

TOWN COUNCIL MEETING

SEPTEMBER 24, 2002

6:30 P.M.

Blessing

1. Pledge of Allegiance and Roll Call
2. Correspondence
3. Consent Agenda
 - a. Consider and Approve Tax Refunds (#121-167) Totaling \$13,948.97 - Tax Collector
 - b. Approve and Accept the Minutes of the March 26, 2002 Town Council Meeting
 - c. Approve and Accept the Minutes of the September 17, 2002 Special Town Council Meeting
 - d. Consider and Approve a Request by Community Development Institute Head Start to Sublet Space at the Wallingford Community Day Care Center to Operate Head Start Classes - Mayor
 - e. Consider and Approve Authorizing the Mayor to Sign a Quit Claim Deed Releasing a Utility Easement Between the Town of Wallingford and Gaylord Hospital - Water Division
 - f. Consider and Approve an Appropriation of Funds in the Amount of \$1,656 to Revenue Highway Safety Acct. #1010-050-5883 and to Police Overtime Acct. #001-2005-101-1400 in the Federal Highway Safety 2002 Memorial Day/July 4th D.U.I. Enforcement Fund - Dept. of Police Services
 - g. Consider and Approve Accepting a Donation of One Hundred Child-sized Bicycle Helmets from Police on Patrol Days, Inc., a Non-Profit Organization - Dept. of Police Services
4. Items Removed from the Consent Agenda

5. PUBLIC QUESTION AND ANSWER PERIOD
6. Report out from the Pension Commission – Chairman Robert F. Parisi
7. Consider and Approve Authorizing the Mayor to Sign a Second Modification of Easement Between the Town of Wallingford and Harbour Ridge Golf Course, LLC – Town Attorney
8. Discussion and Possible Action on the Town-Owned Former Wooding/Caplan Property as Requested by Councilor Mike Brodinsky
9. Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes with Respect to Strategy and Negotiations in Collective Bargaining – Personnel
10. Discussion and Possible Action Regarding Arbitration Award 2001-MBA-182 Pertaining to an Agreement Between the Town of Wallingford and Wallingford Management Union Local 17 of the CT. Independent Labor Union – Personnel
11. Consider and Approve a Transfer of Funds in the Amount of \$4,000 from Power Purchased for Pumping Acct. #461-8620-623 and \$6,500 from Misc. Plant Expense Acct. #461-8640-643 for a Total of \$10,500 to Administration & General Salaries Acct. #461-8920-920 in the F.Y. 2001-02 Budget of the Sewer Division to Fund the Management Contract Arbitration Award
12. Consider and Approve a Budget Amendment in the Amount of \$26,300 Increasing Appropriation from Cash for Rate Stabilization; \$2,000 Increasing Operational Labor & Expense Acct. #461-8640-642; \$5,300 Increasing Maintenance of Collection Systems Acct. #461-8661-673 and \$19,000 Increasing Administration & General Salaries Acct. #461-8920-920 in the F.Y. 2002-03 Budget of the Sewer Division to Fund the Management Contract Arbitration Award
13. Consider and Approve a Transfer of Funds in the Amount of \$8,000 from Power Purchased for Pumping Acct. #431-8620-623 and \$4,000 from Maint. Pumping Equipment Acct. #431-8620-633 for a Total of \$12,000 to Administration & General Salaries Acct. #431-8920-920 in the F.Y. 2001-02 Budget of the Water Division to Fund the Management Contract Arbitration Award
14. Consider and Approve a Budget Amendment in the Amount of \$34,500 Increasing Appropriation from Cash for Rate Stabilization; \$565 Increasing New Distribution Mains Acct. #433-9012-343; \$565 Increasing New Services Acct. #433-9012-345; \$250 Increasing Maint. Misc. Water Source Plant Acct. #431-8600-617; \$550 Increasing Pumping Labor & Expense Acct. #431-8620-

624; \$550 Increasing Maint. Pumping Equipment Acct. #431-8620-633; \$3,275 Increasing Operation Labor & Expense Acct. #431-8640-642; \$1,300 Increasing Maint. Water Treatment Equipment Acct. #431-8640-652; \$750 Increasing Customer Installation Expense Acct. #431-8660-664 and \$26,695 Increasing Administration & General Salaries in the F.Y. 2002-03 Budget of the Water Division to Fund the Management Contract Arbitration Award

15. Consider and Approve a Transfer of Funds in the Amount of \$9,609 from Administration & General – Salaries Acct. #920 of which \$3,870 is Transferred to Production Operation – Supervision & Engineering Acct. #500; \$2,237 is Transferred to Distribution Operation – Supervision & Engineering Acct. #580; \$1,779 is Transferred to Distribution Maintenance – Supervision & Engineering Acct. #590 and \$1,723 is Transferred to Customer Records – Supervision Acct. #901 in the F.Y. 2001-02 Budget of the Electric Division to Fund the Management Contract Arbitration Award – Director of Public Utilities
16. Consider and Approve an Appropriation of Funds in the Amount of \$54,540 from Retained Earnings Acct. #216 to Various Accounts within the F.Y. 2002-03 Electric Division Budget to Fund the Management Contract Arbitration Award
17. Consider and Approve a Transfer of Funds in the Amount of \$388,153 from Accrued Expenses Acct. #001-7060-800-3230 to Various Town Department Salary Accounts in the F.Y. 2002-03 Budget to Fund the Management Contract Arbitration Award – Personnel Dept.
18. Consider and Approve an Appropriation of Funds in the Amount of \$6,956 to Local Match Acct. 3207-1041-060-6000 and to Regular Salaries & Wages Acct. #207-3070-101-1000 in the F.Y. 2002-03 Youth and Social Services Budget to Fund the Management Contract Arbitration Award
19. PUBLIC HEARING to Consider and Act Upon a Proposed Ordinance Entitled, “News Racks Ordinance” – 7:45 P.M.
20. PUBLIC HEARING to Consider and Approve Amending Ordinance #485 Entitled, “Blight Ordinance” – 8:00 P.M.
21. Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss the Matter of the Town of Wallingford v. State of CT. Dept. of Environmental Protection – Town Attorney

22. Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss Pending Litigation in the Following Tax Appeals:
 - Ahearn-Rogers, LLC v. Town of Wallingford
 - Carolyn L. Asmuth, LLC v. Town of Wallingford
 - Howard Lohman v. Town of Wallingford
23. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes with Respect to the Purchase, Sale and/or Leasing of Property – Mayor
24. Discussion and Possible Action Regarding the Matter of the Town of Wallingford v. State of CT. Department of Environmental Protection as Discussed in Executive Session – Town Attorney
25. Consider and Approve the Settlement of Ahearn-Rogers, LLC v. Town of Wallingford as Discussed in Executive Session – Town Attorney
26. Consider and Approve the Settlement of Carolyn L. Asmuth, LLC v. Town of Wallingford as Discussed in Executive Session – Town Attorney
27. Consider and Approve the Settlement of Howard Lohman v. Town of Wallingford as Discussed in Executive Session – Town Attorney

TOWN COUNCIL MEETING

SEPTEMBER 24, 2002

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, September 24, 2002 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:31 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Doherty, Knight, Papale, Parisi, Rys, Toman & Vumbaco. Councilor Farrell was en route home from traveling out of the country. Mayor William W. Dickinson, Jr. arrived at 6:35 P.M., Corporation Counselor Adam Mantzaris and Deputy Comptroller Eva Lamothe were also in attendance.

A blessing was bestowed upon the Council by Eugene Riotte, Deacon, Most Holy Trinity Church, Wallingford.

The Pledge of Allegiance was given to the Flag.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#121-167) Totaling \$13,948.97 - Tax Collector

ITEM #3b Approve and Accept the Minutes of the March 26, 2002 Town Council Meeting

ITEM #3c Approve and Accept the Minutes of the September 17, 2002 Special Town Council Meeting

ITEM #3d Consider and Approve a Request by Community Development Institute Head Start to Sublet Space at the Wallingford Community Day Care Center to Operate Head Start Classes - Mayor

ITEM #3e Consider and Approve Authorizing the Mayor to Sign a Quit Claim Deed Releasing a Utility Easement Between the Town of Wallingford and Gaylord Hospital - Water Division

ITEM #3f Consider and Approve an Appropriation of Funds in the Amount of \$1,656 to Revenue Highway Safety Acct. #1010-050-5883 and to Police Overtime Acct. #001-2005-101-1400 in the Federal Highway Safety 2002 Memorial Day/July 4th D.U.I. Enforcement Fund - Dept. of Police Services

ITEM #3g Consider and Approve Accepting a Donation of One Hundred Child-sized Bicycle Helmets from Police on Patrol Days, Inc., a Non-Profit Organization – Dept. of Police Services

Motion was made by Mr. Knight to Approve the Consent Agenda as Presented, seconded by Ms. Doherty.

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

ITEM #4 Withdrawn

PUBLIC QUESTION AND ANSWER PERIOD

Pasquale Melillo, 15 Haller Place, Yalesville inquired about the status of the expansion of the Meriden Markham Airport.

John Whitney, 1185 Durham Road, Chairman of the Planning & Zoning commission stated, the status of the airport is that they are looking for improvements as far as building hangers in Wallingford so that the aircraft is tied down and under cover and they can generate a little more income with airplanes inside as opposed to being outside in the weather. They are currently creating what is known as a "run up pad" so planes can be off the runway and rev their engines up and do their systems checks, etc. They are not doing any improvements or building any hangers now. That has to come before the Planning & Zoning Commission in the future. They have been talking with the Town and trying to get a decent agreement before they come to the Planning & Zoning Commission. That is what they are doing now.

Mr. Melillo inquired about the status of the property tax dispute between Meriden and Wallingford.

Mr. Whitney could not speak to the issue.

Mayor Dickinson stated that he did not believe he was in office at the time there was discussion or concern regarding taxes. He was not aware of a dispute nor was Atty. Mantzaris.

John Kosko, 67 Whitetail Lane stated that he wanted to read a statement to the Council. On previous occasions the Council has received copies of the information to which Mr. Kosko would like to speak. He began, "September of 2001 the Pond Hollow Condominium Association of Wallingford was notified by the insurance carrier that we were in violation of a building code which..."

Chairman Parisi interrupted to say, we have had all of that information. That isn't what we use public question and answer period for. It is not for statements of that sort. If you

would like to circulate anything, I am sure the Council Secretary would be happy to make sure every Councilor here gets a copy of your report.

Mr. Kosko answered, every Councilman and Councilwoman does have a copy and I have never received any response that is why I am here.

Chairman Parisi answered, I called someone from your organization, quite frankly, and they never called me back.

Mr. Kosko answered, I have not had communication with a Council member and I don't know whether you talk among each other or not.

Chairman Parisi answered, I know that I received your last batch of papers and I did call. I can't recall immediately whose name but I think it was whoever is the...

Mr. Kosko answered, that was me. The problem I had is when I went to call back, I wound up talking with Mr. Brodinsky.

Chairman Parisi stated, I left my own number, I don't know how you got his.

Mr. Kosko stated, I wound up with his.

Chairman Parisi asked, are we sharing the same number?

Mr. Brodinsky replied, my number is listed in the phone number, that is how he could have gotten it.

Mr. Kosko stated, that is probably how I did get it.

Chairman Parisi stated, my number was left on your answering machine.

Mr. Brodinsky stated, I got a letter and I just responded to the letter.

Chairman Parisi stated, I don't want to get into statements like that, quite frankly.

Mr. Kosko asked, are you refusing me public comment because I have not received any kind of communication except for the Mayor?

Chairman Parisi replied, no, you did receive communication. You received it from me and evidently you talked to Mr. Brodinsky.

Mr. Kosko asked, I just want to clarify myself and my position, you are not going to respond to the other part unless I talk to you directly?

Chairman Parisi replied, or you can circulate your statement if you want and I will be glad to get back to you.

Mr. Kosko answered, the statement has to do with exactly what you have.

Chairman Parisi asked, do you understand what I am saying, sir? Pass it into the Council Secretary, I will be happy to call you and I am sure most of the Councilors will.

Mr. Kosko stated, I will call the Council Secretary and I will get the information. How do I get in touch with you to speak with you to talk with you?

Chairman Parisi replied, call me at 265-0431.

Mr. Melillo approached the microphone once again to propose an ordinance.

Chairman Parisi suggested that Mr. Melillo contact one, or both Chairmen of the Ordinance Committee with his suggestion.

Mr. Melillo asked what progress has been made regarding the ball field situation?

Chairman Parisi answered, it is still in court.

Mayor Dickinson replied, it is still in court and we can improve other fields that the league indicated that they didn't want to see us go ahead with. We are waiting for court resolution at this time.

Mr. Melillo asked, what is the status of the Golf Course study? Is there still a proposition to build a golf course on the Cooke property?

Chairman Parisi answered, Mr. Zappala had a meeting with the Mayor and the Town Attorney's Office. I am not sure what the result of the meeting was. Perhaps Mr. Melillo should call Tom Zappala at his business on Thursday or Friday.

Mr. Melillo asked about the status of the Simpson School?

Mayor Dickinson explained, I don't have any further information other than they're still in the process of putting financing together.

Chairman Parisi closed the Public Question and Answer Period at 6:44 P.M.

ITEM #7 Consider and Approve Authorizing the Mayor to Sign a Second Modification of Easement Between the Town of Wallingford and Harbour Ridge Golf Course, LLC – Town Attorney

Correspondence from Atty. Mantzaris and a copy of the Easement Agreement are attached. (Appendix I).

The first modification, voted on January 15, 1998, allowed the construction of 16 housing units on the south side of Harrison Road and limited construction on the north side to 31 housing units. The modification to allow some housing units on the south side was in consideration of the developer agreeing to the 31-unit limit on the north side. The second modification to the easement is needed by the developer because the said improvements to the north and south side of Harrison Road were to be completed by March 10, 2002. The Planning & Zoning Commission had already voted an extension at its February, 2002 meeting to March 10, 2005.

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

TEM #8 Discussion and Possible Action on the Town-Owned Former Wooding/Caplan Property as Requested by Councilor Mike Brodinsky

Mr. Brodinsky stated, this goes back to April 9, 2002 when the Council held a rather lengthy debate about what to do with the property. At that time I made a motion to place it on the market, list it with a Realtor so that the property could be exposed to the market for a reasonable amount of time. I also stressed the point that we could, if we so choose, protect the interest of the neighbors in the neighborhood by putting conditions on whoever might buy the property. The debate went on for several pages in the minutes and it was Mr. Toman who stated, before he voted he wanted some input from the Economic Development Commission. Councilwoman Doherty said that she also wanted to see what Wallingford Center, Inc. and the Economic Development Commission had to say on the matter so they weren't ready to vote on it at that time back in April. Councilwoman Papale asked the Mayor to get in touch with the architect and the developer to get a final answer as to what was going to happen. I think Ms. Papale was asking the Mayor to check back with the entities to see if they still had any interest. Mr. Parisi wanted an appraisal and that appraisal probably came in in June or July. All of the preliminary matters should have been cleared up. Those councilmen that had questions of the E.D.C. had about four months to ask for their advice or input. He asked the Mayor, do you have any contact with the developer? Any update on the architect as requested by some of the Council people?

Mayor Dickinson answered, yes and at this time there is interest but no specific plan. Any plan that was advanced with regard to that would require Town of Wallingford participation and there is, short of us coming forward and saying how much money we have on the table ready to go, I think there is interest certainly if we were willing to do that. If we are not able to do that, there is not an ability to finance the whole thing through some of the property owners who are in that vicinity, they were the ones concerned.

Mr. Brodinsky stated, in view of that I am ready to take up my motion one more time that we place the property on the market by listing it with a Realtor specializing in commercial

real estate and, again, the conditions we can put on it is that the interest of the neighborhoods be protected in various ways and that could be subject to some discussion. I read in the newspapers that there may be some interest in doing this by way of an R.F.P. (Request for Proposal) and I think that if you don't want to sell real estate but make it appear that you do want to sell it, then you go R.F.P. R.F.P. is not the way I would sell my house. IT is not the way I would sell any property that I owned. Therefore we should not deal with the Town's property the same way. The problem with an R.F.P. is that ;you send out a R.F.P. to a very narrow list. You don't reach everyone who may be interested and an R.F.P. has a deadline. If you put a deadline on it and a developer gets it and he is just not ready to deal with it right now because he has some other projects going or the financing can't be put in place, or he needs extra time, he may let the matter pass because of the deadline in the R.F.P. But, if you put it on the market with a Realtor it stays on the market for six months, a year, what ever it takes and this is a difficult property for many reasons. A Realtor has the ability to reach statewide people coming into the market, after the R.F.P. is delivered. A Realtor is really the way to go if you want to sell the property. One of the challenges of selling the property is that there are some contamination issues on the property that are going to have to be dealt with and I think that can be handled if a prospective buyer comes to a Realtor, then we can start talking about what conditions and price, etc. I think a listing agreement gives us more flexibility than an R.F.P. and I don't see any reason why we can't do that. IN a few moments I will make the motion again, but for now I close my comments.

Mayor Dickinson stated, I am not aware of any contamination that has to be remedied on the property. It was cleaned up as a result of when we first purchased it, there was an escrow and soil was removed. I am not aware of an additional location.

Mr. Brodinsky replied, the environmental site assessment that was done in March of 1992 listed several things. Every one of those things was done? The soil was removed? Everything was taken care of? I didn't see a follow up in the file.

Atty. Mantzaris replied, yes, shingles off of the buildings; everything was taken care of, Mike. You're right, we are still waiting for the letter of closure but everything was taken care of. It has been a long time getting it but we still don't have it.

Mr. Brodinsky asked, when was that completed?

Atty. Mantzaris answered, soon after we purchased the property. As the Mayor indicated, there was money held out of the sales price to perform that work and it was performed by an environmental firm from New Britain.

Mr. Brodinsky asked, so the dirt was removed and tested and the tanks were all tested, all that was taken care of?

Atty. Mantzaris answered, yes. The site is clean.

Mr. Brodinsky answered, thank you, I stand corrected on that.

Mr. Vumbaco asked, what is the value of the appraisal?

Mayor Dickinson answered, I don't have the appraisal here, the Town Attorney's Office has it. I haven't looked at it in a while and I don't remember the figure. Maybe you remember, Mike.

Mr. Brodinsky answered, \$950,000.

Mr. Vumbaco asked, what did we pay for it?

Mayor Dickinson answered, \$1,475,000.00.

Mr. Vumbaco noted that the property has decreased in value since 1992. Since it is the Council's responsibility to sell or maintain the properties in the Town, would the Council be willing to entertain an offer if a bona fide offer came forward from a developer?

Chairman Parisi answered, it would depend on what the offer is, I am not going to say yes now.

Mr. Vumbaco stated, if a bona fide offer came forward? In the past during these discussions, it has been adamantly stated by the Mayor that he will not sell the property, even though it is our responsibility, he said he wouldn't unless it fell within what he feels is necessary for downtown. I am asking the Council, if a developer came in with a bona fide plan, would we at least consider the offer?

Chairman Parisi answered, I feel that it is worth more than the appraised value, to me.

Mr. Vumbaco asked, why? Do you think it is worth in dollar value more than the \$950,000?

Chairman Parisi answered, as I view the property, it is worth more than what it they appraised it for because they are using parameters that are necessary to an appraisal, like exit and entrance. To me, that is not as critical as the property, itself, and the value that I place on it. I consider it worth more than \$950,000. but I am not an appraiser.

Mr. Vumbaco asked, wouldn't the value increase if, in fact, the Town had some sort of participation in it then which would only increase the Town's input into it? I think that if we do it at rough numbers, we are well into over \$2 million into this piece of property already. My personal opinion is, if a developer comes forward with a bona fide offer and is going to do something up there, I think that it would behoove this Council to consider it and vote on it. It has been sitting there now...we are going onto our eleventh year, another

year of lost taxes and all we keep hearing is the same old thing that it can be developed if, in fact, the Town participates. If town participation is anything from \$100,000 on up to God knows how much, we have already invested well over \$2 million by time we take into consideration lost tax revenue, bonding costs, the cost of the clean ups we had to do, tearing the buildings down, etc. If something comes forward I think that we should just sell it.

