fine, the unemployment compensation funds, etc., for the purpose of proving that it would be more costly to the Town in the long run. She will vote in favor of the transfer this evening even though she believes that the union is asking for too much and the salaries are too high.

Mr. Solinsky stated, on behalf of the Council, it is not their thinking that the union does not deserve any raise, they feel that the first year increase of 3.75% is too high. The Council tried, theoretically, to set a cap on all contract increases at 3%. He asked, assuming the dispute is the .75% increase in the first year, what does that come down to in dollars? He figures that to be \$25,000. He asked everyone to keep in mind what is being disputed here, it is not the entire amount that the Council does not want to transfer.

Mr. Sharkey stated, the .75% is equivalent to \$21,000-\$22,000.

January 24, 1995

Mr. Solinsky went on to say, it is not a "statement" that he is trying to make by voting against the contract. He feels that he has a responsibility to the people in town; the people who worked for SNET who no longer work for SNET; the people who can't pay their rent; the people who don't worry about 3.75% or 3.%; the people who are worrying about having a pay check at all; those are the people he represents. He has nothing personally against anyone who's name appears on the list. He has received calls referencing employees on the list who come in early, work hard and stay late, it is not (anything personal) with these people. He has a responsibility to hold down costs. Every time a contract comes before the Council they get up and bark and then lays down and plays dead until the next contract. We do nothing. We need some cooperation from the union to come closer on this. We are not talking about a 0% raise and why should the prescription rider be awarded?

Mr. Gouveia stated, he believes firmly in binding arbitration, however, what Mr. Solinsky said is true, too often this Council talks hard and votes weak. We look at the binding arbitration as the scapegoat when, in reality, we (Council) don't have the courage to reject the contract. That is the bottom line. We did not have the votes to reject the contract. Let's stop talking tough and voting weak. This would be a very easy vote to make if we didn't vote our conscious for it is not our money. We must, however, look out for the benefit of all taxpayers in town.

Mr. Zandri stated, he will vote to approve the contract only because he did not want to openly violate the law. He recommended that the union contact either himself or other members of the Council prior to the start of budget process because one way or another he will try to make up the difference of this dollar amount next budget workshop. That is a promise.

Mr. Solinsky asked Mr. Zandri how he intended to make up the money?

Mr. Zandri responded, by laying off two or three people, what ever it takes.

Mr. Solinsky stated, it is better to spread it around than to eliminate positions. We will box ourselves in so that we hurt people.

Mr. Zandri responded, unfortunately when you are backed into a corner that is what happens. He is open for suggestions but somehow the money is going to be made up.

Mr. Solinsky stated that he believed this item should be tabled for one month to speak with the union. He wants to avoid lay offs now and in the next budget year.

Mr. Zandri agreed.

Mayor Dickinson stated, the heart of the matter isn't whether five or six people are employed, it is, why are we here at all? We are here to provide service to the community. If we are over-staffed, that is a separate issue. That has to be analyzed as a separate issue,

January 24, 1995

regardless of what the union contract is. The contract issue stands on its own, it is a valid contract. He was not sure we could gauge where the true impact would be due to the "bumping" effect of the employees.

Mrs. Duryea stated, the Council has nothing personal against the employees who are seeking the raises. The Council did try to hold the line on raises starting a few years back by requesting a 3% cap on the salary increases. The Council's concern is to protect the taxpayers in the Town, the senior citizens who are using their savings to survive, not just to live and enjoy life but to survive. We are not taking away jobs, just asking everyone to hold down the raises. Town Hall is wealthy, the community is not. People in this town go off to work each day not knowing if they will have a job by the end of the day. Some have had their wages "frozen" for quite some time, others have less than a 2% increase granted them for the year. The Council is not saying these employees here tonight do not deserve a raise. Their work performance is wonderful. We have been trying to get a message to the unions, negotiators and arbitrators to hold the line. This is a last ditch effort to get our point across. She voted against the contract due to the 3.75% raise in the first year and also due to the prescription rider. It is sad to see that it had to come to this point.

Mr. Zappala stated that we need stronger negotiators. He recommended that the Mayor and Acting Personnel Director get rid of the negotiator that we currently have and get someone who cares more about the taxpayer. This should never have come to this.

Mr. Gouveia suggested amending the transfer to the amount of \$10,000, tabling the item and try to come to some resolution within one month's time. This will allow for funding of the individual's salary for one month who is in the most jeopardy and is scheduled to be laid off in February. This offers an olive branch to the union. If nothing comes of it, at least it was a peace offering to try and resolve the issue.

Mr. Gilbert stated, under these conditions he cannot accept that offering. It is not appropriate for the Council to say that they are going to disregard the law of the State and the union should then come in and re-negotiate the package with the Council. If the contract is funded as is should be then the union would be able to talk with the Council at a later date. The union is prohibited by law to come directly to the Council. Under the Statute the Mayor is the C.E.O. of the Town. The union can only talk to the Council in terms of collective bargaining issues only with the Mayor's permission, otherwise he would be violating the law by talking to some or all of the Councilors. In a court case which involved the City of Putnam, back in 1974 (decision #1231) a decision was rendered which clearly stated that the legislative body, upon the submission of an agreement, may approve or reject the request for funds necessary to implement it but the legislative body may not substitute its version for the arrangement by establishing rates either for the whole agreement or in piece meal fashion.

Mr. Knight asked Mr. Gilbert to outline the course of action the union will take if the Council fails to approve the transfer tonight.

January 24, 1995

Mr. Gilbert explained that a municipal prohibitive practice claim has already been filed; the union will then proceed to court and request that the court adopt the arbitration award and enforce a contempt order against the Town for failure to comply with that award; the union will seek double damages allowed by State Statute and any/all legal fees involved with this case should the union be successful in that venue. If there is any other legal recourse to take, the union will also take it.

Mr. Knight stated, there was no olive branch being offered from the union to the Council in this matter at any point. The above listed course of action is in no way an olive branch to the Town.

Mr. Solinsky pointed out that what actually appears as a \$55,000 salary is in essence a \$70,000+ salary when you add the value of a \$10,000 yearly health insurance premium and a \$5,000 yearly pension contribution to it.

Peter Struble, Asst. Fire Chief spoke of the importance of his position to the department with regards to training of staff, impressing upon the Council the impact their action will have to the Fire Department. He urged the Council to pass the transfer.

Sam Levchuk, 104b N. Turnpike Road, State employee, stated that he agrees, he sees the need for cutbacks. He agreed with Mr. Gouveia that compared to a State contract, this contract is outrageous. In all fairness, however, to lay these people off is not the way to go. Honor the arbitration award, meet with the union before the next budget session and come up with cuts in services that can be reasonably made, offer the unions the option of re-opening their contracts before budget and ask for concessions. In today's economic environment this contract and government contracts are outrageous, he admitted it as a government employee, himself.

John Bruce, Youth Officer, Wlfd.. Police Dept., President of CILU Local #17 stated that the local is looking to bring their working conditions more in line with others who work for the Town of Wallingford. Wallingford has been good to Mr. Bruce and his family and he has tried to reciprocate by providing quality and appropriate service to the families of this Town. The employees in this union since 1983, with its inception, have attempted to take the lead in working with the administration in areas of mutual concern. Ten years ago we felt that eighteen sick days with a ninety day cap was a little too much to accrue with too little cap and could possibly contribute to misuse and abuse of sick time so they reduced that number to twelve days per year. The Town never pulled anyone else through that door of twelve days. The Board of Education middle management counterparts received twenty days per year and accrue to two hundred days. There is no overtime for this unit. This unit pays seven percent into the pension and not five like the rest. During the last negotiations this unit offered seven percent, thinking it to be a reasonable number. The expectation may be that our pension is a little better but not exactly. It is exactly the same as the other employees who contribute five percent with the exception of the spousal benefit. Our spousal/survivor benefit is five percent less. With regards to the

January 24, 1995

medical plan, this unit does not have a prescription plan until now. We no longer have a \$300 home and office deductible, we now have \$100. We have people in this unit who are on call and must carry beepers. They must respond within thirty minutes when called. That restricts where they go and what they do. Only two contracts ago we were not paid anything for on call time but we worked along side of people who carried beepers and were paid ten hours pay for carrying their beeper. He was disappointed too that this contract went to binding arbitration. This unit identified primary issues such as looking at the comp. time issue of Monday to Friday and an attempt to codify that. Our contract calls for time and one-half hours off on Saturday, Sundays and Holidays. It does not address Monday to Friday. We have many members of the unit who will never work..or it would be a rare exception when they are called to work on a Saturday, Sunday or Holiday. Some department heads allow time off, some don't. Some take the position, "if it is not in the contract, you don't have it." Our retirement age is sixty-two for this unit or thirty years of service. Prior to that we pay a six percent penalty for each year we go out early. When someone retires at sixty-two they are going to be looking at a full medical payment from sixty-two to sixty-five. We suggested paying one-half of their medical with an employee contribution. Looking at our employees and potential retirees, we felt that a two dollar contribution, per member, with sixty members would more than cover and leave a balance at the end of the first contract and we would then address what it might take to continue to have a union funded, half payment for retirees with their medical insurance. Also tacked to this was the stipulation that the employee had to work for the Town twenty years. The answer was "no" as was the answer to the comp. time issue. The next identified issue was no co-pay. We violated that right away by putting a 5% co-pay on the table and we did tie that to bringing our insurance in line with what the AFSCME unit gets. The response to that also was "no". In private industry one of the first questions asked by the Personnel Department upon employment is whether or not you want to join in on a 401K plan? If you work at the Board of Education you will be asked if you would like to be involved in the 403B compensation plan? We have asked the previous Director of Personnel and are continuing to ask, why can't we have a 457 Deferred Compensation for Municipal and State Employees Plan? We were told it is a benefit even though it is our money, negotiate it. We tried again in negotiations and were told, no. He offered the option of placing a two percent increase in wages and one percent in a 457 plan for all three years of the contract knowing that the Council would be looking for three percent. That results in three percent of wages going into the 457 plan which helps that retiree with their insurance when they retire. Again, the answer to that was no, but we did find that in the binding arbitration award. Eighteen sick days was not a priority for this unit, however when it was negotiated away ten years ago we now have sixty percent of our bargaining unit who are new employees so they are not at maximum sick time and they have been supervising people who have been getting eighteen days a year while they got twelve, some begin to ask, why? So we put it in there and it was awarded. The life insurance policy in the amount of \$50,000 is term insurance, one of the cheapest you can buy. Our counterparts at the Board of Education have \$100,000 term insurance and have had that for the past twenty or so years. Steps have nothing to do with this issue yet it seems to come up every four years. He

January 24, 1995

has heard both the past Personnel Director and current Acting Director state that there is an entry level to every position and four steps. Until a person reaches the fourth step, they are a bargain. Reference has been made to the management study. It was not requested by management but by the Town, themselves in an attempt to bring management and supervisor's salaries in line with what was offered in other towns as well as the private sector. Many people have suffered unnecessarily and don't deserve the consequence for their service to the Town so he looks for a speedy return in having them go back to their duties.

Louis Sparico, 14 Johnson Road spoke in favor of the managers. The Fire Department equipment was in sad shape a few years ago and the department could not get a new truck. Now, finally, we are getting new vehicles. He spoke on behalf of Pete Struble, Asst. Fire Chief attesting to the important role he plays in the training of the department. If the Council tables this item only the Town of Wallingford and the people the Council is trying to protect will go down.

Mrs. Duryea stated, any of the volunteer firefighters present this evening know that it is this body (Council) who fought to make sure that adequate equipment was available to the fire department. We fought hard for that equipment. If you remember back a few years ago one fire department was granted half a truck by the Mayor and the Council fought for that. We do appreciate every one of the firefighters, we do appreciate every manager and person in this audience tonight.

Pasquale Melillo, 14 Haller Place stated that the item should be tabled and resolved without lay offs.

Tim Sweeney, 15 Nod Brook Road, Volunteer Firefighter stated that he has witnessed a tremendous growth in the fire department in this Town due to the training from Asst. Chief Struble's office. He urged the Council to come to a decision this evening so that the employees can get on with their lives.

Diana Hotchkiss, 38 Clifton Street spoke of her husband's erratic employment over the past few years with Pratt & Whitney and how he has been transferred and uprooted many times in his employment with them. Job security no longer exists for employees of the firm and there is no telling if a paycheck will be coming from one week to the next. She was of the opinion that the employees of the Town have no idea what it is like in the "real world". She stated that the Council should be more involved in the negotiations and get their act together when voting on this type of issue.

Tony Cervero, 100 Hanover Street stated that the Council should have voted to reject the contract if it was not happy with the terms.

Mr. Gouveia pointed out that five of the Councilors voted to reject the contract and also voted against funding the contract. Most of the Councilors stayed consistent with their vote. Normally a simple majority of five votes defeats any action, hence, the failure for the

January 24, 1995

transfer to pass. The binding arbitration laws, however, require six votes to reject the contract.

Tom Wall, 963 Northrop Road stated that it amazed him that the Council did not have a clue as to what was going on in the negotiations with the contract.

Mayor Dickinson stated that efforts were made to try and inform all the Councilors of the particulars around the contract. There have been sessions when the negotiator has met with the Council to obtain general ideas and concepts of the Council. Those ideas and concepts are implemented through the negotiations. Anyone can sit in on the negotiations but practically speaking it is difficult since most of the Councilors work during the day when the negotiations take place.

Mr. Wall stated, at the last meeting the Council violently opposed a transfer of funds because it was not legal. The opinion tonight is that this action (failure to fund the transfer) is not legal so he urged the Council to do what was right.

Mrs. Duryea pointed out to Mr. Wall that the previous Council as well as the one before last have talked to the negotiator personally and have told him what the Council would expect him to go to the bargaining table with and the reasons why. At one point Mrs. Duryea clearly remembers being told by the arbitrator that "he does not answer to the Council but to the Mayor". The Council has tried to express its concerns with the negotiator.

Mayor Dickinson explained that the law dictates that only certain parties can negotiate. The negotiator has heard from the Council and we look to implement, wherever practical, what the consensus seemed to be from the Council.

Frank Rhenda, 753 N. Main Street Extension urged the Council to pass the transfer. He stated that the Council should be involved in negotiating with the unions.

Rosemary Rascati, North Main Street Extension asked, what happens to those individuals who are laid off for one month with regards to their health insurance?

Mr. Sharkey explained that they will have to carry their medical benefit premiums for that month. If they were unable to carry the cost of the insurance for the month they may have to through more medical examinations to be re-qualified.

Mrs. Rascati stated, at the time the contract was up for rejection, that is when it should have been rejected, now it is a bitter pill to swallow. No one likes the contract but it should be funded. It is not right to go against the Charter and it is also not right to break the State laws.

Bob Morris, 63 Brookview Avenue stated that he could not see how the Town would function without a Welfare Director, Purchasing Agent, Fire Marshal or Town Clerk, not to mention the other twenty-two positions

January 24, 1995

that are involved in this action. He spoke highly of Asst. Chief Struble and the wonderful training program he is responsible for.

Mike Saul, 4 Kirkland Court also spoke highly of Mr. Struble.

Bill Celeta, 16 Sorrento Road, Asst. Chief Training Officer stated that vital training sessions are currently being conducted by the department. He urged the Council to pass the transfer this evening for if they don't the training operations will cease. Every firefighter in town has a certification which expires July 1st. According to the department's standards of procedures and OSHA rules and regulations, come July 1st the men are not supposed to respond to emergencies. Re-certification must take place between now and July 1st.

Mr. Gouveia asked Mr. Gilbert, Union Representative if, before the Mayor presents the budget to the Council for the next fiscal year, would he, Mr. Gilbert, be willing to sit down with the Mayor and Town negotiator to try and iron out some of the problems?

Mr. Gilbert responded, we are always willing to sit down and discuss issues of mutual concern between the Town and union.

Mr. Gouveia asked, will you be willing to sit down with the Mayor and negotiator before the Mayor presents his budget to the Council?

Mr. Gilbert stated, he does not have the authorization of the membership to make the following statement so he did so without their permission, "We are currently in pension negotiations with the Town. It is conceivable that if the membership has a meeting, that there are other areas that can be addressed through that vehicle. I am not here to make a promise, I am not here to tell you, yes, that will occur, what I am telling you is that there are appropriate times and other vehicles that may be utilized for discussions of mutual interests. That is as far as I can go. If this were not a democratic union I could stand up here and tell you what I thought but we listen to our membership. I believe that this town, unfortunately, missed an opportunity to negotiate a much better deal for the taxpayers. In the future, when appropriate, yes, this party is willing to sit down and make discussions with you but not in a sense where it would just fall on this party. I want to make that clear. Any caveat for those discussions is that you have to deal with all the employees in the town and all the employees have got to look at the situation and make appropriate adjustments."

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

ITEM #9 Consider and Approve a Budget Amendment in the Amount of 2,612 from Town of Wlfd. Contribution Acct. #012-1040-060-6000 of Which \$1,401 is Transferred to YSB Director Acct. #012-9000-100-1200 and \$1,211 is Transferred to Program Coordinator Acct. #012-9000-100-1360  
- Personnel

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

January 24, 1995

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

The Chair declared a five minute recess at this time.

