

TOWN COUNCIL MEETING

JULY 17, 2001

6:30 P.M.

AGENDA

Blessing

1. Pledge of Allegiance and Roll Call
2. Correspondence
3. Presentation of Leukemia Sportsmanship Award Trophy to the Town of Wallingford on Behalf of all Participating Wallingford Soccer Teams in This Event – Requested by Councilor Rich Centner
4. Consent Agenda
 - a. Consider and Approve Tax Refunds (#1-23) Totaling \$7,954.56 – Tax Collector
 - b. SET A PUBLIC HEARING for August 21, 2001 at 7:45 P.M. To Conduct a Public Hearing and Consider and Act Upon a Proposed Ordinance Amending an Ordinance Appropriating \$1,200,000 for the Planning and Design of Town-wide School System Renovations and Authorizing the Issuance of \$1,200,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose (The purpose of the amendment is to increase the appropriation and bond authorization therein by \$1,000,000 from \$1,200,000 to \$2,200,000 and to ratify, confirm and adopt all prior authorizations and ordinances in connection therewith.)
 - c. Note for the Record Anniversary Increases Approved by the Mayor to Date
 - d. Note for the Record Mayoral Transfers Approved to Date
 - e. Note for the Record Financial Reports of the Senior Citizens Center; Visiting Nurse Association and Wallingford Public Library

- f. Consider and Approve a Transfer of Funds in the Amount of \$912 from Revenue – Town Clerk Acct. #1010-020-2030 to Town Clerk – Restoration of Old Records Acct. #6030-999-9912 in the F.Y. 00-01 Budget of the Town Clerk
- g. Consider and Approve a Transfer of Funds in the Amount of \$250 from Regular Salaries & Wages Acct. #001-7020-101-1000 to Purchased Services – Secretarial Acct. #001-7020-901-9000 in the F.Y. 01-02 Budget of the Town Planner
- h. Consider and Approve a Transfer of Funds in the Amount of \$2,300 from Regular Salaries & Wages Acct. #2030-101-1000 to Utilities Acct. #2030-201-2010 in the F.Y. 00-01 Budget of the Dept. of Fire Services
- i. Consider and Approve an Appropriation of Funds in the Amount of \$3,000 To Outside Contractor Acct. #001-2005-101-1800 and \$3,000 to Charges for Current Services Acct. #1065-060-6020 in the F.Y. 00-01 Budget of the Dept. of Police Services
- j. Consider and Approve a Transfer of Funds in the Amount of \$6,000 from Maintenance Treatment Equipment Acct. #461-8640-652 to Liability Insurance & Workers Compensation Acct. #461-8920-925 in the F.Y. 00-01 Budget of the Sewer Division
- k. Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Maintenance Treatment Equipment Acct. #461-8640-652 to Property Insurance Acct. #461-8920-924 in the F.Y. 00-01 Budget of the Sewer Division

5. Items Removed from the Consent Agenda

6. PUBLIC QUESTION AND ANSWER PERIOD

7. Consider and Approve Accepting a \$2,500 Donation from Stop & Shop, Inc. to Assist in Funding the High Noon Tunes Summer Concerts held at Community Pool - Recreation Dept.

8. Consider and Approve an Appropriation of Funds in the Amount of \$2,500 to Revenue Contribution Acct. #064-0400-070-7010 and to Expense Program Expenses Acct. #064-4000-600-6500 in the F.Y. 00-01 Recreation Dept. Program – Special Fund
9. Consider and Approve a Transfer of Funds in the Amount of \$23,000 from Salary & Wages Acct. #1600-101-1000 to Self-Insurance Deductible Acct. #8030-800-8270 – Personnel Director
10. Consider and Approve a One (1) Year Lease Agreement Between the Town of Wallingford and the Wallingford Committee on Aging, Inc., for the Use of the Senior Center Property Located at 238 Washington Street as Requested by Councilor Stephen W. Knight
11. Consider and Approve an Increase in Salary for the Director of Public Utilities - Public Utilities Commission
12. Consider and Approve a Budget Amendment in the Amount of \$15,401 to Fund an Increase in Salary for the Director of Public Utilities – Public Utilities Commission
13. Consider and Approve an Offer to Enter Into a de minimis Settlement with the United States Environmental Protection Agency (EPA) to Resolve Potential Liability the Town of Wallingford may have in Connection with the PCB Treatment, Inc. Superfund Site in Kansas City, Kansas as Requested by the Assistant Town Attorney Gerald E. Farrell, Sr. and the Director of Public Utilities
14. Discussion and Possible Action on the Town-Owned Former American Legion Building as Requested by Chairman Robert F. Parisi
15. Discussion and Possible Action on Designating a Specific Area of Town-Owned Property Adjacent to the New Senior Center Bronsord Point as Requested by Councilor Gerald E. Farrell, Jr.
16. Discussion and Possible Action on Waiving the Bidding Process for the Purpose Of Funding a Market Demand Analysis Study to be Performed by National Golf Foundation (NGF) to Determine the Need for a Municipal Golf Course as Requested by Councilor Thomas Zappala and Chairman Robert F. Parisi

17. Consider and Approve a Transfer of Funds in the Amount of \$17,500 from Contingency – General Purpose Acct. #001-7060-800-3190 to Town Council – Purchased Services – Golf Course Study Acct. #001-1110-823-9003 in the F.Y. 01-02 Budget – Mayor
18. Report Out from the Program Planner on the Status of the RFPs for the Simpson School Property, including a description of:
 - (1) final draft of the RFP;
 - (2) a list of the publications, etc., which are to advertise the RFP; and
 - (3) an update on whether anyone has expressed an interest in the property to date as Requested by Councilor Mike Brodinsky
19. 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

TOWN COUNCIL MEETING

JULY 17, 2001

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TOWN COUNCIL MEETING

JULY 17, 2001

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, July 17, 2001 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:34 P.M. It is customary of the Town Council to conduct one meeting during the summer months of July and August. This meeting has been scheduled to replace the July 10th and July 24th Town Council Meetings. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Centner, Farrell, Knight, Papale, Parisi, Vumbaco & Zappala. Councilor Rys arrived at 6:45 P.M. due to traffic delays. Mayor William W. Dickinson, Jr., Assistant Town Attorney Gerald E. Farrell, Sr. and Comptroller Thomas A. yers were also present.

The Pledge of Allegiance was given to the Flag.

A moment of silence was observed for John Costello, Former Town Engineer, 1980-1995.

Mr. Parisi announced that Item #14 is being withdrawn from the agenda.

ITEM #3 Presentation of Leukemia Sportsmanship Award Trophy to the Town of Wallingford on Behalf of all Participating Wallingford Soccer Teams in this Event – Requested by Councilor Rich Centner.

Councilor Centner stated, the boys and girls soccer teams participated in the program which proved to be an overwhelming success.

Past President and Coach Dennis Tozi, Presented the Wallingford Youth Soccer League's Sportsmanship Award Trophy to Mayor Dickinson. The trophy recognizes the league's efforts in raising \$50,000 for the Leukemia Society to help further their work in searching for a cure to the disease.

(Applause)

ITEM #4 Consent Agenda

ITEM #4a Consider and Approve Tax Refunds (#1-23) Totaling \$7,954.56 - Tax Collector

ITEM #4b SET A PUBLIC HEARING for August 21, 2001 at 7:45 P.M. To Conduct a Public Hearing and Consider and Act Upon a Proposed Ordinance Amending an Ordinance appropriating \$1,200,000 for the Planning and Design of Town-wide School System

Renovations and Authorizing the Issuance of \$1,200,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose (The purpose of the amendment is to increase the appropriation and bond authorization therein by \$1,000,000 from \$1,200,000 to \$2,200,000 and to ratify, confirm and adopt all prior authorizations and ordinances in connection therewith.)

ITEM #4c Note for the Record Anniversary Increases Approved by the Mayor to Date

ITEM #4d Note for the Record Mayoral Transfers Approved to Date

ITEM #4e Note for the Record Financial Reports of the Senior Citizens Center; Visiting Nurse Association and Wallingford Public Library

ITEM #4f Consider and Approve a Transfer of Funds in the Amount of \$912 from Revenue – Town Clerk Acct. #1010-020-2030 to Town Clerk – Restoration of Old Records Acct. #6030-999-9912 in the F.Y. 00-01 Budget of the Town Clerk

ITEM #4g Consider and Approve a Transfer of Funds in the Amount of \$250 from Regular Salaries & Wages Acct. #001-7020-101-1000 to Purchased Services – Secretarial Acct. #001-7020-901-9000 in the F.Y. 01-02 Budget of the Zoning Board of Appeals

ITEM #4h Consider and Approve a Transfer of Funds in the Amount of \$2,300 from Regular Salaries & Wages Acct. #2030-101-1000 to Utilities Acct. #2030-201-2010 in the F.Y. 00-01 Budget of the Dept. of Fire Services

ITEM #4i Consider and Approve an Appropriation of Funds in the Amount of \$3,000 to Outside Contractor Acct. #001-2005-101-1800 and \$3,000 to Charges for Current Services Acct. #1065-060-6020 in the F.Y. 00-01 Budget of the Dept. of Police Services

ITEM #4j Consider and Approve a Transfer of Funds in the Amount of \$6,000 from Maintenance Treatment Equipment Acct. #461-8640-652 to Liability Insurance & Workers Compensation Acct. #461-8920-925 in the F.Y. 00-01 Budget of the Sewer Division

ITEM #4k Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Maintenance Treatment Equipment Acct. #461-8640-652 to Property Insurance Acct. #461-8920-924 in the F.Y. 00-01 Budget of the Sewer Division

ITEM #4l Consider and Approve a Transfer of Funds in the Amount of \$1,200 from Recreation Supplies Acct. #001-4001-401-4100 to Protective Netting Acct. #001-4001-999-9956 – Parks & Recreation Director

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

VOTE: Rys was absent; all others, aye; motion passed.

ITEM #5 Withdrawn

Mr. Rys arrived at 6:45 P.M.

PUBLIC QUESTION AND ANSWER PERIOD

Bernadette Renda, 753 N. Main Street Extension thanked the Mayor for cutting the grass she complained about. She informed him that the sign still remains bent down and should be aightened out. It does not help to have a sign which reads, "Don't be mean, keep the streets an" bent down in such a way that it cannot be read. She stated that the pool looks excellent; they are doing an excellent job.

Pasquale Melillo, 15 Haller Place, Yalesville expressed concerns over the fact that the Town could potentially be held liable if a golf course is constructed on the Cooke property and the chemicals used to maintain the course were to pollute other communities' water supplies located down stream from the Town.

Mr. Parisi assured Mr. Melillo that a strict permitting process is conducted by the D.E.P. which will determine whether the use will be allowed on the property.

Jack Agosta, 505 Church Street, Yalesville stated, at the last meeting the Town Attorney was asked whether or not there was a state law which set out a specific date by which sand spread on the roadway must be swept from the streets. Did anyone look into the matter?

Atty. Mantzaris stated, in checking the State Statutes, he could find no such ordinance or statute having anything to do with sanding.

. Agosta stated that he called the State D.O.T. and they informed him that they did not think any statute existed on the issue because they are still cleaning the streets, themselves. He called the State Legislature's Office himself and they informed him that there is no such law on the books.

Robert Sheehan, 11 Cooper Avenue asked how the search for little league fields is going?

Mayor Dickinson replied that the Town is still reviewing the matter and awaiting input from the little league. There are a number of variables involved, therefore the decision will not be made lightly.

Mr. Melillo asked if the Town was employing a double standard with regards to the blight situation; for instance, the Simpson building. A lot of people have complained that the Simpson School building is displaying a lot of blight and not being taken care of the way it should be.

Mr. Parisi replied, yes, the situation at Simpson School is being worked on; no, there is no double standard being employed.

Mr. Agosta asked if the Council has received any complaints or comments now that the Blight Ordinance has gone into effect?

Mr. Parisi answered that he has received some feedback on the ordinance.

Mr. Agosta stated that he would be reluctant to have the Town spend extra money on Simpson School right now until it is determined what will come of the building. Anyone visiting the property is urged by Mr. Agosta to walk around the back of it and to pay close attention to what they will see if they look to the right.

Jerry Matuskiewicz, 249 New Cheshire Road complained about the chip seal process that was just performed on East Center Street. He asked that a Councilor go out and see the work for themselves. The potholes and cracks that existed in the roadway surface were never filled or sealed prior to the application of the chip seal product. In his opinion the job was inferior. He pointed out that the crews are now out there cutting the edges of the road that should have been done before the chip sealing process. He criticized the individual coordinating the work. In the McKenzie Road area 4-5" wide cracks that were approximately 3-4" deep were not filled in by the workers, prior to chip sealing.

Mr. Melillo stated that the American Legion Building should be put up for sale or lease. The real estate market is very strong and, before the winter months arrive, we should try and get it sold or leased.

Mr. Agosta spoke on the condition and progress of the Harrison Road project asking if it has been completed yet?

Mayor Dickinson replied, the job is not finished. Engineering plans have been submitted to the Engineering Department, when they o.k. them, work will commence again.

Mr. Agosta asked if the bond was pulled on the project?

Mayor Dickinson answered, yes.

Mr. Melillo asked for a report out on the former Wooding/Caplan property.

Mayor Dickinson replied that there is no new information.

Mr. Melillo asked the Mayor to explain the plan under review at this time.

Mayor Dickinson answered, the general plan has been well known. The construction of residential units and the improvements to commercial buildings that outline the property with landscape and parking improvements by the Town on the interior with the widening of access off of Center and Main Streets.

Mr. Melillo complained about the amount of trash that is accumulating on Route 5 in the center of town from businesses, large and small. He has received calls from residents bringing the matter to his attention.

r. Parisi asked for specific locations so that the matter could be looked into.

Mr. Melillo replied that he did not know the specific locations and had not taken the time to go looking for them. It was his opinion that the Council should be checking out the matter, not him.

Mr. Melillo felt that the Town Engineer, John Thompson, has been doing a good job for the townspeople. There was an engineering problem in Mr. Melillo's neighborhood and the Town Engineer came right out to survey and check things out.

Mr. Agosta stated that the Town should have a band shell or bandstand at one of its parks with summer concert programs that the elderly and others might enjoy.

Mayor Dickinson reminded Mr. Agosta that the Wallingford Symphony Orchestra's summer concert program is held around July 4th on Choate's school grounds. The R Band plays for the Recreation Department and there are also the F.R.A.P.P. (Family Recreation at the Parks Program) concerts on Wednesday nights at Doolittle Park.

m Dooley, 128 Parker Farms Road stated, we do have a concert series every Wednesday night, from the end of June, right through July, at Doolittle Park that brings in entertainment; the Mayor is going to be playing there this summer. If that is not first rate entertainment, I don't know what is.

Mr. Parisi asked if the Council can receive advance notice of when that will take place?

Mr. Dooley agreed to notify the Council of the Mayor's impending appearance.

Phil Wright, Sr., 160 Cedar Street stated that he missed the consent agenda because he was attending the P.U.C. meeting which conflicted with tonight's meeting. It was his opinion that the Town ought to have the V.N.A., Senior Center and the Library present their financial reports publicly.

Public Question and Answer Period was declared closed at this time.

ITEM #7 Consider and Approve Accepting a \$2,500 Donation from Stop & Shop, Inc. to Assist in Funding the High Noon Tunes Summer Concerts held at Community Pool – Recreation Department

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

Mayor Dickinson expressed appreciation for Stop & Shop's community assistance in providing a time enjoyed by everyone.

Parks & Recreation Department Head Tom Dooley stated, we actually have two concerts per week; one at Community Pool on Saturday afternoon and one down at Doolittle Park on Wednesday nights with our show mobile there which is probably nicer than a lot of band stands.

VOTE: All ayes; motion duly carried.

ITEM #8 Consider and Approve an Appropriation of Funds in the Amount of \$2,500 to Revenue Contribution Acct. #064-0400-070-7010 and to Expense Program Expenses Acct. #064-4000-600-6500 in the F.Y. 00-01 Recreation Department Program – Special Fund

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

This appropriation is in connection with Stop & Shop's donation (Item #7).

VOTE: All ayes; motion duly carried.

ITEM #9 Consider and Approve a Transfer of Funds in the Amount of \$23,000 from Salary & Wages Acct. #1600-101-1000 to Self-Insurance Deductible Acct. #8030-800-8270 – Personnel Director

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

These funds are being requested to satisfy the Town's obligation to pay a deductible amount in the settlement of litigation involving the Warzecha matter.

Wes Lube, 15 Montowese Trail asked for an explanation of what the matter is about.

Atty. Mantzaris explained, this is part of a settlement of claim that was filed by Mr. Warzecha against the Town of Wallingford of which you (Mr. Lube) are personally aware of.

Mr. Lube asked, is this the full extent of the settlement?

Atty. Mantzaris answered, no, it is the Town's portion of it; the Town's contribution toward the deductible.

Mr. Lube asked, how much is the total settlement?

Atty. Mantzaris replied, until the papers are signed, I can't reveal that. Nothing has been signed yet and I am sorry the name was even in the letter but, it happened.

VOTE: All ayes; motion duly carried.

ITEM #10 Consider and Approve a One (1) Year Lease Agreement Between the Town of Wallingford and the Wallingford Committee on Aging, Inc. for the Use of the Senior Center Property Located at 238 Washington Street as Requested by Councilor Stephen W. Knight. (Appendix I).

