

TOWN COUNCIL MEETING SUMMARY

January 13, 1987

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Appointed Joseph F. Pavlick to Planning and Zoning Commission for the term commencing 1/8/87 and ending on 1/8/92.	6
Appointed Philip A. Wright, Sr. to Planning and Zoning Commission for the term commencing 1/8/84 and ending on 1/8/89.	6-7
Reappointed Michael A. Papale to Zoning Board of Appeals for the term commencing 1/8/87 and ending on 1/8/92.	7
Withdrew subject of report from Francis J. Barta, Assessor, on the audit being made of local industries/to be heard on 2/10/87.	7
Approved lease agreement between Town of Wallingford and Robert R. Holmes and Darlene Holmes, as amended.	7-8
Approved transfer of \$1,000 from Town Planner Salary to Advertising, Planning and Zoning.	8-9
Did not reject Wallingford Education Association 1988-1989 contract.	9-14
REJECTED Educational Administrators' Association of Wallingford contract.	14-20
Accepted Wallingford Cafeteria Employees-Local 1303 Council #4-AFSCME, AFL-CIO contract.	20-21
Removed from table and accepted easement over Young's property, North Branford Road, as amended.	21-24
Approved Wallingford Housing Authority request to finance the 12- $\frac{1}{2}$ % payment for the next calendar year and approved phase-in over three year period following a one year waiver of any payment, due to the fact that PILOT funds will no longer be available from State of Connecticut after F/Y 1985-1986.	24-25
Approved appropriation of \$3,600 from Unappropriated Fund Balance to: \$2,000 to Part-Time Help & \$1,600 to Overtime, Dog Warden.	25
Approved transfer of \$45,000 from Town Insurance and \$15,000 from Education Insurance, a total of \$60,000 to Workers' Compensation, Treasurer.	25
Discussed and TABLED contract for purchase of renovated Robert Earley School and sales agreement covering municipal buildings on North Main Street and Center Street.	26-30
Approved merit increases for Norman Z. Rosow, Tax Collector, Carlos M. Duran & Michael C. Holmes, Electric Division, Mary Greaney, Police Department & Linda A. Bush, Town Planner.	31
Approved use of space in Railroad Station for Downtown Manager.	31
Withdrew Item 17--this was covered in agenda Item 7.	31
Approved a transfer of \$1,500 from Robert Earley School Utilities to Metal Disposal, Public Works Department.	31
Approved a transfer of \$25,350 from Contingency 920-005 as follows: \$19,600 to Operation Labor & Expenses and \$5,750 to Employees Pension & Benefits, Water Division.	31-32
Upgraded 3 positions in Water/Sewer Division from labor grade 12 to labor grade 13: Water Superintendent and Sewer Superintendent, both retroactive to July 1, 1986 Water & Sewer Office Manager, effective April 1, 1987.	32
Approved a transfer of \$6,000 from Gas & Oil to Self-Insured Cruisers, Police Department.	32

Approved an appropriation of \$7,500 from Unappropriated Fund Balance as follows: \$5,100 to Part-Time Wages & \$2,400 to Professional Services, Town Clerk's Office.	2 33
Adopted resolution amending 1986-1987 General Fund Budget to allow for the purchase of paramedic equipment from a donation of \$500 from the Harold Sitnitsky family.	33
Discussed and selected May 16, 1987 as Hazardous Household Waste Collection Day/to return to Town Council with a resolution for funding.	33-34
Adopted resolution authorizing Mayor William W. Dickinson, Jr. to sign contract and loan agreement with Connecticut Resource Recovery Authority, as amended.	34-41
Noted for record Infrastructure Trust Statement 1985-1986 Entitlement for the period ending November 30, 1986.	41-42
Accepted Town Council Meeting Minutes dated December 19, 1986.	42
Executive Session for the purpose of discussing pending litigation.	42-43
Approved settlement of claim of May 10, 1986 in the amount of \$4,000, Town Attorney's Office.	43
Meeting adjourned.	43

TOWN COUNCIL MEETING

JANUARY 13, 1987

7:30 p.m.

- (1) Roll call and pledge of allegiance to flag.
- (2) Public question and answer period.
- (3) Consider appointment of Joseph F. Pavlick to Planning and Zoning Commission for the term commencing 1/8/87 and ending on 1/8/92.
- (4) Consider appointment of Philip A. Wright, Jr. to Planning and Zoning Commission to fill the vacancy created by Terrence J. Shortelle for the term commencing 1/8/84 and ending 1/8/89.
- (5) Consider reappointment of Michael A. Papale to Zoning Board of Appeals for the term commencing 1/8/87 and ending 1/8/92.
- (6) Report from Francis J. Barta, Assessor, on the audit being made of local industries. (WITHDRAWN UNTIL FEBRUARY 10, 1987. AGENDA.)
- (7) Consider and approve lease agreement between Town of Wallingford and Robert R. Holmes and Darlene Holmes.
- (8) Consider and approve a transfer of \$1,000 from Town Planner Salary to Advertising, requested by Linda A. Bush, Town Planner.
- (9) Consider and approve the following Board of Education Contracts, requested by Vincent L. Inglese, Assistant Superintendent for Personnel, Wallingford Public Schools:
 - (a) Wallingford Education Association 1988-1989
 - (b) Educational Administrators' Association of Wallingford
 - (c) Wallingford Cafeteria Employees-Local 1303 Council #4-AFSCME, AFL-CIO.
- (10) Consider contract for purchase of renovated Robert Earley School and sales agreement covering municipal buildings on North Main Street and Center Street.
- (11) REMOVE FROM TABLE and consider acceptance of easement over Young's property, North Branford Road, requested by Public Utilities Commission.

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- (12) Consider request of Wallingford Housing Authority to finance the 12- $\frac{1}{2}$ % payment for next calendar year and consider a phase-in over a three year period following a one year waiver of any payment, due to the fact that PILOT funds will no longer be available from the State of Connecticut after fiscal year 1985-1986.
 - (13) Consider and approve the following merit increases:
 - Norman Z. Rosow, Tax Collector
 - Carlos M. Duran and Michael C. Holmes, Electric Division
 - Mary Greaney - Police Department
 - Linda A. Bush, Town Planner
 - (14) Consider and approve an appropriation of \$3,600 from the Unappropriated Fund Balance to \$2,000 to Part-Time Help and \$1,600 to Overtime, requested by Shirley Gianotti, Dog Warden.
 - (15) Consider approval of use of space in Railroad Station for Downtown Manager.
 - (16) Consider and approve a transfer of \$45,000 from Town Insurance and \$15,000 from Education, a total of \$60,000 to Workers' Compensation Self Insurance, requested by Charlotte C. Collins, Treasurer.
 - (17) Consider approval of lease for caretaker at Bertini Park.
 - (18) Consider and approve a transfer of \$1,500 from Robert Earley School Utilities to Metal Disposal, requested by Steven L. Deak.
 - (19) Consider and approve a transfer of \$25,350 from Contingency 920-005 to Operation Labor & Expenses \$19,600 and Employees Pension & Benefits \$5,750 Employees Pension & Benefits, requested by Raymond F. Smith, Director of Utilities.
 - (20) Consider upgrading three positions in the Water/Sewer Divisions, requested by Raymond F. Smith, Director of Public Utilities:
 - (a) Water Superintendent upgrade from grade 12 to grade 13
 - (b) Sewer Superintendent upgrade from grade 12 to grade 13
 - (c) Water & Sewer Office Manager upgrade from grade 12 to grade 13
 - (21) Consider and approve a transfer of \$6,000 from Gas & Oil to Self Insured Cruisers, requested by Joseph J. Bevan, Chief of Police.
 - (22) Consider and approve a transfer of \$7,500 from Unappropriated Fund Balance to Part-Time Wages \$5,100 and Professional Services \$2,400, requested by Rosemary A. Rascati, Town Clerk.
 - (23) Consider resolution amending 1986-1987 General Fund Budget to allow for the purchase of paramedic equipment from a donation of \$500 from the Harold Sitnitsky family.
 - (24) Discussion and possible action concerning hazardous household waste collection day, requested by Councilman Peter A. Gouveia.
 - (25) Consider resolution authorizing Mayor William W. Dickinson, Jr. to sign contract and loan agreement with Connecticut Resource Recovery Authority.
 - (26) Note for the record Infrastructure Trust Statement 1985-1986 Entitlement for the period ending November 30, 1986.
 - (27) Accept Town Council Minutes dated December 19, 1986.
 - (28) EXECUTIVE SESSION for the purpose of discussing pending litigation, requested by Vincent T. McManus, Jr., Town Attorney.

1/7/87/dbf

January 13, 1987

7:30 p.m.

A regular meeting of the Wallingford Town Council was held in Council Chambers on January 13, 1987, called to order by Chairman David A. Gessert at 7:38 p.m. Answering present to the roll called by Town Clerk Rascati were Council Members Gessert, Gouveia, Killen, Papale, Polanski and Rys. Councilman Holmes arrived after the roll was called. Also present were Mayor William W. Dickinson, Jr., Comptroller Thomas A. Myers and Assistant Town Attorney Adam Mantzaris. The pledge of allegiance was given to the flag.

Public Question and Answer Period.

Before the Public Question and Answer Period began, Chairman Gessert noted that Councilwoman Bergamini was out of state.

Chairman Gessert began by reading a letter from Betsey Comstock, Personnel Department, regarding her brother-in-law, Vern Cleaves, who has acute leukemia and is in Yale-New Haven Hospital. In her letter she is asking for blood donations at a blood drive taking place on Wednesday, January 14th at the First Congregational Church from 12:30 to 5:30.

Mr. Vincent Avallone stated that he had a couple of questions regarding the incinerator to be built in Wallingford. He began by saying that he believed that it was late in 1985 when this Council authorized Mayor Dickinson to act on the Town's behalf in negotiating contracts with CRRA for that incinerator. In December of this year, Burns and Roe was to build this incinerator and in a matter of three weeks the deal was closed. I read in the Record-Journal that there had been some contract changes that had been made. What I would like to know is, was the Council aware of those contract changes, prior to it being released in the newspaper? Did the Mayor come to the Council and discuss any contract changes that might be made? More generally, how much has the Mayor been in touch with this Council, because I have attended most of these Council meetings and have not heard particulars of any contracts discussed with this Council. I don't know how much has been discussed and what is going on. The second thing is that is 9 or 10 months ago at Sheehan High School, there was a public meeting and 700 or 800 people attended for the purpose to discuss whether or not the Council Members would reconsider their decision to have an incinerator built in Wallingford. At that meeting, Town Attorney, Mr. McManus, issued an opinion that the Council could not really vote on that again because in essence they could be voting to breach a contract, and that in turn could hold the Town of Wallingford liable for that breach. What I would like to know is, since that time, has there ever been any opportunity or any chance for this Town to legally withdraw from those contracts thereby avoiding any liability, and are there any contracts that have to be signed as of this date by the Town in order to effectuate this entire deal for this incinerator to be built in Wallingford?

Chairman Gessert answered by stating that the contract negotiations have been carried on over the past number of months. Mr. Hamel has been very heavily involved in it, the Mayor has also been very heavily involved in it and I know of one recent meeting several weeks ago that lasted over 6 hours. Mr. Myers was there, I was there briefly, the Mayor was there, Mr. Hamel was there reviewing contracts and funding and the Town Attorney's office has been involved. I think there has been a lot of involvement on the part of the administration in the Town of Wallingford. When we authorized the Mayor to proceed to negotiate the contracts, I don't believe that he was specifically instructed to return to the Council with every change that was made in the contract and every paragraph that was amended. If we had engaged in that type of process, we would be like the Federal Government debating the federal debt and we would be nowhere. I think there has been a lot of effort on the part of the administration to bring these contracts to a conclusion within the time frame involved, but the Council has not been involved in negotiating paragraph by paragraph of 100 different documents.

Mr. Avallone responded that in response to that, that was not his question, was the Town involved in every little bit. It seems to me that the Council was involved very little over the entire process and it is my personal opinion that although you have every right to authorize the Mayor to negotiate for you, I think you are somewhat remiss in your duties when you allow the Mayor and whether it is Mr. Hamel, to negotiate contracts for a project of this nature and not come back and have the Mayor explain to you what the heck is going on. If that was done at private meetings, that was fine but again I say that I was present at the majority of these Council meetings since October or November of 1985 and I haven't heard it mentioned and when Burns and Roe pulled out of this deal in December, that left about 3 weeks for new contracts to be entered into with a new builder, a builder that had been turned down previously, that the Mayor had stopped negotiating with and went to Burns and Roe pulls out and it seems to me that something is wrong here. Then in a matter of three or four weeks new contracts affecting this Town are entered into and I don't know of any conversation or any questions that this Council asked of the Mayor as to what's going on here. Why has Burns and Roe pulled out? What effect is that going to have on our Town? It seems to me to be logical that members of this Council should be asking those questions because you are talking about a project that went from \$34 million to \$41 million and that bonds are being issued at \$50 million. It seems to me that some questions should have been asked or that the Mayor had a responsibility to come to this Council and explain to them what was going on. My next question is, is there anything going on now, or that has to be completed and if not completed could stop this project? I don't know if the Mayor has contracts to sign yet, to make this a complete contract between more than one party. That is what I would like to know.

Chairman Gessert asked Mr. Avallone if he had a copy of tonight's Agenda and if he read item 25.

Mr. Avallone commented that he did read item 25 and was not sure if that will address the question he just asked. Mr. Avallone apologized for taking this time and will wait to hear item 25.

Chairman Gessert commented that he believed that Mr. Avallone's questions will be answered under item 25.

Mayor Dickinson added that to his knowledge, there are no other contract's affecting the project as a project. We do have funding for Phil Hamel which is a subject of the item on tonight's Agenda. Whether or not that will be funded would not jeopardize the project itself. To my knowledge, all of the contracts for construction for the Resource Recovery Facility have been signed.

Mr. Avallone asked Mayor Dickinson if there were any amendments that were signed, because the Record-Journal indicates that there were changes in that contract. Who signed them, and if they weren't signed would that have killed the project?

Mayor Dickinson responded by saying that there are three major contracts. One is the Municipal Contract, one is the Facility Contract and one is the Service Contract. Facility construction and the Service Contracts are between CRRA and the vendor. We are not signers on those contracts. We are signers on the Municipal Contract and there were amendments to the Municipal Contract generally of a technical nature and well within the resolution of the Council for me to sign. But, the really substantive contracts and changes that occurred as a result of Vicon or Burns and Roe leaving and Fluor coming back in and the Bank of Japan becoming involved, all of that is really limited to the contracts for the Facility Construction and the service it provides thereafter

Mr. Avallone stated that Mayor Dickinson did not answer his question and asked if any document that he has signed in the last month, if not signed, would this have gotten Wallingford out of this project?

Mayor Dickinson answered, without his ability, no.

Chairman Gessert to Mr. Avallone: Your question was, was there any contracts that the Town of Wallingford could refuse to sign that would get us out of our contract. The Mayor asked you, with

out liability, you said yes. His answer to that question was no, which seems entirely consistent with what Mr. McManus said 8 months ago. 6

Mr. Avallone stated that we are talking two different time periods.

Chairman Gessert responded that we are talking about not signing contracts and liability.

Mr. Avallone added that there are new contracts that have been signed, contracts before Burns and Roe backed out, contracts were signed. When they backed out new contracts were signed. Is that correct, Mr. Mayor?

Mayor Dickinson answered that the contracts were altered. There was no signed contract when the contracts were changed.

Mr. Avallone added that when Mr. McManus gave his decision 8 or 9 months ago, it was not based on the same information that is available at this time.

Mayor Dickinson commented that that meeting concerned parliamentary procedure. It did not concern the Facility or the Service Contracts because they were not even in existence. The only thing in existence at that point was the Municipal Contract. The opinion of the Town Attorney at that point was whether they could rightfully have a motion seconded and vote on a motion on a public meeting regarding the Town dropping the contract which he had just signed.

Mr. Avallone said that part of that meeting was an opinion letter which should have been part of the record, I would imagine that Mr. McManus indicated to the Council Members, that if they backed out of this, that the Town would be liable. That was in a written letter to the Council (addressed to Bert).

Mayor Dickinson responded that that would be pursuant to a motion to declare null and void, the contract that the Town had just approved, and yes, the Town Attorney was saying if you do that the Town can have liability.

Mr. George Soltesz spoke to the Council Members about his concern regarding the Parker Farms issue. He stated that the school should never have been closed because now it is going to cost the taxpayers x number of dollars. He also noted that he agreed with Chairman Gessert (referring to the newspaper) that there were going to be no additional funds. He added that he hopes that the taxpayers realize that there is a difference here. If the taxes keep going up, you'll pay for that the rest of your life. When you sign a contract with a contractor, it should be valid that he is going to realize that if you sign it for \$1 million, it's going to be \$1 million, no more. There are plenty of contractors looking for jobs. If we had money trees in our back yards, that would be a different story.

Mr. Joseph Ferrara stated that he was concerned about the \$200,000 or \$300,000 that the Board of Education was asking for in additional funds is for and upgrade of boiler systems to heat the building and that if that money is not allotted, they must use the old equipment that is there, that in five years, it is going to cost the Town more money and as a taxpayer, he was concerned with the long run in five years from now that we may have to pay \$1 million to upgrade instead of laying out an additional \$200,000 at this point. That is his concern. His other concern was in regards to Chairman Gessert's comment in the paper regarding not allowing funding.

Mr. Ferrara commented that by making a statement like this, Chairman Gessert was jeopardizing a school that is going to be built and hopefully finished.

Chairman Gessert commented that he only has one vote and he stated his opinion. Some of the people at this table may agree or disagree with that. When somebody says that closing that school was the biggest mistake the Town ever made, I would like to point out that the Town didn't make it, the Board of Education made that decision. There were a lot of us here that disagreed with that. When we committed to re-opening that school, we were told the cost would be \$1.2 million dollars and we said alright, and based on that, go ahead. Later on they came back to us and said that they wanted us to fund it. We said we were not going to fund it until we know what the costs are. Sit down with

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your engineer, sit down with your contractor, construction manager, sit down with your architect and come back to us with a figure that that building is going to cost because we are not going to go to bonding and we are not going to sit there and write checks if we don't know what the cost of the project is going to be. At that time, they went over to a period of the summer and all of their experts came back and said o.k., based on our estimates and based on this and based on that, the price is \$2.2 million. The Town of Wallingford agreed but was not happy about it because it just doubled, but we will commit to that figure. Now, we haven't progressed in doing half the roof and all of a sudden, we are talking about a \$200,000 increase over that figure. I served on the building committee for the Armory, conversion to the Police Station and when the architect and engineer said to Bill Fischer, (Chairman of that project) we need this and this and this and where are we going to get the money for this, you can go back to the Council and Bill Fischer said no, we committed to this price and that's what we are going to bring it in at. As long as you keep going yes, yes, yes, whatever you want, the money keeps flowing, no one is forced to stop and take a good look and say, o.k. Is there another way to do it that's effective and justified?

Mr. Ferrara added that if the facts are correct the way he heard them, in that they are going to have to use an old boiler system and have to upgrade them in four or five years, to me it sounds like a waste of money. We might as well spend the money now and get it upgraded rather than wait four or five years from now.

Chairman Gessert added that the boiler is only one part of the project and is certainly not the \$200,000. That \$200,000 was the estimate over bids for the entire mechanical, heating, electrical ventilation, etc. and I think someone on the committee is going to have to take a look and say o.k. where do we spend out money and how do we provide decent buildings within the dollar frame work that we have. When someone does that, they might find that there are savings here and savings there. I can tell you that right off the bat, with a \$150,000 contingency, and \$300,000 for site work, there are probably some savings that can be generated. I think they can produce an excellent school building within the limitations of what has already been appropriated.

Mr. Musso stated that he agreed with Mr. Soltesz and disagreed with Mr. Ferrara. He added that the Town should add onto the Yalesville school and buy portable class rooms for the children, then the classrooms will follow the pupils. Mr. Musso also asked the Council to read up on the information which he supplied to them regarding how money can be saved on education. He added that he asked the Board of Education to look at this same material and they did not.

ITEM 3 Consider appointment of Joseph F. Pavlick to Planning and Zoning Commission for the term commencing 1/8/87 and ending on 1/8/92.

A motion was made by Councilwoman Papale to consider the appointment of Joseph F. Pavlick to the Planning and Zoning Commission for the term commencing 1/8/87 and ending on 1/8/92, seconded by Councilman Gouveia.

Councilwoman Papale commented that Mr. Pavlick has been an alternate to the Planning and Zoning for the last 3 1/2 years. He has been an active businessman in the Town of Wallingford for 17 and is now retired with time to spend on this commission and I would like to have the Council consider him as the democratic appointment to this commission.

Councilman Killen asked Chairman Gessert to allow Mr. Musso to ask his question that he was not allowed to ask during the lengthy Question and Answer Period.

Mr. Musso was allowed and proceeded to comment on the Public Works job as far as cleaning the sand out of the catch basins.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 4 Consider appointment of Philip A. Wright, Sr. to Planning and Zoning Commission to fill the vacancy created by Terrence J. Shortelle for the term commencing 1/8/84 and ending 1/8/89. 8

A motion was made by Councilman Rys to consider the appointment of Philip A. Wright, Sr. to the Planning and Zoning Commission, seconded by Councilman Polanski.

Chairman Gessert noted that during the last several years, Phil Wright has also served as an alternate on the Planning and Zoning Commission and has lived in Wallingford for over 40 years and has the time and willingness to make the decisions that are important to the Planning and Zoning Commission.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 5 Consider reappointment of Michael A. Papale to Zoning Board of Appeals for the term commencing 1/8/87 and ending 1/8/92.

A motion was made by Councilman Holmes to reappoint Michael A. Papale to the Zoning Board of Appeals, seconded by Councilman Gouveia.

VOTE: Unanimous ayes with the exception of Councilwoman Papale who passed and Bergamini and Diana who were not present, motion duly carried.

Mr. Joseph F. Pavlick and Mr. Philip A. Wright, Sr. were sworn in by Town Clerk Rascati. (Applause)

ITEM 6 Report from Francis J. Barta, Assessor, on the audit being made of local industries.

WITHDRAWN

Mr. Frank Barta explained that the reason it was withdrawn was because the final report will be made on February 10, 1987.

ITEM 7 Consider and approve lease agreement between Town of Wallingford and Robert R. Holmes and Darlene Holmes.

A motion was made by Councilman Holmes to consider and approve the lease agreement between the Town of Wallingford and Robert R. Holmes and Darlene Holmes, seconded by Councilman Polanski.

Chairman Gessert noted that Robert Holmes has been maintaining this property for a period of time. It is the property where the old Y camp was and in addition to renting a small building there, he has certain responsibilities to maintain the property, cut the weeds, maintain the pavilion, take care of the living quarters, take care of the landscaping and other chores around that particular property and also be a physical presence to try to eliminate or reduce the potential vandalism on a piece of Town property. The provisions will significantly increase the monthly rental of the property. With a new lease, the property will be inspected every three months to make sure that all required work is being done.

Chairman Gessert asked Mr. Shepardson to supply the Council with a copy of the inspection reports.

Councilman Polanski pointed out that this is a one year lease.

Mr. Shepardson commented that this is a one year lease which will have to be renewed each year.

Councilman Polanski pointed out to Mr. Shepardson that the date on the lease was wrong and should be changed to 1987.

A motion was made by Councilman Polanski to amend the date on the lease to read December 1987, seconded by Councilman Holmes. (and become part of the main motion)

Councilman Killen was concerned about the inspections and wanted to make sure that they were going to be done.

done and the reports will be given to the Council every three months. 9

VOTE: Unanimous ayes; with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 8 Consider and approve a transfer of \$1,000 from Town Planner Salary to Advertising.

A motion was made by Councilman Rys to transfer \$1,000 from Town Planner Salary Account to Advertising Account, seconded by Councilman Holmes.

Chairman Gessert began by saying that obviously with the amount of work going on, for advertising and public notices, the money is available.

Councilman Killen asked Linda Bush about the gentleman coming on board if he would be devoting his time to Zoning and she would be devoting her time to Planning.

Linda Bush answered Councilman Killen by saying that no, it is not a 50/50 proposition in Wallingford. It would depend on how you define planning. She then asked Mr. Killen to define what he thinks planning is and then she would be able to answer his question properly.

Councilman Killen commented that the Town has only gotten 37% planning, most of it has been zoning.

Linda Bush explained that approvals of site plans and subdivisions are a part of zoning. Planning in towns that have Zoning Commission and a Planning, the Zoning Commission approves site plans and adopts zoning regulations. The Planning Commission adopts the plan of development and acts on subdivisions. So, they are still acting on applications, approving development plans. We have a combined Commission, which I think is better for the Town, because it is so difficult to communicate between two Boards when they are so interrelated. If you mean writing plans, there are very few plans at the moment. Ms. Bush added that once Mr. Pavlik gets settled, she is going to re-write the subdivision regulations, which haven't been done yet. Subdivisions are next on the Agenda and a parking site for the downtown area. I don't know what else you mean by planning.

Councilman Killen: Planning has to do with the use of a municipality, not only in the private sector, but by the municipal sector. We're going to be working on Robert Earley tonight, and we don't get any input from the Planning and Zoning except when it goes before the Planning and Zoning Commission.

Linda Bush asked Mr. Killen what input he would like. She asked for a letter to be sent to her regarding any questions.

Councilman Killen added that a professional planner is supposed to be looking into the areas within the town and find out what its needs are and to make recommendations.

Linda Bush commented that that is what the two year process of updating the zoning regulations and a plan of development was. That's why we spent a great deal of money and a great deal of time. That was that whole process.

Councilman Killen pointed out that it might have taken a long time and a lot of money, but it was overturned by the people who owned the property. It wasn't for the benefit of the town, it was for the benefit of those people who stated that you can't do this to me because I've owned this property for X number of years and now you are making your down zoning and I am going to lose money.

Linda Bush disagreed with Councilman Killen, and explained that when someone comes in and gets a site plan or subdivision approved, that is a zone change. That is definitely not. We have not done a zone change since we adopted the zoning map in January of 1986. We made some corrections to the map in July. Those are the only zone changes the Town of Wallingford made this entire year. When we approve a subdivision or site work, there is definitely not a zone change. They are two entirely different functions.

Councilman Killen explained that what he is looking for is a Town Planner to give us some direction on. We're hiring a professional planner and we are a bunch of lay people and we are making the final decision with nothing to go by.

Chairman Gessert asked Mr. Killen to outline his questions and submit them in a letter to Linda Bush.

VOTE: Unanimous ayes, with the exception of Bergamini and Diana who were not present; motion duly carried

ITEM 9 Consider and approve the following Board of Education Contracts:

- (a) Wallingford Education Association 1988-1989
- (b) Educational Administrators' Association of Wallingford
- (c) Wallingford Cafeteria Employees-Local 1303 Council #4-AFSCME, AFL-CIO

Chairman Gessert pointed out that Item 9 is broken down into three parts. The first one is the Wallingford Education Assoc.

A motion was made by Councilman Polanski to reject the contract between the Board of Education and the Wallingford Education Association, seconded by Councilman Holmes.

Cle Palsco began by pointing out some of the features of the negotiations. What we did in addition to distributing the Enhancement dollars and upgrading the minimum Teacher's salaries, we also negotiated the third year of the contract which did not have percentages assigned during the last negotiations. Basically, that was our task, we are very pleased with the way that the negotiations went in that we were able to effect a settlement. Basically, some of the highlights of what has happened is, we did distribute the Enhancement dollars, we were able to put a large amount of the Enhancement dollars at the beginning end of the salary schedule, we raised the minimum salary to \$20,000 in this year so we did minimum salaries in one year, which puts us in a very competitive market for teachers in the future. In addition to raising the minimum salaries we also, for the third year of the contract we were able to agree that the teachers' would work additional days. We have two more days factored into the third year of the contract. So, in the three years of the contract, the teachers will now be working four more days. Instead of 182 days, they are going to be working 186 days. Another part of the agreement is that we are now able for people newly hired by the Board of Education, to place a limit on this amount of severance they are able to receive when they leave the system. This will not show dollars this year or next year, but eventually, this will show a savings of dollars.

Chairman Gessert asked to have severance explained to him.