ITEM #10 Consider and Approve a Transfer of Funds in the Amount of \$500 from Maintenance of Heating System Acct. #001-5140-500-5400 to Maintenance of Building Acct. #001-5140-500-5100 - Public Works

Motion was made by Mrs. Duryea, seconded by Mr. Killen.

Henry McCully, Director of Public Works explained that this transfer is to cover general maintenance expenses for the Recreation Center at Simpson School. With the winter setting in over \$1,000 has been expended on roof repairs and also a partition was built for the Recreation Department so that they could have a room for dancing and dog obedience classes. The balance in the account is not sufficient to cover plumbing repairs that are presently needed not to mention any other repairs that will require attention prior to July.

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

ITEM #11 Consider and Approve a Transfer of Funds in the Amount of \$603 from Engine Brake Kits Acct. #001-5030-999-9913; \$859 from Replace Overhead Doors Bldg. 6&7 Acct. #001-5030-999-9921; \$105 from Portable Generator Acct. #001-5030-999-9925 and \$233 from Complete Basketball Outfit Acct. #001-5031-999-9904 for a Total of \$1,800 to Telephone Acct. #001-5050-200-2000 - Public Works Dept.

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

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

ITEM #12 Consider and Approve a Transfer of Funds in the Amount of \$76,500 from Bond Issue - New and \$100,000 from Bond Interest - New for a Total of \$176,500 to Property Purchase 41 S. Main Street (American Legion) Acct.

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

(It is noted that a corrected transfer was submitted after the agenda was finalized and posted. The Council is taking action on the corrected transfer and not on the transfer listed as Item #11 on this agenda.)

Mayor Dickinson stated that the money is being transferred from funds that were put in the budget for a new bond issue and it is felt that they are not necessary. The funds are in an account for the financing of a new bond issue and it is believed that we will not need those funds this year.

Mr. Killen asked, what were we going to bond that we are not going to bond now?

Mayor Dickinson stated, some of this was protected for the school

January 24, 1995

project but that will not occur this year. In addressing the issue of the purchase, Mayor Dickinson reminded everyone that earlier discussions have been held on this subject to prepare for the time when the land would be needed and necessary for the Town Hall. He does not think, and recalls that it has been expressed on earlier occasions, that we should really be looking to put money into an existing building. If there is serious interest in that now we should discuss it. The building is not in good condition inside and it would take a significant amount of money to bring it into a condition, especially with ADA (Americans with Disabilities Act) requirements to make it useable. We don't need additional office space now, particularly if we are able to purchase the building for the Recreation Center. To undertake a second building which creates a new cost center..any office located there will need a phone system, copier, etc., we have just expanded our overhead for what he feels is not a defined reason for we have not identified a need for additional office space. That was discussed earlier, it was clear to everyone that the issue was the need for the land, itself.

Mr. Rys stated that he has received letters from individuals who feel that we should preserve the building for historical purposes and others who feel the Town should utilize the building. He would not be willing to purchase the property if we had to go through another renovation of property that is going to cost the Town hundreds of thousands of dollars. He would prefer someone to come along and take the building for \$1.00 the same as was done with the Tabor House. He would not support keeping the structure on the property.

Mr. Knight asked, how much of an actual inspection has been performed on the building with regards to the condition rather than just a casual estimate?

Mayor Dickinson responded, on the day of the auction both he and Mr. Solinsky were on site. In the Mayor's view the building would require a significant amount of money and that would be the case because of ADA, anyway. If we weren't going to use the second floor then we would not have to be concerned with ADA but if we are going to buy a building then the whole building should be useable and at that point we fall under the requirements of making it accessible. Approximately \$170,000 was spent on 88 S. Main St. and he cannot imagine the cost to renovate the American Legion Building being any less and quite possibly even more.

Mr. Solinsky stated that it is safe to say that it would take several hundreds of thousands of dollars to bring the building up to code and in any shape.

Mayor Dickinson saw no problem with a private party wanting to lease the building for a ten year period, however, that party would then be responsible for bringing the structure up to codes that the Town operates under since we are the owner.

Mr. Gouveia stated, if these funds were placed in the budget for a specific bond issue a public hearing is held on that to allow the public their say on the bonding. For us to now change the use of

January 24, 1995

those funds for a different purpose, does that create a problem?

Thomas Myers, Comptroller responded, no, it does not. When the budget was planned for new debt issues, he labeled it "bond issue - new" simply meaning that bonds are to be issued at some future date. He had anticipated issuing bonds again in May or June of 1995 particularly for the school project. He does not see now that we will be in a position to issue bonds for anything before June 30, 1995. The money that was put in the budget to issue bonds, therefore, will now be available for other purposes.

Mr. Gouveia asked, what was the total price of the property?

Mayor Dickinson responded, \$190,000. We have given a deposit of \$13,500 and if we fail to proceed with the sale we lose the deposit. Without an identified need for that building in terms of office space, he did not like the idea of creating office space to fill it and then wonder why the cost of government goes out of sight. The way to control government is not to create overhead and that means that we should not fix up the building. The back of the property would be opened for Town Hall parking, hopefully. We would not want a use there that would eliminate our ability to use the rear of the property.

Mr. Gouveia wanted to be sure that the Town will pursue some action to see if anyone is interested in using the building, perhaps the Town can advertise.

Mr. Zappala thought that it was premature to determine now what our needs will be ten years from now.

Mayor Dickinson assumed that everyone agreed to purchase the property primarily for the land. In our discussions earlier were statements that we were going to remove the building for it was of no interest.

Mr. Zappala stated, he thought everyone agreed that the legion can become an extension of this building (Town Hall). That is the reason that we were buying the property. He assumed that was the understanding. When the time comes that such an extension is needed it will be available.

Mayor Dickinson explained that a determination must be made now as to what to do with the building otherwise it will be boarded up, it will not be painted, it won't look nice for basically, it will be vacant.

Mr. Zappala stated, if he remembers correctly it was a unanimous decision to buy the property for the purpose of the parking lot and for future use for the Town Hall.

Mr. Killen suggested that the Electric Division could move over there freeing up an entire wing in this building. They have dollars that they have not spent yet and could be used to renovate the building.

Mrs. Duryea echoed Mr. Killen's comments. She, too, has been approached on the idea of moving the Electric Division and she has a

January 24, 1995

few other avenues to research. She is tired of seeing buildings in this town that have boards on their windows. The Wooding Property is boarded up, Simpson School is boarded up, we can't do that anymore. We have to take a project and work with it.

Mayor Dickinson's recommendation at this time is to not purchase the building for it will only end up in another battle over putting money into another structure and it is not a way to contain the cost of government.

Mrs. Duryea commented, it does not have to be boarded up.

Mayor Dickinson stated, you cannot leave a vacant building accessible to someone who may gain entry to sleep in it and/or become injured in. It either has to be utilized or secured.

Mrs. Duryea stated that the Youth Service Bureau and or Alternate School could utilize the building.

Mr. Gouveia stated that we must have a plan for what we are going to do with the building. If the Town departments don't need it then we should at least pursue some entity in Town that may have a use for the building.

Mr. Killen stated that 88 S. Main Street cost much more than it had too. If there was more cooperation amongst Town departments it would have resulted in a lesser expense, not to mention better workmanship. If we are considering utilizing the building then we will need to form a committee that can work within the Town departments and get the job done right or hire a private contractor to do the work.

Mr. Knight stated that at first he was in favor of purchasing the property and the more he hears on this subject the more he feels that it would be better to have someone from the private sector renovate the building and rent it. If we don't have a use for it we should not buy it.

Mayor Dickinson stated, in the numerous discussions on the purchase of this property and on those occasions it was mentioned each time that there could be an issue over the building and there was not an indication of interest in keeping the building. He is now hearing a distinct change in viewpoints expressed. He sincerely believes that it is not in the Town's best interest to create another cost center.

Samuel Levchuk, 104b N. Turnpike Road stated that we should not be investing in a building that will sit there and do nothing. If we have a reason to use it then use it but don't buy it for the sake of buying it and have it sit around.

Don Harwood, 4 Chestnut Lane stated that the Town does not use the strategies appropriate for real estate acquisition. The property next door is adjacent to the Town Hall which will be here for a long time. The parcel next to us has more value at this time than does the Wooding Property. Why don't we start looking at some strategy. He hated to see this thrown off on a whim at 11:00 P.M. when, in reality,

January 24, 1995

we need to start looking at all the properties and ask, "which has more value to the community in the long run?" We should be subdividing the Wooding property, identify our needs and sell off what appears that we will never use. He has been advocating property management for this Town over the years and it has continued to fall on deaf ears. Why we didn't lease the Wooding property but instead let it deteriorate is beyond him when it contained garages and office buildings that could have been rented in a heartbeat. Now we look at the Simpson School property. What are we going to do with that? Here is an opportunity....why don't we cut off the back of the building and sell off that parcel, look at the front of the property to see if it can be utilized for an office complex of some sort, let's do some strategizing here. Let's establish some priorities, some needs assessments, let's look past the moment and ahead for a change. We had a heck of an opportunity several years ago to purchase this property and we would not have had the exceptional investment at 88 S. Main Street, but we blew it. What about selling the property across the street and utilizing this one next door? Come up with a strategy.

Ms. Papale stated that the Council as a whole voted to purchase the property. She voted with the intention of investing in the property because of the potential expansion to the Town Hall. It was brought to invest in the building. She would like to purchase the property, leave the house the way it is and paint it, cut the lawn and basically maintain it for future expansion. She was against boarding up the property.

Mayor Dickinson stated it would have to be boarded up for it becomes a hazard.

Mrs. Duryea stated that the Mayor has assumed incorrectly that the reason the Council voted to purchase the property was simply for parking and to raze the building. She agreed to purchase it but did not know that the Council would have to make a decision tonight on that building. She would like to see what the Town could do with the building. She never stated that she was in favor of razing the building, selling it or moving it.

Mayor Dickinson reminded the Council that two executive sessions were held which dealt with the issue. At both of those sessions he raised the subject of the building. No one indicated that there was a desire to save the structure. There was no vocalization of an objection that we were purchasing the land, we did not want the building. It was safe for him, he thought, to assume at that point that there was a meeting of the minds that we were not looking for another building to fix up but looking for land to plan for the future.

Mrs. Duryea commented, we did not talk about tearing down the building or removing it. She recalled comments from the Council as they were leaving the chambers that evening of how the building would look when remodeled, what the potential uses were, etc. There was nothing definite discussed but she remembers those comments.

Mayor Dickinson stated, if everyone remained silent on the issue then he has a right to rely upon there being some kind of meeting of the

January 24, 1995

minds that we are interested in land and not the building.

Mr. Killen agreed with Mrs. Duryea saying that there was never a mention of plans to tear the building down. We were buying the property next door.

Mayor Dickinson disagreed. There was a distinct mentioning of tearing the building down and a possibility that would become the issue. No Councilor responded to that comment. No one seemed to worry about it. When he raises a subject like that and no one responds to it then he has a right to feel there is a meeting of the minds.

Mrs. Duryea reminded the Mayor that one of the selling points of the Wooding property was the building. It was touted that the Town could put to use a wonderful building located on the property. A few years later we hear there are plans to tear it down.

Mr. Killen asked, how much revenue has the Wooding property brought the Town?

Mayor Dickinson responded, none.

Mr. Killen stated, we can always use the argument that it will cost us dollars if we don't like the project and we can always justify a project for something else if we happen to like it even if it doesn't bring in dollars. He does not ever recall permission be granted from the Council for the Wooding property to be used but it is. No wonder we don't have any property management, we are not in on the ball game.

Mr. Solinsky stated, several suggestions have been made tonight and we don't have all the answers. We can't wait until we have answers to make decisions. It is adjoining property and we agreed to purchase it. We can work something out if a substantial use comes up. We don't have to decide tonight. If it doesn't make sense to put money into it at a later date then we shouldn't and if it does then we should. We should not rule anything out but we should purchase the property.

Jon Walworth, 28 Laurelwood Drive stated that it was unfair to expect the Council to make a decision tonight based on generalized information on the building.

Mayor Dickinson stated, there was never a purpose identified for purchasing the building.

Mr. Walworth stated, the building would come with it (the property).

Mayor Dickinson added, there was never a vocalized interest in keeping the building. Only lately has it become an issue.

Mr. Walworth asked if the motion can be amended to include some funding for a study to be performed by a professional on the potential use of the building so it doesn't sit there through another six meetings?

January 24, 1995

Mayor Dickinson stated that the motion should be to authorize application for the removal or razing of the building, in his opinion.

VOTE: Duryea, and Rys, no; all others, aye; motion duly carried.

Mr. Killen later requested that his vote be changed to read in the negative. Hearing no objections from the Council, Mr. Killen's vote stands to read, no.

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

ITEM #13 Consider and Approve the Renaming of a Portion of Thorpe Avenue as Requested by the Chief of the Department of Fire Services

The Chief of the Department Services suggested the renaming of this section of Thorpe Road due to the potential confusion that may arise in responding to an emergency since Thorpe Avenue has three separate sections of road to it. Chief Lefebvre recommended the renaming of the road to Graphics Court.

The Council could not recall the name offered and previously used by the company located on Thorpe Avenue for if it had it would make the attempt to rename it to the company's liking. Someone in the audience was almost certain it had the name Technology in it but was unsure if it was Drive or Street or Boulevard. In an attempt to satisfy the tenant in that location the Town Attorney consulted the records in her office but failed to find any documentation on what the previous name used by the company was.

Mr. Solinsky offered the suggestion of renaming it to Laser Lane.

Motion was made by Mrs. Duryea to Approve Changing the Name of the Road to Laser Lane, seconded by Ms. Papale.

VOTE: Gouveia, Knight, Rys and Zandri, no; all others, aye; motion duly carried.

ITEM #14 Consider and Approve the School Building Expansion Committee's Request to Remove the Names of John Gilchrist and Jim Seitcher as Members of the Committee

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Don Harwood, School Building Expansion Committee Chairman explained that due to lack of attendance at the meetings of the committee, the names of above-mentioned individuals are offered to the Council for removal from the list of committee members.

VOTE: All ayes; motion duly carried.

ITEM #15 Consider and Approve the School Building Expansion Committee's Request to Add the Names of William Choti and Jeff Blamey to the Membership List of the Committee

January 24, 1995

Motion was made by Mrs. Duryea, seconded by Mr. Killen.

VOTE: All ayes; motion duly carried.

Motion was made by Mrs. Duryea to Move Agenda Item #18 Up to the Next Order of Business, seconded by Ms. Papale.

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

ITEM #18 Discussion and Possible Action on a Recommendation by the School Building Expansion Committee for the Selection of a Construction Management Firm for the School Building Expansion Project

Motion was made by Mrs. Duryea, seconded by Mr. Gouveia.

Don Harwood, School Building Expansion Committee (SBEC) Chairman and Jon Walworth, SBEC member were present for the discussion on this item.

Mr. Walworth explained that it has been approximately one and one-half months since the Council approved to waive the bidding process for a construction management firm. Since that time the committee short-listed the firms of Atlas, Fusco, Gilbane, O&G and Turner. Approximately December 23, 1994 the committee finalized their statement of qualifications, reviewed it with the Law Department and Purchasing and distributed it to the five firms. On January 6, 1995 the committee presented the Council with a summary of information of firms and selection timelines and invited the Council to review the qualifications with the committee at their January 11, 1995 SBEC meeting. Two copies of construction management qualification books was provided to the Town Council Office on January 10, 1995. On January 11, 1995 the SBEC carefully reviewed the qualifications of the five firms and narrows the candidates to be interviewed to three, Atlas, Gilbane and O&G. The committee invites the three firms to attend an interview session and requests a presentation of a fee proposal from each. Contracts were sent to all three firms on January 13, 1995 to assure that the fee proposals reflect the conditions of agreement.

On January 17, 1995 the SBEC receives the fee proposals by 3:00 P.M. and conducted interviews of each respective firm in executive session at approximately 5:00 P.M. At the conclusion of executive session the SBEC made a motion and took a formal vote on approving Gilbane Building Company of Glastonbury, Connecticut as the recommended choice as construction management firm for the school expansion project in Wallingford. During the interview process and qualification review five elements were key points in making the final decision, those were: 1) working partnership; 2) timeline; 3) innovation; 4) phasing and 5) interfacing of firm with community and committee. Other key points were cost efficiencies, schedule assurance, quality assurance, etc., and as a result of that Gilbane is being recommended to the Council tonight. Important to the committee was the team that Gilbane will be bringing to Wallingford that they not only have the skills in construction management in the public school sector but a excellent team relationship as well. Gilbane presented the committee

January 24, 1995

with the lowest bid for the project also. The firms were asked to submit contingency fees based on concurrent school projects, that is all school projects running concurrently for fourteen months. The bottom line is that the middle schools are going to lag behind the Yalesville School project and as they do the project will be extended and additional costs will be borne over what has been shown to us. He wanted the Council to be aware of that. The Council can pick whatever contingency item they deem appropriate but, in fact, when we do go to bonding, we should bond for an amount greater than the construction management fee.