Mr. Knight stated, it is a standard lease. Inadvertently, Addendum C got left off of the agenda and should have received one – it should have been in front of you as you sat down tonight. In referring to Addendum C, you will notice that it has to do with Town department use of the Senior Center facility and I hope you will notice that it is quite comprehensive. A great deal of time was spent by the advisory committee establishing use by other Town departments, in coordination with some fairly major changes made in the Town's public policy and procedures towards use of public facilities. Other than that, the lease is fairly self-explanatory. It is for one year and I presume that a year from now we will see how it is proceeding. I would like to take this opportunity to invite anyone who has not had the opportunity to come down and visit the new center. It is a building that everyone in this community can be very, very proud of and I hope that everyone eligible will take full advantage of it.

Mr. Brodinsky stated, I feel I need to discuss this a little more but I don't want anyone to construe my comments or questions as suggesting in any way that I am not in favor or backing or supporting to the fullest extent our seniors and their activities down at the Senior Center. I don't want anyone to misunderstand my goals or my intentions. I make that disclaimer for the benefit of the Committee on Aging, my colleagues but also for the benefit of the press so that there is no misunderstanding as to what I am all about. If I am asking questions or raising concerns again, I want to reiterate that the purpose of my comments or concerns is to support more fully the seniors and to examine their level of satisfaction and to increase, if possible, their

level of satisfaction and that is the whole purpose. If anyone should suggest that my intentions are anything to the contrary, would state that they would be distorting my purposes. I do have some questions that were triggered by a very encouraging comment made by the Mayor a couple of meetings ago. I forget the context of the conversation but, the Committee on Aging and the Senior Center was the subject of some discussion and the Mayor commented that the Town and the Committee on Aging (COA) had a partnership and that was with respect to the policies and procedures, etc. I thought the Mayor was right on target; I think the Town should have a partnership with the COA with respect to the operation of the Senior Center. I know that concept by the Mayor several meetings ago may not be consistent with everyone's belief as to what our role should be but I think the Mayor was right; the Council and the Town does have a role or some stake in the level of satisfaction of our seniors and that means, yeah, we do meet a partnership. I think the Mayor was right. Why is it the Council's business? Because there are 50, 60, 70 seniors that go down there; they are our constituents and, to the extent that they enjoy or don't enjoy a town-funded facility, should be very much the business of the Town Council. That is one reason why I believe the Council should be involved in this partnership that I am going to discuss in just a second. The other reason is, the Town, according to my rough calculations, puts about \$600,000 a year into the operation of the center, between the mortgage payments and the direct funding. We certainly do have a legitimate concern despite some comments made by one or more of my colleagues who take the position that the Council really has no role; it is out of our jurisdiction; there is nothing we can do; nothing we should do. Who ever said it takes the position that there is nothing that they want to do but, I do not feel that way. When we talk about a partnership, I don't know exactly what the Mayor was talking about but I want to talk about the partnership that I am talking about. I first want to start with what a partnership is not. It is not an attempt to manage the Senior Center; to set policy at the Senior Center; it is not an attempt to get into hiring or firing decisions. The management of the Senior Center is strictly the Committee on Aging's business but if we are going to be a partner we have to be more than a silent partner. This lease and the timing of the lease fits into whether or not we are going to be anything more than a silent partner. I am sure that the Committee on Aging does not want to take our money and then just leave the Town Council out of it, so to speak. I am sure, based on information and private conversations, that the Committee on Aging does welcome some input from the Council, from time to time. The nature of that input can be discussed but, again, I am not attempting to manage the Senior Center and I don't think the Council should get involved in that, however, there should be some discussion about what is going on down there periodically. I think that when the lease comes due, that may be the time to do it and it also may be when funding is due.

Mr. Parisi stated, I think we are drifting.

Mr. Brodinsky stated, we are not drifting, here's why; if a lease is coming up and we renewed the lease and if the lease is a vehicle through which we are or may be a partner, as the Mayor indicated, it is the appropriate time to discuss whether or not a lease at this time is appropriate and the terms of the lease. That is the purpose of my comments. We are here to approve a lease

and I am discussing whether or not we are doing it at the right time in what criteria we have; that is the relevance, Mr. Chairman.

Mr. Parisi replied, that's fine.

Mr. Brodinsky continued, the legitimate question might be, why raise this now? After all the lease has gone through every year; year after year after year; sort of customary to approve the lease and if a custom continues for such a long time and is regarded as right, if anyone questions or challenges it, there is often an outcry in defense of the custom, rather than in defense of what is the right course of action. I suggest this; that the Town Council should have some oversight; it might take the nature of a customer satisfaction survey done, not by just the active seniors, but by the entire membership to see whether or not our citizens/residents are getting maximum value for the amount of money that we are putting into the senior center. Annually, when the lease is signed or as a condition of the lease, maybe that sort of performance check ought to be reviewed. Again, my information is that there are about 60 seniors that are active down there; the membership is about 1,700. I read a quote in the paper that said, "If 50 or so seniors are disgruntled, out of a membership of 1,700, that is a positive report card" and I question that. If 50 seniors are disgruntled, or at least perhaps at one time, 50 out of 70; I am not suggesting that there are problems or not problems but, any reasonable Councilor would be put on inquiry that perhaps where there is smoke, maybe there isn't fire but maybe a smoldering ember and we have an election here; we can let it go; look the other way; or get to the bottom of it; address it; ask that it be addressed and then move on. I think that the timing of this lease or the vote on the lease should be deferred until certain things occur; one is this customer satisfaction survey, which I think should be handled by an independent party. We could look at that and then talk about the lease. Another concern I have is the "extent of use". If you have 60 people going down there and we are putting \$600,000 into the senior center, that is about \$10,000 per senior. I am not suggesting that we cut back on the funding, not at all, but we should increase the membership somehow but I think there ought to be plans for that. There are events that have been publicized and some not so well publicized which, again, would put a reasonable Town Councilor on inquiry that maybe we should take a closer look at what is going on down there and the way not to do it is to renew this lease year after year after year without any questions asked. I think it is time to ask some questions, get some reports and this should be done through some negotiations and discussions over a period of months and I am sure our concerns can be addressed in that period of time, I am absolutely confident of that. When our concerns are addressed, it would then be time to re-do the lease. I am suggesting that either this be tabled, we vote no on this temporarily until the issues that we are all aware of, and there are Councilors on both sides of the aisle that are well-aware of issues; and I am not making judgments nor do I have pre-conceived opinions on it, but we all know there are issues down there and we have heard enough about it so we have to take the bull by the horns and confront them head-on, rather than turning our back on them. I know these comments are probably going to ruffle some feathers. Unfortunately, I feel that it is worth the price of doing that but, I think in the long run, it is better for our seniors if we address these issues in some sort of a

timely, reasonable fashion and the renew of the lease is the time to do it or certainly one time to do it. If we do not renew the lease, the seniors stay there; the Committee on Aging remains as the tenant or manager of the Senior Center; they remain month to month and nothing really changes except it gives the Council and Committee on Aging a chance during the month to month period to discuss, evaluate, review some of their suggestions that they got from an independent study and had...needs which not many people are not aware of, but I was looking at them and somewhat concerned about that and a final thought; I am a little disorganized here and I apologize for that but, we talked about a partnership. The Mayor brought it up and I was a little bit disappointed to learn that the Committee on Aging amended their by-laws a couple of years ago so that appointees by the Town Council no longer sit on the Committee on Aging. That does not sound like a healthy partnership to me and that is one of the reforms that ought to be changed as part of the discussion on renewing the lease. At one point the Town Council did appoint the people; now they don't. I think that is a step in the wrong direction, thank you, Mr. Chairman.

Mr. Parisi stated, to correct one thing; Mr. Brodinsky, in the past the Council never appointed anyone. What they did was designate specific people, mainly three, out of a list that was supplied by the Committee on Aging.

Mr. Brodinsky stated, thank you for the clarification, but that is no longer the case.

Mr. Parisi stated, I don't want it to look like the Council appointed people when, truthfully, they didn't because there wasn't that much contact with the Senior Center on a daily basis to know the players.

Mr. Brodinsky stated, thank you, but that has been changed and I think it is a step in the wrong direction. The alternative of actually appointing somebody is an alternative that ought to be discussed.

Mayor Dickinson added, on that point, the Committee on Aging is an incorporated entity. That was a deliberate course of action. The Board of Managers is a similar situation, we want them to be separate, legal entities. We do not want their operation to come under the legal umbrella of the Town of Wallingford for a number of reasons; they are to be completely separate as a legal entity. If that is not the case, we have a vast variety of other issues that we have to address. The membership on the Board was deliberately set up to be very separate from Town government control.

Mr. Brodinsky replied, assuming, for the purpose of argument, that what you say is right and correct and wise; that makes the lease even more important. That makes the decision to lease the premises our only chance at being a partner and I was actually, Mayor, plagiarizing you when you said we had a partnership. I thought that was a great idea and now I just have to find a way to be a partner, rather than just a silent partner.

Mayor Dickinson replied, I just want everyone to be aware that there are legal consequences to town government being directly responsible for who sits on Boards of Directors of corporations. If we are going to go in that direction, there are a number of questions that have to be answered. We chose not to do that; we want them to be a separate legal entity so that we don't get entangled in other issues regarding their policies and practices; that was the decision. But, that doesn't mean that there is not a working relationship between the two; it just means that there is a separate entity there. Were we to be appointing directors, could be argued that there is not a separate entity and it really is all just the Town of Wallingford, which is something that, again, we have to think long and hard if we are thinking about going in that direction.

Mr. Brodinsky asked the Mayor, is it your opinion that designating one or two or thereabouts members out of fifteen would turn this into a public agency, is that what you are saying?

Mayor Dickinson answered, my feeling is, that would bring us a lot closer to an appearance that is not separate; that is indeed another agency of the Town of Wallingford and there are consequences to that I don't think we want to undertake at this point.

Mr. Brodinsky stated, I read the Freedom of Information decision, Wes Lubee against the Senior Center and the criteria there. After reading that language they talked about direct management or direct control over the Senior Center and having the right to designate one or two from a list. It doesn't even begin to come close to that thought. I know that's your concern...

Mayor Dickinson interrupted to state, no, that is not my concern. F.O.I. is not the concern. My concern goes to much larger matters involving personnel and liability issues. F.O.I. is a very small concern compared to what I think are the real consequences of government operating or being responsible for who makes decisions on the Committee of Aging, Board of Managers or any of the agencies that provide services. Wallingford Day Care is another example of a completely separate organization that provides a service for the Town of Wallingford. We have intentionally kept them as separate agencies and I think we should continue to do so. F.O.I. is a small part of that whole picture.

Mr. Brodinsky asked, in your view, how then the Council be a partner with some meaningful role since you raised the issue of partnership? What would be your suggestion?

Mayor Dickinson answered, partners are, generally, equals. If we are appointing people on these Boards, then we have more hostages than we are equals. I think the issue is discussion regarding what problems there may be. There has to be recognition that day to day issues always may have some problems. It is a question of how to resolve those things. If there is enough discomfort the, of course, funding or renewal of leases, this is a one year lease, I think there are provisions for termination of the lease with 180 days' notice. There are a number of

things that can be done but partners are discussions between more equals than they are a landlord and tenant, perhaps.

Mr. Brodinsky stated, I am groping for some suggestions as to how we can; I don't want to be an equal of the Senior Center; I don't want to manage their affairs or anything else. Rev. Cooley and his crew can do it. I am just looking for some concrete discussions as to how meaningful discussion can take place and it seems to me if we have already funded them and signed the lease, there is no room for discussions anymore. What are your ideas, Mr. Mayor?

Mayor Dickinson answered, the issue would be setting up a meeting. If there is someone concerned I know that Rev. Cooley and others are more than willing to sit down and discuss the issues they are aware of; those they are not aware of; go over those. I have never found Rev. Cooley or anyone else to be of a mind or an attitude that would prevent or compromise or looking for ways to responsibly deal with issues. Naturally, if you ran into that kind of stonewalling, then there would be real concern for problems. I don't think that exists. I think it is simply a matter of contacting the president (of COA), getting in touch with the responsible people and sitting down and talking to them. He is here now and can address it, himself.

Mr. Knight asked to be included in the two-way, two-person discussion between Mr. Brodinsky and Mayor Dickinson since he is the person, over the last several years, who has been intermittingly involved with the project. He stated, it is being suggested that possibly, unless we conduct every element of our interest in the Senior Center on this particular pall, that we are not doing our job. Mr. Brodinsky is probably unaware of the many inquiries that people have made on any number of subjects having to do with the Senior Center and this, of all places, is probably to discuss a lease and to open up a discussion of their lease to all the other matters which might be of interest to Council seems most inappropriate. This is a lease discussion. Any other discussion is agential at best. I can't stress that more. This is a lease of a piece of property and to suggest that the Town will have invested, to use your figure Mr. Brodinsky, almost \$4 million only to hold up the signature on this lease until such time as we are publicly and completely satisfied with every aspect of their operation, is absurd. I can't believe what I am hearing. We are talking about a lease of a brand new building for which many people spent thousands of hours attempting to put a new physical face on the Senior Center. It is suggested that there are 50, 60 or 70 seniors; to even suggest that that is the full participation in the Senior Center is another absurdity. The choice seems to be, according to Mr. Brodinsky, that we either discuss this in a public forum to his satisfaction or we are labeled as turning our back on the seniors of this community. I think this building, in itself, speaks otherwise and this is not, by the way, a renewal of a lease but a new property and a new lease and a one year lease. I still don't understand how we got so far a field with what is customarily, shame on us for observing custom, somewhat something fairly pro forma unless there are specific aspects of the lease that need to be discussed. To open it up to the entire operation of the Senior Center seems to me premature at the most. I would like, if I may, could we possibly get back to actually discussing the lease and the terms of the lease? Thank you.

Mr. Zappala stated, the reason I think Mr. Brodinsky brought this subject up is because, when you are presented forty senior's signatures who do go to the Senior Center out of seventy, and you find yourself in the position of taking action, you begin to search for something you could do to help the situation. I assume that is one of the reasons why this is being brought up. I don't think it is inappropriate at this point to see if there is any way in which we might resolve the problems they seem to be having at the Senior Center. When your hands are tied to help those individuals who regularly go to the Senior Center, you try to find ways to resolve the situation in different ways. I'm sorry but that is what I think is happening. You all know; the president knows what is happening and everyone else in this room knows what is happening. That is why I think, myself included, we should try to find a solution.

Mr. Parisi stated, I have made an effort to get down to the Senior Center at least once a week and my observation is, while it is not perfect, it is a lot better than it was. They have made me efforts to establish better lines of communications with the clients, clientele and I think they are re-evaluating how they do things so that people will have the opportunity to have a more active role as a volunteer, perhaps through that effort, we will buy in more. This is all part of trying to solve a riddle and the riddle is, we do have a larger membership than we do active participants. I am convinced at least at this point that, one, a very strong effort is being made and, two, there are different people coming forward to serve on the various committees down there; some new blood, if you will. Never would I infer that the people who have been there haven't done their job. As we all know, there is always a time when new ideas are welcomed and refresh an operation. I must say that, in no way, will I take part in holding hostage the building and Senior Center, in general, by saying that I am not going to sign a lease unless you do what I want you to. That, I believe, very strongly is inappropriate. There are many other forums in which we can work and should be working in those areas to attempt to affect a change if we see that it has to be made. I believe, in some areas, most of us are in agreement. I am not going to get into the specific discussion because this isn't the place and it isn't the item on the agenda. We are here to resolve the lease.

Mr. Brodinsky stated, you and perhaps Mr. Knight used the phrase, "holding hostage"; that is exactly the kind of distortion that I was afraid. That is not what this is all about. What I am gesting is, that the Committee on Aging continue what they are doing; the seniors continue what they are doing, but at least not be signed temporarily. The lease will be signed and I think I said that. I said that there would be no question in my mind that the Committee on Aging would sign a lease in a matter of time. During a period of one, two or three months there would be a period of discussion. Now you may have impressions about how things are going but others may not agree and the question is, what role all nine of us, not just one person, what role does the Council have in satisfying itself that our seniors are being well-served and that the community is getting value for the money spent. If that is an illegitimate concern of this Council; if that is none of our business, then I am deeply worried and disappointed. That should be our concern; that should be our business and the time to engage ourselves in that

discussion is before a lease is signed. It was the Mayor that suggested we are partners and we should have discussions; let's do it but let's do it where everyone has a right to participate where it is full and free and a frank exchange of information. Once this lease is signed, as Mr. Zappala said, options are closed; options are closed, and that is my concern.

Mr. Parisi stated, that is the thought that's the leverage. We can play games with semantics but, in essence, what you are doing is, you are holding it hostage because you are not signing the lease. You can call it what ever you want to and I don't want to get into the question of semantics, I really don't because it will go nowhere. I am saying, and I believe the Mayor said, there is a way to do it and we can do it through the meeting process if everyone wants to get together and do it. That will create a forum for all the concerns and create, hopefully, some responsibility as to what is accomplished and what isn't accomplished. Again, I don't think all that should hinge on the signing of the lease. All those things can go forward, whether this lease is approved tonight. It is not going to hurt a thing.