Cle Palsco explained that severance is monies that teachers' receive when they leave the system and it has to do with the number of days accumulated of sick leave buy out. In addition, the Board was concerned about teachers in categories that are hard to find or hard to hire, such as math teachers, science teachers, and we were able to reach agreement for these categories of hard to hire teachers', we would be able to pay a one time signing bonus of \$1,000 which might make the difference in terms of hiring these teachers' that are very much sought after in these systems. We feel that, with this contract, we are very competitive with other systems in the area and the State of Connecticut. In addition, other than the salary, we do have language now that will allow us to apply for and participate in a teacher evaluation plan, and a career incentive plan. That is another part of this legislation and there will be planning dollars that will eventually come to Wallingford for this aspect of the legislation. The percentage in the third year of the contract is 9.2%. This includes the extra two days. In addition, it includes the steps and the increases.

Councilman Gouveia asked Ms. Palsco if the 9.2% increase included the Enhancement.

Cle Palsco answered no and explained that the Enhancement dollars at all times have to be factored onto the local contribution and so the Enhancement dollars are always on top of the percentage.

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If we try to substitute the state dollars for local commitment to education, it would have a serious impact on our system down the road, because the GTB formula has a main part of it's composition as the local effort. If we reduced the local effort by substituting state dollars even if we could get away with it, it would have a very serious impact on our system two years from now because they would reduce our GTB grant.

Councilman Polanski: By bringing the minimum salary up to \$20,000 you received a bonus amount of money. What is that money going to be used for?

Cle Palsco answered by saying that by bringing the minimum salaries up in the first year, it will come to the Board of Education, which is \$87,000 for this year and for next year. Our intent is to use that money to help with the increases for the administrators because of the impact this legislation has had on the relationship between the teachers salaries and administrators salaries.

Councilman Killen commented that he thought the Council made it fairly clear that they were not looking for something in the 8 to 10% bracket for the third and yet we're coming up with 9.2%. It's fine that some money is coming down from the state to take care of it here. We have other departments and they all have their eye on what is going on here. They all work and they know that whether the state funds it or the town funds it, they expect to get X number of dollars for putting their hours in. As I say, we accepted the other because we said alright for the three years we are going to be home free and after that we are hanging in the wind. We don't know what is going to happen. We're enhancing it a little bit more and we're inviting the other department to come right ahead and ask for those kind of figures for three pacts down the board again, and I don't know where the dollars are coming from. I'm talking pure dollars here.

Cle Palsco: Basically, many other communities have settled for that contract already and their percentages are in the 9, 10 or 11% range. So, the comparison with other communities would be that they are already getting those percentages and the Enhancement dollars will go on on top of that. I would like to point out that if you break down the 9.2%, it is a very competitive salary. 1.2% of the increase is for the extra days worked. The remaining amount contains the salary steps and the increase and I have to remind you that Town figures that you get for Town Contracts do not include the steps. That is an additional percentage. So, when you really break down what the percentage really is, it is not out of line, I feel, in terms of other contracts that are being settled. The steps alone for this group comes to about 1.6 or 1.7%.

Councilman Killen showed interest in the extra working days that we would be getting.

Cle Palsco explained that they have not increased the students' work year, they have increased the teachers' work year for additional training.

Councilman Killen commented that they are increasing the price of education but you are not educating our children. These are the kinds of things that put education in a category by themselves.

Cle Palsco added that although they may not be instructional days, they are extremely valuable to our system in the terms of training our teachers and the participation in the other aspects of the Enhancement Act which mandates a great deal of teachers' training.

Councilman Killen said that he appreciates Cle's input but like anything, what is the finished product? If we still add 190 more days to it, we still get the kids that are coming out with the type of grade that some are getting. No matter how many days we add, we're not going to get anywhere unless we put the kids back in school and maybe teach them for two or three more days. To bring the teacher back, I don't see where the child is gaining anything.

Councilman Gouveia: The option is there for the Board to decide.

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Councilwoman Papale asked Cle Palsco that she had mentioned that the teachers were coming back two days, and you are pushing 9.2% having to do with two days of teachers coming back? Was that part of why you got the third year to be that high of a percentage?

Cle Palso: Working 2 additional days is worth 1.2%. That is an incredible amount of money when you figure the amount of teachers in our system. We have 415 or 420 teachers times a daily salary, that comes out to be a significant percentage. I feel that the percentage and the days going together is very worth while for our system.

Councilwoman Papale asked if this was time and a half.

Mr. Soldan answered by saying that this was straight time.

Cle Palso added that any contracted group will not work additional days without additional pay. I do realize that the percentages may be high, but, there is a push to increase the salaries of teachers and it is a tremendous effort on the part of the state and it has been an effort on the part of the state through it's arbitration process for some time. This is a once in a lifetime opportunity, and that is not to say that that opportunity may not cause some temporary problems. But, it is a tremendous opportunity to rectify a situation that has been existing for a long time.

Councilman Holmes asked Cle Palso how many years down the road do you expect these kind of percentages to be in place.

Cle Palso answered by saying that her expectation would be that this State Legislation and the increases that the teachers will see during the life of the Enhancement Act, should sufficiently raise teacher's salaries so that the percentages after that come down somewhat more in line with other groups.

Councilman Holmes commented that he is not against educational funding, but the odds are stacked against any kind of budgetary control by the towns. As long as I can remember and as long as I can see into the future, we are going to see these kinds of increases year after year and I don't see an end to this.

Cle Palso stated that if this legislation, if it sets out to do what it is anticipated to do, and I think it will accomplish that, I don't expect the percentages to remain where they are right now in the future.

Chairman Gessert commented that the same arbitrators always go by the next town's settlement last year.

Cle Palso : I would assume that the feeling would be that the State Legislation rectify the problem. The other things that we gained in the arbitration process is that we no longer have strikes in Connecticut. I think that it is at least 50/50 that these increases will not be as great in the future.

Mr. Jim Annis added that this is an attempt to get a good teaching staff and people who are interested in education, in the sense that their pay is commensurate with their abilities. As far as I can see, at the end of three years, we should be there, at that point where all college graduates are coming out and receiving the same kind of pay and I would be very disappointed if it were to continue that way and I can really see it going that way.

Councilman Gouveia asked what the average increase a teacher will be getting will be.

Mr. Soldan answered approximately \$1,000 or \$1,200.

Councilman Killen: The problem Cle, is that you say the state is trying to do certain things. The state is always trying to do things and is constantly muddying the water. One of the things that they fouled up is that we have no control over the line by line for the Board of Education, and I do not want that particular duty for any particular reason, we have enough problems.

you can't live within it, at least we'll know we made the recommendations and the cuts were made there. The state never pays attention. They did the same thing last fall when they gave the towns the money and said you can use it anyway you want. If you recall, they came in here and overrode us and told us what we would do with the funds. Again, we have big brother up in Hartford telling us how to do things. Every time the state tries to rectify something, it ends up down here. Luckily, we happen to have a surplus up there. We had the same goons up there when we had a deficit. They created the deficit and had nothing to do with the surplus. If we have a deficit again, we are still going to have to fund it. At that time, the state, instead of trying to help us along, they are going to say we are going to have to meet the standards you have and you are going to have to find out where you are going to come up with the funds.

Mr. Musso commented that he agreed with Mr. Killen. He feels that Wallingford is just following on the band wagon. We should only give what we can afford.

VOTE: Unanimous nos with the exception of Killen who voted yes and Bergamini and Diana who were not present; motion did not carry. (1988-1989 contract was not rejected.)

ITEM 9B Educational Administrators' Association of Wallingford

A motion was made by Councilman Rys to reject the contract with the Educational Administrators', seconded by Councilman Holmes.

Councilman Gouveia asked Cle Palsco to explain the \$2,000 bonus which the administrators' will be receiving.

Cle Palsco explained that this is not a bonus, it is a stipend that is paid through the bonus money that would be received through the Educational Enhancement Act. Basically, what happens, by upgrading the teachers salaries, let me start from the beginning. When we went into negotiations with the administrators', it became apparent that there was a very narrow gap of around \$800.00 between the highest paid teacher and the lowest paid administrator. When you added the Enhancement dollars on top, that problem was increased. Our feeling was that again, because of this once in a lifetime opportunity to participate in the Enhancement dollars, it created some problems for us in terms of the logical sequence of our salary schedules and we decided that since the state money caused the discrepancy, we would try and utilize the state bonus dollars we received directed by that discrepancy. Our plan is through our agreement that for this year and next year, \$2,000 from the bonus dollars will go to each administrator and then we negotiated a percentage on top of that.

Councilman Gouveia pointed that what they are basically doing is adjusting their salaries. He then asked Mr. Soldan if they had a Principle earning \$40,000?

Mr. Soldan answered yes.

Councilman Gouveia continued by pointing out that if you take that administrator that is making \$40,000 this year and you add to that administrator just the 8.5%, next year he will make \$43,400.

Cle Palsco: The problem with that scenario is that although it may be an an 8.5% overall increase, the percentages are not distributed evenly for all administrators, so some are going to make much less and some that are climbing will make more.

Councilman Gouveia: Let's assume that this administrator that is making \$40,000 is going to get the 6.5% plus the \$2,000. If you give him the \$2,000 plus the 8.5%, he is going to make \$45,575.00. Next year if you are going to give him the next \$2,000 plus the 7.9%, he is going to make \$51,333.00, that is a 28.3% increase. In the third year, it is only a 9.7% and he is not going to get the \$2,000. Now, if with the 9.7% increase on top of \$51,000, he is going to make \$56,312.00, that's a 40% increase over this years salary in three years, that seems to be staggering.

Chairman Gessert agree with Councilman Gouveia.

Cle Palsco pointed out that the administrator will be no farther ahead than the teachers than when he began.

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Councilman Polanski commented that the way he understood the Enhancement Act was to bring the teachers salaries up to a \$20,000 minimum. He personally cannot see using the bonus from the Enhancement Act to up the Administrators salaries. He can't see why they need a big gap between Administrators and teachers. Administrators only work 4 more weeks a year than teachers do. At one time, there was a 1.5 between the teachers and the administrators. I don't see that in here at all. If a person wants to get out of teaching and get into administration, fine, there is no way he should be guaranteed a \$5,000 to \$7,000 raise to become an Administrator. That Enhancement Act was to help the schools keep the people in the classrooms, because at one time, the only way you could get a raise was to become an Administrator. Those salaries are going up, fine. Those Principles that want a lot of money, that's their business. I personally don't see this kind of raise for these administrators.

Councilman Killen pointed out that teachers only work 10 months a year and some have part-time jobs and in some instances are making more than administrators. At the rate that we are going now, the people in the Education Department are going to be making much more than anybody in any other department in the Town and every other department is going to come forth to seek their share of it, and I don't blame them. The part that disturbs me the most is, I know men who are holding down two jobs and their wives holding down one job and they have no guaranty of their job like you have working for the Town of Wallingford and you are asking me to take their tax dollar and give it so these kind of things can go on and I can't do it. These people are liable to be out of one of their jobs tomorrow and there is no danger. That is one of the things in the past before Unions came into the picture. I'm stating a fact, that when you worked for a community, you didn't have to worry, you had your job, you got lower pay but you always had your job. Now we're paying better than the private sector and guaranteeing them that nothing will happen to them so long as they don't foul up. We can't continue it.

Mayor Dickinson: As I understand it, the money from the Enhancement Act was earmarked for teachers and not administrators. Mr. Soldan answered Mayor Dickinson by stating that the salary portion was.

Mayor Dickinson : I think it creates a problem at the departure from what our policies contain as far as raises, where the state is not pushing increases on administrators. What they did was to identify where they wanted society in general to enhance professions, that being the teachers. They did not identify it elsewhere. I can understand the problems in the Education Department with maintaining some difference. However, there's also a problem that I see at this level and I think that we've set some policies as to what we're willing to look at as far as salaries and this would require departure from that policy without the benefit of state funds or state backing which we have with the teacher angle. I think we are willing to look twice at it from the teacher angle because it is a state policy. But, now we are asked to depart from that standard which has required many many trips to binding arbitration for other unions because of an unwillingness to burden taxpayers unless we are forced to do it. So, I think that there is a problem here, but in my view, it has been created by the lack of foresight in the part of the state policy makers and perhaps they are the ones who are going to have to remedy it. I have to be concerned that approval of this is going to result in nothing but continuing problems with all of the other unions in Town.

Cle Palsco noted that she understood the Mayor's concern and understands what is being said here. However, when the Board sits down to negotiate, we are charged to look ahead and see where our system is going to be say in three or five years. We try not to do it a year at a time. The State Enhancement dollars did cause a very unusual situation for us and while I believe firmly, in the Enhancement dollars for the teachers, the reality of the situation was that it caused a problem for us in terms of how our administrative salaries related to the teachers salaries. We feel that we have responsibly gone after a creative way to try to pay for that discrepancy in terms of using the bonus dollars that the State Enhancement monies would give us for those two years. She pointed out that other

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communities are doing this and it can make a difference in terms of ultimate settlements. If this contract goes to binding arbitration, the reality of the situation is that the awards are there.

Chairman Gessert pointed out that he came up with the same figures that Councilman Gouveia came up with and if I look at the percentages that are outlined in the letter and I add to that the \$4,000 in bonus money and add that longevity, it comes to roughly 41.1%.

Mr. Soldan noted that the longevity would not have an percentage impact. A Principal earning \$750.00 longevity this year or last year would continue, therefore there is no increase involved. There is no increase on top of it which would increase the percentage as you just did. You can prove the base when the base was not approved in that territory.

Cle Palsco commented that over a three year period, it would average to about 12% a year.

Mr. Soldan asked Mr. Gouveia that since he did the percentages on the administrators, did he do them on the teachers?

Chairman Gessert answered that two years has already been awarded and that contract is signed sealed and delivered and was done by binding arbitration and not here.

Mr. Soldan commented that for a comparison point of view, if you did the comparisons of the teachers increases for the 3 year period, the same period as the principals', I think reality would then set in.

Chairman Gessert and Councilwoman Papale answered that it would be greater.

Mr. Soldan pointed out that this is the problem that the Board had to face. It's not right to have the leaders of the group working for less.

Councilman Killen commented to Mr. Soldan and Cle Palsco that they have a job to do and they don't get paid for it but the point is, you could say, look, we are going to give the teachers and we'll give the administrators. We have everybody and it's big brother looking over our shoulder. The State of Connecticut and it's wisdom, passed binding arbitration and threw it at us and they don't give a damn about who the guy is or what he knows about Wallingford. These people come in here and decide, they don't leave it to us, the elective people to decide. The State doesn't want any part of it for themselves. I don't know how to give you people what you feel you should get, and take care of the other departments at the same time because there is only X number of dollars that comes down the pike.

Councilman Polanski commented that he can't see any reason why they have to have this high discrepancy for the administrators.

Cle Palsco pointed out that the teachers work a shorter day, a shorter year and in many instances, their level of responsibility is by and large is not as great as an administrator who is supervising many employees and I think it is very reasonable to expect there would be some gap between the highest paid teacher and the lowest paid administrator.

Councilman Polanski asked if a High School Teacher was making \$27,000 and a position opened up for an Assistant Principal at \$44,000, how much would this High School Teacher of 8 years make? How many years of experience in the classrooms have the average administrators had?

Mr. Soldan answered anywhere between 7 and 17 years.

Councilman Polanski: Then a person can jump if there was a High School Assistant Principal position open and he was a High School Teacher for 8 years, he could go from \$27,000 to \$44,000?

Mr. Soldan commented that Mr. Polanski, he believes, went to the wrong sector. But, from a 10 to a 12 month job, there ought to be a difference.

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Councilman Polanski added that he also gets 6 weeks off.

Chairman Gessert and Councilwoman Papale agreed with Councilman Polanski.

Mr. Musso commented that he agreed with Mr. Polanski in which there should be no more than a 2% differential between the administrators.

Mr. Dewey agreed with Mr. Polanski also. He added that when Mr. Polanski was working under his supervisor and making more money, his supervisor still had the respect that was due him because of his position and not his salary or by virtue of Mr. Polanski's salary. He also pointed out that when he was in the Navy as an Ensign, he was making less than the men under him, but as long as he conducted himself he got results. If we are going to spend money on teachers who are working towards improving education in the classroom, hopefully improve the lives of the kids in our communities as a result. But, when you go to the administrative side, there doesn't seem to be that clear cut objective, and all we have heard so far sounds like all we are going to do is subsidize an existing pecking order. If an administrator needs a \$7,000 or more spread in order to maintain his authority, I think he is in the wrong profession.

Mr. Soltész commented that he does not care what Meriden or other towns do, he think we should go by what the Town of Wallingford's treasury can afford. He added that he also does not want to see the taxpayers mill rate raise because of this.

Mr. Faulkner pointed out that he is in favor of the teachers salaries coming up so we can enhance some fine education into the system. He also thinks that the Wallingford system and most systems are top heavy in the administrative field. Let's cut the fat, that's where all the money goes. I believe that there should be a little bit of spread between the teachers and administrators.

Chairman Gessert asked what the approximate angle amount the Board budget covers for the administrators.

Mr. Soldan answered Chairman Gessert by saying that is not even worth an answer because it is so ridiculous.

Chairman Gessert: The comparison is approximately 9 million to \$500,000.

Mr. Bradley commented that he has two personal friends who are school teachers and I talked to them on this issue. I was appalled when they told me what they were making. I agree with the comment that the administration is fat and these are my tax dollars too and I say no. In industry, we have seen when times are good. Now, the economy is down, interest rates are down and we are looking at industries giving raises in the 3 or 6% range. I don't expect my boss to subsidize my lifestyle. It appears that these administrators were subsidizing their lifestyles. It's tax dollars that are going to pay for this.

Councilman Rys: That \$86,000 that is the bonus money, which you have obviously taken and went into the first two years. Was there any direction given by the state when that bonus money came up on how to use it?

Cle Palsco answered no.

Mr. Soldan: The Board of Education is to use the money as they see fit.

Cle Palsco: We were trying to rectify a problem.

Councilman Rys: I think where this \$86,000 really belongs is in education. Instead of every year going around the budget like we always do and we are looking at special programs, trying to come up with this money for special programs, with this \$86,000 we could add a special program on. I would prefer to see it used to help out our kids, because they are the future.

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Cle Palsco added that if the contract is rejected here, it will go to binding arbitration and at that point it is out of all of our hands and there is no reason to think that the award is going to be any less than the settlement that was reached between the Board and the Union. We can put that bonus money anywhere we want, but ultimately, in my opinion, those dollars are going to be needed.

Councilman Rys: But you brought this money in during negotiations.

Cle Palsco: It seemed to the Board that this was a very direct way to handle the impact of the state Enhancement dollars that directly affected another group in our system. Whether the state thought of doing it or not, the fact of the matter is the reality of the matter, is that it had a tremendous impact on our administrators and I understand that people may not be able to relate to the administrators as closely as they can to the teachers, but I would have to disagree that the money spent on the administrators does not enhance our educational system. They are working very hard in terms of improving our system, evaluating teachers, the expectations on our administrators have never been higher as they are today and these people are working very hard on behalf of our system.

Councilman Rys agreed but also added that they should still take the money and use it towards education.

Cle Palsco: We can do that, but some of the dollars are still going to be needed for the administrators salaries.

Councilman Killen commented that he knows that the Board has done their homework and we are trying to do what we think is best and I think we are caught in a catch 22 situation because the rationale on the one that we haven't voted on yet seems to be that we have to keep some distance between the Managers and the people below them and yet, if you look at the next contract coming up under Appendix A, a Manager would be drawing effective 9/1/86 will be drawing \$7.54, a Satellite Manager will be drawing \$7.87 and a Clerk will be drawing \$8.70. It seems to me that we have the tail wagging the dog somewhere along the line. If we are going to vote one on the rationale that we are going on this one, then we have to vote no on the other one or visa-versa.

Cle Palsco suggested that Mr. Killen ask the next group about what those jobs entail.

Councilman Killen: That's where we get stuck with the problem because the administrator is a title and manager is a title. What it entails and what the person does is not necessarily the same thing. We pay dollars because we put a person in there. I've criticized many a person in our system and I think they have their own doubts about my shortcomings, but we pay them top dollars and they come before us and they don't know the answers to the questions that we pay them for and the setup that says what they will do says that they will know the answers to these questions. If the administrator is just a title, then we shouldn't give them more money because he is an administrator.

Chairman Gessert stated that he agreed with the statement made by Councilman Killen in regards to the quality and the effort put forth by many of those who are management within the educational system. We also have to look at reality. Reality is saying that industry is giving 2-1/2% raises. My company just gave 2.8% after a two month strike. The Town of Wallingford has Administrators, Department Heads that have a lot of responsibility for departments worth millions of dollars and large numbers of employees. We've been looking at raises for those areas for the past year at the 5-1/2% and 6% range. I think it is discriminatory if we take Town employees and give them one price and we double or triple that in the educational sector. I think there will be hard feelings if we do that. If we go along with that, it will cause problems down the road.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried. (Contract rejected.)

ITEM 9C Consider and approve the following Board of Education contract for the Wallingford Cafeteria Employees-Local 1303 Council #4-AFSCME, AFL-CIO. 18

A motion was made by Councilwoman Papale to consider and approve the Wallingford Cafeteria Employees Contract, seconded by Councilman Polanski.

Councilwoman Papale asked what this entailed besides the cafeteria.

Anne Eckard answered that it was just the cafeteria.

Mr. Stanley Seadale explained that these are managers that you see on the contract and have nothing to do with the clerks. These are managers of cafeteria operations in various schools and the clerks (2) are in the cafeteria office and they take care of the book work and the paper work to run the cafeteria system in terms of bookkeeping mainly supplies, etc. The managers that you see, have nothing to do with the clerks, they are out in the cafeteria as well, running it.

Councilman Killen: It doesn't change the fact that the manager has responsibility in addition to other things, while a clerk does manual work. This is what we were talking about between administrators and teachers. There are many offices being run by the clerks in charge. You can tell when the clerk in charge isn't there.

Mr. Seadale explained that this is basically dollars in housekeeping plus this contract now includes part-timers. The State Statute was modified about 5 or 6 years ago so that part-timers could petition to be part of the Union and the part-timers in the cafeteria (less than 20 hours) did in fact petition and they had an election and they had to be recognized. This is the first contract that brings them in. These people in the cafeteria are coming off of 3/6's. They had a four year contract, the last three years were 6%ers and if you look at the wage rates you can see that they are not the highest rates in the world. We got a 7-1/2% in the first year which is actually 1986 and a 6-1/2% and a 6%.

Mr. Musso commented that he did not agree with the way the Union operates (very demanding) in relation to the cafeteria workers, and the fact that they were expected to wear white uniforms.

Mr. Seadale: In the new contract includes the line which describes that the states that the employer may prescribe the uniform to be worn which consists of white shoes, black long pants, white or brown blouse with and apron and hair net. That is new, which we just negotiated into the contract.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

A motion was made by Councilman Rys to move up items 11, 12 and 14 before discussing item 10, seconded by Councilwoman Papale.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried

ITEM 11 REMOVE FROM TABLE and consider acceptance of easement over Young's property, North Branford Road.

A motion was made by Councilwoman Papale to remove item 11 from the table, seconded by Councilman Rys.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

A motion was made by Councilwoman Papale to consider acceptance of easement over Young's property, North Branford Road, seconded by Councilman Rys. (see amendment on page 23.)

Mr. Tom Richardson: This would include the total recommendation made by the PUC by letter dated November 7, 1986, I hope. On that date, the PUC adopted the recommendations that are set forth in that letter.

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Chairman Gessert: The only question that I have is that I read somewhere that the owner of the property is going to pay the PUC \$25,000 for the easement and then it looks like the PUC vigorously negotiated the owner of the property down to \$10,000 instead. Could you tell me how this happened?

Mr. Richardson responded by saying that at the PUC Hearing, there was one November 5th and then it was rescheduled for the 7th, the Town of Wallingford is gaining, instead of a 50ft. pipeline easement a 200 ft pipeline easement accross this property, so the Town is getting a much larger easement for pipelines. Number 2, it was negotiated that the Town of Wallingford would have the right to come onto the property adjacent to this easement. It is about 25 acres of land. They will be able to test for well water and if well water is in fact found to be a viable source of water supply, the town will be able to have a well on the property. The Town is getting three things and that is \$10,000, a 200 ft. easement and they are getting the rights for well water on 25 acres of land.

Mayor Dickinson: We provide copies volumes 86 page 28 of the easement itself. On page 29, it will give you an indication of what we are losing. In there it states - also the right to take and appropriate its own use water falling or running on the remainder of said farm - it goes on from there describing the right to collect surface water and dig canals and direct that surface water. Now, the utilities are saying that we don't need the surface water from this property. What they did want, is this 200 foot easement. So, we are receiving this \$10,000 for release for the right to collect surface water which is of no value to us by judgment of utilities, but we are getting a 200 foot easement that includes everything, whether it be utility lines or the right to sink wells and I just thought you should understand exactly what that right of the Town was, the right to collect surface water.

Councilman Killen: The second to the last paragraph, which is on page 2, the first sentence says - however, the two said developers will both be liable to furnish the Town with the two referenced new easements and to pay the Town \$10,000 even if they do not personally take title to the "Young" property, so long as the PUC votes to recommend the release of the prior easement and the Town Council acts affirmatively on the recommendation. How can they provide an easement if they don't take title?

Mr. Richardson explained that Verna and Galati did in fact take title and they have sold to my client, the \$10,000 is sitting in escrow in my office and is available as soon as you see fit to approve it. My client is in the room here and obviously very interested in going forward with the subdivision to increase the tax basis for the Town of Wallingford and put up some nice fancy houses.

Councilman Killen added that in the minutes of the PUC it said that Attorney Farrell also stated that if Young decides that he is not selling the property under the present contract and do not sell it within 10 years or so, it is not meant to give Town the easement unless the sale is made. That is just the exact opposite of what I just read to you.

Mr. Richardson stated that the sale has already been made.

Councilman Killen added that he would like to see it reduced to what the sale is now.

Mr. Richardson commented that he has no objection to change the motion to approve this as read and the present owners will be able to grant the easements to the Town of Wallingford and supply the \$10,000.

Councilman Killen with Mr. Richardson, and asked him to repeat the motion.

Mr. Richardson: I would have no objection to the motion being made that the recommendation in the November 1986 letter from Gerry Farrell be amended to read that the second to the last paragraph will obligate my client Dayborn Associates as the current owners of the properties to grant the easements and to turn over the \$10,000 to the Town of Wallingford.

Councilman Killen moved to accept the amended motion stated by Mr. Richardson that the recommendation in the November 1986 letter from Gerry Farrell be amended to read that the second to the last paragraph will obligate Dayborn Associates as the current owners of the properties to grant the easements and to turn over the \$10,000 to the Town of Wallingford, seconded by Councilman Holmes. 20

Mayor Dickinson added that just for the record, the Town does have a transmission pipe up there in the ground for water purposes which was not part of the original easement, so again it is a reason why we are interested in clearing out exactly what the easement allows and doesn't allow.

Chairman Gessert asked the Town Clerk to call the roll on the amended motion:

VOTE: Unanimous ayes with the exception of Bergamini, Diana and Holmes who were not present; motion duly carried.

Chairman Gessert asked the Town Clerk to call the roll on the main motion.

VOTE: Unanimous ayes with the exception of Bergamini, Diana and Holmes who were not present; motion duly carried.

ITEM 12. Wallingford Housing Authority request re PILOT FUNDS.

Mr. Rys moved acceptance of The Wallingford Housing Authority request to finance the 12-½% payment for the next calendar year and allow a phase-in over the next three year period following a one year waiver of any payment, due to the fact that PILOT funds will no longer be available from the State of Connecticut after the fiscal year 1985-1986, seconded by Mr. Holmes.

Mr. Polanski inquired about the rent charges and Mr. Nere said that the base rent presently runs from \$132 to \$152, in accordance with state regulations, based on the number of bedrooms in the unit and paying in accordance with a percentage of the tenant's income which is determined on family size and a family of three cannot earn more than \$10,400. Once income is exceeded, there is a surcharge of 2% above and beyond the income base exceeded. There are 132 units of moderate rental and approximately 29 are paying surcharges.

Mr. Gouveia asked what it would mean as far as rents are concerned if the Council does not approve this request and Mr. Nere explained that if the Council requested the 12-½% up front, the management plan would have to be revised and another public hearing held and a stronger increase considered. Mr. Gouveia asked how many of the families paying a surcharge are paying more than \$400 and Mr. Nere said 2 families are paying between \$350 and the \$400 range, but the usual surcharges range from \$20 up through \$50 or \$60 and perhaps 5 families paying \$100 to \$150. Beginning May 1, rent increases will take effect and individuals above the income guideline will be paying 25% of their net income and at that point, these individuals may want to consider the private sector.

Mr. Musso does not approve of waiving these funds and he feels that these people should not be subsidized by the Wallingford taxpayers.