Mr. Harwood explained, we would do very similar what was done with the architect and that is to go back with Gilbane and walk through the process to ensure that the numbers are correct and what the committee is looking for is exactly what their anticipation is. The committee is pretty comfortable that they are right on target with Gilbane. The potential contingency may not exist at all but the committee did want to bring it forward to the Council in case they have to prepare for additional costs.

The firms recommended other costs to the committee for consideration that are associated with the construction process such as computer and other support services, field office, drawing duplication, insurance, etc. These services are not necessarily requested by the committee.

Mr. Walworth stressed that the figures before the Council are not additional amounts to what they have seen in the estimates from the building committee. These amounts were included in the estimates by Fletcher-Thompson who originally thought it was going to be under a different contract form but nevertheless included six percent as the market by general contractor. They also included another \$85,000 for resident engineering services. The committee is on target as far as how the numbers are compared against Fletcher-Thompson and the total budget. These are not additional amounts.

Mr. Gouveia asked if the committee would be making the same recommendation if Gilbane were not the lowest priced firm?

Mr. Harwood stated, yes, Gilbane provided the committee with the best professional approach, best team concept and a great deal of background. They simply came out on top overall.

Mr. Zappala stated that he did a great deal of investigation on the five firms and was very happy that Gilbane was the committee's choice.

Mr. Knight was very interested in what other people who have dealt with Gilbane had to say about their work?

Mr. Harwood stated that the committee asked Purchasing to perform reference checks of which Gilbane scored high on. The previous Deputy Commissioner for the State Department of Public Works, Richard Piekarski, who was also the Chairman of the Building Committee for the School Expansion Project in the Town of Plainville, along with two other references scored Gilbane high in marks in their consistency with being thorough and with their respect towards the individual

January 24, 1995

needs of the community. High recommendations were made by Plainville and Glastonbury as well as a community in Rhode Island with regards to Gilbane's performance.

Motion was made by Mrs. Duryea to Approve the School Building Expansion Committee's Recommendation of Gilbane Associates as the Construction Management Firm for the School Building Expansion Project, seconded by Mr. Gouveia.

Mr. Myers assured the Council that his department will work with the committee in any capacity to ensure proper funding, proper timeline to see that the Council and the Mayor have a sufficient amount of time to enact ordinances or any other additional funding that is required at this time. He called the Council's attention to the fact that he is very concerned with the timeframe regarding the bidding requirements. Under this process we will not have one bid for the school project, we are going to have many bids. He is not sure the Purchasing Department will be adequately staffed to handle those bids. There could be a need for additional temporary staffing in the Purchasing Office to deal with these bids, especially if they hit at the end of the fiscal year or the beginning of the new fiscal year. He did ask the Superintendent of Schools to check with the State Department of Education to see if additional staff to handle the school project bids will be a reimbursable cost to the Town.

VOTE: All ayes; motion duly carried.

ITEM #16 Discussion and Possible Action on Charging the Finance Committee with Hiring a Consultant to Conduct a Study on the Feasibility of Privatizing Town Departments as Requested by Councilor Geno J. Zandri, Jr.

Motion was made by Mr. Zandri to Have the Town Council Finance Committee Oversee the Hiring of an Outside Firm to Study the Feasibility and Cost-Effectiveness of Privatizing all Town Departments on a Department by Department Basis and to Report Back to This Council by September 1, 1995. Seconded by Mr. Knight.

Mr. Zandri stated, we are basically running a business here and this method has been used across the country in many towns to cut down the overall cost of operating their community. By the long item before dealing with contracts and the high cost of operating the Town this is definitely something that we should be looking at.

Mr. Knight stated that this item is of particular interest to him as well. He took the opportunity to have the Town Council secretary help him with research on this item. Most of that research consisted of calling the City of Indianapolis, Indiana which has become a leader in this movement. The first thing that appeared in almost every article sent to us was the Chief Executive Officer's comments (Mayor Goldstein) stating that "It is important to understand that the concept of privatization is not necessarily a replacement of public employees and departments with private ones who want to do the same

January 24, 1995

job." The key or concept is to let private sector and companies compete against government departments to provide services. Competition is the operative word and this is what private enterprises have to face everyday and it is what makes those enterprises largely more efficient. As the Mayor of Indianapolis mentioned over and over again that any organization that is a monopoly whether it is a private enterprise or a public one tends to get lethargic or sloppy and tends to get lazy and lose their interest in innovation. The study of privatization for our community can do what it is starting to do for Indianapolis. The figures were very impressive. In Indianapolis not a single union employee has gotten laid off. The attrition has come from some of the layers of management that the City had incorporated over the years. The union has tentatively endorsed it 100%. They have had forty different services, mostly small ones, but also larger ones such as pothole repair, which have been privatized. Some of these have been bid out and won by the departments within the City. The objective is not to replace public departments but to interject competition within that framework to try and achieve some economic efficiencies. It is proving itself out in Indianapolis.

Mr. Zandri suggested that the Finance Committee consult with the City of Indianapolis to see how they went about implementing the process and use that as a model here.

Mr. Gouveia supported the concept but he does not believe that every service the Town provides can be privatized. He did not want to see the Police or Fire Departments privatized, nor the school system either. Privatization can introduce competition as Mr. Knight stated, as well as reduce costs without compromising the quality of service. It is a good idea that we, at the very least, look into this. We cannot, however, look at privatization as a substitute for other cost-containment measures that can be taken.

Ms. Papale stated that she will vote in support of the action because she would like to understand the concept of privatization. She does not know, at this point in time with the little she knows on the subject, whether it would be a good thing for the Town or not. She, too, would have a problem with privatizing the Fire Department, for instance.

Mr. Knight stated, the City of Indianapolis, prior to undertaking their privatization effort, ruled out immediately the Fire and Police Departments from the process.

Mr. Zandri stated, to keep the balance of the scales even, there have been communities that have privatized the Fire and Police Departments. It is a possibility and it has been done and when the report is presented from the committee the Council, at that time, will have a chance to express their feelings on the matter.

Philip Wright, 160 Cedar Street asked that the consultant be asked to study the total organization or re-organization of the Town. Perhaps departments can be re-organized without privatization.

Larry Warner, 19 Hillside Lane, President of Local 1183, AFSCME,

January 24, 1995

stated that he has some information that has been put together by the AFSCME Council for Research Department regarding privatization and the pitfalls of it. He passed that information to the Council.

Mr. Warner spoke to the subject of union contracts discussed earlier by stating, as a Local president he urges the Council to sit in on negotiation sessions whenever possible for they will see a different side to the picture that was painted earlier. There is never a time when negotiating a contract that the union wants to go to binding arbitration. In regards to the recent AFSCME award, the union lost six out of ten issues.

Mr. Zandri stated, a true system is one of supply and demand. What has caused a snag in the system is unions. What is happening in the real world is the way you have to look at things. Employees in the private sector are not receiving the kinds of raises that the Town unions are receiving and, in fact, they are making concessions.

Mr. Warner stated, it is your representatives that are making these decisions.

Mr. Zandri stated, it is not the Council's representatives. We are not picking our representatives.

Mr. Warner was referring to State Representatives who are responsible for the legislature regarding binding arbitration.

Mr. Zandri was under the impression that Mr. Warner was referring to the representatives of the Town who negotiate the contracts with the unions. He stated that the method of binding arbitration does not work that is why items such as the one being discussed now is on the agenda.

Samuel Levchuk, 104b N. Turnpike Road stated, since Former Governor Weicker took office over four years ago there has been a lot of talk regarding privatization. Motor Vehicle Departments were a prime target. Some services are already privatized. There are inherent problems with privatization, one being the basic philosophy between the private sector and public sector. The private sector's philosophy is profit. They want to make the biggest profit for a given amount of work. If the profit is less, less work is provided. This is done by hiring part-time help exclusively, not giving benefits, hiring people who are not interested in doing the job right and the work performance decreases. With public service employees the basic philosophy is service. If there remains a surplus of funds within a department's budget at the end of the year those funds can be transferred to another department where it is needed. If you have private contractors in departments who end the year with a surplus, those funds cannot be used where a shortage occurs. The idea of private sector executives was introduced under Weicker's administration and it seemed successful, therefore it was stopped. With private sector attitudes about performance and workloads, etc., running public service employees who have an attitude of service a winning combination was observed. A remarkable difference is evident in the Motor Vehicle Department employee's self-respect. Their performance

January 24, 1995

and quality of work has improved tremendously.

Mr. Knight pointed out Mr. Levchuk's own statement of how the employee's attitudes changed at the Motor Vehicle Department once it was privatized. He stated that there was a definite connection there.

Mr. Zandri stated, where he works there are outside contractors working along side of regular employees of the firm and there is a noticeable difference between the two group's working habits. The reason for that is that the private contractors worry about losing their job every day for they are rated every single day while the employees who work for the company and have job security have an entirely different attitude of how to approach their daily job.

Mr. Killen asked, as Chairman of the Finance Committee, asked for more guidelines on the charge. Before spending time and money on this issue does the Council have the gumption to actually go forward with it? He did not think so. He was more than willing to chair the committee, but how far does the Council want the committee to go?

Mr. Zandri stated that it is only fair to have all the departments reviewed.

Mr. Knight stated, there is a Privatization Council in New York that can be tapped for information but this is a preliminary thing that the committee would get involved in to gather information on. There is no evidence that the study will cost \$1 million as Mr. Levchuk was stating. As with any change there will be resistance. This is a very valuable concept that has proven to save cities hundreds of millions of dollars. All departments should be reviewed.

Mayor Dickinson stated, the Finance Committee may want to start with obtaining a list of what services have been privatized, where and how long and the alleged savings and go from that point.

Lou Sparico, 14 Johnson Road stated that this very issue was raised twenty-seven years ago. It was proven then that it was not feasible. A private fire department tried to take over the service and Phil Hamel was here then and involved in it. It was proven back then that it would not work at a cost of \$45,000 for the study.

VOTE: All ayes; motion duly carried.

ITEM #19 Discussion and Possible Action on the Present and Future Operation of a Fixed-Route Bus Service in Wallingford as Requested by Councilor Stephen W. Knight

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Mr. Knight explained that the reason he brought this item to the agenda was due to the letter forwarded to the Council from the Transit District recently describing the present financial situation that the district is in. He felt it was important for the Council to review the document and ask questions of Mr. DeBaise to see exactly where we are at.

January 24, 1995

A number of articles have appeared over the past couple years in the paper on how the transit service has been studied and reconfigured and the State has been leaning hard on minimizing their involvement with a system that they consider to be marginal. Ridership has continued to steadily decline over the past several years and the district will no longer be in a position to fund the deficit beyond what was anticipated as an April 1st deadline.

Mr. Zandri stated, from what he has viewed in terms of ridership he does not think that the service warrants subsidizing from the Town.

Roger DeBaise, Chairman of the Wallingford Transit District (WTD) made it clear that the WTD is not recommending that the operations remain open. They are recommending that operations cease April 1st. They are not seeking assistance or subsidization from the Town, they are simply making everyone aware of what WTD is doing.

Mayor Dickinson stated, at budget time it was mentioned that a potential need may arise for an appropriation sometime towards the end of the year given that the State was only reimbursing \$3.00 per rider. His recommendation is that the Town provide the bus service for the remainder of this fiscal year. Representatives of the Department of Transportation are interested in sitting down with Town officials in February or March to see what alternatives may be available. This meeting will hopefully alert people to the lack of riders and if there is concern about maintaining the system then get out and ride the bus. The statistical data indicates that we are not finding that use. It has a secondary effect of impacting what is called the para transit program and there are people who have signed up for para transit, it is a Meriden-Wallingford program and is costly but there again, now that it is in operation they are very interested in having it continue. It would be fairly abrupt to end everything April 1st. We can, through this meeting and subsequent ones, illustrate that some major changes will have to be made or increased ridership will have to occur because we cannot continue to subsidize at the rate that we will be asked to. In addition, there is legislation that was proposed to State level, there may be complications with it and it may be very possible that it will go nowhere.

Mr. Solinsky asked about the use of vouchers for taxi service.

Mayor Dickinson stated, he did not know if that is something that the Town wanted to get into unless there is a format that the State will provide. People will request utilizing the senior citizen bus service because they do operate two buses out of the senior center but they are strictly for seniors. In its total package it is not a simple situation. We need to give the public time to adapt to a termination of it if that is going to be the route to take.

Mr. Zappala stated that his main concern is the senior citizens. He wants assurance that the seniors will not be without transportation.

Mr. DeBaise stated that the senior bus will now have to take care of those seniors who have been using the transit district buses. It is

January 24, 1995

not yet known if they can take on the additional workload. Upon visiting the majority of senior housing complexes recently Mr. DeBaise noted that the vast majority of seniors had cars which was not true twenty to thirty years ago. He feels sorry for the few who really and truly need the service but the senior citizen center should be able to pick that service up.

Mrs. Duryea's concerns were not only with seniors but with the school children as well. She wanted to see the service continue until the end of the school year.

Mr. DeBaise stated that the district is a completely separate entity, they are not a part of Wallingford and they have particular legal problems, so that no matter what the Town may or may not do, they will have to do it themselves. The district has no choice but to cease operations themselves as of April 1st no matter what.

Mayor Dickinson asked, why wouldn't the WTD be able to continue to function if the Town appropriates funds into their budget in order to finish this fiscal year?

Mr. DeBaise responded, it boils down to financial problems. As it stands right now we assume we will have enough funding left to completely close the system down. The bus operations will cease as of April 1st, however the district office and district will still be open until the date of June 23rd. They need that time to square away all their financial affairs, have an audit conducted, transfer any unused funds back over to the Town, etc. The problem is that there are so many unknowns. They don't know what the deficit will be for January, February or March. The local share of deficit for the month of September was \$7,000; October was \$8,000; November was \$9,000 and December was \$12,000. What is January going to be, \$15,000? After consulting with their auditor the district feels that it could probably safely, legally, financially make it to April 1st. To go beyond that date, the district runs the risk of running out of money which, since they are a separate entity and not a part of the Town, is something that they cannot legally do.

Mayor Dickinson asked, is it possible for the district to look into how we can effect a continuation of the service through June 30th?

Mr. DeBaise stated, that is no problem. There is no problem to continue the service after April 1st, if the Town wants to fund it. All we are saying is that all of the expenses incurred after that time will have to be funneled through the Finance Department of the Town.

Mayor Dickinson stated that this matter will have to be taken up further when the State Dept. of Transportation meets with the Town in February.

Mr. Killen suggested hiring school buses to transport the stranded students until the end of the school year.

Mayor Dickinson's was concerned that if we drop the district service and add school buses strictly for one portion of town, he was not sure how it would be justified.

January 24, 1995

Mr. DeBaise stated that he personally felt that the \$3.00 cap determined by the State for reimbursement to the district was calculated under the pretense to close the smaller systems down. The larger cities can easily afford to continue to operate with the cap while the smaller systems cannot. The auditor discovered that the overhead costs, since WTD is part of a three system operation, were not being allocated properly, therefore the costs being charged to WTD were not correct and much lower than reported by the State. All the figures put out by the State on all the operations are faulty, in his opinion.

No action will be taken on this item. The Council and district will review the outcome of the meeting in February with the D.O.T.

ITEM #20 Discussion and Possible Action Regarding an Update from the Golf Course Study Committee as Requested by Councilor Thomas Zappala, Chairman of the Golf Course Study Committee

Motion was made by Mrs. Duryea, seconded by Mr. Zappala.

Mr. Zappala informed the Council that the committee attended a Planning and Zoning Commission informal meeting in Durham which was very enlightening. They informed Mr. Zappala what was required of the committee to be issued a special permit. There are a few items to be ironed out. Two major requirements that must be met first is the soil testing and wetlands identification. He will report back to the Council at the next Meeting on the progress to date at that point so that the committee can continue to move forward.

No action was taken on this item at this time.

ITEM #21 Report Out by the Economic Development Commission as Requested by Councilor Geno J. Zandri, Jr.

Mr. Zandri requested that this item be tabled this evening and placed on the agenda of the next Town Council Meeting due to the fact that the individuals representing the commission were unable to appear this evening and have stated that they are available to discuss this topic at the February 14, 1995 meeting.

Motion was made by Mrs. Duryea to Table This Item Until the Next Town Council Meeting, seconded by Mr. Killen.

VOTE: All ayes; motion duly carried.

ITEM #22 SET A PUBLIC HEARING for February 14, 1995 at 7:45 P.M. on an Ordinance Amending an Ordinance Entitled, "Vending Ordinance"

Motion was made by Mrs. Duryea, seconded by Mr. Gouveia.

VOTE: All ayes; motion duly carried.

ITEM #23 SET A PUBLIC HEARING for March 14, 1995 at 7:45 P.M. on an Ordinance Amending an Ordinance Entitled, "Litter Ordinance"

January 24, 1995

Motion was made by Mrs. Duryea, seconded by Mr. Killen.

