

TOWN OF WALLINGFORD, CONNECTICUT

REGULAR TOWN COUNCIL MEETING

*Town Council Chambers*

March 23, 2010

6:30 P.M

The following Minutes are a record of the Regular Meeting of the Wallingford Town Council held in the Robert Earley Auditorium of the Wallingford Town Hall on Tuesday, March 23, 2010. The Meeting was Called to Order at 6:30 P.M. Responding present to the Roll Call given by Town Clerk Barbara Thompson were Councilors Vincent Cervoni, Nick Economopoulos, Jerry Farrell, Jr., Craig C. Fishbein, John LeTourneau, Robert F. Parisi, Rosemary Rascati, John J. Sullivan and Vincent F. Testa, Jr. Mayor William W. Dickinson, Jr. and Town Attorney Janis Small were also present at roll call. Comptroller James Bowes arrived at the meeting at 6:40 P.M.

The meeting began with an Opening Prayer, led by Reverend Dean Warburton of the First Congregational Church. Those in attendance recited the Pledge of Allegiance. The Roll Call was taken.

3. Consent Agenda

- 3a. Consider and Approve Tax Refunds (#624 - #669) totaling \$23,785.74  
Acct. # 001-1000-010-1170 - Tax Collector
- 3b. Reappointment of Robert Beaumont to the Public Utilities Commission for a three-year term effective immediately and expiring March 1, 2013 - Mayor
- 3c. Appointment of Dennis Murphy as an Alternate to the Zoning Board of Appeals for a three-year term effective immediately and expiring January 8, 2013  
– Robert F. Parisi, Chairman
- 3d. Accept a Donation from the Napier Foundation and Approve an Appropriation in the Amount of \$1,000 Youth and Social Services Special Fund to Donations Acct # 213-1042-070-7010 and to Expenditures Acct # 213-3070-600-6000  
– Youth and Social Services
- 3e. Accept a Donation and Approve an Appropriation in the Amount of \$50 Youth and Social Services Special Fund to Donations Acct # 213-1042-070-7010 and to Expenditures Acct # 213-3070-600-6000– Youth and Social Services
- 3f. Consider and Approve a Transfer of Funds in the Amount of \$6,000 to Distribution Plant-Street lights/Signals Acct # 373 from Distribution Plant-Transformers Acct # 368 – Electric Division
- 3g. Consider and Approve a Transfer of Funds in the Amount of \$30,000 to Injuries & Damages Acct # 431-8920-925 from Power Purchased for Pumping Acct # 431-8620-623 – Water Division
- 3h. Consider and Approve a Budget Amendment in the Amount of \$9,000 to Use of Funds from Interest on Long Term Debt Acct # 431-8970-427  
– Water Division

3i. Approve Minutes of Regular Town Council Meeting of February 23, 2010

3j. Approve Minutes of Regular Town Council Meeting of March 9, 2010

Mr. Farrell announced a correction to the March 9, 2010 minutes, Item #3j. that Assistant Town Attorney had attended the meeting and not Town Attorney Janis Small. He moved approval of the Consent Agenda 3a. to 3j. with that one change. Mrs. Rascati seconded. By voice all Councilors present (9) voted Aye. The motion passed.

Chairman Parisi announced that Item #9 was withdrawn from the agenda.

The Town Clerk swore in Mr. Dennis Murphy, as an alternate to the Zoning Board of Appeals and Mr. Robert Beaumont as a Public Utilities Commissioner.

Chairman Parisi announced that the Budget sessions will be televised. He also announced that the town's snow is being dumped at Garden Road.

4. Items Removed from the Consent Agenda

*None*

5. PUBLIC QUESTION & ANSWER

Robert Gross, 114 Long Hill Road, asked the town to look into dumping snow so close to the Quinnipiac River considering all of the chemicals in the snow. Chairman Parisi said that the town has been dumping snow for as long as anyone can remember and there does not appear to be any problem. Mr. Gross said that DEP indicates that this is not where snow should be dumped. He added that past practice does not make it a good practice

Roxanne McKay, 294 Ivy Street, Vice-Chairwoman Board of Education, said that in regard to Item 7 on the agenda which refers to discussion and possible action with regard to a Memorandum of Agreement with the Educational Administrator's Association of Wallingford (E.A.A.W.). She commented that union is represented through the Board of Education by Principals and Vice-Principals. They have come forth with a generous concession of \$100,000 based upon forfeiture of a pay increase for one year. These leaders in our schools and they are viewed upon that way. She said that they have set the stage admirably and appropriately as concerned members of our community. She said that the reality is though these folks do work in our community do they necessarily live in our community yet they recognize that we are in dire straights financially and they are committed to wanting to help to that bottom line of our budget. She said that is admirable unto itself. She continued saying that it should be noted that this union came to the Board of Education and said that they want to help. She said that the BOE did not solicit any concessions from this union. She said that they were very forthright in wanting to show leadership towards our community. She said that the union's attorneys looked at the verbiage and that the BOE attorney, Peter Janus, looked at the memorandum. She said that everybody is comfortable with the verbiage as it is. She said that this is a true and sincere effort to help our school community. She said that we are talking about a \$100,000 give back. She said that the budget world of the BOE \$100,000 could interpret into two teacher positions, pretty significant. She said that to not approve this is setting a precedent for other unions to not consider any concessions. She said think about it on what basis might another union say -yes, I want to put myself out there. She said that this is an important precedent. She encouraged

the Council to think about this in terms of what the expectations might be for other unions. Maybe it won't happen but maybe it will. She said that without accepting this she does not think that other unions will come forward. She said that with all due respect to the Mayor and the Town Councilors, if the Mayor chooses not to accept this memorandum, she urges the Town Council to not go in line with the Mayor but in fact to show leadership and approve this and allow this \$100,000 give back. She said that one of the main focuses of our community is to minimize the mill rate increase for the taxpayers across the board. This \$100,000 is a significant contribution toward not increasing the mill rate for our community.