Mr. Killen wanted to find out what rationale should be used to waive this particular item and Mr. Nere explained said the Authority is mandated by Statute 8-71 to pay tax to the town and the whole idea of the PILOT being yanked away came as a surprise and to phase this in will make it much more palatable for all parties concerned and not force the Housing Authority to put a very large burden on the tenant population right now. Mr. Killen said that his point is the other parties who will have to make up this difference and it will be more taxation for them, a burden to them. Mr. Nere explained that every rent increase must be approved by DOH and if this entire thing were to be absorbed, it would probably mean an increase of 35% to 40% and he is not sure that would be approved by DOH and he felt that with this concept in mind, everything will proceed as it should.

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Mayor Dickinson asked the Council to keep in mind what created this is that the State of Connecticut was paying some \$60,000 as a grant and now the State has removed all of that and to all of a sudden try to visit that upon the rentor is a shock in the budget and there are people who do need support of the town at this time. This was an effort to try to ease into a situation that is mandated by statute. Mr. Killen wanted everyone to realize that someone is paying for this.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini and Mr. Diana who were not present; motion duly carried.

ITEM 14. Dog Warden Transfer.

Mr. Holmes moved a transfer of \$3,600 from Unappropriated Fund Balance as follows: \$2,000 to Part-Time Help and \$1,600 to Overtime, seconded by Mr. Rys.

Mr. Killen mentioned that last year, Part-Time Help and Overtime accounts contained a total of \$1,618 and this year, with this addition, the totals will be over \$9,000 and he felt this was a big leap. Mrs. Gianotti said they have part-time help in the morning to clean and there is overtime for the Assistant who has to go out many nights. Mayor Dickinson explained that the overtime payment was started as of last year and this year it was a total estimate.

Mr. Polanski asked how much more revenue was brought in by the Dog Pound this year and Mrs. Gianotti said the revenue has doubled.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini and Mr. Diana who were not present; motion duly carried.

A brief recess was held at 9:55 p.m.

Mr. Rys moved to move item 16 to this point in the meeting, seconded by Mr. Holmes.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini and Mr. Diana who were not present; motion duly carried.

ITEM 16. Mr. Rys moved a transfer of \$45,000 from Town Insurance and \$15,000 from Education Insurance, a total of \$60,000 to Workers' Compensation (Self-Insurance), seconded by Mr. Holmes.

Mrs. Collins explained that the town has had several very severe workers' compensation cases this year, a cave-in on South Elm Street, hospital bills of \$18,000 to \$19,000 and a very severe neck operation at Yale New Haven for another \$11,000, a school teacher with two knee operations and a bill for a school secretary who slipped at the floor at E. C. Stevens and required a hip replacement. The \$1,000 per week is for disability awards only; the maximum on the comp award is \$408 plus \$10 a child.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini and Mr. Diana who were not present; motion duly carried.

ITEM 10. Mrs. Papale moved consideration of purchase of renovated Robert Earley School and sales agreement covering municipal buildings on North Main Street and Center Street, seconded by Mr. Holmes.

Mrs. Papale mentioned that she had contacted Mr. George Cooke today and she wanted Mr. Cooke to explain to the Council the fact that Attorney McManus is Mr. Cooke's attorney.

Mr. Cooke explained that Vincent T. McManus, Jr. is the attorney for Cooke's Equipment Company and has been for a number of years and all the real estate business is handled by the Firm of Wood & Lendler and has been for a number of years. Cooke's Equipment Company has nothing to do with this particular project. Mrs. Papale wanted to make this clear.

Mr. Gessert asked what the time frame would be from the time this item is voted upon until completion of the work and Mr. Cooke said it would be completed in one year, perhaps sooner, but a year would allow for any delays.

Mr. Gouveia is glad that some TIP money has been put aside for Robert Earley and he has been assured by many people of Mr. Cooke's personal integrity and he does an outstanding job. However, Mr. Gouveia is bothered by quite a few things in the contract.

Mr. Gouveia said the Mayor originally proposed a figure of \$5,000,000 for the Robert Earley renovation and he wondered about this strategy. The Council does not have any experts looking at that particular building and Mr. Gouveia called the Town Engineer today and he has not looked at this contract. Mr. Gouveia felt that a time constraint is the worst reason. . . Mr. Gessert said that a study was done 6 years ago and a \$2.9 million figure was proposed at that particular time. Mr. Gouveia said the \$2.9 million was to renovate the building and he felt that the work which will be done now is basically cosmetic work, not like the Police Station. 22

Mr. Gouveia did not know if it was necessary to tie the two projects together, the sale of the municipal buildings and the renovation of Robert Earley. He can understand the time constraints but when the RFB's were put out for the municipal buildings, it was done because a sale would ensue and he felt that at the same time, RFB's should have been put out for Robert Earley and that is how the time constraint was created and he felt that this was not a good suggestion.

Mr. Gouveia referred to page 2 of the contract and said he has a problem with "Judd Square shall undertake the rehabilitation of the Robert Earley School. . ." and he said he knows a lot of people who undertake a lot of things and don't finish them and he would much rather see "Judd Square will renovate Robert Earley School" rather than "shall" and also, instead of saying that within the 2½ million dollar budget prescribed by the Town Council, he would prefer to have something, "for the amount not to exceed 2½ million." Mr. Cooke said he did not have a problem with that.

Mr. Gouveia referred to page 8 of the contract, item 11 and said that this bothers him a great deal in this contract. Mr. Cooke said that item can be removed but it was in there in the event that a discrepancy arose with a subcontractor, it would be Judd Square's problem to solve it.

Mr. Gouveia felt that if this referred to any problems with the Committee, it would render the Committee powerless. Mr. Cooke said that was not the intent of item 11 but pertained to subcontractors. Mr. Gouveia felt that it should be made clear that this referred to disputes with subcontractors.

Mr. Gouveia referred to item 12 on page 8, liability insurance premiums and he asked if this reimbursement would be within the 2½ million dollars or was it in addition to the 2½ million. Mr. Cooke said he will insure the people in his employ and the subcontractors will have their own workmens' compensation. The fire insurance is on the structure and the town has liability and fire insurance on the structure. Mr. Gouveia said Mr. Cooke will own the property for one year and Mr. Cooke said he did not predicate this insurance into the program and the town is presently insuring Robert Earley for fire and liability. Mr. Killen said that once the building is turned over to Mr. Cooke, can the town insure a privately owned building? Mr. Cooke said he will take over the policy premium for the one year period and say the premium is \$5,000, at the end of the year the town will reimburse Mr. Cooke for the \$5,000 which if, in fact, the town would still be paying the \$5,000. Mayor Dickinson said the town would not have an insurable interest in the building when it is under construction by Judd Square's ownership.

Mr. Gouveia referred to page 6, item 3, the formation of a Committee and noted that the composition of the Committee is not detailed and he thinks that the Town Engineer, perhaps the Town Purchasing Agent and Director of Public Works should serve on this Committee. Mr. Cooke said he has nothing to say about the Committee and the formation of this Committee is the function of the Town Council. Mr. Gouveia would like to see the fact that the Town Council and the Mayor will appoint the Committee.

Mr. Gessert said that the next Town Council Meeting Agenda will have an item regarding appointment of a Building Committee to work with Judd Square Associates on the renovation of the Robert Earley School, 9 members to be appointed by the Town Council and 2 members to be appointed by Mayor William W. Dickinson, Jr.

Mr. Gouveia felt that some of the specifics are really lacking in this contract insofar as whether things should be replaced, such as page 4, item 5, doors. Mr. Cooke said that the doors have been checked by the Fire Marshal and they are commensurate with what would be put in today, a solid core door with a fire

rated glass, most of which has been broken. If there are any unfunctional doors or broken beyond the glass, they will be replaced with a life-time door with the same fire rating capacity. When the architect goes through the entire proposal with the department heads for the layout of the building, there will be walls cut out and depending on the layout of the building, at that point fire doors will be installed where needed. Mr. Cooke said if any doors cannot be repaired, they will be replaced. 23

Mr. Gouveia asked who would determine the starting date and Mr. Cooke said the Committee must be appointed and he has already talked with the roofer because of the roof leakage and this can be started within 2 weeks after discussion with the Committee. The architect will need a month to meet with department heads to get a floor plan layout but the roof and brick work can be repaired.

Mr. Cooke said that he has had an engineering firm in Robert Earley to lay out the sizing of the heat and airconditioning units and they can be ordered and that won't change a thing with the basic layout since the duct work will be through the ceilings.

Mayor Dickinson pointed out that all of this is contingent upon financing and any approval of the contract would have to be contingent upon adoption of the appropriate ordinance or mechanism for funding this--that doesn't mean work couldn't proceed but it would mean that it is contingent on financing. Mayor Dickinson said an ordinance would not be in place in two weeks and he wanted everyone to have an idea of what the parameters are. Mr. Cooke said that when Judd Square Associates pays the town the money for the buildings on Main and Center Streets, the bonding indebtedness will be reduced by \$850,000, leaving funding at \$1.7 million or so. Mayor Dickinson felt that the entire package would have to be funded, which goes beyond the \$2.5 million because parking improvements will have to be made, along with a telephone system, costs over and above the \$2.5 million so that is not the final cost of the project and a budget ordinance could hopefully include everything. Mr. Cooke said that if the funding must be in place and he cannot commence until March, that does not change the time frame, it will still be a year. The architect is from Avon, Connecticut and they have already gone through the PINE REPORT and they will incorporate that but they must meet with department heads which will take some time.

Mr. Gouveia asked why the Council could not have the architect's specs before voting on this item and Mr. Cooke asked who would fund the architect to go through this layout? Mr. Gouveia felt that the Council is committing \$2.5 million of the taxpayers' money for the good word of George Cooke and Mr. Cooke said it is being funded on the needs put forth by the survey stating that 24,000 feet of space is needed to incorporate the town offices in a given spot with a 20% increase factor for growth. The space is available in Robert Earley but placement of various departments needs to be determined.

Mr. Gouveia said Mr. Cooke's proposal and Mr. Caplan's proposal was received in June and he asked if the Council could not have received some in-house specs by this time? Mr. Cooke said he could have have specs drawn up in a month and Mr. Gouveia is bothered by the fact the they are entering into a contract with very little specifics.

Mayor Dickinson referred to page 2, section 1 which indicates that detailed architectural drawings, plans and specifications have to be prepared and submitted to the Committee for approval, defining all work to be performed. Mr. Gouveia said that this will be after the Council has approved the \$2.5 million dollars and he wanted this to be done beforehand, not afterwards.

Mr. Cooke said if the plan is acceptable to the people who will be occupying this space, it should be acceptable to the Council. Mr. Gouveia felt that this should have been done between June and now because he is being asked to vote on something that he does not know what it is going to be and he has nothing intelligent to base this on, to say that the \$2.5 million is an outstanding deal. Mr. Gouveia felt that the only person who has looked at it, as far as he is concerned, is Mr. Cooke.

Mr. Gessert added that there have been study committees researching this matter since Robert Earley School was closed in 1971 and an architect from Branford, at former Mayor Vumbaco's request, went through and did a schematic on the entire building and another price was received for \$2.9 million 6 years ago.

Mr. Gouveia asked if there are any default provisions in this contract, for instance, if the renovation takes 1 1/2 years, will Mr. Cooke pay for the default? Attorney Lendler asked if the town would pay a premium if work was finished ahead of time? Attorney Lendler said Judd Square Associates would give the town a default provision provided the town gives Judd Square Associates a premium, the same pay per day. . .Mr. Gouveia did not know what the premium would be and Mr. Lendler said they would work it out.

Mr. Gessert said he is not here to sell George Cooke but George Cooke and Associates has a vested interest in completing the building in a timely fashion, not true with the Police Station, but also true with Parker Farms School. The buildings Mr. Cooke is buying for \$850,000 are useless to him until they are vacated and can be converted.

Mr. Cooke mentioned that he felt if he did not come in with a better price than \$5 million, the town would not leave 350 Center Street and he wouldn't end up owning it. Mr. Gouveia felt that if the economy keeps going as it, Mr. Cooke will not pay anything to keep up 350 Center Street and he could turn around 2 or 3 years from now and sell it for \$1.6 million so he could end up making something on it. Mr. Cooke said he would buy Robert Earley right now!

Mr. Rys asked what would happen if the funding ordinance fell through? Attorney Lendler said that it behooves all of us not to start until the ordinance is adopted. Mr. Cooke said if the town never gets the funding, he never starts the project; there is no money involved here tonight.

Mr. Killen asked why the Council received a draft of the agreement with the agenda packet and then the final copy in the mail and Mr. Cooke said the draft was put together in the Town Attorney's Office with Mr. Lendler and then worked on with the Mayor and finalized. Mr. Killen referred to the contract for sale of the current municipal buildings to Judd Square Associates for the purchase price of \$851,111.39 plus a renovated Robert Earley School and he said that a contract entered into for the sale of these buildings did not have anything to do with Robert Earley School because that is a separate entity. . .Mr. Cooke said that can be removed because he did not agree with that either. Attorney Lendler considers this a one-sided contract, everything to the town and Judd Square Associates has no rights, only obligations and Mr. Lendler is not happy about this contract. The bid for the municipal building is a separate entity from Robert Earley School and there is no tie-in between the two.

Mayor Dickinson wanted the Council to understand that there is no contract for the sale of the municipal buildings to Judd Square Associates. The town agreed to enter into negotiations for proposals but the proposals have not yet been submitted. Mr. Killen said a proposal was supposed to be ready within 90 days. Mayor Dickinson said the purpose tonight is to hear ideas of the plan. Mr. Cooke said he has the plans for this building and the plans in the back of the room. Mr. Killen wants to do things in apple pie order and he went back to the minutes and read it. Mr. Killen wants to see Mr. Cooke's proposal for the municipal buildings first which he will act upon before this one. Attorney Lendler assumes the town will not sell 350 Center Street until there is somewhere to go and he asked how Mr. Killen proposed to handle that. Mr. Killen said that is why he voted against that and a layout was set and why is the boat being upset in the middle of the stream. Mr. Cooke was prepared to make that proposal and he asked Mr. Killen what order he wanted it in. Mr. Killen said it was supposed to be available in 90 days from September. Mr. Cooke said the item was never placed on the agenda.

Mayor Dickinson commented that the two items are linked. Further, if the current town hall is occupied and it is owned by Judd Square, and we are supposed to be elsewhere, there is a potential to pay rent so the two are linked not only because it protects the town on a conveyance but it also means that the occupants can't get out of 350 Center Street to meet a timetable for a sale to anyone until

there is a place to go. There is a reason for the way it is structured and it is a sound, legal business reason. Mr. Cooke said that the original proposal was that a \$50,000 deposit would be made and one year from that time, if the town had not moved from 350 Center Street, rent would be charged and this was when the rehabbing of Robert Earley would be incorporated into the time frame.

Mr. Gessert said that the Chair would entertain a motion to table this item.

Mr. Rys moved to table the subject of consideration of the contract for purchase of renovated Robert Earley School and sales agreement covering municipal buildings on North Main Street and Center Street, seconded by Mr. Holmes.

VOTE: Unanimous ayes with the exception of Mr. Gouveia who voted no and Mrs. Bergamini and Mr. Diana who were not present; motion duly carried.

Mr. Killen said that certain things would be done upon the Council's agreement that a proposal would be accepted and then the buildings would be sold and now there is a debate about selling the buildings without going through that and that is the point Mr. Killen is lost on.

Mr. Gessert said he would call a special meeting to discuss this matter and the entire evening could be spent discussing this matter. Mr. Cooke would be happy to attend a special meeting other than Thursday and Friday of this week.

ITEM 13. Mr. Rys moved approval of the following merit increases:

Norman Z. Rosow, Tax Collector
Carlos M. Duran & Michael C. Holmes, Electric Division
Mary Greaney, Police Department
Linda A. Bush, Town Planner

Mr. Polanski seconded the motion.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini, Mr. Diana and Mr. Holmes who were not present; motion duly carried.

ITEM 15. Consider approval of use of space in Railroad Station for Downtown Manager.

Mayor Dickinson commented that this was discussed during the budget workshops last year and money was taken out of the money provided to the Beautification Committee for a Downtown Manager because it was felt that space could be utilized in the Railroad Station for office space, etc. It was never specifically approved, however, it seemed to be the consensus that to save money, an office could be located there. Mr. Roe said this appeared in the minutes of the eighth budget workshop.

Mr. Killen moved approval of use of space in the Railroad Station for an office for the Downtown Manager, seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini, Mr. Diana and Mr. Holmes who were not present; motion duly carried.

ITEM 17. Withdrawn--this item was done under agenda item (7).

ITEM 18. Mr. Rys moved a transfer of \$1,500 from Robert Earley School Utilities to Metal Disposal, Public Works, seconded by Mr. Polanski.

Mr. Rys checked with a couple of local scrap dealers and found out that the market has fallen out of this and now one must pay to have metal taken away. Mr. Deak said that glass recycling has been discontinued because there was a charge to haul the glass to Rhode Island and we now have the same situation with the metal.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no and Mrs. Bergamini, Messrs. Diana and Holmes who were not present; motion duly carried.

ITEM 19. Mr. Rys moved a transfer of \$25,350 from Contingency 920-005 as follows: \$19,600 to Operation Labor & Expenses and \$5,750 to Employees Pension & Benefits, Water Division, seconded by Mrs. Papale.

Mr. Killen asked when the PUC last submitted a financial statement to the Council and Mr. Myers said the last report submitted was in October and November's statement came out last week. Mr. Smith said that financial reports are all transmitted to the Mayor's Office right after the PUC meeting and the December report has not been reviewed by the PUC. Mr. Myers said that after the report is received by the Mayor's Office, it is subject to a review that the Mayor and Mr. Myers has with the PUC staff. Mr. Smith explained that the town works on a cash basis the the Electric, Water & Sewer Divisions work on an accrual basis and the sales data is needed to provide the most factual information.

Mr. Killen felt that the Council is going on blind faith on this and this is not his cup of tea or he would find the answer to this. Mr. Smith said they are still waiting for information on the rate case, 3 months down the road.

VOTE: Unanimous ayes with the exception of Mr. Killen who voted no and Mrs. Bergamini, Mr. Diana and Mr. Holmes who were not present; motion duly carried.

ITEM 20. Request to upgrade 3 positions in the Water/Sewer Division.

Mr. Rys moved to upgrade the following three positions in the Water/Sewer Division from labor grade 12 to labor grade 13:
Water Superintendent - Sewer Superintendent (retroactive to 7/1/86)
Water & Sewer Office Manager, effective April 1, 1987.
Mrs. Papale seconded the motion.

Mr. Smith's recommendation was for a January 1 implementation and the PUC Commission voted to make that retroactive to July 1, 1986 and Mr. Smith would certainly endorse that for two of the positions and Mr. Denison's grade would be changed as of April 1, 1987. Mr. Smith said that the Water & Sewer Superintendent and the Water & Sewer Office Manager have been very instrumental in keeping the operations going during the absence of a manager during the past year. Mr. Beaumont said that in addition to which, in all likelihood had there not been the lack of the Water & Sewer Manager, this probably would have been taken care of prior to the end of the last fiscal year, at least two position upgrades effective as of 7/1/86 and for that combination, Mr. Beaumont moved at the PUC meeting that it be made retroactive to 7/1/86. Mr. Beaumont made the recommendation because of what these employees have done for the department and for what they meant to the department.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini, Mr. Diana and Mr. Holmes who were not present; motion duly carried.

ITEM 21. Mr. Rys moved a transfer of \$6,000 from Gas & Oil to Self-Insured Cruisers, Police Department, seconded by Mrs. Papale.

Mr. Polanski asked if the repairs were all done at one repair shop and Deputy Reynolds that 2 or 3 bids were received but usually Barberino comes in lower and has done most of the work. Mr. Gessert asked what the Chief was driving while his car was being repaired and Deputy Reynolds said he was driving a loaner and the Deputy uses one of the old patrol cars and when he is off duty, there is an extra set of keys at the desk. Mr. Gessert said that the car should be available for use when it is sitting in the parking lot.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini, Mr. Diana and Mr. Holmes who were not present; motion duly carried.

Mr. Killen asked that the certification be corrected on the bottom of this transfer to read \$6,000 and not \$8,762. Mrs. Rascati corrected her copy.

ITEM 22. Mr. Rys moved the appropriation of \$7,500 from the Unappropriated Fund Balance as follows: \$5,100 to Part-Time Wages and \$2,400 to Professional Services, Town Clerk's Office, seconded by Mr. Gouveia.

Mr. Gessert agrees that help is needed in the Town Clerk's Office but he suggested that this help be obtained on a contract basis in case interest rates rise and the number of deeds drop off. Mrs. Rascati said that the town is growing and she feels the help will be needed.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini, Mr. Diana and Mr. Holmes who were not present and Mrs. Papale who was not present for this vote; motion duly carried. 27

ITEM 23. Mr. Rys moved adoption of the following resolution:

RESOLVED:

Whereas the Town of Wallingford has received a donation in the amount of \$500.00 from the Harold Sitnitsky family to be used for purchase of paramedic equipment

Be it resolved

That the Mayor and the Town Council acknowledge the gift from the Harold Sitnitsky family and amend the 1986-87 general fund budget to allow for the purchase of the paramedic equipment as follows:

1986-1987 General Fund Revenue
Account 001-1075-070-7040 Miscellaneous Revenue \$500.00

1986-1987 General Fund Expenditures
Account 001-2031-999-9904 Ambulance Paramedic Equipment \$500.00

Mr. Rys also moved to establish a new line item account #001-2031-999-9904 Ambulance Paramedic Equipment.

Mr. Killen seconded the motion.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini, Mr. Diana and Mr. Holmes who were not present; motion duly carried.

ITEM 24. Mr. Gouveia said this committee has met three times with 15+ civic organizations involved and they are now at a point where a preliminary proposal must be submitted to DEP but certain requirements must be met before DEP will give the okay to go ahead with collection day. There must be a date for a collection, a tentative location, a committee and approval of the town to hold a collection day to allow the committee to have a collection. Mr. Gouveia said the date selected is May 16, 1987 and all that is needed is approval of the town.

Mrs. Papale moved to accept the committee for Hazardous Household Waste Collection Day and to allow the committee to have this collection on May 16, 1987, seconded by Mr. Rys.

Mr. Gouveia said he would return to the Council with a resolution for funding.

Mr. Gouveia said that Ray Rys is part of the committee and he has attended every meeting.

Mr. Killen asked to have the press give some publicity to this particular item so that no other events will be held on that day because it will be a failure unless everybody pitches in.

Mr. Gessert asked if there would be any cost savings to hold this collection day at the same time North Haven is holding theirs or the following day and Mr. Gouveia said there had to be two different locations. Mr. Rys felt this was a worthwhile cause and perhaps this will be encouragement for next year.

VOTE: Unanimous ayes with the exception of Mrs. Bergamini, Mr. Diana and Mr. Holmes who were not present; motion duly carried.

ITEM 25. Consider resolution authorizing Mayor William W. Dickinson, Jr. to sign contract and loan agreement with Connecticut Resource Recovery Authority.

Mr. Philip J. Hamel, Jr. was present for this item.

Mr. Rys read the following resolution authorizing Mayor to sign contract and loan agreement with Connecticut Resource Recovery Authority

RESOLVED:

1. That the Mayor of the Town of Wallingford is hereby authorized and directed to sign the contract between the Connecticut Resource Recovery Authority and the Town of Wallingford which outlines the conditions under which the Connecticut Resource Recovery Authority will provide funding to the Town of Wallingford during the construction phase of the Resource Recovery project.
2. That the Comptroller of the Town is hereby authorized and directed to establish a separate checking account for purposes of such grant.
3. That the Mayor of the Town of Wallingford is hereby authorized and directed to provide such additional information to execute such other documents as may be required, to execute any amendments, recisions and revisions thereto and act as the authorized representative of the Town of Wallingford.
(Amended on page 41 by deleting paragraph 3.)

Mr. Polanski seconded the motion.

Mr. Hamel explained that this is, in essence, a grant to the Town of Wallingford, a semi-grant, in that this would be a project cost for the project. It would provide funding for Mr. Hamel's salary and some other costs such as legal services to write ordinances and contracts, some town accounting service, audit and that sort of thing. Basically, it would enable Mr. Hamel to act as a liaison between CRRA and various towns; it would enable him to assist in municipalities in preparing ordinances or taking whatever other action they desire or require in order to be able to participate and meet their contractual obligations.

Mr. Hamel continued: Also, in developing licensing and control procedures for private haulers, providing staff for the policy board, which is the board of chief executives, which was established under the Municipal Contracts and assist the towns and the authority in any other ways necessary to implement this project. It's called a Contract and Loan Agreement. The reason it's called a Loan Agreement is because the authority will advance \$7,500 as a loan to be paid back at the end of the period, so that the Town has operating capital and doesn't have to advance funds to pay salary or the other costs in this project.

Councilwoman Papale asked Mr. Hamel to explain what he said about paying back.

Mr. Hamel explained that they advance the Town \$7,500. At the end of the period, the Town pays back the \$7,500. In the meantime, any expenditures that have been made, have been billed for so that we will have received enough money to cover our costs, plus \$7,500.

Councilwoman Papale explained that Mr. Hamel made it sound like the Town of Wallingford was responsible to pay back out of our own pockets.

Mr. Hamel: They treat it as a loan, they give us the money up front, and then at the back when they have paid all of the expenses, plus that amount, they want that amount back.

Mr. Hamel explained to Councilman Killen that it is an interest free loan that they provide up front so the Town does not have to advance any money. So, what happens is, if we expend the entire \$75,000 in the Contract, they will have paid us \$82,500, because they loaned us \$7,500 and paid all the expenses, then what they want is the \$7,500 back. It can be done either by reduced billing at the end of the period or by a combination.

Mr. Killen commented that his first impression was that this was a grant, but what it really is is a loan, of \$7,500.

Mr. Hamel. The \$75,000 to operate the project comes from project funds.

Councilman Killen asked Mr. Hamel if he represented the Town of Wallingford alone or everybody under the CRRA?

Mr. Hamel explained that he will be an employee of the town of Wallingford, but he will represent other towns as well.

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Councilman asked Mr. Hamel if the Town of Wallingford is going to be liable to pay back the \$7,500 or are the other towns going to have to pay a proportionate share?

Mr. Hamel explained to Mr. Killen that if we expend \$7,500, I will bill for \$7,500. They will give us a total of \$82,500, so that we will have expended \$7,500 and we will have \$7,500 left that they gave us and it has to be returned.

Mr. Hamel continued: We will never spend the \$7,500, because we had the same thing in the current project. We had a \$5,000 loan to start it out with because, there is no money to pay anything during the first month because, they operate on the billing process where the invoices have to go. It could be done where the town would advance the money and then get reimbursed. It would cost the town money to do that. So, instead of that, we've told CRRA to put the money up for operation, at the back end of it when we had that surplus in this account, we'll pay it back to you. They are going to give us more than \$75,000 if we expend the \$75,000.

Mayor Dickinson added that the expenses are limited to the \$75,000 but, they are paying us \$7,500 more than the \$75,000. They will pay us that up front. So, after you pay your \$75,000 expenses, you return back to them that \$7,500. You can't have more expenses than \$75,000.

Mr. Zandri asked why the Town is getting involved in this and why isn't this being represented by CRRA and have a person from them represent or take care of the negotiations for the Town. Why is this burden being put on the Town of Wallingford?

Mr. Hamel answered that we've thought all along to have a Town Representative. I don't think that it is a burden. We thought it was important to have someone represent the towns during the construction period. There are other things that the towns have to do and someone has to be responsible for making sure they get done. There have been times and there will be times during this construction period that the towns and the authority have had different interests and the reason for staying on as a town employee, is that it means that I represent the Town and not the authority. The Mayor can fire me if he doesn't like what I am doing.

Mr. Avallone asked Mr. Hamel if he was being paid out of the \$75,000.

Mr. Hamel answered that he was.

Mr. Avallone continued: Is there a designated salary?

Mr. Hamel answered that he will be paid on an hourly basis.

Mr. Avallone then asked Mr. Hamel how he is considered a Town Employee if he is being paid by CRRA.

Mr. Hamel responded that he is not paid by CRRA. This is a contract between the authority and the Town and what it says is that the Towns will provide certain services to the project and the authority will fund those, so that the authority gives the town money to perform those services.

Mr. Avallone asked Mr. Hamel who makes the decision as to how the \$75,000 is expended?

Mr. Hamel answered that that is a budget that is approved by the Mayor and CRRA.

Mr. Avallone asked Mr. Hamel what his hourly rate is.