Mayor Dickinson stated, Jim made reference to what I stated in the past and I don't agree entirely with what he said. I have indicated that I do feel that this is a very important piece to the downtown and you can say it is worth more than an appraisal based upon that characterization and I think that would be accurate. It is an integral part of the downtown of our community and I think we have a responsibility to see to it that if it is going to develop, it is developed in a way that enhances the center of our community as we have with streetscapes. That may cost us some money. It is a question of what we are willing to invest in the community. With that stated, I don't see any harm in getting an idea of what someone in the outside would come up with in the way of a plan but, as I always say, the difficulties are in the detail. If you just put it out for sale and you get someone to come and to say they will pay us "X", you may not sell it but you will owe the Realtor an commission because you have a willing buyer. The question is, under what terms do you want to buy this property? That is where the details are. That has to be spelled out; what are the terms; what kind of proposal; what kind of offer is being looked for in order to assure that it doesn't accomplish something that we would feel is not in the interest of the town as a whole or maybe in the interest of neighboring property owners. That element has always been an issue of discussion and it has been in the past when we tried to deal with R.F.P.s on the property. How do you write and characterize what it is the Town is looking for that will enhance what is a very important part of the center of the community. Getting an idea of what interest there may be, I think that is fine but I think we do need to spell out some conditions on what it is we're looking to have happen or controls. Otherwise, virtually you have lost control of the ability to determine what you want.

Mr. Vumbaco stated, I don't disagree whole heartedly with you, Mayor, but for the last eight years at least that I have been following this thing, all I keep hearing is that it is an integral part of this town. Yet, I don't hear of any kind of thought as to what is considered to be an integral part and what is the thought process for downtown. I think the American Legion Building next door is a classic example. I think that is more of an integral part of this community because it is right on our parade grounds and you are willing to tear that down and not spend any money, yet now you are saying that we spent...in excess of \$2 million and maybe even more for a piece of property that is an integral part of this community and I don't hear what the integral part of the community is as defined, plus it is a back lot.

Mayor Dickinson replied, that raises some of the issues that have to be dealt with. Some of the property was purchased to provide access off of Center Street and there is a need to provide additional access off of Main Street. It can't be a very vibrant area without better

access. That is part of it. There was a plan advanced that had everyone pretty enthused with the improvement of a number of properties that are on Main Street and Center Street. That was unable to be advanced for a number of reasons. There was a window of opportunity, unfortunately, for a number of reasons, that didn't come to fruition but there was a plan that included residential use, some commercial use, improvements to the rear of the properties and renovation of a building for a very attractive hotel for the community. That was a plan that a number of people were enthused about. There had been plans, there had been ideas, they have not come to reality but that doesn't mean necessarily that we should give up on any plan that we would feel would be of benefit to the community.

Mr. Brodinsky stated, with respect to the listing agreement; it doesn't have to be in the standard form. It can be drafted and tailored to this situation as long as there is a Realtor out there willing to handle it on those terms. I think we can find several because it is a relatively large commission. The listing agreement could be drafted in such a way that a fee isn't earned until a contract is signed. If someone came in with a proposal willing to pay the listing price or the other details we have to agree on before a commission is earned, that can be drafted into a listing agreement, so I don't think that should be a problem. Mayor, I heard your comments but my question is, what do we do? If we follow your line of thinking, do we just keep waiting for the white knight to come and then when the white knight comes we pony up the \$2 million that we are recommending that we do because we are characterizing this as a municipal project? Under that plan we will wait another ten years or another ten years. What, specifically, is the course of action that you suggest we do?

Mayor Dickinson answered, as I indicated, I don't have a problem or objection to going out and finding out what developers may be interested in what they propose. I just express some concern about it, not being an open-ended request for a buyer but putting conditions on it, as you just indicated. That way the Town remains in control. If we are not satisfied with what is going to be proposed and I assume that anything proposed there will invite lengthy discussion regarding all of the varied impacts including on the neighborhood. That process cannot be avoided so just getting someone who is saying they will buy the property is only the beginning of a fairly lengthy process to determine if the town is willing to sell. As long as those controls and the ability to evaluate the proposal and ultimately reach a conclusion is part of it, is fine.

Mr. Brodinsky replied, I don't think we have any disagreement, Mayor. We can put it with a Realtor and we can ask the legal department to draft up some language that would be broad enough to allow a developer to use his or her imagination as to how the property would be developed and not be constrained by what the Council believes should be done. If we don't like what is proposed, we can always say no. Those conditions put into the listing agreement would protect us against a commission so those things can be worked out. I agree with you, it is the beginning of a long, drawn out process of negotiation. But I think that if we had some suggested language we could solve that.

Ms. Papale stated, the Mayor mentioned that there were many enthusiastic people. I was probably one of the most enthusiastic. I was thrilled the way we were going to work it with private developers but we, ourselves, were going to be part of the process. I remember saying as a joke that I even wanted to be one of the people to buy one of the condos there. It was going to be a beautiful, beautiful project for the town and whoever developed it but it didn't happen. I waited and I waited and it still didn't happen so the enthusiasm is leaving me as far as the whole idea of the Wooding/Caplan property. I think it is time now that something has to be done. It is just sitting there and is not doing us any good the way it is now. I understand that there are people out there that are interested in developing the property and I don't believe that we should just say to someone to go ahead and develop it and we will go along with it. We really have to sit down and go through the procedures. Because it is going to be such a lengthy procedure, we should be starting on it as soon as possible. Don't you have to make a motion before discussion?

Chairman Parisi replied, no, we do that all the time.

Ms. Papale stated, I would like to see people come in and give us an idea of what they would like to do there. If the terms are to our liking, if there is a way we can do it where we can be part of it, we can all be happy with it, I would like to get that enthusiasm moving again somehow or other. It is time. It has been there a long time and there are people now interested in that property. It is up to us now to push it.

Ms. Doherty asked the Mayor, who would be involved in drafting the R.F.P.?

Mayor Dickinson answered, the Law Department and we would also look to suggestions from Don Roe, Program Planner, who has been involved with drafting R.F.P.s before. I am not sure off the top of my head what it should look like depending on what type of document it is.

Ms. Doherty asked, would the E.D.C. have any input?

Mayor Dickinson answered, they could. Their input would probably be more germane at the point there is actually a proposal and they could indicate what they think about what the proposal might be at the point something came in. Anyone can suggest legal language I just find there aren't too many who would want to get involved in any aspect of it.

Mr. Rys asked, if you put this property up for sale, you put stipulations on what you want to see there, is this something that is going to attract someone who wants to buy property?

Mayor Dickinson answered, maybe, maybe not. I don't have any basis for determining that one way or another.

Mr. Rys stated, if you put property up for sale, generally someone comes along and puts what they want on that property just as long as it conforms to Planning & Zoning. To put

property up for sale and tell them what we want to see on the property, I don't see that happening.

Mayor Dickinson replied, it certainly can happen. I think often when it is state or governmentally-owned property or the government is involved where it is an urban area that is the subject of renewal of some kind, there are conditions, directions that must be obeyed. I don't think it is an impossible situation at all for someone to come forward and do what we want. Maybe we don't say we want something specific but we say that we are willing to evaluate an offer that is made to us to see if we think it will be a use that we would approve and we would reserve the right to make judgment of sale based upon public discussion and ultimately a vote of the Council. It would have to be subject to your ultimate vote. It is a matter of judgment and discretion and it would have to be subject to that. I am guessing that you don't want to commit yourself to whoever comes along with the best price and that is the deal that you will take. There would have to be language that would restrict our commitment to sell to an actual vote by the Council. You won't know if there is something out there like that until you try.

Chairman Parisi stated, that is more or less moving toward an R.F.P. then. It sounds like it.

Mayor Dickinson answered, you can characterize it either way. Putting conditions on it moves much more toward an R.F.P. in my mind but what label you want to put on it, as long as it does the same thing, it doesn't matter what the label is.

Mr. Toman stated, today, in the financial markets, interest rates have move to where they were in the Eisenhower Administration. The point being that the stage is set for maybe a year or so from now for a better real estate market. I think there is a golden opportunity coming up here to find an appropriate developer. My problem with this is, I think it should be spear-headed by the Economic Development Commission and I don't think that has been a top priority with them. I would urge the Mayor and the EDC to maybe move it to the front burner because the return on our investment has not been good and yet we hear that the appraised value seems to be a good deal lower than what was paid for the property a good number of years ago. I would think it is incumbent upon the EDC to go out, make the circle wider, find out from a wider geographical, maybe even a national search to find out if we can flush out some real estate developers who have some interesting ideas and I am sure that there can be restrictions that we and the Mayor can place on a developer's interest so that the Town can get a reasonable development of this property. We might find that this is a dog...and we might find that it is going to be very difficult for retail or hotel or any kind of consumer-oriented business coming in there and getting the taxes that Mr. Vumbaco is talking about. I think we have to widen the search and I don't feel we have made that kind of effort. The low level of interest rates now could spark more interest but the search has to be wider. That would be my suggestion; a more concerted effort with the EDC and I would like to hear what the EDC has done. I want this to be a

top priority with them and I want to hear what they have done or what kind of plan they can work up regarding this.

Robert Sheehan, 11 Cooper Avenue stated, this has been going on a long time and I don't know why the Town has to be involved in any development of that property; we have to be a partner with somebody. That is beyond me. I am a great believer in a free enterprise system. If you are a developer and you have access and you purchase a piece of land and you go to Planning & Zoning, you know what the use is and whether it will stand; you don't need a partner; you are there to make money. The Mayor says it may cost us up to \$2 million with a developer in there. We have had it eleven years and there has only been one plan that got everyone going. I haven't heard any yet and if it is so integral a piece of property, over the course of eleven years, this Administration should have come up with something. Something should be sitting on that land, I don't care if it is housing for the elderly. Something should have been done in the eleven years. Evidently, we don't have the money and we are not. Sell it free and clear; put any caveat on the purchase price and we are not involved. When the first plan came up I said that I was going to go up and park my car on a \$2 million parking lot because that is what the Town would own. That is poor planning; that is poor business. It is long enough. If the Town is going to do something with it, then do something with it or sell it. Don't let it sit there and become a blight.

Lucille Trczinski, North Elm Street stated, personally, I am happy the Town brought the property, even if they paid \$1.5 million for it. The appraised price may be \$950,000 but it certainly will sell for a lot more than that. I think the Town should have input into what goes on there and it shouldn't be just sold to somebody who does what ever they want because it is an integral part of the town. If it were my property, if I owned it, I would sit down and draw up a list of covenants and restrictions that I wanted on that property as many developers do. There is virtually no lot in Wallingford, or very few, that are sold without covenants and restrictions; you either buy into it or you say, it is not for me. Then I would market it with a very large commercial real estate agency and I would market it nationally. I disagree with people who say it is not a viable retail commercial area. I think it is a wonderful commercial, retail, residential area. Believe it or not there are lots of people out there who would be interested in that. After an offer came in, you already know now that the person is willing to talk to you about the covenants and restrictions that you have put on it. You can sit down and have a give and take discussion. Once the property is sold and has gone through Planning & Zoning then, after the Town has had all of its input from the covenants and restrictions in the beginning to the regulations that have to be met by Planning & Zoning and there may have to be some special exceptions, now the Town and developer both are pleased. My concern is, when that happens, will the developer own that property outright? I have inquired of several people and know one can give me a straight answer as to whether or not, once the conditions have been met that the Town has imposed, and once the person has gone through Planning & Zoning, will that developer now own that property? Or does the Town feel that it should still have some ownership and control? If someone comes in and is willing to pay \$1.5 million, buys into all of the covenants and restrictions and then goes through Planning & Zoning and meets

those regulations, they are not going to want to invest that money if the Town still has ownership. The purchase price is only the beginning.

Mayor Dickinson stated, for myself, I would think that if we are going to sell it and our covenants and restrictions are met, then we would no longer own whatever we sold and it would be owned by private party and potentially subject to those restrictions thereafter but the Town would have no ownership over that which it sold.

Ms. Trczinski continued, I think there is a big difference between an R.F.P. and a listing agreement. The R.F.P., you are looking for someone to come to you with an idea. Here, you are saying, this is what we have, this is what we would like; we have decided what we would like to have. These are our conditions and now we are going to put it out there. Now you have eliminated all of the people who are not interested and you are pulling in the people who are interested. I think it is a viable, highly-sellable piece of property at a price higher than \$950,000.

Mr. Parisi stated, the R.F.P. would have restrictions in it.

Ms. Trczinski answered, I think it is a more tedious way to go; a roundabout way to go as opposed to saying, "this is what we have and this is what we would like there and these are the conditions we are asking you to meet or accept." Someone will look at it and say it is not for them or someone will be very interested in it. Now you are not searching for the buyer, the buyer is coming to you.

Mayor Dickinson asked Ms. Trczinski, as a real estate resource, where, in this instance, it requires a majority of the Council to ultimately decide we are selling the property, that vote is either going to occur at the time the restrictions and covenants are agreed to for the listing or will occur at a subsequent time after review of what comes in, if the covenants and restrictions are such that virtually anyone who meets those, the property is sold, then that is one scenario which is more like a listing. If it is only subsequent to receiving a proposal and a review by the Council and ultimately a majority vote reserving the vote, that, in my mind, colors it much more like an R.F.P. where you have that ultimate discretion and that is where I am not sure how to characterize this.

Ms. Trczinski answered, the seller is always in the driver's seat. The seller has the right to sit down to a buyer and list the covenants and restrictions that have been put on it. The buyer now states how many they are willing to adhere or agree to. The seller does not have to sell just because someone meets his price. The seller can turn away price because he doesn't like the contingencies or doesn't think the buyer is strong enough to follow through; there is a million reasons why a contract does not have to be accepted. As a seller, you have got to get your ducks in a row and say, "if you start this project, we need to know you have these resources, resources that will allow you to finish it", in other words, they are strong financially. You would want to know that they can start it and complete it in three years. You would have to see a business plan; what will be done what

they get it there. You don't want something that is there and no one leases or rents it and you are not collecting any rent and it just becomes a big shell of an empty property. It takes work but, in my opinion, the way to go is to say to the general public, "this is what we want to do here, are you interested or not? Here is the price we are putting on it." The least of my concerns, as a taxpayer, would be the ultimate dollar price we get, even if we put \$1.5 million on it and you have \$1.2 or \$1 million, as long the most important part is they are strong financially and they are willing to meet the requirements or wishes and aspirations of the Town. In my opinion, doing an R.F.P. is doing it backwards. I would list it with a larger, commercial company who is able to bring in a buyer that doesn't have tunnel vision. Someone who is excited and enthusiastic about it. That is what you really need to do.

John Whitney, 1185 Durham Road urged the Town not to try and market the property at this time or any time in the future. The Town spends millions of dollars buying open space to leave it open for many reasons and this piece of property in the uptown, rushing to put it on the market to try and get \$900,000 to \$1 million in revenue which is a small part of the Town's budget for any given year is not a responsible thing to do. If the Town agrees to market the property, it should retain ownership of it.

Wes Lube, 15 Montowese Trail stated, Mr. Toman is right, we are all aware that interest rates are low but they are low for a reason. Part of it is a reflection of interest by commerce so on the one hand you have low interest rates but on the other hand you have far fewer potential buyers because expansion is not on the desk or table for many of these large companies or developers. Over a decade has gone by as we have seen this property lie idle and having no apparent interest in developing it ourselves, now the question is, how do we go about having someone else develop it? Let's keep in mind the Charter which says that the nine council people are the ones responsible for buying or selling land such as this. You are responsible for its original purchase and now it is your bailiwick to decide exactly how it is used. What ever you decide should be put together by the Law Department but they are not the ones who should decide what that price shall be. They are not the ones to decide what the use shall be. They are merely carrying out your instructions. You don't have to try and tell them what your thinking is going to be. I think it will be entirely proper to have a work session at which time all of your ideas will be put on the table and you will have a chance to kick it around. It would not be appropriate to attempt to resolve anything like that at this type of meeting. A developer's interest is going to be in direct proportion to the scope of use. If you tell a potential pool of developers that you would like a hotel or any one use, you are going to find that will automatically diminish the size of the pool. The more potential uses this property has, the broader the interest will be on the part of potential developers. Every area of our town, historically, has always had its use controlled by the Planning & Zoning Commission, not an R.F.P., not a listing agreement, are the ones who should be determining what the use of that property should be with your input, no doubt. They are the ones who could set the regulations, if necessary, create an entirely new zone just for that one parcel. You can tell them what you would like to have but they are the ones who would have the ultimate say

on what the zoning regulation would be. That would be following the format that we would use with every other piece of property in this town. Why do we have to do this one any different? Once the Planning & Zoning Commission has established that zone and determined what the uses may be, you then would only have to determine what you want to have in the way of a listing price, knowing full well that the potential use of that property is already pre-determined by Planning & Zoning. You don't have to worry about that. The system has been working over and over and over and, in contrast, I can't recall ever having success with an R.F.P. Let's go back to the old system. You have borrowed a decade trying to find out nothing so it doesn't matter if it is going to take time to do the job right, take the time and do it right.

Chairman Parisi replied, did you say you didn't care for the R.F.P. procedure?

Mr. Lubee answered, there is no point in it. I recommend involving the P&Z and creating a zone for that property and, with joint input from your board and the P&Z, determine what the uses shall be in that new zone. Then, list the property. All you will have to determine is what you will have as an asking price. The use will have been pre-determined by the zone. There is no R.F.P. involved.

Atty. Small stated, I agree with Mr. Lubee to a large extent. The issue of the R.F.P. versus a listing agreement, you need to do something before you get there. Mr. Lubee has said that and Lucille has said that. You have to decide what you want, whether it be the full Town Council or you appoint a committee to look at it, you have to decide what you want or maybe even more importantly, what you do not want on that site so that you can tell someone what it is you are looking for. Until you do that, I will assist in the drafting of an R.F.P. but I will tell you that I will leave the bulk of it blank until you say what you want and don't want. You may decide that you want a use on the site and that you will need a change in the zoning regulations and you may wish to go and pursue that so that it is a done deal prior to marketing the property. Whether you go R.F.P. vs. listing agreement, you need to decide, as the Council, the ones who are going to sell this, what you want and what you don't want on the property.

Chairman Parisi asked, what is the difference between an R.F.P. and a listing agreement? I am not aware of a listing agreement.

Atty. Small explained, with a listing agreement, you will select one Realtor to market the property. As I was sitting here I was thinking aloud, whether or not if you put out something that is equivalent to an R.F.P. whether or not you couldn't include some protection for a broker's fee if more than one were actually looking at it; if one broker brings it or another broker brings it so that you actually open it up more. I am just thinking out loud when I say that which, of course, is always dangerous. I think Lucille's comment that you use a listing agent and that you want someone who has a great deal of exposure beyond the immediate area, that would seem like a wise thing to me.

Chairman Parisi asked, the major difference really is then, selecting one person to market it versus advertising and asking people to come in?

Atty. Small answered, the R.F.P., you are dealing directly to the developers and you are hoping that they have seen your request that has gone out for a proposal where the listing agent will be more proactive in attempting to get a particular developer for you. Either way, you have got to know what you want.

Patricia Sittnick, Prince Street stated that she took a walk to the property today and noticed a lot of humming from generators behind the telephone company, fire house and police station. She could not see how anyone would want to reside in condos in the location with that kind of noise. She felt that some left over asphalt from road projects could be used to surface the area and some wildflowers could be planted in with the tall grass. Bumpers could be put in where cars are parked. The property is not idle. The land was not purchased not only for ourselves but for future generations. Some open space should be saved for young people to be creative with in the future. The Town should retain ownership of the property for perhaps the youth of the community will have a better idea that will suit the community in the future. If the property is sold that opportunity will be lost forever.

Candy Grana, 53 Summerhill Road, President of Wallingford Center, Inc. asked, why not put together some kind of building committee like you did for the school building project? It could have representation from Planning & Zoning, Don Roe. Lucille has given this a lot of thought and her ideas are wonderful. Someone from Wallingford Center, Inc.; representation from the Council; get together what you would like to see back there and then you would have a better idea of where to go from here; that would be a great start.