VOTE: All ayes; motion duly carried.

ITEM #24 Consider and Approve Tax Refunds (#179-184) in the Amount of \$595.12 - Tax Collector

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.

ITEM #25 Approve and Accept the Minutes of the 1/10/95 Town Council Meeting

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

VOTE: Killen abstained; all others, aye; motion duly carried.

ITEM #26 Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes with Respect to Pending Litigation in the Matter of the Town of Wallingford v. Thurston Associates et al

Motion was made by Mrs. Duryea to Move Into Executive Session, seconded by Mr. Killen.

VOTE: All ayes; motion duly carried.

Motion was made by Mrs. Duryea to Exit the Executive Session, seconded by Mr. Gouveia.

Present in executive session were all Councilors, Mayor Dickinson and Town Attorney Janis M. Small.

VOTE: All ayes; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.

The public question and answer period did take place following item #7 and prior to Item #8.

Pasquale Melillo, 14 Haller Place, Yalesville asked for a report out on the status of his inquiry to adopt an ordinance for the Town to perform inspections of hair salons and barber shops.

Mayor Dickinson stated that he continues to await information on the subject and will inform Mr. Melillo as soon as he receives it.

Diana Hotchkiss, 38 Clifton Street inquired about the status of the meeting to be held on Community Pool.

Mr. Knight stated that the Mayor has arranged a meeting with Mrs. Karen Foster, himself and some other interested parties to be held in the Mayor's Office on January 31st.

Ms. Hotchkiss asked if the meeting is open to the public?

January 24, 1995

Mayor Dickinson responded, no, it is not open to the public. It is being held strictly to provide information for Mrs. Foster who requested such.

Philip Wright, Sr., 160 Cedar Street asked the Mayor if there has been any progress with the status of the Wooding Property?

Mayor Dickinson responded, no.

Motion was made by Mr. Killen to Adjourn the Meeting, seconded by Mrs. Duryea.

VOTE: All ayes; motion duly carried.

There being no further business, the meeting adjourned at 1:55 A.M.

Meeting recorded and transcribed by:

*Kathryn F. Milano*  
Kathryn F. Milano, Town Council Secretary

Approved by:

*Thomas D. Solinsky*  
Thomas D. Solinsky, Chairman

Date

2-22-95

*Kathryn J. Wall*  
Kathryn J. Wall, Town Clerk

FEB 14 1995

Date

TOWN COUNCIL MEETING

FEBRUARY 14, 1995

\*\*\*6:15 P.M.\*\*\*

AGENDA

\*\*\*\*\*NOTE STARTING TIME OF MEETING DUE TO EXECUTIVE SESSION\*\*\*\*\*

1. Roll Call & Pledge of Allegiance
2. Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Respect to the Sale, Lease and/or Purchase of Property Regarding the School Building Expansion Project
3. Consider and Approve a Waiver of Bid for the School Building Expansion Committee for Secretarial Services
4. Consider and Approve Authorizing the Use of the Parade Grounds by Wallingford Center Inc. on June 3 & 4, 1995 for a Two Day Art Show
5. Consider and Approve an Appropriation of Funds in the Amount of \$1,000 in the Special Revenue Fund/Long Island Sound Grant 95-3216 to State Grant Revenue Account and to the Long Island Sound Grant 95-3216 Expenditures Account - Mayor's Office
6. Consider and Approve a Transfer of Funds in the Amount of \$22,221 from the Health Insurance Acct. #001-8041-800-8300 to Retirement Sick Leave Acct. #001-8041-800-8360 - Personnel
7. Consider and Approve a Transfer of Funds in the Amount of \$3,557 from Council Contingency Acct. #001-8050-800-3230 of Which \$2,212 is Transferred to Director & Administrative Aide Salary Acct. #001-5020-100-1200 and \$1,345 is Transferred to Dog Warden's Salary Acct. #0001-2020-100-1100 - Personnel
8. Remove From the Table a Report Out from the Economic Development Commission as Requested by Councilor Geno J. Zandri, Jr.
9. Consider and Approve a Transfer of Funds in the Amount of \$1,900 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Professional Services Golf Course Study Acct. #001-1110-900-9003 as Requested by Councilor Thomas Zappala, Chairman of the Golf Course Study Committee
10. Consider and Approve a Transfer of Funds in the Amount of \$500 from Cremation Fees Acct. #001-2020-600-6050 to Dog Food Acct. #001-2020-400-4400 - Animal Control Officer
11. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.

(OVER)

12. Consider and Approve a Resolution Authorizing the Mayor to Submit an Application to the State of Connecticut for Transportation Enhancement Funds for the Center Street Streetscape Project for Federal F.Y. 1996-97
13. PUBLIC HEARING on an Ordinance Amending Ordinance #420 Entitled, "Vending Ordinance" - 7:45 P.M.
14. Consider and Approve Acting Upon the Arbitration Award of AFSCME, Local 1570, Police Union Contract - Personnel
15. Consider and Approve a Transfer of Funds in the Amount of \$246,187 from Council Contingency - General Government Acct. #001-8050-800-3230 to Various Accounts Within the General Budget of the Town of Wallingford - Personnel
16. Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Chemical Expense Acct. #641-000 to Outside Services Acct. #923-000 - Water Division
17. Consider and Approve a Transfer of Funds in the Amount of \$20,000 from Purchased Power Acct. #555 to Fuel Expense Acct. #501 - Electric Division
18. Consider and Approve a Transfer of Funds in the Amount of \$1,400 to Production Supervision & Engineering Acct. #500 from Production Miscellaneous Station Acct. #506; and \$75 to Distribution Maintenance Supervision & Engineering Acct. #590 from Distribution Operation Supervision & Engineering Acct. #580; and \$450 to Customer Records & Supervision Acct. #901 from Customer Records & Collection Acct. #903 and \$3,780 to Admin. & General - Salaries Officers Acct. #920-1 from Administration & General Salaries Staff Acct. #920-2 - Electric Division
19. Consider and Approve a Transfer of Funds in the Amount of \$10,025 from Council Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Misc. Fact Finding Acct. #1300-600-6020 - Mayor
20. Consider and Approve Merit Increases (5) Approved by the Mayor to Date
21. Consider and Approve Tax Refunds (#185-198) in the Amount \$2,549.08 - Tax Collector
22. Note for the Record Anniversary Increases Approved by the Mayor to Date
23. Note for the Record Mayoral Transfers Approved to Date
24. Note for the Record Financial Reports of the Wlfd. Public Library; Visiting Nurse Association, and Senior Citizens Center

25. SET A PUBLIC HEARING for February 28, 1995 at 7:45 P.M. on An Ordinance Amending "An Ordinance Appropriating \$2,000,000 for the Design and Contract Administration Phase of Town-Wide School System Improvements and Authorizing the Issue of \$2,000,000..." to "An Ordinance Appropriating \$3,500,000 for the Planning, Acquisition and Construction of Improvements and Additions to Yalesville, James H. Moran, and Dag Hammarskjold Schools and Authorizing the Issue of \$3,500,000.."
26. Consider and Approve the Golf Course Study Committee's Request to Remove the Name of Susan Duryea as a Member of the Committee as Requested by Councilor Thomas Zappala, Chairman of the Golf Course Study Committee
27. Approve and Accept the Revised Minutes of the November 14, 1994 Special Town Council Meeting
28. Approve and Accept the Minutes of the January 17, 1995 Special Town Council Meeting
29. Approve and Accept the Minutes of the January 24, 1995 Town Council Meeting

TOWN COUNCIL MEETING

FEBRUARY 14 1995

6:15 P.M.

AGENDA

ADDENDUM

Executive Session Pursuant to Section 1-18a(e)(1) of the  
CT. General Statutes with Respect to the Appointment  
of a Public Officer

- Interview Candidate Seeking Appointment  
to the Board of Education

TOWN COUNCIL MEETING

FEBRUARY 14, 1995

6:15 P.M.

SUMMARY

<u>Agenda Item</u>	<u>Page No.</u>
Addendum - Executive Session - 1-18a(e)(1) of the CT. General Statutes - Appointment of Public Official - Interview Candidate - Board of Education - Fail to Enter Executive Session	1
Interview Candidate Seeking Appointment of the Board of Education (see Waiver of Rule V)	2-3
2. Executive Session - 1-18a(e)(4) of the CT. General Statutes - Sale, Lease and/or Purchase of Property Regarding School Building Expansion Project	4
3. Approve a Waiver of Bid for Secretarial Services for the School Building Expansion Committee	4
4. Approve the Use of the Parade Grounds by Wallingford Center Inc. for a Two Day Art Show to Be Held on June 3 & 4, 1995	10
5. Approve an Appropriation of Funds in the Amount of \$1,000 to State Grant Revenue Acct. and to the Long Island Sound Grant 95-3216 Expenditures Acct. - Mayor's Office	11
6. Approve a Transfer of \$22,221 to Retirement Sick Leave Acct. #001-8041-800-8360 - Personnel	11
7. Approve a Transfer of \$2,212 to Director & Admin. Aide Salary Acct. #001-5020-100-1200 and \$1,345 to Dog Warden's Salary Acct. #001-2020-100-1100 - Personnel	11-12
8. Remove From the Table a Report Out from the Economic Development Commission	12-16
9. Withdrawn	
10. Approve a Transfer of \$500 to Dog Food Acct. #001-2020-400-4400 - Animal Control Officer	12
11. PUBLIC QUESTION AND ANSWER PERIOD - Opposition Expressed Re: Waiver of Bid for Secretarial Services (Item #3); Questions Re: Rights of Town Employees to Sign Petitions; Fairfield Blvd.; Request for Potential Referendum Date; Town's Failure to Enforce Ordinances; Suggestion Re: Coffee Break Schedule of Public Works Sanding Trucks During Storms; Complaint Re: Snow Removal/Sidewalk Ordinance; Comments Re: Management Contract; Public	

<u>Agenda Item</u>	<u>Page No.</u>
Attendance at Meetings	4-6
12. Approve a Resolution Authorizing the Mayor to Submit an Application for Transportation Enhancement Funds for the Center Street Streetscape Project for F.Y. 1996-97	16
13. PUBLIC HEARING on an Ordinance Amending Ordinance #420, Entitled, "Vending Ordinance" - 7:45 P.M.	6-10
14. Approve the Arbitration Award of AFSCME Local 1570, Police Union Contract - Personnel	17-22
15. Approve a Transfer of \$246,187 to Various Accounts Within the General Budget to Fund the Arbitration Award	22
16. Approve a Transfer of \$3,000 to Outside Services Acct. #923-000 - Water Division	22-23
17. Approve a Transfer of \$20,000 to Fuel Expense Acct. #501 - Electric Division	23-25
18. Approve a Transfer Totalling \$5,705 to Various Accounts Within the Electric Division Budget to Fund the Manager's Union Arbitration Award	25-26
19. Approve a Transfer of \$10,025 to Misc. Fact Finding Acct. #1300-600-6020 - Mayor's Office	26-27
20. Approve Merit Increases (5) Approved by the Mayor to Date	27-28
21. Approve Tax Refunds (#185-198) in the Amount of \$2,549.08 - Tax Collector	28
22. Note for the Record Anniversary Increases Approved by the Mayor	28
23. Note for the Record Mayoral Transfers Approved to Date	28
24. Note for the Record Financial Reports of the Wlfd. Public Library; Visiting Nurse Association and Senior Citizens Center	28
25. SET A PUBLIC HEARING for 2/28/95, 7:45 P.M. on an Ordinance Appropriating \$3,500,000 for the Planning, Acquisition and Construction of Improvements and Additions to Yalesville, James H. Moran and Dag Hammarskjold Schools	29
26. Approve Susan Duryea's Request to Remove Her Name from the Golf Course Study Committee	29

<u>Agenda Item</u>	<u>Page No.</u>
27. Approve and Accept the Revised Minutes of the November 14, 1994 Special Town Council Meeting	29
28. Approve and Accept the Minutes of the January 17, 1995 Special Town Council Meeting	29
29. Approve and Accept the Minutes of the January 24, 1995 Town Council Meeting	29
<u>Waiver of Rule V</u>	
Approve the Appointment of Karen Hlavac to the Board of Education to Fill a Vacancy for a Term to Expire January 1996	3-4
Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Respect to the Sale, Lease and/or Purchase of Property	29-30

TOWN COUNCIL MEETING

FEBRUARY 14, 1995

6:15 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, February 14, 1995 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Vice Chairperson Susan S. Duryea at 6:21 P.M. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall with the exception of Councilor Papale who arrived at 6:24 P.M. and Chairman Solinsky who was out of town on business. Mayor William W. Dickinson, Jr. arrived at 6:22 P.M., Corporation Counselor Adam Mantzaris was present; Town Attorney Janis M. Small arrived at 9:55 P.M. and Comptroller Thomas A. Myers arrived during the Executive Session.

The Pledge of Allegiance was given to the Flag.

Motion was made by Mr. Killen to Enter Into Executive Session Pursuant to Section 1-18a(e)(1) of the CT. General Statutes with Regards to the Appointment of a Public Official and Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Regards to the Sale, Lease and/or Purchase of Property with Regards to the School Building Expansion Project, seconded by Mr. Zappala.

It was determined that the majority of the Council wished to have the items voted upon separately. Therefore the addendum was the first order of business.

ADDENDUM Executive Session Pursuant to Section 1-18a(e)(1) of the CT. General Statutes with Regards to the Appointment of a Public Official

- Interview Candidate Seeking Appointment to the Board of Education

Motion was made by Mr. Killen to Move Into Executive Session, seconded by Mr. Rys.

Mr. Gouveia stated that he is of the opinion that the interview should be held in open session due to the fact that the appointment requires only five votes to be successful whereas 6,000 votes are usually cast by the public in a general election for the position. When an individual is seeking election to the Board of Education they make their opinions on related matters known to the public, openly. It only seems right to have this candidate do the same this evening.

In hearing Mr. Gouveia's comments, Mr. Killen agreed.

VOTE: Solinsky was absent; Knight, Papale and Rys, aye; all others, no; motion failed.

February 14, 1995

Karen Hlavac, 85 Saw Mill Drive approached the Council at this time to be interviewed.

Mr. Gouveia asked Mrs. Hlavac what her feelings were on the expansion project for both the elementary school and the middle school?

Mrs. Hlavac responded, we need more space. It is a concern. Her personal feeling is that she would like to see adequate space, not a Taj Mahal, but adequate.

Mr. Gouveia asked if Mrs. Hlavac supports what has been presented so far by the Board of Education with regards to the project?

Mrs. Hlavac stated, it is her understanding that there is no permanent figure at this point for the project. She has attended some of the meetings and have viewed the plans and it seems that there are no permanent figures at this point.

Mr. Gouveia stated, there are no concrete figures at this point but as far as Yalesville (School) the concept has been stated very often and everyone understands that concept. Are you in agreement with that (the concept)?

Mrs. Hlavac responded, as far as Yalesville School, yes.

Mr. Gouveia asked, and the entire project as presented to the Board?

Mrs. Hlavac responded, as far as I can see, by reviewing the plans the other evening, it looks to be...that it will meet the school system's needs.

Mr. Gouveia asked Mrs. Hlavac what her feelings were on the matter of Charter Schools and Public School Vouchers?

Mrs. Hlavac stated that she has a real concern with those issues. The people of Wallingford move here because they want their children to attend our public schools. She would like to see our schools attended, we have a very good school system.

Mr. Killen asked Mrs. Hlavac if she has reviewed the specifications of the project as carefully as she can, especially with regards to the Middle School aspect of the project?

Mrs. Hlavac responded, she has looked at the Middle School plans and noticed where the additions are going to be made, she is not nearly as informed as the School Building Expansion Committee is.

Mr. Killen advised Mrs. Hlavac that she familiarize herself with the aspect of space allocation before the proposed project and what exists currently for this will be an important part of the process. An ongoing argument has been taking place over the fact that classrooms which existed previously in a school system which housed "X" number of students no longer exist and the school can no longer maintain the

previous capacity levels.

Mrs. Hlavac stated, since the schools have been built the system has experienced an influx of children with special needs and other classroom space has been needed to address those needs. That population may not have existed in the past.

Mr. Gouveia asked Mrs. Hlavac what her feelings were on shared education with other towns, more specifically, on programs that exist presently that could be shared with another town instead of duplicating the programs, resulting in a cost-savings to both municipalities while delivering efficient, quality programs. One example is special education.

Mrs. Hlavac stated, there could very well be areas....we have sent students to other schools, Meriden, for instance, to Platt, and we get children in from other areas in conjunction with the Vo-Ag program. It is an area that can be explored especially because special education is quite costly. As long as we have the room, of course.

Mr. Gouveia asked Mrs. Hlavac what her feelings were with regards to magnet schools?

Mrs. Hlavac stated, there are a lot of concerns that people have. It would depend on what the curriculum was that was offered, who our partner would be, she would want someone who is very fiscally responsible.

Mr. Gouveia asked, what if a magnet school was located only in Wallingford to serve only Wallingford residents?