Chairman Parisi offered an observation based on Ms. McKay's comments. He said that he thinks that every Councilor will vote their own feelings and he bristles a little bit at the insinuation or the reference that the Council follows the Mayor. Councilors don't follow the Mayor. Councilors follow the Council, and they vote their own conscience. He said that the Council's perception of the proposal will be viewed individually. He said he wanted to make that clear.

Mayor Dickinson said that he respects the effort to reduce costs for the community, and said he thinks that we are all facing some significant challenges with regard to that. He said that he agrees with Ms. McKay that this is an important precedent but he would tend to look at it in a different way as far as a precedent. He said that the town is on record as having denied, or rejected, two contracts at 1.95%, and they are in arbitration. He said that this agreement extends an existing contract for one year and places a price tag of 4.77% in the year 2011-2012. He said that is a significant precedent that does not bode well as far as all of our existing negotiations and the positions that we are taking in order to try to save money, not just for one budget year, but we are facing, and he thinks we all know it, a multitude of years of very significant financial challenges. He said that any award, or agreement, that places a high salary increase, which he thinks we all would agree that 4.7% is a high salary increase, is troublesome when we are asking for zeroes basically in order to address concerns and problems. He said that in addition this agreement calls for a commitment to no layoffs. He said that FY 2011-12 is expected to be worse than this year, and that certainly is a significant benefit to receive a commitment from the town that there are no layoffs and a 4.7% increase. He said that it does set a bar, and the bar is a high bar at 4.7%, so every other unit will be saying- well, if one can get that, then why not all of the rest of us. He commented that he expresses real concern about this. He respects the effort to save money for a given budget year but he thinks if you look beyond the one budget year, it creates a real problem for us in trying to control the cost of government and the cost of delivering services. He asked the Council to reject this proposed agreement.

Thomas Hennessey, 1 Laurel Drive, Chairman of the Board of Education, commented that he is in his sixth term with the Board of Education and said that his impassioned plea is to look at the projections of the amount of work that the entire Board of Education is doing in thinking outside of the box to save money. He said he wants the best education that money can buy for Wallingford's children and that is why he is here in that endeavor, even though his children are grown. He applauded the Administrator's Union for what they are doing to help us in this tough budget scenario. He spoke about the two contracts that were brought up last year to the Town Council that were refused. He said that the savings of the two contracts – custodial unit is \$25,000 savings. He said that is not what it is costing us; that is what we are saving at the end of the two year contract. He said that a projected estimate of going to arbitration for those two contracts will cost us an additional \$30,000 of funds that you give us, so that is \$55,000 that is coming out of our pockets. He implored the Council to help the Board of Education with their endeavors to accept the Administrators' contract of \$98,000. He said that they have 62-63% of the town budget that they have to look and that the BOE has gone out of their way to cut costs

and expenditures and salaries. He said that they are under siege with the number of layoffs that are occurring. He said that they are doing their due diligence.

Beth Raccio, 10 Franks Court asked about procedure and when she will have an opportunity to speak to this matter. Chairman Parisi said that the debate will probably be in the Executive Session but you can make a comment when Item #7 is being discussed. Mrs. Raccio said she would like to express her concerns at that time.

Robert Sheehan, 11 Cooper Lane, congratulated the young men at Sheehan High School for winning a state championship this past weekend.

Diana Hotchkiss, 38 Clifton Street, spoke about living near Garden Road, pointed out structures that are being built that she thinks are very near the flood zone and wanted to know if anyone was checking on these buildings. John Thompson, Town Engineer said that during the application process for the approval by Planning and Zoning the proximity of the flood plain to the development and that the condominiums being built on Quinnipiac Street and Bull Avenue are outside of the flood zone and that they are conscious where the property line is and we are watching the contractor's activity. Ms. Hotchkiss said that in looking at ways for the town to save money that envelopes not be used for town bills such as the electric bill and water bills. She suggested that people look at the little things that they do over and over to see if money could be saved.

Beth Raccio asked if she would be able to comment before the Council makes its decision. Chairman Parisi said that she would.

Wes Lube, Montowese Avenue, asked about ballfield advertising. Town Attorney Small said that the zoning regulations do not permit such signs as long as schools are in residential zones. She said that she can address the Constitutional aspects of it at a later time.

6. Executive Session pursuant to §1-200 (6)(E) of the Connecticut General Statutes with regard to strategy and negotiation with respect to Collective Bargaining – Board of Education

Mr. Farrell made a motion, seconded by Mrs. Rascati, to go into Executive Session pursuant to §1-200 (6)(E) of the Connecticut General Statutes with regard to strategy and negotiation with respect to Collective Bargaining as requested by the Board of Education. All Councilors present (9) voted Aye. The motion passed, and the Council left the Chamber to meet in the Town Council Office at 7:00 P.M.

Mr. Farrell made a motion to exit Executive Session. Mrs. Rascati seconded. All Councilors present (9) voted Aye. The motion passed, and the Council exited Executive Session at 7:47 P.M.

*Executive Session attendance:*

*Nine (9) Town Councilors; Mayor Dickinson; Superintendent of Schools Salvatore Menzo; Board of Education Chairman, Thomas Hennessey and Human Resources Director, Jan Guarino-Rhone*

7. Discussion and Possible Action with regard to a Memorandum of Agreement with the Educational Administrator's Association of Wallingford (E.A.A.W.) on March 8, 2010 effective July 2, 2010 through June 30, 2012 as discussed in Executive Session – Board of Education (*Appendix I*)

Mr. Farrell read the item.