John Bradley, Academy Street stated, I am a neighbor of the property and we have met with the Mayor several times over the past couple of years and have talked to the Council. The neighbors on Academy and North Elm Streets are concerned about the same things the Council are; to keep a strong and vibrant Wallingford downtown. We are not opposed to development, I don't believe, we just believe that this is a critical piece of making the downtown Wallingford a strong center. There's plenty of examples around Connecticut where the downtowns are not strong or are falling apart. I echo the comments of the woman from Wallingford Center to say that we need a vision for this piece of property. The vision should be a combination of the merchants, residents, Council and Town. I don't know if that is the Economic Development Commission or some special appointed commission but we really need to sell this property so that people will want to come in it. If a developer was out there that wanted to buy it, I think they would have made the offer by now and I think we all need to get on board a program that we all like and support and go sell it to make downtown Wallingford strong and vibrant which is what we all want.

Pasquale Melillo, 15 Haller Place, Yalesville stated that he felt the hiring of a real estate agent should be put out to bid. He wondered how the value of the property could be appraised lower than what the property was purchased for years ago.

Chairman Parisi stated, the true value of the property is what someone is willing to pay for ownership of it.

Mr. Melillo stated, the property should be marketed nationally, statewide and locally to attract as much competition as possible. There should also be a tax incentive for anyone interested in the property. It should not have a price attached to the property; a free market will create a great deal of competition.

Jack Agosta, 505 Church Street, Yalesville asked, are we going to sit on the idea of starting a committee or are we going to do something about it?

Chairman Parisi replied, that is not a proper question. I am not going to answer it. We are getting a lot of good ideas tonight and we have a lot to think about.

Mr. Agosta asked, what is the next step?

Chairman Parisi replied, we will determine that after what we have heard tonight, I am not going to make a snap decision tonight.

Mr. Agosta stated, I have been hearing about this property for five or six years now and this is the most positive thing I have heard from the public, I hope you take it serious.

Mr. Brodinsky stated, there are a lot of good comments and suggestions coming from the audience and I appreciate them. I am going to address some of those with some comments. Chairman Parisi asked the difference between an R.F.P. and a listing agreement. With a listing agreement, you place the property with a Realtor and the Realtor attempts to find buyers for as long as the listing agreement is in effect and there is virtually no limit to the potential customers or number of customers or location of customers or identity of customers and we have someone out there pushing the property. An R.F.P., you have to have a mailing list or who do you send it to? Right away you have limited your market to those developers that you know. Supposing there's a developer that you don't know that lives in Tallahassee and he is not on your R.F.P. mailing list, he'll never know about this. But with a Realtor, he will because a Realtor will do everything in his order of power to earn the commission by getting the word out every single day. An R.F.P.; the word gets out one day. It is mailed, it sits on someone's desk and if that potential purchaser isn't interested in that day, he throws it out and that ends it. There is a big difference between R.F.P....

Chairman Parisi interrupted to say, R.F.P.s are followed up by phone calls sometimes to ensure that there is an attempt to gain a response.

Mr. Brodinsky continued, there is a comment or concern about, why sell it now? We bought it in 1991 and I think the thinking is, we want the property to be productive for first, the taxpayers of Wallingford to get it back on the tax rolls and also to have it productive for the center of town; to have it draw in customers, to have it draw in people if that is possible so that it is more of a benefit to everybody by making the property productive subject to controls that will protect the neighborhood in the area. There was a comment about making a snap decision. We bought the property almost a decade ago, I don't consider finally making a decision as to the general direction we want to go, a snap decision. Besides, this was on the agenda in April of 2002. From what I hear, this has been thought about and agonized over for many, many years so there is no snap decision. This is after a long period of time that this has come to a point where maybe we can make some progress. It was Atty. Small who said that we have to decide what we want and I am a little leery of that because I am more interested in knowing what a developer may propose and I don't want my suggestions to limit or the limitations of my own imagination to limit what someone else may think of. While I may think of several ideas, I may miss the one that a particular developer is interested in doing and it may be a very good idea. I think we readily agree that we need things like buffers and we need things to guard against light pollution and sound pollution, and those aren't hard to agree with but to decide that we want apartments rather than a hotel or start to make choices, limits how we can market this. Let's find out what a developer has in mind, then if we don't like it then we can say no. The details of the listing agreement can be worked out at a later time. The details of the sale and some people have referred to that as covenants and restrictions; that can be worked out at another time or venue. I just want to make one step in some direction tonight and as long as we know the general path, we can work out some of these operational details later. The motion I made in April was to list the property with a qualified Realtor specializing in commercial real estate with a statewide reach. Based on the discussions we can change that to nationwide reach and that the listing be in accordance with our bidding procedures. I would strike that and say that the listing agreement should be subject of the approval of the Council and that the terms of sale should also be subject of the approval of the Council. If this motion passed, we have made the step of deciding that we want to go with a Realtor and listing agreement. At another time or at another meeting or whatever we want to do, we can start working out some of the details.

Motion was made by Mr. Brodinsky to List the Property with a Qualified Realtor Specializing in Commercial Real Estate with a Nationwide Reach and that the Form of the Listing Agreement and Conditions of Sale be Decided by the Council at a Later Date, seconded by Mr. Vumbaco.

Chairman Parisi stated, you over-reacted to the phrase "snap decision."

Mr. Brodinsky apologized.

Chairman Parisi accepted the apology and asked, how would you approach the hiring of a Realtor for a listing agreement?

Mr. Brodinsky replied, we can discuss a flat fee rather than a percentage because this is a little bit unusual. That could be by a bid with the qualifications of the bidders the bar being set very high, we would have to get some advice as to what criteria we want. Obviously, it has to be a large operation with a national reach. That can be done. We can do that by bid or by R.F.P.

Chairman Parisi stated, when you made your motion you didn't want any real restrictions on the procedure and now, it is coming about to that in the selection of the Realtor. We have to establish all kinds of criteria, which is fine.

Mr. Brodinsky replied, I think you want that if you want to see it listed. Again, we can discuss that now or we can discuss that later, I think we ought to discuss it later and agree in principal that we want to list it with a Realtor. All the details about that, we can agree to at another time. I don't want the concept to be bogged down in some of the minutia of some of these other things. If we can agree on the concept, we have a general direction. That is all I am trying to do, get the concept going and then all these little problems and obstacles you may want to raise we may work out. I don't think we will have any problem finding a method to pick a Realtor.

Mr. Knight stated, I have withheld any comment prior to this because I was really interested in listening to some of the people in the audience that have either Planning & Zoning experience or real estate experience. This is an area where the Council has very little expertise and I am very confused about why it is so advantageous and why we would be casting such a wide net to give it to one real estate developer when with the issuance of an R.F.P. we could open it, if we market it aggressively, which I think we have the resources to do, that we could open it up to literally hundreds of potential developers instead of just one real estate firm that will, indeed, go out and find a real estate developer. That is my first question. My second question is, I am very uncomfortable just saying that we are going to market the property and we will worry about the covenants and restrictions later. Yet, what we also want, and I totally agree with you, Mike, that we want to try and attract or at least make contact with the most creative developers, the most creative people in the business of developing somewhat urban areas. I don't necessarily believe that creating a set of covenants and restrictions within the framework of the Town Council will necessarily reach that end. I am thinking of this evening about inner harbor involvement. I don't know how many of you have been there. It is an unbelievable development in the heart of what was, prior to its development, a city precariously on the verge of collapse. Baltimore is a tired, old, industrial town that now has one of the most creative, interesting fun places to be in the eastern United States. I am not sure, I have no idea what the history of it is, but I imagine that someone came to the right people of Baltimore and said, "we want to do that." But I bet that if the people in Baltimore said that they were going to buy the property and then put a bunch of covenants and restrictions on it, that something like

inner harbor would have never come to fruition. I believe strongly two things; one, that it should be developed. I am glad that Mike has stayed with the idea of continuing this conversation. Where I don't agree with him necessarily, that giving it to a real estate person, one real estate firm, is truly the answer. I really believe that we can successfully cast a very wide net and attract the most divergent set of plans and ideas and concepts for the development of this property through an R.F.P. procedure. I would support that. I certainly would support moving forward with some kind of public effort to do something with the property. My most important consideration is that the Town of Wallingford maintain control of how this gets developed. We, all along, have the yea and nay say so over whether or not a given project that is brought to us fits the concept of what we think will be successful in our town. To that extent, I think Candy Grana's idea has merit. An ad-hoc committee of all the different interested parties would be a very positive first step. I am very uncomfortable with just listing it with one real estate agent and then saying that we look into the covenants and restrictions later.

Mr. Toman stated, I agree with Mr. Knight. I understand the frustration of the motion that is being proposed. It seems like a quick fix solution at this point. I think there has to be a better marshalling of efforts to keep this going and to present a more logical and more thought out approach using the Council's ideas, the Mayor's Office ideas and the Economic Development Commission, the 500 lb. elephant that isn't in this room tonight. It would seem to me that, although I sympathize with the motion that is being proposed, I think it should be a more comprehensive effort. I can't support this particular motion but I do support a more comprehensive effort being made on the Town's part and I will pledge with Mr. Brodinsky to keep the idea going. Even with the Economic Development Commission coming forward before the end of the year giving us their views as to who should be a listing of which corporations or search firms should be looked at to carry out from here in wider and wider circles the idea of this development and how much it would cost because we haven't talked much about that. I can't support this particular motion.

Mr. Brodinsky stated, there was a comment from Mr. Knight about giving it to just one Realtor and that might limit the marketing efforts. By giving it to one Realtor, you are really giving it to hundreds of thousands of Realtors because of Multiple Listing. The reason why you should sign with one Realtor is because that Realtor is going to want an exclusive and that is probably how you are going to have to do business. Once that Realtor gets the exclusive agreement, then that Realtor is free to co-broke or go into a partnership arrangement with other Realtors that may have a reach in California, Florida, Pennsylvania or New Haven or Stamford, etc. Going with one Realtor is going with hundreds and thousands of Realtors and that is the advantage that a Realtor has over the Economic Development Commission. The Economic Development Commission is not in the business of selling property. Subject to our criteria, the market should determine what will fly in there, not the Economic Development Commission. They may have some ideas but they may be too restrictive. It may be a developer that has an idea that the EDC has not thought of and we should entertain that. I don't think the EDC, with all due respect to them, I don't think they are an appropriate player in this decision.

Mr. Vumbaco stated, I think an R.F.P. will end up limiting ourselves. You can say that you are going to send it out to as many potential developers as possible, Steve, but I don't think you are going to be able to generate the mailing lists or the potential contacts through advertising in trade journals or mailing out, however the normal R.F.P. procedures go. I think this would be a first baby step forward but at least it would be something that this Council would be deciding to go forward with. I do agree with Mike in that a real estate agent does open doors nationally, if not even internationally. Yes, I have been in Baltimore. You can give us a harbor up here on Center Street and we will develop that thing over night.

Chairman Parisi stated, I would like to see the Council form a committee. I would like to see some real estate people serve on that committee and the names that were mentioned. Let that be the first step and then move forward from there and decide whether or not the listing versus the R.F.P. is better. I am still maybe not understanding this listing business and I am not going to take a lot of time with it but I would think that any Realtor selected through an R.F.P. process would still have the same tools available that all Realtors share and that is the multi-listing that allows Realtors to stretch all over the world. I don't believe they are overly-limited. I just think the first step forward should be a building committee that is formed. Everyone has said that they are not in a hurry but they do want to move this forward. I want to move this forward, too but I do recall that its government and not the private sector. We have to operate a little differently here and be a little less efficient but it seems to be the mold that we are in. My recommendation would be that I would support that if someone would make a motion that we start out with a committee and move forward from there and encompass everything that has been brought up tonight.

Mr. Brodinsky stated, the first step for this committee would be to get this motion passed. The committee, if you want, could work out the details, but you can try that. There ought to be deadlines so that we know when the committee forms and when it issues its report. We have had committees in town; the Golf Course Study Committee that has been in existence for many, many years and has not turned out a golf course, with all due respect to the Golf Course Committee, through no fault of their own. All I am saying is, committees are good but you have got to have a result.

Chairman Parisi added, and it depends on the obstacles that the encounter.

Mr. Brodinsky stated, and you have to have a result, but the committee also needs some direction and if one is formed. The direction would be with the motion. We want to list it; we want to list it nationally; we want to sell it. That is our decision.

Chairman Parisi replied, my own personal preference is that I would rather have the committee tell me what they feel is the best procedure versus the Council making that decision but that is just my opinion.

Mr. Rys stated, if you are going to form a committee, was it mentioned that there should be a representative for the residents in the North Elm Street and surrounding areas?

Chairman Parisi stated, every Councilor will have one pick for the committee and the Mayor's Office has something like two, I guess. Within that mixture, let's hope it falls, Ray. That is what we normally do, I am not saying that is where we have to go.

Mr. Rys commented, if you have nine Councilors and seven decided to pick residents of North Elm Street; maybe there should be some criteria as to who should be on the committee and then the Councilors could pick. It is just a suggestion.

Chairman Parisi stated, I don't know how we would restrict someone. I would hope everyone would be as careful as they could with their selections.

Mr. Toman added, I would think that you would want at least two Councilors rather than having just the Council appoint. I think there should be Council representation on the committee as well as Economic Development representation.

Chairman Parisi stated, we have to be aware that if the committee gets to be too large of a size, it is going to be very difficult to manage and we don't want to lose site of that.

Ms. Papale stated, I don't know if I agree with you as far as how to put this committee together. I think this is different than a school building committee. What if six of the nine of us come up with real estate representatives and only one person from the neighborhood gets picked? I think we have to try and do it a different way so that it is a very well-rounded committee.

Chairman Parisi stated, if we get six real estate names, we can trim it back.

Ms. Papale stated, we need a variety of people.

Chairman Parisi stated, it is difficult to control the selection of a committee until...I understand your point and don't disagree with it. We have to wait and see how it all works out.

Ms. Papale requested that the motion be read back to her.

Council Secretary, Kathryn Zandri, read the motion back to Ms. Papale as follows:

List the Property with a Qualified Realtor Specializing in Commercial Real Estate with a Nationwide Reach and that the Form of the Listing Agreement and Conditions of Sale be Decided by the Council at a Later Date.

Chairman Parisi stated, I am not supporting the motion as presented. I am going to stick to my guns on the committee.

VOTE: Farrell was absent; Brodinsky, Papale & Vumbaco, aye; Doherty, Knight, Rys, Toman & Parisi, nay.

Motion Failed

Motion was made by Mr. Toman to Form a Committee to Put Together a Plan of Action to Market the Property under an R.F.P. Format and the Chairman Include on the Committee Two (2) Members of the Town Council, a Mayor's Representatives and members of the Public that the Chairman Feels would Add Expertise.

Chairman Parisi asked, may I ask you to alter one part of that? Would you allow the committee the latitude to recommend either the listing procedure or the R.F.P.?

Mr. Toman agreed.

Mr. Knight seconded the motion.

Ms. Papale stated, if that's the way we have to go, we have to go that way but, we have the public here. We have the experts out there that are talking to us about R.F.P.s and why we should and why we shouldn't and you ignored everyone. We all have our own opinion but then we wonder why the public doesn't want to get involved.

Chairman Parisi stated, half of these people may be on the committee, you don't know that yet. Let's not count them out. I know who I am going to appoint already.

Mr. Brodinsky stated, I would hate to see us get bogged down in forming the committee and the selection process. This is the Council's job and this is not a complicated concept to list it with a Realtor. Committees can be great but we have nine people up here charged with making a decision. It could have been made tonight, there really is no obstacle to do that. We could have made the decision to place it with a Realtor and have a listing. My concern about a committee, again, is that we are here six months from now and we don't have a course of action. I have concerns about how the committee is going to be selected. It burdens the process; it bogs it down. I think this Council could have and should have passed that motion and given some direction. We could have then, if we needed to, get some further expertise on the details of the sale or listing. That is all we needed to do. Because there is no way an R.F.P. is going to be adequate and the listing agreement is so obviously the way to go, that motion should have been passed and all of these other details can be worked out later on. I am going to vote against this in the interest of getting some progress.

Ms. Papale stated, we are not voting for a committee to appoint an R.F.P., we are voting for a committee to decide how we are going to go with this. We are not voting for an R.F.P.

Mr. Brodinsky stated, I meant to say, if the committee suggested an R.F.P., I would still say we need a listing agreement so that doesn't get me anywhere.

Ms. Papale stated, but we've got it going by starting the committee. We will put the people on the committee that are the experts in this field.

Mayor Dickinson stated, I understand the motion and I understand there is concern about the vehicle to use, be it R.F.P. or listing but, I think the most important issue for the committee to deal with is, what it is that we are putting out for listing or R.F.P. or whatever. The real substance of this is what the Town wants to see happen. That is going to take time and effort to reach a consensus regardless of the vehicle used. The committee is not just determining what vehicle to use but it will be making a recommendation as far as what the Town is interested in seeing on the property.

Chairman Parisi stated, I recommend that the committee invite Councilors and the Mayor and anyone else they think is appropriate to bring forth suggestions as to what they want to see on that property and they are free to do whatever they want to do and, hopefully, they will use their imagination. I commend you, Mr. Brodinsky, for bringing this to the table.

Pasquale Melillo, 15 Haller Place, Yalesville asked if there will be an equal amount of democrats and republicans on the committee?

Chairman Parisi replied, we are not going to look at political affiliations. We are going to look at people who are well-versed in this area and productively concerned and who have a sincere desire to do justice in this situation.

Mr. Melillo stated, there is no democrat or republican that has any more expertise than the other. The smart thing would be to have equal representation on the committee.

Robert Sheehan, 11 Cooper Avenue stated that he is all for committees, they do a valuable job but, in this instance, there were two real estate professionals here who gave their opinion tonight. If you put this out to a committee, you are adding, not only which way the property should be listed but a lot of other things such as what they would like to see on the parcel and why. That is a long process like the Mayor said. This is nothing but another delay in the process. Either you want to sell the property or you don't. You had two people tell you to list it and that an R.F.P. was not practical. You want to spend the time six months from now, we can do this again, because this item usually comes up once a year on the agenda. Eleven years is enough of this, we have to move off the dime. I have no question in my mind that a committee that you form will do its job admirably but, on the other hand, if you load the committee up with a lot of minutia and it is going to be a

long time before you get, however many people are on that committee to agree, or the majority to agree.

Chairman Parisi replied, it is a democracy.

Mr. Sheehan continued, I think you should have taken the first step and probably voted for Mr. Brodinsky's motion. You say you want to go the other way? That is entirely up to you and your right. I am just afraid a year from now we will still be in the same place we are tonight, which is basically nowhere.

VOTE: Farrell was absent; Brodinsky & Vumbaco, nay; all others, aye; motion duly carried.

Each Councilor will submit the Name of One (1) Appointee, and the Mayor's Office submit the Names of Two (2) Appointees to Serve on the Committee and the names are to be turned into the Town Council Office prior to the next Town Council Meeting.

ITEM #6 Report out from the Pension Commission – Chairman Robert F. Parisi

Fred Valenti, Chairman of the Pension Commission introduced William Farrell, also a member of the Pension Commission to the Town Council.

Mr. Valenti reported, we have two portfolio managers; Fleet Investment Advisors that is a growth investor; and Trinity Investment Managers which is a value investor. Each of the managers invests their portion of the funds on a 60/40 basis in equities and bonds. In the early 1990s Wallingford became fully-funded. There was enough money (in the Pension Fund) and if the Town were to cease to exist there was enough money to pay all of the people (retirees) whatever we promised them. In 1997, the Town made its last contribution to the Pension Fund. Since that time the Town has drawn \$24 million from the Pension Fund to pay the monthly benefits to the retirees. For the year ending June 30, 2002, Fleet Bank, in the last twelve months had a loss of 10.85%. Trinity had a loss of only 1.5%. If you go back to 1990, when the last bull market started out, Fleet Bank had earned in a record average of 10.07% return and Trinity was 9.9%. All those years when the stock market was really booming, Fleet out-performed Trinity and in the last two years Trinity has now caught up and passed Fleet. Right now our balance in Fleet Bank is \$56,310,000. Trinity has \$61,433,000 for a total of \$117,743,000. Our liabilities was \$115 million so the Pension Fund continues to be over-funded as of June 30, 2002.

Pasquale Melillo, 15 Haller Place, Yalesville asked what the 40% allocation was invested in? What investments comprised the 40% allocation?