Mr. Hamel told Mr. Avallone that his hourly rate is \$17.50.

Mr. Avallone: Prior to this project, what was your hourly rate?

Mr. Hamel: \$15.00 an hour. There are no benefits and I get no health insurance, no holidays, no sick time and no vacation. It is a flat rate.

Mr. Avallone: Your decisions are subject to the Mayor and CRRA?

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Mr. Hamel answered no, his decisions if he makes any, he will advise the Mayor and will advise all the towns. He is not really in a decision making capacity in the town. He can't sign any documents. There is not a lot that he can do to make unilateral decisions. They are checked with the chief executives. This is going to be working with the towns.

Chairman Gessert explained to Mr. Avallone that Mr. Hamel is going to be working as a research assistant and liaison between the towns to help the towns draft up the ordinances, it will have to be adopted perhaps grouped as far as the other items that are necessary to get this operation running.

Mr. Avallone asked if any of the other Mayors in the other towns have to approve what is being done, or is it just Mayor Dickinson and the CRRA.

Mr. Hamel: CRRA's approval is solely a budget approval. After that, I am strictly an employee of the Town of Wallingford and I work for the Mayor of the Town of Wallingford. As part of my job responsibilities, I will be responsible for preparing Ordinances and control measures for other towns, but I still work for the Mayor of Wallingford and I don't work for any other towns.

Mr. Avallone asked Mr. Hamel why CRRA gives \$75,000 of their money into a till and then allows the Mayor of Wallingford to be your boss.

Mr. Hamel: They consider this a legitimate project expense from the Wallingford Resource Recovery Project. These things have to be done and someone has to do them. This was approved by the Board of Directors of CRRA. CRRA is not my employer and has never been my employer. My salary has always been provided by grants. It has never come from local property tax revenues. It's been grants from numerous agencies such as Federal agencies, State agencies, and I have never worked for them, I've worked for the Town of Wallingford. That's who I work for right now.

Mr. Avallone: When is the last time you got a grant from CRRA?

Mr. Hamel: We were operating for the past two years or so under a grant, I was operating under a grant for the past two years from CRRA. It was for DEP but it came through CRRA.

Mr. Avallone : You are being paid in a different manner prior to this project being approved or passed,

Mr. Hamel: I don't think that the contract gives the authority any option to oversee my work or to make changes in my work. It's strictly a contract for the Town of Wallingford to provide services for this project.

Mr. Avallone continued to argue the point of the \$75,000.

Mr. Hamel explained that the project is paying \$75,000. It's not CRRA. CRRA controls the project funds right now, and that's the way we set up the structure because they are sort of the people who are designated by state legislation to do that. But, it is the project that is paying it and yes CRRA is handling it, but CRRA is not going to the State of Connecticut and saying give me money.

Mr. Avallone explained that this question of the money and CRRA was raised because of a conflict of interest with PAGB.

Councilman Gouveia asked Mr. Hamel if he was going to be working for all the municipalities.

Mr. Hamel: I will be providing services for the municipalities. But, I will report to the Mayor of Wallingford. He is my boss.

Councilman Gouveia asked Mr. Hamel what the duration of the contract was.

Mr. Hamel responded that he expects it to be done in 21 months, but he is not sure, between 21 and 24 months.

Councilman Gouveia: In part 3 of the resolution, it seems to me that we are giving quite a bit of power to the Mayor, such as sign documents, amendments, revisions, etc. Mr. Gouveia was concerned that the Mayor does not have to report to the Council. He has been on this Council since last year and has made some attempts to have some information come forth as to whats taken place and commented that he has seen nothing so far.

Mr. Gouveia continued: Our Town Attorney, at a PAGB Meeting stated that while he was talking, there were changes being made to the contract. Mr. Hamel was very willing to give us the information. The Mayor, saying that the Town was involved in a lawsuit with PAGB, almost forbid him from speaking. We went into Executive Session and I learned nothing in that session. I noticed that there were some amendments made according to the papers, at the last minute, and I have not received any type of report from the Mayor. When people ask me what is happening, I have to tell them I don't know.

Chairman Gessert asked Mayor Dickinson to supply the Council with the contract with the revisions.

Mayor Dickinson stated that he did not know if he had the final copies because the final copies are in for recording.

Mr. Hamel stated that he can get a copy.

Councilman Gouveia added that he has seen a copy of the amendments, but showed concern that he had to go to Cheshire to see them.

Mr. Hamel explained that the sealed bonds that they received last week described all of the contracts . It was a very detailed summary of all of the documents.

Councilman Killen asked Mr. Hamel who drew up the resolution.

Mr. Hamel explained that this is a fairly standard resolution that is used with most grants. It is exactly the same resolution that was passed last time.

Councilman Killen was concerned that paragraph covered a multitude of sins without really nailing anything down. He said that it grants alot of authority without really limiting anything.

Mr. Hamel explained again that this is standard.

Councilman Killen stated that he believes that this is not the way this should be done. He added that he would not sign anything like that having to do with a business venture that he was involved with on his own. It is too broad.

Mr. Avallone agreed with Councilman Killen 100%, and added that anyone that votes for that is shirking their duties as an elected representative for the Town of Wallingford.

Councilman Killen pointed out that he is in favor of the first and second parts of the resolution but not the third.

Mr. Hamel: In paragraph 3, it says "to provide such additional information and to execute other such other documents as may be required."

Councilman Killen asked what Mr. Hamel meant by those.

Mr. Hamel stated that he was not sure. For instance, we will have to provide invoices. I am not sure why this is a problem in terms of providing additional information or documents. That removes amendments, recisions and revisions. Do you have a problem with that?

Councilman Killen: The problem I have is that someone that is so close to it cannot explain to me what to execute the other documents means. They said that everything that is put in has a reason behind it. I would like to find out what the reasons are.

Mr. Hamel told Mr. Killen that if he wanted to delete paragraph 3 that would be fine.

were, he would have no problem voting for them.

Councilwoman Papale agreed with Mr. Gouveia regarding his comments about having the information first. The only way that we have any information is from what we read in the paper.

Mr. Hamel apologized for his responsibility in that he worked alot of hours during December and as soon as the closing was done, he took off for a few days, and he didn't get to it.

Councilwoman Papale : We are all Councilpeople and we voted for it and we all know what we have gone through in the last few months. We've put our positions on the line. She agreed again with Mr. Gouveia.

Mr. Hamel assured Councilwoman Papale that the Council will get copies, and anyone else who wants them, tommorrow.

Councilwoman Papale: Not just what happened before, but what is going to continue to happen.

Mr. Hamel: If I am working on an Ordinance with the Town, I will have to be working closely with the Council, and the Town Attorney. I don't think that this is something that we can do away from the Council. In terms of developing contracts and licensing procedures, that is nothing that can be done for private haulers, that is nothing that can be done administratively again, unless we approve it in the Ordinance and that is going to require that we work with you as well. You are going to be involved.

Councilwoman Papale pointed out that the Council would like to have the information before anything is done.

Chairman Gessert agreed with Councilwoman Papale and added that he would also like to know what the time frames are as far as the project goes for the next 12 months.

Mr. Hamel added that there will be a regular Policy Board Meeting in February. He was not sure of the date, but it has been posted, and he plans to talk that over with all of the towns, in terms of a schedule. We have alot of work ahead of us in the next 24 months. The Ordinance is going to have to be in place before that, because during start-up, we've committed our waste. When they want to start testing that plant, we've said that we will provide waste, so that we are going to have to have the legal mechanism to do that. That is really one of our major tasks right now is to get down to that so that we can meet our contractual responsibilities. I will get you a schedule as soon as I know what it is.

Mayor Dickinson: Keep in mind that this closed December 31st. It has been 1 week and 2 days, 7 working days since the new year and it's actual close . So, some of these documents have not been available because they all went for recording and other purposes. There has not been that much of a time lapse.

A motion was made by Councilman Killen to delete paragraph 3 of the resolution, seconded by Councilman Gouveia.

VOTE: Unanimous ayes, with the exception of Bergamini, Diana and Holmes who were not present, motion duly carried.

Councilman Gouveia added that if someone is going to be representing Wallingford, he would prefer that it be Mr. Hamel, rather than someone from another town.

The following vote was taken on the resolution.

VOTE: Unanimous ayes, with the exception of Bergamini, Diana and Holmes who were not present, motion duly carried.

ITEM 26 Note for the record Infrastructure Trust Statement, 1985-1986 Entitlement for the period ending November 30, 1986.

A motion was made by Councilman Rys to Note for the record the Infrastructure Trust Statement 1985-1986 Entitlement for the period ending November 30, 1986, seconded by Councilwoman Papale.

Councilman Killen asked Mr. Myers if the Infrastructure Trust Statement included all of the other funds such as Capital and Non-recurring.

Mr. Myers agreed with Mr. Killen.

Councilman Killen: There are items that have gone well beyond the three years that are called for in our Capital and Non-Recurring Fund, they should be considered abandoned.

Mr. Myers stated that he has talked this over with the appropriate parties. They assured him that the projects are on the drawing boards.

Councilman Killen: But the money has to be encumbered within 3 fiscal years and the dates show that they have not.

Mr. Myers commented that the problem is that he has sold the bonds based on those projects.

Mr. Myers added that he agrees with Mr. Killen, and added that he did not pass the bonding laws. He added that he has to be careful when he closes them, that he does not run into any bonding problems.

Councilman Killen asked Mr. Myers for a list of all of the accounts that are passe.

Chairman Gessert commented that he talked to Mr. Costello about money being left over and told him that he wanted to get a report from him. So, those projects that are basically completed with \$5,000 left on this one and \$4,000 left on that one.

Councilman Killen pointed out that he is talking about some that are 7 or 8 years old.

Chairman Gessert pointed out that the biggest one was the Toelles Road project.

Mr. Myers stated that he will check on this but added that he believes the we can only re-appropriate the money if the bonds haven't been sold. So, that would not be subject to re-appropriation.

VOTE: Unanimous ayes with the exception of Bergamini, Diana and Holmes who were not present; motion duly carried.

ITEM 27 Accept Town Council Minutes dated December 19, 1986.

A motion to accept the minutes dated December 19, 1986 was made by Councilman Polanski and seconded by Councilwoman Papale.

Councilman Killen asked Chairman Gessert if the Re-roofing Contract for Parker Farms School went out to bid.

Chairman Gessert said that it could go out to bid, is specs are drawn.

Mayor Dickinson felt that you would be looking at more money to do it , you could repeal this and if there is work that must be done that isn't done, you co'ld have a potential problem later on, which must be corrected. The bottom line is that if you commit to a project there comes a time when it gets late to get out of it. You can re-bid, go over drawings, make sure the expenditures are proper. Other projects have been sent out to bid the second time. If the initial receipts weren't liked. All construction bids are coming in real high because people are so busy.

Mr. Killen felt that this should have come before the Council and been asked to waive the bid. It's in the Charter.

VOTE: Unanimous ayes with the exception of Bergamini, Diana and Holmes who were not present and Killen who passed, motion duly carried.

Mr. Killen moved that the meeting go into Executive Session for the purpose of discussing pending litigation, seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Bergamini, Diana and Holmes who were not present; motion duly carried. The meeting moved into Executive Session at 12:15 a.m.

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Mr. Polanski moved that the meeting come out of Executive Session, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Bergamini, Diana and Holmes who were not present; motion duly carried and the meeting moved out of Executive Session at 12:20 a.m.

One vote was recorded after coming out of Executive Session:

Mr. Polanski moved to settle a claim of May 10, 1986 in the amount of \$4,000, seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Bergamini, Diana and Holmes who were not present; motion duly carried.

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 12:25 a.m.

Meeting recorded by:
Susan M. Baron, Council Secretary

Meeting transcribed by:
Susan M. Baron & Delores B. Fetta

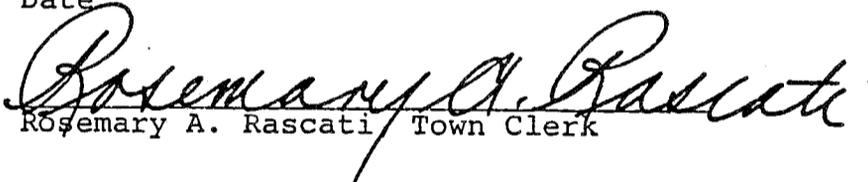
Approved



David A. Gessert, Chairman

January 27, 1987

Date



Rosemary A. Rascati Town Clerk

January 27, 1987

Date

January 20, 1987

- Approved appropriation of \$30,000 from Unappropriated Fund
Balance to: Snow, Ice Control & Sand Pickup Overtime 1-2
- Approved appropriation of \$10,000 from Unappropriated Fund
Balance to: Sand 2-3
- Approved Waiving the Bid to go with the lowest bidder for
the better quality of white sand on a trial basis 3-6
- Approved appropriation of \$10,000 from Unappropriated Fund
Balance to: Salt Supplies 6
- Approved appropriation of \$1,000 from Gas & Oil to: Meal
Allowance 6
- Approved transfer of \$400.00 from 9 & 21 No. Main Street
Utilities to: PWD-Central Garage Tool Allowance 6-7
- Approved transfer of \$109,663 from Window Walls, \$100,000
from Site Work and \$60,000 from Contingency for a total
of \$269,663 to: Mechanical and Electrical 7-23
- Meeting adjourned 23

SPECIAL TOWN COUNCIL MEETING

TUESDAY, JANUARY 20, 1987

5:30 P.M.

There will be a Special Town Council Meeting on Tuesday, January 20, 1987 at 5:30 P.M. in Room 225, Municipal Bldg. to consider the following Agenda:

- 1. Consider the following appropriations/^{and Transfers}to Public Works Department Budget:
 - \$30,000 to Snow, Ice Control & Sand Pickup Overtime
 - \$10,000 to Sand
 - \$10,000 to Salt Supplies
 - \$1,000 to Meal Allowance
 - \$400.00 to Tool Allowance-Central Garage
- 2. Transfer of Funds to Cover Bid Prices for Electrical and Mechanical Work in Parker Farms School.

SPECIAL TOWN COUNCIL MEETING

January 20, 1987

5:30 P.M.

There was a special meeting of the Wallingford Town Council on Tuesday, January 20, 1987, at 5:30 p.m. in Room 225 at the Wallingford Town Hall. The meeting was called to order at 5:45 by Chairman Gessert. Answering present to the roll called by Town Clerk Rascati were Council Members Gessert, Gouveia, Papale, Killen, Polanski, Holmes and Rys. Also present were Mayor William W. Dickinson, Jr. and Comptroller Thomas A. Myers. Council Members Bergamini and Diana were not present.

ITEM 1 Consider the following appropriations/and Transfers to Public Works Department Budget:

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- A. \$30,000 to Snow, Ice Control & Sand Pickup Overtime
- B. \$10,000 to Sand
- C. \$10,000 to Salt Supplies
- D. \$ 1,000 to Meal Allowance
- E. \$ 400 to Tool Allowance-Central Garage

ITEM 1A. \$30,000 to Snow, Ice Control & Sand Pickup Overtime

A motion was made by Councilwoman Papale to approve the appropriation of \$30,000 from Unappropriated Fund Balance to Snow, Ice Control & Sand Pickup Overtime, seconded by Councilman Holmes.

Councilwoman Papale asked Mr. Deak how much money was appropriated in this account.

Councilman Killen answered Councilwoman Papale by stating that the amount was \$51,275.00.

Councilwoman asked Mr. Deak what the amount was that he asked for, and if it was more than that? She added that she was thinking of next years budget.

Mr. Deak responded that he did not ask for more than that amount because in the past years he had asked for \$50,000.

Chairman Gessert noted that one of the problems with the storms this year is because of the time of day that they are arriving.

Councilman Killen commented that last year \$50,748 was spent and we are going to run over this year.

Councilman Polanski asked Mr. Deak for a rough estimate on how much it costs when a snow storm hits.

Mr. Deak answered that it costs about \$1,000 an hour on Sundays and holidays are about \$600.00. He added that holidays are time and a half.

Chairman Gessert added that during the day you have the regular rate, overtime at night, double time on Sundays and holidays.

VOTE. Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 1B. \$10,000 to Sand

A motion was made by Councilwoman Papale to appropriate \$10,000 from Unappropriated Fund Balance to Sand Account, seconded by Councilman Rys.

Chairman Gessert began by saying that he had talked to Mr. Deak last night, and from their conversation he stated that one of the questions that he had was regarding the quality of the sand that the Town of Wallingford is using and it depends on how much you want to pay, what type of sand you get. He added that what they have been getting is a redish, almost a clayish and gritty texture, and he does not believe that it feeds well into the machines or goes as far on the highways and it is not very good to handle. He added that he saw men last night jamming it down into the grates on the tops of the trucks. He stated that he asked Mr. Deak if there was anyplace around where we could get a better quality, for example, the whiter sand is a better quality and I think that it will go farther, and Mr. Deak indicated that it is available but the price per yard is more costly. He added that Mr. Deak stated that he did not care what type they use, but his opinion is that if a better quality sand will go farther, it's not necessarily in the economy to get a cheaper type. If it takes more labor to get it into the trucks and get it through the screening, then I think that what we are saving per yard, we may be paying out in labor, especially if we are paying \$1,000 per hour for overtime for our forces to be on the road. I'd rather have them on the road than trying to get the sand to go through the truck. So, we need an approval of the transfer, first of all to buy any sand but secondly, I would also like us to consider the alternatives that Mr. Deak has just given us.

Councilman Killen asked Mr. Deak what the Town is paying now.

Mr. Deak answered \$6.75

Mayor Dickinson passed around some samples of different types of sand to the Council Members and asked them to compare the qualities. The samples consisted of the type the Town uses, the State and two vendors. He added that the Town uses the same type as the State. He added that he does not believe that the problem is the color but the length of time it has been stored. 37

Councilman Gouveia commented that the texture of the two samples that he had were different and asked if this makes a difference as far as the machine is concerned. He added that he found quite a few pebbles.

Mayor Dickinson added that the screens are larger than a household screen.

Councilwoman Papale asked Mr. Deak if he found that when he gets to the end of his pile, if it is different than when he first started. (a different grain)

Mr. Deak answered that they get a lot of residue because of all the rain that accumulates.

Councilwoman Papale asked Mr. Deak if he would have the same problem if they used the white sand.

Mr. Deak could not answer this question.

Mr. Ed Neil, Public Works Department, commented that before he came to work for the Town, he had worked for private contractors. Part of his job was over-seeing gravel sales. The red sand has a higher clay content, which right now is their problem. When the clay gets wet, it turns to mud. Our main concern is (with the department) not what happens when it gets on the road, we're concerned with that also because you get the grit, but the sand will not pass through the springs because of the clay content. It has always been that a lighter colored sand was a cleaner sand. He added that he spent at least a half-an-hour on top of that screen, and it will not go through the screens in the two inch holes in the truck. He added that you have to force it down, not only after there has been a lot of rain. He added that being alone out there, sooner or later someone is going to get hurt.

Chairman Gessert commented that he would like to give the better sand a try rather than having the men wasting their time with the redish clay that they are using now.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

Mr. David Ferguson commented that because of the drought cycle, we will be having more precipitation this year.

A motion was made by Councilman Holmes to waive the bid and go with the lowest bidder for the better quality of white sand on a trial basis, seconded by Councilman Polanski.

Chairman Gessert commented that Mr. Deak has gone out and gotten prices that range from \$8.50 to \$15.15. The bottom line is if we don't take some type of action, and the purchasing department goes through the purchasing procedure and puts it out to bid, by the time the bid gets out and gets received another snow storm will be upon us and there is not enough sand over there for the Public Works Department to handle it.

Councilman Killen pointed out that waiving the bid on during a special meeting, especially when it is not on the agenda, is not a proper procedure.

Chairman Gessert stated that Mr. Killen's point was well taken.

Councilman Rys asked if the Oleski and H. J. Kelly samples were unscreened.

Councilman Rys was told by Mr. Deak that it was screened.

Councilman Rys pointed out that he had some reservations if it isn't screened then it isn't washed. He commented that the washed sand will go alot further because you do not have all the residue in it. Screened would obviously be alot better than what we have now.

Mr. Neil added that it depends on what they call screened. He stated that what they have now is called screened and they are taking up two by four pieces of concrete, pavement, dead animals, etc.

Mayor Dickinson commented that what they are talking about is the purchase of sand, so where we are going to purchase it certainly falls under an appropriation of purchase.

Chairman Gessert commented that they could entertain a motion to have Mr. Deak go out and replace sand and upgrade the quality of it at the same time after seeking devices.

Councilman Rys stated that this is what he was talking about. You have a sum of \$10,000 for sand which obviously is going to require bids because it's above the \$2,000 mark. He then asked Mr. Deak if the sand is needed now.

Mr. Deak responded yes.

Councilman Rys asked Mr. Deak if they were out of sand.

Mr. Deak responded that they were not completely out.

Councilman Holmes asked Mr. Deak when he could get delivery on the sand.

Mr. Deak responded that all it takes is a phone call. He added that the bid takes 10 days.

Chairman Gessert commented that he is not satisfied with the procedure but he believes it is necessary.

Mr. Deak stated that he has an outstanding contract.

Councilman Gouveia asked Mr. Deak if the \$6.75 that was quoted before was an old bid.

Mr. Deak answered that this is a state bid price.

Mayor Dickinson added that we right now purchase sand from a state bid. The State of Connecticut gets their sand from Oleski, in Cheshire, just as we do. So, what you are talking about is departing from the state bid, and taking from one of the bids that were developed for this other grade of sand. There seems to be concerns about the quality that we have been receiving and I don't see a great difference in quality in the samples. If you want to try it on an experimental basis, it does represent quite a large degree of expenditures if it's to be a continual effort. This sand is basically throw away material and I hate to spend more for it than we actually have to spend. If we are having trouble with the quality from the vendor, then we have a cause of action against the vendor, if he is not giving us the same quality he is giving the state, but I think there are other problems that enter into it, such as the loading of it onto the trucks. There is a certain amount of covering, for instance, if we had buildings that covered our supplies of salt and sand, it would make a big difference in what happens to it during the course of the year. As it sits, it compacts on itself. We can try it, but I don't know if you should be looking at this now as a continuing effort.

Councilman Gouveia pointed out that he sees a big difference in the \$6.75 and \$8.50 sand. He asked if this does any damage to the machines. (he pointed at the rock he dumped out of the sample)

Councilwoman Papale commented that maybe there isn't a big difference between the two samples and she added that she realized that the Mayor went and checked on it but, in that little amount, maybe we can't see, but the people in the Public Works that work with it all the time, if they are having a problem like they are saying, maybe we can't see it in two cupfuls of sand. I think that it is a hard example to even tell.

Councilman Rys asked Mr. Deak if there was any difference between the spreaders that the state uses and the Town of Wallingford. 39

Mr. Deak responded that they are similar and added that the state has a building to keep it covered.

Mayor Dickinson asked Mr. Deak where the source of the sand was coming from.

Mr. Deak answered that one is coming from Rocky Hill and the other is coming from Cheshire.

Mr. Deak stated that he is under contract and asked if he could switch over to buy the better sand.

Chairman Gessert answered that this is his understanding.

Mayor Dickinson said that he could switch but would not get as much with the higher price.

Councilman Gouveia asked Mr. Deak if he thought that the four companies (which quoted) are representative of the companies out there that are supplying sand.

Mr. Deak: These are the only four that we have knowledge of.

Chairman Gessert added that these are the only four companies that we know about.

Mayor Dickinson asked Mr. Deak if the 600 yards that he has left would be enough for another storm.

Mr. Deak responded that it would depend on the type of storm that they have.

VOTE: Unanimous ayes with the exception of Killen and Rys who voted no and Bergamini and Diana who were not present; motion duly carried.

ITEM 1C \$10,000 Salt Supplies

A motion was made by Councilwoman Papale to approve the appropriation of \$10,000 from Unappropriated Fund Balance to Salt Supplies, seconded by Councilman Rys.

Chairman Gessert commented that he assumed that the salt supply is in the same condition as the sand.

Mr. Deak agreed and stated that he has about 4 loads left.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 1D \$1,000 Meal Allowance

A motion was made by Councilwoman Papale to approve the appropriation of funds of \$1,000 from Gas & Oil to Meal Allowance, seconded by Councilman Rys.

Councilwoman Papale added that additional funds are necessary to pay meal allowances due to the severe weather conditions.

Councilman Killen asked Mr. Deak if the \$1,000 left on the Gas and Oil account will be enough to carry him through.

Mr. Deak replied yes.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 1D \$400.00 to Tool Allowance-Central Garage

A motion was made by Councilwoman Papale to transfer the amount of \$400.00 from 9 & 21 No. Main Street Utilities to PWD-Central Garage Tool Allowance, seconded by Councilman Rys.

Councilwoman Papale added that these funds were not budgeted in their 1986-87 budget and is needed to pay the replacement tool allowance. 40

Chairman Gessert asked Mr. Deak if this was something that was added in the contract after the budget was done.

Mr. Deak responded that yes it was not budgeted.

Councilman Killen asked Mr. Deak if he already had an account or if he was establishing a new one.

Mr. Deak responded that he already has an account, and replied that he is just short.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present, motion duly carried.

ITEM 2 Transfer of Funds to cover bid prices for Electrical and Mechanical Work in Parker Farms School.

A motion was made by Councilwoman Papale to transfer the funds of \$109,663 from Window Walls, \$100,000 from Site Work and \$60,000 from Contingency, for a total of \$269,663 to Mechanical and Electrical Account, because higher than expected bids for mechanical and electrical work necessitates that they initiate transfers before awarding the contracts, seconded by Councilman Polanski, for discussion.

Chairman Gessert began by stating his concerns over the amount going from \$1.2 to \$2.385. We are talking about transferring \$100,000 out of site work and according to our meeting the other day, the \$315,000 that we are looking at for site work, which I think is grossly overstated, it is now starting to swell like a balloon in a race.

Mr. Devine explained that the reason that they are taking money out of site work is because there are no site work contracts to be awarded so, it won't impact on the awarding of future contracts until later on when we have a better handle on what the site work is going to cost. The window wall transfer is a surplus that we had with the window wall account and it came in less than we expected and the contingency funds available for circumstances like right now. Obviously, from the meeting we had last week, we are all concerned about the site work and the members of the committee has not had a chance to see the latest projection which they will see tonight, but obviously, \$475,000 I don't think will be acceptable to the committee on a whole.

Chairman Gessert asked Mr. Devine if they had enough money for the electrical.

Mr. Devine explained that they have \$355,000 for the electrical contract and \$187,000. But, the mechanical has priority because of lead time required.

Chairman Gessert commented that part of that lead time makes the assumption that the entire heating system is replaced.

Mr. Devine: The ventilation system has to be done for a code update.

Chairman Gessert responded that he has no problem with the ventilation system but until that heating system can be refurbished and used, there is no way I would support this kind of money for a new heating system. Many of our schools in town have the same heating system (age) as this one. They have had new burners put in, updated, so they can go gas or oil.

Mr. Ferguson commented that Parker Farms was built in 1954, the only schools older are Yalesville and Moses Y.

Chairman Gessert asked about Lyman Hall.

Mr. Ferguson responded that Lyman Hall was built after that.

Chairman Gessert did not agree and commented that his wife graduated from Lyman Hall in 1960.

Bob Devine: With all due respect as to what systems are in other schools, we are dealing with Parker Farms School, in fact we have a heating system that has been shut down for over three years. There have been things taken off the heating system. We've had numerous

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people come in during the interview process for an architect, construction manager, and in no case did they recommend that we keep the heating system. That's not to say that the heating system cannot be salvaged. We attempted to pursue that through a reference that Mr. Gessert gave us to Hartford Steam Boiler Insurance Company. At that point, they requested that it would take 45 days before they could provide a report for us and it would cost us approximately \$6,100.00, because the general consensus of the committee were paying \$205,000 for expertise, professional consultants. To go out and get a third opinion, we felt, would be counter-productive, and not we would have been confronted with two sets of opinions, if that should have been the case. My discussions and my initial inspection was the gentlemen from the Insurance Company, and his conversations with me indicated that he felt that we were doing the right thing. I know this is a grave concern to everyone here, but I don't think that the committee is prepared on it's own to say that we are going to maintain that heating system. If the feeling is strong enough on the Council, I would ask that a motion be made and direction be given to us that no money be expended to replace the heating system at Parker Farms. On that basis, we will make every effort to repair that and bring it on line with the existing system that is in there. We have given it our best shot, we've gotten the best opinions that we feel that we could have gotten under the circumstances. We've found nothing to say that they are wrong, and if there is a strong enough feeling here, I would say, give us that direction and we will go forward with it.