Mr. Testa asked if this was one of those situations where if we don't act that it happens or is this something that we have to act on one way to the other. Attorney Small said that according to the agreement it says that you have to either accept or reject.

Beth Raccio, 10 Franks Court, asked if the Council would be talking about any details. She asked about the procedure in dealing with this item.

*In attendance:*

*Dr. Salvatore Menzo, Superintendent of Schools*

*Thomas Hennessey, Chairman, Board of Education*

Dr. Menzo said that this evening they presented to the Council information regarding the current contract and the potential, amended contract. He said that in the current contract the next year's salary for 2010-11 would be a 3.75% general wage increase. He said that in addition the administrators would pay an additional 1% towards their insurance which would increase their contribution. He said that they took the Council through an example of a person with a salary of \$124,653, and under the current contract, the salary next year would be \$128,791 and the insurance would go from \$2,646 to \$3,004. He said that the actual salary minus insurance would be \$112,970 this year to actual salary minus insurance – TRB (Teacher Retirement Board) next year under the current contract to \$116,128.

Dr. Menzo said that they then explained that as the current condition, that contract would then go under negotiations, or be up for negotiations this time next year, so that they cannot determine the 2011-12 contract at this time. He said that they shared the amended contract agreement put forth this evening, which would mean that the salary for this year of \$124,653 would be the same salary for the employee next year, or \$124,653; the insurance would increase, rather than stay the same, so there still would be the increase from \$2,646 to \$3,004. The Teacher Retirement Board contribution, which is employee generated and not paid for by the Board of Education, would in this scenario be an increase of \$622 on the part of the employee. He said that the actual take-home salary minus insurance and Teacher Retirement Board this year would be \$112,970 and next year \$111,990.

Dr. Menzo said that they also shared that the administrators would be taking nine (9) furlough days and what is reported to the retirement Board would be the intended salary for next year under the present contract and what is reported on the W-2 would be the lower salary which would be based on the \$124,653. He said that the actual take-home would be reduced next year. He said that in the subsequent year, they extend the contract in this agreement one year and that is when they would receive the 3.75% increase, going to \$128,791, which they would be receiving if they can maintain the present contract. He said that they shared with the Council the concern that even if they maintain the present contract in the 'out years', if they were to go into negotiations, their base would be the same as if they extended amended contract in the 'out-years'. He said they would still be starting with the same base salary of \$128,791. He said they would still be at the higher salary no matter when they decide to negotiate this contract under the present provision of this time next year or two years from now.

Dr. Menzo said that the total savings to the Board of Education is \$97, 597.

Beth Raccio, 10 Franks Court, said that she hears is that Dr. Menzo is pushing off the contract by one year. Dr. Menzo concurred and said that the contract would be extended to 2011-12 school year. Mrs. Raccio said that they have the advantage of next year decreasing the BOE budget by a certain amount and that the salary increases that would have taken place next year would take place the following year. Dr. Menzo said that they are deferred to the following school year. He said that the savings and benefits happen each year because of the fact that they are taking an increase. Mrs. Raccio said she was making notes about the cost of accepting this and the cost of rejecting it, and that as a parent, she is particularly concerned about next year. She compared the agreement to a band-aid that if you take the \$100,000 savings that you have to deal with it the following year. She said she feels like she is bleeding, and she could use a band-aid. She asked to consider the fact that the BOE has already taken \$4 million in cuts to the budget that was proposed by the Board of Education, and that includes 82 layoffs. She is concerned that \$100,000 is two more teachers that could be cut, and she understands there are some negotiating tactics, or policies, that one needs in approaching negotiations. She commented that it is very important that we let the Board of Education and the superintendent work in good faith with the unions that are under the management of the Board of Education. She hopes that the Council accepts the BOE recommendation.

Mr. Economopoulos said that this is a tough issue because there are many people in this town who have already said to him the raises have got to stop, and in this proposal down the line, there is a sizable raise. He said it has been noted to him that in other towns, teachers and administrators are being cut, and Wallingford is only cutting teachers. He reviewed administrator assignments to the town's schools, which, he said, are all warranted based on the numbers of over 1,000 students. He said this is bare bones and the extras have been trimmed. After going over the math, he said that it makes sense financially and economically but it doesn't hold true with the face that the Mayor is right when he says that municipalities have to take a stand sooner or later saying that this has got to stop. He said that unless we are able to go into negotiations and ask for 2% cuts, and zeros for three years, and get away with it through arbitrators in arbitration awards. He doesn't think there has been a time of a double zero from an arbitrator but we will see in some of our contracts. He said that even though he wants to say 'it has to stop', economically this makes sense to him and he will support it.

To Dr. Menzo, Mr. Sullivan said that he wants to make it very clear that the administrators are going to get a 3.75% increase in 2009-10. Dr. Menzo said that they already have that. Mr. Sullivan said that there are two scenarios here, and that if we do not agree with this, they get 3.75% in 2010-11. Dr. Menzo concurred. He said that in 2011-12, we may go to arbitration at a rate of \$128,791. Mr. Sullivan then spoke to the other side of this scenario stating that at 3.75% currently in 2009-10 that we are pushing that 3.75% out to 2011-12 and extending the contract for one year. He said that 3.75% is already built in. He said that we are not agreeing to a raise tonight. He said that 3.75% does not represent a raise. It's already here and that we are not agreeing to a raise. He stressed this point be understood. Dr. Menzo said that was correct and that the Board did not agree to a raise either. Mr. Sullivan said that the administrators have come forward, and they have offered to push the contact out a year and not take any increase.

Mr. Sullivan spoke to Item 8 of the Agreement and read it.