Mrs. Hlavac has not given that issue much thought and would have to think carefully about it.

WAIVER OF RULE V Motion was made by Mr. Rys to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Making an Appointment of the Board of Education, seconded by Mr. Knight.

VOTE TO WAIVE RULE V: Solinsky was absent; all others, aye; motion duly carried.

Motion was made by Mr. Rys to Appoint Karen Hlavac to the Board of Education to Fill a Vacancy for a Term to Expire 1/96 seconded by Mr. Knight.

Mr. Rys stated that he has known Mrs. Hlavac for many years, he has attended Board of Education meetings, past and present, Karen has been there, she is an advocate of children, has served on many committees, A.C.E.S., and just recently became a graduate of Regents College of the University of New York. He urged the Council to appoint Mrs. Hlavac for she would be an asset to the Board of Education.

Mr. Knight stated that he has observed Mrs. Hlavac work in the area of special education and there is no one as independent as she is and who

February 14, 1995

will work as hard as necessary to do what she believes is right. He strongly endorsed Mrs. Hlavac for the position on the Board.

Mr. Killen added a Friendly Amendment to Waive Rule 12B(1) of the Town Council Meeting Procedures to Allow for the Appointment of Mrs. Hlavac, seconded by Mr. Knight.

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

Town Clerk, Kathryn J. Wall, performed the Swearing-In Ceremony of Mrs. Hlavac at this time.

Mrs. Hlavac thanked the Council for the appointment and vowed to do the best she personally could for the children of the Town of Wallingford.

ITEM #2 Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Regards to the Sale, Lease or Purchase of Property Regarding the School Building Expansion Project

Motion was made by Mr. Killen to Enter Into Executive Session, seconded by Mr. Rys.

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

Present in Executive Session were: All Councilors (with the exception of Mr. Solinsky), Mayor Dickinson, Corporation Counselor Adam Mantzaris, Rick Doll, Traffic Maintenance Officer, Don Harwood, Chairman of the School Building Expansion Committee and committee member Jon Walworth.

Motion was made by Mr. Killen to Exit the Executive Session, seconded by Mr. Rys.

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

ITEM #3 Consider and Approve a Waiver of Bid for the School Building Expansion Committee (SBEC) for Secretarial Services

Motion was made by Mr. Gouveia to Approve a Waiver of Bid for April's Word Processing Service, seconded by Ms. Papale.

Don Harwood, Chairman of the SBEC stated that the committee has been utilizing the services of Ms. Panagrossi, much to their satisfaction, as does the Planning & Zoning Commission. It has been noted that payment for the service is rapidly approaching the \$2,000 mark with the frequency of the meetings as the project progresses, therefore a waiver of bid is requested for the remainder of the fiscal year by the committee to continue the vital service.

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

PUBLIC QUESTION AND ANSWER PERIOD

Pasquale Melillo, 14 Haller Place, Yalesville spoke in opposition of

February 14, 1995

waiving the bid for the secretarial services for he feels that it discourages competition. He went on to say that executive sessions should be conducted at special meetings to prevent the regular meetings from running on too long.

Frank Wasilewski, 57 N. Orchard Street asked Attorney Mantzaris if a Town employee can sign the petition for the recreation center or is it a conflict of interest to the employee's position?

Attorney Mantzaris stated that it would not be a conflict of interest.

Mr. Wasilewski asked if the tenants in 6 Fairfield Blvd. (new site of proposed recreation center) are aware that they will have to vacate the building? Did the Town ever refuse an offer presented to it to purchase the Backus Property?

Mr. Wasilewski was informed that it is the responsibility of the firms leasing space in the building to notify their tenants of the move. Are we going to put people out of work to get ourselves a recreation building?

Mayor Dickinson stated, to his knowledge, there was never an offer to the Town to purchase the Backus Property for a specified amount of money. The property was considered by the Town, but an offer was never proposed to the Town.

Philip Wright, Sr., 160 Cedar Street asked, if the group of individuals soliciting signatures for a referendum are successful in obtaining the necessary amount, when will the referendum be scheduled?

Ms. Wall stated, according to the Charter once the necessary amount of signatures have been obtained and certified the Town Clerk notifies the Council. At that time the Council has the option to repeal the ordinance. If the ordinance is not repealed, within sixty days a referendum has to be held. The Registrars of Voters and the Town Clerk will then ask that a date be set by the Council for the referendum. If everything is successful the referendum would be scheduled during April school vacation. That way the two high schools can be the polling places versus all fourteen locations being opened and staffed. There is nothing in the Charter that states that the fourteen polling places have to be utilized. Absentee ballots will be available for people to make application for in the case they are going away on vacation.

Reginald Knight, 21 Audette Drive asked some questions of the Council of which he stated that he does not expect answers for. They are as follows: Why does the Town pass ordinances which are impossible to enforce or we have no intention of enforcing? Why do four to six sanding trucks sit outside a diner when Center Street remains a sheet of ice, couldn't coffee breaks be organized so that not all the workers are on break at the same time? The Town passed an ordinance with respect to dumping which specifically addressed the time frame by which the perpetrator must clean the mess by. There was a tree down approximately 50 yards from the Town Hall and somehow the Town could not find it for four days or could not find the time for four days to

February 15, 1995

clean it up and yet, once they did find it, they found the time to cut it up neatly into fourteen inch lengths for the homeowner to place in his fireplace as he requested in the local newspaper. With regards to snow removal, up here on East Center Street we have a housing project for the elderly. There is one person in town who owns property on either side of that building and year in and year out no effort is made what so ever to clean that sidewalk. There still remains snow three feet high against the building opposite Simpson School. Further down where people would be wanting to go up to town, there is snow there. Ten days have passed since the storm. Tickets have been issued on the West side of Town for violation of the ordinance pertaining to the removal of snow from sidewalks following a storm. Last year Mr. Knight asked the police three times and the Mayor once to address the issue. Nothing has been done. With regards to special interest groups, as Mr. Knight referred to them, he asked, do they think that the taxpayer's pockets are bottomless? He is one of many who work for a firm that has been "down-sized". He feels that the term "down-sizing" is a nice way to be shown the door. When he and others are "down-sized" no one came rushing in for them asking, who will pay their medical coverage?, as did one lady in the audience at the last meeting when the management contract was discussed. One person at that meeting warned the Council not to dial "9-1-1" for no one will answer. Mr. Knight pointed out that when Pratt & Whitney down-sized they did not say that their aircraft will only carry passengers 80% of the way across the Atlantic because we have laid off 20% of our people. The people at Hamilton Standard did not say that our radar equipment would be 30% out because 30% of our people have been laid off. What is this business of threatening that no one will answer 9-1-1? As one Councilor stated last meeting, it is sad that no one comes out the meeting except a select few who are gray-haired, older people. The younger people have this feeling that they cannot fight city hall, that the Council is going to do what they please, anyway. He is saddened by the entire matter. We have an anomaly here...at the last election we had there were more people who voted against the Mayor than for him, yet he is the Mayor of our city. The people in the street don't feel that they can get up at the meetings and make any contribution.

ITEM #13 PUBLIC HEARING on an Ordinance Amending Ordinance #420 Entitled, "Vending Ordinance".

Motion was made by Mr. Killen to Dispense with the Reading of the Ordinance in its Entirety and Append a Copy of it to the Minutes, seconded by Mr. Knight.

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

Mr. Killen addressed each section of the ordinance separately asking for any comments/suggestions from the public as well as the Council as they were addressed.

SECTION 1 - Definitions

No action taken.

SECTION 2 - Exemptions

No action taken.

SECTION 3 - License Required, Fee, Expiration, Display, Suspension, Revocation, Hearing

No action taken.

SECTION 4 - Regulations

Beverly Belliveau, Executive Director, Wallingford Center Inc. asked that an issue be clarified for them by Corporation Counselor Adam Mantzaris. That issue is that the owners of the confines of the festival or special event not allow vendor, merchant or other business person to utilize the property in front of their building to sell their merchandise which they do not, under normal circumstances, conduct business from that location.

Wallingford Center Inc. (WCI) expressed concern with Section 4,d. which reads, "Vendors who conduct their business from private property or from property of the State of Connecticut or of the Town shall present to the Chief of Police, at the time of application for such license, a writing granting permission to use said property from the owner or owners of the such property."

Ms. Belliveau stated that WCI's main concern is that merchants who operate a business in the confine of the festival or special event may grant permission to another merchant who operates a business in another location in Town to vend from his property during the festival therefore circumventing the restriction of paying an entrance fee to vend during the festival. This would not be fair to all the vendors who do abide by the entrance fee restriction.

Mr. Gouveia stated that the issue is addressed in Section 4,h.

Ms. Belliveau wanted it stated for the record that the ordinance does prohibit such action on the part of businesses located in the confines of the festival/special event.

Both the Council and Atty. Mantzaris were in agreement that subsection h. of Section 4 does clearly prohibit such action.

Atty. Mantzaris stated that the sidewalks are the Town's property and the vendor would need written permission from the Town to vend on said property during the festival/special event.

Ms. Papale asked if vendors who come into town and sell goods on the side of the road for holidays will have to register with the Police Department first? What will they have to pay for the one day sales permit? She noticed many vendors in town today selling flowers for Valentine's Day.

Atty. Mantzaris referred Ms. Papale to page 3, subsection a., which states that such vendors have to purchase a license for a fee of \$250

February 14, 1995

which will remain valid until December 31, 1995. This permit will have to be obtained even if the vendor plans to sell his goods only once during the course of the year. The Police Department will issue a colored permit which will be easily identified by them for enforcement purposes.

Ms. Papale stated that this has been long overdue and thanked the Ordinance Committee for addressing this issue.

Mr. Rys stated that this ordinance will police itself for violators will be reported by merchants in town who have established businesses that vend the same product, flowers being one, for instance. He asked, if a vendor wishes to sell goods from a sidewalk location in town does that vendor have to obtain the town's permission to do so?

Atty. Mantzaris responded, yes. That vendor would have to obtain permission from the Town Council.

Mr. Gouveia thanked Atty. Mantzaris for drafting the language in subsection h. of Section 4. The language is very clear and should go a long way in eliminating the problems in the past.

In reference to Section 4, Regulations, subsection f., Mr. Gouveia made a motion to add the following language to the end of the paragraph: "The standing limitation of fifteen minutes shall not apply to such sales in Town parks, fields or recreation areas situated in residential zones." Seconded by Mr. Killen.

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

Motion was made by Mr. Gouveia to Amend Section 4, Regulations, Subsection i., by eliminating the language, "coin-operated" from the second line of the first sentence and also to begin the second sentence as follows, "The sale or the offering of any other goods..", seconded by Mr. Knight.

Mr. Gouveia explained that the intent of eliminating "coin-operated" from the language is that all newspaper machines will be effected and not simply coin-operated.

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

Motion was made by Mr. Gouveia to Amend Section 4, Regulations, Subsection k(2) by eliminating the word, "and" following the words, "security number", replace it with a comma and add the words, "and CT. Sales & Use Tax Permit Number" to the end of the last line following the words, "license number". Seconded by Mr. Killen.

The revised section should now read, "Applicant's social security number, driver's license number and CT. Sales & Use Tax Permit Number."

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

February 14, 1995

Mr. Zandri asked that page 4, subsection g., be clarified with regards to the restriction of vending from within 300 feet of any intersection.

Atty. Mantzaris stated that the intent of the language was to address a concern of safety.

Mr. Zandri asked if that pertained to private property? He used the example of the property located at Route 5 and Christian Street, a former gas station, and asked, if someone obtains permission to vend from that gas station, he will be within 300 feet of the intersection yet he is on private property, what is the intent in that instance?

Atty. Mantzaris stated that most of the intent was directed towards East Center Street and East Main Street, etc., residential areas and highway safety situations than vending from private property.

Mr. Zandri stated, that was his recollection that when that language was incorporated the committee was addressing residential zones. When you prohibit from residential zones completely, the 300 feet is not necessary in the ordinance.

Mr. Rys asked, wasn't the 300 feet incorporated also because of certain locations, such as Route 5 where the gas station is there is almost no parking to begin with and now we have a flower vendor setting up with a tent. That is a public safety question. Also, you have a restaurant towards the North end of town who has someone back in with a flower wagon also.

Atty. Mantzaris stated, that will be the toughest one to enforce since the vendors want to be on the corner for the most action....the committee had safety considerations in mind.

Mr. Rys stated, that is public safety....we don't want people running across Route 5, that is a public safety issue.

Atty. Mantzaris stated, if it proves to be unworkable then perhaps we can do something with the fee as we get into the operation of the ordinance. It may not have a lot of application in a commercial area.

Mr. Zandri stated, he recalled that the intent was to address residential areas, in fact one of the specific areas of concern was the corner of North Street and North Main Street where people were stopping for the stop sign and buying goods from their car causing traffic problems. That is totally prohibited with the language in this ordinance because it is residential. The 300 feet may cause some problems in some other areas of commercial businesses.

Mr. Rys stated, if it is State property the State will not grant permission for the vendor to do so, nor will the Town for Town property.

Mr. Zandri asked, what if someone wants to sell off of an individual's property who owns a business? It will effect a lot of businesses on Route 5.

February 14, 1995

Mr. Knight asked Rick Doll, Traffic Maintenance Officer, if 300 feet was too excessive? That equals 100 yards which is a great distance.

Mr. Doll responded, 300 feet is a lot, you could probably split that in half. If we were to change that to 150 feet it would be fine.

Motion was made by Mr. Knight to Amend Section 4, Regulations, Subsection g, by changing the language, "..or within 300 feet of any intersection.." to read, "..or within 150 feet of any intersection.." seconded by Mr. Gouveia.

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

SECTION 5 - License Display

No Action Taken.

SECTION 6 - Gender

No Action Taken.

SECTION 7 - Violations and Penalties

No Action Taken.

Motion was made by Mr. Killen to Adopt the Ordinance as Amended, seconded by Mr. Gouveia.

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

Mr. Gouveia asked Town Clerk, Kathryn Wall, how long before the ordinance will go into effect?

Ms. Wall responded, the Mayor has ten days to sign the ordinance, it must then be published and takes effect thirty days from the day the Mayor signs it. It could conceivably be forty days.

Mr. Gouveia stated that he hoped that the Mayor would sign this ordinance as soon as possible so that it may be published and in effect for Mother's Day or at least, Easter.

ITEM #4 Consider and Approve Authorizing the Use of the Parade Grounds by Wallingford Center, Inc. on June 3 & 4, 1995 for a Two Day Art Show

Motion was made by Mr. Killen, seconded by Mr. Rys.

Landmark Galleries, in conjunction with Wallingford Center, Inc. will showcase artists under tent displays on the parade grounds for the two day period with the hopes of attracting people to the downtown area to view the displays and shop in local stores.

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

This transfer is being requested to fund the salary accounts for two managers who were inadvertently left off the list of transfers in connection with the Council action of January 24, 1995 with regards to the Management Union contract.

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

Motion was made by Ms. Papale to Move Agenda Item #10 Up to the Next Order of Business, seconded by Mr. Killen.

VOTE: Solinsky was absent; Zandri, no; all others, aye; motion duly carried.

ITEM #10 Consider and Approve a Transfer of Funds in the Amount of \$500 from Cremation Fees Acct. #001-2020-600-6050 to Dog Food Acct. #001-2020-400-4400 - Animal Control Officer

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

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #8 Remove from the Table a Report Out from the Economic Development Commission as Requested by Councilor Geno J. Zandri, Jr.

VOTE TO REMOVE FROM THE TABLE: Solinsky was absent; all others, aye; motion duly carried.

Don Roe, Program Planner and Gary Powell, Chairman of the Economic Development Commission (EDC) were present for this item of discussion.

Mr. Zandri asked what the success rate has been with the program?

Mr. Roe referred to the latest quarterly report dated January 25, 1995 (Appendix II) which reflects that the commission is working with approximately sixteen different clients of whom half are from out of State.

Mr. Zandri asked, have any businesses relocated to Wallingford within the past one year due to the direct efforts of the EDC?

Mr. Roe stated that he could not make that representation at this time.

Mr. Powell informed the Council that it is a known fact of experts in the field of business transfers that approximately 2,200 companies move per year and approximately 15,000 municipalities and Chambers of Commerce compete for those businesses to relocate to their communities. For us to have sixteen perspective firms interested in Wallingford is a good percentage for the efforts put forth by the committee.

Mr. Gouveia stated, out of the 5,860 direct mailings made by the commission, eleven have contacted the commission. Is the EDC still working with those eleven firms and is there a possibility that they

- 11 - February 14, 1995

Mr. Killen stated at this time that Item #9 has been withdrawn from the agenda.

ITEM #5 Consider and Approve an Appropriation of Funds in the Amount of \$1,000 in the Special Revenue Fund/Long Island Sound Grant 95-3216 to State Grant Revenue Account and to the Long Island Sound Grant 95-3216 Expenditures Account - Mayor's Office

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

Mr. Knight asked what the grant is for?

Mayor Dickinson stated, this is for the Board of Education, it is a State grant. He is not sure what purpose the grant is for.