Mr. Valenti answered, Trinity, being a value investor, they don't manage the bond fund at all, they just buy government bonds and let them run until expiration. Their return is

slightly lower where Fleet Financial does get into corporate bonds. Over the last ten years, with regards to the bonds, Fleet has returned approximately 8.55% and Trinity, 7.3%.

Mr. Melillo asked, what kind of a contract do we have with Fleet & Trinity? Is it a one, two or three year contract?

Mr. Valenti replied, it is ongoing and with appropriate notice we can change at any point in time.

Mr. Melillo suggested that the service be placed out to bid.

Jack Agosta, 505 Church Street, Yalesville noted that the fund dropped \$13 million from one year to the next. He asked, will we have to start putting money into the fund again soon?

Mr. Valenti answered, the actuarial company will be doing a new actuary report for the year ending June 30th and that won't be ready until sometime late October. They come up with their own value, we have the market value here. They come up with an actuarial value, sometimes it is higher than the market, sometimes it is lower than the market.

Wes Lubee, 15 Montowese Trail stated, the last time I looked at the portfolio, I had the impression that fleet was given \$100 million and a given year and they had twenty stocks that they had taken a position in. They took their \$100 million and they put \$20 million into each of these stocks. They did not seem to be doing any preference nor any real managing. Is this your concept of how a portfolio should be managed? If they had 50 stocks and they had \$50 million and put \$1 million into each of the 50 stocks, that is the impression that I got in looking at the portfolio standings and purchases.

Mr. Valenti answered, they have different sectors and they rotate depending on where we are in the economy which is cyclical. They may be heavy in drugs and banks now and later on they will sell those and buy in oils and something else. They keep rotating. They do not stay in one stock.

Mr. Lubee asked if Mr. Valenti felt that both Fleet and Trinity were earning their management fee?

Mr. Valenti felt they were.

Mr. Lubee asked, how long have we had these two managers?

Mr. Valenti answered, Trinity, since 1989; Fleet we have had since way prior to that. Perhaps Mr. Toman can answer that.

Mr. Toman stated, I used to manage that account when I worked for the old CBT which is going back about twenty years. Fleet eventually ended up with the title and management group. The kind of style that Fleet is using is personally the same style that I believe has been used for twenty years or more. It is a very good combination, growth stocks and value stocks and they are splitting it up in a pretty even fashion between the two companies. The returns quoted were as of June of this year which is a pretty good return on the Trinity side. Everyone has been hit but relatively speaking that seems to be a pretty good mix. I am surprised Fleet has done so well since they have concentrated on growth stocks. Trinity, I am not surprised because they are concentrating on value stocks and value stocks have not been hit quite as hard. I think what you will see is, in this quarter everything has been hit, value and growth. From an asset allocation standpoint, a 60-40 split is a pretty conservative and well-run approach, in my opinion. I have spent twenty-eight years in the business. As of June 30th that is not a bad return for the kind of markets that we have been in.

Mr. Valenti reported:

1997 - 20.31% return
1998 - 20.04% “
1999 - 11.21% “
2000 - 3.93% “
2001 - (3.82%) “
2002 - (10.85%) “

Mr. Lubee stated, these periodic figures are all relative when they are compared with something else. By themselves they are not really too meaningful. I had the impression that Trinity was primarily in bonds and not stocks, is that correct?

Mr. Valenti explained that both funds were 60/40.

Mr. Lubee asked, did either of them get caught with any of the high-tech stocks that took a severe beating?

Mr. Valenti answered, I am sure they did if they made these kinds of returns, they had to be in some of those stocks.

Mr. Lubee asked, did they have any Enron?

Mr. Wm. Farrell answered, I don't believe so. Regarding your comment about \$100 million for Fleet, that number is about \$60 million. And your mention of the 20 stocks, I believe you are referring to the top 20 holdings.

Mr. Lubee answered, no. They were numbers I pulled out of the air.

Chairman Parisi thanked Mr. Valenti and Wm. Farrell at this time and stated that they were doing a wonderful job.

Mr. Valenti stated that the Pension Commission meetings are open, everyone is invited. The only person he has seen attend the meetings over the past twenty years is Mr. Melillo. All of the records are open to the public.

No Action Taken

ITEM #19 PUBLIC HEARING to Consider and Act Upon a Proposed Ordinance Entitled, "News Racks Ordinance" – 7:45 P.M. (Appendix II)

Atty. Mantzaris stated, yesterday, I had a chance with the Mayor to go through the ordinance critically. Let me say that I drafted it using like ordinances from the City of West Hartford and New Britain. You can tell from the ordinance this is eight pages long, theirs was something on the order of eleven pages long. In shortening it down as much as I could, some of the matters that I included in the ordinance it seems to be confusing and I am afraid that the Public Works Department may have difficulty in its enforcement. What I am going to request of the Council tonight is to proceed with the Public Hearing but to not take a vote this evening, continue the public hearing to the next meeting at which time I hope in between to meet with the Ordinance Committee and express my questions about it. May I also add that I have invited tonight Lt. Zakrzewski to speak to some of the matters in the policy declaration concerning safety and other matters involving news rack boxes and Caryl Ryan, President of the Wallingford Center Inc. to speak to some of the aesthetic considerations.

Tim Ryan, Senior Vice President, Record Journal and lifelong Wallingford resident stated, I am here tonight on behalf of the Record Journal to ask your consideration of another viewpoint regarding a proposed news rack ordinance. The Record Journal has been this community's newspaper for 135 years. Many of our employees live here and we rely on the services of almost 200 news carriers to deliver our papers every day. We have a relationship with the community, we are quite proud of and are, in essence, an active part of the community's fabric. When this community has a concern about the placement of vending machines, I assure you that we have a concern about the placement of vending machines as well. I have worked for the Record Journal for t 25 years, 10 of which I was the circulation director and I am quite familiar with the challenges vending machine placement can pose. But there would be no question that we totally support correcting any issues of public safety and unsightly conditions brought about by the placement of vending machines. A case in point is the situation that exists right across the street at the post office, it looks awful over there. The vending machines at the corner of Williams Street and Center Street, none of which are Record Journal boxes by the way, are chained and seraping the paint off of the period lighting poles that we put downtown. That is just an example of very poor judgment on behalf of those publishers. However, similar situations to these have come up in other communities that we circulate newspapers in. We are

proud to say that we have been able to play an active role in involving other publishers to correct problems without any form of ordinance at all. No one, especially newspapers, relish any type of legislation that has the potential to restrict the way they conduct business. We feel and have proven in other communities that there are steps that can be taken before an ordinance is put in place. We see an ordinance as a last resort, a product of the publisher's inability to self-correct the problem areas that you have identified. However, if the collective wisdom of the committee to the Town Council feel that correcting the problem is impossible without an ordinance, then we ask that you allow myself and/or other members of the daily newspaper community to work with you to amend the proposed ordinance. We find the language in several areas of the proposed ordinance to be cumbersome and unclear. We find it unnecessarily restrictive and question whether it goes well beyond its original objectives. We understand it has been modeled after ordinances in New Britain and West Hartford and suspect that, as proposed, the language addresses issues specific to those cities but does not conform to the issues in our town. We are familiar with ordinances in East Hartford, for example, that have been in existence for over eight years that, with some amendment, will better serve the Town's needs. If the proposed ordinances voted upon and passed without amendment it will be cumbersome to administer for both the Town and the publishers, unnecessarily restrictive and expose the Town to potential legal challenge. We agree that a problem exists. Again, your concerns are our concerns, we are members of this community. We would like the opportunity to work with your committee on a solution. We ask that you postpone your vote on this ordinance until such time as we can work on an amicable solution together. Thank you.

Chairman Parisi stated, all of the Ordinance Committee meetings are open meetings. I think we can make sure that you are notified when the meetings will be held.

Lt. Zakrzewski, Wallingford Police Department stated, I was asked by the Police Chief and Atty. Mantzaris to review the proposed ordinance and I basically came up with three areas that I felt that I could comment on under "Policy Declaration". Under the concerns over "danger", I concluded it is not necessarily a danger just from being there, the news racks, but there is a potential hazard in a couple areas if it is not maintained properly and if it is vandalized and not repaired; for example, if a machine is attempted to be pried open and vandalized; essentially has sharp, exposed edges; things that present a danger; again, not just from being there. Under "distractions" regarding distractions to the driving public, news racks could create what we would refer to as divided attention. Many situations could create divided attention such as talking on a cell phone is divided attention; anything you may look at driving down the road is divided attention. I would look at it as what is called "secondary distraction" because of its stationary nature as opposed to a distraction that is active or moving, something that really jumps out at you. The third issue I looked at was the sight line issue. I do represent the Chief (of Police) in his capacity as the legal traffic authority and I looked at a couple of issues relating to the sight line. I averaged the vertical height of an operator of an average sized vehicle is approximately 4 feet off of the ground. In the past I know the industry standard has been 3 ½ feet but vehicles have

changed. Most roadways with news racks would have curbed edges and because of that you will have slightly elevated sidewalks. That will increase the vertical height and the appearance of the vertical height of the news rack. We would like to see the news racks kept out of the intersection corners because of the potential sight line obstructions, preferably out of what we would consider a 25' zone. That is 25' in each direction measured from the extended curb line. The intersection is technically defined as the elongation of the parallel lines and if you eliminated the curb of the corner and elongated the lines, it is from that 25' span that we try to keep the open sight line. Of course, they should not be attached to any traffic, regulatory or warning signs. We don't want anything on the pole that would interfere with the sign message that we are trying to convey to the public, whether it be a warning or a regulatory. That is all I have.

Caryl Ryan, 200 Cheshire Road, Executive Director, Wallingford Center, Inc. stated, under section 2, "Definitions", "News Rack", I am really concerned with the proliferation of the plastic boxes that do not contain newspapers or periodicals, they contain real estate journals and employment booklets. That is what I object to. In some cases, you will have three on one corner and on the next corner there will be two more of the same type of booklet. On another corner, there will be another. I would place phone calls to the people who publish them. Sometimes they would remove them and sometimes they wouldn't and also sometimes they were chained to electric poles and I object to that also. I would not want to restrict the newspapers, the news, the First Amendment people, but I would restrict marketing booklets that are placed on every corner. I am also concerned that they are at the corners and they seem to kind of gather together in little packs and they are not maintained and I would like to see the ordinance address this. I am also concerned that they do block the sidewalk. It is mostly aesthetic and it is not news, it is marketing.

Jack Agosta, 505 Church Street, Yalesville agreed with Ms. Ryan. He felt the biggest eyesore was in front of the post office on South Main Street; fifteen boxes are located there out of which five are empty. He did not feel it was necessary to have so many boxes located in the center of the town. Behind and underneath the plastic boxes it is filthy. Hopefully there is a way to limit the number of receptacles there can be placed in a location.

Tim Ryan, Record Journal Senior Vice President stated, whether we like to admit it or not, those free distribution publications are protected by First Amendment rights as well as newspapers are. That is why we have volunteered to be of assistance. We have resources in the newspaper industry; this is not the first community that has proposed an ordinance. There are a number of ordinances that exist. Allow us to help out, that is all we are asking. Let's work together. If we have to have an ordinance, let's draft something that works for the community that doesn't put you and this town in any type of jeopardy for any type of a legal challenge. We are willing to help out. We are trying to be good community citizens.

Chairman Parisi replied, that is what our goal is, quite frankly.

Atty. Mantzaris suggested that the ordinance be continued to a future meeting to give the Ordinance Committee time to obtain input from Mr. Ryan and Ms. Ryan from Wallingford Center, Inc.

Motion was made by Ms. Doherty to Continue the Public Hearing to October 22, 2002 at 7:45 P.M., seconded by Mr. Rys.

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

ITEM #20 PUBLIC HEARING to Consider and Approve Amending Ordinance #485 Entitled, "Blight Ordinance" – 8:00 P.M. (Appendix III)

Caryl Ryan, 200 Cheshire Road stated, the Blight Ordinance is important to me because there are a couple of buildings; a real flagrant violation down at the corner of Route 5 and Center Street. There are pieces of the building that are falling off onto the sidewalk; large pieces; a false façade, 10' long X 5'. If anyone had been on the sidewalk, they would have been killed; then a plate glass window, and it is because the building is not being maintained. I have talked to the owner. I requested that he look into the upkeep of the building and he said that if he repairs the building, "they will raise his taxes, which is not true. I then said "how about paint?" and he said, "paint is expensive." So, you see, I don't have any power and what I am looking for is a blight ordinance that could be enforced.

Chairman Parisi replied, we are looking for the same thing.

Wes Lube, 15 Montowese Trail stated, most all of the changes that have been invoked in the proposed ordinance have been parliamentary and constructive but there is one, in particular, that is absolutely destructive; motor vehicles. Under the existing ordinance, Officer Phil Coleman and his department have done a fabulous job of coming down, very fairly, but firmly on those people with unregistered motor vehicles in their yards. I can't compliment him enough. Not only that but he is extremely receptive to those who call him; a very congenial gentleman. In the old ordinance, it says that if one or more abandoned, inoperable or unregistered motor vehicles or parts thereof is situated in a yard, unless the premises is duly licensed as a motor vehicle recycler's yard or business...in other words if the motor vehicle is one of the three then it has got to go. Now, under the new ordinance on page 2, Item 8 it reads, "if it has one or more of abandoned, inoperable or unregistered motor vehicles being used for storage of waste materials (underlined to emphasis change in language). It isn't enough that they are unregistered and abandoned, they must also be used as a garbage pail and that is crazy. Why are we imposing that requirement on this abandoned motor vehicle clause? It goes on to say that such motor vehicles are in a heavily damaged and broken condition. Why must an officer try and evaluate whether or not they are heavily damaged? What is heavily and broken condition and appearance? And it has to be situated in the front yard of the property and it has to be zoned residential. There is so many things wrong with #8.

Chairman Parisi replied, those are the problems that we have come up against and that is what they are responding to.

Atty. Mantzaris stated, the committee did not believe that one unregistered, inoperable vehicle in a person's yard would constitute blight and I agreed with that. There is an ordinance that we have on the books that Officer Coleman very effectively used before we even had a blight ordinance and he is using since the blight ordinance which prohibits people from maintaining unregistered, inoperable motor vehicles on their property and that has been used effectively so far. He has used that ordinance rather than the blight ordinance in getting rid of these cars. The thinking of the committee was that if there is one unregistered vehicle used for junk, that is the kind of situation that constitutes blight, what you just read. There are three situations; whether it is filled with junk or it is broken down, fenders are off, parts are missing, or it is in the front yard of a residential property, not all three. Either one constitutes blight. The feeling was that a single, or maybe two, unregistered vehicles that you find in many parts of town, one car in the yard, they didn't think that constituted blight and I agree with that. I think you might agree with that as well.

Mr. Lubeo answered, I don't. Officer Coleman was stymied with the old ordinance that you are referring to because it had a one-time fine of \$60.00 in contrast to \$100.00 per day. This gave him clout, the old one did not. Under the old one they paid the \$60.00 and walked away and the car was still there. This was a long standing problem that the Police Department had to cope with.

Atty. Mantzaris replied, in almost all cases, because I have worked with him over the years on these unregistered vehicles, they have been removed when they have gotten the ticket.

Chairman Parisi commented, you don't have to meet all of the conditions, any one of the conditions is a blight situation, not every single one of them.

Mr. Lubeo stated, why does it have to be in the front yard? If my neighbor has an abandoned car in the backyard next door to me, I want it to go. I don't care if he doesn't use it for his garbage pail.

Chairman Parisi stated, we are splitting hairs. We have gotten rid of them in the back yard on Colony Street and we have gotten rid them in the front yard.

Mr. Lubeo asked, why are we amending an ordinance that we know has been working?

Chairman Parisi replied, this is the input that we have had and this answers some of the problems that the enforcement end has faced. We are not doing this just for the fun of it. We have had cars with garbage in it and stuff. It has been unbelievable.

Mr. Lubees stated, if you have a young person who decides to take up the hobby of making himself a motor vehicle and he gets half way through it and picked up a junk to begin with, and now has just walked away and it sits there in the neighbor's back yard not being used as a garbage pail, and it is just an abandoned vehicle....

Chairman Parisi continued, and it may be an eyesore to someone and if they complain...it will fall under the motor vehicle ordinance that the police have. One catches or the other.

Mr. Lubees replied, no, no, no. We want it under \$100 per day (ordinance). Down on Ward Street we have a commercial lot and in that lot there were six cars and a truck. Officer Coleman had that place cleaned out within two weeks of the complaint. There were three different vehicles back there again. They don't fall under any of these provisions any more, they are just unregistered and that is it.

Chairman Parisi answered, and that is how he got rid of them because they were unregistered.

Mr. Lubees answered, he got rid of them under the blight ordinance.

Chairman Parisi stated, Phil got rid of them under the unregistered (ordinance) also.

Mr. Lubees stated, he will no longer be able to use the blight ordinance.

Chairman Parisi replied, yes he will.

Mr. Lubees asked, how? The vehicles are just unregistered, they are not garbage, they are not waste, they are not heavily damaged, they are just unregistered?

Chairman Parisi replied, ok, I will take your word, I don't agree with you. It reads, "one or more abandoned, inoperable or unregistered motor vehicles."

Mr. Lubees added, "being used for the storage of waste material such as garbage, litter or rubbish."

Chairman Parisi replied, but they don't have to be being used for that.

Mr. Lubees answered, yes they do.

Chairman Parisi answered, no they do.

Mr. Lubees asked Atty. Mantzaris, under the blight ordinance that is being proposed, Item 8, if any of those cars are not being used for the storage of waste material, garbage, litter or rubbish we cannot use the blight ordinance, right?

Chairman Parisi answered, yes he can.

Atty. Mantzaris answered, unless it is in the front yard. Unless it is in the front yard the blight ordinance can't be used in a residential zone.

Mr. Lube stated, this is not an improvement, this is definitely working against beautifying our town, Bob.

Atty. Mantzaris stated, Officer Coleman and other officers in the department, for several years now, have been successful in getting rid of unregistered, inoperable vehicles in this town with the ordinance that we have on the books for unregistered motor vehicles without the use of the blight ordinance. The committee thought this was more appropriate to a blight situation than a simple, unregistered car in the backyard of someone's property.

Chairman Parisi stated, I can think of several instances where cars were more than unregistered, they had junk and God knows what else in them.

Atty. Mantzaris stated, they have gotten rid of cars for several years without a blight ordinance and every time it has been successful.

Atty. Mantzaris recommended that the Council amend those sections of the ordinance referencing dilapidation and dilapidated conditions. He stated that, in review, it seemed to be a subjective consideration and perhaps could be contested. Section 2A(1) specifically describes items of blight that are dilapidated and therefore Sections 2A(2) and 2E could be deleted.

Motion was made by Mr. Knight to Amend the Ordinance by Deleting all References to the Term "Dilapidated" and "Dilapidation" in Sections 2A(2) and 2E, seconded by Ms. Doherty.

Mr. Brodinsky pointed out that the issues Caryl Ryan raised; paint peeling off a building and shingles falling, would not be a violation of the ordinance as amended.

Mr. Knight that the issues would be addressed under Item #4 "It is a hazard to the safety of persons on, near or passing within the proximity of the premises...". It seems like that might fit, at least in this instance.

Mr. Brodinsky referred to the peeling paint issue.

Atty. Mantzaris stated, the peeling paint would not be considered a violation of the blight ordinance as written.

Mr. Brodinsky stated, I bring this up so that people listening to the debate would understand that if there is a building in desperate need of paint, it is not in violation of the blight ordinance to need paint.

Mr. Knight stated, if you look at Section 4, I think you might be able to fit "inadequate maintenance" under that. We have all seen some buildings that are ten years overdue for a coat of paint. Where it is especially grievous it would qualify as inadequate maintenance by the Building Inspector which leaves us a lot of latitude.

Mr. Brodinsky asked Atty. Mantzaris, in reading paragraph 4 of Section 2, the building has to be a hazard, correct?

Atty. Mantzaris replied, A(4) describes the situation that Caryl Ryan talked about, in adequate maintenance, but it wouldn't apply to paint.

Mr. Brodinsky asked, if a building is in terrible shape because of the peeling paint, it would not be a violation of the blight ordinance?