*"As a condition for the implementation of this Agreement, no administrator covered by the E.A.A.W. contract will be laid off during the 2010-2011 school year. Should it be impossible to avoid such layoffs, this Agreement shall be null and void and the current salary schedule shall be implemented for 2010-2011."*

Mr. Sullivan asked if item 8 expires when this (the Agreement) expires and what year that would be. Dr. Menzo said that it does expire, and it would expire next year if you go along with it. Mr. Sullivan said that we are not offering administrators a free pass for several years on no layoffs. Dr Menzo said that was correct; it's for one year. Mr. Sullivan explained why he was repeating himself so that everyone here and at home could be clear on what this means if the Council votes yes. He said that he called Paul Reynolds and commended him, saying that this is something that we need this year. He said that this is going to give us a year to find other ways to save money in both the school system but also in the municipal government. He said that he will be voting yes on this innovative, creative plan.

Mr. Fishbein said he guesses that somebody has to speak for the other side. He commended the Board of Education for making strides towards a common goal that everyone is trying to meet and that is to educate our students at a superior level, a commendable goal. Quite frankly, he said that he doesn't see this as a concession; it's a deferral. People with whom he speaks complain that they didn't get an increase this year; people are losing their jobs and seniors are without their COLA increase this year. He said that he can't support binding the town to a raise, realizing that it is already there. He said that to extend this contract another year in a year that is projected to be worse than this year, he thinks is fiscally irresponsible. He said he wants the best education that money can buy but in this economy to foster raises is just not the right thing to do. He said that he thinks it is about time somebody put their foot down and that he is willing to put his foot down and say no. He said that the administrators are looking for a raise next year but he is ready to put his foot down and say no.

Mr. Cervoni referred to the Memorandum of Agreement, Item 8 and read the second sentence, as follows:

*"Should it be impossible to avoid such layoffs, this Agreement shall be null and void and the current salary schedule shall be implemented for 2010-2011."*

Mr. Cervoni said that he understands that the Board of Education does not foresee laying-off any administrators in that there is no room in the way that they operate. He said suppose that the unforeseen occurs, and the agreement becomes null and void, and asked if it is our understanding that we are then giving raises to those who would still be employed retro-active to the beginning of the 2010-2011 budget year.

Dr. Menzo said that he would go back to basic math. He said that if you are saving \$97,597, then that is what we would end up losing because of having to null and void the contract since that is what that amount would be and we are reducing an administrator so there would still be a savings to the board because the administrator is making more than \$97,597.

Mr. Cervoni asked what type of position does that put the board in? If you are then, instead of negotiating the new contract for the 2011-12 year, back to being stuck with the contract that the Board of Education currently has. And then the Board of Education has to start negotiating a contract for the year that you would have anyway. He asked if that was a position that we can put ourselves in.

Dr Menzo said it puts us in a position – again the base for this model employee, the sample employee, we are still going to have a base of \$128,791, the higher base. He said we are not going to have a lower base. We are going to be negotiating off of the higher base that they would be guaranteed next year. He continued saying that their salary, plus 3.75% this year, would be the foundation for the negotiations in 2011-2012, so as was mentioned earlier by one of the

Councilmen, unless there is going to be a reduction in salary offered to arbitration, which we don't see negative, never mind zeroes, it would be difficult for us to assume that we would be saving any money. We would actually be spending the additional amount, the extra amount two years in a row rather than just one year, which is under the amended agreement.

Mr. Cervoni said if he could ask the same question... let's forget about the dollars for a second... and let's talk about the negotiating period that is imposed upon you by statute. Dr. Menzo concurred. Mr. Cervoni said that Dr. Menzo is compelled to begin negotiating the next contract schedule. He asked if there is a point in the year where a layoff will put him behind the eight-ball for the next contract year.

Dr. Menzo said that if they were into the amended agreement, and then have to back-out because something happened over the summer, for example, the layoff would be accounted for prior to the negotiation period because the union would be reduced. The salary schedule would be the same, regardless of whether or not there are the same members or not. The issue that you have is really not based on the reduction of staff; it's that you are going back to the 3.75% as your foundation for negotiations in the following year. The reduction of force, he doesn't think, as having an implication.

Mr. Cervoni said thank you.

Mr. Testa said that he is very pleased with this offer, and he thanks the Board of Education for the work that went into it. He said that the bargaining unit came to the town stating that they would like to do something. Aside from the monetary benefit to the town, he said that there is the benefit of example from the leadership of the schools. He said that if we want to expect the same type of gesture from the larger, more consequential unions, teachers, for example, then we need to acknowledge that this is a step in that direction and that they are setting an example by this proposal. He disagrees with some of the claims that are made about this, commenting that the opposition to this reflects a negotiating position that has been taken by the administration of this town that is unreasonable, and, in fact, borders on irrational and even irresponsible. He said that the town has already rejected several contracts and/or offers from bargaining units who offered real savings. It was on paper, and we saw it and it was going to save the town money. He said that some may consider the reason for rejection a principled stand but that he believes it to be just an unrealistic stubbornness that is not serving us well.

Mr. Testa said we have to be realistic. We are all aware of the economic strain. He said that we have to acknowledge that the environment under which we operate is governed by state arbitration laws, federal negotiation labor laws, and we have to negotiate what happens. He stated that if you say you have to stand up and put your foot down, where do you put your foot down? And to what end? We are talking about taxpayer dollars, and we have to be responsible to them, the taxpayers; we do, but the reality is that as we negotiate contracts, we have to negotiate in good faith and in a reasonable manner, or we don't have a chance when we are facing arbitrations.

Mr. Testa remarked that this situation is a very simple, clear-cut case to save \$100,000 next year. Mr. Testa said that 'the fact of the matter' is certainly not that we are fostering raises. He said that the signed, sealed and delivered raise is being put off a year. He commented that to take the position that 'somebody has to draw the line and say *no more*' means that we negotiate harder and tougher as the years go on by demanding more concessions in the way of benefits and to be stronger in our negotiation stance. What is not considered in arbitration is an unrealistic position.