Mr. Knight stated, the operative word seems to be distortion, Mr. Brodinsky. I will add my opinion as to what the distortion seems to be. There seems to be an attempt being made that if we do not air all our concerns about the Senior Center, out in public, every time something having to do with the Senior Center comes up, then we are not appropriately serving the senior community of Wallingford. That is a distortion, that is not at all what any of these nine people up here feel is their responsibility toward the seniors or the senior center. I do think, however, that we have made a significant investment in this community in a brand new building and, with that, go our hopes and enthusiastic support that the Senior Center will have an opportunity to reach its full potential. I think this building is testament to the support that this community gives its seniors and I think that will continue. There are many, many ways for the support to be exercised besides holding them hostage and not signing a lease, yet allowing them month after month after month to be on the hook until such time as we deem ourselves satisfied with their performance.

Wes Lube, 15 Montowese Trail referred to the Mayor's comments on the need to maintain an arm's length relationship with an independent corporation. I think he may have forgotten that when Randy Erskine first drafted the by-laws for the Committee on Aging, he intentionally included six seats under the fifteen that were to be appointed by the Council. This was in the original by-laws and constitution of the Committee on Aging and there were to be three appointed every two years, each year for two year terms or two for three year terms; I have forgotten which it was. Those six seats were revolving seats. In practice, you are absolutely right. I don't know of any Council that selected nominations for the Committee on Aging. In practice, the Committee on Aging submitted some names which the Council gratefully received and said, "o.k. with us." As far as the Council was concerned, in past years, the less they had to do with it, the better. They never took advantage of Mr. Erskine's original conception; that they would continue to have an ongoing representation on that board. About three years ago, I submitted my name to the Council, knowing you had appointment duties, and nothing came of

my letter and it was following that that they decided to eliminate the Council making any more appointments. I am very much aware of what transpired; how it came about. You also spoke of the need for surveying the senior members; all of them. I think that was a bit limited. I think we would be much better off surveying the seniors, not senior members. When you are handling 1,700 members and all they have to do to be a member is just go down (to the Senior Center) and sign up, there's no fee or prerequisites other than age, 60, to become a member. It is that easy and yet only 1,700 have opted to do that out of some 6,000 in the Town. There is a reason for that. I don't know what it is but maybe, just maybe a survey would discover why, in part at least. That was my battle that went before the F.O.I. I had wanted to sponsor such a survey on my own and they refused to allow me to have a list of the members and it is only by knowing who the members are and non-members are that such a survey is meaningful. If the Council could...undertake such a study. You are the court of last resort in that regard. I think it is a marvelous suggestion and I would ask that you expand it beyond just the members.

my DeBaise, 278 N. Main Street stated, I am as deeply involved with the controversy down at the Senior Center as anyone in this building right now. I can rightly say that I believe Mr. Brodinsky's heart is in the right place; whether or not you folks have taken it as he intended it to be, I am not so certain. I see a couple of you gentlemen nodding your head, whom I have utmost respect for but, it does not seem to me that it is being taken in the manner in which it was intended. I think that Mr. Brodinsky has the right idea in that you folks may be, one of these days with the other powers that be in this town, could get together and discuss the situation. I also agree with the Mayor that we don't want to open Pandora's box by getting the Town too deeply committed as far as liability in many aspects. I had a discussion with him one time, one on one, and he pointed out a few things that I think are best left unsaid but it could create some serious problems by the Town getting too close to the situation in the matters you discussed, Mr. Parisi, in the sense that the lease could be held hostage under these circumstances. But, Mr. Brodinsky, at the same time, has some very valid points and please don't just write it off as nonsense. Most of you people on this board are extremely intelligent people and it is time for you to maybe devote a little more time to the situation. Since we have more than two-thirds of the active members at the Senior Center who were very disturbed, we followed the recommendation of a couple of Councilors and had a petition made up. I want to clear up a misconception of the people involved with that petition; I am the one who suggested the petition not one of the staff employees at the Senior Center. I am not the one that made up the petition but I helped pass this petition around and I got many of the signatures on there. We could have gotten more signatures except that it happened at a time of the year when some of the active membership was in Florida. My point to all of this is, there are two sides to this issue which are very valid and Mr. Brodinsky is bringing up a point from his heart, the same as we are complaining from our heart, that is all.

Jack Agosta 505 Church Street, Yalesville stated, it is a good time to bring this up; the man is right. How would you attack this? How would you get together? How would you sit down and work it out and see what the problem is if there is a problem down there without conducting a

survey? If you put your hands over your eyes, ears and mouth you won't hear, see or say anything but you also won't learn anything. If you don't try to learn what the problem is; if you are going to be stubborn and think of it as a political move; I don't think it is political. I think that if there is a problem at the Senior Center, we should look at it. That is the only way to do it, get together; not argue about whether this is the right or wrong time for it. Don't argue; do something.

Mr. Knight replied, look, I am going to say it one more time, Jack and I want you to listen to this very carefully and Tony, you too. I don't want it construed that if we don't play this thing out in the middle of a Town Council meeting that it reflects that there is a lack of concern of lack of action on the part of any single Councilor here. Tony, you know that. You know that there have been Councilors who have spent a good deal of time, behind the scenes, we do not grandstand in front of the Town Council. We do it behind the scenes. It may be politically as astute as Mr. Brodinsky has been bringing it up in the middle of a lease discussion, but it is probably a heck of a lot more effective. Jack and Tony, I would urge you to keep your ear to the ground because there are things going on and people are moving on things and gathering information and trying to make changes, not just Councilors, there are a lot of other people within the Senior Center community that are determined to see that the internal success of the Senior Center matches the commitment the Town has made. This is a proud moment for the Town of Wallingford to have made this Senior Center a reality and I think there is an attempt here to besmirch that effort and, at the same time, play up the seed that unless things are done strictly, according to whatever we decide here, in this body, in the middle of this meeting, that nothing else is going to take place and I don't want that impression to be left with a single person in this community.

Mr. Agosta replied, you are not talking to someone who has not come to these meetings and been involved. I do my research. If there is something going on at the Senior Center that is being researched or looked at, where is the cooperation between the whole nine of you? If there was something being worked on, it should be worked on by all nine people on that Council and the Mayor, not just say that people have done this. When you do something, you work hard, which all of you do but, it should be a consolidated effort. All Mr. Brodinsky is doing is bringing up the fact that that is what should be done. The Town should have limited control over what goes on down there and there should be a survey taken to see what is wrong and what is right and improve on what is right and get rid of what is wrong. Making it political is not the place for it.

Ms. Papale commented, Tony, I wanted you to know, from me, that we have discussed the situation. We, as Council members, at one time or another, have sat down with Rev. Cooley and we are all aware of what is going on and how things, I understand, are getting much better. We are concerned and we have to discuss it. I have discussed it as it started and has gone on with many members of the Committee on Aging. I have non-political friends who are on the Committee on Aging and I am just a little confused because they sit in on these meetings and

they are telling me that things are getting better. I have talked to Rev. Cooley and he seems to think things are getting better. We, on the Council, and the members at the Senior Center that go down there and spend so much time, you know what is going on and how things should be getting better and I understood we are getting better. I just didn't think this should be something that the whole world had to know about. It is being taken care of and I don't know, Mr. Chairman, if you thought this would be the proper time maybe for Mr. Cooley to tell us?

Mr. Parisi answered, no. I would rather, quite frankly, vote on the lease, if we can.

Ms. Papale stated, I am getting to the point of the lease. I wanted the people concerned to know that we have discussed the situation and I just don't seem to understand and I am hoping Mr. Brodinsky or someone can explain to me when the lease would be signed and, by not signing the lease, why it would make a difference? I would like to sign the lease now. I think we have people working very hard to get the situation under control and I really don't know that by not signing the lease what kind of situation it would be and how it matter. If maybe someone could just answer it then we could call the question or whatever, but I would like to know what difference it would make at this time.

Mr. DeBaise asked for one moment to respond to Mr. Knight's comments.

Mr. Parisi replied, we really try not to get into debates, Tony, with all due respect.

Mr. DeBaise stated, it is not a debate. I just want to clarify something. We realize that you (Council) have not lost interest in this situation. We also realize that this is not the forum in which to discuss this openly. We realize that. We don't want to discuss this openly, we would like a private meeting with the Council and "x" number of members the Wallingford Senior Center. I am proposing that to you at the present time, that's all. As far as the quality of the building, the organization that is responsible to have that building done, the few people that I know of that are the driving forces behind that building being built is just an outstanding situation. We know that; we have something special. We don't want to argue that point. Six of you out of nine have come to me, personally, and mentioned that you are interested in this. We know that. We would just like to meet in a different forum and discuss the problems, when the proper time comes. I discussed this petition with you, personally, one time and I did not present this to the newspaper like I was requested to do, I presented it to you folks, because I thought that was the best way to handle it, and to the Mayor as well. Thank you.

Mr. Parisi stated, I think we are in the wrong area with this item, I'm sorry. I want to deal strictly with the lease; I want to have one more comment from Mr. Brodinsky and then I would like to vote on this item.

Mr. Brodinsky asked Ms. Papale to repeat her question.

Ms. Papale asked, if the vote passes tonight to sign the lease, how would that make a difference in your perception of what could be done down there to make the situation better?

Mr. Brodinsky answered, if we do not sign the lease, there is a period of time of discussions with the Committee on Aging. It is not done, as Mr. Knight suggested, in open forum. I was not at any time suggesting that demands be made here. What I said was, if we do not sign the lease now, nothing changes. I think I said that twice. The Committee on Aging manages the Senior Center, the seniors are still there and it is there on a month to month occupancy situation during a period of time where there are discussions. At the end of those discussions I said, once or twice, I have every confidence that the lease will be signed. What is the harm in deferring the signing of the lease pending those discussions? I will tell you the benefit; based upon what I have heard, it appears as if members of the Council are getting conflicting information. Some people say things are getting better; I have information that may not be the case. If we are not getting the same information, I am not sure that we all can make a wise decision so there would be an information-gathering process where we all receive the same information and we are all on the same page. We can share the same goals, have the same expectations with respect to the Senior Center and the management down there. That is a very rational thing to do. We did have some discussions with Rev. Cooley and that was reported; that is no secret. Some people have said on this Council, since then things have gotten better. I am saying I am not so sure that is the case, only because I am getting different information. It is as simple as that.

Mr. Parisi stated, I think it is more important to, instead of relying on someone else, go down there yourself, if you can, and try to get there and talk to people. I am fortunate, being retired, I have the time to do that, maybe everyone doesn't.

Mr. Brodinsky replied, you see, it is the people that are not there that need to be talked with and Mr. Lubee had an excellent suggestion. When Mr. Knight said, "there are discussions behind the scenes; people are working on it"; he may see results but I am not hearing about those results from the people I talk to. There may be things going on behind the scenes but if there are no results, no changes, it is great if things are going on behind the scenes but, at some point, you have to come forward, bite the bullet in public and examine ourselves and have a self-assessment. Mr. Knight calls it political, that's fine. That is his opinion on that.

Mr. Parisi replied, I not getting into what anyone is calling it but, quite frankly, I don't see where signing the lease conversely prevents any discussion or any forward movement on the problems. I guess it is just a question of perception and where you feel you have to be. I don't see any problem with signing the lease. Having sign that.

Mr. Lubee stated, I have heard general comments about plans in the works. It would be interesting to see how they develop; activity plans I am talking about. Mr. Knight mentioned

earlier that the new lease embodies language that leaves room open to expand the activities beyond merely the Committee on Aging. Could you expand on that, Mr. Knight?

Mr. Knight explained, there is and always has been since the building started to take shape, an interest in seeing to it that the facilities be made available after the Senior Center activities are covered. Some of the rooms are to be made available for certain Town department-sponsored activities after hours, in particular. That is what the attempt has been, to make sure it is understood that this facility, while it is a Senior Center facility, it is going to be available in a limited fashion to other organizations within the town that are sponsored by the Town.

Mr. Lube asked, who is to be the arbiter?

Mr. Knight answered, largely the attempt has been made to write a policy and procedures that would cover almost all of Town facilities and I would have to defer to the Law Department, specifically on that. There are a lot of other, more specific parts of this Addendum C, having to do with which facilities are appropriate for use by other groups. As to the policy, itself, and how it is administered, I would have to defer to the Law Department.

Atty. Mantzaris stated, there is a set of regulations that are appended to the lease marked "Schedule C" and they contain an application. The lease, itself, provides that outside groups; groups other than the Senior Center, itself, can use the facility after hours, which I think is after 5:00 P.M. The other activities being sponsored by Town government. I believe those meetings, if Planning & Zoning were to have some kind of seminar or some kind of educational information for other town planners; the legal department may be having a seminar on bankruptcy for our Electric Division as we have had in the past. For instance, some Town of Wallingford agency sponsoring some kind of a governmental type of activity, not allowing private parties or groups to use the facility for private purposes.

Mr. Lube asked, who is the one they would apply to if they were interested in using the space?

Atty. Mantzaris stated, the application goes to the Committee on Aging and a copy goes to the Mayor's Office. I suppose those two agencies would review it to be sure that who ever was applying for use satisfied the governmental department or agency operation style of standard.

Mr. Lube asked, what would be the charge for use?

Atty. Manztaris replied, it didn't supply a fee; I don't know that there will be one. If there is a fee, it has not yet been established.

Mr. Lube asked, who absorbs the janitorial costs?

Atty. Mantzaris answered, which ever agency is using the facility, not the Senior Center. That is in the regulations.

Mr. Lube asked, there is a cost, even if there is not a fee?

Atty. Mantzaris answered, yes there is.

Vincent Avallone, 1 Ashford Court asked Atty. Mantzaris, what type of exposure, liability-wise does that pose to the Town in the lease? Are they retaining some use of that building? Is that a condition of the lease? It's going to the Committee on Aging with the condition that it would be given back to the Town for use, too? Is there some control being kept by the Town? Is that what that is intended to do?

Atty. Mantzaris answered, I don't think so. The idea is to limit the use to governmental purpose, not to have the Town control the use of the building.

Mr. Avallone asked, you are leasing the entire building to Committee on Aging but are you retaining some use for the Town?

Atty. Mantzaris answered, yes, by application and if the room is available, yes, there is retaining the option to use that facility for governmental purposes.

Mr. Avallone asked, and that would cause the Town to be exposed to some liability if, in the use of that Town function, something happened?

Atty. Mantzaris answered, if something happened and it was the fault of the Town department, itself, for example? I suppose it might be, yes.

Mr. Avallone asked, is there an understanding with the Committee on Aging as to the application process, that it will not be unreasonably withheld? I don't have the lease in front of me so I don't know. Is it their decision to deny the application of the Town to use it for Town governmental function? They make that decision?

Atty. Mantzaris replied, that language you mention, "shall not be unreasonably withheld" is not in the policy but I don't foresee any problem in that regard. We are the benefactor of that whole operation. That phrase is common in commercial-type leases or operations. It is not in the policy statement that is part of the lease. I don't, personally, foresee a problem with the Committee on Aging arbitrarily refusing Town department use if it is a legitimate Town function. If that happens, we can address it at that time since the regulations allow for the Town to amend those regulations on its own.

Mr. Avallone asked, does the entire Committee on Aging Board make that decision whether to accept the application of the Town?

Atty. Mantzaris answered, I don't know how it is going to work when the application is presented to the Committee on Aging. I am not aware of that.

Mr. Avallone asked, and there is no language in that lease that explains that?

Atty. Mantzaris answered, no.

Mr. Avallone asked, who would make the application, the Mayor's Office?

Atty. Mantzaris answered, the department that wants to use the facility for what ever purpose would make the application; Planning & Zoning; Engineering; Law Department; Comptroller; Mayor, what ever.

Mr. Vumbaco commented, I don't believe that Mr. Brodinsky's comments tonight were politically motivated at all as was stated by Councilman Knight. I commend Mr. Brodinsky for his passion in trying to get some things resolved. Maybe this isn't the proper forum to do that. I do support the lease but I can't fault Mr. Brodinsky for trying and I don't think it is politically motivated at all. Thank you.

Mr. Parisi replied, it behooves us to remember that we are all trying in our own way to be helpful to that area; some not as obvious as others, but I think we are all working towards the same goal. With that, let's start the voting.

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

ITEM #11 Consider and Approve an Increase in Salary for the Director of Public Utilities – Public Utilities Commission

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

Rys read correspondence from Public Utilities Commission Chairman, George Cooke, into the record. It stated how a recent study completed by the Personnel Director showed that the Town's Director of Public Utilities is paid significantly less than the average salary for Massachusetts and Connecticut municipal utilities (Appendix II).

Mr. Cooke explained, I wrote a letter to the Mayor back in December when the pay system came up and he then went on and had a study done on the complete issue and these are the results of that study. Ray has done a good job over the twenty years and he is entitled to a raise.

I have been with the P.U.C. six years, this is my seventh year and I have never known him to get a raise, other than a cost of living raise. I thought this was appropriate.

Mr. Rys asked, when Mr. Cominos left, as general manager of the Electric Division, Mr. Smith took over responsibilities of that area, correct?

Mr. Cooke answered, yes.

Mr. Rys asked, what is the intention of the P.U.C. as far as continuing that position? Have any studies been performed or will those responsibilities stay with Mr. Smith?

Mr. Cooke answered, we are going to wait until PP&L is on line to see if there are things that we don't have to do that we did before and the possibility of doing something in that line but not until we see how this all shakes out.