Chairman Gessert commented that he appreciates Mr. Devine's comments and added that it is nice for the architect and the construction manager to say that everything should be brand new because they are not paying for it, we are. Architects like to make everything new because sometimes it is easier than to look at less expensive alternatives. But, the bottom line is that when you only have so much to work with and the costs have changed almost 100% since we committed ourselves to it.

Mr. Ferguson added that he is also paying for that school, all the taxpayers. Unfortunately, the original go-around was a day and half proposal by an architect, so the Board of Education could go to the state for grant money. We've been working a whole year and we are not going to spend any money we don't have to spend. We've been meeting every week on this school, and we have to get it open by September 1st. You have tied our hands by going item by item based on assumptions of an architect in a day and a half, that this was the cost of the school.

Chairman Gessert asked Mr. Ferguson if we paid the architect.

Mr. Ferguson responded that the Board of Education paid the architect.

Chairman Gessert: The Ordinance was based on the recommendation of Kaestle Boos and the Wooding Company, and they didn't have a day and a half, they had 6 months before they came in with the numbers. They came in with the numbers from their professionals and between the two of them we're paying them over \$200,000 to give us accurate numbers. If we are not getting accurate numbers, then there is something wrong. But, we are not talking about a day and a half with an architect. They can use the Montana Report for toilet paper. They didn't give us the Montana Report numbers, they gave us the their numbers and we paid for it.

Councilman Killen asked Mr. Devine regarding the figures he gave us if he is going to be using the boiler that is already in there, on the \$2.2 million?

Mr. Devine: No, we are going to be replacing the heating system at that point.

Councilman Killen asked Mr. Devine if this fell within that figure of \$2.2.

Mr. Devine: At the time that the budget was presented to the Council, we did not have final drawings at the time. We had a number of bids that were going out, we needed a figure to begin to award some of the contracts. The final drawings did not arrive in our hands until early October. At that point, they were reviewed by the local Board of Education and upon their approval, sent to Hartford where they resided for 6 to 7 weeks, before we got final approval that these items were to go out to bid. It was during that period between

October to early December that the professionals finally had an opportunity to look at everything that was going into the building, and to get some accurate cost estimates on it. 42

Chairman Gessert commented that he hasn't seen it in the newspaper yet that these things sat in Hartford for 6 to 7 weeks.

Mr. Devine: From the beginning, everytime I've sat here, we've talked about a construction manager. As I said, we had this unknown element which was the Department of Education in Hartford.

Chairman Gessert: Everything in print makes it seem like the Council is slowing this thing up and 6 or 7 weeks in Hartford certainly did not speed the process up.

Councilman Killen: If I were going to add up \$2.2 or \$2.02, I would get a series of figures and right along side it, it would say what I was getting for that \$2.02. The point is, we have to make the final decision, you can make all the mistakes you want but we are not allowed to make those mistakes.

Mr. Devine explained that when the conceptual budget was submitted, it contained a new heating system for the school.

Councilman Killen asked Mr. Devine what made the price go up?

Mr. Devine answered that he believes that we are dealing with a boom construction industry that's impacted on the bids. There may have been something more in those drawings, a little more detail, renovation than was anticipated at the time we talked about the heating system. We are looking at a couple of those items again to see if we can have some cost savings there. I don't think that it was the materials.

Mr. Wooding responded that the materials are really included in the bid process and the point was, that it anticipated that the boilers were going to be replaced when the budget was put together. The question was, did we know to the extent that the final drawings were going to replace the existing heating system components other than the boilers? This can be answered no.

Councilman Killen: We don't have the expertise and we try to put a committee together with some expertise, and we assume that somewhere along the line they are going to raise the same questions that the lay people are asking here. Which is, how do you arrive at \$2.2 and later on say that it just can't be done. There are two aspects of this. First, do you want to do a building over? The best example is the Robert Earley that we are still kicking around now. It would have been done years ago if we didn't want to spend that kind of dollars for it. The idea to do it was there and there were plenty of votes around the table. When the dollar figures came in, it went down the tubes. Now we get along with the concept that we have agreed that this building has to be done over, we want to open it up and we have agreed that we will spend X number of dollars. They're tied together.

Mr. Devine: I don't have the answer that you want to hear which is, we can do this for \$2.2. We are trying to make that school comparable to what the other schools in the system are today. We are dealing with questions that we would have to deal with if we were building a new school. When we are replacing something, we have to make a decision as to what quality we will replace. When we get into that area, we try to think of the way, if we were building a new school, how would we want Wallingford to handle this? We will answer any questions that you have in regards to the totality of the project. But, to look at this and say it was \$2.2 and why is it \$2.6, we probably had bad estimates. That is the only answer that I can give you.

Councilman Holmes asked Mr. Devine that because he is transferring from various line items, he is not actually over and above his original estimate.

Mr. Devine: If we are going to go under the assumption that we are going to live with that budget, because we are able to manipulate the funds. I don't think that we can live with \$2.2. I think that would be a misrepresentation.

Mayor Dickinson: One way to determine if the project is falling within financial boundaries like it should, is to reflect a square foot cost. We did some calling and discovered that 1984 prices on school renovation

in Meriden, fell in the range of \$67.00 per sq. ft., which this is falling in the range of with this increase. If we are comparing new construction with renovation, new construction was at \$101.00 then, and today it is estimated at \$120.00 per sq. ft. (the source being Meriden). In terms of the total project, we seem to be on the right track as far as renovating vs. new school construction. We also seem to be in the right area as far as what the sq. ft. cost would be. The answer to could we have built a new school is no. We are within the range as to what it should be. Now it comes down to, are there any elements in the project costing us more than what they should. The focal point right now rightfully, is the mechanical heating system. I know that we are going to have someone look at that.

Mayor Dickinson asked Mr. Devine how soon he would be placing a contract on the heating system?

Mr. Devine: If there is input coming from your direction, I think that we would just hold off until we got a response.

Mayor Dickinson: Would it foul things up if we got something by Saturday?

Mr. Devine responded no.

Mayor Dickinson added that if we could get some more input on it, that might help. I think that on the totally, we have to look at what that per sq. ft. cost is running and right now I don't have any evidence that would make me feel that we are out of line on a per sq. ft. basis.

Mr. Roger Appell: We were told, and it was explained to us, that the money that was spent would be recouped anywhere from 5 to 7 years in energy savings efficiencies with a new boiler system vs. the system that we have today rebuilt. The system that we have in there right now is obscene for a heating system vs. a hot water system. That was one major factor. If we were to go against that, then we are saying that it is going to cost the Town more money and 7 years from now, we are going to be spending more money than we would have to put a new system in now.

Chairman Gessert: I can appreciate that and understand that, however with the caliber of performance that you got from that end of the estimates and those judgements, I don't know that anybody gave you an accurate figure on what it would cost to update the current system vs. replacing it, and I don't know if anyone took into consideration that you had a totally uninsulated building and uninsulated glass in the previous, you're eliminating skylights, you're putting attic insulation, insulation in the walls and you put in new insulated windows.

Mr. Appell stated that this was already discussed.

Chairman Gessert continued: If you system was inefficient before, or not up to the efficiency of a new system, certainly with the insulation going in, this will have a significant difference on the fuel consumption over what you had before. Plus, if you put in zone valves, that you didn't have before, you can update the heating system.

Mr. Appell: In regards to steam systems vs. water systems, steam systems have so many check valves and we are running into those problems right now. Every three or four years we have to replace those check valves.

Chairman Gessert responded by saying that if he had to replace a \$500.00 check valve every couple of years, it might be cheaper than a \$300,000 heating system.

Mr. Appell: Not if you are burning alot of oil.

Chairman Gessert: My understanding was that we are going to be using gas.

Mr. Devine explained that gas was an option.

Mr. Devine continued: With regards to the \$300,000 heating system, alot of the work being done there, is due to vandalism damage in the building, whether we kept the old boilers or not, that work would have to be done. We looked at the possibility of refurbishing and re-equipping the existing boiler vs. a new system. That cost savings as it was presented to us is approximately \$40,000, possibly, without

any guarantees on the longevity on the boilers themselves. We looked at that in terms of what would be the additional efficiency and fuel usage , and I believe the figure was 30%. We felt, based on that and based on the longevity, based on the fact that we hope we are building a school that will be lasting another 30 years without any new heating system, that in the best interest of Wallingford, this was the way to go.

Councilman Rys: When we arrived at that figure of \$2.2 million, were we able to at some point get that professional opinion on the items here, such as electrical, mechanical? Obviously, we relied on something. How did we arrive at these figures? Did you have prints to go by then?

Mr. Wooding: That really was the problem because at the point at which money had to be appropriated to be able to continue with the rest of the project, therefore dictating that a number be arrived at, we had to put together a cost estimate for the Council for an Ordinance. At that time, we, knew that we were going to build a mid sized chevrolet, we did not know if we were going to have various options on it or exactly what model, there were no drawings available at that time. It was basically a budget estimate based on preliminary information that had been discussed in Committee Meetings and looking at the particular building on site and seeing what was there. There was nothing in the way of specific or definitive drawings specifications to refer to to know exactly what was going to be constructed. So, it basically was a best guess at that time and as a matter of fact, that preliminary conceptual budget estimate was identified as such when it was presented to the parties involved back at that time as not being based on drawings to any degree because there really were not any drawings available.

Councilman Rys: Have you done this type of construction in the past?

Mr. Wooding: Yes. When you get into this particular type of structure, you are working with alot of sq. footage and you can identify in that stage of the game, the basics. As an example, you identify that a decision has been made to replace the boilers and go with a hot water system. The question is, in that 41,000 sq. ft. of a building, how much of the baseboard radiation is going to have to be replaced? As it turned out, it is only scheduled to be replaced in one or two locations. Alot of the rest of it is being replaced because of vandalism and some because of deterioration because of being out of service. That is being looked at again to see if there are any other sections of the building that may be able to have some of that baseboard removed or maintained. That is one of the areas that the committee is looking into. What it comes down to, is in the early stages, you don't have too much detail, in the later stages, you do.

Councilman Rys commented that what he is concerned with is that we are looking at a 40% wrong guess. Did you put anything in here, 10% or 15%, just in case.

Mr. Wooding: There was a 10% contingency put into it but, what we are finding is that number one, we're in a very strong construction climate and I think that has had some impact on the bidding. We know alot more detail than we knew then and alot of our flexibility is dictated by state code, that require you to do most of what is being done.

Councilman Rys commented that he is concerned about the 40% increase, because if you contract someone to do work for you at a certain price, that is the price it should be done at, unless the cost of building materials goes up.

Mr. Appell: You don't sign that contract until you have all of your final drawings.

Councilman Gouveia expressed that he is also dissappointed. If you take two items for example, the Window Walls came in 25% under bid and then you take the mechanical and electric came in 70% over bid.

Mr. Devine: At the time we came for the money for window walls and roofing, we had drawings.

Councilman Gouveia asked Mr. Devine if the reason he did not have drawings was because of a time restraint?

Mr. Devine answered that there was a time restraint. In order to get the project moving to meet the September 1st date, the only way we could

do it was to take it piece meal. We informed the architect that what we wanted was the big items. The building had to be sealed from water damage, so we had to get a roof out and we couldn't do anything until we got rid of asbestos and the window walls are huge lead time for manufacturing of the items. So those three particular things were done separately. But, with the time element involved with the drawings being done, to getting it out to bid, to coming to you for money, we had the drawings to look at. Those are the only three sets of drawings we had at the time we came up to conceptual budget. Those things seemed to have been pretty accurate. 45

Councilman Gouveia: You've given us some reasons before as to why the bids were so high. Is it possible, that because you were somewhat given a mandate to open the school in September, could that have an impact on the bids?

Mr. Wooding: The time restraint did not significantly affect the bidding. I think that what may affect the bidding is if you are able to arbitrarily remove this project from this point in time and put it into one where construction was pretty quiet and there were alot more people looking for work (looking harder for work), unfortunately this is not the time frame we are in. There is not much we can do about that.

Councilman Gouveia asked Mr. Wooding if he felt that these people bidding on these projects know that he is under a mandate to open this school in September. He asked if he thought this had any effect.

Mr. Wooding responded that he does not think this has any significant effect. He added that he does not think that they anticipate spending any more overtime that would be forcing the prices up due to the time constraint.

Councilman Gouveia asked if when the architects were interviewed, if they were asked if they could bring the project in under \$1.5 or \$2 million.

Mr. Devine answered saying that they asked them to give us what they thought the project could be done at and I think the price range ran from \$1.5 and one firm said closer to \$3 million dollars. Kaestle Boos at the time indicated that it could be done for \$1.5, provided that there were no throw-aways in the school. That included the window walls. After looking at the window walls and the condition of them and what it would take to upgrade and insulate them, that probably would not have represented a significant cost savings. The window frames are rotting and the glass is all broken, and the panels are kicked out. It seemed to be in such a state of disrepair, it didn't seem to make any sense to try to repair them.

Councilman Gouveia asked Mr. Devine how he felt about the number.

Mr. Devine commented that there is probably no one more disappointed than he is and the other members of the committee.

Councilman Gouveia expressed his feelings again regarding the money being spent and the fact that there is no profit being made.

Mr. Devine responded to Mr. Gouveia's comment and stated that they should have taken that \$1.5 back in May of 1985 and put it into prospective. He added that no interior work has been done, 1 1/2 yrs. later. We are paying the price for another 1 1/2 yrs. of deterioration. There is no cheap way to do this. There is not alot you can salvage in there. It has to be replaced. I wish I could say we could do it for \$2.2, but I can't.

Councilman Polanski asked Mr. Devine that under all of these construction works, how many local concerns are involved or are all of these from out of Town? Did you get bids from local people?

Mr. Devine answered that they received a bid for electrical from an in town source, but they were second.

Councilman Polanski: To me, site work is something that is being put up. Why are the prices so high on an already constructed building, the estimate is almost \$500,000 and all you are doing is repairing what is already there?

Mr. Devine: The road is totally deteriorated. All of the sidewalks

and walkways around the school need work. There is extensive water damage around the building which has to be dealt with. The parking areas in the back are cracking. One of the possibilities of site work is that maybe we don't pave the back parking lot. That is used primarily for people attending ball games, etc. There is not much we can do to get out of working on the access road. We feel that it is to our best long term interest to put a drainage system in there which does not exist. Other things will have to be looked at on a need basis. Obviously, with the budget restraints, we don't anticipate alot more going in there, than the paving that has to be done. 46

Chairman Gessert asked Mr. Devine to explain the drainage problems.

Mr. Devine answered by saying that right now, there is no drainage in any of the parking areas. If you just blacktop, you will be confronted with problems 3 or 4 years down the road, which will leave us with a similar situation as to what we have now.

Mr. Devine: On local contractors, the metal lockers, we only had one bid and that was from an outfit in New Hampshire. Flooring and carpeting was awarded to a firm in Hartford. Drapes and blinds was awarded to Horowitz Bros. in New Haven. Tile is going to a local firm in Wallingford. Toilet partitians are awarded to a firm in Bloomfield. Dry wall construction, there was no local firm that bid on this and it went to an East Hartford firm. The other contracts that we haven't awarded yet, mechanical & electrical, for example have not been awarded because the funds are not available.

Councilwoman Papale asked Mr. Devine how many bids were received for the electrical and mechanical? The same person?

Mr. Devine responded no. The demolition work has been bid by C. F. Wooding. The mill work, we only had one bid and that was from a firm out of Massachusetts.

Mr. Wooding: The lowest bid on mechanical was a firm out of Hartford and the second lowest was out of Meriden. The lowest on electrical was E.C.I. out of Hartford and the second was out of Wallingford. All of the bid packages listings were put together by lists that were available from Kaestle Boos, ourselves, plus the Town Purchasing Departments entire listing of any contractors that might be interested in those areas. Anyone who wanted to bid certainly had the opportunity to bid.

Councilman Polanski explained that the reason he was asking was because, he hears from some of these constrctors who say they never know about bidding in Wallingford and then when you tell us the way it is put out to bid, they have no reason to complain.

Mr. Wooding said that they even went so far as to have it put on micro-film which is mailed to most of the sizeable contractors in Conn. and plans were also available in both Milford and Avon, if they wanted to look at them.

Mr. Ferguson stated that there is one problem with small contractors in getting bonding. They have to go through the Purchasing Department to get bonding. He added that a new elementary school is \$7 million dollars and he believes that if we pay \$2.6, it will be a bargain. He added that he wants direction from the Council. He thinks that it is crazy to try to cut corners and cut things down, because this is for our kids. He added that he would like the Council to tell them what they would like him to do.

Chairman Gessert remarked that before the meeting is over, he will have his answer.

Mayor Dickinson asked Mr. Devine to explain the other items that they are cutting back on to the Council.

Mr. Devine: Right now, the school does not have any closet space for the teachers in the room itself. We were planning on putting closets in that would allow them to hang coats and storage space in the classroom. We will be cutting them out. We are looking at the option of bringing in metal cabinets. We probably will save around \$12,000. What we will probably end up doing, as far as screens, is going out and purchasing 6 or so and let the teachers use them on an as needed basis, rather than having one in each of the classrooms. We talked about the possibility of downgrading the type of fans on the ventilation system. By downgrading them, we mean lesser quality. I don't know if we are prepared to do that.

We talked about leaving the toilets in. I think that the kids deserve better than those toilets. Some of them have had waste sitting in them for a couple of years. We are leaving all of the other toilet fixtures in place, the urinals are not being replaced and the sinks are not being replaced. We have the situation with the gym floor. We would have liked to have given the kids a wood floor, but it is impossible to put one in Parker Farms. We were going to go to something in-between which was a resilient floor. From our cost restraints, we are going to have the minimum which is a tile floor. Regretfully, we would like to get away from that, but again, I don't see any other option. We talked about the possibility of not painting the walls and the interior of the building. I think that we should all realize that the kids that come to Parker Farms in the future, were not the kids that were there before, and I think that we owe it to the Parents and Kids when they come into Parker Farms to enter a facility that is clean and is appealing. I don't see how we can do that if we don't paint the walls. We talked about down-sizing chalkboards and tackboards and things of that nature, a minor savings, but it will impact on the bottom line. Regretfully, there are no big items that we can save on. They are all going to be little things that hopefully, will not impact on the facility itself.

Chairman Gessert pointed out that it does add up.

Councilman Rys stated that his concern and that of another committee members is in regards to the prints, on mechanical and electrical. Did you have a set of prints on the original school?

Councilman Rys continued: Did that include the electrical and mechanical?

Mr. Wooding. Yes there were prints and there were sets of mechanical and electrical.

Councilman Rys stated that this is what he was concerned about before, the cost over-run. The additional \$220,000 doesn't reflect the 10% or 15% increase in that account. It reflects almost a 50% increase.

Mr. Wooding: Having the original drawings tells you what is there. It does not tell you what we are going to change it to.

Councilman Rys pointed out that he understands that there is code involved but it is quite a bit of an increase.

Mr. Wooding: All we can say to that is, having the original drawings can tell us what is there, the unknown from an estimators standpoint is what is going to be replaced, other than the boilers. We knew that the boilers were going to be replaced at that stage in time. We did not know how much of the baseboard was going to be replaced at that stage in time. As the final drawings were put together, it appeared that the majority of the baseboard was not going to be able to be re-used. That is basically what the pricing reflects.

Mr. Gary Solnik pointed out that he has a problem with the increase and as Mr. Wooding explained before you don't know how much is going to be replaced. But if you are looking at the prints and you know what has to be replaced, when you present a figure, that should be pretty darn close, not 40% off. Architects know how much different items are going to cost and finds this hard to swallow.

Chairman Gessert agreed with Mr. Solnik.

Councilman Gouveia asked Mr. Devine how Mr. Wooding was allowed to bid on the specific item mentioned before. Were there other people bidding on it?

Mr. Devine: No one else bid on it. When Terry came on board, he raised the question on bidding on part of the project. He expressed concerns about the type of work that it is. The committee voted to allow Terry to bid. We only received one bid on that phase of the project, and that was Terry's bid. There was some concern on the committee's part, a little surprise at the amount. We've asked Terry to come up with some recommendations for cost savings which would impact on his contract. We hope that when we leave here, we will address this.

Mr. Wooding: The only reason that we bid, was because we wanted to make sure that we did put in a bid in an open market place, listed by the Town of Wallingford and following all of their regulations. If in fact, there were no other bidders, we would just assume not do the work because of the fact that it would then eliminate this

question that you are bringing up now. But, the problem is, is that, someone has to do it. So, the way we felt was, if we did not put in a proper bid, we and the committee might be left in a situation where we did not have any option with which to get that work produced. If anyone has any qualms about it, we will be happy to withdraw the bid but, I think that all we did was take the actual items that had to be done under that scope of work, priced it, put the man hours on it that totaled up by the straight estimate and put the same mark-up on it we would have in any other situation for similar work. We don't want anyone to have the feeling that they have to accept our bid, we won't push the matter. 48

Councilman Gouveia explained that it is not that we don't want you to do it but, you have to realize that you are the construction manager, the on-site supervisor and now you are bidding on the project also. I know that there are a lot of unhappy people.

Chairman Gessert asked Mr. Wooding what percentage of that is labor vs. materials?

Mr. Wooding: I would guess that a large portion is labor, probably more than half, about 60% and the balance is materials. Included in that number are a few little things that have to be done that really aren't big enough to subcontract to another person. The majority of it is carpentry and demolition and a little bit of concrete.

Councilman Gouveia asked how much money is going to be saved on the gym by using the tile?

Mr. Devine answered between \$12,000 and \$14,000.

Councilman Gouveia then asked if this tile floor will jeopardize the safety of the children.

Mr. Devine answered that it would not be the elementary school kids, but would have concerns about 14 or 15 year olds practicing basketball. He added that this is what the elementary school kids had before.

Mr. Peter Scott commented that it was well and good for the 50's and so was asbestos, but he sees it as a safety hazard and will not go along with it. There are safer types of flooring that can be used.

Mr. Wooding added that the comments that he is making here regarding directions, he is making in generalizations, most of these things the committee has voted on and it will be done by the committee as a whole.

Councilman Killen pointed out that they are looking for a transfer that is within the budget and added that he is glad that these things are getting answered. Later on we are going to have to come up with whether or not we want to go along with the excess. Before that time Bob, we are going to have something. We set up a budget that we thought was workable of the \$2.5 million. You people have something to work with that we don't have to work with. We have no breakdown of what one thing was going to originally cost, we are the final ones.

Mr. Devine responded by saying that last Friday, they had a meeting with the Mayor and Mr. Gessert and discussed the situation that we were in as a result of these bids coming in.

Councilman Killen: My problem is, Bob, is that I don't know if you thought this was going to cost \$20,000 or \$140,000. If I could get a feel for some of these things, and then start making some suggestions along the line, at least I would know what I am talking about.

Mr. Devine commented that a couple of the bids that they have there are going to be re-bid. The mill work is one, the hardware is another, and the painting and fireproofing is another. Those three will be going out again. As I mentioned before, we will be doing the screens at a cheaper price. Even that number there Bert, is not the bottom line number for what the bids look like. We are going to put them out, in a couple of situations, on a purchase basis. That way we avoid the bidders going into bonding, etc. So we should get a wider variety of bids, something which reflects a bigger cost savings.

Councilman Killen pointed out that he would like to know where the changes are coming from when it comes time to vote.

Mr. Devine: What the conceptual budget was 3 months ago, is initial. We are all confronted with the reality of what the cost is going to be.

Councilman Killen commented that even if there was a building boom going on, you should make allowances.

Mr. Devine pointed out that he does not believe that his committee is unique and referred to the problems going on with the Green. There has been a significant amount of gains when it comes to real estate and I guess we are caught up in that. It's got to be impacting to some degree on what we are seeing these figures coming in at. We are trying to cope with the reality of them, that's where we need the direction.

Dorothy Perry commented that one of the committee's biggest problems was how to come to the Council with a figure when they had no idea on what it was going to cost and have to come back to the Council and have what is happening now happen. When we discussed it with Mr. Wooding, he told us that he could do it, but it would be a guess because he had no figures or no plans to work from. The first few bids we got were right on target. When this second batch of bids came in, no-one was more horrified than we were. No fringes are being added. When carpeting was mentioned there was no discussion. Carpeting was eliminated. Before we bid the floor in the gym, we discussed a wood floor and were told that the wood floor would be outrageous and we never even bid. What we are trying to do is spend the money as individuals would in their own homes. With the heating system, we have been advised us that we can replace the heating system, you can update the heating system that you have, however, no-one knows what kind of costs you are going to incur the day the school doors open, the heat is turned on and it doesn't work because of something someone thought was working, we could spend a fortune on that heating system down the line. This system will be more efficient for the school. It has not been made without a great deal of consideration.

Chairman Gessert pointed out that a new heating system was put in at the Town Hall a year ago and is still not working right.

Dorothy Perry added that the information the committee has says that they shouldn't update the one that they have there, it will end up costing more money.

Chairman Gessert asked Dorothy Perry if the architect gave her a price on refurbishing vs. new?

Dorothy Perry responded that the architect did not give her a price on refurbishing.

Chairman Gessert: So, we don't know.

Dorothy Perry added that they were not willing to spend the money that it would cost to get the estimate to see.

A Gentlemen from the committee added that the architect said that it would cost approximately \$25,000 less to refurbish as opposed to buying new.

Chairman Gessert commented that he heard it would be \$40,000.

Mr. Devine added that there is a significant amount of duct work that has to be done on the ventilation systems. That is a substantial expenditure there.

Councilwoman Papale commented to the committee that she understands that it is not an easy job. She added that she is annoyed with the architect. It is easy to give a price but, I don't think that he really checked into it. The motion on the floor is to transfer the amount of \$269,663, we are not really doing it to the big amount of extra money that you are asking for. But, it is very hard for me to vote on \$269,663 even though you are just transferring it from one place to another, because you are within your budget. What happens months from now?

Mr. Devine: We don't intend to keep transferring money out. At tonight's meeting, we will be looking for cost savings and alternatives. Within 2 or 3 weeks, we are probably going to be requesting another meeting to come and discuss what we think will be the final bottom line. We have to look at the site work drawings, which are in the process of being completed, to see what he's got and start cutting out of that, if he hasn't done that himself already. 50

Councilwoman Papale: But, I still see the figure \$2,847,206 in front of me for what you think is the estimated cost.

Mr. Devine: That includes \$475,000 for site work. It doesn't include any cost savings.

Councilwoman Papale added that it bothers her that things like putting new toilets in are not going to be done.

Mr. Devine: Obviously, we are going to need more money at some point. I told Terry when we spoke on Friday, before the meeting with the Mayor and David Gessert, when he told me what the site work was coming in at that I wanted that in this projection, I didn't want any bombshells down the road.

Chairman Gessert commented to Mr. Devine that most of the people there and himself would agree that this is a worse case.

Mr. Devine: We are going to have to cut costs and what costs we cut will be used to offset the cost of furnishing the building.

Chairman Gessert added that furnishing is another big problem.

Mr. Gary Solnik pointed out that there is still no guarantee that the school will open up on schedule. He added that he does not want to spend any more money.

Councilman Holmes stated that when this project first came about, they were told that they were going to make money on this. Kaestle Boos missed the boat with their estimate. Sure, there is a building boom going on, but when I read in the papers that the Town Council is impeding the process, it is nothing more than people playing political games. We are here trying to bring this project in on a reasonable cost and we are going to turn out to be the bad guys. Because, no matter what, if we stop the project now, we are the bad guys, if we approve the money now, we are the bad guys. These are not our numbers.

Mr. Devine responded to Council Holmes: With all due respect, a significant part of what we are seeing today, is a result of whoever was responsible for maintaining that building did not maintain it. We are incurring expense for neglect. The school stood there for 1 1/2 years before the windows were boarded up, extensive water damage. These are facts. We need an elementary school facility. There's not alot you can do when the building is left to deteriorate like that. It's very frustrating for us too.

Chairman Gessert: We were also told by some people in the school system, what the percentage of reimbursment was going to be from the state, and when you came to us in October, someone redefined the numbers and the percentage only applied to a small portion of the job, not the whole thing as we were told back in April or June of last year when we started.

Mr. Devine: As soon as the committee, we came to you and made it known to you.

Chairman Gessert said that he credited them for that.

Councilman Holmes added that his problem is not with the committee.

Mr. Devine: At some point, we have to deal with the hard reality of the issue.

Councilman Holmes: I don't see how we can vote to not go along with this, is the point that I am trying to make.

Mr. Devine: The committee is going to do everything in it's power to bring the number in as low as they possibly can.

Councilman Killen asked Mr. Devine where the heating situation stands now.