Atty. Mantzaris answered, I didn't think so either but I just wanted to make sure that there were no raised expectations that aren't going to be met.

Caryl Ryan stated, off microphone, I should never have mentioned peeling paint. It was just my frustration that nothing is being done.

Mr. Brodinsky stated, if the dilapidated condition stays in and the amendment doesn't pass, needing paint would be a violation of the blight ordinance, that is the difference. It is not a redundancy that we are deleting out of the ordinance. I am going to vote for the amendment, I just don't want to have raised expectations and people in the community believing that a building needing paint is a violation of the blight ordinance. It could have been under the initial ordinance.

Chairman Parisi asked, does that accomplish what we are trying to do, not to be able to cite buildings that really need a good paint job?

Mr. Brodinsky replied, I don't think that was intended but...

Chairman Parisi replied, that was not intended? I thought that was part of the blight ordinance, to clean up things.

Mr. Brodinsky stated, you had better think about it then, because by passing this you are not going to be able to reach buildings that need a lot of paint.

Mayor Dickinson stated, some of the difficulty comes in to what is in need of paint. Is some peeling; is a lot of peeling; all peeling? It becomes a very subjective issue as to what

needs paint. Now if all the paint is basically off then everyone would agree, "that needs paint." But you can have peeling sections of a building and does that qualify as a blighted building? That is where there is an awful lot of judgment that is left out there and I can't sit here and say that the Building Inspector is going to feel that because one side of a building is peeling and the rest of it is not, that that is a blighted building.

Chairman Parisi asked, what if it was more than 50% of the building that was peeling? My point is, we are trying to resolve a problem or many problems yet we are leaving one problem open.

Mayor Dickinson stated, I thought that most of the original intent was to deal with abandoned properties; a property that no one was caring for? We are definitely moving into an area where we are going to be going after people who think they are maintaining their property but for one reason or another, they don't have the money to paint their house. A typical structure along Center Street can cost anywhere from probably \$10,000. to \$20,000. It is not an inexpensive thing. If we are going to move into that arena, we are not just dealing with a property that is basically abandoned that no one is caring for. We are dealing with the level of care given to a building, that's a different orientation.

Chairman Parisi stated, the Town spends an awful lot of money trying to make itself look good and my feeling is that everyone has to chip in if you will. To ask someone to maintain their property at a reasonable level so that it is not an eyesore to people who have to see it is not beyond the scope of reasonableness.

Mayor Dickinson replied, the circle of those affected grows dramatically when you start dealing with things like this because, what is the recourse?

Atty. Mantzaris replied, they can have time to correct the condition and they can get extended time to correct the condition depending upon the enforcement officer's... if they don't eventually do it and they don't appeal and nothing happens then they get tagged with a \$100 fine per day which becomes a lien on the property.

Mayor Dickinson stated, I am just saying, there certainly can and potentially will be circumstances that will create some real dilemma because, again, we are moving beyond what would be an abandoned or a dangerous or a hazardous property to one in which we don't like the way it looks and that starts a whole new chain of events that invites some very difficult decision-making. I would urge that you stick with the hazardous safety abandoned orientation and not venture into areas where we are going to be dealing with more what we might like to see but for one reason or another a property owner is not able to meet the financial obligation right now because, as I said, I think we are going to be heading down a path that will cause some real difficulties.

Chairman Parisi replied, I am not going to tell you that this is a popular project. It is not done for popularity but for personal satisfaction and enjoyment of our town and I don't

have a problem with letting it go but I know that I have had comments from people asking me why we aren't going after certain things. We can stay with what we have tonight but I, for one, would be willing at a later time to ask the Ordinance Committee to reconsider this because, with all due respect Mayor to your opinion, I just feel that we are going about it 90% of the way. We are going hard on some people already but we have had very successful results. I question whether it is always a case of whether people can afford to do it or rather no one is bothering them so they don't have to do it.

Mayor Dickinson answered, I think the financial impact has to be weighed. If we are talking about removing unregistered vehicles, if we are talking about some of the things that have been discussed here, tonight, that is not the kind of financial issue that is presented by painting an entire structure. If that is what we want to do, I think we have to weigh it very carefully because it will cause some significant issues and problems as the enforcement grows. Everyone who doesn't like the way their neighbor paints or doesn't paint their house is going to get a call to the building department to go and take a look.

Mr. Brodinsky stated, my suggestion is that we pass the amendment and then discuss, at an Ordinance Committee meeting, some of the issues that the Mayor is raising, then we can decide to form a committee.

Mr. Vumbaco asked, if we are going to delete dilapidation then maybe we need to look at Page, 1, #4, the word "dilapidation" appears here, also. Should this reference be removed as well?

Motion was Amended by Mr. Vumbaco to Delete the Reference to Dilapidation in Section 2A(4) of the Ordinance, seconded by Mr. Brodinsky.

Wes Lube, 15 Montowese Trail stated, the paint, or lack thereof, affects the appearance of a property. On page 2, paragraph I, "Good State of Repair means a standard of maintenance that renders a premises reasonably need and in orderly appearance given the condition of other premises in the area or neighborhood." Now you are back to paint.

Jack Agosta, 505 Church Street, Yalesville referred to the definition of, "Approved Container" which reads, "means a standard 32-gallon plastic or metal container, with ties or tight fitting cover or a dumpster-type container." He asked, does that mean a dumpster-type container does not have to have a top on it?

Chairman Parisi answered, I would say so, yeah.

Mr. Agosta asked, a restaurant that has garbage can throw his garbage in a dumpster that has no top on it so that rats and other animals can get in it at night?

Chairman Parisi stated, the person who rented the dumpster should call the company from which they rented it and have it replaced with one that has a cover. It might be a violation of the ordinance. I think it may be a health situation.

Atty. Mantzaris stated, it is not a violation of the blight ordinance if a dumpster-type container does not have a top, unless the garbage is strewn around the yard or dumpster.

Mr. Rys asked if Section 2I "Good State of Repair" covers peeling paint?

Atty. Mantzaris stated, if the term "dilapidated" is taken out, then the only condition that a "Good State of Repair" would refer to is an accessory structure is 2(6). Section 2I would not cover chipping paint on the main house.

VOTE ON AMENDMENT: Farrell was absent; Parisi, no, all others, aye; motion duly carried.

VOTE ON ORDINANCE AS AMENDED: Farrell was absent; all ayes; motion duly carried.

Motion was made by Mr. Knight to Adopt the Ordinance, seconded by Mr. Rys.

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

ITEM #9 Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes with Respect to Strategy and Negotiations in Collective Bargaining – Personnel

Motion was made by Mr. Knight to Enter Into Executive Session, seconded by Mr. Toman.

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

The Council entered executive session at 9:40 p.m.

Present in Executive Session were all Councilors (with the exception of Farrell), Mayor Dickinson, Personnel Director Terence Sullivan and Assistant Personnel Director Thomas Sharkey.

Motion was made by Mr. Knight to Exit Executive Session, seconded by Ms. Doherty.

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

The Council exited executive session at 9:50 P.M.

ITEM #10 Discussion and Possible Action Regarding Arbitration Award 2001-MBA-

182 Pertaining to an Agreement Between the Town of Wallingford and Wallingford Management Union Local 17 of the CT. Independent Labor Union – Personnel (Attachment)

This item went un-addressed.

ITEM #11 Consider and Approve a Transfer of Funds in the Amount of \$4,000 from Power Purchased for Pumping Acct. #461-8620-623 and \$6,500 from Misc. Plant Expense Acct. #461-8640-643 for a Total of \$10,500 to Administration & General Salaries Acct. #461-8920-920 in the F.Y. 2001-02 Budget of the Sewer Division to Fund the Management Contract Arbitration Award

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

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

ITEM #12 Consider and Approve a Budget Amendment in the Amount of \$26,300 Increasing Appropriation from Cash for Rate Stabilization; \$2,000 Increasing Operational Labor & Expense Acct. #461-8640-642; \$5,300 Increasing Maintenance of Collection Systems Acct. #461-8661-673 and \$19,000 Increasing Administration & General Salaries Acct. #461-8920-920 in the F.Y. 2002-03 Budget of the Sewer Division to Fund the Management Contract Arbitration Award

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

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

ITEM #13 Consider and Approve a Transfer of Funds in the Amount of \$8,000 from Power Purchased for Pumping Acct. #431-8620-623 and \$4,000 from Maint. Pumping Equipment Acct. #431-8620-633 for a Total of \$12,000 to Administration & General Salaries Acct. #431-8920-920 in the F.Y. 2001-02 Budget of the Water Division to Fund the Management Contract Arbitration Award

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

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

ITEM #14 Consider and Approve a Budget Amendment in the Amount of \$34,500 Increasing Appropriation from Cash for Rate Stabilization; \$565 Increasing New Distribution Mains Acct. #433-9012-343; \$565 Increasing New Services Acct. #433-9012-345; \$250 Increasing Maint. Misc. Water Source Plant Acct. #431-8600-617; \$550 Increasing Pumping Labor & Expense Acct. #431-8620-624; \$550 Increasing Maint. Pumping Equipment Acct. #431-8620-633; \$3,275 Increasing Operation Labor & Expense Acct. #431-8640-642; \$1,300 Increasing Maint. Water Treatment Equipment Acct. #431-

8640-652; \$750 Increasing Customer Installation Expense Acct. #431-8660-664 and \$26,695 Increasing Administration & General Salaries in the F.Y. 2002-03 Budget of the Water Division to Fund the Management Contract Arbitration Award

Motion was made by Mr. Knight to Amend the Budget Amendment by Changing the Department from the Sewer Division to the Water Division, seconded by Ms. Doherty

VOTE ON AMENDMENT: Farrell was absent; all ayes; motion duly carried.

VOTE ON BUDGET AMENDMENT: Farrell was absent; all ayes; motion duly carried.

ITEM #15 Consider and Approve a Transfer of Funds in the Amount of \$9,609 from Administration & General – Salaries Acct. #920 of which \$3,870 is Transferred to Production Operation – Supervision & Engineering Acct. #500; \$2,237 is Transferred to Distribution Operation – Supervision & Engineering Acct. #580; \$1,779 is Transferred to Distribution Maintenance Supervision & Engineering Acct. #590 and \$1,723 is Transferred to Customer Records – Supervision Acct. #901 in the F.Y. 2001-02 Budget of the Electric Division to Fund the Management Contract Arbitration Award – Director of Public Utilities

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

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

ITEM #16 Consider and Approve an Appropriation of Funds in the Amount of \$54,540 from Retained Earnings Acct. #216 to Various Accounts within the F.Y. 2002-03 Electric Division Budget to Fund the Management Contract Arbitration Award

Motion was made by Mr. Knight to Approve the Appropriation in the Amount of \$54,538, not \$54,540 and to Append the List of Accounts to the Minutes of the Meeting, seconded by Mr. Toman. (Appendix IV)

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

ITEM #17 Consider and Approve a Transfer of Funds in the Amount of \$388,153 from Accrued Expenses Acct. #001-7060-800-3230 to Various Town Department Salary Accounts in the F.Y. 2002-03 Budget to Fund the Management Contract Arbitration Award – Personnel Dept.

Motion was made by Mr. Knight to Approve the Transfer and to Append the List of Accounts to the Minutes of the Meeting, seconded by Ms. Doherty. (Appendix V)

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

ITEM #18 Consider and Approve an Appropriation of Funds in the Amount of \$6,956 to Local Match Acct. 3207-1041-060-6000 and to Regular Salaries & Wages Acct. #207-3070-101-1000 in the F.Y. 2002-03 Youth and Social Services Budget to Fund the Management Contract Arbitration Award

Motion was made by Mr. Knight to Approve the Appropriation, seconded by Mr. Toman.

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

ITEM #21 Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss the Matter of the Town of Wallingford v. State of CT. Dept. of Environmental Protection – Town Attorney

ITEM #22 Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss Pending Litigation in the Following Tax Appeals:

- Ahearn-Rogers, LLC v. Town of Wallingford
- Carolyn L. Asmuth, LLC v. Town of Wallingford
- Howard Lohman v. Town of Wallingford

ITEM #23 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes with Respect to the Purchase, Sale and/or Leasing of Property – Mayor

Motion was made by Mr. Knight to Enter Into Executive Session, seconded by Ms. Doherty.

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

The Council entered into executive session at 10:05 P.M.

Present in executive session were all Councilors (with the exception of Mr. Farrell), Mayor Dickinson, Atty. Janis Small and Corporation Counselor Adam Mantzaris.

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

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

The Council exited executive session at 10:35 P.M.

ITEM #24 Discussion and Possible Action Regarding the Matter of the Town of Wallingford v. State of CT. Department of Environmental Protection as Discussed in Executive Session – Town Attorney

Motion was made by Mr. Knight to Authorize the Town Attorney to File an Appeal of the Dayton Pond Dam D.E.P. Decision, seconded by Ms. Doherty.

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

ITEM #25 Consider and Approve the Settlement of Ahearn-Rogers, LLC v. Town of Wallingford as Discussed in Executive Session – Town Attorney

Motion was made by Mr. Knight to Approve the Settlement of Ahearn-Rogers, LLC v. Town of Wallingford as Discussed in Executive Session, seconded by Ms. Doherty.

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

ITEM #26 Consider and Approve the Settlement of Carolyn L. Asmuth, LLC v. Town of Wallingford as Discussed in Executive Session – Town Attorney

Motion was made by Mr. Knight to Approve the Settlement of Carolyn L. Asmuth, LLC v. Town of Wallingford as Discussed in Executive Session, seconded by Ms. Doherty.

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

ITEM #27 Consider and Approve the Settlement of Howard Lohman v. Town of Wallingford as Discussed in Executive Session – Town Attorney

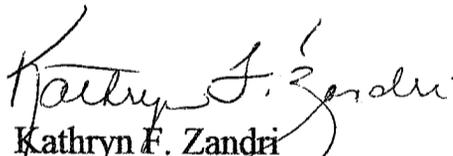
Item was not addressed.

Motion was made by Mr. Rys to Adjourn the Meeting, seconded by Ms. Doherty.

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

There being no further business the meeting adjourned at 10:37 P.M.

Meeting recorded and transcribed by:


Kathryn F. Zandri
Town Council Secretary

Approved by: Robert F. Parisi (by RR)
Robert F. Parisi, Chairman

10-22-02
Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

10-22-02
Date

RECEIVED FOR RECORD 10/15/02
AT 3:15 P M AND RECORDED BY
Rosemary A. Rascati TOWN CLERK

SECOND MODIFICATION OF EASEMENT

This Agreement made and entered into as of the day of September, 2002 by and between **Harbour Ridge Golf Course, LLC**, a Connecticut limited liability company having a principal place of business in this Town of Cheshire, County of New Haven, State of Connecticut (hereinafter called "Harbour") **MDA Harbour Ridge, LLC**, a Connecticut limited liability company having a principal place of business in the Town of Cheshire, County of New Haven and State of Connecticut (hereinafter called "MDA") and the **Town of Wallingford**, a municipal corporation situated in the County of New Haven and State of Connecticut (hereinafter called the "Town").

WITNESSETH:

WHEREAS, pursuant to a resolution of the Wallingford Planning and Zoning Commission dated August 4, 1969, Wallingford Associates granted to the Town of Wallingford an easement (the "Easement") dated June 27, 1969 and recorded in Volume 360 at Page 258 of the Wallingford Land Records on the property of Wallingford Associates (the "Premises") as more particularly identified and described in said Easement; and

WHEREAS, MDA is the owner of a portion of the Premises;

WHEREAS, pursuant to a decision of the Planning and Zoning Commission of the Town of Wallingford on March 10, 1997 the conditions of approval which gave rise to the granting of the Easement were modified; and

WHEREAS, by Modification of Easement dated January 15, 1998 (the "Modification"), Harbour, MDA and the Town modified the terms of the Easement to conform the Easement to the approvals as granted by the Planning and Zoning Commission of the Town of Wallingford, and pursuant to which and in consideration, whereof, MDA agreed to limit and restrict the development of certain property on the north side of Harrison Road to a maximum of thirty-one (31) residential dwelling units; and

WHEREAS, the Modification provided for a termination of the Modification on March 10, 2002 to correspond with the date by which improvements must have been completed in accordance with the approval of the Planning and Zoning Commission; and

WHEREAS, on the 14th day of November, 2001 and on the 11th day of February, 2002 the Wallingford Planning and Zoning Commission granted an extension of time for the completion of the improvements at the Premises; and

WHEREAS, Harbour, MDA and the Town are desirous of modifying the Easement to conform to the extension granted by the Wallingford Planning and Zoning Commission; and

NOW THEREFORE, in consideration of the premises, Harbour, MDA and the Town do hereby agree as follows:

- 1. Paragraph three (3) of the Modification is hereby amended to read as follows:

In the event that the improvements at the Premises as approved by the Wallingford Planning and Zoning Commission shall not have been completed on or before March 10, 2005 or any extended date for the completion of improvements as shall be approved by the Wallingford Planning and Zoning Commission, then this Modification of Easement shall be void and of no force and effect.

- 2. Harbour has joined in this Second Modification of Easement, to acknowledge its consent hereto and that nothing done herein shall affect the covenants and limitations set forth in the Modification of Easement.

Dated at Wallingford, Connecticut, as of the day of September, 2002.

WITNESSETH

TOWN OF WALLINGFORD

By _____
 William W. Dickinson, Jr.
 Mayor
 Town of Wallingford

HARBOUR RIDGE GOLF COURSE, LLC

By _____
 Irving Morris
 Its Manager
 Duly Authorized

MDA HARBOUR RIDGE, LLC

By _____
 Irving Morris
 Its Member
 Duly Authorized

STATE OF CONNECTICUT)

) ss: Wallingford September , 2002

COUNTY OF NEW HAVEN)

On this, the day of September, 2002, before me the undersigned personally appeared, William W. Dickinson, Jr., Major for the Town of Wallingford, signer and sealer of the foregoing instrument and acknowledged the same to be his free act as such Major and the free act and deed of the Town of Wallingford, before me.

Notary Public
My commission expires:

STATE OF CONNECTICUT)

) ss: Cheshire September , 2002

COUNTY OF NEW HAVEN)

On this, the day of September, 2002, before me the undersigned personally appeared, Irving Morris, Manager of Harbour Ridge Golf Course, LLC a Connecticut limited liability company, signer and sealer of the foregoing instrument and acknowledged the same to be his free act as such Manager and the free act and deed of said limited liability company, before me.

Notary Public
My commission expires:

STATE OF CONNECTICUT)

) ss: Cheshire September , 2002

COUNTY OF NEW HAVEN)

On this, the day of September, 2002, before me the undersigned personally appeared, Irving Morris, Member of MDA Harbour Ridge, LLC a Connecticut limited liability company, signer and sealer of the foregoing instrument and acknowledged the same to be his free act as such Member and the free act and deed of said limited liability company, before me.

Notary Public
My commission expires:



Town of Wallingford, Connecticut

TOWN ATTORNEY
JANIS M. SMALL
ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL, SR.
CORPORATION COUNSEL
ADAM MANTZARIS
DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2140
FAX (203) 294-2112

September 18, 2002

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

RE: Modification of Easement

Dear Mayor Dickinson:

At the request of the land owner's attorney, this office hereby requests that a second modification of a certain easement owned by the Town of Wallingford be placed on the Town Council agenda for discussion and action at its meeting on Tuesday, September 24, 2002. The original easement, dated June 27, 1969, was granted to the Town as part of subdivision approvals for the north and south side of Harrison Road. The easement limited the uses on the south side to recreational activities, a golf course (i.e. Pilgrim's Harbor Golf Course) and open space. The subdivision approval for the north side allowed construction of in excess of 100 housing units. The first modification, voted on January 15, 1998, allowed the construction of 16 housing units on the south side of Harrison Road and limited construction on the north side to 31 housing units. The modification to allow some housing units on the south side was in consideration of the developer agreeing to the 31-unit limit on the north side. This second amendment to the easement is needed by the developer because the said improvements to the north and south side of Harrison Road were to be completed by March 10, 2002. The Planning and Zoning Commission had already voted an extension at its February, 2002 meeting to March 10, 2005.