Ms. Papale stated she believed it to be a grant to teach the students about the ecology of Long Island Sound and how important the environment is.

Mr. Knight was not questioning the validity of the study. He was willing to bet, however, that it is costing between the Town of Wallingford, the State of Connecticut and everyone else approximately \$300 to process paperwork to get this \$1,000. This is the kind of stuff that goes on in Hartford that drives him crazy. We have buildings full of people producing mini-grants such as this that are all well and good but are a terrific drain on the taxpayer.

Mr. Knight agreed entirely with Mr. Knight. He stated that if many of the \$1,000 grants were done away with and the sums combined for a larger grant with one purpose, more may be accomplished with the funds.

Pasquale Melillo, 14 Haller Place stated that the grant is vague and it should be rejected.

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

ITEM #6 Consider and Approve a Transfer of Funds in the Amount of \$22,221 from the Health Insurance Acct. #001-8041-800-8300 to Retirement Sick Leave Account #001-8041-800-8360 - Personnel

Motion was made by Mr. Knight, seconded by Mr. Rys.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #7 Consider and Approve a Transfer of Funds in the Amount of \$3,557 from Council Contingency Acct. #001-8050-800-3230 of Which \$2,212 is Transferred to Director and Administrative Aide Salary Acct. #001-5020-100-1200 and \$1,345 is Transferred to Dog Warden's Salary Acct. #001-2020-100-1100 - Personnel

Motion was made by Mr. Killen, seconded by Mr. Rys.

may relocate into town?

Mr. Roe could not make that representation to the Council. An important lesson to be learned is that, in identifying receptive clients who have certain needs, it is also important for the Town to be able to identify what our resources are. Some of the eleven firms we are working with may have space requirements that are not available to them at this point in time. One company did relocate to Wallingford and another expanded using an existing building in town.

Mr. Gouveia asked Mr. Roe if he felt that the \$40,000+ used for the direct mailing, national advertising and telemarketing tools of the EDC were funds well spent?

Mr. Roe responded, the EDC has been evaluating the approach and, in terms of next year's program, you will not see that type of aggressive direct mail proposal. By far the most successful responses have been the result of telemarketing.

Mr. Gouveia pointed out that this has been a new venture for the EDC and they are not to be faulted for the results and it is good that the commission is already re-evaluating how to direct the funds and marketing approach for the next year.

Mr. Knight stated, for the forty prospects you have identified the means by which the link was made, was it primarily through telemarketing?, by developers?

Mr. Roe responded, the forty in-State inquiries came through a variety of already existing sources such as the State EDC, brokers, brokerage communities, direct inquiry in response to our signs, etc.

Mr. Knight stated that the way to evaluate the effectiveness of any marketing program is not necessarily the number of firms that have been landed. We cannot expect firms to simply "wander" into town themselves to sign up. He applauded the efforts of the EDC. The eleven "possibles" that were identified were eleven more than we would have had if the program had not existed. We have got to show some interest in recruiting if the town is to grow. He asked, does the EDC participate in the decision-making process every time an inquiry comes into the Program Planning Office?

Mr. Roe responded, most of the response to the inquiries is handled by the staff of the Program Planning Office. On a monthly basis the office will provide a summary report to the EDC but if there is a necessity to have EDC members involved more directly, that will happen. In term of actually preparing a response or an initial meeting, generally that will happen at the staff level.

Mr. Powell stated, sometimes, most of the time, the Chairman of the EDC is invited to the meetings.

Mr. Knight stated that he was involved in a situation where it would appear that the EDC was not party to what could have been, although it did not turn out to be so, quite a substantial prospect. He was

February 14, 1995

curious if pre-screening was taking place to determine whether or not certain businesses are qualified for attention and certain businesses don't. He wondered if that would be the job of the EDC more than anyone else for it seems that would be their function.

Mr. Roe was not aware of the specific company that Mr. Knight was referencing and stated that a variety of issues come into play in such a matter. Many times companies do not want their businesses discussed publicly and the EDC is a public body. Some companies request that things be maintained confidentially. We have to abide by that request.

Mayor Dickinson verified that statement and added that his office had been contacted on one occasion by a company asking that no public discussion take place with regards to that company's inquiry.

Mr. Knight stated that he was not leaning towards public discussion on such matters but rather his primary concern was seeing to it that EDC is involved, at least the Chairman is, in inquiries, when made by potential customers. He wants to make sure that our economic development efforts are as aggressive as they can possibly be.

Mr. Killen asked Mr. Roe to define the term "active firms".

Mr. Roe explained that the starting point of the program is to try and identify growing and expanding companies. Companies that comprise the bulk of that are companies that meet those criteria. In our second phase of recruitment the company criteria were "ratched" up. We began targeting companies with 100+ employees with a certain level of sales and a certain number of years existence.

Mr. Killen asked, what is it that the sixteen active firms are seeking that we are not able to supply at this particular time?

Mr. Powell responded, some have stated that they are not ready to move yet and they will review what we are offering in another year or so.

Mr. Roe stated, the sixteen actives are companies who do not have plans a year out...they are companies that have identified the fact that they are seeking space. It does not mean that we have the existing space or the existing land that meets their needs but they have identified that they are actually seeking space. Yes, there are gray areas with the sixteen firms but when an existing building doesn't work for a firm is he supposed to break off all communication with them, he asked?

Mr. Killen stated that the results are not as promising as he would have liked them to be.

Mayor Dickinson stated, it is a long term goal of having a presence in a national market and that takes, year after year, consistent, repetitive marketing techniques. At some point people become familiar with your area and recognize it and then you command some presence but that cannot be achieved in one or two years.

Mr. Zappala asked Mr. Powell what his opinion was of the Town's action to purchase 6 Fairfield Blvd., and has the EDC contacted any of the three firms who currently reside in the building to see if they are willing to relocate in town?

Mr. Powell responded, as Chairman of the EDC his commission is in the business of trying to attract business, not lose it. Where there is revenue coming from that building...it would not be favorable for the Town to purchase it...as Chairman of the EDC. There are some circumstances as to why Simpson School has to be vacated but, in putting on his EDC hat, Mr. Powell stated that it does not make sense to take that business property off the tax rolls. EDC has not contacted those firms currently housed in the building.

Mr. Roe stated, where it is incumbent upon the Town to abide by the Relocation Assistance Act, there will be contact with those businesses, there has not been contact yet.

Mr. Gouveia stated for the record that economic development, even though it is a nice term, it connotes over development many times. Back in 1987 he ran a campaign focused on the problems of over development. The theme of his campaign was "Wallingford, a town, not a city". He stated at that time that there was a dark side to development and he still says that today. We are a very different town today then we were back in 1987. Are we better off today than prior to 1987? One fact is that his taxes keep going up and the services are not much better than they were then. The street and sidewalk maintenance are not much better now than then. Yes, we have a new water/sewer treatment plant but we are paying three times more for water now. We should not jump too quickly to embrace every kind of development that there is. He did not feel that the EDC was doing that, they are being very selective of the kind of mix we get, which is very healthy for the town. Look at the school system, the multi-million dollar project we are facing is due in large part to over development. There is a price to be paid for it.

Mr. Knight stated that it costs approximately \$7,000 per child, per year to provide an education to a child. If one house has two children that equates to \$14,000. We cannot, obviously, assess taxes on that house to cover the cost of educating those two children who live there. Who makes up the difference? Businesses...industrial taxpayers, research buildings, banks, large data processing firms, etc. which are located in the Town. We have to be extremely careful about how we define over development. If you want to see horrendous taxes visit Westport or Greenwich or any of the communities in Fairfield county. They have very little in the way of industrial development and they are starved...the people who live there for the most part are fortunate to be able to afford to pay those taxes. Industrial development, if it is done properly, and we have done an excellent job, by and large, is absolutely key to keeping taxes from skyrocketing and keeping the school systems and other sources we demand competitive and available to middle class taxpayers.

Mr. Roe stated, it is not that the EDC has come knocking on the door asking that the Town zone more land, industrially, what the EDC has

February 14, 1995

done is try to be faithful to the heritage of the community and faithful to the notion that we are looking to fill vacant space and manufacturing-type companies. That has been the flag that the EDC has carried forward in this campaign.

No action was taken.

The Chair declared a ten minute break at this time.

ITEM #12 Consider and Approve a Resolution Authorizing the Mayor to Submit an Application to the State of Connecticut for Transportation Enhancement Funds for the Center Street Streetscape Project for Federal F.Y. 1996-97

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

Mr. Killen read the resolution into the record (Appendix III).

Mr. Killen asked, where is the Town's share of the project, \$400,000 going to come from?

Mayor Dickinson stated, it is his guess that it will come from the Capital & Non-Recurring Fund. Until we know for certain that we will be the recipient of the grant, we do not need to appropriate any funds at this point. The project cost is in the area of \$1.8 million which will include improvements from Elm Street down to Route 5 with some improvements along Route 5 in either direction for approximately one block (Prince St. to Church St.). He would look to continue the improvements as we now have on Main Street and are now existing on the green at the Railroad Station. The project was approved over one year ago and went to design. If we do receive approval from the State, we are in a good position to move forward with this. This would represent Phase III of the improvements that have been talked about that have been started with the railroad green. We should know by September or October of this year. The period lights and brick strip theme will be carried along on Route 5 to match North and South Main Streets.

Eleanor Durgan, Kingsland Avenue asked, what about the cemetery wall which is crumbling on Colony Street?

Mayor Dickinson was not aware of any problem with the wall. It has not been identified as part of this project. If the wall needs repair it should be undertaken separately by the Town. He will obtain a report on the condition of the wall.

Frank Wasilewski, 57 N. Orchard Street warned that any work that is to be performed on the cemetery be looked into carefully for the wall is on file in the national registry. Not just anyone can perform the work like we did with the stairs in front of the Town Hall. An expert must reproduce it just the way it is.

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

February 14, 1995

ITEM #14 Consider and Approve Acting Upon the Arbitration Award of AFSCME, Local 1570, Police Union Contract - Personnel

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

Attorney Dennis Ciccarillo, Town of Wallingford Negotiator, summarized the principle economic benefits in the terms of the contract that have been changed through this award. The wages were in the end a non-issue because both the Town and Union came in with the same exact offers on each of the three years; there was a co-pay achieved of 3.5% consistent with several other contracts; cost-containment on health insurance; there was an added twelfth holiday to bring this unit consistent with almost every other unit in town at twelve and there was a cap on vacation days for new hires at twenty-five. Apart from those issues which had specific dollars and cents implications, there were many "language issues" or "management rights" issues that were arbitrated and decided in this case. Several of these have economic consequences though they are much more long term. They provide for more flexibility in terms of staffing which can alleviate certain excess costs in terms of some of the more extravagant types of overtime and, in general, will allow for a smoother operation at the department. He stated that the award, in his opinion, was a fair award, has relatively minor economic changes involved and the third year of the contract (July 1, 1995) sees a wage of 3% and offset by the co-pay of about .75% and a change on the vacation day of .35% so the net cost in this coming third year will be about 2.6%.

Mr. Gouveia asked, what are the statutory requirements as far as a time line is concerned with binding arbitration? Isn't it that you have to start negotiations several months before the contract expires and you have to end them before the old contract expires? In this case we must soon be negotiating the new contract again.

Atty. Ciccarillo stated that the scenario being described by Mr. Gouveia is the common one on the Board of Education side, particularly teacher contracts. It is not the typical scenario for all other municipal contracts. This contract, however, is not typical either, being before the Council halfway through this current three year contract. The statutory time lines do require that we start negotiating four months prior to the July 1st date. We have done that in this unit and others and the negotiations continue after July 1.

Mr. Gouveia stated that the negotiations should have been wrapped up in June of 1993, what happened in this case?

Atty. Ciccarillo responded, the negotiations went on as usual, proposals were exchanged in July and negotiations continued on until the Fall of 1993. He did not recall when the letter of arbitration finally came from the State board. There were probably five hearing days in this contract. To coordinate the three arbitrator's schedules along with the two attorney's as well, it strings out those hearing days.

February 14, 1995

Mr. Zandri stated that he did not agree with the offer that the Town made to the union, therefore it is an issue with him. In his opinion this contract did not contain what he considered to be substantial give backs. For employees in this union to receive six week's vacation after fifteen years is unbelievable.

Atty. Ciccarillo pointed out that the vacation time has been capped at twenty-five days for new hires.

Mr. Zandri stated, that will take a lot of time before the Town reaps any benefit from that particular scenario. It is absolutely unheard of to get six week's vacation after fifteen years of service. What would bring this unit in line with the real world would be five week's vacation after twenty year's of service and even that would be considered generous. That is what we should be looking for. This contract also gives the employees an extra holiday to bring them in line with other unions in Town. As negotiators for the Town we are going in the wrong direction. We should be bringing the other unions in line with this union and bringing everyone down to eleven paid holidays like most people have in the real world.

Mayor Dickinson stated that the Town did not offer that benefit, it was awarded because it was the union's position.

Mr. Zandri noted that he is pointing out what he considers to be the problems with this contract. We should be looking for concessions with these particular contracts. The unions constantly are seeking to even themselves out with other unions for example, the extra holiday. There are contracts in this Town with a 5% co-pay towards insurance, why aren't we bringing this union in line with those unions instead of awarding them a 3.5% co-pay? It only seems to work one way with the unions, to their benefit. This is what concerns him about the contracts.

Atty. Ciccarillo stated that we must first bring all the units into the co-pay world to begin with. We have now done that with the police.

Mr. Zandri asked, during negotiations was the issue ever raised to incorporate language into the contract that would allow our auxiliary police to work for Town-sponsored functions? Was that something the Town was looking to achieve in these negotiations?

Atty. Ciccarillo responded, no, it was not.

Mr. Zandri asked, do you think it is something that the Town should be looking for?

Atty. Ciccarillo answered, that is a policy decision that is not to be made at his level of negotiator.

Mayor Dickinson stated, the issue is the taking away of work from regular employees. That has been an issue with the Police Department on and off and grievances filed over it.

Mr. Zandri stated that he does not advocate taking hours away from an employee, reducing them to less than their normal hours of work during the week, however, we also have a community we must take care of. Most of the Town-sponsored events are after hours such as school activities, sporting events, etc., which auxiliary units are designed for. To utilize those volunteers would not be taking away their regular work from anyone, it would simply be taking away overtime.

Mayor Dickinson stated, the overtime work is an area of very active protection by members of any bargaining unit. That is why most of the contracts, if not all of them, deal very explicitly with the right to overtime, rotation of schedules for equal access to it, etc.

Mr. Zandri stated, overtime is not guaranteed in any job. It happens to be a fringe benefit. We have an Auxiliary Police group that this Town is funding during the budgetary process and they are not being utilized. This is one of the areas that should be looked at as far as negotiating it into the contract. They should be used not for outside contract work but for municipal events associated with or sponsored by the Town where we can save the taxpayers some dollars here. That is what the community is all about. We are missing the boat on these negotiations.

Mr. Zappala asked Atty. Ciccarillo what the consequences will be to the Town by going back to a second arbitration panel?

Atty. Ciccarillo responded, the wages would not be an issue. The direct dollar issues that may be subject to change would be the vacation days which equals .35% of payroll, the co-pay which is .74% of payroll and the insurance cost containment language which does not actually deal with money out of pocket but is a potential savings to the Town of .53% of payroll. In effect, we have the potential to do better by .35% (approximately \$8,500) or do worse by 1.27% of payroll. There is more to lose than to win, technically on the dollar and cents side. Apart from those three particular lines that we can attach dollar signs to, there are other changes in language achieved here which are very important to the management of this unit which would also be threatened other than those particular money lines, for instance, a provision regarding assignment flexibility. That provision allows the Chief, in a case of some emergency which calls for immediate staffing, to direct his forces in what ever way he saw fit to get the job done at that moment without having to worry about ticking off all of the steps required through an overtime call-in process and without having to worry about facing a grievance for not having done so.

Mr. Killen asked if the overtime is accounted for in the pension rights as well?

Tom Sharkey, Acting Personnel Director responded, yes.

Mr. Killen pointed out that the Town gets hit twice with the overtime issue since it also effects the employee's pensions. That is why they are so protective of earning their overtime. In the meantime the Town is equipping and training auxiliary policeman/civil defensemen and we

February 14, 1995

cannot use them.

Mr. Knight was troubled by the idea that the Town's last best offer with regards to wages was what the union wanted. The Cheshire Police Department had an arbitration award recently handed down to them where the second and third years of the contract are 2.5% increases. Why we are here at 3.25% and 3% for the last two years and we didn't even try for less, why is that?

Atty. Ciccarillo responded, we don't know all the circumstances surrounding Cheshire. You cannot simply compare wage lines without knowing what each of the other lines of rights and benefits are such as vacations, pensions, longevity, etc. There are no secrets here, we have to guess what the union is going to come in with and they have to guess what we are going to come in with. If we were to come in at particularly lower amounts and they came in with slightly higher amounts than these, then we would have a dog fight and we may win one and lose the other. In the end we may end up averaging exactly what these numbers are. You have to understand that there were other financial lines that we were looking at here, for instance, co-pay. There were no insurance issues from the union's side in this particular case and so there is a sense of balance that has to be struck in terms of the overall last best offers here.