Mr. Rys stated, a couple of the employees of the division themselves...they indicated to me...they feel that Mr. Smith is doing an excellent job and deserves the raise. I haven't heard anything contrary to that and at this point, I am ready to support that. But, obviously, we have to listen to the people and we have to listen to some of the other Councilors. I am happy to hear that people under him feel that way.

Mr. Vumbaco stated, my questions are more attuned to the process, rather than Ray's job. You can state that he has done a good job; I like Ray. He has done a good job but, the bottom line is, he is doing his job. Whether doing your job warrants a 10% raise or not in today's society when standard raises are less than 3-3 1/2 %, I question that. We can find many, many, many issues that Ray has done a good job at but, the bottom line is, he is performing his job, that is what he was hired to do. Mr. Chairman, when and who commissioned the study for the managers? Was it the Town Council; Mayor? Did the Town Council appropriate funds?

Mayor Dickinson stated, the matter was brought to me, I spoke to the Personnel Director who, through his offices conducted the review and I think his letter is in your packet of information.

Mr. Vumbaco stated, for all the managers.

Mayor Dickinson answered, this was just the position of utility director. The position is not a classified position, it is a contracted for position. This was not part of any management study. The Personnel Director conducted this through his department.

Mr. Vumbaco asked, this has nothing to do with the management study being done?

Mayor Dickinson answered, no. This is separate and distinct. Chiefly, because it is not one of our classified positions. It is a contracted for position. The P.U.C. hires the utility director by contract.

Mr. Brodinsky asked, do we have any other department heads who might be in a similar position and look at what is happening here tonight and say, "I'm under market, too" And I want to have a salary survey done and I need to go to the Mayor and maybe I can get a 10% raise. Is there any other department heads in that position?

Mayor Dickinson replied, anyone who is employed by the Town wants to get a raise, that is a fact of life. We have conducted a management study, it is currently in the process of negotiations with the manager's union. Terrence Sullivan (Personnel Director) is away, otherwise he would be here talking about it. When he comes back I will talk further with him whether that is releasable information right now but our departments were reviewed as part of overall management study on classified service which is a completely separate issue.

Mr. Brodinsky stated, I see little linkage there. I see it as a broader picture. I note that on April 11, 2000 the Council approved a transfer of funds to study a salary survey of the Town's supervisory management personnel. I understand it was done; you say it is not. To take one individual, one department head in isolation who may be under market and give him a raise because he is under market when there may be out there other department heads also under market, we are now setting a precedent. Part of the bigger picture, and I try to take a look at the bigger picture because if we don't it appears as if we are singling out Mr. Smith for favorable and unique treatment and I am not sure that is fair. It is a matter of fairness and if there are department heads getting over market, what do we do about them? I am interested in the bigger picture and how this might effect them.

Mayor Dickinson stated, the study has been completed. I didn't say it wasn't completed, I said it was part of negotiation with the management union, the contract is being negotiated. Secondly, a position stands on its own. There may be other positions that don't receive increases as a result of the study. There may be some that are over what the study would show is at the average; there are some that could be under. The fact of the matter is, all of those are classified positions. We have a person who works for us who is a contracted for employee. That position has been reviewed, regardless of any other position. It has been reviewed and is distinctly different from the others. The others have been completed and are part of a management negotiation at this point. Perhaps it can be released but I would have to talk further with Terry Sullivan before I do that, given that is part of the negotiations.

Mr. Brodinsky asked Mr. Cooke, is this a matter of business imperative? Is this raise a matter of a business imperative? Is Mr. Smith going to be leaving if we don't give it to him or...?

Mr. Cooke answered, that never came up.

Mr. Brodinsky asked, how much is he making right now?

Mr. Cooke answered, \$115,000.

Mr. Farrell stated, I will support this but I want to put on record that I am very, very reluctant about this. It is very hard for us to turn around and tell the rank and file people that they have to stay with the 3% when we are talking, I heard someone say it was 10%; another person said it was 15%. Whatever it is, it is a lot more than the 3% that we talk to other people about. I understand the special circumstances with Mr. Smith that all of the things that are on his shoulders right at this minute, in the recent past and recent future. I think for those reasons alone, it makes it appropriate but, I certainly don't want to hear about anyone else stepping forward to say that they are entitled to 10 or 15%. I think it is the fact that it is specifically the Public Utilities Commission which we tend to try and run like a business, that those are the special circumstances here and, with great reluctance, I will support this.

Mr. Zappala asked, how come it took this long to realize that he was underpaid? He has been employed by the Town for twenty years.

Mr. Cooke answered, Mr. Smith mentioned to me something about a study that was done or not necessarily a study but what other people running companies of the same kind throughout Connecticut and Massachusetts getting paid much higher with a lot less people involved as far as customers. Also we have about 43,000 people hooked up to the Water & Sewer systems. The rest of the towns were paying more money and I thought it was germane to the best interest of the P.U.C.. He was doing a good job, he deserved a raise and, after six years getting nothing but a cost of living; I thought the program was appropriate.

Mr. Zappala asked, will this raise bring him up to the level that everyone else is at? Will the raise bring him to the level that he should be paid? Is that what you are saying?

Mr. Cooke answered, it brought him up in line with what I figured would help us; we felt was commensurate with his ability and what he had done for the community.

Mr. Zappala asked, was the vote of the P.U.C. unanimous?

Mr. Cooke answered, the majority vote was for the raise.

Mayor Dickinson stated, with due respect to the esteemed chairman of the P.U.C., George, you indicated that after six years of cost of living, you felt that there was a need for an increase. That was not the basis on which the Personnel Department looked at this, I can assure you. It was based upon a review of what like positions are paid; other utilities in this area. As a result of that review, regardless of what increases have been received in the past 6, 8, 10, whatever

number of years. It was determined that the position was behind what the average would be. As a result of that, the recommendation was made by the Personnel office. It was not because it was only "X" percent of a certain number of years and Ray Smith has done a good job and I believe he has done a good job and therefore we just increase it; it was not that kind of analysis. It was an analysis based upon like positions in the area and what those positions are making. If we weren't pleased with Mr. Smith's activities, naturally, I can say that you can easily sit here and say, even if the average is higher we are going to leave him where he is because we aren't satisfied. I can state, I am not going to state for anyone else, I have been very pleased with Mr. Smith's activities as Public Utilities Director and we are headed for some major additional work that has to be done and this is putting the salary at a place that represents an average and what is commensurate with the responsibility, in the opinion of the Personnel office and, after my review and the P.U.C.'s review, I guess that what the belief is. It is not based upon, it has been "X" percent over a number of years so, gee, let's rectify something; no. It is based some very substantive factors.

... Papale stated, I don't remember this situation coming in front of us before. I realize this is not a classified position. I am not looking at it as I would the Public Works Director or the Engineering Department, this is a unique position. I know all the additional work, I was on the P.U.C. Liaison committee and I attended every meeting. Tuesday night was a meeting for politics; Council and the P.U.C. and I know the things that go in there and the time that is spent. I am trying to look at this as not a political situation and not even as an individual, saying that I am going to vote yes or no to give Mr. Ray Smith a raise. I am looking at the position and the job that this person has to do. It is not a 9-5 job. Sometimes it can go 24 hours. I know what the job entails but it seems as though it happened so, all of a sudden. It was asked, what took so long and we did get the answer. The Mayor just mentioned that so much additional work is going to be coming in front of the P.U.C. I am guessing that he is referring to the CMEEC contract expiring in 2004 and I think, for myself, I am looking for someone to sit down and really do a contract like, I understand Mr. Smith did for the PP&L contract. No one has said to me, and I think I even asked Mr. Smith this question; if you don't get this raise, does that mean you are going to leave us? He said, no, he wasn't going to; eventually we all want to retire but I don't think if he gets the raise or not that is going to make the difference. I really feel that we need someone here to work with CMEEC. It sounds like 2004 is a long time away but it really isn't. It will be here before we know it. I don't know if it is feasible to think of training someone else to come in and do all of that. The bottom line is with me, what does this position deserve as far as money? I have to hear some more before I decide how I am going to vote. This has never come up; such a large amount of money at one time. I threw it by my friends on the left earlier, would it make a difference if we gave half of it this year, half next year and the more I thought about it, I don't think that would make a difference. It is just that, it is a lot of money, 10%. Maybe we should do 5% this year and 5% next year. I am still listening to what everyone else has to say.

Mr. Vumbaco stated, I am going to show my ignorance; Mayor, you said this is a unique position and it is not classified. I am a little confused. Can you tell us what the difference is between Ray Smith's job and, say, Henry McCully's job?

Mayor Dickinson answered, Henry McCully's job is part of the classified service. It is a civil service position and is governed by the Personnel Rules that govern the civil service, the classified service. Ray Smith's job is by contract. At the term of his contract, it cannot be continued. A person in classified service, they are an employee unless for some reason they have broken the rules and they are disciplined and then fired. There isn't a time period that is certain; one, two, three years at which time the contract is either renewed or it is not. The contract period dictates the length of the time of employment, whereas classified services is more the amount of time a person wants to stay, as long as they are doing the job and don't end up in a discipline or firing situation.

Mr. Vumbaco asked, is Mr. McCully's position non-union also?

Mayor Dickinson answered, that is correct.

Mr. Vumbaco asked, what would prevent Henry from coming in to Personnel with a letter asking that his job be reviewed?

Mayor Dickinson answered, anyone can request that and it is a question of what the results would show. We reviewed at least fifteen positions in the management study and got a sense of where everything is but, we have received a number of requests over the years regarding salary amount or requested increases and they are dealt with by the Personnel Department.

Mr. Vumbaco asked, have they gone out and performed specific surveys for those positions that requests have come in on over the last couple of years?

Mayor Dickinson answered, generally, it hasn't been department heads and it is reviewed within the matrix of the point system that describes what the salary level should be for a given position. If a person argues, and this was ten years ago that we put the current system of points and resulting salaries in place, where a person is arguing their duties have changed, then it is reviewed against those changes for a re-classification and are they entitled to more against the classification scheme that sets out what the salary should be. It gets reviewed in that way. It is reviewed within the matrix of the point system. We have gone out and reviewed that again and we have another report of information regarding the salaries in our management area.

Mr. Vumbaco asked Mr. Cooke, when is Mr. Smith's contract up?

Mr. Cooke answered, I have no idea.

Mr. Vumbaco asked, what does his contract say about wages?

Mr. Cooke answered, I have never read the contract.

Mr. Vumbaco stated, and yet, you are asking to increase his wages?

Mr. Cooke answered, that is right. He has been here twenty years and if we can't judge him over the period of accomplishment, then maybe we made a mistake.

Mr. Vumbaco asked, I am curious as to when his contract is due. If it is due in six months, maybe the rates should go into effect at the onset of the new contract period, not retroactively or immediately. Do you know when your contract is due, Ray?

Mr. Smith answered, my contract has only been executed one time and it has been perpetual. I can be dismissed with four months notice by the Commission at any time.

Mr. Vumbaco stated, the Mayor said it is a one year contract; you're telling me it is not a one year contract.

Mr. Smith answered, I wasn't paying close attention.

Mayor Dickinson stated, I never said it was a one year contract.

Mr. Vumbaco stated, you said it was renewed every year.

Mayor Dickinson stated, I said it was a term of contract. I don't believe I ever said it was one year because.

Mr. Smith stated, the contract, which was formulated in 1980 has really not been an issue. It set out certain terms and conditions in fact, half the contract talked about my moving expenses in 1980. At that point, it said that the Commission would review, on a regular basis, salary adjustments and it described the terms and the benefits would be in line with the management group of the Town of Wallingford. That is essentially the only thing that is in that contract, except that, if the Commission chooses to remove me from the position, I am given four months notice or severance pay. I am at risk; two votes and I can be gone. Thankfully, up to this point, after twenty-one years, I haven't done anything that would cause two votes to get rid of me. I would take that as a good sign. Commissions can come and go and can change and that can happen but that is the essence of the contract and there are copies available. I know it has been reviewed and looked at from time to time by different Councilors.

Mr. Vumbaco stated, so you know, Ray, it is not you, personally, that I am discussing. I just have a hard time with specifically picking out one individual and requesting a raise, first of all

this size, specifically picking out an individual or position to decide to get the raise for. It has nothing to do with you, personally, I know that somehow the rest of the management group is under review and, as the Mayor stated, the report is in and they are in negotiations now. I would have felt a lot more comfortable if this were to come as the total package, not just as a single issue.

Mr. Knight stated, it is an important enough issue and it seems that everyone wants to have their say as to why they are going to vote one way or another. Mine is going to be a vote for this with the same sort of reluctance that Councilor Farrell expressed a few minutes ago. It has nothing to do, obviously, with Ray and his performance. His performance, as far as I am concerned is exemplary. It has to do with, as my colleagues to the left have mentioned, setting precedent; are we establishing a precedent; a labor negotiations precedent that we are going to have to live down with the numerous unions this town has to deal with. Having said that, I also have to speak to the fact that this is probably the one department that, indeed, to some degree, competes with the private sector for executive talent. We don't set the entire table with respect to electric utilities. Yes, we are a public utility; yes, it is a very strange animal, to some degree. But it is an enterprise that requires considerable expertise that on the private sector side of the business is paid for quite handsomely. I think we will be glad that the comparisons for the survey that were made were made strictly with other public utilities. I think that we are in this town, in this state, in this country, at a juncture with regard to electric power, its supply and our demand and its availability that makes it absolutely critical that we have the talent on board that is going to protect the interest of the 43,000 people that live in this town. For the time that I have known Ray, he has performed that function admirably and I think it is important to offer him a salary commensurate with that talent and I will support the motion.

Mr. Parisi stated, as I review the position, based on the market study it is obvious that you are not paid at the level that your colleagues are but I also would have to say that the person has to come into play because I would never vote to support a raise for just any person because the market said that they were not paid at the proper level. So I look at the past which has been rather glorious, if I might say; a few bumps along the way but that is to be expected for people that think for themselves. I look at the present; I think we are in fine shape. I think the critical point is the future and I would rather bet on someone that I have worked for today and yesterday with than probably have to look for someone; with hiring today, it doesn't seem there are any guarantees. Quite frankly, I may be one of the few that is happy to say that I am going to support this. It is based, really, on your performance because I would be for or against, depending on how you, as a person, functioned in this capacity. Having had the opportunity to observe the negotiations for PP&L, I have to say, beyond a doubt, I was impressed not only by you but by the Mayor and Town Attorney as well as our consultant in Washington (D.C.) but I expected him to be a superstar because, God knows, he cost enough money. I was very pleased to know we had that kind of talent within our Town. Without any problem at all, I am very pleased to support this.

Geno Zandri, 37 Hallmark Drive asked, when the study was done, was salary the only thing that was looked at or were benefits considered as well?

Mr. Cooke answered, the salary is what I asked for an increase in. The cost of living came along from Mr. Sullivan.

Mr. Zandri asked again, were benefits considered as part of the study? For example, vacation time, expense accounts, automobile; were all of those things looked at in the other positions?

Mr. Cooke answered, the automobile is used strictly for business of the P.U.C., he does not use that as his own personal car when he is not on the job. The other items we did not discuss at all; any other perks other than the salary and cost of living which Mr. Sullivan recommended.

Mr. Zandri replied, that is an important part that has to be looked at because, if you are going to ly position to position, you have to look at what benefits we offer locally, versus what benefits other communities offer as well. Maybe and I will use this as an example, maybe there is also benefits that the other communities are giving their employee that we are not giving or, maybe we are giving benefits that they are not, which would offset the dollar amount that is being requested here. I think that if we are going to do the proper comparison, not only do you have to look at the salary but the benefits as well.

Mr. Cooke responded, the benefits that we did not consider; what most of the other utilities did on the survey was offered an unlimited use of an automobile.

Wes Lube, 15 Montowese Trail stated, Mr. Cooke's July 9th letter to the Mayor said a couple of things I think should be underlined, i.e., he mentioned the fact that Mr. Smith had been responsible for successfully negotiating several agreements resulting in significant annual rental payments to the Town's Electric Division. It is true that you participated on a team, but I hope the other members of the team will not feel also in need of reward for their successes. I am referring to the Town Attorney, Janis Small and the Mayor, Mr. Dickinson. They were both instrumental as well as our consultant from Washington. It was not just one person who accomplished this. Then Mr. Cooke's letter went on to say, through his leadership, the division enjoyed some of the lowest rates in New England. It was under his leadership this occurred I think we had a man, Mr. Cominos, that was not merely Mr. Smith's lackey but a man who was, in large part, responsible for a lot of the savings that occurred in recent years. I would also like to ask, just exactly are we reaching for? What is the target we are trying to accomplish with this motion tonight, as a Council?

Mr. Parisi answered, to get the man an increase and be fair about what his pay is.

Mr. Lube asked, and the amount is based on?

Mr. Parisi answered, what was recommended and his performance and the survey.

Mr. Lube asked, recommended by whom?

Mr. Parisi answered, by the Commission (P.U.C.).

Mayor Dickinson stated, the salary recommendations come from the Personnel Office and the Commission has seen that report and made their recommendation based upon the Personnel Office's advice. The salary recommendation really comes from the Personnel Office.

Mr. Parisi replied, I beg to differ. It may have been compiled by the Personnel Department but, to us, it comes from the P.U.C.