Mr. Devine: From what Dave and the Mayor said today, there is going to be an independent source going in there and looking at the heating system, but we will delay awarding the mechanical contract until we hear what this third party has to say. If this person would like to come to our meeting next Tuesday and give us his report, we would be more than happy to do it that way. 51

Councilman Killen: Had you voted to put in a new heating system?

Mr. Devine: We voted to accept the bid as awarded and I am sure the committee will agree if there is an opinion at the request of the Council, which I take it, this is the way it is being handled, obviously we are going to wait to see what the input of this third party is.

Councilman Killen: How much of an impact of the \$200,000 is reflected in the fact that you are going to go for a new furnace as opposed to the refurbishing the one that we have there.

Mr. Devine: The overage is a combination of the electrical and mechanical.

Councilman Killen: Regardless, as long as it has the impact on the furnace.

Mr. Wooding: If you were looking at refurbishing the existing furnace as opposed to a new one, you might be looking at a savings about \$50,000.

Councilman Killen commented that the final decision is made by the Council and added that they asked for direction and that is the type of direction we are looking for from you. Can you do it and do a damn good job with the \$2.5 million, if you say no and give the reasons, then we know what we are talking about. I have no idea how you are going to spend the rest of the budget.

Mr. Devine pointed out to Mr. Killen that the paper he passed out at the meeting shows the projections for the items that have not been bid yet. He added that this was not on the agenda for tonight and would like to come back at a later time and discuss this in detail.

Councilman Killen: Tonight, you are only interested in the transfers and you are going to come forward and give us more information to work on in the future.

Mr. Ferguson objected to the Council having another opinion on the boilers.

Chairman Gessert pointed out to Mr. Ferguson that he did not like the figures that they are coming up with.

Mr. Ferguson: If we have to go in and start cutting, and I don't want to cut these nickel and dime things, and I don't want to pay any more taxes, but we are not going to have a first rate school if we say we are not going to spend the money because we are over-budget, we've got to put down the lesser, when it's not the right thing to do. He added that he does not like to come back and beg for the money. He asked the Council what they are going to do if the third boiler inspector comes back against the committee.

Councilwoman Papale commented that maybe he will come back and say that the best way is to go with the new boiler and we will all feel better about it.

Chairman Gessert: If he doesn't, then you have to look at what you can live with and what you can't when you start to finalize your plans.

Mr. Ferguson did not agree with Chairman Gessert. He added that he was told that replacing the two boilers would be so far superior than trying to rebuild the old ones.

VOTE: Unanimous ayes with the exception of Gessert who voted no and Bergamini and Diana who were not present; motion duly carried.

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 7:40 p.m.

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Meeting recorded by:
Susan M. Baron, Council Secretary

Meeting transcribed by:
Susan M. Baron, Council Secretary

Approved David A. Gessert
David A. Gessert, Chairman

1 - 27 - 87
Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

1 - 27 - 87
Date

Town Council Meeting SummaryJanuary 27, 1987

	<u>Page</u>
Public question and answer period/discussed removal of cars during snow storms.	1
Discussion of management study of all departments in Town of Wallingford/Purchasing Department to research costs, etc.	1-3
Approved transfer of \$383 from Veterinary Fees to Supplies, Dog Warden.	4
Approved formation of Robert Earley School Renovation Committee. Approved, in addition to 11 member Robert Earley School Renovation Committee, including Purchasing Agent, Town Engineer and Director of Public Works as ex-officio members of committee.	4-6 6
Removed from table and discussed approval of contract for conversion of Robert Earley School for use as a Town Hall.	6-13
Awarded contract & authorized Mayor to sign contract for renovation of Robert Earley School into a new municipal Town Hall to Judd Square Associates Limited Partnership, contingent upon adoption of an Ordinance to finance said renovation.	13
Waived Rule V to ratify and affirm the vote taken on 11/25/86 to waive competitive bidding for renovation of Robert Earley School into a new municipal Town Hall. <u>Motion did not carry.</u>	13-14
Authorized Mayor to sign contract to sell municipal properties known as 9 & 21 North Main Street and 350 Center Street and Annex to Judd Square Associates Limited Partnership. Contract to be signed at the time contract for renovation of Robert Earley School is executed.	14-19
Set Public Hearing on February 10, 1987 at 7:45 p.m. on an ORDINANCE APPROPRIATING THE SUM OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR THE RENOVATION AND CONVERSION OF ROBERT EARLEY SCHOOL TO MUNICIPAL OFFICES AND AUTHORIZING THE ISSURANCE OF BONDS AND TEMPORARY NOTES TO DEFRAY SAID APPROPRIATION.	19-21
Accepted Edgewood Drive, Meadows Edge Drive & Laurel Ridge Court.	21
Approved a transfer of \$2,300 from Longevity-Union to Clothing Allowance, Fire Department, and transfers of \$4,500 from General Wage to Overtime, \$1,500 from Paramedic Bonus & \$700 from Degree Allowance, total of \$2,200 to Acting Officer, \$240 from 50 feet of 1-3/4" Hose to Water Vac, \$295 from Nozzles 1-1/2" TFT to Water Vac and \$5,000 from General Wage to Sick Replacement, Fire Department.	22
Approved a transfer of \$5,000 from Gas & Oil to Tree Removal, \$1,700 from Simpson School Upgrade Electrical System and \$1,800 from Senior Citizens Center Utilities as follows: \$1,700 to Simpson School Maintenance of Heating System and \$1,800 to Simpson School Maintenance of Heating System, Public Works Department.	23
	<u>Page</u>
Waived Rule V and approved an appropriation of \$17,000 from Unappropriated Fund Balance to Snow Removal & Ice Control & Sand, Public Works Department.	23
Approved transfer of \$2,760 from General Wages to Telephone Lease and amended A & B Budget A/C 6020 Fees for Police Services by \$5,000 & increased Outside Work Recoverable by \$5,000, Police Department.	24
Discussion of Police Crisis Management Team.	25-26
Established account #5011-999-0012 and approved appropriation of \$6,000 from Unappropriated Fund Balance to #5011-999-0012 Oak Street Bridge Subsurface Borings Engineering & General Improvements #5011-999-0012, Engineering Dept.	26
Confirmed Mayor's reappointment of Mr. R. A. Nunn to PUC.	27
Released contingency funds for new Utility Operator, Electric Division.	27

Amended budget by \$3,688,846 from Purchased Power to Net Income, Electric Division. 27-28

Approved transfer of \$3,000 from Production Maintenance & \$12,000 from Meter Operations, total of \$15,000 to Customer Records & Collections, Electric Division. 28

Noted for record financial statements of the Utility Divisions for the months of November & December, 1986. 28

Noted for record the final official statement for sale of bonds by CRRRA, along with first amendment to the Landfill Lease Agreement and second amendment to Municipal Solid Waste Delivery and Disposal Contract. 28-30

Approved job description for ASSISTANT PERSONNEL DIRECTOR. 30-31

Approved appropriation of \$7,000 from Unappropriated Fund Balance to Risk Manager, Personnel Department. 31-32

Approved a transfer of \$5,000 from Blue Cross to CHCP, Personnel Department. (A/C 8041-800-8330 CHCP established) 32

Approved transfer of \$9,500 from Accountant Salary to: \$4,500 to Part-Time Wages, \$2,500 to Overtime-Clerical & \$2,500 to Professional Services Account-Temps, Comptroller. 32

Approved job description entitled TOWN TREASURER/ACCOUNTANT. 32

Waived Rule V to consider report from Assessor's Office. 32-36

Established account 001-6030-999-9903 Map Filing Cabinets, Town Clerk and approved a transfer of \$1,149 from Index Roller Shelves, \$300 from Typewriter & \$400 from Maps, a total of \$1,849 to Map Filing Cabinets, Town Clerk. 36

Noted for record financial statements of the Town of Wallingford for the month ended December 31, 1986. 36

Accepted Town Council Meeting Minutes of January 13, 1987 and January 20, 1987 Special Meeting. 36

Meeting adjourned. 36

Town Council Meeting

January 27, 1987

7:30 p.m.

- (1) Roll call and pledge of allegiance to flag.
- (2) Public question and answer period.
- (3) Discussion and possible action to obtain a management study of all departments in the Town of Wallingford, requested by Councilman Edward G. Polanski.
- (4) Consider and approve a transfer of \$383 from Veterinary Fees to Supplies, requested by Shirley Gianotti, Dog Warden.
- (5) Consider formation of Robert Earley School Renovation Committee, 9 members to be appointed by Wallingford Town Council and 2 members to be appointed by Mayor William W. Dickinson, Jr.
- (6) REMOVE FROM TABLE the discussion and possible approval of contract for conversion of Robert Earley School into Town Hall.
- (7) Discussion and possible approval of site plan of Judd Square Associates for the current municipal properties.
- (8) Note letter from Mayor William W. Dickinson, Jr. concerning setting a hearing date for an ordinance to finance the conversion of Robert Earley School for use as a Town Hall.
- (9) SET PUBLIC HEARING on AN ORDINANCE APPROPRIATING THE SUM OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR THE RENOVATION AND CONVERSION OF ROBERT EARLEY SCHOOL TO MUNICIPAL OFFICES AND AUTHORIZING THE ISSUANCE OF BONDS AND TEMPORARY NOTES TO DEFRAY SAID APPROPRIATION.

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- (10) Consider acceptance of Edgewood Drive, Meadows Edge Drive and Laurel Ridge Court, requested by Linda A. Bush, Town Planner.
 - (11) Consider and approve a transfer of \$2,300 from Longevity-Union to Clothing Allowance, requested by Fire Chief Jack K. McElfish.
 - (12) Consider and approve a transfer of \$5,000 from Gas & Oil to Tree Removal, requested by Steven L. Deak, Director of Public Works.
 - (13) Consider and approve a transfer of \$1,700 from Simpson School Upgrade Electrical System and \$1,800 from Senior Citizens Center Utilities as follows: \$1,700 to Simpson School Maintenance of Heating System and \$1,800 to Simpson School Maintenance of Heating System, requested by Steven L. Deak, Director of Public Works.
 - (14) Consider and approve transfers requested by Fire Chief McElfish:
 - (a) \$4,500 from General Wage to Overtime
 - (b) \$1,500 from Paramedic Bonus & \$700 from Degree Allowance, a total \$2,200 to Acting Officer
 - (c) \$ 240 from 50 feet of 1-3/4" Hose to Water Vac
 - (d) \$ 295 from Nozzles 1-1/2" TFT to Water Vac
 - (e) \$5,000 from General Wage to Sick Replacement

-over-

 Waived Rule V and approved appropriation of \$17,000 from Unappropriated Balance to Snow Removal & Ice Control & Sand, Public Works
 - (15) Consider and approve a transfer of \$2,762 from General Wages to Telephone Lease, requested by Police Chief Joseph J. Bevan.
 - (16) Consider and approve a transfer of \$5,000 from Police Cruisers to Outside Work-Recoverable, requested by Police Chief Joseph J. Bevan. Amended A & B Budget/did not transfer \$5,000 from Police Cruisers.
 - (17) Discussion of Police Crisis Management Team, requested by Councilman Raymond J. Rys, Sr.
 - (18) Consider and approve a transfer of \$6,000 from Unappropriated Fund Balance to Oak Street Bridge Subsurface Borings, Engineering & General Improvements, requested by Town Engineer John J. Costello.
 - (19) Confirm Mayor William W. Dickinson Jr.'s reappointment of Mr. Richard A. Nunn as a member of the Public Utilities Commission.
 - (20) Consider request of Charles F. Walters, Electric Division, to release contingency funds for the new Utility Operator.
 - (21) Consider budget amendment of \$3,688,846 from Purchased Power to Net Income, requested by Raymond F. Smith, Director of Utilities.
 - (22) Consider a transfer of \$3,000 from Production Maintenance and \$12,000 from Meter Operations, a total of \$15,000 to Customer Records & Collections, requested by Charles F. Walters, Electric Di
 - (23) NOTE FOR THE RECORD the financial statements of the Utility Division for the month of November and December, 1986.
 - (24) NOTE FOR THE RECORD the final official statement for the sale of bonds by CRRA, along with first amendment to the Landfill Lease Agreement and second amendment to Municipal Solid Waste Delivery and Disposal Contract.
 - (25) Consider approval of ASSISTANT PERSONNEL DIRECTOR job description, requested by Stanley A. Seadale, Director of Personnel.
 - (26) Consider transfer of \$7,000 from Unappropriated General Fund Balance to Risk Manager, requested by Stanley A. Seadale, Director of Person
 - (27) Consider and approve a transfer of \$5,000 from Blue Cross to CHCP, requested by Stanley A. Seadale, Director of Personnel.
 - (28) Consider and approve a transfer of \$9,500 from Accountant Salary to: \$4,500 to Part-Time Wages, \$2,500 to Overtime-Clerical & \$2,500 to Professional Svcs. Account-Temps, requested by Comptroller Myers.
 - (29) Consider approval of TOWN TREASURER/ACCOUNTANT job description, requested by Thomas A. Myers, Comptroller. Waived Rule V/report from Francis J. Barta, Assessor.
 - (30) Consider and approve a transfer of \$1,149 from Index Roller Shelves, \$300 from Typewriter & \$400 from Maps, Books & Bindings, a total of \$1,849 to Map Filing Cabinets, requested by Mrs. Rascati, Town Clerk

- (31) NOTE FOR THE RECORD the financial statements of the Town of Wallingford for the month ended December 31, 1986. 56
- (32) ACCEPT Town Council Minutes of January 13, 1987.
- (33) ACCEPT Town Council Minutes of January 20, 1987 (Special Meeting).

TOWN COUNCIL MEETING

January 27, 1987

7:30 p.m.

A regular meeting of the Wallingford Town Council was held in Council Chambers on January 27, 1987, called to order by Chairman David A. Gessert at 7:42 p.m. Answering present to the roll called by Town Clerk Rascati were Council Members Gouveia, Holmes, Killen, Papale, Polanski, Rys and Gessert. Council Members Diana and Bergamini were not present. Councilwoman Bergamini was out of state for this meeting. Also present were Mayor William W. Dickinson, Jr., Comptroller Thomas A. Myers and Assistant Town Attorney Adam Mantzaris. The pledge of allegiance was given to the flag.

Public Question and Answer Period.

Chairman Gessert began by commenting that there is a Town Ordinance which states that if it is snowing, your cars have to be removed off the streets. He added that there are still people who are leaving their cars on the streets and they are getting ice igloos forming around them as we get continuous storms. First of all, it is very difficult to remove it and you need a payloader to get it out of there once it gets frozen. But also, we have a situation where if somebody runs into one of those snow drifts and finds out that it is solid ice, there could be some serious injuries. Several of us talked to the Mayor on this and I know the Mayor is concerned about it. I think Public Works and the Police Department are going to have to start taking some action to remove cars to remove cars from the street if they haven't removed them, it is too dangerous.

Councilman Killen added that in discussing it with the Police Department, the Police Department keeps stating that it is up to the Public Works. He added that the Ordinance does not read that way and said he wishes that the Police Department would read the Ordinance.

Chairman Gessert added that according to his interpretation, the Police Department is responsible for enforcing State Statutes, Town Ordinances and Federal Laws.

Councilman Killen added that he agreed with Chairman Gessert and wished that the Police Department would stop dumping this issue on the Public Works Department.

Chairman Gessert added that he also found out the other night, that it is very difficult for the plows to get around vehicles that are parked on the streets, especially when they are parked on both sides of the road.

ITEM 3 Discussion and possible action to obtain a management study of all departments in the Town of Wallingford.

Councilman Polanski began by stating that his main reason for bringing this issue up is because if you look at tonight's Agenda, we have two people that we are going to come up with a job description on. We've had other situations where requests have been made by departments or personnel. We don't know what we actually need. I think it is about time we start looking now and five or ten years into the future to find out what the Town of Wallingford is going to need for personnel. I don't think we need in-house expertise in order to do this. I personally think that we should get an outside concern. From what we see around the country, this is what you are going to need to run an efficient Town. Do we want to look into Wallingford 5 or 10 years from now and have the Town ready to give the services the people are paying for?

Chairman Gessert suggested that a motion be made to have the Mayor seek proposals or contact people and bring them back to us. 57

Mayor Dickinson: I don't think we need a motion. The Purchasing Office is looking into what the best way would be to proceed. I would suggest just waiting till I get a report.

Councilman Rys: In addition to that, I've heard of some studies being done where the state chips in a certain amount of money to help out the Town in particular areas such as Police, Fire or even Public Works. I think that we should consider bringing Don Roe's department involved there to see if there are any grants available to the Town to help subsidize any studies that we may want to do in the future.

Chairman Gessert: I think that it is important, not only from the standpoint that Ed brought up, as to where we are going and how we are going to get there and what we need for today and not only what we need for tomorrow. We should also take a look at some of our departments and say, how well are we delivering services? An average snow plow route in other towns cover 10 miles and ours covers 15. What other quantitative things can we look at to decide how well are we doing in comparison to other towns in comparison to other standards. If we only look at ourselves, we have nothing to compare to. If we don't have any outside expertise, all we are doing is looking at ourselves and trying to make a decision in a vacuum. I think it is critical that we start looking at some of our town departments. I think we have professional people, we have well paid people who are well compensated and I think it is about time we do a report card on ourselves and say, how well are we delivering the services, what are we doing right, in areas we want to improve, where are we lax. I'm sure if we look around town departments, we are going to find things that we are doing very well and we are probably better than a lot of town at it. I am also sure that there would be another category that says, here are some areas that are weak and you need improvement. I think employees are use to that if they work in the private sector, and I think that departments should undergo a periodic review so that you can analyze how well they are doing.

Councilwoman Papale stated that she hoped that if the Council passed this, it could be brought back to the Council before budget because from what she hears from some departments, they will be looking for more people to putting on their payrolls. She added that a Management Study would be a big help to the Council in making decisions as far as new personnel.

Mayor Dickinson responded: I suspect that you are looking at 6 months to 1 year for any large departments to be reviewed. At one time, there were companies that did it for free. Usually, they want to be very specific at the problem they look at. They don't want to spend a long time at it. You can't take a big department and do it in 2 or 3 weeks, especially if it is Public Works or Police. The number of functions that go into their daily activities is just too great to quickly analyze.

Chairman Gessert commented that there was one done in Hartford by a private company for the Hartford Board of Education and it was done over a period of months and the manpower was available. I think that we would be better off in getting an outside outlet, who would bring in the manpower and people power necessary to do it.

Councilwoman Papale: Then we would have to go with our own judgment again.

Chairman Gessert added that he does not know what the time frame would be, but at least you would have some ammunition for next year or anytime down the road.

Councilman Holmes asked if anyone knew what the cost would be for a project of this scope.

Mayor Dickinson answered that that is what they are looking for from Purchasing.

Chairman Gessert: I think you would probably have to define it once you've found out the people that are available to do this type of survey. You would have to define it to find out what it would cost to do each individual department.

Councilman Holmes asked if the Electric Division would be included in this.

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Councilman Polanski answered that he thinks anything owned by the town is inclusive in this. He does not believe that you can separate them.

Mayor Dickinson commented that they will be taking one department at a time.

Councilman Polanski commented that he does not think that it can be limited to just a part of the town. I may take a few years to do it, but I think it is about time we did something to find out.

Councilman Gouveia added that he concurs with this and thinks that it is good planning.

ITEM 4 Consider and approve a transfer of \$383 from Veterinary Fees to Supplies.

A motion was made by Councilman Holmes to transfer \$383 from the Veterinary Fees Account to the Supplies Account, seconded by Councilwoman Papale.

Councilman Killen was wondering why the Veterinary Account was no longer used.

Councilman Rys commented that he believes it was set up during the crisis they had at the Dog Pound.

Councilman Killen said that he believes that that was a rental and commented that he believes that they must have to call in a Veterinary at some time. He then asked Mr. Myers if he was familiar with the letter from the Dog Warden, and explained that the Dog Warden is saying that funds are available in the Veterinary Account and we no longer use the service for which this account was established.

Mr. Myers answered that he did not know.

Councilman Killen added that with 5 or 6 months to go in the year, that sooner or later they are going to need a Veterinary.

Mr. Myers commented that he thinks the Dog Warden is transferring out exactly what the balance is, \$383.00, leaving an incumberance of \$736.00. So what they are trying to say is, the \$736.00 is enough to go through the year. He added that he is going to change the budget presentation and only report actual expenditures.

VOTE: Unanimous ayes with the exception of Diana and Bergamini who were not present, motion duly carried.

ITEM 5 Consider formation of Robert Earley School Renovation Committee, 9 members to be appointed by Wallingford Town Council and 2 members to be appointed by Mayor William W. Dickinson, Jr.

A motion was made by Councilman Rys to consider forming a Robert Earley Renovation Committee, seconded by Councilman Holmes.

Councilman Gouveia asked Chairman Gessert if a "clerk of the works" was still being considered.

Chairman Gessert responded that to the best of his knowledge, the Committee will work with the designated contractor and supervise the operation.

Councilman Gouveia added that he knows of someone who will be eager to serve as the "clerk of the works" for free. He added that this person was a member of the Police Committee and added that he thinks he did an outstanding job and is willing to do this job at no cost to the Town.

Councilman Gouveia added that Mr. Cooke had stated that he would not mind having a "clerk of the works".

Councilwoman Papale: Would this person be "clerk of the works" or chairman of this committee?

Councilman Gouveia answered that he would be "clerk of the works". He also added that the person that he is talking about is Mr. Michael Papale.

Chairman Gessert added that Mr. Papale was a very valuable asset during the building of the Armory and he put a tremendous amount of time and effort up there. Any involvement Mike has will be well done on our behalf.

Councilman Killen asked Councilman Gouveia if Mr. Papale offered his services.

Councilman Gouveia responded : Yes he did.

Councilman Killen added that we would be damnfools not to take him up on his offer. He added that he wants a specific charge to this committee. He wants it understood what the duties are going to be. There are certain charges that should go into this particular thing and he would like to see that charge laid out before they take over their duties.

Mayor Dickinson: I think there should be a charge, exactly what their function is and I think the Committee certainly have a "clerk of the works" or the Council could choose it. I don't know if it is necessary right now to do that but, it certainly can be done. We would be happy to write up a charge to the committee and have everyone appointed with that goal in mind, specific duties, etc.

Councilman Gouveia added that he would also like to see, including the 11 members, the Purchasing Agent, the Town Engineer and Public Works Director. He added that he talked to them and they are very willing to serve on this committee.

Councilwoman Papale added that they will be non-voting.

Councilman Killen added that they should be made a part of the committee so that they will have some standing. If they were part of the committee, they might feel more apt to go there instead of waiting for the committee to call and ask for their expertise.

Chairman Gessert: If you want three additional people to be appointed, they should be listed on the motion. If everyone here votes for one and the Mayor votes for two, those people might not end up on the list.

Councilman Killen. What would have to be done is, nine would be appointed one way, two the other and the three gentlemen Peter named would be embraced by this entire Town Council, if the Council concurs.

An amendment to the motion was made by Councilman Gouveia which states that the three people that he mentioned be added onto the 11 members, the Purchasing Agent, Town Engineer and the Public Works Director, as ex-officio members of the committee, seconded by Councilman Killen.

Councilwoman Papale asked if this would be formed in two weeks.

Chairman Gessert added that it should be done right away and added that as soon as the Council Members had their names, they should be given to the Council Secretary.

Councilman Gouveia reminded the Council that Mr. Papale did offer his services for free and added that he was a great asset to the Police Department Committee.

Chairman Gessert suggested that he should be appointed to the Committee. If he volunteers and the Committee would like to have him and he became "clerk of the works" then you would have to appoint somebody else to fill his vacancy.

Councilman Killen commented that he concurs with what Chairman Gessert said.

(Amendment vote)

VOTE: Unanimous ayes with the exception of Diana and Bergamini who were not present, motion duly carried.

VOTE: Unanimous ayes with the exception of Diana and Bergamini who were not present; motion duly carried. 60

ITEM 6 Remove from table the discussion and possible approval of contract for conversion of Robert Earley School into Town Hall.

A motion was made by Councilman Killen to remove from the table the discussion and possible approval of contract for conversion of Robert Earley School into Town Hall, seconded by Councilman Rys.

VOTE: Unanimous ayes with the exception of Diana and Bergamini who were not present; motion duly carried.

Councilman Killen stated that this item was tabled last time because they did not get the specs that they were suppose to get within 90 days. That was the point that I felt I could not go forward until I received these. He added that he has looked at his blueprints.

Chairman Gessert commented that the first item they have on the Agenda is Robert Earley and the next one is current municipal buildings. One of the major questions last time was, should we tie these two projects together in one contract? The Council did not agree and legal surgery took place to separate the two contracts and further outline and define what is going to be done to Robert Earley.

Chairman Gessert continued: I think we should start with Robert Earley first and we have a change in the front page of the Contract. Basically, all it is is a title change. Instead of a Contract for purchase and sale, it is a Contract for rehabilitation of Robert Earley School. The Contract does talk about what will be done with the building exterior, the building interior, what will be done with the parking lot, talks about replacing the roof, talks about repairing the part of the building that is bulging, refinishing the floor, what floors are going to be refinished, what they are going to do with the hardwood floors, carpeting in some locations where it is necessary, new walls, discusses ceilings, vault space for the Town Clerk and Assessor, Tax Collector, Probate Court and the Registrar of Voters. It defines what type of doors will be put in, painting, toilets, lighting, elevators, 8 different components on the electrical, heating and air-conditioning systems that will be installed, asbestos removal to be conformed to the state & federal regulations. Fire extinguishers will be provided by the Town of Wallingford and Judd Square will provide the hangers and install them. The building will be suitable and accessible to the handicapped. The Town will continue to insure the building and provide directory signs to be placed within the building to designate offices. Designation of office space will rest with the Mayor. Judd Square is obligated to oversee the actions and activities of the project. The Committee will supervise them. All bills have to be approved by Judd Square and submitted to the Building Committee. After approval, they will go to the Comptroller to make payment to the subcontractor. All contracts with contractors as far as delivery and getting them to do it, will be the responsibility of Judd Square. The Town will apply for any permits necessary. It will be the responsibility of Judd Square to hire the necessary architects and contractors, licensed and certified in the State of Connecticut and meet the State's standards for performance and pay. Judd Square will be responsible for scheduling and coordinating the work. It will be the responsibility of Judd Square to mediate and render decisions regarding disputes. The Town will reimburse Judd Square for costs incurred in obtaining insurance coverages for liability, workers' compensation, fire, vandalism and other risks during the course of the rehabilitation of Robert Earley School. The Town is insuring the building now, for most of those coverages. They promise to keep the cost of it at a maximum of \$2.5 million and they also promise to deliver a refurbished building in one year from the date of start. That is the gist of the Contract.

Mayor Dickinson: I would just like to re-emphasize that this does not include all costs. It doesn't include moving costs or furnishings, wherever they may be necessary. It does not include phone costs, parking improvements or improvements to South Main Street. All of those things are additional dollars that will have to be appropriated. I just want everyone very clear on that. The \$2.5 million will not complete the project.

Chairman Gessert added that it is a good point and we should all be aware that there are costs necessitated to bring that building onto line. Their charge is to re-create the inside of the building and do the exterior. If you want new furniture, etc. there are a lot of movable or portable type partitions that are provided within this Contract. 61

Councilwoman Papale asked Mayor Dickinson: Moving, furnishings, phone and parking. Everything else you feel will be included in the \$2.5 million. When you say parking lot, you mean where we are going to obtain more parking such as buying another building or property?

Mayor Dickinson: Or leasing space or whatever improvements we may have to make elsewhere to provide for parking. My concern is not that we just scrape by with exactly the number of spaces we need now. Right now, that lot is used by at least 30 vehicles that are parked there during the day. That space will no longer be available for those people. Where do those people go? I think we have to address a parking issue hopefully, that will provide us with space for five years or even a little longer. I would hate to go in there and know that we are just barely scraping by for just municipal use, knowing that that area over there requires additional parking and just hope that they find some other place to go.

Councilwoman Papale commented that she never thought that this would have been Judd Square's problem as far as extra parking.

Mayor Dickinson: I'm not bringing this up to point a finger at Judd Square, but I think it is necessary, the Council as the legislative arm looking to appropriate funds wants you to go and get into a project and then I come back to you in a week or two, maybe a little longer, and say this is what we are going to need for these other improvements and it could be over \$1 million dollars. I would be surprised if the phones don't run \$300,000 or \$400,000.

Councilwoman Papale asked Mayor Dickinson if the leveling of the boilers was Judd Square's problem.

Mayor Dickinson: The leveling of the boiler area, George said he was going to do that personally.