Mr. Knight asked the Chief of Police to explain the language issues addressed in the contract to help guide the Council in seeing that the Town got as good a deal as they were hoping to get.

Mayor Dickinson stated that we are getting more into an arena which deals with the strategy. We can state what the results are but if the Council wants to get into the topic of strategy then we must do so in executive session.

Mr. Knight shared Mr. Zandri's feelings with regards to overtime, stating that this idea of by signing a contract that people who have worked a full week's work have a claim on any extra work smacks of a legal monopoly and it is something that we should be working on in every negotiation session to minimize our exposure to this kind of monopoly whether it be in the line of police work or any other unit that we have to bargain with.

Mr. Gouveia asked the Mayor what his opinion of the contract was?

Mayor Dickinson stated, in balancing a variety of interests, the contract should be accepted by the Town because of the arbitration award and in part because he did not trust the second arbitration process. He was of the opinion that the law pertaining to the arbitration process was flawed, at best, and generally not in the interest of any parties, not the management or labor. On balance the Town is well-served by the contract. It is not perfect but we have made some gains such as co-pay, some concerns regarding language have been resolved, our third year out is in conformity with other units, we gained back vacation time, we moved well in a number of directions and there is more than enough to support a positive view of it. There are a lot of things in most of the contracts that he cannot say he is

February 14, 1995

personally in agreement with. For instance, he feels that any wage increase in excess of the C.P.I. (Consumer Price Index) is excessive. A lot of the longevities and small items in contracts that have appeared over a long period of time no longer have a place in the contracts, in his opinion, since wages have increased.

Mr. Gouveia pointed out the one of the arbitrator's stated in his dissenting opinion that he was surprised that the Town and the union came in with wages that were in excess of the C.P.I.

Mr. Gouveia was surprised that the Mayor would make a similar statement because he assumes that the negotiator takes orders from the Mayor. The negotiator has clearly stated that he does not take orders from the Council but the Mayor. The majority of this Council, during executive session, has told the negotiator not to negotiate any wages above 3% and now you, Mayor, are telling us that more than 3% is bothersome to you but you must have given the negotiator the o.k. to go ahead and give the 3.5%.

Mayor Dickinson responded, that is correct because I have to balance out and evaluate competing interests. To his knowledge, at that point, there were no awards at the C.P.I. level. Cheshire may have come in below but at that point we were not aware of any awards at the C.P.I. level. Secondly, other awards that were out there in the respective years were 3%. The other years, other than the third one, are all dealing with either retro-active or existing years and those were higher wage amounts throughout all of our bargaining units. So our chances of coming in with one low award on this when everything else was higher in the Town, was not very likely. When you balance that with some other factors, you go in with a low wage and, as a trade-off, you don't get co-pay....I was convinced that by coming in with an abnormally low wage would do a great deal of potential harm in our effort to getting co-pay. This is a reasonable award. Could it be better, sure.

Mr. Gouveia stated, he did not buy the premise that if you were to engage the auxiliary force it would necessarily take away work from the regular police force. Unfortunately, sadly, today you can never have enough police. It is my understanding that this town of 43,000 is patrolled by three police cruisers on the third shift. He does not believe that to be a great deal of police coverage. We should employ as much police force as we can and if we can get some because they are volunteering and we can put them to good use, he is all for it. He will have no problem voting for rejecting the contract and sending it back to binding arbitration however in this case it would make no sense to do so. Out of twenty issues the arbitrators ruled in favor of seventeen for the town and three for the union. He did not feel that the union was a highly paid one, especially in comparison to the manager's union contract. The employees of this unit have rotating schedules which mean that they work Saturdays and Sundays as part of their regular work week. Other units require overtime payment for their employees who come in on Saturday or Sunday or, at the very least compensation time. This unit also does not receive a prescription rider nor a deferred tax plan. This union is not highly compensated. The reason he believes that this contract went to

February 14, 1995

binding arbitration because the two sides locked horns and were not able to work with each other somehow.

Mr. Zandri stated that you cannot begin comparing one particular group's salaries to another for the wages are dictated by supply and demand.

Philip Wright, Sr., 160 Cedar Street asked Atty. Ciccarillo what his payment arrangements were with the Town?

Atty. Ciccarillo stated, he is paid by a retainer agreement with the Town on an annual basis.

Mr. Wright stated that we need new negotiators because the taxpayers always come up short in Wallingford. He recently listened to the Mayor talking about the Town having a lower average wage than other communities in the State and that our unemployment in this Town is higher than the average of the State and all he ever hears is that we are going to give the unions more and more and more and that we cannot give less because we gave more six months ago. If we are not going to say no sometimes then we may as well open up the dam flood gates and let the it all go. He has no quarrel with the police in this town but he does with the fact that we always seem to give. Municipal government exists only to pay the employees in this Town. It does not exist for the taxpayer or the citizens any longer but to pay the employees.

Motion was made by Mr. Killen to Table Item #14 Until the Council considers Item #15, seconded by Ms. Papale.

Mr. Killen stated that it was his belief to be a violation of the Charter of the Town if the contract is approved and the employees immediately begin receiving their new rate of pay without first approving the transfer.

VOTE: Solinsky was absent; Gouveia, Killen, Duryea, aye; all others, no; motion failed.

Motion was made by Mr. Zandri to Reject the Arbitration Award, seconded by Mr. Killen.

VOTE: Solinsky was absent; Killen and Zandri, aye; all others, no; motion failed.

ITEM #15 Consider and Approve a Transfer of Funds in the Amount of \$246,187 from Council Contingency - General Government Acct. #001-8050-800-3230 to Various Accounts Within the General Budget of the Town of Wallingford

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

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #16 Consider and Approve a Transfer of Funds in the Amount of

\$3,000 from Chemical Expense Acct. #641-000 to Outside Services Acct. #923-000 - Water Division

Motion was made by Mr. Killen, seconded by Mr. Rys.

This transfer is being requested for the purpose of contracting a consultant to perform inspections of the Division's four dams. Bids have been received for the work and the cost to perform the work is in excess of the budgeted amount, hence the request for the additional funds.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #17 Consider and Approve a Transfer of Funds in the Amount of \$20,000 from Purchased Power Acct. #555 to Fuel Expense Acct. #501 - Electric Division

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

Due to unanticipated generation requirements the budgeted amount for fuel expense will be exceeded. This is due to NOx testing and to this week's request by CONVEX for generation to help offset the power shortage experienced with two nuclear power plants out of service and the unavailability of import power from Canada.

Mr. Rys asked, when does the new contract come into effect?

William Cominos, General Manager of the Electric Division responded, it is in effect now.

Mr. Rys asked, this is a final expense?

Mr. Cominos answered, no. We can be asked to come on line by CMEEC through NEU. We can still be called.

Raymond Smith, Director of Public Utilities explained that FERC (Federal Energy Regulatory Commission) has given tentative approval and we are in a waiting period now. The way the contract works is that we have assigned that generation over to CMEEC and when it is dispatched to CONVEX or whomever we still have that obligation until we decide to take it out of service or what ever. It is being dispatched through CMEEC to CONVEX and we get reimbursed for fuel oil when it runs. CMEEC has an obligation to reimburse us. It is recoverable.

Mr. Killen asked what the NOx testing is?

Mr. Cominos explained, Nitrous Oxide, the Town has to meet certain air quality compliances and in order to do that we have to perform a test at the Pierce Plant to determine what our emissions were. If the plant will continue to run then we have to periodically test our air quality to make sure we comply with standards.

Mr. Killen asked, how many hours did the plant run?

February 14, 1995

Mr. Cominos responded, for three days.

Mr. Killen asked, how much oil do we normally keep in the tank?

Mr. Cominos responded, normally we try and keep 100,000 gallons.

Mr. Killen asked, how many gallons did you run through it in three days?

Mr. Cominos responded, we run almost 2,000 gallons per hour. Once you run you have to run 24 hours.

Mr. Killen stated, to have to come up with \$20,000 after the one request to run, it seems as though we didn't have much in supply did we?

Mr. Cominos responded, we did not have a lot of oil in the tank. We are playing this very close to the vest until we decide what we will be doing with Pierce.

Mr. Knight asked, how much of this is recoverable?

Mr. Cominos responded, the only expense that is recoverable is the fuel oil expense. The overtime, maintenance expenses, etc., are not recoverable.

Mr. Zandri stated, when we get into the next budget session we need to take a real hard look at the Pierce Plant and where we are going with it.

Mr. Cominos stated that the division has a consultant on board who is performing a study of the situation and will present options to them.

Mr. Knight asked, why was there a shortage of power? Was it due to demand or misallocation of resources?

Mr. Cominos stated that New England did not receive 1,200 megawatts usually imported from Canada due to their own problems up there and also due to Millstone II units and CT. Yankee being down as well. We were missing almost 3,000 megawatts of generation in New England.

Philip Wright, Sr., 160 Cedar Street asked Mr. Smith at the P.U.C. meeting last week when this was discussed, "What would have happened to Wallingford had we not started up the Pierce Plant?" Mr. Smith's answer was, very specifically, "Nothing."

Mr. Smith agreed.

Mr. Wright stated, the Pierce Plant is simply a nice toy that we can feel good about.

Mr. Smith stated, there was no penalty if we did not run. On the other hand, if everyone took the same attitude about keeping their plants shut down, then something will happen. The lights will either go out or we will have brown outs. As long as we have a contract,

February 14, 1995

there is a spirit of cooperation to operate the plant until we make a decision to either shut it down or mothball it.

Mr. Killen stated that he is still dissatisfied with the contract signed with CMEEC/NEU. There were a lot of charges and counter charges made by the firms present at the Town Council meeting at which the contract was approved and he had recommended then and continues to do so tonight, that the transcript of that meeting be studied thoroughly. In doing so one will see that some misrepresentations were made that evening and we now have those rules in place, whether they are good or bad. We will soon find out when a crunch comes that the facts may not be what they seem to be.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #18 Consider and Approve a Transfer of Funds in the Amount of \$1,400 to Production Supervision & Engineering Acct. #500 from Production Misc. Station Acct. #506; and \$75 to Distribution Maintenance Supervision & Engineering Acct. #590 from Distribution Operation Supervision & Engineering Acct. #580; and \$450 to Customer Records and Supervision Acct. #901 from Customer Records and Collection Acct. #903 and \$3,780 to Admin. & General Salaries Officers Acct. #920-1 from Administration & General Salaries Staff Acct. #920-2 - Electric Division

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

Due to the increased salary expense resulting from the arbitration award in the management contract this transfer is being requested in the amount of \$5,705 to fund that award.

With deep regret Mr. Gouveia explained, due to his position on the management contract he will have to vote no on this transfer. He commended Mr. Cominos for the job he has performed with the Electric Division in his capacity of General Manager, proving to Mr. Gouveia that Mr. Cominos has had nothing but the interests of the ratepayers and taxpayers in mind in every decision he has made. He recognized how, at times, Mr. Cominos has had the courage to stand up to the Public Utility Commissioners who, at times, seem to be rewarding a few ratepayers for being, in essence, irresponsible consumers.

Mr. Cominos stated that he would not mind if Mr. Gouveia changed his mind on the issue.

Mr. Killen asked if the accounts were reviewed carefully to assure that a surplus did not exist in them therefore negating the need to transfer into those accounts?

Thomas Sullivan, Office Manager of the Electric Division, assured Mr. Killen that the accounts were reviewed thoroughly and the transfers are necessary to fund the award.

Mr. Killen asked, when did the managers effected by this contract begin earning their awarded increase?

February 14, 1995

Mr. Sullivan responded, they began receiving their retro-active pay in the last payroll of the past calendar year and in the first payroll of the new calendar year they began earning their new weekly rates.

Mr. Killen stated that the monies have not yet been appropriated by the Council.

Mr. Sullivan responded, due to the contract being in place the Town was obligated to begin paying by those rates.

Mr. Killen argued that simply because the contract is signed it does not give anyone the authority to begin paying the new wage without approval of a transfer.

Mr. Zandri stated that he will vote yes on this transfer due to the fact that the legalities of the issue force him to do so.

Mr. Wright commended Mr. Cominos for the stand that he has taken many times. He is a breath of fresh air in this Town, someone with some backbone. He is of the opinion that Mr. Cominos should be paid what he is due from the contract. He could not understand why this transfer was not dealt with at the time that the contract and original transfer was back in December. Why is it coming before the Council almost two months later?

Mayor Dickinson stated that the utilities are paid out of the enterprise fund accounts, not through the reserves in general government. This money is paid by the ratepayers, not the taxpayers. They are one in the same, usually but the money does not come out of general taxation, it comes out of the rates that people pay for their electric bills.

Mr. Wright stated that the Council should be questioning the legality of paying the managers their new wages without approving the appropriation. They should be taking this issue to court for the protection of the taxpayers of the Town.

VOTE: Solinsky was absent; Gouveia and Killen, no; all others, aye; motion duly carried.

ITEM #19 Consider and Approve a Transfer of Funds in the Amount of \$10,025 from Council Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Misc. Fact Finding Acct. #1300-600-6020 - Mayor's Office

Motion was made by Mr. Knight, seconded by Mr. Rys.

Mayor Dickinson stated, this amount of money being requested tonight is the total of sums owed by the Town on the police negotiations and one firefighter negotiation session. The total is comprised of a \$150 charge for the firefighter negotiation, reporting service, a \$219.76 invoice for police negotiations and two arbitrator's invoices, one for \$3,750 and 50% of the neutral arbitrator's bill of \$5,905 for a total of \$10,024.76.

Mr. Killen asked if there are sufficient funds in the accounts to cover the expenditures?

Mayor Dickinson responded, no.

Mr. Killen asked, how did we enter into a contract for services if we had no funds to pay for those services?

Mayor Dickinson stated, we are never sure exactly when the invoices will be presented because we are never sure how many arbitrations will occur during one year.

Mr. Killen stated, our system is set up and specifically states that we cannot enter into a contract without funding in place. What would happen if the Council did not approve the transfer tonight?

Mayor Dickinson answered, the arbitrators will sue the Town. We could ask for more money at the budget proceedings but there would be no basis for the figures. We wait for the bills to see how much we can cover and then request a transfer for the additional amounts we need.

Mr. Wright asked if any of these funds are going to be used to pay the Former Personnel Director, Stanley Seadale?

Mayor Dickinson answered, not to my knowledge, I don't see any bill from him. These bills are regarding the police arbitration. I don't believe that Mr. Seadale dealt with binding arbitration. There are no bills here for expert witnesses.

Mr. Knight asked, how are the rates determined for the arbitrators?

Mayor Dickinson answered, it comes down to per diems. There are a total of eighteen days for a total of \$650.00. The other charges are two hearings at \$250 and six hearings at \$375. There are a variety of charges depending upon the arbitrator. There is nothing governing what they charge per day, to his knowledge, he did not believe that a uniform rate existed.

Mr. Zandri stated, we can get an idea by past track records. The proper way to approach this is, once we know we are getting involved in an arbitration we should develop an estimate and fund that prior to beginning that arbitration on an estimate basis, that way the funds are in place for it. This example today could be a good worse case scenario.

Mayor Dickinson agreed and stated that we can still end up under funded due to the number of days that can be involved in the process.

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #20 Consider and Approve Merit Increases (5) Approved by the Mayor to Date

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

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

ITEM #21 Consider and Approve Tax Refunds (#185-198) in the Amount of \$2,549.08

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

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

ITEM #22 Note for the Record Anniversary Increases Approved by the Mayor to Date

Motion was made by Mr. Killen, seconded by Mr. Rys.

Philip Wright, 160 Cedar Street asked, if Governor Rowland can put a cap on increases, why can't we do so in Wallingford as well? What action is the Mayor considering, if any, to try and curb the escalation of wages?

Mayor Dickinson stated that the Governor had to have the approval of the Senate to do so, the Town does not have that power to do so at a local level. He has been to Hartford twice trying to persuade key people involved in the process to accept language to change the collective bargaining Statutes to limit the amount of wage increases.

Mr. Wright asked, to limit the amount?

Mr. Killen stated, the Governor can make the argument that the State cannot afford the increases but we cannot. Many arbitrators have stated in their opinions that the Town is in good financial condition and can therefore afford the increases.

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

ITEM #23 Note for the Record Mayoral Transfers Approved to Date

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

VOTE: Solinsky was absent; Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #24 Note for the Record Financial Reports of the Wlfd. Public Library; Visiting Nurse Association and Senior Citizens Center

Motion was made by Mr. Killen, seconded by Mr. Rys.

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

ITEM #25 SET A PUBLIC HEARING for February 28, 1995 at 7:45 P.M. on An Ordinance Amending "An Ordinance Appropriating \$2,000,000 for the Design and Contract Administration Phase of Town-Wide School System Improvements and Authorizing the Issue of \$2,000,000..." to "An Ordinance Appropriating \$3,500,000 for the Planning, Acquisition and Construction of Improvements and Additions to Yalesville, James H. Moran and Dag Hammarskjold Schools and Authorizing the Issue of \$3,500,000..."