Mayor Dickinson commented, I didn't want an impression to be left that the Commission came up with a salary somehow and suddenly it is here.

Mr. Lube asked, could you explain the difference between "mean" and "average"?

Mr. Knight replied, I am no statistician but I will take a shot at it; I believe the "mean" salary would be the one that falls in the middle of the range; half the salaries are less and half of the salaries would be more. The "average" is the....

Mr. Parisi stated, the "average" is the middle of a set number of items; they are both very similar. I think they are the same. Are they the same?

Richard Nunn, P.U.C. Commissioner explained, the "average" is based on the summation of the total number of numbers that are considered divided by that number. A "mean" is the mid-range of a series of numbers.

Mr. Lube stated, Webster Dictionary defines "mean" as the mid-point between two extremes. Unfortunately, Mr. Sullivan refers to the average as the mean in his study, did you notice that? Unfortunately, he is on vacation so he is not here to defend himself but he uses the word "mean" and uses the number which is the average, which is not the case. The average, he correctly states as the "mean" is \$125,000 but the real "mean" is only \$118,000. There is a misuse of that term, in Mr. Sullivan's presentation. Mr. Sullivan also said that the median is \$24,000. I don't know what he meant by that. I have taken that \$124,000 and tried all kinds of numeric gymnastics to arrive at it and I don't know what he meant, do you? Did anyone ask him? I am referring to the bottom paragraph of Mr. Sullivan's letter to the Mayor on March 28th. I don't know what the median is; it is not the average and it is not the mean. If we take the average of \$125,000 and we subtract the current salary of \$115,000 we are short \$9,416.00. That is only 7.6% less than the average, not the 8.3% Mr. Sullivan indicated. I don't know where all of this is coming from. The mean is \$118,000. If there had to be a parity, we would

only have to increase the salary by \$2,500 to bring it up to the mean but, to bring the Wallingford salary of \$115,000 up to the average; if the average seems to be parity, that's fair. The average of \$125,000. We are at \$9,400 short of parity and now it would only require an 8.2% increase. The increase being proposed, if any of you had checked it, is not 13%; not 10% + 3%; the increase that has been proposed is 13.295%. I don't know why, but it is not 13%. If we need \$9,400 to bring him up to parity, why are we giving him a \$15,000 raise? That is far above parity. It doesn't make sense. I don't know how we arrived at this. When he used the term average or mean, I think it is fair to say \$125,000 is parity and, if it is, why aren't we being satisfied with that? Why are we jumping to \$131,000?

Mr. Lube asked again, since no answer was forthcoming; "why are we jumping to \$131,000?" If \$125,000 is parity and we give him a raise up to parity, all those people that made up parity have received their cost of living adjustments. That is built into their current salary. Now we are saying that we are going to give our man parity plus another 3%.

Mr. Parisi asked, do you believe that he ranked 8th in the survey after all this explanation on the semantics of all of these words?

Mr. Lube answered, yes.

Mr. Parisi answered, that's what I believe. You are asking me all these questions. I was not a math major by any stretch of the imagination so I can't respond to them.

Mr. Lube replied, a lot of it is logic.

Mr. Parisi stated, I took logic and did rather well in it, as a matter of fact. The point I was trying to raise is, my criteria was the survey which, in most cases, that's what I have used over the twenty-something years I have been involved.

Mayor Dickinson stated, some of the answers are in Commissioner Cooke's letter indicating a cost a number of positions surveyed would be receiving an increase as of January which means that the survey was off by the increases they would receive in January and that was accounted by an increase indicated by Commissioner Cooke in his letter. The survey did not account for increases in the positions surveyed as of January of this year.

Commissioner Cooke explained, we took 10% of the existing salary and that is what made it come out to, \$127,000. The 3% was something we were told to put into it by Mr. Sullivan and that is whose recommendation we are going by. If you want to take the mean the way Mr. Sullivan interprets it, it would come out at \$128,802.

Mr. Lube asked, why are we bringing our director's salary up to parity and then adding another 3% on top of that and why from \$125,000 which is parity, to \$131,000 which is \$6,000 above parity?

Mayor Dickinson responded, part of the answer is, the positions surveyed all or some received increases as of January 2001 which is not in the survey. As a result, there was an additional amount of money added to the salary at this point. The difference between \$125,000 and \$128,000, I am not going to try and answer that without having Terry (Sullivan) present. My understanding is, the positions surveyed received increases as of January 2001 which was not in the survey.

Mr. Lube asked, if the raise that is being given is based on salary and the Chairman said that Mr. Sullivan recommended 8% and they voted for 10%, why, if it is based on the survey?

Mr. Centner stated, I took South Norwalk out of the equation and hit the number on the nose. There is a small footnote here that says, "the mean was derivated without South Norwalk." It doesn't compare with the rest of the group. The other towns are at least 35,000 people and the number of employees are close. South Norwalk, with a population of 15,000 and only 28 employees, did not fit the equation so they threw it out and re-computed it. If you were to do that, you would see that the numbers are fairly close.

Mr. Lube stated, we have heard the phrase, "cost of living; cost of living; cost of living" over and over and over; where has the cost of living gone up 3%?

Mr. Parisi stated, this is not based on the cost of living.

Mr. Lube stated, the 3% is referred to as the "cost of living".

Mayor Dickinson answered, "cost of living" is an inaccurate term. That would refer to anniversary increases which are general increases that, in general, are negotiated. It is not necessarily tied to any cost of living and frequently is in excess of the cost of living. Cost of living is a way of referring to an anniversary increase that is a negotiated item.

Mr. Parisi stated, we should correct that and stop calling it a cost of living raise. It is less confusing for everyone.

Mr. Lube asked the Mayor, the Council authorized a management study several years ago and apparently it is now back and you are in the process of negotiating with the management union in regards to that?

Mayor Dickinson replied, we are negotiating the management union, in general. That is part of the information being utilized in that negotiation. It is shared with them in terms of the negotiating process.

Mr. Lubee asked, then it is shared with the management union?

Mayor Dickinson answered, I can't be sure of the stage of it, Mr. Sullivan handles that but it is part of that negotiation.

Mr. Lubee asked, if the point of the study is to be beneficial, if we find that we have a manager who is far above parity, will his income plateau until parity catches us?

Mayor Dickinson answered, we have had positions that were "red lined". A person's salary is rarely, if ever, reduced but they would not have the kind of increases that might be with a position that was entitled to steps.

Mr. Lubee asked, if someone were significantly below parity would we treat that person in the same manner, giving them a one year adjustment to parity?

Mr. Parisi answered, no.

Mayor Dickinson answered, it is possible; it is not guaranteed. There are a lot of factors that have to be evaluated.

Mr. Lubee stated, we have this liability, do we not?

Mayor Dickinson answered, no, there is not a liability. This position is a contracted for position, it is not a classified service position. As Ray Smith indicated, there is not the kind of security that is associated with a classified position with the Town. He is subject to review, very short term basis at this point and that is not true for any other position that I am aware of with the Town of Wallingford.

Mr. Lubee stated, even though one is contracted, one is unionized, classified; I think they are employees. If you have one employee that is brought up to parity in a given year, regardless of whether he is classified, I can't imagine classified personnel not wanting the same treatment. Even though it is a possibility and not a probability, all possibilities are liabilities. I am sure that argument will be made.

Mayor Dickinson stated, what you are not familiar with is, the classified system has steps; it has a very different outline of salary levels than what the contract provides for. They are two different entities.

Mr. Lubee stated, if the point of the study is to determine if some of our people are not being paid properly, you are going to disregard that and make an adjustment, are you not? If not, why did we do the study?

Mayor Dickinson replied, Mr. Lubee, I did not say that. The study was done for the purpose of determining whether salaries were proper, given the range of experience as seen from like communities elsewhere. We can have some people high, we can have some people low, we can have some people right on the money. But for all of that, it is an entirely different picture than the picture of someone who is hired by contract and has a much shorter term relationship with the Town.

Mr. Lubee asked, if you find someone who is being underpaid, how will you handle it?

Mayor Dickinson answered, that will depend, in part, upon the contract that is entered into if the position is governed by the manager's union. If the position is not in the manager's union, then that is a different question; that is a non-bargaining managerial position. There are many variables that are affected by the situation, depending upon the relationship with the party; whether there is a union contract or not; whether it is classified service or not. You cannot take a cookie cutter and stamp it down and say that everyone, we are going to do everything the exact same way because everyone does not have the same relationship with the Town.

Mr. Lubee replied, I understand and appreciate that. All I am saying is, if we spent the money and, on the one hand, we acknowledge that we red-line people who are being overpaid, I would expect that we would be decent enough to recognize the people that are underpaid, otherwise why do the study? I think that we are being decent and recognizing the people who are being underpaid, all I am asking is, would our approach be the same as we are taking here, tonight, making a one year adjustment?

Mayor Dickinson replied, I am not going to answer hypotheticals on salary issues.

Jack Agosta, 505 Church Street, Yalesville stated, this must be very embarrassing for Mr. Smith. He is probably the only person who is contracted with in this manner. He should be negotiated with every year. I have talked about evaluations. This is a perfect example. If Mr. Smith were evaluated every year, he would probably be above the \$131,000 you want to give him now. If the Mayor had established a policy to evaluate people as he went along, you wouldn't be putting up with this right now. It is true that not just anyone can do his job. This has happened because there has been no evaluation of Mr. Smith's performance through the years. If he is doing a good job; give him a 3% raise; the same raise the union members get.

Mr. Parisi stated, it was the marketplace that stimulated this issue. It was the marketplace that was discovered by the survey that caused this to happen, it wasn't the evaluation situation. Everyone was satisfied with the job that Mr. Smith was doing.

Mr. Agosta stated, I am sure Mr. Smith knew what other people were making in other towns and he was satisfied with it and never made waves. He was not treated properly by not being evaluated on his performance.

Mr. Parisi stated, he works for the P.U.C.; it is the Commission's duty to hire or fire Mr. Smith, not the Mayor.

Mr. Agosta stated, if a C.E.O. of a big company wants to raise...wages,

Mr. Parisi replied, they would go to the Board of Directors for the raise.

Mr. Agosta continued, he tells them, "I want Mr. Smith to get a \$15,000 a year raise" and it opens.

Mr. Parisi stated, it depends on what corporation you work for. I know you didn't get to the Board of Directors at Stop & Shop or Everybody's, I know that.

Mr. Agosta stated, usually Director's salaries in corporations are enormous and are given to them by Board of Directors.

Mr. Parisi stated, he should get it through the P.U.C. Commission.

Mr. Agosta stated, the Mayor holds the purse strings.

Mr. Parisi stated, you can try but you can't blame the Mayor in this one. He is almost over in another ball park.

Mr. Agosta stated, for instance, he is going to get a 3% raise every year after this.

Mr. Parisi stated, he may not ever get another raise; he doesn't have to get it. He may have to sit down and negotiate it. Who knows what the P.U.C. told him. They may have told him, this t, fella and that is the end. I don't know what they did and I am not going to guess. We want to stay with this item. Either you are in favor of it or against it.

Mr. Agosta replied, I am for it but if he gets this raise now, he is going to get a 3% raise every year, the way the system has been going. He should be evaluated every year and given what he deserves, not wait twenty years later and say he has been underpaid.

Mr. Parisi stated, I hope Mr. Cooke and Mr. Nunn are listening to you, Jack, I mean it. They should make sure they evaluate him every year, I agree. Are you gentleman taking appraisal of this recommendation? I hope you are.

Mr. Agosta stated that all department heads should be treated the same.

Mr. Cooke stated, the P.U.C. is a \$50 million+ corporation and if it doesn't behoove a raise indicative of the job, then we should shut the corporation down.

Vincent Avallone, 1 Ashford Court stated, Mr. Zandri asked a question about benefits and I am not sure it was addressed. From what was asked and the answer I got, it seems to me that you are going to be voting on a raise without knowing whether or not Mr. Smith has more benefits than people he is being compared with, is that an accurate statement? Is that what you are prepared to vote on?

Mayor Dickinson stated, the survey was based upon salary and job description. It was based upon the type of utility services offered. It was based upon populations in the municipalities where the utilities were located, the number of employees, number of customers and job descriptions. Those were the basis for the review. It did not include the range of other benefits, it doesn't appear.

Mr. Avallone asked, if it doesn't include benefits, how can you compare. There are a range of benefits; medical, life insurance; pension; a multitude of other benefits. How can you compare or vote on a raise when you are comparing it with someone else and you don't know what the other person is getting in the way of benefits? It is just a question that I raise. I don't know how you can do that. Mayor, this is a contractual position, correct?

Mayor Dickinson answered, that is correct.

Mr. Avallone asked, what is the term of the contract?

Mayor Dickinson replied, I believe it started as a three year contract and, since then, it has been more or less at will.

Mr. Avallone stated, it is a contract at will. I have heard of a tenancy at will and things of that nature, but...

Mayor Dickinson stated, that would come down to the notice to the employee of dissatisfaction and I believe Mr. Smith indicated four months.

Mr. Avallone asked, is it good for three years if the first one was three? Or is it going down to a one year contract at will, if there is such a term?

Mayor Dickinson answered, it has been renewed for three year terms, so I would say it is a continuing situation with a four month notice.

Mr. Avallone asked, when was the first three year contract entered into?

Mayor Dickinson answered, 1980.

Mr. Nunn stated, Mr. Smith serves at the discretion of the utility. He does not have any protection for more than four months, if it is the desire of the P.U.C. It is not as though he is solidly employed for the next year or three years. That is the term that was entered into; it can be terminated at any time with a four month notice.

Mr. Avallone stated, I understand the termination part of the contract, but what are the other terms of the contract? You indicated that he could be terminated with notice and all of that but, if it is a contract, after the three year contract it is year to year, the contract is an agreement between the parties. What was the agreement with regards to compensation, raises?

Mr. Parisi asked Mr. Smith, do you have a pension plan?

Mr. Smith answered, yes, I contribute to the Town's pension plan and I would receive the pension benefits.

Mr. Parisi asked, is it extra-ordinary to your benefit or is it a pretty standard plan?

Mr. Smith answered, it is the same one as the rest of the plan?

Mr. Parisi asked, how about your medical plan?

Mr. Smith answered, it is the same as the rest of the Town but I would like to change it; have paid up insurance the rest of my life. That is one of the benefits from South Norwalk, by the way. They have paid life insurance for the manager and his wife for the rest of his life.

Mr. Parisi asked, do you have anything like that?

Mr. Smith answered, no.

Mr. Parisi asked, do you have any other extra-ordinary benefits that we should be aware of?

Mr. Smith answered, no. It is the standard package of the Town.

Mr. Avallone asked, can I go back to my question that is on the floor right now? I asked a question about the contract. I appreciate that you are trying to be helpful and I think it may help the Councilors since that is information that was not available to you before and you were going to vote without knowing it. I am glad I asked the question. I am interested in how the Town

enters into contracts with employees? It really bothers me because, if it is year to year then that means every year you agree that the compensation you are getting is fair and I don't know of anyone that would enter into a contract if they didn't think that what they were getting wasn't fair. If it is a year to year, then the last contract was last year.

Mr. Parisi stated, I don't think that it matters because he is under a four month package anyway. Anyone that is dissatisfied can end the contract with four months notice.

Mr. Avallone replied, what I am trying to get at is, if he entered into a contract last year, now with a new contract coming up from last year's contract which was a meeting of the minds between the utilities and Mr. Smith, from that year to the upcoming contract, we are looking for a 10% increase. I think that is the point that bothers me; that it is that much in one year. It shouldn't go back to 1980 if it is a new contract every year. He was satisfied with the terms of the contract from one year to the next and that is what you are looking at. If you are telling me that his job performance in one year warrants a 13% increase...is that your understanding that that is what is being asked for right now; that it is from last year to this upcoming year, 13%?

Mr. Parisi answered, I do not consider it a one year thing, no; but I consider it 13%, yes.

Mr. Avallone asked, why don't you consider it a one year if it is a contract...

Mr. Parisi stated, I am fighting hard not to use the phrase and I may use it and I don't want to; no, because you always accuse me of referring to your profession but, it is kind of a...I am looking at it as Mr. Smith has worked here for eighteen years. He has been a good, solid employee. We have been satisfied with him and there's, if you will, probably something that doesn't exist anymore, but an understanding and a respect for the performance of someone that did not have to be bound by a written document that usually ends up worthless anyway. That is the way I am looking at it. Maybe there aren't enough people around that understand that kind of thinking, I don't know.

Mr. Avallone replied, if that is the way, and this is a general statement, if that is the way this Town is going to conduct business; by hiring people without getting into a written contract with all the terms set out and just go on past behavior, if that is what this town is looking at, I think you have serious problems in hiring practices. My only point is, if there was a contract as the Mayor has stated, a contract at will so to speak, then there was a contract entered into last year and if the terms of that contract were acceptable and obviously they were by Mr. Smith, then we are going, and no matter how you talked about over the last 18 years, you are not rating his job on the last 18 years, you should be rating the job since his last contract with this town or the P.U.C. to now; what is it worth and that is what I am suggesting.

Pasquale Melillo, 15 Haller Place, Yalesville stated that the matter should be tabled for further study with the figures and benefits discussed. I would like to ask, the Town is in the process of negotiating with the management union, is Mr. Smith part of that situation?

Mayor Dickinson answered, no.