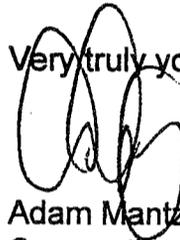
This office was advised by the attorney representing the Pilgrim's Harbor Condominium Association that all matters in dispute between the Association and the owner requesting this modification as well as all matters in dispute with the owner of the golf course have been resolved and were made the subject of a stipulated judgment entered on Monday, September 9, 2002, at the Superior Court in Meriden.

William W. Dickinson, Jr., Mayor
September 18, 2002
Page Two

I should add that the owner applicant reimbursed the Town for its expenditure for work and materials in certain emergency repairs to Harrison Road in the amount of \$1,965.48 and also paid an outstanding bill for electric service in the amount of \$13,930.06. Both payments were made to this office on September 4, 2002.

Enclosed is a copy of the requested easement modification. The three originals are in the file in my office.

Very truly yours,

A handwritten signature in black ink, appearing to read 'AM', written over the typed name 'Adam Mantzaris'.

Adam Mantzaris
Corporation Counsel

AM/bjc

Enclosure

NEWS RACKS ORDINANCE

BE IT ENACTED BY THE TOWN COUNCIL IN SESSION:

SECTION 1. POLICY DECLARATION

The Town Council finds that the uncontrolled placement and maintenance of news racks in public rights of way presents an inconvenience and/or danger to persons using such rights of way; that garish, brightly colored or otherwise unsightly news racks located within public rights of way constitute distractions to the driving public; that news racks are constantly exposed to the elements, are subject to intensive use and vandalism and to protect against such must be designed and constructed of durable materials; and that the use of public rights of way has been historically associated with the sale and distribution of newspapers. The Town Council further finds that in order to accommodate the governmental and distribution interests it is necessary to implement a program to regulate the installation, operation and maintenance of news racks located in public rights of way in the Town of Wallingford.

SECTION 2. DEFINITIONS

- A. "BLOCK" means one side of a street between two consecutive intersecting streets.
- B. "DIRECTOR OF PUBLIC WORKS" means the head of the Wallingford Department of Public Works or his duly designated representative.
- C. "DISTRIBUTOR" means any person responsible for the installation, operation or maintenance of a news rack in a public right-of-way.
- D. "HEARING OFFICER" means the person appointed by the Mayor to hear appeals under this ordinance.
- E. "NEWS RACK" means any self-service or coin-operated box, container, storage unit or other dispenser installed, operated, or maintained for the display and distribution or sale of newspapers, periodicals or other printed matter.
- F. "PERSON" means an individual person, firm, corporation or other entity.
- G. "PUBLIC RIGHT OF WAY" means any area owned and/or maintained by the

Town of Wallingford or any other governmental entity, open for use of the public for vehicular or pedestrian travel, including but not limited to roadways, sidewalks, streets, alleys and public grounds.

H. "ROADWAY" means that portion of any street improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

I. "SIDEWALK" means any portion of a street between the curblin and the adjacent property line intended for the use of pedestrians, excluding parkways.

J. "STREET" means the entire area encompassed by a roadway and a sidewalk.

K. "TOWN" means Town of Wallingford.

SECTION 3. PERMIT REQUIRED; APPLICATION; PERMIT FEE; DURATION

A. It shall be unlawful for any person, firm or corporation to erect, place, maintain or operate on any public right of way, in the Town of Wallingford any news rack without first having obtained a permit from the Director of Public Works.

B. Application for such permit shall be made, in writing, to the Director of Public Works, upon such form as shall be provided to the applicant, and shall contain the name and business address of the applicant, a telephone number or numbers at which the applicant may be reached during normal business hours, and the proposed location of said news rack and shall be signed by the applicant.

C. A permit fee of \$12.00 shall be required for each news rack. Permits shall be issued or denied within 72 hours, excluding Saturdays, Sundays and legal holidays, after the application has been filed.

D. Such permits shall be valid for one (1) year and shall be renewable pursuant to the procedure for original applications and upon payment of the permit fee. A permit issued pursuant to this section shall expire automatically in the event that the insurance coverage required pursuant to Section 4 lapses.

SECTION 4. HOLD HARMLESS; INSURANCE

A. Every applicant for a permit to place a news rack on a public right of way in the Town shall file a written statement with the Director of Public Works in a form satisfactory to the Law Department, whereby such owner agrees to indemnify and hold harmless the Town, its officers, and employees from any loss, liability or damage,

ORDINANCE NO. _____

including expenses and costs, for bodily injury, and for property damage sustained by any person as a result of the installation, use and/or maintenance of any such news rack.

B. Every owner of a news rack who places or maintains a news rack on a public right of way shall provide the Town with a certificate of liability insurance coverage issued by an insurance company licensed to do business in the State of Connecticut insuring the applicant and the Town of Wallingford, with the Town named as an additional insured, against all claims for damages for bodily injury and for property damage which could arise in connection with the installation, operation or maintenance of a news rack in the Town. The certificate of insurance shall state that the coverage afforded thereunder shall be primary coverage for any claims within its scope. Minimum coverage of such policy shall be \$2,000,000.00 aggregate for personal injury claims and for property damage claims and \$1,000,000.00 per each occurrence. The policy, by its terms, shall not be cancelable prior to the expiration date of the permit without 30 days written notice to the Town.

SECTION 5. NEWS RACK IDENTIFICATION REQUIRED.

Every person who places or maintains a news rack on a public right of way within the Town shall have his permit number, name, address and telephone number affixed to the news rack in a place where such information may be easily seen.

SECTION 6. LOCATION, PLACEMENT OF AND NUMBER OF NEWS RACKS

Any news rack which rests or projects, in whole or in part, upon or over any public right of way shall be located or installed in accordance with the following:

A. No news rack shall be chained, bolted, or otherwise attached to any pole or fixture located in the public right of way, except to other news racks.

B. News racks may be placed next to each other, provided that no group of news racks shall extend for a distance of more than 5 feet along a curb or next to a building or wall, and a space of not less than 3 feet shall separate each group of news racks.

C. No news rack shall be located so as to unreasonably interfere with or impede the flow of pedestrian or vehicular traffic, including motorized or manual wheelchairs and motorized sidewalk cleaning equipment.

D. No news rack shall be placed, installed, used or maintained:

1. Within 5 feet of any marked crosswalk;
2. Within 15 feet of the curb return of any unmarked crosswalk;
3. Within 5 feet of any fire hydrant, fire call box, police call box or other emergency facility;
4. Within 5 feet of any driveway;
5. Within 5 feet past, or 25 feet prior to any sign marking a designated bus stop, according to the direction of travel on the roadway adjacent to the bus stop sign, except that a news rack may be placed immediately adjacent to the end of a bus shelter if such placement shall not otherwise violate the requirements of this ordinance;
6. Within 5 feet of the end of any bus bench;
7. At any location whereby the clear sidewalk space for the passageway of pedestrians is reduced to less than 5 feet in width;
8. Upon or within 5 feet of any public area improved with flowers, shrubs, trees or other landscaping, or in such a manner as to impede or interfere with the reasonable use of a window used for display purposes;
9. Within 500 feet of any other news rack containing the same issue or edition of the same publication, within a business or industrial district;
10. Within 1,500 feet of any other news rack containing the same issue or edition of the same publication, within any residential district; and
11. Within any single-family residential zone except on a street designated as a Thoroughfare, Feeder, Industrial or Collector Street in the Town's Zoning Regulations;
12. On any access ramp for disabled persons.
13. Within 200 feet of any public or private school.

E. No more than 6 news racks shall be located on any public right of way within a space of 200 feet in any direction within the same block, provided, however, that no more than 12 news racks shall be allowed on any one block. In determining which news racks shall be permitted to be located or to remain if already in place, the Director of Public Works shall be guided solely by the following criteria:

1. First priority shall be publications which are published five or more days per week;
2. Second priority shall be publications published two to four days per week;
3. Third priority shall be publications published one day per week.
4. Fourth priority shall be publications published intermittently or less frequently than once per week.

ORDINANCE NO. _____

SECTION 7. STANDARDS FOR MAINTENANCE AND INSTALLATION

Any news rack which rests or projects, in whole or in part, upon or over any public right of way shall comply with the following standards:

A. No news rack shall exceed 4 feet in height, 2 feet in width, and 2 feet in thickness.

B. The lettering of the name of the publication being displayed therein in accord with the following standards:

1. On the front of the news rack, the lettering size shall not exceed 1¾ inches in height; and
2. On the sides and back of the news rack, the lettering size shall not exceed 5½ inches in height for the first letter and shall not exceed 3½ inches in height for the remaining letters in the name of the publication.

C. No news rack shall be used for advertising signs or publicity purposes other than that dealing with the display, sale, or purchase of the newspaper or news periodical sold therein.

D. Each news rack shall be made of metal and shall be painted in a color scheme consisting of a dark background with white lettering or a white background with black or red lettering. Shades of red, except for lettering on a white background, yellow, orange, or green, similar to those used in traffic control signs or devices, shall not be used on any news rack.

E. Each news rack shall be equipped with a coin-return mechanism to permit a person using the machine to secure an immediate refund in the event the person is unable to receive the paid-for publication. The coin-return mechanism shall be maintained in good working order. This subsection shall not apply to news racks for publications offered free of charge.

F. Each news rack shall be so weighed and balanced as to prevent it from being tipped by the opening of its door, or by the impact of snow cast by a passing snowplow.

G. Each news rack shall be maintained in a neat and clean condition and in good repair at all times.

H. No news rack shall contain or utilize any electrically powered illumination or sound.

SECTION 8. VIOLATIONS AND PENALTIES; WARNING NOTICE

A. The Director of Public Works, upon a determination that a news rack has been installed, used or maintained in violation of the provisions of this ordinance, shall issue a notice of violation to the distributor of the offending news rack. Such notice shall be mailed by certified mail, return receipt requested, or by service of the notice by a proper officer. The notice shall:

1. Specify the offending condition;
2. Suggest actions necessary to correct the condition;
3. Inform the distributor that the condition must be corrected within 15 days of the date of the notice and if the condition is not corrected within the time limited, the news rack will be removed and stored for 30 days at the Public Works Department, 29 Town Farm Road, Wallingford, Connecticut, after which time it will be deemed abandoned.
4. Inform the distributor that he may appeal the notice of violation to a hearing officer by delivering or mailing a letter to said officer at Room 308, Town Hall, 45 South Main Street, Wallingford, CT 06492 within 10 days of the notice of violation.

B. Failure to correct the offending condition within 15 days after the mailing date of the order or to appeal the order within 10 days after its receipt shall result in the offending news rack being summarily removed and stored for 30 days after which, unless retrieved from storage by the distributor, shall be deemed abandoned and disposed of accordingly.

C. If the offending news rack is not properly identified as to owner under provisions of Section 5 hereof, it shall be removed forthwith and stored and disposed of as provided herein.

D. An impound fee of \$50.00, shall be charged to the distributor for each news rack summarily removed. An additional fee of \$25.00 shall be charged to a distributor for each news rack inspected after correction of any offending condition or inspected after being reinstalled after removal.

E. Nothing contained in this ordinance shall be interpreted to limit or impair the

ORDINANCE NO. _____

exercise by the Town of its police powers to remove any news rack which presents a clear and present danger of imminent personal injury or property damage to users of the public rights of way.

SECTION 9. APPEAL; HEARING PROCEDURE; CITATION; HEARING OFFICER

A. Any person cited for a violation of this ordinance may appeal the citation within 10 days of the date of the citation by delivering or mailing a letter to the Citation Hearing Officer at Room 308, Town Hall, 45 South Main Street, Wallingford, CT 06492.

1. The Mayor shall appoint a Citation Hearing Officer, other than an employee of the Police Department or an employee of the Public Works Department.
2. The hearing procedure shall be as set forth in §7-152c of the General Statutes except as modified herein.
3. Any person who requests a hearing shall be given written notice of the date, time and place for the hearing.
4. The Hearing Officer shall render his decision at the conclusion of the hearing or after he inspects the location of the complaint about the news rack.
5. The decision of the Hearing Officer may be appealed to the Superior Court for the Judicial District of New Haven at Meriden, within 30 days of the decision of the Hearing Officer.

B. Any resident of the Town whose property is within 200 feet of the location of a news rack may appeal the decision of the Director of Public Works to grant a permit for a news rack at such location within 10 days after the placement of the news rack.

SECTION 10. EXISTING NEWS RACKS

This ordinance shall apply to existing news racks within the Town except that the distributors shall have 60 days within which to comply with its provisions or such additional time as may be allowed in the discretion of the Director of Public Works.

SECTION 11. ABANDONMENT

In the event that a news rack remains empty for a period of 30 continuous days, it shall be deemed abandoned, and may be treated in the manner as provided in Section 12 for news racks in violation of the provisions of this ordinance.

SECTION 12. ENFORCEMENT

This ordinance shall be enforced by the Director of Public Works or his designee and by the Police Department, separately or jointly.

I HEREBY CERTIFY that this Ordinance was enacted by the Town Council of the Town of Wallingford this _____ day of _____, 2002, in accordance with the provisions of the Charter of the Town of Wallingford.

Rosemary A. Rascati
Town Clerk

APPROVED: _____
William W. Dickinson, Jr., Mayor

DATE: _____

AMENDMENT TO ORDINANCE NO. 485 BLIGHT ORDINANCE

BE IT ENACTED BY THE TOWN COUNCIL IN SESSION:

That Ordinance No. 485, "BLIGHT ORDINANCE", of the Town of Wallingford is hereby repealed and the following BLIGHT ORDINANCE is substituted in lieu thereof.

SECTION 1. POLICY DECLARATION

The Town Council finds that in order to create and maintain a healthful and clean environment the several neighborhoods of Wallingford, it is necessary to implement a program to prevent and to eliminate conditions producing housing blight and thereby promote and maintain the environmental quality of the Town of Wallingford and the health, safety and welfare of its citizens.

SECTION 2. DEFINITIONS

A. "BLIGHTED PREMISES" means any vacant or occupied building or structure, including the yard, or any vacant or occupied part of a building or structure that is a separate unit, in which at least one of the following conditions exist:

(1) It is not being maintained as may be evidenced by (a) **numerous missing, broken or boarded windows or doors**; (b) collapsing or collapsed or missing walls, roof or floor **or parts thereof**; (c) exterior walls which contain numerous holes, breaks, loose or missing or rotting siding **whether or not such conditions** expose the interior of the premises to the weather; (d) foundation walls which contain substantial cracks or breaks; or (e) chimneys with loose or broken bricks or blocks which pose a safety hazard to the public or to occupants of the premises.

(2) **It is a dwelling in a dilapidated condition;**

(3) It is unsanitary as determined by report of the Department of Health that existing conditions constitute a life-threatening hazard or a hazard which puts at risk the health or safety of citizens of the Town;

(4) It is a hazard to the safety of persons on, near or passing within the proximity of the premises as a result of inadequate maintenance, dilapidation, neglect or abandonment, as determined by report of the Building Inspector;

(5) It contains an unsightly and large accumulation of rubbish or litter in the yard;

(6) **The accessory structures of a dwelling are not structurally sound or in a good state of repair;**

(7) Garbage is not stored in approved containers and is strewn about the yard and building;

(8) It has one or more of abandoned, inoperable or unregistered motor vehicles **being used for the storage of waste material, such as garbage, litter or rubbish and/or such motor vehicles are in a heavily damaged and broken condition and appearance and/or such motor vehicles are situated in the front yard of property zoned residential;**

(9) It is a fire hazard as determined by the Fire Marshall or as documented by records of the Fire Department; or

(10) It has become a place where criminal activity is taking place as documented by reports of the Police Department.

B. "ACCESSORY STRUCTURE" means a building customarily incidental and subordinate to the principle building and located on the same premises as such principle building.

C. "APPROVED CONTAINER" means a standard 32-gallon plastic or metal container, with ties or tight fitting cover **or** a dumpster-type container.

D. "BUILDING" means any structure having a roof supported by columns or walls or intended for the shelter, housing or enclosure of persons, animals or materials.

E. "DILAPIDATED" means a building or structure that **is not in a good state of repair.**

F. "DWELLING" means any permanent building or portion thereof designed or used exclusively as the residence or sleeping place or one or more persons. Dwelling does not include motel, hotel, recreational vehicle, boat or tent.

G. "DWELLING UNIT" means a dwelling or portion thereof providing a single housekeeping unit with living, sleeping, cooking and bathroom facilities.

H. "GARBAGE" means any putrescible wastes, except sewage and body wastes, including vegetable and animal offal and carcasses of dead animals.

I. "GOOD STATE OF REPAIR" means a standard of maintenance that renders a premises reasonably neat and an orderly appearance given the condition of other premises in the area or neighborhood.

J. "LITTER" means any discarded, used or unconsumed substance or waste material, whether made of aluminum, glass, plastic, rubber, paper, or other natural or synthetic material, or any combination thereof, including, but not limited to, any bottle, jar or can, or any top, cap or detachable tab of any bottle, jar or can, any unlighted cigarette, cigar, match or any flaming or

ORDINANCE NO. _____

glowing material or any garbage, trash, refuse, debris, rubbish, grass clippings or other lawn or garden waste, newspaper, magazines, glass, metal, plastic or paper containers or other packaging or construction material, which has not been deposited in a receptacle.

K. "PERSON" means any individual, firm, partnership, corporation or other legal entity of any kind.

L. "PREMISES" means a building, a dwelling or grounds or a combination of same.

M. "RUBBISH" means any nonputrescible waste materials, except ashes, including but not limited to paper, cardboard, tin cans, wood, glass, bedding, furniture, crockery, refrigerators, junk automobiles, demolition material, tree limbs and industrial wastes.

N. "STRUCTURE" means anything constructed, formed or erected from an assembly of materials.

O. "TOWN" means the Town of Wallingford.

P. "YARD" means an open space unobstructed from the ground up, on the same lot with a principal building, extending along a lot line or street line and inward to the principal building.

SECTION 3. BLIGHTED PREMISES PROHIBITED

No owner of any real property shall permit, cause, keep, maintain, create or suffer to exist any blighted premises on any such property.

SECTION 4. ENFORCEMENT

Enforcement of this ordinance shall be the responsibility of the Building Department, the Health Department and the Police Department, acting separately or jointly.

SECTION 5. VIOLATION AND PENALTIES, WARNING NOTICE

A. Any person who violates this ordinance shall be fined \$100.00 for every day that the condition which caused the premises to be blighted is not abated, which fine shall be effective from the 31st day or from the 6th day in the case of garbage or other waste that constitutes a health threat, after the date of the written warning when there is no abatement.

B. The official charged with enforcement of this ordinance shall initiate the process by issuance of a written warning containing the following information:

1. *The specific condition deemed to be in violation;*
2. *That abatement of said condition must be accomplished by a date certain which shall be 30 days from the date of the warning, except that if the condition is garbage or other waste that constitutes a health threat to residents of the Town, abatement must be accomplished by a date certain which shall be 5 days from the date of the warning notice;*
3. *That upon request and for good cause shown, the said official may grant additional time for abatement;*
4. *That any fine shall be in the amount of \$100.00 per day, effective from the 31st day or from the 6th day after the date of the written warning, for each day until the condition is abated.*
5. *That if any fine is not paid, a lien will be filed against the blighted premises to secure its payment.*
6. *That if any citation for violation is issued, the person may contest his liability before a hearing officer by delivering or mailing his appeal on a Citation Appeals form available in the Town Clerk's office, Room 108, Town Hall, 45 South Main Street, Wallingford, Connecticut, within 10 days of the date of the citation.*

C. If there is no abatement within the prescribed time or extensions thereof, said official shall issue a citation for violation of this ordinance.

SECTION 6. APPEAL; HEARING PROCEDURE; CITATION HEARING OFFICER

A. Any person cited for a violation of this ordinance may appeal the citation within 10 days of the date of the citation on a Citation Appeals Form available in the office of the Town Clerk, 45 South Main Street, Wallingford, Connecticut.

B. The Mayor shall appoint a Citation Hearing Officer, other than an employee of the Police Department, an employee of the Building Department or an employee of the Health Department, who shall serve until his successor is appointed.