He said that we have two alternatives –costs are going to go up or we make drastic cuts in our labor force. The only way to avoid both of those is to negotiate in good faith.

Mr. Testa said that there are unions who have already come forth with their own suggestions on how to save money, last year especially, and their suggestions were rejected. In negotiations going on now, suggestions are being rejected. We rejected two contracts that had savings for the town, and we are contemplating rejecting this offer. He said all in the name of taking this strong principled stand that is effect is meaningless. I would love to say more that anyone else that no one gets a raise for the next three years, and he said that he could do that in good conscience because everyone who works for this town makes a good living and has good benefits. He declared that you find that people who will meet you half way by being a reasonable, responsible negotiator. This is what works. He said we are going to lose if we say *all* or *nothing*. He encouraged his colleagues to understand that perspective and to realize the \$100,000 savings. He said let's get them through this year.

Mayor Dickinson said he isn't going to draw a line. He is going to paint a picture. He said that the state is facing a \$3.5 billion deficit in the very near future. For the first time in Connecticut's history, as far as he knows, the Office of Policy Management says that the state is facing declining sales tax revenues for the second straight year. We are in trouble. This is not customary times. These are times that have not been lived by any of us unless you have come through the depression. He said that is his belief. He is troubled because he does not see it getting better because he does not think the moves in Washington are being made that would allow it to get better. We are in denial that we are in the throes of something that isn't going away.

Mayor Dickinson commented that in the past, our recessions have turned around because we could turn to manufacturing to bring them around, and we do not have manufacturing today, ladies and gentlemen. We are losing it. We have lost the vitality in our economy, and we cannot continue to do things as we have always done them. Everyone has to understand that and with understanding comes reasonableness. I am troubled by any agreement that would put a 3.75% wage increase in the year 2011-2012 for that is the year that we are expected to lose three million dollars in ECS (education cost sharing) money from the State of Connecticut. He said that the local taxpayers will not be able to cover that kind of revenue loss. He said that some call him stubborn; some may call him unreasonable but the picture that he sees is a very troubling one. He said that if he saw a light somewhere, he would put that in the picture but he does not see light anywhere in that picture in the foreseeable future; hence, his position. He said that we have to make it clear that we cannot afford increases in benefits from here on out.

Mr. Economopoulos said that in his estimation the only thing that we can do, considering so many unions with staggered contracts, as a Mayor and as a Council, is to make a proclamation stating that from this point on

- we have to honor the contracts that have already been negotiated and signed,
- we should proclaim that everyone will work on a one-year contract,
- we should hold-tight with a zero percent raise on any union contract until the times get better.

He said that all that we do here tonight is to make it sound like we are not on the same team but we are on the same team. The bottom line is that we all want the same thing. How do we achieve this when we have eighteen unions with staggered contracts? How do you ask one union to give something back when another union doesn't want to give back something? How do we do it when one union has layoffs and another union doesn't have layoffs?

Mr. Economopoulos said there is no way of being fair on this. The bottom line is to try to get out of the contracts we have now as cheaply as possible, which is what we are doing here tonight, and then let's make a proclamation. He said to the Mayor that we should tell everyone; let's vote on it; let's put it on the agenda and let's discuss it that from this point on that all contracts that end are going to become a one-year, negotiated contract. He said the upcoming contract arbitration result will be the indicator of where it stands now. It will be a strong message.

Mr. Cervoni commented that he walked in this evening with his mind made up on how to resolve this issue, and that he spent the evening thinking about the result of a vote in either direction. He said our times in the situation are troublesome, and he knows that we are looking at next year and potentially getting approximately \$3 million less from the State of Connecticut. We are looking at the potential decrease in the ability of being able to collect taxes as a result of economic times.

Mr. Cervoni stated that regardless of which way the vote ends up tonight, this \$100K is in next year's budget as a practical matter because it seems to him that some force of nature would have to change the way that arbitrations end in result. He said as far as he is aware, you don't come out of arbitration with somebody ending up with less than zero. He said to say that we stick ourselves with this contract for this budget year to look forward to negotiating a better result in the following year, after the extension of the contract, doesn't seem to him to save us anything. He said that he understands the principle, and he understands putting your foot down and he understands drawing a line but if we save nothing by waiting a year and we've cost ourselves \$100K in the current year, only to hope to have made a point, he isn't sure that we have gained what we were hoping to gain. He said that this is his take on the situation. Thank you.

Mr. Hennessey apologized.

Mr. Sullivan made a motion that we accept this Memorandum of Agreement between the Wallingford Public Schools and the Administrators' Union, E.A.A.W. Mr. Testa seconded.

**ROLL CALL VOTE:**

CERVONI - YES  
ECONOMOPOULOS – YES  
FARRELL- NO  
FISHBEIN – NO  
LeTOURNEAU – YES  
RASCATI - NO  
SULLIVAN - YES  
TESTA- YES  
PARISI - NO

5 AYE  
4 NAY

The motion passes.

8. Acceptance of Land from State of Connecticut Department of Environmental Protection to the Town of Wallingford, a fifteen (15) foot-wide Right-of-Way between Town land on the south and Warehouse Point Road on the north – Engineering

Mr. Farrell made a motion to accept Land from State of Connecticut Department of Environmental Protection to the Town of Wallingford, a fifteen (15) foot-wide Right-of-Way between Town land on the south and Warehouse Point Road on the north as requested by the Town Engineer. Mrs. Rascati seconded.

Mr. Farrell read the memorandum from the Department of Engineering, which states that the land is needed for the construction of Phase III of the linear trail and there is no cost to the town for this transfer. He said that it is a sliver of land, a fifteen (15) foot-wide Right-of-Way that runs some distance off of Warehouse Point Road.