Motion was made by Mr. Killen, seconded by Mr. Knight.

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

ITEM #26 Consider and Approve the Golf Course Study Committee's Request to Remove the Name of Susan Duryea (at Mrs. Duryea's request) as a Member of the Committee as Requested by Councilor Thomas Zappala, Chairman of the Golf Course Study Committee

Motion was made by Mr. Killen, seconded by Mr. Knight.

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

ITEM #27 Approve and Accept the Minutes of the November 14, 1994 Special Town Council Meeting

Motion was made by Mr. Rys, seconded by Mr. Knight.

VOTE: Solinsky was absent; Gouveia passed, Killen abstained; Zandri passed; all others, aye; motion duly carried.

ITEM #28 Approve and Accept the Minutes of the January 17, 1995 Town Council Meeting

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

VOTE: Solinsky was absent; Killen abstained; Zandri passed; all others, aye; motion duly carried.

ITEM #29 Approve and Accept the Minutes of the January 24, 1995 Town Council Meeting

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

VOTE: Solinsky was absent; Killen abstained; all others, aye; motion duly carried.

WAIVER OF RULE V Motion was made by Mr. Killen to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Entering Into Executive Session, seconded by Ms. Papale.

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

Motion was made by Mr. Killen to Enter Into Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Respect to the Sale, Lease and/or Purchase of Property, seconded by Ms. Papale.

February 14, 1995

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

Present in executive session were all Councilors, Mayor Dickinson and Town Attorney Janis M. Small.

Motion was made by Mr. Killen to Exit the Executive Session, seconded by Mr. Knight.

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

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

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

There being no further business the meeting adjourned at 12:15 A.M.

Meeting recorded and transcribed by:

*Kathryn F. Milano*  
Kathryn F. Milano, Town Council Secretary

Approved by:

*Susan S. Duryea*  
Susan S. Duryea, Vice-Chairperson

MAR 2 1995

Date

*Kathryn J. Wall*  
Kathryn J. Wall, Town Clerk

FEB 28 1995

Date

- 1/17/95

ORDINANCE NO. \_\_\_\_\_

## VENDING ORDINANCE

BE IT ENACTED BY THE TOWN COUNCIL IN SESSION:

That Ordinance #420 "Vending Ordinance" is hereby repealed and the following ordinance is substituted in lieu thereof.

SECTION 1. DEFINITIONS.

a. "Hawker" or "Peddler" means any person, whether principal or agent, who goes from town to town or place to place in the Town of Wallingford, including temporarily remaining in one place for periods of time, selling or bartering or carrying for sale or barter, or exposing therefor, any goods, wares or merchandise, including food and ice cream, either on foot or from any animal, vehicle, pushcart, stand or table.

b. "Vending" means the activities of a hawker or peddler.

c. "Vending Location" means the site or place where vending activities are carried out from a fixed location.

d. "Street" or "Public Highway" means the public thoroughfare and all areas within the public right of way, including tree belts, sidewalks and any area adjacent thereto up to the boundary line of any adjoining lot.

e. "Motor Vehicle" means any vehicle propelled or drawn by any power other than muscular and registered for operation on public highways by the Connecticut Motor Vehicle Department.

f. "Town" means the Town of Wallingford.

g. "Person" means an individual, firm, partnership, corporation or other legal entity engaged in vending.

SECTION 2. EXEMPTIONS.

This ordinance shall not apply to the following:

a. Sales made to dealers by commercial travelers or selling agents in the usual course of business.

b. Bona fide sales of goods, wares or merchandise by sample for future delivery when full payment is not required at the time

of solicitation.

c. Sale of goods, wares or merchandise on the grounds of any incorporated agricultural society during the continuance of any annual fair held by such society.

~~d. Sale of agricultural products grown on the property from which they are sold.~~

d. Sales by farmers and gardeners of the produce of their farms, gardens and greenhouses, including fruit, vegetables and flowers provided such products are sold from the property on which they are grown.

e. Sale, distribution and delivery of milk, teas, spices, groceries, meats and bakery goods.

f. Sales on approval or conditional sales of merchandise.

g. Sale of goods, wares or merchandise by students of the schools of the Town provided such sales have been approved by the school.

h. Sale of goods, wares or merchandise by members of organized athletic teams or groups of the Town when such sales are part of a fund raising event of the team.

i. Fairs, auctions or bazaars held or sponsored by local government, any ecclesiastical society, church corporation, nonprofit corporation or civic or fraternal organization of the Town.

j. Sales of goods, wares or merchandise through means of a tag sale, so-called, by the owner of property from which such sales take place.

k. Sales of newspapers, except as provided by Section 4(i) and 4(j) hereof.

l. Sales of goods, wares of merchandise by vendors at the Redwood Country Flea Market or other permitted flea market in the Town.

SECTION 3. LICENSE REQUIRED, FEE, EXPIRATION, DISPLAY, SUSPENSION, REVOCATION, HEARING.

No person shall engage in hawking or peddling any goods, wares or merchandise, including food and ice cream, ~~within the Town~~ upon

the public streets of the Town, upon the State highways situated within the Town except limited access highways, or upon any land abutting such streets or highways without first having obtained a license from the Chief of Police, but no such license shall be granted unless such person, firm or corporation has and maintains a Connecticut Sales and Use Tax Permit.

a. The fee schedule for licenses granted under this Ordinance shall be as follows: (1) for the sale of sundries, balloons, buttons, stuffed animals, cotton candy, flags or like items at parades, races, firework displays or similar one day events: \$50.00; ~~(2) for sales by newspaper vending machines: \$75.00;~~ (3) for all other sales: \$250.00. A separate fee shall be required for each vehicle or cart used for vending, and where tables, ~~or boxes,~~ or other means, stands or other fixed display devices are used for vending, a fee for each separate location shall be required. Any modification of the within fee schedule may hereafter be enacted by Resolution of the Town Council.

~~b. --- Such licenses shall expire one year after the date of issuance, unless sooner revoked.~~

b. Unless sooner revoked, all licenses shall expire on the thirty-first day of December next succeeding the date of issue.

c. The Chief of Police shall have the power to suspend or revoke the license of any hawker or peddler who violates any provision of this ordinance after notice and the power of arrest or summons of any such hawker or peddler who engages in vending without a license. Notice shall be by certified mail and receipt shall be presumed if sent to the address given in the application for such license. A hearing may be requested within ten days of the date of the postal receipt and shall be in writing and shall state the grounds for appeal. The period of suspension shall be at the discretion of the Chief of Police, but not less than fourteen (14) days for a first violation, thirty (30) days for a second violation, and for a third violation a period of revocation of not less than six (6) months. The Mayor shall appoint such hearing officer.

#### SECTION 4. REGULATIONS.

a. Vendors who conduct their business from motor vehicles on the public highways shall so operate their vehicles so as not to impede the free flow of traffic. No food or ice cream vendor who conducts his business from a motor vehicle shall sell or attempt to effect a sale of food or ice cream to any person when such person is situated or standing in the highway or street.

b. No vendor shall sell or barter or carry for sale or expose for sale or barter any goods, wares or merchandise, except for food and ice cream, in any residential zone. The vending of food or ice cream in such zones shall be from motor vehicles which may not remain in the same location for more than fifteen (15) minutes. The prohibition imposed by this Section shall be suspended during parades, races, firework displays or other similar one-day events to allow the sale of sundries, balloons, buttons, stuffed animals, cotton candy, flags or food and ice cream or other similar goods or merchandise from non-motor vehicles along the route of the parade or at the location of the particular event.

c. No food or ice cream vendor shall sell or attempt to effect the sale of his products from any vehicle during the hours of 7:00 a.m. to 3:00 p.m. on any day when school is in session at any location within 300 feet, measured in a straight line, of any public or private school, except for such sales at Choate Rosemary Hall.

d. Vendors who conduct their business from private property or from property of the State of Connecticut or of the Town shall present to the Chief of Police, at the time of application for such license, a writing granting permission to use said property from the owner or owners of the such property.

e. Any signage displayed by a vendor must be a permanent and integral part of the vehicle, cart, table or container from which the vending takes place. No free standing or portable signs will be permitted.

f. Vendors of food or ice cream products or other goods or merchandise must obtain the written permission of the Director of Recreation in order to sell their products in any Town park, field or recreation area.

g. No vendor shall conduct his business within 500 feet, measured in a straight line, of any established place of business in the Town offering the same or similar products or within 300 feet of any intersection or on any street where parking is prohibited. The Chief of Police may prohibit all vending from any street or any intersection for any distance if he deems such vending would constitute an extraordinary hazard to the safety of the public. ~~The distance limitations imposed by this Section shall not apply to the sale of newspapers from coin-operated machines.~~

h. Vending is prohibited within areas and within one-half mile, measured in a straight line from any boundary, of areas that have been temporarily set aside for festivals and special events

which have been authorized pursuant to resolution of the Town Council except for persons issued a permit by the sponsor or other organizer of the festival or special event. No license shall be required of such persons. Traffic by non-motorized vehicles, except by festival or event participants, is prohibited within the area set aside for the festival or special event. Established Town businesses located within the area set aside for such festival or special event may sell the goods or merchandise of their business on the sidewalk fronting their location without, however, interfering with the free flow of pedestrian traffic, as a matter of right and without charge by the sponsor or other organizer of such festival or special event.

i. The Chief of Police, upon complaint and subsequent inspection, may cause the relocation and removal of coin operated newspaper vending machines to eliminate any dangerous vehicular sight line or pedestrian obstructions created by the placement of such machines. Sales of any other goods or merchandise, including food and drink, by vending machines, whether operated by coin or other means, are prohibited.

j. Persons who do their vending while standing or walking along the public streets of the Town or along the State highways within the Town, including the sale of newspapers, shall transact their sales from the curbside of such street or highway.

k. The license application form shall be in duplicate, with the original to the vendor and the copy to the files of the police department, and shall include information concerning the following matters. Any modification of the within application form may hereafter be enacted by Resolution of the Town Council.

- (1) Name and address of applicant.
- (2) Applicant's social security number and driver's license number.
- (3) Type of vending operation to be conducted (i.e., motor vehicle, pushcart, table, stand, other).
- (4) The type of product which will be sold (i.e., food, beverages, flowers, novelties, other).
- (5) The street or streets upon which the products will be sold.
- (6) The date or dates during which vending will take place.
- (7) If vending is to take place on private or State of

Connecticut or Town property, a copy of the owner's written permission shall be submitted with the application and attached to the police department's duplicate.

- (8) If food or non-prewrapped ice cream products are to be sold, a copy of the current Health Department permit shall be submitted with the application and attached to the police department's duplicate.

SECTION 5. LICENSE DISPLAY.

Each person licensed under this ordinance and his agent or employee shall, while conducting his business, display conspicuously, the sign, decal or badge issued to him by the Chief of Police.

SECTION 6. GENDER.

Words importing the masculine gender may be applied to females and words importing the feminine gender may be applied to males.

SECTION 7. VIOLATIONS AND PENALTIES.

Every person who shall violate any provision of this Ordinance, in addition to the suspension or revocation of a license if appropriate, shall be subject to a fine of not more than one hundred (\$100.00) dollars for each offense and when the violation consists of the act of selling, each such sale shall be a separate offense.

I HEREBY CERTIFY that this Ordinance was enacted by the Town Council of the Town of Wallingford this            day of October, 1994 in accordance with the provisions of the Charter of the Town of Wallingford.

\_\_\_\_\_  
Kathryn J. Wall, Town Clerk

APPROVED:

\_\_\_\_\_  
William W. Dickinson, Jr., Mayor

DATE: \_\_\_\_\_



*Town of Wallingford, Connecticut*

Appendix II

ECONOMIC DEVELOPMENT COMMISSION  
Gary L. Powell, CHAIRMAN  
TOWN HALL  
WALLINGFORD, CONN. 06492

ECONOMIC DEVELOPMENT COORDINATOR  
Donald W. Roe - (203) 294-2060

January 25, 1995

William W. Dickinson, Jr., Mayor  
Town of Wallingford  
45 South Main Street  
Wallingford, Connecticut 06492

Dear Mayor Dickinson:

Fifteen months ago (September 1993) the Town Council approved an expanded recruitment marketing program budget for the Economic Development Commission. Below is a summary report of program activities and accomplishments during this first year.

Central to a Marketing Plan developed by the EDC is the identification of firms with plans to expand or relocate that would benefit from a Wallingford location. The elements of the plan include national advertising, direct mail, telemarketing and national real estate trade show participation. A summary of each marketing element follows.

National Advertising - During 1994 EDC activities included the redesign of EDC's national promotional advertisement and the production of all recruitment campaign materials (previously sent to Council). Promotional ads were placed in three national trade publications and follow-up assistance was provided to ninety-six firms who responded. The Business Recruiter continues to work with three of these firms.  
Amount Spent: \$8,114.71

Direct Mail/Telemarketing - Three out-of-state direct mail marketing campaigns to 5,860 manufacturing and health service firms and telemarketing follow-up to 809 of these firms was completed in 1994. Twenty firms were identified as having a possible interest in Wallingford as a business location. The Business Recruiter continues to work with eleven of these firms.  
Amount Spent: \$13,552.44

Trade Shows - During this year the Business Recruiter attended two national corporate real estate trade shows/conferences to determine whether EDC participation as an exhibitor in such shows was an effective business recruitment tool. Both trade shows presented an opportunity to meet national corporate real estate executives who have administrative

William W. Dickinson, Jr.  
Page Two  
January 25, 1995

responsibility for site selection, property acquisition and facility expansion for many Fortune 500 companies. The Commission determined that EDC participation in national real estate trade shows in conjunction with the Connecticut Department of Economic Development should be pursued; participation as a free standing exhibitor is cost prohibitive.

Amount Spent: \$2,436.30

Other - Additional EDC marketing activities completed during 1994 included the refacing of two existing and the installation of one new highway promotional sign, the production of a Wallingford promotional video, and participation in the Chamber's Table Top Expo. The EDC office responded to 40 in-state inquiries. Out of five active clients, one expanded using an existing building, one is relocating by building a new building, and two continue as active prospects. In all (in-state and out-of-state) staff is working with 16 active prospects.

Amount Spent: \$15,901.00

Next Year - The EDC Marketing Subcommittee is currently reviewing the performance of each marketing component in anticipation of crafting the program and budget for next year. Based on that preliminary review, it would appear that the program would be refined to better target the prospective companies and to link the out-of-state recruitment program with existing EDC retention program.

Attached please find a copy of the Results of EDC Marketing Activities for calendar year 1994.

Very truly yours,



Donald W. Roe  
Economic Development Coordinator

lmw

Attachment

RESULTS OF EDC RECRUITMENT MARKETING ACTIVITIES  
Calendar Year 1994

	<u>Jan.-June</u>	<u>July-Sept.</u>	<u>Oct.-Dec.</u>	<u>Total</u>
National Ads	60	14	22	96
Direct Mail	1	--	--	1
Telemarketing	9	--	11	20
Other	<u>15</u>	<u>6</u>	<u>8</u>	<u>29</u>
Total	85	20	41	146

Appendix III

A RESOLUTION OF THE TOWN OF WALLINGFORD SEEKING FUNDING FROM  
CT DEPARTMENT OF TRANSPORTATION AND U.S. FEDERAL HIGHWAY ADMINISTRATION  
FOR CENTER STREET (RT. 150) STREETScape IMPROVEMENTS

- Whereas:** The Connecticut Department of Transportation periodically offers municipalities the opportunity to pursue eligible transportation enhancement projects with eighty percent (80%) U.S. Federal Highway Administration (FHWA) assistance; and
- Whereas:** The Connecticut Department of Transportation is now soliciting project proposals to be pursued with anticipated federal fiscal year 1996 and federal fiscal year 1997 FHWA enhancement assistance; and
- Whereas:** The Town Council of the Town of Wallingford wish the Department of Transportation to consider FHWA assistance for the "Center Street Streetscape" as it frames a statement FFY96-FFY97 enhancement program.

**Now, Therefore, Be It Resolved By The Council of the Town of Wallingford:**

- That:** An "Application for Federal Fiscal Year 1996-1997 Transportation Enhancement Funds" relative to "Center Street Streetscape" shall be submitted to the Connecticut Department of Transportation together with a summary of a January 26, 1995, public information meeting held to acquaint the public with project proposals.
- That:** An associated municipal capital expenditure of 20 percent of project cost (estimated at \$400,000) is contemplated and, upon notice of selection for inclusion in the Department's FFY96-FFY97 statewide enhancement program, the Town will promptly initiate a process leading toward the commitment of necessary municipal funds.
- And That:** The Town is prepared to maintain all capital improvements effected via the project.

Certified a true copy of a resolution duly adopted by the Town of Wallingford at a meeting of its Town Council on \_\_\_\_\_,  
(date)  
and which has not been rescinded or modified in any way whatsoever.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Clerk)