Mr. Melillo stated, this is going to encourage other department heads in that ball park in management to come forward for the same thing. You are utilizing a double standard right now and are making a big mistake. He asked, is Mr. Smith working more hours now than in the past year or so?

Mr. Parisi answered, yes.

Mr. Melillo stated, that is a big plus on his side but it does not eliminate the fact that you are in process of setting a double standard and you are going to open up Pandora's Box. That should override everything else. How many more hours per week have you worked after taking over Mr. Cominos' job? If it is not too much more, my suggestion is to keep on doing the two jobs. I don't want to put a strain on Mr. Smith.

Kathryn Zandri, 37 Hallmark Drive stated, the reason I am asking these questions in this forum is because if I were to do this on my lunch time or break time during the day I wouldn't want anyone to think that I was investigating anyone or that I was trying to do something for the Town Council regarding Mr. Smith's job. I am not speaking for AFSCME Council No. 4 Local 1183, but I am asking questions as Vice President of Local 1183 Council 4 which is our Public Works employees, our clerical Town Hall employees, our Police Dispatchers and some of our Water & Sewer Division employees. It was stated that Mr. Smith is a contracted employee but most of our employees such as myself and colleagues are contracted also; we work under contract through AFSCME with the Town. Unionized does not mean that we are protected or guaranteed our job because managers can decide not to fund our position for a variety of reasons, not purely for budgetary purposes. Mr. Smith has four months' notice if he is going to lose his job. The Council and Mayor put together the budget and votes on it in April. As we saw in this past budget process, there was a gentleman who found out in April that his position was not going to be there in July; in our Public Works Department the position was eliminated; he was a two months' notice. The average employee in our union makes \$30,000 per year and our raises have been 2.9% increases. That equates to \$900 a year. At a 28% tax bracket that is \$600/yr., \$11-12 per week. Recently we received a notice from Personnel that healthcare costs for the Town has increased 12%. Our contract includes language which allows the Town to pass along the increase in healthcare costs to us with specific caps depending on whether we are single, married, or married with children. So we do pay for our healthcare; we do not have an exorbitant healthcare package. We have basic dental cleaning, eye examinations once or twice a year and we co-pay when we go to the doctor's office and that is o.k., if we are all doing the same. Inflation, I believe, is 2% so we are getting a .9% increase per year. Some of the

questions were asked earlier, which I was curious to learn, too, whether or not Mr. Smith...and it was answered that Mr. Smith has the same life insurance, which is I believe one time the salary rate. But I am curious as to how many holidays he does receive, whether he is allowed to contribute to any other pension or 457 plan or any other retirement plan other than the Town's pension; how many funeral leave days he gets; we did lose two in our last contract; we only have 3 funeral days for immediate family; how much sick time he gets; how much vacation time he gets? Our contract is a five year contract. So even if inflation increased dramatically, we are still going to get our 2.9% increase. By now means is this reflection on Mr. Smith, I have only nice things; it isn't, Steve (Knight), please hold your comments. You do not know what I am feeling and why so he doesn't have that right to make that assumption. Mr. Smith has been always gracious to me, very cooperative, any time I call down there (Electric Division) he is willing to take my call for any Council business whatsoever, going over and beyond to explain anything he needed. He is always willing and has an open door for me and I very much appreciate that; that is not always the case. He has always been a gentlemen and everyone thinks the same of him in Town Hall from what I hear from people. But, again, I have a few questions as to what a position like this receives in benefits as compared to someone like us on the other end. The Town does not run solely because of its managers; it takes a team effort. That division isn't running just because of one gentleman at the top; it takes everyone to run it. It takes good leadership and from what I hear, I believe he is a very good leader and from what I have seen, but it does take a team to work. I did want to know if he receives the twelve holidays like everyone else?

Mr. Smith answered yes.

Mr. Parisi asked, how many funeral days do you get?

Mr. Smith answered, none.

Mrs. Zandri asked, does Mr. Smith receive the same vacation benefits everyone else does?

Mr. Smith answered, the same as the managers.

Mrs. Zandri asked, life insurance?

Mr. Smith answered, I think it is a \$28,000 life insurance benefit.

Mrs. Zandri stated, I wanted to ask because I think if you don't ask these questions there will be employees who will be resentful because they do not know what Mr. Smith is getting because it wasn't getting addressed. We saw strictly salary but we weren't able to compare and naturally, negotiations are coming up and people are going to base their strategy in negotiations on what they know and unless we have all of our information we can't negotiate properly.

Lucille Trzcinski, 262 N. Elm Street stated, I have come here for another reason but I have worked in Ray's company over the years. I think he is an outstanding employee of the Town. I think the Town is extremely lucky to have him. I appreciate why the questions are asked. I feel a little embarrassed as a taxpayer that someone who could probably make much more in the private sector and that we are lucky to have should have to sit here and go through this. If anything should have been done privately, this kind of thing should have been done privately ahead of time and the questions that were asked could have been publicized. If I were Mr. Smith, I wouldn't be sitting there calmly. I think it is one of his attributes, that he is able to listen and respond but I, personally, think \$131,000 is a bargain price for what he has done; what he is doing; and what he is being called upon to do. In his position to try and equate what he does with what the average hourly employee of the Town does; you don't have a position like this that is staffed from 9 – 4; it takes over your life many times. He works countless hours; gives countless amounts of time to what he has to present to the Town and I think it is wonderful that we can, in this day and age, have someone that we can count on to be there; that we are not worried, at least I hope we are not worried, that he is going to walk out the door any minute and leave us in the lurch, etc. I feel that \$131,000, however you look at it is a low price to pay for this kind of Town employee.

Mr. Centner stated, as previously stated earlier in the press, I feel parity is important, however, as many of the speakers before me, I was kind of surprised at how wide the margin was. I didn't appreciate this becoming a public free for all. I feel for you, Ray. It is not a question as to whether people like it or not; it is a question of where is that position's value in the marketplace. It is obvious by the chart we have that the position has more value in the open marketplace and that is what we need to be doing if we are bringing parity about. The way I am looking at it here is, for all the previous years that Ray worked at his current salary, he worked at a discount for the Town of Wallingford. I would be happy to support the measure.

VOTE: Brodinsky & Vumbaco, no; all others, aye; motion duly carried.

ITEM #12 Consider and Approve a Budget Amendment in the Amount of \$15,401 to Fund an Increase in Salary for the Director of Public Utilities – Public Utilities Commission

Motion was made by Mr. Rys to Approve a Budget Amendment in the Amount of \$15,401 to Proportionate Utility – Commission Charges Acct. #001-1070-060-6550 and to PUC – Regular Salaries & Wages Acct. #001-7045-101-1000, seconded by Mr. Centner.

VOTE: All ayes; motion duly carried.

ITEM #13 Consider and Approve an Offer to Enter into a de minimis Settlement with the United States Environmental Protection Agency (EPA) to Resolve Potential Liability the Town of Wallingford may have in Connection with the PCB Treatment, Inc. Superfund Site in Kansas

City, Kansas as Requested by the Assistant Town Attorney, Gerald E. Farrell, Sr. and the Director of Public Utilities.

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

Correspondence from Raymond F. Smith, Director of Public Utilities, explains how Wallingford, along with five hundred other entities, have been deemed to be de minimis (smallest) parties to the total volume that was processed at the superfund site in Kansas. The Town is being offered a settlement with a maximum of \$74,210.81 with no cost reopener, or pay \$55,658.10 with a reopener in the event that there are cost overruns that exceed the estimated removal action. Hundreds of parties relied on state and federal agencies to oversee the operation and are now being asked to pay, again, to clean the site up. If the Town chooses not to make payment, it stands the risk of being assessed additional dollars by the EPA who has the authority, under federal law, to deal with PCB generators. A budget amendment is being sought to cover the monies being requested by the E.P.A.

Mr. Centner asked, how did the EPA come about determining our percentage or factor? Was it based on weight or volume?

Mr. Smith answered, yes, weight and volume. They took all of the parties that delivered materials out to the site in Kansas; in 1986 we delivered capacitors, transformers and oil with a total weight of 19,370 lbs. as recorded in the manifest. They took everyone's records, divided it up by poundage, and we were classified as a de minimis; relatively small. When this first was raised in 1997, attorneys banded together and admitted that they were going to have to deal with the matter. They realized that all the suppliers could not afford to litigate the case individually; the result of that is the settlement. The EPA acknowledged that the Town's share of the cost was approximately \$50,000+ but, if the project runs over, it would come back for additional monies. My experience with environmental issues, I haven't found a site that has been cleaned up on budget yet, they are always over-budget. They run into things, as they get into the project, that is worse than anticipated. The EPA gives us the option of paying the lesser amount with the possibility that we are still open to further charges or, you have a one-time charge of \$74,210.81; a ratio of the volume that you supplied. I strongly recommend that we take that approach; we buy out of it. There was nothing we could have known that could have prevented this. This is not the first site that has had this experience; Rose Chemical was the first one back in the middle '80s in Massachusetts. I know that the S. Norwalk and Groton systems got caught in a very similar situation they thought that when they were sending it away for processing it was being taken care of and lo and behold, ten years later, the EPA came back and said, "we got a problem here" and it is a material you are responsible for from cradle to grave, essentially. Until it has been properly disposed of you still have that liability. We got papers back that told us it was taken care of; there was a lot of blame to be spread around; whether there were criminal activities, it doesn't matter. I just feel that it is our best position to pay the one time fee and get out of there. The Town Attorney's office has reviewed the document and

they concur with the approach we are recommending and agree that we will be off the hook forever; that is an important element.

Mr. Centner asked, does this encompass all of that type of PCBs we had in the Town?

Mr. Smith answered, no. We shipped PCBs for a number of years. This is a low bid situation. We bid the product in the middle '80s. We were fat, dumb and happy from 1986 to 1997 thinking that was gone but, as it turns out, you have to keep these records forever and we do have the information; we agree with the numbers, we can't disagree and, unfortunately, as the federal law reads, we are still liable for it.

Mr. Centner asked, other disposals that we have used have been done in a different manner where it won't create a scenario like this?

Smith answered, I went out in 1989 to Kansas and personally viewed a PCB disposal facility and they were burning. At the recommendation of many people who said I should go out and visit these sites to make sure what is happening, we have had extremely good success with _____ which is a Division of Westinghouse and I am very confident that is not going to reappear as a problem. Five or six years ago we made a commitment to rid our system of PCBs. We spent a lot of money to do that so we don't have to worry about this in the future. We do have two transformers still left in the town, both inside the Pierce Station building...they are still PCB contaminated, we will have one last disposal process one of these years, probably within the next year or two. We will be back to put money in the budget to do that.

Mr. Centner stated, for 19,000 lbs., it comes out to approximately \$3.80/lb. Pay it again and it will be over with.

Mr. Knight asked, what did this company do? What were they supposed to have been doing with it?

Mr. Smith answered, they were under contract with another company for burning but they left it in the barrels and containers; they were sloppy with it and not only did the barrels start failing the product ran out across the ground; the buildings are going to have to be demolished. This is a rather large issue. It will take \$30-40 million to take care of this problem.

Mr. Knight asked, if everyone signs off on this fixed amount and there is no more liability and it does overrun the budget...

Mr. Smith answered, I don't know if the same offer is on the table for the large volume users. I would be speculating by answering that; I am worried about us. They will wind up with bankruptcy cases and things like that.

Mr. Knight stated, I think it is constructive for everyone who watches these meetings to understand that this clean up business is tricky and never-ending and the EPA, I would think, would have shared some responsibility for oversight, dropped the ball but we get to pick up the tab.

Mr. Smith answered, that is the way the law was written and we, as utilities, are caught in the middle. We bought this product... obviously, at the time the law was being developed, they had better lobbyists in Washington, D.C., so the buck stopped at the utilities even though there were people ahead of us who actually shipped the stuff... they don't have that responsibility. The people who made this product are no longer liable.

Pasquale Melillo, 15 Haller Place, Yalesville stated that he agreed with Mr. Smith, we should pay the \$74,000+.

VOTE: All ayes; motion duly carried.

ITEM #14 Withdrawn

ITEM #15 Discussion and Possible Action on Designating a Specific Area of Town-Owned Property Adjacent to the New Senior Center Bronsord Point as Requested by Councilor Gerald E. Farrell, Jr.

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

Mr. Farrell stated that he has had the opportunity to speak with some of the seniors and Committee on Aging about the general history of the site where the new Senior Center is. There was a request made and I am not 100% sure that we can find the power in the Town Charter that we name the general geography in the area; the point that juts out into Community Lake, Bronsord Point. The rationale for that was that, at one point in time, the Bronsord family did own the property; they rented pleasure boats on Community Lake and the request was made by several members of the Committee on Aging. I didn't think it would be a big problem, so here you have the item.

Mr. Vumbaco asked, are you calling it Bronsord Point? Or are you calling the new Senior Center Bronsord Point?

Mr. Farrell answered, we are just calling the geography Bronsord Point; the land at the end of Silk St., not the building. It is Town-owned property.

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

ITEM #16 Discussion and Possible Action on Waiving the Bidding Process for the Purpose of Funding a Market Demand Analysis Study to be Performed by National Golf Foundation (NGF) to Determine the need for a Municipal Golf Course as Requested by Councilor Thomas Zappala and Chairman Robert F. Parisi

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

Mr. Zappala reminded everyone that this very motion was passed a couple of years ago and we chose not to do the study at the time because the obstacles of the Town was facing with the D.E.P. and Water Division. Since then, thanks to (Rep.) Mary Fritz and (Senator) Brian McDermott, we have passed that hurdle and the land is available for a study to be performed to see if a golf course could be placed in that location. I think it is about time; I could have brought about 1,000 people down to speak in favor of the motion but I didn't because I know this Council saw fit a couple of years ago to do it. I think in the interest of the Town a municipal golf course should be built and will support itself. We will see, of course, what the study shows when it is completed. I want to state for the record that I was surprised to hear that the citizens of Wallingford did not realize that, although we have three golf courses in Wallingford, two of them are private and very expensive to join. I want to clear up the misconception that we have three municipal golf courses in Town, just one which, is undesirable to some of us. I hope the Council agrees that it is time to do it and votes to support the motion.

Mr. Brodinsky asked the Mayor, in the proposal, there is something called "understanding of objectives". The last one is, "will the project support itself financially and can this be documented?" My understanding is, it is the cost of the improvements to the land and no other costs for infrastructure that would be borne by the golf course project, is that the way you see it, Mayor?

Mayor Dickinson replied, any cost of improvement, other than the cost of the land.

Mr. Brodinsky asked, are you contemplating that road improvements would be included?

Mayor Dickinson answered, right. Any improvement necessary as a result of having a golf course would be part of that project.

Mr. Brodinsky asked, can you be more specific as to what other infrastructure improvements that you want to bear?

Mayor Dickinson answered, anything necessitated by the construction of a golf course. I don't know how else to... it would be like any other developer coming in. If you wanted to put a subdivision or commercial development in and it is necessary to improve some roads, that's part of your cost.

Mr. Brodinsky stated, in order for the consultant to do the study, I think the consultant would have to know what roads the Town wants improved, or are they going to make that determination themselves.

Mayor Dickinson replied, that would come down to Planning & Zoning regulations.

Mr. Brodinsky asked, how can they proceed to see if the project is going to support itself if they don't know what the Town is insisting on?

Mayor Dickinson answered, they can certainly tell us what they do know. They can tell us, given the construction of the course, assuming it is "X" amount what the revenue stream would have to be to handle what they do know is the cost. If there are costs over and above that, that would obviously add to whatever that revenue stream would have to produce. There may be some unknowns but, my guess is, they should be able to advise us as to what improvements would be necessary offsite in order to have a golf course there. If they can't tell us that, then there should be a disclaimer that these aren't all the costs; that there may be costs over and above those identified in the study. If they have done this before, they should know whether road improvements or other improvements are necessary.

Mr. Brodinsky stated, make no mistake about it, I am voting in favor of this but I would like to avoid possible misunderstandings and I think there are some people in Town that do not clearly understand that you, Mayor, would like to see the cost of road improvements, whatever they may be, borne by the project. That is why I am bringing that out because I learned that for the first time just a couple of months ago.

Mayor Dickinson stated, that is a cost of the project. In order to put the project in, it is necessary to improve a road, that is a cost of the project.

Mr. Brodinsky asked, and that is a Planning & Zoning determination?

Mayor Dickinson answered, ultimately, Planning & Zoning would be part of that site approval and the commission would be the ones to dictate whether or not a road improvement was necessary.

Mr. Brodinsky asked, has there been any discussion about Planning & Zoning or the Planner insisting on another infrastructure; i.e., water, sewer, things like that that may have to be brought in?

Mayor Dickinson answered, I am not aware of anything. That certainly could be; in order to put a golf course on the site, if it is necessary to run sanitary sewer or water lines there, that is part of the construction costs of the golf course.

Mayor Dickinson pointed out to the Council, you should have the letter that I wrote and I would hope that it would be part of any study. The letter, dated July 10th, indicates the need for revenue stream analysis which shows projections regarding the classifications of golfers who would use the course; residents, non-residents, juniors, seniors, etc.; number of rounds of golf expected to be played by each classification; greens fees or other fees that would be charged per classification; and that kind of analysis should be done over five years with an indication if there are shortfalls in initial years, how they would be covered with revenue projections over later years. Without that, we won't have that ability to really analyze whether or not this course will pay for itself.