*In attendance:  
John Thompson, Town Engineer*

There were no statements or comments.

All Councilors present (9) by voice voted Aye. The motion passed

9. Consider and Approve Farm Land Lease Program as presented – Environmental Planner

*Withdrawn*

10. Consider and Approve a Transfer in the Amount of \$3,300 to Tools, Shop and Garage Equipment to Acct # 394 from Structures and Improvements Acct #390 – Electric Division

Mr. Farrell made a motion to approve a transfer of \$3,300 to Tools, Shop and Garage Equipment to Acct # 394 from Structures and Improvements Acct #390 as requested by the Electric Division. Mrs. Rascati seconded.

Mr. Farrell read the correspondence from Electric Division, Thomas Sullivan, explaining the need for the transfer, which is to fund the Electric Division's portion of a handheld, diagnostic, scan tool used by the Sewer Division's garage that performs the repair and maintenance of the Electric Division's vehicles. This is an agreed upon share of materials and tools with the Water-Sewer Department. It further explains that 11 vehicles use this tool and because the Electric Division owns 8 of the 11 vehicles that the Electric Division's share of this tool will be 73%.

*In attendance:  
Rick Hendershot, General Manager, Electric Division  
Robert Beaumont, Chairman, Public Utilities Commission*

Chairman Parisi determined that the Sewer Division runs the garage and that everyone chips in to run the garage. He asked was interested in if they were charging market price for the work that is performed by this garage or are they just get the cost of parts. Mr. Hendershot said that this is not a profit center. It's a cost center of the Sewer Division so it is the cost of their mechanics at their rates. Chairman Parisi asked if hourly rates are figured into cost. Mr. Hendershot said that they pay a share of the wages of the Sewer Division garage workers. Chairman Parisi concluded that everyone pays a portion of the yearly cost of wages. Mr. Hendershot concurred. Chairman Parisi

asked how that is determined – by the number of vehicles? Mr. Hendershot said that it is adjusted annually on the actual costs that the Sewer Division saw the previous fiscal year and that in round numbers, it's usually 60% Electric Division; 20% Water Division and 20% Sewer Division. He said that the figures drift a little every year.

Chairman Parisi asked if the Sewer Division runs with a deficit. Mr. Hendershot said that he did not know. Mr. Beaumont said that they do. Chairman Parisi said that if they are working and performing a service that they should be entitled to some credit. Mr. Beaumont said with respect to this particular item, it is being broken down based on the number of vehicles that this particular diagnostic device would be used on. He said that the Electric Division would be paying a greater amount because there are more of their vehicles.

Mr. LeTourneau inquired about the equipment and wanted to know if Public Works uses the same equipment and asked if both could use the same equipment, so that a cost savings could be realized. Mr. Hendershot said that they could look at it but that he does not know who that would be accomplished or coordinated. He said that the Electric Division uses one the large Public Works bays to wash their vehicles. He does not know how their garage function works. In the recent past the utilities have consolidated this garage.

Mr. Hendershot said that there are no labor issues here and that this is about purchasing a piece of equipment that three divisions share and moving funds from one account to another.

Chairman Parisi asked about the age of the Electric Division vehicles. Mr. Hendershot said that the average of probably 4 or 5 years. Chairman Parisi asked what determines the need of a truck. Mr. Hendershot said if a truck is not functioning, it is taken to the garage.

They discussed warranty periods, the number of vehicles that need this new tool. Chairman Parisi said that these are the kinds of questions he will have going forward, especially when it comes to buying equipment. Specifically, he outlined the questions he will have if we need to buy something-- 1) does anyone else have it 2) what is the expected use of the equipment is and 3) what the requirement is as to how many vehicles would it apply to. He said that perspective is different depending on how many vehicles need it.

Councilor Sullivan inquired about the maintenance schedule. Mr. Hendershot said that vehicles are inspected daily, they deal with daily trouble tickets; there is scheduled maintenance for the fleet. He said that collectively their trucks are worth \$1 million.

Chairman Parisi asked them to keep sight of their warrantee structure. Mr. Beaumont explained that the PUC is looking at fleet software that will allow for better management of the 3-division fleet and the tracking of it. Mr. Beaumont responded to Mr. Parisi that he would provide a list of PUC vehicles – how many, age and model.

Mr. Gross made a comment regarding warrantees.

All Councilors present (9) by voice voted Aye. The motion passed

11. Request to use Request for Proposal (RFP) process to select Electrical Rate Consultant at an anticipated cost of \$45,000 – Director, Public Utilities

Mr. Farrell made a motion for use of the Request for Proposal (RFP) process to select an Electrical Rate Consultant at an anticipated cost of \$45,000 as requested by the Director of Public Utilities. Mrs. Rascati seconded.

Mr. Farrell said that the correspondence was substantial but specifically the Request for Proposals is for consulting services for the development of a retail cost-of-service study including a financial forecast and recommended retail rates. He continued that they are told that the Electric Division most recent cost-of-service study was developed in 2005 and updated in 2007. He said that this study and subsequent update supported retain rate changes in October 2005, January and November 2008 and November 2009.

*In attendance:*

*Rick Hendershot, General Manager, Electric Division*

*Robert Beaumont, Chairman, Public Utilities Commission*

Mr. Hendershot said that they are there for permission to use the RFP portion of the Purchasing Ordinance as opposed to the two-part bid process. He said that they can get a better product by going through the RFP process than the somewhat blind two-part bid process. He said that when they did this in 2005 that the 2<sup>nd</sup> highest rated firm was the firm that the then director, the business manager and he thought was the least good proposal but because their price was so low – and we don't see the prices in a 2-part bid analysis – that got them a ranking of 2<sup>nd</sup>. Mr. Hendershot said that if something had gone wrong with the 1<sup>st</sup> bidder they would have ended up with the proposal that was the least well-prepared in their judgment. He said to avoid that potential problem, they very much would like to use the RFP process. He said that they are going to do these studies and spend these consulting dollars in the next fiscal year. The work does need to be done. He said that by using the RFP process they can be assured of getting a good firm at a fair price.