C. The hearing procedure shall be as set forth in §7-152c of the General Statutes except as modified herein.

D. Any person who requests a hearing shall be given written notice of the date, time and place for the hearing.

E. The Hearing Officer may consider any documentary evidence on behalf of the Town and on behalf of the person contesting his liability and shall render his decision within 5 days of the close of the hearing unless he determines to inspect the premises, in which case, he shall render his decision within 5 days of such inspection.

F. If the Hearing Officer determines the person is not liable for the violation, he shall dismiss the citation in writing and cause a release of any lien to be filed on the Land Records.

ORDINANCE NO. _____

If he determines the person is liable for the violation, he shall enter and assess the fines and shall mail or cause to be served upon such person a notice of said assessment.

G. If the fine is not paid forthwith, the Hearing Officer shall cause a lien to be filed against the blighted premises on the Land Records of the Town in the amount of the fine to that date with notice that the fine shall continue to increase on a daily basis until the condition is abated.

H. A person against whom an assessment has been noticed may file an appeal, in the form of a petition to reopen the assessment with the Superior Court for the Judicial District of New Haven at Meriden, within 30 days of the mailing or service of the notice of such assessment.

I HEREBY CERTIFY that this Ordinance was enacted by the Town Council of the Town of Wallingford this _____ day of _____, 2002, in accordance with the provisions of the Charter of the Town of Wallingford.

Rosemary A. Rascati, Town Clerk

APPROVED: _____
William W. Dickinson, Jr., Mayor

DATE: _____

	<u>Account no.</u>	<u>Account Title</u>	<u>Amount</u>	
Capital expenditures	364	Distribution - Pole, Towers & Fixtures	3,705.00	
	365	Distribution - Overhead Conductors	1,392.00	
	367	Distribution - Underground Conductors	2,313.00	
	370	Distribution - Meters	1,768.00	
		Sub-total capital		9,178.00
Operating expenses	580	Distribution Expense Operation - Supervision & Engineering	5,636.00	
	581	Distribution Expense Operation - Load Dispatching	631.00	
	582	Distribution Expense Operation - Station Expense	1,768.00	
	586	Distribution Expense Operation - Meter Expense	1,768.00	
	590	Distribution Expense Maintenance - Supervision & Engineering	4,335.00	
	901	Customer Records - Supervision	2,552.00	
	903	Customer Records & Collection Expense	7,811.00	
	920	Administration and General Expense - Salaries	20,229.00	
	932	Administration and General Expense - Maintenance of Plant	630.00	
		Sub-total operating expense		45,360.00
		Total appropriation from retained earnings		<u>54,538.00</u>

LOCAL 17 CONTINGENCY TRANSFERS
FY 2002-2003

Appendix V

FROM:

001 7060 801 3230 ACCRUED EXPENSES \$388,153

TO:

001 1300 101 1000	MAYOR'S	\$6,276
001 1302 101 1000	PROGRAM PLANNING	\$8,009
001 1303 101 1000	GOV'T ACCESS	\$6,276
001 1320 101 1000	LAW	\$11,832
001 1401 101 1000	FINANCE	\$77,770
001 1600 101 1000	PERSONNEL	\$24,973
001 2005 101 1000	POLICE	\$32,506
001 2030 101 1000	FIRE	\$32,506
001 2035 101 1000	FIRE MARSHAL	\$13,829
001 2050 101 1000	BUILDING	\$25,295
001 3010 101 1000	HEALTH	\$22,272
001 3070 601 6881	CONTRIBUTION - YSS	\$6,956
001 3090 101 1000	VETERANS	\$9,264
001 4001 101 1000	RECREATION	\$21,691
001 5010 101 1000	ENGINEERING	\$24,060
001 5015 101 1000	PUBLIC WORKS	\$41,451
001 5015 101 1700	OTHER PAY	\$1,300
001 7010 101 1000	PLANNING & ZONING	\$15,482
001 7011 101 1000	INLAND/WETLANDS	\$1,217
001 1601 800 8000	SOCIAL SECURITY	\$1,618
001 1601 800 8010	MEDICARE TAX	\$3,570
	TOTAL	\$388,153

A G R E E M E N T

between

THE TOWN OF WALLINGFORD, CONNECTICUT

- and -

THE WALLINGFORD MANAGEMENT UNION - LOCAL 17

- OF THE -

CONNECTICUT INDEPENDENT LABOR UNION

January 1, 2001

As per Arbitration Award

2001-MBA-182

Dated August 30, 2002

NEW: Bold, underlined

DELETE: Bracketed, underlines

Management - Local 17
2001-2004

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UNION DUES
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A E N T

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after referred to as the "Town"
LABOR UNION, Local 17, Wallingford
referred to as the "Union."

ARTICLE 1
COGNITION

the Union as the exclusive collective
or the purpose of collective bargaining
pay, hours and other conditions of
the employees and job titles in the
t certified by the State of Connecticut
No. ME-15,670.

ARTICLE 2
DEFINITIONS

set forth shall have the following meanings:

all mean the Connecticut Independent Labor

all mean the Town of Wallingford.

ae" shall mean a member of the bargaining
presented by the Union.

ar Full-time employee" shall mean an employee
lly scheduled to work at least a five (5) day
totaling at least thirty-five (35) hours.

ARTICLE 3
UNION SECURITY

dition of employment, all present employees covered by
reement shall either become and remain members of the Union
standing, or in lieu thereof, pay a service charge to the
in accordance with federal and state law. All future
ees shall be required either to become and remain members
(2) months after being employed or appointed, or in lieu
of, pay the above stated service charge.

Union shall indemnify and hold the Town harmless for any
aims arising under this Union Security Article or the Deduction
Union Dues Article.

ARTICLE 4
DEDUCTION OF UNION DUES

SECTION 1: The Town agrees to deduct from the wages of each employee, who so authorizes such deduction, the amount of Union Dues as certified to the Town by the Secretary-Treasurer of the Union. Unless there is a problem, dues will be deducted on a weekly basis.

SECTION 2: Deductions shall be remitted by the Town to the Secretary-Treasurer of the Union by the fifteenth (15th) of the month following such deduction and the Town shall furnish the Union with a record of each deduction showing the amount and the employee from whom such deduction was made.

SECTION 3: The Town's obligation is limited solely to making such deduction, if the amount of wages permit, and such obligation shall cease at the time the employee is terminated or laid off for lack of work.

SECTION 4: The Union agrees to indemnify and hold the Town harmless from any and all attorneys' fees, costs, losses or damages as a result of any conduct pursuant to this Article.

ARTICLE 5
SENIORITY

SECTION 1: Seniority as used in this Article shall mean the original date of hire and shall be used for the purpose of determining vacation selections, layoff, recall and longevity.

SECTION 2: Original date of hire shall include all service to the Town as a regular full-time employee, provided any break in service due to layoff has not exceeded a one-year duration.

ARTICLE 6
PROBATIONARY PERIOD

A new or rehired employee shall be on probation for six months from the date of hire or rehire. During the probationary period of any such employee, the Town may terminate the employment of such employee for any reason without recourse to the grievance procedure.

ARTICLE 7
JOB POSTING - BIDDING - PROMOTIONS

All job vacancies, existing or newly created, covered by this

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Agreement shall be posted for a period of five (5) days and such jobs shall be filled in accordance with the Town's Civil Service procedures. Any employee may apply in writing for the posted job to the Personnel Director during this period.

ARTICLE 8
NON-DISCRIMINATION

SECTION 1: Neither the Town nor the Union shall discriminate against any employee because of race, religion, sex, age, color, national origin, political affiliation, place of residence, sexual orientation or physical disability. Any alleged violation of this Article shall not be arbitrable.

SECTION 2: All references to gender in this agreement shall be considered to refer to both female and male.

ARTICLE 9
LAYOFF AND RECALL

SECTION 1: a. In the event the Town decreases the work force in the bargaining unit, employees shall be laid off in inverse order of their seniority within job classification within their respective departments.

b. Employee(s) notified of layoff shall be entitled to bump less senior employees within their department/division, if qualified.

SECTION 2: The Town shall give employees affected at least two (2) weeks' advance notice of layoff or wages in lieu thereof.

SECTION 3: Employees on layoff shall have recall rights for a period of two (2) years after layoff.

SECTION 4: An employee shall lose all seniority under any of the following circumstances:

- a) He/she resigns voluntarily
- b) He/she is discharged for just cause
- c) When laid off, he/she fails to return to work within ten (10) working days after the Town has notified him/her to return to work by certified mail to his/her last known address, or fails to give a satisfactory reason for not reporting

- d) He/she retires
- e) Lay-off in excess of two (2) years

SECTION 5: Any employees on layoff shall be offered re-employment prior to the Town hiring new employees provided that they meet all of the qualifications for the position.

SECTION 6: The right of an employee to return to work upon recall shall be forfeited if not exercised within ten (10) working days of notification which shall be deemed given on the postmarked date when sent by registered or certified mail to the last known address of the employee on file in the Town's personnel office.

SECTION 7: During their term of office, the President and Vice President shall, in the event of layoff or reduction in force, head the seniority list.

ARTICLE 10
DISCIPLINE/DISCHARGE/DEMOTIONS

SECTION 1: No employee covered by this Agreement may be disciplined, demoted or discharged without just cause.

SECTION 2: All disciplinary actions, verbal or written warnings, or any other type of actions shall not be used against an employee after a reasonable period of time after the said violation had occurred.

SECTION 3: Any discipline other than oral warning shall be stated in writing, giving the reasons for same, and a copy shall be given to the employee and to the Union.

ARTICLE 11
GRIEVANCE PROCEDURE

SECTION 1: Should any employee or group of employees feel aggrieved concerning his wages, hours or conditions of employment, which wages, hours or conditions are controlled by this Agreement, adjustment shall be sought as follows providing any such grievance is raised within five (5) working days of its occurrence:

- a) Step 1: The aggrieved employee shall state his or her grievance to his or her supervisor who will use his best efforts to settle the matter and shall give his answer within the next three (3) working days.

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- b) Step 2: In the event the grievance is not resolved by the supervisor to the satisfaction of the employee, the employee with the steward shall within three (3) working days of the supervisor's answer, submit the grievance in writing, setting forth the nature of the grievance and the provision of the Agreement on which the grievance is based to the Department Head, who will use his best efforts to settle the matter and shall give his written answer within the next five (5) working days.
- c) Step 3: In the event the grievance is not resolved by the Department Head to the satisfaction of the employee, the employee with the steward or designated Union representative shall, within three (3) working days, submit the grievance as in Step 2 to the Personnel Director. The Personnel Director shall conduct a meeting within ten (10) working days of the receipt of the grievance to be attended by himself, the Department Head or his representative and such other representatives of the Town as may be appropriate together with the grievant, the steward or the Local President or his/her designee, and the Union. The Personnel Director shall give his written decision within ten (10) working days after the close of the hearing.

SECTION 2: The parties may by mutual agreement waive any step after Step One. If the Union desires to contest a suspension or discharge, it must file a grievance in writing within five (5) working days. Failure to file a grievance within the prescribed time limit shall constitute a waiver of all rights to grieve and arbitrate such matters. Grievances concerning suspensions or discharges shall be initially submitted at the third step of the grievance procedure. In the event the grievance is not settled at this third step, it may be submitted to arbitration by the Union.

ARTICLE 12
ARBITRATION PROCEDURE

SECTION 1: In the event the Town and the Union fail to settle a grievance which has been properly processed through the grievance procedure provided herein, the Union may submit it to the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association, but only within twenty (20) days after submission of the Personnel Director's disposition of the

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grievance to the Union, and the decision of the Board of Arbitration shall be final and binding on both parties.

Notwithstanding the language of above, within ten (10) days after the Union notifies the Town of its desire to file for arbitration in writing, the Town may, in its sole discretion inform the Union that it desires the matter to be submitted to the American Arbitration Association (AAA) under its expedited rules. If such notice from the Town is not given within ten (10) days of receipt of the Union's notice to the CSBMA, the Town shall forfeit its option to have the case heard before the AAA. If the matter is heard by the AAA pursuant to the Town's selection of this option, the Town shall pay the full costs of the AAA's administrative fees and the arbitrator's full fee and expenses (in such event, Section 4 of this Article shall be of no force or effect). When the Union submits any grievance to arbitration, a copy of such submission shall be forwarded, contemporaneously, to the Town by certified mail.

SECTION 2: The jurisdiction and authority of the arbitrator and his/her award shall be confined to the interpretation of the provision or provisions of this Agreement in dispute between the Union and the Town. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from, any of the terms of this Agreement. The award of the arbitrator shall be final and binding upon all parties to this Agreement.

SECTION 3: [The award of the arbitrator shall be final and binding upon all parties to this Agreement.]

SECTION [4] 3: Expenses, including the fees and expenses of the arbitrator, shall be borne and divided equally between the Town and the Union.

ARTICLE 13
MILITARY LEAVE

Military leave, not to exceed two (2) weeks, shall be granted to regular employees when required to serve a period on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his regular and military salary.

ARTICLE 14
JURY DUTY

Any employee within the Bargaining Unit required to serve on jury duty shall be given leave of absence for the actual

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jury-employed time, provided the employee notifies the department head promptly of such jury duty notification. Provided the rate paid for such jury duty is less than the employee's regular rate, the Town will pay the difference. It is understood that, if an employee is excused from jury duty not later than 12:30 p.m., he/she shall return to his/her regular job with the Town, and the payment of difference in wages by management shall not pertain when so working.

ARTICLE 15
LEAVE OF ABSENCE

SECTION 1: An employee may apply for, and may be granted, a leave of absence without a break in his/her seniority for a period of up to one (1) year. Any leave of absence in excess of one (1) year shall be deducted from his/her service.

SECTION 2: All leaves of absence shall be without pay, benefits or pension credit.

SECTION 3: Leaves of absence shall be terminated and continuity of service broken if an employee accepts employment elsewhere.

SECTION 4: No leave of absence shall be without the approval of the appropriate Department Head and the Mayor or his/her designee.

ARTICLE 16
INJURY LEAVE

Each employee who is injured or disabled in the performance of his/her duties shall be paid the difference between his/her regular current weekly earnings, at the time of injury, and Workers' Compensation benefits until such time as he/she is able to return to duty, providing that in no event will payments from the Town exceed one (1) year.

ARTICLE 17
HOLIDAYS

SECTION 1: The following holidays shall be observed as days off with pay:

New Year's Day	Labor Day
<u>Martin Luther King Day</u>	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Christmas Day
Independence Day	

SECTION 2:

- a) Holidays falling on a Saturday shall be celebrated on Friday.
- b) Holidays falling on a Sunday shall be celebrated on Monday.

SECTION 3: Whenever any of these holidays shall occur while an employee is out on paid sick leave, he/she shall receive holiday pay for such holiday without charge to his/her sick leave account.

ARTICLE 18
VACATIONS

SECTION 1: In each calendar year, each [permanent] regular employee shall be granted vacation leave with pay in accordance with the following schedule:

SECTION 2:

<u>Service</u>	<u>Vacation Allowance</u>
6 Mos. Service by July 1	5 Days
1 Yr. Service by July 1	11 Days
2 Yrs. Service by July 1	12 Days
3 Yrs. Service by July 1	13 Days
4 Yrs. Service by July 1	14 Days
5 Yrs. Service by July 1	15 Days
6 Yrs. Service by July 1	16 Days
7 Yrs. Service by July 1	17 Days
8 Yrs. Service by July 1	18 Days
9 Yrs. Service by July 1	19 Days
10 Yrs. Service by July 1	25 Days
11 Yrs. Service by July 1	26 Days
12 Yrs. Service by July 1	27 Days
13 Yrs. Service by July 1	28 Days
14 Yrs. Service by July 1	29 Days
15 Yrs. Service by July 1	30 Days

Employees hired on or after July 1, 1984, shall not be granted vacation in excess of 25 days.

SECTION 3: The vacation period shall be between January 1 and December 31 of each calendar year. All vacations must be completed during the calendar year and are not cumulative except in the event that an employee encounters a prolonged illness or workers' compensation claim which does not allow that employee the use of

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those days. In this event, the vacation may accumulate into the following year, to be taken immediately upon return from sick leave or workers' compensation (injury) leave or within three (3) months thereof.

SECTION 4: Vacation preference slips will be distributed not later than February 1. Choice of vacation dates will be granted whenever practicable, subject to the needs of the department, and subject further to the requirement that all employees be given the opportunity to schedule up to two (2) weeks' vacation before additional vacation time is scheduled. Accordingly, additional weeks of vacation may or may not be consecutive to each other or to the first two (2) weeks. Any conflict in scheduling vacations will be resolved in favor of the employee having greater division seniority. Any employee who fails to submit his choice of vacation dates by March 15 will forfeit vacation choice by seniority that year.

SECTION 5: Upon termination of employment, a [permanent] regular employee shall receive any vacation pay which he/she has earned but not received, pro-rated at one-twelfth (1/12) of his/her total vacation allowance for each full calendar month of service completed since the previous July 1.

SECTION 6: In the event of the death of any employee, his/her pro-rated vacation pay shall be paid to his/her estate.

SECTION 7: In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his/her sick leave, providing a Doctor's certificate verifies illness.

SECTION 8: When a holiday occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.

ARTICLE 19
INSURANCE

SECTION 1: The Town shall provide the following hospital and medical and (major) medical insurance for all employees and their eligible family members, and each employee shall pay [3.5%] 7% of the premium cost for his/her respective coverage (individual, 2-person or family) on health insurance; [this payment by the employee shall be capped at \$400, \$500 and \$600 for the coverages, respectively. Effective July 1, 1997 this copay on health insurance will increase to 6% of the premium and effective July 1, 1998 this copay will increase to 7%.] This payment shall be by

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contribution from the employee's weekly paycheck. Such deductions shall be eligible for the Town's I.R.S. Section 125 plan if such plan is in effect. Employees may select, during open enrollment periods, the following plans:

- a) Anthem Blue Cross Blue Shield Century Preferred Non-Standard Plan, Anthem Blue Cross Blue Shield BlueCare Plan (HMO) or HealthNet (formerly Physicians Health Services) (HMO) plan, each with a ten dollar (\$10) home and office co-pay.
- (b) A dependent child rider:
 - i) Anthem Blue Cross Blue Shield to age 25; or
 - ii) HealthNet
- (c) The Town shall provide for employee and family the Anthem Blue Cross Blue Shield Full-Service Dental Plan, with no riders.
- (d) Anthem Blue Cross Blue Shield full-service drug prescription plan, maximum \$2,000.00 benefit, in network, for employees and dependents, with co-pay of \$0.00 for mail order, \$3.00 for generic and \$6.00 for brand name.
 - (a) The Connecticut Hospital Service (Blue Cross) basic extended plan with the Semi-Private Room Credit Rider, and the OutPatient Benefits Credit Rider, and Semi-Private Maternity Credit Rider.
 - b) The Connecticut Blue Shield Century #96 Contract with \$5 deductible Home and Office Rider, one hundred dollar [\$100.00] maximum; effective July 1, 1997 the Home & Office maximum will increase to three hundred (\$300) dollars and the deductible will increase to ten (\$10) dollars.
 - c) Major Medical in the amount of \$1,000,000 with \$100 deductible and an 80% co-insurance clause.
 - d) A dependent child rider.
 - e) The Town shall provide for employees and family a Full-Service Dental Plan.
 - f) A full service drug prescription plan for employees and dependents; effective July 1, 1997 all prescriptions shall have a five (\$5) dollar

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employee copay and the maximum shall increase to seven hundred and fifty (\$750) dollars.]

(g)e) The Town reserves the right to change insurance carriers as long as the coverage provided and administration of the plan remains equal or better than the current coverage and administration of the plan.

SECTION 2: The Town shall provide and pay for the following insurance for all employees:

<u>[Life Insurance Paid Up</u>	<u>5,000]</u>
Accidental Loss of Life, Limb or Sight Insurance up to	6,000
Additional Life Insurance	<u>[50,000] 60,000</u>

[Effective upon signing, all new hires shall not be provided with paid up life insurance coverage.]

SECTION 3: The parties to this Agreement agree that the Community Health Center Plan (CHCP) or any similar qualified plan shall be offered to all employees covered by this Agreement as an alternative to the hospital and medical-surgical plan and/or major medical plan provided for in the foregoing section of this Agreement. Unless otherwise provided herein, any additional cost to the Town for CHCP or any similar qualified plan over that payable for the alternative plan provided for in the foregoing section of this Agreement shall be the obligation of the employee selecting CHCP or any similar qualified plan. There shall be a limited time period to be agreed upon during which coverages may be switched.