Councilwoman Papale asked about the Carriage House (in back).

Mayor Dickinson responded that they are looking to save that. He does not want to see that taken down. They were talking about some kind of drive-in payment area.

Councilwoman Papale commented that that will be up to the Town.

Mayor Dickinson: They are going to do the exterior work but, any interior work on that would require appropriation.

Chairman Gessert suggested that if they were going to have a drive-in window for taxes, etc. it would cut down on a lot of traffic from coming in and out of the building.

Councilman Gouveia asked if the exterior included the roofing.

Mr. Cooke responded that the roof is not included. It includes exterior painting of the building.

Councilwoman Papale asked if we were going to continue to insure the building.

Mayor Dickinson answered that we will own it, so we will insure it.

Councilwoman Papale: While they are working on the lighting, etc. we will be paying those bills like we are now.

Mayor Dickinson agreed and added that we will hold them harmless for any claims that may go against them during the course of the work. The reason for that, as stated in paragraph 15, page 9, "In consideration of the gratuitous service", so they are not making any money on the project, they naturally want to be held harmless for any claims that may come against them during the course of the

work. It seemed to be reasonable, since there is no profit for them in undertaking the task. 62

Councilman Gouveia asked Mayor Dickinson to explain which claims he was talking about.

Mayor Dickinson responded by saying that he was talking about workmen's comp claims, material vendors claims, etc. I'm sure George can give us a list.

Mr. Cooke: The Subcontractors that we use presently, all have workman's compensation and the suppliers that we are using presently, I don't think that we've been in litigation with any of them in the past 15 years. If we have a problem with a board or door, we send it back and they replace it. The same with the subcontractors that will be doing the roofing or the painting or whatever, they are their own individual companies and they have their own workmen's comp. program. If someone fell on a floor, that is the town's liability, no different than it has today. If someone is in there that is not involved with a subcontractor and is injured, then the town has a liability. If the person that falls down that is working there, and gets injured, he gets workmen's comp.

Councilman Killen: The last time the contract was before us, it was a sale and a buy-back. That has been changed around. Is there any particular reason for that?

Attorney Mantzaris: There was an indication that you wanted them separated. You didn't want the sale of these buildings tied to the renovation of Robert Earley.

Councilman Killen: At that point, we were selling Robert Earley to them, renovating it and buying it back from them. Even that part has been changed.

Attorney Mantzaris explained that there was some idea about avoiding liability under a certain state statute, but it is not going to be possible and we are not going to handle it that way.

Councilman Killen asked Mr. Cooke: The time frame for completion of rehabilitation shall be one year from start to finish. If we were to vote on this this evening, how much leeway are we giving you?

Mr. Cooke: Until you get the money appropriated, we can't start. Is that correct?

Councilman Killen: That is correct.

Mr. Cooke: Probably about 45 days appropriation period?

Councilman Killen: You have to have time for it to go out to a hearing and an Ordinance has to be published and subject to a referendum.

Mr. Myers: That's 21 days from advertisement. You're talking about 45 days. That would be a good estimate.

Mr. Cooke: We'll hand it to you on the 15th of March or hopefully before that.

Councilman Killen thanked Mr. Cooke for his input.

Councilman Gouveia asked to have page 6, paragraph 5b. explained to him.

Attorney Mantzaris explained that he believes that tenant improvements refers to furniture, telephones, special equipment, for example an office might need special wiring for computers. I think the Contract is going to be liable for the regular wiring in the walls and providing sleeves for all offices, not any special wiring. I meant to include the special wiring and special equipment being a part of the Town's responsibility.

Mr. Cooke: Whatever communication systems you have (telephones or computers), will have to be put into that building. We will have to plan for that. We'll install sleeves in the building as we go through the electrical. We will put in blank sleeves so that

the computer wiring and the telephone wiring can be drawn through these sleeves to whichever areas they are located in. That's what we did previously to the Middle School in Hamden, we left blank sleeves so that they could take their wiring to their particular rooms and so-forth. But, any computer systems that you have, the main unit will probably be in the basement, the same as the telephone, where everything feeds to and from. So, we will leave plastic sleeves in the situations so that they can draw wire. 63

Councilman Gouveia. On page 9 at the top of the page, what is meant by miscellaneous costs incurred during said work. Is this in addition to the \$2.5 million?

Mr. Cooke responded by saying that he could not think of anything off hand. He gave an example: If you wanted to move the flagpole, this would not be covered and would fall into that category.

Councilman Gouveia asked Attorney Mantzaris if he did this Contract.

Attorney Mantzaris stated that he went through it and made the changes.

Councilman Gouveia stated that he noticed the changes including the one about the subcontractors. That is a very important change because the way it was written last time would render the Committee powerless. Did we come up with any mechanisms to handle any kind of problems that may arise between the general contractor and the Committee? What happens if you and the Committee do not agree on something?

Mr. Cooke: My idea is that the Committee is to see that we do what we say we are going to do and that it goes along in a timely fashion. As far as the actual structural work, I don't see that the Committee has a function there. That's more the function of the electrical inspector, the building inspector, the Fire Marshal, those are the people employed by the town to see that any building, whether it is a municipal building or a private building, is brought in under the present codes. If we get down to the layouts of the rooms for the individual departments, that is something the Committee can decide. I don't know what we could get into, unless someone does not like the subs we use the purchasing of the materials from Colony Lumber or whoever. We've been buying from these people, we've predicated our pricing from the work of these particular subcontractors and the suppliers. So, to go out to some other supplier because of a whim of the Committee, I don't think that we are going to get into that. I'm going to ignore that.

Mayor Dickinson explained that he thinks what Mr. Gouveia is talking about is if there is a disagreement over some interpretation of the plans that are drawn up. You can't put a provision in regarding arbitration of a provision. I'd prefer that the Committee and Judd Square work it out. Without approval from the Committee, he can't move ahead. The Committee is going to want things to move ahead, he's going to want things to move ahead. So, both parties are going to want things to go forward. Chances are, they are going to be able to work out things, it's not going to reach a point where things are just deadlocked and nothing moves forward. I would find it very unlikely if he ever has to resort to American Arbitration Association, someone to tell us which way a room should be set up.

Mr. Cooke: You were talking about having a "clerk of the works", Michael Papale. I don't have a problem with Mike. Mike knows his business. That's the type of person you need. If he is working for the Committee and he is going to be on site, that's fine.

Chairman Gessert: I think if you end up with a conflict situation, the bottom line is, the buck stops down at the Mayor's Office. The Committee has to approve every expenditure of funds so, if they are dissatisfied with the way that the outside of the building was cleaned and you say you steam cleaned it and it didn't come out clean enough, and won't do it over again, the Committee says fine, you submit any more bills, they don't get paid. You say, well o.k. I guess I will have to go get some 409 and do that piece over again. I think there is some sort of leverage there. I would hope that is not a problem. But, usually if there is a disagreement, it ends up in the Mayor's Office or the Town Attorney's Office.

Councilman Gouveia commented that he will never be happy with paragraph 1 on page 2. It's not the Committee that is committing the \$2.5 million dollars of the taxpayers money, it is this Council and I wish the specs were brought to this party and not the Committee. Mr. Gouveia was also concerned that the Town did not opt to go along with Mr. Cooke and have him get the blueprints. He added that at the last meeting, Mr. Cooke was very willing to go along with his suggestions and even today, Mr. Cooke has been a complete gentlemen. 64

Mayor Dickinson: For Mr. Cooke to get the blueprints, it would cost \$200,000 for the architects fees and all the detailed specs that would have to be drawn up before the bidding procedure. There is a considerable amount of money potentially looked at as well as a time factor probably up to six month to accomplish it. That was the other end of it. George was willing to do it, but you also have to appropriate funds in order to accomplish that because, he is not going to have his architect draw up all of this and then hopefully get the work.

Councilman Gouveia : He stated that he would be willing to pay the \$25,000 for the architect, and then turn around and give us those plans and go ahead and bid with his own plans.

Mr. Cooke: The plans that the architect is going to take is the space required by the department heads and fit it into the building. We know that the space required under the present plan that we discussed, will fit into that building. Now we have to determine where everyone wants to be situated and how we will fit that in. We're going to have a working blueprint so that when our people go in there, they will know where they have to start and what has to be cut out and rebuilt and so forth. If you are going out for municipal bidding drawings then, you are talking another ballgame. That's the reason we are where we are at, because we voted not to go out to bidding.

Councilman Killen commented that he would not have the time to go over them and they would probably be turned over to the Committee and have the Committee explain them to us.

Chairman Gessert commented that the only problem with a Committee is that you have 9 different opinions.

Mr. Musso did not agree with the fact that the architect will be drawing up plans regarding the space that will be provided for the different offices and commented on the mess that is over at Parker Farms. George is going to find out what you want and give it to you. I don't understand why you have to have detailed drawings.

Chairman Gessert: Just to clarify that for the record, I don't want that printed anywhere that George Cooke is going to give everybody what they want, because department heads that might have 80 sq. ft. now might like to have 2,000 sq. ft. We are not going to give them what they want, we are going to give them what they need.

Chairman Gessert added that if you give them too much room to multiply, then everyone will have three or four assistants, and that scares me.

A motion was made by Councilman Rys to move to award and authorize the Mayor to sign the contract for the renovation of Robert Earley School into a new municipal Town Hall to Judd Square Associates Limited partnership in accordance with the contract entitled Contract for Rehabilitation of Robert Earley School approved this date contingent upon adoption of an Ordinance to finance said renovation, seconded by Councilman Holmes.

VOTE: Unanimous ayes with the exception of Diana and Bergamini who were not present; motion duly carried.

Chairman Gessert commented that after 13 years of discussing, there ought to be a champagne bottle.

A motion was made by Councilman Holmes to Waive Rule V for the purpose of reaffirming the bid waiver for Robert Earley, seconded by Councilman Rys.

VOTE: Unanimous ayes with the exception of Diana and Bergamini who were not present; motion duly carried.

65

A motion was made by Councilman Rys to ratify and affirm the vote taken on November 25, 1986 to waive competitive bidding for the renovation of Robert Earley School into a new municipal Town Hall, seconded by Councilman Holmes.

Attorney Mantzaris pointed out that the only reason for the motion is double caution.

Chairman Gessert: It's better to be safe than sued?

Attorney Mantzaris: Yes. The bid was waived last November.

Councilman Killen was concerned about this being a matter of record.

Councilman Gouveia asked if this had anything to do with the 90 day period.

Attorney Mantzaris answered no.

Chairman Gessert commented that if the Town Attorney feels that it is advisable from a legal standpoint to do it this way, he has no major objections because we are not changing anything we have done before, we are reaffirming what we have already done.

Mayor Dickinson: This is probably an effort to make this a complete package at this time since the expressed deal of the contract wasn't part of the earlier waiver of competitive bidding.

Attorney Mantzaris agreed with Mayor Dickinson and added that it is not absolutely necessary, but we think it wouldn't hurt.

Councilman Killen pointed out that a few months back when the Taber House came along, there were a lot of questions raised. A lot of things fell by the wayside and we didn't reaffirm anything and we didn't bother to see whether things had been done. I would like to invite everybody to take a view at how well we are preserving the Taber House. In about 2 weeks, the 6 months should be up that that job is suppose to be completed. This is the reason that I don't particularly care if we affirm or reaffirm certain things. When this town decides to ignore it, it ignores it. It is just a matter of words. I see no reason for going forward with this motion.

VOTE: Unanimous ayes with the exception of Gouveia, Killen and Papale who voted no; motion did not carry. Diana and Bergamini were not present.

ITEM 7 Discussion and possible approval of site plan of Judd Square Associates for the current municipal properties.

A motion was made by Councilman Rys to authorize the Mayor to sign the Contract to sell the municipal properties known as 9 & 21 No. Main Street and 350 Center Street and annex to Judd Square Assoc. Limited partnership. Said Contract to be signed at the time the Contract for renovation of Robert Earley School is executed, seconded by Councilman Holmes.

Councilman Killen pointed out that part of the Contract of Sale states that there is no schedule A included which it states that there is.

Attorney Mantzaris explained that they were not received in time to have them attached. They are the legal descriptions of these properties.

Mr. Cooke passed out a Development Proposal for Municipal Properties and explained that the first two pages are a description of exactly what was written in our bid to you and it just gives a background of the participants in Judd Square Associates. On page 3, Proposed Building Uses, 350 Center Street, which is this particular building, will be developed as office space. The basement will be used as storage for the individual tenants. Other interior changes which will enhance the hallways, lobby, etc. will be provided. The exterior of the building will be pressure-washed. The panels will be removed and changed completely.

At this point, Mr. Cooke put up a color breakdown of the changes that will be made, so everyone could see.

66

Mr. Cooke continued: There is a water problem existing in this building, which is coming down over the top. Because of this, we've changed the panels completely to that particular color (neutral color). We are going to bring it down over top of the building to keep the rain from coming in, which will shorten the appearance of the windows because, we will be coming right down to the window line. The tree plantings are intact and we are leaving the particular green planter that is in front of the exit entrance way and we will take a panel out of the sidewalk and plant a tree there also. One of the things that we did say in our original bid was that we were going to take the Annex building down. After some discussion, it has some value because it was built in the late 1800's, it's in pretty decent repair, we have taken to changing the style of the front where basically where the inspection offices are and making that a store front and leaving the apartment upstairs. When we did that, we lost 6 parking spaces there and added a need for 9 more. So, we are basically short parking. On page 4 you can see we need 9 more spaces which is a demand of 95 and we only have 80. That is basically what it is going to look like. 9 North Main Street will be developed into commercial office space. The character building will remain the same. We are going to professionally clean it, change some of the floor inside. There will be new windows put in (in bronze) but, they will look basically in the original patterns. On 21 North Main Street, which is the building between the present office building for taxes and the Caplan's Market. We are going to restore that and use the first floor for retail and the second floor will be two apartments. The face of the building will be sand-blasted, and paint will be removed and it will be restored to it's original condition. We are basically doing this to get rid of the water problem.

Mayor Dickinson asked Mr. Cooke if moving the Honor Roll would be a problem.

Mr. Cooke said that all they would have to do is replace it with a granite panel.

Chairman Gessert pointed out that the Honor Roll should be on Town property.

Mr. Cooke stated that he had no problem with that.

Mr. Cooke continued: We are short that additional parking if we leave that building. I have not talked with the people in the neighborhood as yet. If we take the building down, then the parking requirement is fine.

Chairman Gessert asked Mr. Cooke what he would use that building for.

Mr. Cooke responded that the upstairs is now an apartment and we would make 2 or 3 stores out of the downstairs.

Councilman Killen asked Mr. Cooke if he was adding a store front.

Mr. Cooke said no, they are taking out and putting in glass where the wall is now, in the zoning office. We are going to put in a bigger one. We are making the front more attractive.

Councilwoman Papale commented to Mr. Cooke that she understands financially he would like to keep that building but, wouldn't it be a problem to him, being the owner, as far as parking problems? People don't always shop in downtown Wallingford because they don't want to walk far.

Mr. Cooke disagreed and stated that the requirements are borderline. If it is possible, I would like to leave the building.

Councilwoman Papale asked Mr. Cooke if in the future, he thought the parking would cause a problem with people coming to the store. 67

Mr. Cooke does not agree with the fact that the more parking that you have, the more business you have. If in fact, we took the usable space in these buildings and then took out the common areas, we might pick up a couple of spaces in some legal jargin. As the rules are written now, we don't have enough spaces if we leave that building. If we take it down, we are fine.

Councilwoman Papale: They may tell you that you can't do that.

Mr. Cooke: Then you will have some extra bricks.

Linda Bush: Legally, the offices use these parking spaces and we only have so many spaces. Just because the ownership changes, that doesn't change that we legally can use these buildings as offices with the few parking spaces that are out there. When the ownership changes they can continue to use the same square footage of offices and the same location with the same parking spaces. There is not sufficient parking, granted, under Zoning but, it is an existing situation so, Planning and Zoning would not make them take that down to provide parking.

Councilwoman Papale asked Linda Bush if this pertained to retail stores.

Linda Bush responded that not under legal parking laws. Our parking regulations requires one parking space every 250 sq. ft. of either office or retail space. They can't have restaurants or medical offices, but general offices and retail are the same parking laws.

Chairman Gessert asked how many people occupy those offices.

Linda Bush responded 9 people.

Chairman Gessert added that 9 people bring their cars to work and some of them have town cars that they keep behind the Town Hall now, so they bring in their car from home and they take their town car out.

Linda Bush: No, they park at Robert Earley.

Chairman Gessert added that you could get more tax revenue from a building than from a parking lot. If the building does stay there, it does increase people in the neighborhood, because it is an occupied building and you also generate some tax revenue from it, if it is standing and usable rather than a parking lot.

Mayor Dickinson: I think it is important to make note of the fact that the Town of Wallingford is not violating it's own regulations because, we are not living under a double standard where we would do something we would not allow someone else to do. The parking isn't sufficient but, it isn't sufficient now. It's not being made a worse situation.

Councilman Rys asked Mr. Cooke if he was going to start working on the building while they were still occupying it.

Mr. Cooke: It's very possible because of the leaks that we are getting. It would be to our advantage to do it. Probably, the only thing that we would do is the roof line.

Councilman Gouveia asked Attorney Mantzaris if Mr. Caplan can sue the Town because of the original proposal made back in November which is now changed, can he sue because of this?

Attorney Mantzaris responded : Off the top of my head, no. He added that he was not around in November for the original proposal.

Councilman Gouveia added that his original proposal including demolition of that building that he is proposing now. That's when we accepted over Caplan's proposal. The conditions have now changed, where does that leave Caplan's?

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Attorney Mantzaris: If your decision to go with Mr. Cooke was because he was going to take that building down, if that was the reason you went for him, the balancing factor, then maybe there is an argument from the other side.

Councilman Killen added that we had gone with a letter of intent from both of them, giving us a rough idea and Caplan's was completely different from George's. What George is coming back with a second phase now, is that we wanted to see exactly what you wanted to do with it. That is what he is doing.

Councilman Gouveia asked Mr. Cooke if he was going to leave the handicapped ramp in from of the North Main Street building.

Mr. Cooke responded that they have to have handicapped access. You have to have so much raise and so much feet. That is the reason it doesn't run out into the street.

Councilman Killen asked Mr. Cooke if the pamphlets that he handed out at the meeting were the second phase of his proposal.

Mr. Cooke responded that the basic changes are the 370 Annex and the actual car parking.

Councilman Killen: The reason that I asked it was because on page 5, the Property acquisition-closing, that conflicts with our closing under the terms under the contract. I want to make sure that we are not adopting both of them here.

Mr. Cooke asked Councilman Killen to read the Property acquisition-closing.

Councilman Killen: (a) No more than 30 days from date of acceptance of proposal if buildings are vacated and possession delivered to Developer, (or)
(b) If premises are to be leased to Town of Wallingford, closing within 30 days of acceptance of proposal.

Mr. Cooke: We said in our Contract that you had it until we finished Robert Earley.

Councilman Killen: Yes.

Mr. Cooke: Then we will throw this out. This was in the original proposal. The contract that is written will take precedence.

Councilman Killen also pointed out that he does not have appendix B. On page 3 under the sale of buildings on page 7, the approval of plans, you have to make the specifications and improvements made by Judd Square.

Mayor Dickinson: These are the plans. Schedule B would include these plans that you have in front of you in color.

Mr. Cooke: The only thing that isn't on the Board is the North Main Street property. You have copies of those.

Chairman Gessert read a letter from Attorney Gennaro Martorelli, from Meriden, who is representing Birchwood Office Associates who are interested in purchasing the Town property located at 350 Center Street, 370 Center Street and 9-21 North Main Street In Wallingford, Ct. In the letter, it states that they will be willing to purchase under the following terms and conditions:

Price	\$1,000,000.00
Terms	Cash At Closing
Closing	Date Town Delivers Occupancy.

Their plans would be to continue the existing uses of the various properties with the only exception being the inclusion of retail space in the annex and in the North Main Street parcels. The facade of 9 North Main Street would of course be maintained and the facade of 370 Center Street would be restored. All other exterior renovations would be in character with the immediate area. Enclosed please find their check in the amount of \$10,000.00 as a good faith deposit. You may hold this deposit until you reject this offer or a formal contract is entered into.

Chairman Gessert continued: Mr. Martorelli had his opportunity when we advertised for the sales and asked for proposals. It's pretty far down the road and he doesn't say anything about doing anything with Robert Earley. I wanted to read it into the record so everyone would be aware of it. 69

Councilman Rys stated that there is a motion on the floor and if they vote on it this will cancel out that offer.

Councilman Holmes added that we should thank him for his offer but tell him we have already entered into negotiations.

Councilman Killen: Who is going to make sure that the drawings are appended.

Mayor Dickinson answered that his office will.

A gentlemen asked if there was a dollar amount in the motion.

Chairman Gessert answered \$851,111.39

VOTE: Unanimous ayes with the exception of Diana and Bergamini who were not present, motion duly carried.

Congratulations were given to Mr. Cooke.

ITEM 8 Note letter from Mayor William W. Dickinson, Jr. concerning setting a hearing date for an Ordinance to finance the conversion of Robert Earley School for use as a Town Hall.

A motion was made by Councilman Rys to set a hearing date of February 10, 1987 for an Ordinance to finance the conversion of Robert Earley School for use as a Town Hall, seconded by Councilman Holmes.

ITEM 9 SET PUBLIC HEARING on AN ORDINANCE APPROPRIATING THE SUM OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR THE RENOVATION AND CONVERSION OF ROBERT EARLEY SCHOOL TO MUNICIPAL OFFICES AND AUTHORIZING THE ISSUANCE OF BONDS AND TEMPORARY NOTES TO DEFRAY SAID APPROPRIATION.

A motion was made by Councilman Rys to set a Public Hearing for February 10, 1987 at 7:45 on AN ORDINANCE APPROPRIATING THE SUM OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR THE RENOVATION AND CONVERSION OF ROBERT EARLEY SCHOOL TO MUNICIPAL OFFICES AND AUTHORIZING THE ISSUANCE OF BONDS AND TEMPORARY NOTES TO DEFRAY SAID APPROPRIATION, seconded by Councilman Killen.

Councilman Killen commented that we would like to keep this bonding to a minimum. We are going to be getting \$851,000 for the sale of the building and we have \$2.5 million in surplus, supposedly, and I want to put as much towards this as possible because everytime we go to bonding, we up the damntax rate.

Chairman Gessert commented that he does not think that anyone disagrees with him. He added that if we can reduce that number, we are not going into bonding immediately, and anything that we can do to reduce that number certainly, the \$851,000 and reduce it certainly some other fund can in turn reduce that significantly also so, if anybody thinks that we are going to bond \$2.5 million dollars here, I would say that that is false.

Mayor Dickinson agreed with Chairman Gessert and added that due to the tax law changes, which Congress has so wonderfully visited upon us, it is necessary for us to pay bills before we issue bonds, it's a cash flow problem. You have to spend the money within 6 months of the time that you borrow it through bond issue. 6 months is no time at all really in most construction projects. If you do not spend it with 6 months, any interest earned on the money that you borrowed, has to be returned to the Federal Government. Not only that interest but, an additional amount that the banks would have collected. So, you get penalized if you make any interest on it. The cash flow problem is that we want to be able to pay the bill first, then if necessary, issue bonds to reimburse ourselves. We are going to have to be doing that for every capital project. The problem is the cash flow flexibility.

We would hope we wouldn't have to borrow anything on this. But, with sewer plants, potential water plants, the Parker Farms, this project, we will soon be discussing the handicapped project, the asbestos removal, all of these projects are going to require bills paid before we borrow any money, that is cash flow problems. So, to say "this one won't have any borrowed but another one might", it is almost impossible to be given that scenerio. 70

Mr. Myers added that the Mayor is exactly correct. In what I foresee not only in the Robert Earley project, but other major projects that we had. Just think for a minute what we are facing. \$2.6 million dollars or \$2.8 million dollars on Parker Farms, a water plant coming down the road that is going to look like a \$10 million dollar project. The point is this, rather than being penalized, under the new tax reform act, it would probably be just as much an appropriate use of Wallingford dollars to front our own cash. To maintain that very excellent cash position, use our dollars up front and then replace them with proceeds. But, how all of that is going to fold out over the terms of these projects, is really an impossibility to say at this point. So, I think that is why we are going forward with an authorization for bonding, but at the same time, looking to reduce as much of those bond obligations as is practical in the future. We really can't say what that would be at this point. But, certainly, to use our cash position under the new law, is a very favorable impact that will hopefully save Wallingford dollars in the bond market. Don't forget, we used to go out and and be able to borrow in advance. If we were forced to go to market to borrow money every six months, we're going to face an increase in costs associated with approaching the market place. The bonding costs, the attorney's fees, the banking fees, all the preparation, all the official statements, the financial information that has to go down to New York City, we fact that on a less frequent basis under the old law. Those costs recurring at a six month interval, are going to drive up the costs of these projects. The Mayor just asked me to bring to light that over the past three or four years, we have substantially reduced the bonded indebtedness by paying cash for projects that were up for bonding and I would estimate (off the top of my head) that that's well in excess of \$1 million dollars. It has to be between a \$1 million and \$2 million dollar range.

Councilman Killen pointed out to Mr. Myers that he is going to have to change the capital non-recurring account.

Mr. Myers agreed with Mr. Killen and added that this is going to effect every major project for which the Town of Wallingford seeks to provide outside financing in the form of bonds and notes. It's going to require more planning and more coordination, amongst all projects combined. We are not going to be able to let a Parker Farms roll off in one direction and a Robert Earley in another, they are going to have to be coordinated for financial purposes.

Councilman Killen asked Chairman Gessert for a meeting to be set up with the auditors.

Chairman Gessert agreed on this meeting with the auditors.

Chairman Gessert: We have a motion to set up a meeting on February 10, 1987 at 7:45.

VOTE: Unanimous ayes with the exception of Diana and Bergamini who were not present; motion duly carried.

ITEM 10. Consider acceptance of Edgewood Drive, Meadows Edge Drive and Laurel Ridge Court, requested by Linda A. Bush, Town Planner.

Mr. Holmes moved acceptance of Edgewood Drive, Meadows Edge Drive and Laurel Ridge Court, seconded by Mr. Rys.

Mr. Gessert noted the letter from Miss Bush and Mr. Costello regarding this item.

Mr. Killen noted that Mr. Costello's letter contained the phrase "substantially completed" and asked if the bonds would be released and Mr. Costello said all the bonds would not be released and by retaining the maintenance bond, it would cover any frost heaves, etc. which might show up after the winter,

primarily on the sidewalks. Mr. Rys felt that the sidewalks there certainly look good and he does not see any major problems. 71
Mrs. Gail Powell asked how soon it will be before the area can get plowed out since there are drifts and ice buildup. Mayor Dickinson said it may not be possible to get all the ice out but sand and salt can be put down.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 11. Mr. Rys moved a transfer of \$2,300 from Longevity-Union to Clothing Allowance, Fire Department, seconded by Mr. Holmes.

Mr. Killen asked why the figure is double from last year and Chief McElfish said it went from \$200 to \$500+ and this was what was negotiated. Mr. Killen expressed concern on keeping up with this type of increase.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

Mr. Gessert mentioned that Item 14 should have been included after item 11 on the agenda.

Mr. Rys moved to place item 14 on the agenda to this position, seconded by Mr. Holmes.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 14a. Mr. Rys moved a transfer of \$4,500 from General Wage to Overtime, Fire Department, seconded by Mr. Holmes.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 14b. Mr. Holmes moved a transfer of \$1,500 from Paramedic Bonus and \$700 from Degree Allowance, a total of \$2,200 to Acting Officer, Fire Department, seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 14c. Mr. Holmes moved a transfer of \$240 from 50 feet of 1-3/4" Hose to Water Vac, Fire Department, seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 14d. Mr. Rys moved a transfer of \$295 from Nozzles 1-1/2" TFT to Water Vac, Fire Department, seconded by Mr. Holmes.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 14e. Mr. Holmes moved a transfer of \$5,000 from General Wage to Sick Replacement, Fire Department, seconded by Mr. Rys.

Mr. Gessert commented on the minimum manpower requirement in the Fire Department.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

Mayor Dickinson and Chairman Gessert congratulated Chief McElfish on the Master's Degree he recently received from The University of New Haven.

ITEM 12. Mr. Rys moved a transfer of \$5,000 from Gas & Oil to Tree Removal, Public Works, seconded by by Holmes.