Chairman Parisi asked if their concern is that a bid might reduce the company that they would not have any faith in-their performance. Mr. Hendershot said that somebody might put together a bare-bones bid and have a bid so low that we would be required to do business with them. Chairman Parisi said that it was his understanding of the Purchasing Ordinance that they do not have to accept that bid. Mr. Hendershot said that if somebody meets the requirements, we can reject all proposals but not just one that meets the minimum requirements. Town Attorney Janis Small said that they would have to get permission to accept other than the lowest bidder. Chairman Parisi said that in the justification of the decision to want to accept other than the lowest bidder, you would be required to state what the problem is but it can be done. Attorney Small concurred and said that the whole purpose of the RFP process is where you are talking about a consultant service where their qualifications are where you want to make the judgment in addition to the price. She said that if you do the two-envelope system, it is a bid so the second envelope controls 50% of the bid. She said that the RFP with respect to consulting services, it gives more latitude to value the qualifications of the bidder and the scope of the work that is being proposed. She said that you don't ignore the price but giving great weight to the qualification side of it.

Mr. Hendershot said that they have tried to point out is that the RFP process is the best way to go considering the probable cost of this effort compared to the impact it will have on the finances of the Electric Division, especially since the town's ordinance affords the opportunity to do so.

Mr. Hendershot said that they are budgeting \$45,000.

Mr. Beaumont said that Attorney Small makes a good point as far as being able to put significant weight on the qualifications of the firm(s) that respond to the RFP. He said that it allows more flexibility rather than going through a strict bid process.

Chairman Parisi said that his concern is that the specifications should be developed to the point where you should be able to get what you want in a bid process. Mr. Beaumont said maybe in the dollars but he thinks that there is more to it than that and that he wants to be able to take a look at the firms and place a value on what he sees the firms can bring to the table, money aside at the moment. Chairman Parisi said that this process is not a bid because the lowest bidder cannot be selected. Mr. Hendershot said that can happen with the two-envelope system; in fact it did. Chairman Parisi said that in the bid system, a straight bid, they could isolate the lowest bidder for any reason that they find viable.

Mayor Dickinson said he thinks that they have received studies like this in the past and had problems. They were dissatisfied with the results. Mr. Beaumont said that is a fact. Mayor Dickinson said that the result of that is unease about not having flexibility. It really is more important to be able to view work product, view qualifications and understand the record of a given firm providing this type of service than the exact price that would be awarded. He continued stating that the nature of it is complicated in that in order to do a rate study, you have to go through all of the different classes of rates and understand all of the nuances and variables. He said that is what the issue is and that trying to come up with the written specifications that would handle all of those variables and give the latitude to evaluate the professional capability of one of these firms is not best suited to a public bid process.

Mr. Fishbein thinks that almost any time when departments are looking for consultant services, an RFP is appropriate for these exact reasons. He said that he supports this. He stated that 2005 was the last time this study was done and asked about the time before that. Mr. Hendershot said that the last time was not really meaningful and that it was done in 1999 or 2000 when Connecticut deregulated electric industry.

Mrs. Rascati commented that an RFP would probably serve them better than a bid but that the Charter states that you have to go with the lowest responsible bidder, not always the lowest bidder. Mr. Hendershot said he would have to see the details of the RFP language.

Mr. Bowes stated for the record that an RFP is a public process and not an isolated one.

All Councilors present (9) by voice voted Aye. The motion passed

12. Executive Session pursuant to §1-200 (6)(D) of the Connecticut General Statutes with respect to the purchase, sale and/or leasing of property – Mayor

*Withdrawn*

13. Executive Session pursuant to §1-200 (6)(B) of the Connecticut General Statutes regarding strategy and negotiations with respect to pending litigation in the matter of Town of Wallingford v. Maria DiBartolomeo – Law Department

Mr. Farrell made a motion to go into Executive Session pursuant to §1-200 (6)(B) of the Connecticut General Statutes regarding strategy and negotiations with respect to pending litigation in the matter of Town of Wallingford v. Maria DiBartolomeo as requested by the Law Department. Mrs. Rascati seconded.

All Councilors present (9) by voice voted Aye. The motion passed

The Council entered into Executive Session at 9:00 P.M. At 9:07 P.M., Mr. Farrell made a motion to exit Executive Session. Mrs. Rascati seconded. All Councilors present (9) by voice voted Aye. The motion passed.

*Executive Session Attendance:*

*Nine (9) Councilors; Mayor Dickinson and Town Attorney Janis Small*

14. Motion to consider and approve the settlement of the Town of Wallingford v. Maria DiBartolomeo as discussed in Executive Session – Law Department

Mr. Farrell made a motion to approve the settlement of the Town of Wallingford v. Maria DiBartolomeo as discussed in Executive Session. Mrs. Rascati seconded.

All Councilors present (9) by voice voted Aye. The motion passed.

Chairman Parisi declared the meeting adjourned at 9:08 P.M.

Respectfully submitted,

Sandra R. Weekes  
Town Council Secretary  
This meeting was digitally recorded.