Such additional cost, if any, shall be deducted from the pay, on a regular periodic basis, of the employee making the election. Should the cost to the Town for the plans provided for in this section of the Agreement increase during the term of this Agreement, the employee's contribution by payroll deduction shall reflect such change in cost.

SECTION 4: The Town reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective

: certain designed surgical procedures and some or all requirements of the Managed Benefit Program and the Planning Service of Blue Cross and Blue Shield of ut. The employee's liability for non-compliance with the stainment provisions shall be limited to a maximum of per occurrence. The Town shall provide thirty (30) days notice to employees prior to implementation of the program provide literature describing such plan.

ARTICLE 20
SICK LEAVE

SECTION 1: Each [permanent] regular employee shall be entitled to benefits for loss of time due to sickness or disability other than that for which the employee is entitled to compensation under the Workers' Compensation Act.

SECTION 2: Definition: Sick leave shall be considered to be absence from duty with pay for the following reasons:

- a) When, because of exposure to contagious disease, the presence of the employee on duty would endanger the health of others.
- b) When the employee is required to undergo medical, optical, dental or other treatment for the care of diseases or the preservation of health and only when this cannot be accomplished on off-duty hours.
- c) When the serious illness of a member of the employee's immediate family requires his/her personal attendance, if supported by medical certificate, provided that leave for this purpose shall not exceed three (3) working days per calendar year.

SECTION 3: Sick Leave Allowance:

- a) Employees shall accumulate sick leave at the rate of one and one-half (1-1/2) day per month to a maximum of one hundred twenty (120) days.
- b) Sick leave earned in any month of service shall be available at any time during any subsequent month.
- c) No sick leave with pay may be granted to any

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member of the classified service with less than six (6) months' total service. After six (6) months' service, however, the employee will be entitled to a reserve or accrual of [~~six (6)~~] nine (9) days' sick leave credit with future accumulations in accordance with "a" above.

- d) Any employee with one hundred and twenty (120) or less accumulated sick days as of December 31, may use sick days during the following year to a total of one hundred thirty-eight (138) days.

SECTION 4:

- a) All unused sick leave earned during continuous employment may be accumulated up to a maximum of one hundred twenty (120) working days.
- b) Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- c) No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal work week.
- d) No sick leave shall accrue during a leave of absence without pay.

SECTION 5: A medical certificate acceptable to the Personnel Director is required:

- a) For any period of absence consisting of three (3) or more consecutive working days.
- b) For any prolonged illness or injury, a medical certificate will be required for every pay day period thereafter. A pay period shall be construed to be a week, and a certificate shall be submitted along with payroll sheets, except that one (1) medical certificate is acceptable to cover several weeks if it states that the employee will be unable to work for the specified period of time.
- c) In any instance where the department head has a reasonable cause to believe that sick leave is

being abused, the Town shall pay the cost of the medical examination by a Town-selected doctor.

SECTION 6: Any employee who by reason of illness has exhausted his/her sick leave may, in the case of a continuing serious illness, request the department head to forward a request for sick leave extension to [approve an extension of his/her sick leave, which request shall be forwarded to] the Personnel Director, who, after complete review and if such request is justified, [may approve an extension and] may recommend to the Mayor [and the Council] the approval of such request.

SECTION 7: In the event an employee retires in accordance with the provisions of any Town Retirement Plan, including Federal Social Security, he/she shall receive payment in full for his/her accumulated sick leave up to a maximum of ninety (90) days.

SECTION 8: In the event of the death of an employee, payment for his/her accumulated sick leave shall be made to his/her estate up to a maximum of ninety (90) days.

ARTICLE 21
FUNERAL LEAVE

In the event of death in the immediate family, the employee shall be granted leave with pay not to exceed three (3) consecutive working days, except that in any instance where the funeral is held after the three (3) working day period, one (1) additional working day of leave with pay shall be granted the employee for the purpose of attending the funeral. If additional time is required due to distance, the Department Head may extend the leave up to a total of five (5) days.

For the purpose of this article, "immediate family" shall include mother, father, sister, brother, husband, wife, child, or any other relative who is domiciled in the employee's household. In the event of the death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law two (2) working days of leave with pay shall be granted the employee. In the event of the death of an aunt, uncle, niece, nephew of the employee or spouse, one (1) working day of leave with pay shall be granted the employee for the purpose of attending the funeral.

ARTICLE 22
CLOTHING ALLOWANCE

Effective [upon signing,] March 14, 1997 any employee in the Unit provided a clothing allowance will no longer receive such

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allowance if he or she vacates the position he or she held as of January 1, 1997 for any reason, including but not limited to promotion, demotion, transfer, resignation, termination, etc. No new employee shall be paid a clothing allowance without the approval of the Mayor.

ARTICLE 23
HEALTH AND SAFETY

SECTION 1: The Town and the Union shall cooperate fully in matters contained in this Agreement having to do with safety, health and sanitary matters affecting the employee.

SECTION 2: The Town shall make available protective, safety and such other gear as required in accordance with current practice. This equipment shall become the responsibility of the employee. The Town will only issue new equipment when the old equipment is worn out.

ARTICLE 24
RETIREMENT

Benefits shall be as provided in accordance with the provisions of the Consolidated Pension Plan for Management and Supervisory Employees of the Town of Wallingford, Connecticut.

ARTICLE 25
UNION ACTIVITIES

SECTION 1: [The four (4)] Union officers shall be allowed to attend official Union conferences not to exceed one hundred twenty-five (125) hours total time collectively by such officers without loss of pay.

SECTION 2: Three (3) employees as designated by the Union shall be allowed the necessary time off without loss of pay for the purpose of contract negotiations; no more than one from any single department.

SECTION 3: In all of the above, reasonable prior request of said leave shall be given to the Department Head and the Mayor and in any case shall not seriously disrupt the operation of the department from which the person has requested time off.

SECTION 4: The Town agrees to recognize the Union representatives duly appointed by the Union for the purpose of adjusting grievances and other labor-related business with the Town. The Local President (or his/her designee) and aggrieved employee shall

be paid for attendance at any grievance/arbitration hearing or Labor Board informal or formal hearing provided the Local President (or his/her designee) and/or the aggrieved employee attend such hearing during their scheduled working hours.

ARTICLE 26
MANAGEMENT RIGHTS

There are no provisions in this Agreement that shall deem to limit or curtail the Town in any way in the exercise of its rights, powers and authority unless, and only to the extent that, provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Town's rights, powers and authority include: the right to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated; additions thereto; replacements, curtailments or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations; means and processes of operations; materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change production standards and quality standards; determine the qualifications of employees; regulate quality and quantity of production; and to run the Department efficiently.

ARTICLE 27
OUTSIDE CONTRACTING

No outside contractor shall be hired to do the work normally performed by regular Town employees prior to discussion with the Union. This provision shall not prevail in the event of an emergency which requires the employment of outside contractors and only after regular employees are being utilized within their talents.

ARTICLE 28
PRIOR PRACTICE

SECTION 1: Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that the Town or any employees have enjoyed heretofore officially, unless it is specifically stated that said practice has been superseded by a provision of this Agreement. This contract represents the complete

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Agreement between the Town and the Union.

SECTION 2: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 29
WORK IN HIGHER CLASSIFICATION

SECTION 1: If an employee is assigned to a position within a higher pay classification for a continuous period of at least sixty (60) calendar days, he shall receive compensation equivalent to the lowest pay rate step in the higher classification which results in a one pay step increase. Such higher classification pay shall be retroactively paid from the thirty-first (31st) calendar day the employee worked in the higher classification if he meets the sixty (60) day requirement stated above.

SECTION 2: To be considered "assigned" to such higher classification work referenced in Section 1 above, an employee must be assigned to perform the work in the higher classification in writing by the Mayor. A mere assumption of the duties absent Mayoral designation shall not constitute "assignment" within the meaning of this Article.

SECTION 3: If an "assigned" employee does not possess the requisite knowledge, skills, abilities, education and/or experience required by the higher classification as determined by the Town, the Personnel Director and the Union will meet to discuss an appropriate rate of compensation commensurate with the additional responsibilities. Such meeting shall take place within fifteen (15) calendar days of the Mayor's written assignment if requested by the Union. Failure to request such a meeting shall constitute a waiver by the employee and the Union of any and all rights to claims or future claims for further consideration.

ARTICLE 30
LONGEVITY PLAN - MANAGEMENT DIVISION

DEFINITION: Management Division: The Management Division of the Town of Wallingford, as covered by this longevity plan, shall consist of those employees covered by this Agreement: List attached.

1. In each fiscal year, each employee of the management division, who has or will have five (5) but less than ten (10) years of full-time classified Town service on July 1 of such fiscal year, shall receive an annual longevity increment three hundred dollars (\$300).
2. Each employee who has ten (10) but less than fifteen (15) years of full-time classified Town service on July 1 of such fiscal year shall receive an annual longevity increment of four hundred and dollars (\$400).
3. Each employee who has fifteen (15) or more years of full-time classified Town service on July 1 of such fiscal year shall receive an annual longevity increment of five hundred dollars (\$500).
4. Each employee who has twenty (20) or more years of full-time classified Town service on July 1 of such fiscal year shall receive an annual longevity increment of six hundred dollars (\$600).

Such longevity increment shall be paid on the pay date which next follows December 1 of each fiscal year. Longevity payments shall be made only to employees who are on the payroll on the pay date provided in the preceding sentence, on which such longevity payments are payable, except that any employee who is otherwise qualified for such payment and who, prior to such pay date in the fiscal year, is retired or is on any authorized leave of absence, shall receive such payments.

ARTICLE 31
ANNIVERSARY INCREASE

The present policy concerning annual merit increase shall remain in effect.

ARTICLE 32
GENERAL PROVISIONS

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SECTION 1: During the term of this Agreement, the Town will furnish the Union with an up-to-date Department Seniority List for the bargaining unit on a quarterly basis, together with the classification and rates of pay of each employee on such list.

SECTION 2: If any section of this Agreement shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Agreement, nor the context in which the section, or part of a section may be inseparately connected in meaning and effect with the section or part of a section to which such holding shall directly apply.

SECTION 3: The Town shall provide to each present employee and to each new employee when he is hired, a copy of the contract and insurance booklets and pension booklets.

SECTION 4: The Town shall implement a 457 plan for the benefit of the employees. The Town shall not be liable for any contributions to the plan.

The Union shall be responsible for submitting language for such plan to the Town for submission to the I.R.S. The Town may, in its sole discretion, modify such language upon advice of its attorneys.

SECTION 5: [Effective upon signing.] All employees currently authorized to use a Town-owned vehicle beyond usual working hours shall continue such use, however such use shall be "grandfathered". When such employees vacate the positions for any reasons, including but not limited to, promotion, demotion, transfer, resignation, termination, etc. they shall not be afforded this benefit unless specifically assigned this benefit by the Mayor in writing. Such assignment may be revoked at any time in the sole discretion of the Town. Such assignment shall be for employees with 24-hour emergency response duties as designated by the Mayor. Other assignments shall be considered on a case-by-case basis.

SECTION 6: Effective the date of this arbitration award no employee in the bargaining unit shall receive any college bonus or college incentive pay of any kind.

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ARTICLE 33
WAGE SCALE

SECTION 1: For Job Titles as listed in Exhibit A. The Management wage scale effective January 1, 2001 is as shown below:

<u>GRADE</u>	<u>1</u>	<u>3</u>	<u>5</u>
1	38,149	42,000	46,305
2	40,000	44,099	48,620
3	42,000	46,305	51,051
4	44,099	48,620	53,607
5	46,305	51,051	56,284
6	48,620	53,607	59,099
7	51,051	56,284	62,053
8	53,607	59,099	65,157
9	56,284	62,053	68,414
10	59,099	65,157	71,835
11	62,053	68,414	75,427
12	65,157	71,835	79,197
13	68,414	75,427	83,159
14	71,835	79,197	87,315
15	75,427	83,159	91,683
16	79,197	87,315	96,268
17	83,159	91,683	101,081
18	87,315	96,268	106,135

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SECTION 2: For Job Titles as listed in Exhibit A. The Management wage scale effective January 1, 2002 is as shown below:

<u>GRADE</u>	<u>1</u>	<u>3</u>	<u>5</u>
1	39,484	43,470	47,926
2	41,400	45,642	50,322
3	43,470	47,926	52,838
4	45,642	50,322	55,483
5	47,926	52,838	58,254
6	50,322	55,483	61,167
7	52,838	58,254	64,225
8	55,483	61,167	67,437
9	58,254	64,225	70,808
10	61,167	67,437	74,349
11	64,225	70,808	78,067
12	67,437	74,349	81,969
13	70,808	78,067	86,070
14	74,349	81,969	90,371
15	78,067	86,070	94,892
16	81,969	90,371	99,637
17	86,070	94,892	104,619
18	90,371	99,637	109,850

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SECTION 3: For Job Titles as listed in Exhibit A. The Management wage scale effective January 1, 2003 is as shown below:

<u>GRADE</u>	<u>1</u>	<u>3</u>	<u>5</u>
1	40,669	44,774	49,364
2	42,642	47,011	51,832
3	44,774	49,364	54,423
4	47,011	51,832	57,147
5	49,364	54,423	60,002
6	51,832	57,147	63,002
7	54,423	60,002	66,152
8	57,147	63,002	69,460
9	60,002	66,152	72,932
10	63,002	69,460	76,579
11	66,152	72,932	80,409
12	69,460	76,579	84,428
13	72,932	80,409	88,652
14	76,579	84,428	93,082
15	80,409	88,652	97,739
16	84,428	93,082	102,626
17	88,652	97,739	107,758
18	93,082	102,626	113,146

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SECTION 4: For Job Titles as listed in Exhibit A. The Management wage scale effective January 1, 2004 is as shown below:

GRADE	1	3	5
1	42,092	46,341	51,092
2	44,134	48,656	53,646
3	46,341	51,092	56,328
4	48,656	53,646	59,147
5	51,092	56,328	62,102
6	53,646	59,147	65,207
7	56,328	62,102	68,467
8	59,147	65,207	71,891
9	62,102	68,467	75,485
10	65,207	71,891	79,259
11	68,467	75,485	83,223
12	71,891	79,259	87,383
13	75,485	83,223	91,755
14	79,259	87,383	96,340
15	83,223	91,755	101,160
16	87,383	96,340	106,218
17	91,755	101,160	111,530
18	96,340	106,218	117,106

SECTION 5: [Effective upon signing,] All new hires will follow a [amended] three-step pay plan. [Employees will remain at Step 1 for two years at which time they may advance to Step 3.] Effective upon the date of the award, all new hires shall be paid at ninety-five percent (95%) of Step 1 of the pertinent salary grade. Such new hires will remain at this rate for two (2) years, at which time they may advance to Step 3, in which event they will be paid

the Step 3 rate. Any employees on Step 1 prior to the date of the award will remain at this rate for two (2) years from their date of hire, following which time they may advance to Step 3, in which event they will be paid the Step 3 rate. All employees will remain at Step 3 for two (2) years, at which time they may advance to Step 5, in which event they will be paid the Step 5 rate. Advancement from Step-to-Step shall be consistent with the practices of Article 31.

SECTION 6: When the Town determines that "on-call" or "standby" duty is necessary, an employee assigned such duty shall be compensated at the rate of [~~\$175~~] \$250 per week assigned, whether or not he/she is called to work. This compensation shall increase as follows: effective July 1, 2002 to \$275 per week, effective July 1, 2003 to \$300 per week. (effective July 1, 1999 to \$250 per week.) While on such duty, the employee must wear a paging device, and must remain within radius of the Town Hall so that he/she may respond to a call within thirty minutes of being paged.

ARTICLE 34
FLEXIBLE HOURS/COMPENSATORY TIME

SECTION 1: Flexible hours may be scheduled and permitted when, in the sole discretion of the Town, the Town determines it to be in its best interest and when it will enhance the performance and services provided by a particular department to the public. Such flexible hour scheduling will only be utilized as long as and for such period as the Town determines appropriate.

SECTION 2: Employees who are called into work on a holiday or Sunday are to be granted equivalent time and one-half off to be taken at a mutually agreed time within sixty (60) days of the holiday or Sunday worked.

SECTION 3: Employees who are specifically assigned by their supervisor to work on a Saturday which is a regular day off, shall be granted equivalent time and one-half off to be taken at a mutually agreed time within six (6) months of the Saturday worked. If, in spite of a request to use the time within six (6) months, it is not possible to find such appropriate time, the employee shall have one (1) additional month within which to use such time off.

ARTICLE 35
TRANSPORTATION

When an employee uses his personal car for Town business, but only when a Town vehicle is unavailable for that employee's use,

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the Town will pay a transportation cost commensurate with the IRS standard for the distance actually traveled, plus tolls incurred. An employee who, by practice, receives a transportation allowance shall not receive the reimbursement identified in this Article.

ARTICLE 36
DURATION OF AGREEMENT

This Agreement shall be effective from the day of its signing until December 31, [2000] 2004 and thereafter shall continue in effect as may be required by statute until replaced by a successor Agreement. No provision of this Agreement shall be retroactive except the regular wage scale, which shall be retroactive to January 1, [1997] 2001. Either party may give notice to the other of intent to negotiate a successor Agreement by giving to the other party not less than one hundred fifty (150) days' written notice of intention to propose amendments and/or changes prior to the expiration date.

TOWN OF WALLINGFORD

CONNECTICUT INDEPENDENT LABOR UNION

by: _____
Mayor

by: _____

Personnel Director

witness

witness

witness

SIGNED THIS _____ DAY OF _____, 2002.

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EXHIBIT A

JOB TITLES/PAY GRADES: WALLINGFORD MANAGEMENT UNION, LOCAL 17

Accountant, 3
Accounting Supervisor: Water & Sewer, 7
[Administrative Aide, 3]
Assessor, 12
Assistant Building Inspector, 5
Assistant General Manager: Electric, 15
Assistant Network Administrator, 4
Assistant Plant Superintendent: Sewer, 7
Assistant Sanitary Inspector, 2
Assistant Superintendent of Programs, 4
Assistant Superintendent - Water Distribution, 7
Assistant Superintendent - Water Treatment, 7
Assistant to Tax Collector, 2
Assistant Town Engineer, 9
Assistant Town Planner, 6
Assistant Youth Officer: Police, [3] 4

Building Construction Inspector, 2
Building Inspector/Zoning Enforcement Officer, [11] 12

Chief Appraiser, 6
Construction Inspector, 4

[Data Processing Supervisor: Electric, 9]
Deputy Comptroller, 11
Director, Parks & Recreation, 11
Director, Youth & Social Services [Bureau], 7
Distribution Engineer: Electric, 8
Distribution Superintendent: Electric, 13
Distribution Supervisor: Water, 5

Electrical Inspector, 3
Engineer/Planner: Water & Sewer, 6
Environmental Planner, 7

Garage Foreman: Public Works, 7
General Foreman: Public Works, 7
General Line Foreman: Electric, 11

[Housing Code Enforcement Officer, 11]

Inspector: Water & Sewer, 4
Internal Auditor, 5

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Junior Engineer, 2

Laboratory Chemist: Sewer, 5

Meter & Maintenance Supervisor: Electric, 10
Municipal Access Manager, 4

Network Administrator, 9

Office Manager: Electric, 10
Office Manager: Water & Sewer, 10

Plant Superintendent: Sewer, 11
Power Plant Superintendent, 13
Program Coordinator: YSS, 4
[Programmer: Electric, 4]
[Project Engineer: Engineering, 9]
Purchasing Agent, 9

Risk Manager, 8

Sanitary Inspector, 8
Senior Engineer, 10
Superintendent of Programs: Recreation, 5
Superintendent of Public Works, 11
Superintendent of Water, 11

Tax Collector, 8
Town Planner, 12
Treasurer, 7

Veterans Director, 7

Water Treatment and Pumping Supervisor, 5
[Welfare Administrator, 7]

Yardman Dispatcher: Public Works, 4
Youth Officer: Police, 9