Mr. Vumbaco stated, on page 4 under Scope of Services, it reads that NGF is to meet with Town of Wallingford staff to review the scope of work. Who is the Wallingford staff that you think they are going to meet with? Will Linda Bush be part of that staff? If so, all those Planning & Zoning questions could be answered right then and there.

Mayor Dickinson answered, Linda (Bush) would be part of it; the Town Engineer as well.

Mr. Vumbaco asked, anyone else?

Mayor Dickinson answered, Inland Wetlands; the utilities would probably be present as well in case there are questions regarding the utilities.

Mr. Vumbaco asked, will there be any representation from the Council there?

Mayor Dickinson answered, anyone is welcome to be there.

Mr. Parisi stated, if anyone lets me know they are interested, I will try to make sure they are informed.

Mr. Vumbaco asked, you or Tom (Zappala) will be there?

Parisi answered, we usually are.

Mr. Vumbaco replied, that is all I want to know, that someone will be there from the Council. No offense to anyone.

Mr. Knight stated, there seems to be some requirements that will be insisted upon having to do with the maintenance of this particular course located in this area. I would hope that it was very clear to this organization just what those restrictions and extra maintenance items might be so that they can be fully-factored into what it is going to cost to maintain this course.

Mayor Dickinson replied, that is a good point and if you are going to make a motion regarding a bid waiver, I think indicating that as well as incorporating the letter that I supplied here as part of what we want in information from the consultant, would be helpful. I would include that language in your motion.

Mr. Parisi stated, I don't care if it is in the motion or not. I don't know why it couldn't just be as an advisory because no one is out to fool anybody. If there are specific things that someone wants, they should be forwarded.

Mayor Dickinson explained, then it is clear that the Golf Committee is the entity that will have the official word as to what is included from the consultant. That is clear that is what you are looking for.

Mr. Zappala stated, if you want to tack on the bill that was passed in Hartford as an addendum as well.

Mr. Knight stated, I don't care what form it takes. We are sure of what has to be done and I want to make sure that they are because there is an impact and it is important that it not be overlooked, that there is going to be; my request would be that the study make reference to the special legislation that was passed that the Town of Wallingford has to adhere to and the impact on the maintenance costs.

Mr. Parisi asked Comptroller Thomas Myers if the maintenance costs were included in the study, since he worked on the proposal several years ago.

Mr. Myers answered, the maintenance costs are included but I think what Mr. Knight is referring to, there are now special conditions to the maintenance costs; special legislation now imposed as additional maintenance considerations. It might not impact costs at all but it could impact costs.

Mr. Zappala stated, the committee knows exactly what the regulations are going to be. The bill that was passed specifies specifically what we should and should not be doing. By all means we have no doubt that it has to be followed. But we also had the feeling prior to the bill being passed that if we had a choice of using harmless organic fertilizer, we don't want to use anything else. It is the wish of the committee to follow along that line. Many studies that have been performed are now suggesting that and many golf courses are now using that type of fertilizer.

Mayor Dickinson answered, that's true, but it would be helpful to make sure that we are looking for that language to be part of the study; the language from the bill as well as the request for information in the July 10th letter from my office to make sure that's part of the study.

Mr. Knight amended the motion to include language that the Study make reference to the special legislation passed that the Town has to adhere to and the impact to maintenance costs and that the study also include specific information as referenced in the Mayor's letter regarding this subject matter dated July 10, 2001, (Appendix III) seconded by Mr. Centner.

Philip Wright, Sr., 160 Cedar Street asked, are we talking about a clubhouse or are we strictly bare bones?

Mr. Parisi answered, I don't believe we are talking about a clubhouse, per say.

Mr. Zappala added, we are having a study conducted on whether or not a golf course would be able to survive on a piece of land and whether or not it would be feasible to have it. We don't have any plans drawn up. I don't think the committee had it in mind to build an extravagant clubhouse.

Mr. Wright stated, if we have nothing but the bare amenities out there, it won't fly either. People will not use the course if they don't have a decent facility. He asked the Mayor, are you going to support this if it comes up as a reasonable investment for the Town?

Mayor Dickinson answered, as I have stated before, if the course pays for itself through fees, revenues generated to pay for the cost of operation; the capital improvements that are necessary and the payment of debt on the construction costs, then I think it is a great project. If it doesn't pay for itself, then I think there could be a problem as far as my support for it.

Mr. Wright asked, do you visualize supplying some funds at the onset to get it started?

Mayor Dickinson answered, the Town will be building the course, it is a question of the payment of the principal and interest and the operation thereafter. The Town has the contribution of the land which obviously we won't get paid back. After that, the risk is on the Town as far as payment on the principal and interest but, no, I don't see the Town subsidizing a debt on the operation of the course. For the first five that debt will have to be covered by revenues.

... Wright replied, I didn't really mean subsidizing the debt. My question was, would the Town supply the money to get it built and then the revenues would pay it off? And you are saying, as long as the revenue is going to take care of the indebtedness, you would support it?

Mayor Dickinson answered, there's a debt on the principal and interest on the construction and there is also the operational costs. If there is a debt in the operational cost, that must be covered in five years, the Town should not be subsidizing this. It must pay for itself. That is why we need a recognition of revenues in a five year period of time.

Jack Agosta, 505 Church Street, Yalesville asked, how many studies have we had so far on the golf course?

Mr. Zappala answered, a couple. The last one was that was performed was stopped after the second phase. They did not finish the study completely. This study will be performed in the same manner; four different phases which can be stopped at any time.

Mr. Agosta stated, this has been going on and on and on. The Town is going to have a golf course built and that cost is going to be bonded. I can't see how there is any possible way in the first year it is going to pay off those costs. How many years is it going to take, five? You can't expect it right off the bat.

Mr. Parisi stated, this is just the study, we don't know if we are even going to have a golf course. The study is to determine if it is feasible to have a golf course and if it will pay for itself.

Mr. Agosta replied, last time we talked about it, the Mayor said it would pay for itself.

Mr. Parisi answered, that is where we are today, we are trying to determine if we are going to have a study.

Mr. Agosta stated, the Mayor said that it would pay for itself.

Mr. Parisi responded, he said that he would only support it if it paid for itself.

Mr. Agosta asked, is he going to wait until it gets off the ground? It is not going to pay for itself in one year; many businesses don't pay for themselves in one year.

Mr. Parisi answered, then maybe he will sell it, I don't know.

Mr. Agosta stated, he should give it some time to pay for itself.

Mr. Zappala explained, the study is going to tell us. If the study shows that, in order for the course to survive, we will have to charge \$75-\$100 per round, there is not way it is going to survive. The study has got to show that we will be able to have a golf course that pays for itself from the amount of the fee that is charged. We don't know anything at this point and won't until the study has been done.

Mr. Agosta stated, I hope the Mayor takes into consideration that it will catch up and pay for itself eventually, the first year or two may be slow going.

Mr. Zappala stated, there are golf courses being built all across the state and they are not building them because they are losing money. They are not just building one, but two and three because they are profitable.

Pasquale Melillo, 15 Haller Place, Yalesville stated, there is no way of knowing that if we construct a golf course it is going to pay for itself. Why is this all of a sudden a matter of life and death?

Mr. Parisi asked, all of a sudden? This has been going on for years; since the '70s.

Mr. Melillo asked, why must we waive the bidding process.

Mr. Parisi stated, if the study isn't any good we will probably have to wait another 30-40 years. [^] we are going to do is have the study performed.

Mr. Melillo asked, why do we have to waive the bidding process?

Mr. Parisi answered, because we have someone we have done business with and we are going to do business with again; they are nationally-recognized and we are satisfied, plus they are the only ones who do they work.

Mr. Zappala pointed out, until the course is designed and the land surveyed, you really don't have any idea how much it is going to cost.

Mr. Melillo asked, how much is the study going to cost?

Mr. Parisi answered, \$17,000.

Ruth Gaffe, 50 Northford Road asked that the Council not waive the bidding process for the purpose of funding a market and demand analysis study. I question the objectivity of the National Golf Course Foundation whose mission is to foster the growth and economic vitality of golf. Many of us also prefer that the land be left in its open space and more natural state and very hard for us to believe that the National Golf Foundation is going to be objective about this. I ask that you not waive the bidding process.

Jerry Matuskiewicz, 249 New Cheshire Road stated, I am opposed to this golf course; opposed to the taxpayers paying for the study since this is the fourth study that we have already paid for. We paid for an original study back in 1964 when they purchased the Satori property. They paid for a study on the Williams property a few years ago and we also paid for a study on the Pistapaug property on the Durham town line. This property has watershed problems. It is a beautiful piece of land for open space but not for a golf course. How many acres of this land

are you going to take for this course. There is 200+ acres out there. Are you going to use the whole 200+ acres?

Mayor Dickinson answered, two of the pieces purchased from George Cooke so it would be 80 acres and across the street, I think, is 70 acres. It is around 150 acres on either side of Cooke Road.

Mr. Matuskiewicz asked, so you are not going to use the piece on the opposite of Whirlwind Hill Road over to Scard Road?

Mayor Dickinson replied, the piece between Scard and Whirlwind Hill Road is not part of this.

Mr. Matuskiewicz stated, a lot of people do not realize that golf courses are one of the number one polluters next to industry. They use herbicides, insecticides, fungicides, etc. Who is going to maintain this course? We have enough trouble maintaining the baseball and soccer fields in this town. How are you going to maintain an 18 hole golf course. Are you going to put on a full time staff that the taxpayers have to have insured and pensioned and everything else? Is that going to be figured in on this study, too?

Mr. Parisi answered, it is going to be self-supporting if it is done.

Mr. Matuskiewicz stated, there is massive road improvements out there in order to run a course and you cannot run a course without some kind of a clubhouse. You have to have a maintenance staff to take care of the golf carts and all the rest of the stuff. I think that this is ridiculous to keep funding studies and then not even include the price of the land. The taxpayers spent \$3.5 million to buy this piece of property and it is not even being included in on the price of the study which I think is ridiculous.

James Gaffe, 50 Northford Road stated, Mr. Melillo asked a very good question. I don't think it has been answered, at least not to my satisfaction. Why is the bidding process being waived for this expenditure?

Mr. Zappala stated, we went out to bid and NGF was the only company that bid on it; there is no one else in the area that will do the study. NGF is from Florida and will come to Connecticut to do the study.

Mr. Gaffe asked, how long ago did this go out to bid?

Mr. Myers answered, the Town conducted an extensive golf course review in the '70s and there was an actual course design rendered by an architect. I believe at that time that we spent around \$80,000. That fell through when federal funding dried up for the construction of the golf

course. Since then, there have been two additional studies and I can't recall whether, with the NGF, there was ever a bid or if it was a bid waiver.

Mr. Zappala stated, they were the only one that responded.

Mr. Myers stated, NGF is a pre-eminent authority on studying...their analysis is more than whether a course will fit on the property or pay for itself. They analyze the site; analyze the golf market; perform an analysis of surrounding golf facilities, both public and private; condition, finances, what it costs to play the different courses. Then they perform or prepare a financial analysis that pretty much lays out what the revenue stream would be for a facility and what the operating and maintenance costs, including repayment of the bond principal and the bond interest.

Mr. Gaffe stated, I am sure they do a fine job but if I understand what is being said here, this went out to bid 30+ years ago; it is not going out to bid again; and there is no one else in the area or country that can provide an analysis as to the feasibility of this golf course besides an organization whose avowed purpose is to promote golf in the United States of America. If anyone sitting on this committee or in this town thinks we are going to get an objective report about the feasibility of that site as a golf course, I'll eat my hat. There has got to be someone else out there besides NGF who can provide an objective study and that is why I don't think that the bid for this job ought to be waived. We haven't tried to find anyone else since the 1970s. Thank you.

Mr. Zappala stated, NGF only performs studies. Once they are finished with the study, their job is complete. They are not in the business to run golf courses or to construct them. They are only interested in getting the study done.

Mr. Melillo asked, why did you tell us that there was no other company at all that would perform a similar study?

Mr. Parisi replied, because, to the best of our knowledge, I don't believe there was anyone else, in fact I know no one else responded.

Mr. Zappala replied, it was only four or five years ago that we had the study done on the Durham property and they were the only ones who responded to the bid.

Mr. Melillo commented, four or five years ago was a long time; this should be re-bid. How much time did the Town put into looking around the country to see how many companies are in the same field? The evidence shows that the Town did not dig that deep. If this is approved, it will be a mockery to the taxpayers of this town.

VOTE ON AMENDMENT: All ayes; motion duly carried.

VOTE ON MOTION AS AMENDED: All ayes; motion duly carried.

ITEM #17 Consider and Approve a Transfer of Funds in the Amount of \$17,500 from Contingency Gen. Purpose Acct. #001-7060-800-3190 to Town Council – Purchased Services – Golf Course Study Acct. #001-1110-823-9003 in the F.Y. 01-02 Budget – Mayor

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

Mr. Melillo was opposed to the transfer of funds.

VOTE: All ayes; motion duly carried.

ITEM #18 Report Out from the Program Planner on the Status of the RFPs for the Simpson School Property, including a description of:

- (1) final draft of the RFP;
- (2) a list of the publications, etc., which are to advertise the RFP; and
- (3) an update on whether anyone has expressed an interest in the property to date as Requested by Councilor Mike Brodinsky

Mr. Brodinsky stated, I advised Don Roe, Program Planner, that he did not have to be in attendance because it is the bottom of the agenda and he replied to me by letter (Appendix IV) and I just wanted to keep the Council informed as to the progress that is being made. This has to do with the Simpson School and proposals we discussed at the last Council meeting. The Council discussed September as a target date to get the RFPs back, so I wanted to get this on the agenda to keep it on the front burner. According to Don Roe's letter:

- July 15 - advertising will commence in the New Haven Register, Hartford Courant and Meriden Record Journal;
- July 24 - mandatory walk-through
- August 24th – proposals are due
- August 27th – September 13th – review period
- September 14th – price envelopes are opened.

Mr. Brodinsky continued: According to Don's letter, the schedule was crafted with a mid-September target which is consistent with our discussion and can be extended. The proposal has been sent to nine (9) parties who have contacted municipal offices over the past years; people who have called up expressing an interest in developing the site for senior citizen housing and, in addition, the office will be submitting to the Site Finder, the CT. Economic Resource Center's Available Property Inventory. That is the report from Don Roe and I think we are on track, thank you.

No action was taken.

ITEM #19 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. Rys to Enter Into Executive Session Pursuant to the CGS. 1-200(6)(D), seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.

The Council entered executive session at 10:37 P.M.

Present in executive session were all Councilors, Mayor Dickinson and Atty. Mantzaris.

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

VOTE: All ayes; motion duly carried.

The Council exited executive session at 10:52 P.M.

Motion was made by Mr. Centner to Adjourn the Meeting, seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.

There being no further business the meeting adjourned at 10:52 P.M.

RECEIVED FOR RECORD 8-9-01
AT 1:40 M P AND RECORDED BY
Mary Ann Ricci TOWN CLERK

Meeting recorded and transcribed by:

Kathryn F. Zandri
Kathryn F. Zandri
Town Council Secretary

Approved by:

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

8-21-01

Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

8-21-01
Date

LEASE

THIS AGREEMENT made this _____ day of _____, 2001, by and between the TOWN OF WALLINGFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter "Town"; and WALLINGFORD COMMITTEE ON AGING, INC., a Connecticut corporation with its principal office located in the Town of Wallingford, County of New Haven and State of Connecticut, hereinafter "WCOA".

WITNESSETH:

1. For and in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter stated, Town hereby leases to WCOA and WCOA hereby leases from Town the premises known as 238 Washington Street, Wallingford, Connecticut, for a term of ONE (1) YEAR commencing from the _____ day of _____, 2001, at a rental of One and 00/100 Dollar (\$1.00) per year.

2. WCOA shall use said premises to provide services for the older residents of Wallingford through the Wallingford Senior Center, to coordinate other services for the older residents provided by public and private agencies, and to study the conditions

and needs of the older residents in relation to housing, health, economic conditions, employment and other matters.

3. Town agrees to provide and maintain the following services and utilities free of any charge:

- a. Maintenance and repair of the buildings and equipment connected with the premises including the plumbing, electrical and heating systems; the fire alarm, burglar alarm and other emergency warning systems; kitchen equipment and fixtures as specified in Addendum A attached hereto; painting, snow plowing, grass cutting, tree removal, leaf raking, furniture moving, rubbish removal, and other similar services;
- b. Custodial service;
- c. Water, sewer, gas and electricity;
- d. Town shall have the right to inspect the premises on a routine basis;
- e. Ordinary cleaning of kitchen equipment and fixtures shall be done by WCOA;
- f. Town shall retain ownership to the equipment and fixtures listed in Addendum A and WCOA shall retain ownership to equipment fixtures listed in Addendum B; and
- g. WCOA shall have no right to dispose of or alter Town-owned property without prior approval of the Town.