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Robert F. Parisi, Town Council Chairman

Date

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Barbara Thompson, Town Clerk

Date

WALLINGFORD PUBLIC SCHOOLS

142 HOPE HILL ROAD  
WALLINGFORD, CT 06492  
TELEPHONE (203) 949-6500  
FAX# (203) 949-6551

SUPERINTENDENT  
Salvatore F. Menzo, Ed.D.  
Ext. 509

ASSISTANT SUPERINTENDENT  
Martin J. Taylor - Instruction  
Ext. 506  
Director of Human Resources  
Jan Guarino-Rhone  
Ext. 508

March 9, 2010

Mr. Robert Parisi, Chairman  
Wallingford Town Council  
45 South Main Street  
Wallingford, CT 06492

Dear Chairman Parisi:

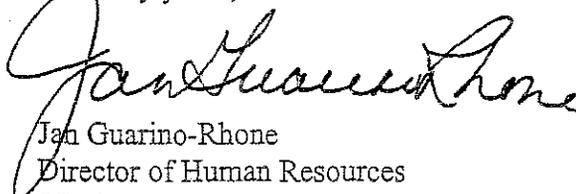
The Wallingford Board of Education approved a Memorandum of Agreement with the Educational Administrator's Association of Wallingford (E.A.A.W.) on March 8, 2010 effective July 1, 2010 through June 30, 2012.

I would like this item placed on the agenda of the March 23, 2010 Town Council meeting. It would be very much appreciated if the executive session and this agenda item could be placed early in the meeting.

A copy of the Memorandum of Agreement is attached.

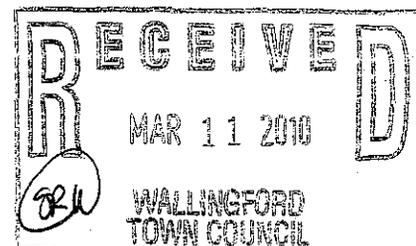
If you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely yours,



Jan Guarino-Rhone  
Director of Human Resources  
JGR/kp

Xc: W.Dickinson, Jr., Mayor of Wallingford  
S. Menzo, Superintendent of Schools  
T.Hennessey, Chairperson, Wallingford Board of Education  
P.Reynolds, President, E.A.A.W.  
Town Council Members  
Town Clerk  
File  
Attachment



# MEMORANDUM OF AGREEMENT

Between

EDUCATIONAL ADMINISTRATOR'S ASSOCIATION  
OF WALLINGFORD

AND

WALLINGFORD BOARD OF EDUCATION

---

Whereas the Wallingford Board of Education must adopt a budget for 2010-2011 and present such budget to the Town in a time of unprecedented financial challenges, and

Whereas the membership of the Educational Administrators' Association of Wallingford wishes to show leadership in these difficult times and is willing to make sacrifice for the good of the Wallingford Public Schools, and

Whereas these parties are willing to modify and extend their current collective bargaining agreement as set forth below, and

Whereas a basic premise of this agreement is that it shall be null and void if not approved in accordance with its terms, as set forth below,

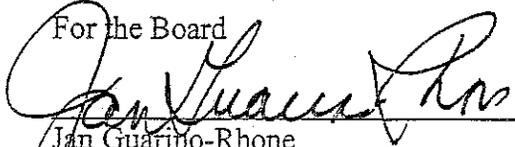
Now therefore, the Wallingford Board of Education and the Educational Administrators' Association of Wallingford agree as follows:

1. The general wage increases (GWI) for the contract year July 1, 2010 to June 30, 2011 otherwise due to take effect July 2010 will be deferred for one year and will be implemented effective July 1, 2011.
2. In 2010-2011, there will be nine furlough days since this is the closest match to the amount administrators will be foregoing by deferring the GWI they would otherwise receive in 2010-2011.
3. Each administrator must take the nine furlough days unless otherwise directed by the Superintendent. Should the Superintendent require an administrator to work on one or more of the nine furlough days, he/she will be paid his/her per diem for the day.
4. The furlough days will be taken during school vacation times and will be approved by the Superintendent, Human Resource Director and the EAAW. The furlough day schedule proposed by each administrator will be due to the Superintendent when the vacation schedules are due. Furlough days will be taken during July and the first two weeks in August, the December school vacation, the February vacation and if necessary the April vacation. High School and Middle School administrators will stagger their furlough days to ensure that the administrators in the same school will not take the same day. Elementary School

administrators will take one furlough day each week designated so that both administrators from the partner schools will not take the same day

5. The 2008- 2011 contract will be extended one year until June 30, 2012.
6. The salary schedule for 2009-2010 shall carry over without change for 2010-2011, and the salary schedule that would otherwise be effective July 1, 2010 will now be effective for the period July 1, 2011 through June 30, 2012.
7. Given this contract extension, negotiations for a new contract begin during the summer of 2011 in accordance with statute.
8. As a condition for the implementation of this Agreement, no administrator covered by the EAAW contract will be laid off during the 2010-2011 school year. Should it be impossible to avoid such layoffs, this Agreement shall be null and void and the current salary schedule shall be implemented for 2010-2011.
9. No part of the contract shall be opened to negotiations, mediation or arbitration until directed by the state of Connecticut for the end of the new contract period June 30, 2012.
10. This agreement must be accepted or rejected in it entirety by the EAAW membership, the Board of Education and the Town Council. No portion can be accepted and other portions rejected. If this agreement is rejected by the Board of Education, Town Council or any other person or group with the authority to do so, the agreement is null and void. In such case the previously negotiated labor contract shall continue, and the salary schedule previously established for 2010-2011 shall be implemented.

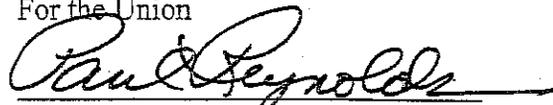
For the Board



Jan Guarino-Rhone  
Director of Human Resources

3/8/10/  
Date

For the Union



Paul Reynolds, President, EAAW

3/8/2010  
Date