Mr. Rys noted that there is \$7,705 left in this account and Mr. Deak said he needs \$8,500 for the contract and he needs money for the balance of the year. Mr. Gessert mentioned that he had a complaint on Beaumont Avenue and Mr. Deak said it was difficult for the snow plow trucks to get by in this

area. Mr. Killen referred to page 82 and asked why the current expenditures year-to-date were similar to the prior year actual expenditures and this seemed to be a pattern throughout. Mr. Myers explained that this is the first year with this system and it is built on the prior year's history and as it builds at the end of the year, it will be there. 72

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Gouveia who was absent for this vote; motion duly carried.

ITEM 13. Mr. Rys moved a transfer of \$1,700 from Simpson School Upgrade Electrical System and \$1,800 from Senior Citizens Center Utilities as follows: \$1,700 to Simpson School Maintenance of Heating System and \$1,800 to Simpson School Maintenance of Heating System, Public Works, seconded by Mrs. Papale.

Mr. Killen asked if this went out to bid and Mr. Deak said it did and one bid came in at \$3,400 and another came in at \$8,000.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Gouveia who was absent for this vote; motion duly carried.

Mr. Holmes moved to waive Rule V to consider a transfer for Public Works Department, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

Mr. Rys moved an appropriation of \$17,000 from Unappropriated Fund Balance to Snow Removal & Ice Control & Sand, Public Works, seconded by Mr. Holmes.

Mr. Holmes asked if the better grade of sand was worth the expense and Mr. Deak said the better grade was faster to apply. Mr. Killen said his wife likes the white sand better than the red!

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

Mr. Gessert told Mr. Deak that he hoped that the problem of cars being left on the sides of the road hampering snow plowing will be taken care of.

ITEM 15. Mr. Rys moved a transfer of \$2,762 from General Wages to Telephone Lease, Police Department, seconded by Mr. Polanski.

Mr. Gessert mentioned that one additional phone is in the dispatch area and another in the booking area. Mr. Killen said he did not understand the letter. Chief Bevan said the 6% figure used should have been 26% back during budget time and it was an error made by the Police Department and the deficit shows up in the Patrol Division. Mr. Killen feels that there have been other errors made and we are now faced with the same situation as Parker Farms School with moving the ceiling up all the time. Chief Bevan wanted Mr. Killen to realize that the Police Department moved from 4,000 square feet to nearly 25,000 square feet and as time goes on, even the best of plans probably won't be still good enough, at times, and changes will have to be made but there was an excellent job done with the planning of that building.

Mr. Polanski said that he read the Mayor's 1/7/87 letter and asked whose decision it was to have these phones put in without getting approval and Chief Bevan said it was his and he has already turned down another request. Mr. Killen said the Council did not have much choice and that is not a comfortable position. Chief Bevan said it was not his intent to put the Mayor or Town Council in that position but he knew he was short money and that he would be back before the Council.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 16. Mr. Rys moved a transfer of \$5,000 from Police Cruisers to Outside Work-Recoverable, Police Department, seconded by Mr. Holmes. (Amended below.)

Chief Bevan explained that this will be a wash item and actually, 73
the \$5,000 is only a temporary stop-gap and Mr. Gessert asked
if technically the A budget could be increased since the money
is coming back and Mr. Myers agreed it could be. Mr. Myers
said it shows on the revenue side A/C 6020 and as of 12/31/86,
\$50,085 was collected.

Mr. Rys moved a transfer of \$5,000 from Police Cruisers to
Outside Work-Recoverable, Police Department and moved to
increase the Revenue Budget, Line 6020 in the amount of \$5,000,
seconded by Mr. Holmes. (Withdrawn.)

Mr. Killen suggested withdrawing this motion and amending the
A & B budgets.

Mr. Rys moved to amend Revenue Budget A/C 6020 Fees for Police
Services by \$5,000 and increase Outside Work Recoverable by
\$5,000, seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Bergamini and Diana
who were not present; motion duly carried.

ITEM 17. Discussion of Police Crisis Management Team.

Mr. Rys explained that during the budget session, a line
item was set up in the amount of \$10,000 for the Police
Crisis Management Team. At this point, most of the monies
have been expended and Mr. Rys wanted the Council to know
how the money had been expended and what is anticipated to
continue the Crisis Management Team.

Sergeant David Calabrese said that of the \$10,000 allocated,
there is \$12.21 remaining with 5½ months to the new fiscal budget.
Mr. Gessert asked what the previous appropriation was used for
in general terms, what progress has been made in training?
Sergeant Calabrese explained that 8 members were selected from
a group of volunteers and there was 1 week's training with the
F.B.I. and then training on their own with the basic equipment.
There is \$2,100 left in the training account and the way that
money will be spent hinges upon new equipment being available.

Mr. Killen referred back to the budget workshops and noted
that the Mayor gave \$10,000 and the Council added \$5,000 more
for training for this item and at that point the question was
raised, are we only seeing the tip of the iceberg and the
answer was yes. If the lower number is taken from this report,
\$40,000 is being requested; if the higher number is taken, the
request is \$60,000. Sergeant Calabrese prepared this report
to give the Council a general idea and the prices quoted are
bid items for radio equipment and the money was spent in the
most economical way that it could be. Mr. Gessert felt that
from the looks of the report, it looks as though the Council
spent nothing on that and that was not their intention. He
suggested that these items be reviewed for order of priority
for necessary items. Sergeant Calabrese does have a breakdown
of how the original \$10,000 was spent. He does have a priority
of how additional money would be spent. Mr. Killen voted in the
negative on this at budget time because he feels that the town
does not have the patrols necessary which is the heart of the
whole police department. Sergeant Calabrese said there are
numerous instances where a team of this type can be used and
it doesn't necessarily have to be a hostile situation and
one of the primary things is that it will free up a regular
patrol. He gave an example of a team trained to find a lost
person rather than sending an entire patrol out. He further
commented that law enforcement has a responsibility to respond
to any type of demand for service that there is and the days
of depending on outside agencies for assistance are over with.
The State Police has budget restraints now and you must wait
for them.

Mrs. Papale asked how much actual training the men have had
and Sergeant Calabrese said they have had a full 40 hours with
the F.B.I. Mrs. Papale asked how long it would actually take
before the Crisis Management Team is ready to go to work and
Sergeant Calabrese explained that the team should have 3 weeks
to a month of solid training with proper equipment which is the
key. Mrs. Papale felt that with \$10,000 to \$15,000 of funding
each year, how will people be properly trained and all needs
covered with \$12.21 remaining with 5½ months left in the fiscal
year?

Sergeant Calabrese explained with \$10,000 of funding, some of the equipment may not be purchased but it would allow enough equipment to train and the department would be pretty much be able to go by July 1 with additional equipment and he would not like to see \$10,000 this year and next year since people are ready to learn and some of them are here tonight. If the Council's feeling is that this will be taken each year with partial funding, the department will work around that. The situation with this type of team is hopefully, the equipment will not have to be used as frequently as regular patrol equipment and it will only be used by the person trained and it will last considerably than the average patrol clothing.

Mayor Dickinson felt that the crucial question is not the expenditure for equipment but what amount of money is necessary for training on a yearly basis and Sergeant Calabrese would like to see 12 hours a month, not a lot, about \$11.80 an hour for the average patrolman, if they must be paid since there are ways they can work around that since they have avoided bringing people in on overtime which is the reason they have gotten as far as they have. Sergeant Calabrese felt it was important to inform the Council before July 1. Mr. Gessert endorses the concept but wanted everyone to realize that this requires funding and he would be happy to place this item on a future agenda to determine if additional expenditures can be made this year.

Mr. Polanski asked if the equipment on page 6 was available and Sergeant Calabrese said it was being utilized at this time on loan to the department.

Mr. Musso felt the Police Department has all different specialties and he agrees with Mr. Killen that we need regular patrolman and he feels the specialties should be dropped. Mr. Gessert felt we need this just in case somebody takes Mr. Musso hostage so we can get him back and Ed Musso said to let them take him!

The Council thanked Sergeant Calabrese for this information.

ITEM 18. Mr. Rys moved establishment of a new line item account #5011-999-0012 and an appropriation of \$6,000 from Unappropriated Fund Balance to Oak Street Bridge Subsurface Borings Engineering & General Improvements A/C 5011-999-0012, seconded by Mrs. Papale.

Mr. Costello said the design is underway and information is needed so the engineer can complete his work and it is hoped that this will get under construction this Spring.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Mr. Holmes who was not present for this vote; motion duly carried.

ITEM 19. Mrs. Papale moved confirmation of Mayor Dickinson's reappointment of Mr. Richard A. Nunn as a member of the Public Utilities Commission for a three year term, commencing March 1, 1987, seconded by Mr. Rys.

Mr. Gessert felt that Mr. Nunn has served admirably for a number of years and as a very conscientious member of the PUC. Mayor Dickinson asked the Council to waive the waiting period and Mr. Gessert believed that because Mr. Nunn is already in office, there is no waiting period.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Holmes who was not present for the vote; motion duly carried.

ITEM 20. Consider release of contingency funds for new Utility Operator, Electric Division. Mr. Walters said that basically this position was authorized as a new position in the current year's budget and the funds were placed in contingency and the division would like to hire an individual. Funds were provided for a substantial part of the year and the position is still vacant so there is more than enough funding.

Mr. Holmes moved to release contingency funds within the Electric Division for the new Utility Operator, seconded by Mrs. Papale.

Mr. Walters explained that \$20,000 was provided for 2 people in the account originally in the Personnel pages on page 185. 75

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Rys who was not present for this vote; motion duly carried.

ITEM 21. Mr. Holmes moved a budget amendment of \$3,688,846 from Purchased Power to Net Income, Electric Division, seconded by Mrs. Papale.

Mr. Gouveia asked if this meant that instead of a projected deficit of \$4,000,000 it will be a deficit of \$284,224 and Mr. Smith said that at this point, the budgeted deficit is \$284,224 and the bulk of this is due to a reduction due to a partial settlement which was reported to the Council several months ago. Mr. Smith hoped he would have the documents in hand by tonight but the bottom line is that the impact to the Purchased Power account will be \$2,316,520 for this current fiscal year, some retroactive and some going forward. In addition, there is \$1,372,326 which is projected to be a savings due to entitlements which commenced July through June and these were in lieu of increasing the contractual demand and the saving is accruing and will continue to accrue through the remainder of this year and instead of an approximately \$3.95 million dollar deficit, \$284,224 is being looked at and there may be more good news before the end of the year. The importance of this is that the January 31st statement is one utilized in the preparation of the budget and Mr. Smith didn't want a major distortion when the budget is presented.

Mr. Polanski referred to the transfer to Attorneys Fees to fight the rate case and he asked how much was spent on that. . . Mr. Smith felt that the total for the attorney and consultant was about \$350,000 for two years and Mr. Polanski noted that by spending that money, we came out ahead. Mr. Smith felt there may be some more good news later.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 22. Mr. Rys moved a transfer of \$3,000 from Production Maintenance and \$12,000 from Meter Operations, a total of \$15,000 to Customer Records & Collections, seconded by Mr. Polanski.

Mr. Killen referred to the third paragraph of Mr. Walters' 1/15/87 memo and the fact that the cost increased \$13,000 above the \$19,000 budgeted and Mr. Walters said they have been benefitting from an underbilling for a number of years and after a review of the new and old equipment, it was found that for several years, the division has saved some money.

Mr. Gessert asked how well electric bills were being collected and Mr. Walters said reasonably well.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

ITEM 23. Mr. Holmes moved to note for the record the financial statements of the Utility Divisions for the months of November and December, 1986, seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; motion duly carried.

Mr. Holmes requested a progress update on the Sewer Plant on the February agenda and Mr. Smith said they would be happy to provide this update.

ITEM 24. Mr. Holmes moved to note for the record the final official statement for the sale of bonds by CRRRA, along with first amendment to the Landfill Lease Agreement and second amendment to Municipal Solid Waste Delivery and Disposal Contract, seconded by Mr. Rys.

Mr. Gouveia wanted to acknowledge publicly receiving a letter from Mayor Dickinson and he recognizes that some very good progress has been made in this contract and one particular item that pleases him is the item referring to the extension

of the plant. Mr. Gouveia noticed quite a few references to the facility contract and the service contract and since there is neither of these contracts, it is difficult to understand the amendments made. Mr. Gouveia asked if it were possible to get a copy of those contracts and Mayor Dickinson said the last he knew, they were involved with the whole process with CRRA and copies should be available but he is not sure when. Mr. Gouveia felt that one copy should be made available for review and Mayor Dickinson has not been involved with the custody issue but he will find out. 76

Mr. Killen felt that as it pertains to Wallingford, the Council should have some knowledge of it and Mayor Dickinson said that ultimately, the town will have a copy of it.

Mr. Vincent Avallone doesn't understand what the Mayor said about the custody problem with the agreement and he understands that anyone could purchase a copy of this for \$120.00 and he felt the town should be able to get a copy from CRRA. Mr. Gessert indicated that the documents are with CRRA and the Mayor explained that there would be no difficulty in getting these documents from CRRA. Mr. Avallone asked what the delay is in obtaining these documents and he wanted to know why the Council has not asked the Mayor to provide these. Mr. Avallone also asked about "note for the record" pertaining to this item and asked what that actually means. Mr. Gessert explained that basically it means that the documents presented have been accepted, not necessarily endorsing everything in there, but they have been received and noted by the Council. Mr. Avallone asked if he could assume that the Council has looked through the documents and Mr. Gessert said it means the documents have been delivered to the Council and each Council Member will have a copy on file. Mr. Avallone still wanted someone on the Council to explain why they have not asked the Mayor to get these documents from CRRA and Mr. Gessert explained that a Council Member did just ask the Mayor and Mr. Avallone said that he heard the Mayor say that when he could get them, he would get them. Mr. Avallone said that if the Mayor had an opportunity to get these documents, he doesn't understand what is going through this Council's mind with regard to this whole issue. Mr. Gessert said that if Mr. Avallone lived to be 105, he probably would not understand some members of the Council and some members of the Council would not understand Mr. Avallone and Mr. Avallone agreed that may very well be.

Mr. Avallone resents Mr. Gessert not answering the question that he has and he heard Mr. Killen allude to the fact that he would like to have the documents and he felt it was a little late. . . Mr. Killen said that Mr. Avallone is about 10 years late in bringing these things to the Council's attention and since these meetings were held before, Mr. Avallone is a little remiss and Mr. Killen felt that the Council did the best under the circumstances even though they might not have done the best that Mr. Avallone liked. Mr. Avallone said that obviously they were late but the Council still has an opportunity to still effect what was done and see to it that it is done in the best possible manner, an obligation as an elected official. Mr. Avallone said this contract is different than what was originally agreed to and there have been changes made and Mr. Avallone thinks that Mr. Killen is wrong. Mr. Killen feels that Mr. Avallone feels that he is the only one who is right and Mr. Killen felt this way for years about himself and now he has met his match. Mr. Avallone does not feel that he or any member of PAGB deserves that and Mr. Killen has resented the farce PAGB put on.

Mr. Gouveia felt that the point is well taken and the amendments don't mean anything unless we have the contracts and they were dated December 1, not the last days of December as was stated.

Mr. Gessert felt that Mr. Gouveia and the Council can address any question on this issue with the people who have worked on this issue on a day to day basis and he would be happy to have any questions addressed in the proper format. 77

Mayor Dickinson explained that the date on the document does not reflect the date of the signing and they were signed in escrow before a closing that occurred right at the end of December, on the 29th or 30th and there were changes right up to the very end.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Mr. Holmes who was not present for this vote; motion duly carried.

ITEM 25. Mr. Rys moved approval of the job description for ASSISTANT PERSONNEL DIRECTOR, seconded by Mr. Polanski.

Mr. Gessert explained that this item was budgeted last year for a half year and Mr. Seadale said that many of the mandates that affect the town were not in existence 12 years ago when he first began working for the town. He further explained that many major things are happening such as Fair Labor Standards which requires a lot of work, the COBRA Act, very complex legislation and things like this which impact his department which cannot be handled without some kind of help. Mr. Seadale explained that all new employees have to pay 1.5% Medicare Tax, and the town has to match it. President Reagan's new budget proposes that it go into effect immediately and this is the kind of thing that is happening. Mayor Dickinson explained that in regard to COBRA, the town must provide health insurance for employees after they leave town employment for a certain period of time. Mr. Seadale said this is done now by state statute for 39 weeks but employees only but this legislation says that there is an obligation when an employee is hired to notify them of the fact that they can carry insurance after they leave for 18 months but the town must also be notified and notify them if a divorce or a death occurs and the remaining members of the family are also entitled to carry the insurance and children who are no longer dependents can carry the insurance for 36 months and Personnel will have to bill, collect the money and send the checks in. Previously, the town was not covered as a municipality under the Fair Labor Standards Act and now the town is and the impact is being looked at and a legal opinion has been requested in this regard.

Mr. Killen asked if this was discussed with our representative in Congress at all and Mr. Seadale said the FLSA was the result of a Supreme Court decision in Texas in 1985 and the final regulations are not yet out. Mr. Seadale said a lot of Congress people are trying to undo what the Supreme Court decision did by amending the legislation.

Mayor Dickinson wanted to add something that he felt was important from the Mayor's Office and that is anytime Stan Seadale is on vacation or out sick, the personnel function comes to the Mayor's Office or everything stays at status quo which is an impossible situation for a 500 person workforce and, if you include education, 900 people, the biggest employer in town with one person in the Personnel Office. Mayor Dickinson pointed out there are 12 different unions in this 500 person workforce.

Mr. Killen asked if there was any provision made due to the fact that Mrs. Collins is leaving and some of the things handled by her will not be handled by a new Treasurer and Mr. Seadale said those duties are part of the Risk Manager job description which will be presented. Mr. Seadale would like to have regular safety meetings with the departments in hopes of reducing some of the workmen's compensation that we see.

Mr. Polanski asked how much different this job description was from Mr. Seadale's and Mr. Seadale said it is intended to allow the person to get involved in just about everything Mr. Seadale does and Mr. Polanski asked if the qualifications were equal to the Personnel Director and Mr. Seadale felt that this is being looked at from a much more beginning level and he felt it would be better.

Mr. Gessert referred to REQUIRED EXPERIENCE AND TRAINING and the phrase "in the public sector" and he felt it did not have to be necessarily limited to the public sector and public or private sector and Mr. Seadale said that if you talk labor relations public vs. private, they are much different because they are governed by the NLRB and the town is governed by the State. Mr. Seadale felt "in the public sector" should just be eliminated from the job description completely and Mr. Gessert felt that more candidates would be available in this manner. Mr. Seadale explained his position on "an equivalent combination of experience and training will be considered" and Mr. Killen asked who decides what the experience is and Mr. Seadale said that this comes back to the Charter and the decision will be put on the Personnel Director. Mr. Gessert asked if the Mayor would have input on the selection process and Mr. Seadale said he definitely would. 78

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Holmes who was not present for this vote; motion duly carried.

ITEM 26. Consider an appropriation of \$7,000 from Unappropriated Fund Balance to Risk Manager, requested by Stanley A. Seadale. Mr. Killen asked if an account had to be established and Mr. Myers explained that it is being put in an existing account and changing the title, Account #162-Safety is being changed to Risk Manager and these changes will come through in the next budget.

Mr. Rys moved a change in the title of the account #162 from Safety to Risk Manager and approved an appropriation of \$7,000 from Unappropriated Fund Balance to Risk Manager, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Holmes who was not present for this vote; motion duly carried.

Mr. Killen moved the establishment of line 1620-100-1200 Risk Manager, seconded by Mr. Rys.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present; Holmes was not present for this vote; motion duly carried.

ITEM 27. Mr. Rys moved establishment of account 8041-800-8330 CHCP and a transfer of \$5,000 from Blue Cross (Mr. Killen corrected the account number of Blue Cross to 8041-800-8310) to CHCP, seconded by Mrs. Papale.

Mr. Gouveia asked if this were going to cost the town more money and Mr. Seadale said it is a federal mandate that HMO's be offered to bargaining units and it was accepted by a supervisory unit and CHCP will be paid instead of Blue Cross.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Holmes who was not present for this vote and Mr. Killen who voted no; motion duly carried.

Mr. Polanski asked what the percentage of fringe benefits was up to now and Mr. Seadale said it varies by unit but the town is contributing 22% of payroll to the pension plan but around 10% of that is because of past service liability, not because of current service. Mr. Seadale felt it is probably running 25% to 30% but it all depends on what you want to cost.

ITEM 28. Mr. Rys moved a transfer of \$9,500 from Accountant Salary as follows: \$4,500 to Part-Time Wages, \$2,500 to Over-time-Clerical and \$2,500 to Professional Services Account-Temps, seconded by Mr. Polanski.

Mr. Killen asked about Mr. Myers' part-time help and Mr. Myers said there are 2 accounting interns that this is for and the printout label is incorrect. Mr. Myers explained that there is an open position which should be filled by the end of February.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Holmes who was not present for this vote; motion duly carried.

ITEM 29. Mr. Rys moved approval of a job description entitled TOWN TREASURER/ACCOUNTANT, seconded by Mrs. Papale. 79

Mr. Gessert referred to the extensive report provided by Mr. Myers and Mr. Myers feels that this is the right move now for the town with the goals which he has set. Mr. Myers explained the double function of his office, financial administration and the accounting function which controls all the funds in a professional finance environment. The Town Treasurer/Account would be working in Mr. Myers' office and not in a separate environment.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Holmes who was not present for this vote; motion duly carried.

Mr. Polanski moved to waive Rule V to consider a report from Francis J. Barta, Assessor, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Diana and Bergamini who were not present and Mr. Holmes who was not present for this vote; motion duly carried.

Mr. Barta provided the Council with the following report of this year's grand list signed on January 27, 1987:

ABSTRACT OF ASSESSMENTS OF PROPERTY IN THE TOWN OF WALLINGFORD
STATE OF CONNECTICUT, ON THE FIRST DAY OF OCTOBER A.D. 1986

	TOTAL AMOUNT GRAND LIST OCTOBER 1, 1986	EXEMPTIONS VETERANS, BLIND, ELDERLY TOTALLY DISABLED	TAXABLE AMOUNT GRAND LIST OCTOBER 1, 1986
REAL ESTATE	\$ 798,750,285	\$ 6,291,812	\$ 792,458,473
PERSONAL PROPERTY	123,849,710	371,615	123,478,095
MOTOR VEHICLES	95,975,830	1,011,450	94,964,380
GRAND TOTAL	\$1,018,575,825	\$ 7,674,877	\$1,010,900,948
TAX EXEMPT REAL ESTATE	143,192,010		

I, FRANCIS J. BARTA, ASSESSOR OF THE TOWN OF WALLINGFORD, DO SOLEMNLY SWEAR THAT I VERILY BELIEVE THAT ALL THE LISTS AND THE ABSTRACTS OF SAID TOWN FOR THE YEAR 1986 ARE MADE UP AND PERFECTED ACCORDING TO LAW,

SIGNED: Francis J. Barta DATE: January 27, 1987

STATE OF CONNECTICUT
SS WALLINGFORD
COUNTY OF NEW HAVEN January 27, 1987

PERSONALLY APPEARED, FRANCIS J. BARTA, ASSESSOR OF THE TOWN OF WALLINGFORD, SIGNER AND SEALER OF THE FOREGOING AND ACKNOWLEDGE THE SAME TO BE HIS FREE ACT AND DEED, AND CERTIFIED THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF,

Karen M. Plover
KAREN M. PLOVER - NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1990

FIFTEEN LARGEST TAXPAYERS

GRAND LIST - OCTOBER 1, 1986

1.	Bristol - Myers	\$32,324,600
2.	American Cyanamid Company	31,413,618
3.	Times Fiber Communications, Inc	8,227,030
4.	Allegheny Ludlum Steel Corp.	8,104,180
5.	Masonic Charity Foundation (Ashlar Village)	7,610,600
6.	Eyelet Specialty Company, Inc.	7,075,700
7.	Dataproducts New England, Inc	6,579,952
8.	Pfizer, Inc.	5,670,320
9.	Orchard Properties	5,432,300
10.	D & F Associates	4,921,000
11.	Connecticut Light & Power Co.	4,853,770
12.	Connecticut Steel (Conn. Development Auth.)	4,424,300
13.	American Equities	4,338,600
14.	Ulbrich Stainless & Spec. Metals, Inc	3,941,060
15.	Corometrics Medical Systems, Inc.	3,794,755

UPDATE 1986

REAL PROPERTY ASSESSMENT INCREASE	31,192,674
PERSONAL PROPERTY ASSESSMENT INCREASE	43,481,849
MOTOR VEHICLE ASSESSMENT INCREASE	12,719,795
TOTAL TAXABLE INCREASE	87,394,318
GRAND LIST PERCENTAGE INCREASE	9.5%

THERE ARE 220 NEW DWELLINGS, 415 NEW CONDOMINIUM UNITS AND 2,082 NEW MOTOR VEHICLES FOR 1986.

ADDITIONAL REVENUE - ACCOUNT #10-1150

THIS YEAR AN ADDITIONAL AMOUNT OF VETERAN EXEMPTIONS OF \$ 2,316,150 HAS BEEN ADDED TO THE 1986 GRAND LIST DUE TO THE NEW VETERANS LAW, P.A. 85-573. APPROXIMATELY \$ 75,000 WILL BE REIMBURSED TO THE MUNICIPALITY FROM THE STATE OF CONNECTICUT.

Mr. Barta referred to the \$1,010,900,948 figure on page 33 and noted that Wallingford surpassed a billion dollars this year.

Mr. Killen requested a list sometime of the tax exempt real estate and Mr. Barta would provide this. Mr. Gouveia asked if the exempt property included Choate School and Mr. Barta said it did include Choate, exempt by law. 81

Mr. Polanski asked, on the audit made of industry, how much gain was made and how much was lost because of abatements? Mr. Barta said they are two separate items and presently, the audit process is three-quarters complete and about \$23.6 million has been added to the 1986 Grand List which converts to \$765,000 in taxes so the \$30,000 was well spent.

Mr. Killen asked about the status of Ashlar Village and Mr. Barta said that is still in litigation. Mr. Killen asked what American Equities was and Mr. Barta said it is a real estate holding company.

Mr. Gessert asked about the status of Bristol-Myers and Mr. Barta said Phase I is under agreement and Phase II is not. Phase I represents about \$13 million and Phase II represents about \$7 million and probably \$11 million of personal property and the \$13 million refers to assessment, not revenue.

Mr. Gessert asked what happened once Bristol-Myers' building went from the construction process to a C. O. and Mr. Barta explained that then their tax decreased; last year their total assessment was \$36 million; this year it is \$32 million.

Mr. Rys asked about the additional amount of Veterans exemptions and Mr. Barta said that this year any veteran who served during a time of war is entitled to an additional exemption which is reimbursed by the State.

Mr. Gessert asked about the 415 new condominium units and Mr. Barta said these were all approved prior to the moratorium.

Mr. Killen asked where the large increase came from on the personal property assessment increase and Mr. Barta said 23.6 of that is from audits and the rest is from normal growth increases and decreases. In the audit process, accounts decreased, remained the same, and increased.

Mayor Dickinson wanted to add that Frank has done a good job and he commends the Assessor's Office as well as the Finance Department and the Mayor added that 60% of the towns called for extensions this year because of all the activity and growth. Mayor Dickinson commented that the Council knows what that would do to the budget process if the town didn't have a Grand List which is the first step in the whole process of coming up with revenue. Chairman Gessert thanked Mr. Barta and extended the Council's compliments.

ITEM 30. Mr. Rys moved establishment of Account 001-6030-999-9903 Map Filing Cabinets, Town Clerk, and a transfer of \$1,149 from Index Roller Shelves, \$300 from Typewriter & \$400 from Maps, Books & Bindings, a total of \$1,849 to Map Filing Cabinets, seconded by Mr. Polanski.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Holmes who was not present for this vote and Mr. Killen who voted no; motion duly carried.

ITEM 31. Mr. Killen moved to note for the record the financial statements of the Town of Wallingford for the month ended December 31, 1986, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Holmes who was not present for this vote; motion duly carried.

ITEMS 32 & 33. Mr. Rys moved acceptance of the Town Council Meeting Minutes of January 13, 1987 and January 20, 1987 Special Meeting, seconded by Mrs. Papale.

VOTE: Unanimous ayes with the exception of Bergamini and Diana who were not present and Holmes who was not present for this vote and Mr. Killen who passed; motion duly carried.

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 11:50 p.m.

Meeting recorded by:
Susan M. Baron, Council Secretary

Meeting transcribed by:
Susan M. Baron and Delores B. Fetta

Approved David A. Gessert
David A. Gessert, Chairman

February 10, 1987
Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

February 10, 1987
Date