4. No private organization or individual may be permitted to use the premises. Only Town governmental agencies and Departments may apply for use of the facility for governmental purposes.
5. The policies and procedures for Town use of the facility are attached hereto and incorporated herein as Addendum C.
6. Town will permit WCOA to be named as an additional insured on Town's insurance policy or policies if such will result in lower premium cost to WCOA for any insurance it must provide in connection with its tenancy of said premises.
7. WCOA shall make no structural modifications to the building without prior approval by the Town. Such modifications include but are not limited to installation of additional wiring and roof/exterior wall alterations.
8. Notwithstanding the term set forth in Paragraph 1 hereof, this Lease may be terminated by either party upon 180 days written notice to the other.
9. In the event the Town terminates this Lease for any reason, the Town agrees to use its best efforts to offer similar premises to the WCOA, provided WCOA continues to service the older residents of the Town.
10. This Lease contains all the conditions agreed upon between the parties and any modification must be in writing, signed by both parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
and to a duplicate of the same tenor and effect the day and year first above written.

*Signed, Sealed and Delivered
In Presence Of:*

TOWN OF WALLINGFORD

BY: _____

WILLIAM W. DICKINSON, JR.
Its Mayor, Duly Authorized

WALLINGFORD COMMITTEE ON
AGING, INC.

BY: _____

REV. RAYMOND COOLEY
Its President, Duly Authorized

ADDENDUM A - Lease agreement Town and WCOA
 Wallingford Senior Center - 238 Washington St.
 EQUIPMENT/FIXTURES OWNED BY TOWN OF WALLINGFORD
 as placed in service via construction contract, June 2001

KITCHEN EQUIPMENT	bid document		SNACK BAR EQUIPMENT	bid document	
	page #	item #		page #	item #
Groen Combi-Oven		16	Cabinets-Millwork		51
Dish Machine		38	Counters-Millwork		50
Dish Table - clean dishes		43	Range		52
Exhaust Hood		12	Range Hood		
Fire System- Wet Chemical		13	Refrigerated Work Base Unit		60
McCall Hot Cabinet		27	Sink and high faucet		54
Hot Wells		24			
Overhead Pot Rack		22A			
Pot rack - mobile		34	<u>KITCHEN STORAGE</u>		
Pot rack - soiled pots		35	Counter-millwork		45
Pot Rack - soiled pots		35	Dunnage Racks (2)-cooler		5
Prep Table w/double sink		31	Dunnage Racks (2)-freezer		7
Prep Table w/handwash sink		22	Floor Trough		
Prep Table w/sink		21	Serving Counter		45
Hobart Range		15	Shelving (2) 18X36 mobile blue		6
Refrigerated Work Base Unit		17	for closet-for large cans		
Refrigerator-McCall		28	Shelving(2) 4-tier green mobile security		8
Sandwich prep unit-Beverage Air		56	for dry goods/canned goods		
Sink - 3-bay		32	Shelving - 4-tier security mobile (1)-ENP		28
3-bay Sink overshef		33	Shelving - 4 tier mobile security (2)SrCtr		29
Pre-rinse sprayer		37	Shelving - Cooler - 4-tier security(1)		9
Sink - Hand Wash		19	Shelving - Dry Goods open shelves (6)		11
Wall Shelf 12 X 42		18	3 in double door closets/1 hall closet		
Steam Table - mobile		23	Wall Shelf		18
Trash Disposer		36	Wall shelves 12X48 over dish machine		44
Walkin Cooler/Freezer		1	Wall Steel		20
Condensing Unit		2			
Freezer Condenser		3	<u>GREAT ROOM</u>		
Hot water booster		42	Custom motorized window shades (4)		
Pre-rinse spray		37	Sound system-N.Amer.Theatrx		
Risers		40	Stage/Stage Railings		
Vents		39			
			<u>MISCELLANEOUS</u>		
<u>FITNESS ROOM</u>			Custom roll-up window - reception		
Wall mirrors			Custom roll-up window - meal office		
Wall-mounted balance rail			Custom roll-up window - kitchen		
			Custom roll-up window - snack bar		

ADDENDUM B to Lease Agreement-Town and WCOA

Wallingford Senior Center - 238 Washington St.

EQUIPMENT/FIXTURES OWNED BY WALLINGFORD COMMITTEE ON AGING, INC (LESSEE)

All window coverings except 4 custom motorized shades in Great Room

All computer learning center equipment, wiring, network, software, and patch panels for such equipment

All office equipment, including computers, computer network, software, computer system wiring and patch panel

All telephone equipment and wiring for telephone equipment

All cable television equipment and wiring for cable television equipment

Furniture purchased by lessee

Appliances as follows:

microwave ovens

toasters

coffee pots

snack bar refrigerator

family meeting room appliances

Equipment purchased by lessee for administration/program use

Minibus tower, wiring and all related equipment necessary for minibus communication system

Addendum C

TOWN OF WALLINGFORD

APPLICATION FOR
TOWN DEPARTMENT USE
OF THE
SENIOR CENTER FACILITY
238 Washington Street, Wallingford CT 06492
(203) 265-7753

APPLICATION FOR USE - WALLINGFORD SENIOR CENTER FACILITY
238 Washington Street, Wallingford, CT 06492 (203)265-7753

Date of Requested Use _____
(Please enter day of week and calendar date, e.g. Tues. 9/18/01)

OFFICE USE ONLY:

Date Received: _____
Received By: _____
Copy to Mayor's Office: _____

Time Needed: _____

Est. # of People Attending: _____

Purpose or Activity: _____

Town Govt. Agency/Sponsoring Town Dept Head: _____

Mailing Address: _____

Best Time to Contact: _____ Phone: _____

Request Filed with Mayor's Office: _____ Date: _____

Area Requested (note: subject to approval):

____ Fitness Room (Rm. 109)
____ Creative Arts Rooms (Rm. 110)
____ "Great Room"

____ Game Room (Rm. 114)
____ Activity Room (Rm. 115)
____ Volunteer Services Room (Rm. 119)

Is admission to be charged? _____ If yes, fee and reason: _____

Describe room format: _____

Any special equipment needed: _____

Any special equipment/furniture/
items to be brought in by applicant: _____

Serving refreshments? _____ Describe in detail: _____

I, the undersigned, having read the guidelines for use of the Wallingford senior center facility, and understanding the rules, regulations and schedule of fees, assume responsibility for the above permit. I understand that any changes to the information herein shall be cause for revocation of this permit.

Signature of Authorized Person

Date

-----DO NOT WRITE BELOW THIS LINE-----
Use: _____ Approved Fire Marshall required Yes _____ No
 _____ Denied Police Dept. required Yes _____ No
 Health Dept. required Yes _____ No

Fee to be charged _____ Make check payable to: **Town of Wallingford**

Special Conditions of Approval: _____

NO ALCOHOLIC BEVERAGES OR SMOKING ALLOWED IN BUILDING

Signature, Approving Official _____ Date _____
Original of this application to be retained in the Senior Center office for one year. Photocopy to be given to applicant at time of application.

TOWN OF WALLINGFORD

POLICIES FOR USE OF THE WALLINGFORD SENIOR CENTER FACILITY
BY TOWN DEPARTMENTS

A. DEFINITIONS:

Senior Center – when used in this document with both words capitalized, this refers to the *official organization that is administered by the Wallingford Committee on Aging, Inc.* to provide services to the Town's older adult population.

senior center – when used in this document without capitalization, this refers to the *building and serves only to identify the facility* at 238 Washington Street, not the activities which are housed there.

B. OVERVIEW:

1. Policies for use of the senior center facility shall be determined by the Town of Wallingford, and may be amended as necessary.
2. There shall be no smoking inside the facility, or use of alcohol in the building or on the premises at any time.
3. Use shall be limited to the Senior Center, senior association events hosted by the Senior Center, and activities sponsored by Town Departments.
4. The facility shall be reserved for use by the Senior Center from 8:00 a.m. to 5:00 p.m. on weekdays, and during evening and weekend hours, as needed.
5. First priority for scheduling of any activities shall be given to the Wallingford Senior Center and other senior-related activities.
6. The facility shall not be used for fundraising by non-senior organizations.
7. Scheduling of the facility's use shall be coordinated by the Senior Center, subject to policies developed by the Town of Wallingford.
8. Written application for use of the facility shall be made in advance according to the following schedule:

For weeknight use – application at least 2 weeks in advance
For Saturday use – application at least one month in advance
9. No applications may be made more than one year in advance of the date of the planned activity.
10. In the event of inclement weather or unforeseen circumstances, the facility may be closed. Neither the Wallingford Committee on Aging, Inc. or the Town of Wallingford shall be held responsible for any unforeseen closing of the facility, and applicants shall be responsible for rescheduling or making alternative arrangements for their event.

C. PRIORITY OF USE:

1. Senior Center activities and programs.
2. Meetings/activities sponsored by a Town of Wallingford Department or governmental agency.

D. PROVISIONS:

1. Designated spaces in the facility shall be available Monday, Wednesday, and Friday evenings from 5 p.m. – 10 p.m., and Saturdays from 8 a.m. – 10 p.m.
2. The spaces available for use in the times specified above shall be:
 - Fitness (Rm. 109)
 - Creative Arts (Rm. 110)
 - "Great Room"
 - Game Room (Rm. 114)
 - Activity Room (Rm. 115)
 - Volunteers (Rm. 119)
3. The Senior Center custodian and an approved Town Department supervisor shall be present at all times when the facility is being used for non-Senior Center activities.
4. The Department using the facility assumes responsibility for set-up and clean-up of space used and agrees to rental fees/custodial fees charged by the Town according to the following:
 - a. The Creative Arts, Fitness, Volunteer, and Smaller Game Room may be used by groups of up to 20 people free of charge.
 - b. Groups using the Activity Room and Great Room shall pay an hourly custodial fee. Fee schedules shall be available in the Senior Center office.
 - c. Refreshments may only be served by prior arrangement with the Senior Center. Refreshment items will be discussed for appropriateness and alcoholic beverages are prohibited. Refreshments shall be restricted to the spaces approved on the Department's application.
 - d. The Department using the facility shall keep all participants to the permitted area only. The group shall be responsible for providing proper supervision to ensure compliance, and for limiting usage to participants of their activity (no "drop-in" visitors not associated with their scheduled activity shall be permitted in the facility).
 - e. Upon entry into the building, the Town Department supervisor shall verify the location of fire exits, fire extinguishers, fire alarms and vestibule telephone.
 - f. Parking regulations shall be followed.
 - g. All equipment, furniture or furnishings required for the applicant's use shall be set up and taken down by the applicant and the area left broom clean by the applicant. Exception: the Great Room may be set up by the custodian upon prior arrangement with the Senior Center administration.
 - h. Furnishings/equipment shall not be taken outside the building or removed from the premises.
 - i. Any displays/decorations shall conform to fire code regulations, receive prior approval from the Senior Center administration, and shall be removed immediately following use by the applicant. **CRITICAL:** NO tacks, tape, staples, nails or other fasteners shall be used within the facility.
 - j. Helium balloons may not be brought into the facility for non-Senior Center activities.
 - k. NO smoking is permitted in the facility. Persons who smoke outside the facility shall deposit all cigarette/cigar butts and ashes in designated waste containers.
 - l. The representative signing the application shall be held responsible for the applicant's use of the facility and shall ensure that all rules and regulations are complied with.
 - m. In the event these regulations are violated or if compliance therewith cannot be satisfied; or if it is determined by the Senior Center Executive Director or Committee on Aging Chairman that the proposed use would not be in the best interest of the Wallingford Senior Center, any permit may be revoked or discontinued.

E. APPLICATIONS FOR USE:

1. Application for use of the facility is the responsibility of the Town Department requesting use of the building. The Senior Center is responsible only for approval of completed applications and scheduling.
2. Application for use of the facility shall be made on a permit form, which may be obtained from the Senior Center office at 238 Washington Street. The completed application shall be filed with the office at least 2 weeks prior to the date of the planned event or function for weeknight use, and at least one month prior to the date for weekend use. Each event/function requires a separate application.
3. Upon receipt of the application, the Senior Center administration shall review the form and return it to the applicant within three business days, with verification of approval or denial. If the application is approved, three copies of the Regulatory Authorities Notification, a copy of the Building Use Guidelines, and a bill for any custodial charges shall be enclosed with the approval, as applicable. A check for such fees (made payable to "Town of Wallingford") shall be forwarded to the Senior Center office prior to the designated use of the facility.
4. The Senior Center administration will send a copy of each application (approved and denied applications) to the Mayor's office.

EVALUATION OF APPLICATIONS FOR USE:

1. Applications shall be reviewed and permission granted on a first-come, first-served basis. In the event that multiple applications for the same space and time are received on the same day, permission shall be granted based on the "Priority of Use" list above (section C).
2. No verbal verification of use shall be extended by telephone or in person.
3. All applications for use of the facility, whether approved or denied, shall be kept on file at the Senior Center for a period of one year.
4. The following factors will be used by the office in deciding whether to grant or deny the application:
 - a. Whether the proposed use will conflict with any Wallingford Committee on Aging, Inc. activity.
 - b. Whether the nature of the proposed use is appropriate for the facility.
 - c. The potential effect of the use on the facility and grounds (with special precautions regarding prior approval of refreshments to be served).
 - d. The number of persons using the facility (as this relates to fire code, health regulations and available parking).
 - e. Prior improper use by the applicant.

G. APPROVED APPLICATIONS:

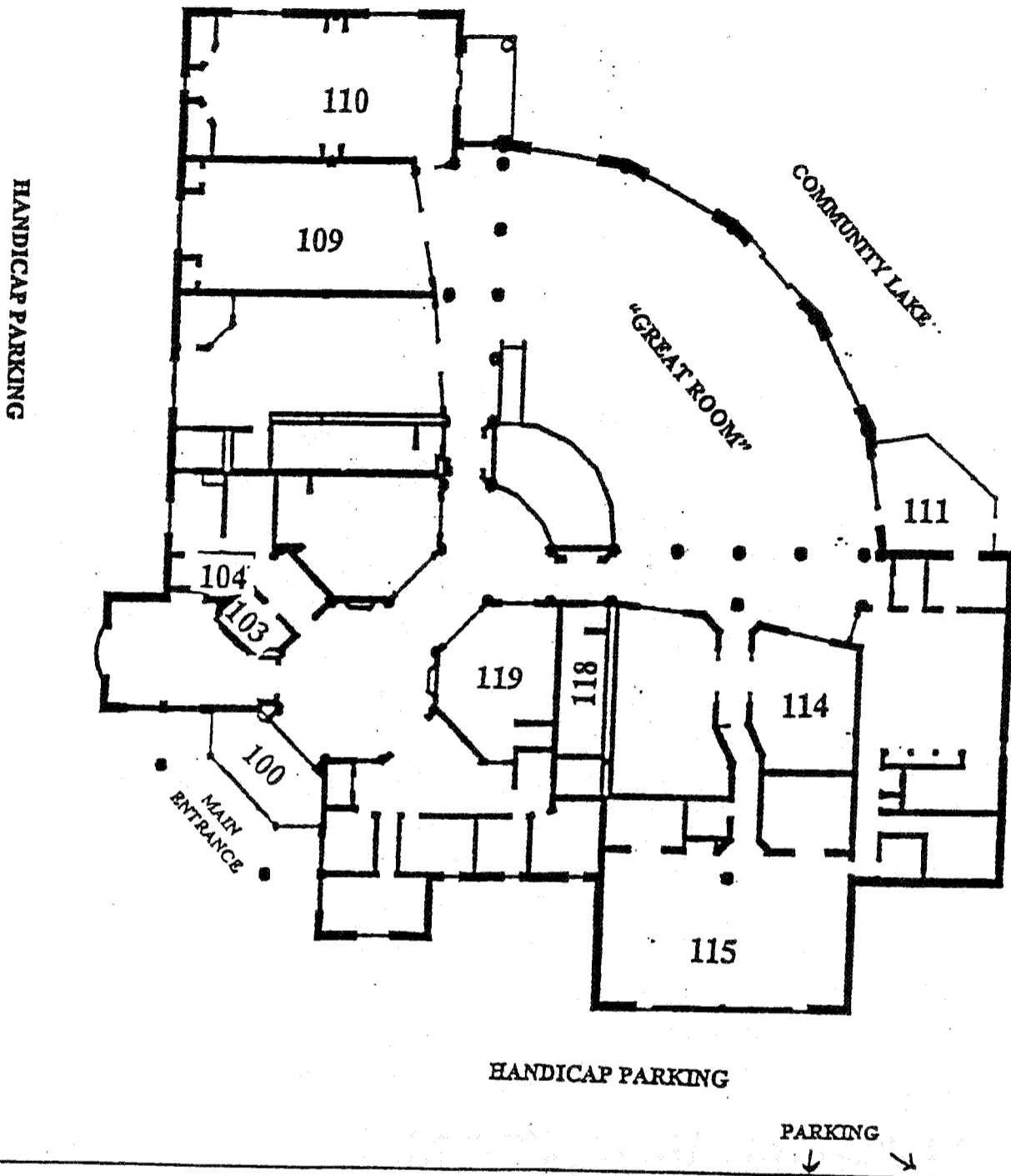
Prior to the issuance of a permit and depending on the type and time of the proposed activity, any or all of the following may be required of the applicant:

1. A determination of the number of police officers deemed necessary. The applicant shall arrange and pay for any necessary police services.
2. A determination of the number of Wallingford Fire Department personnel deemed necessary. The applicant shall arrange and pay for any necessary fire personnel.

Guidelines Adopted by: _____

Date: _____

SENIOR CENTER FACILITY - FLOOR PLAN:



AREAS AVAILABLE FOR USE BY
TOWN DEPTS/GOVT. AGENCIES:

- Rm. 109 Fitness
- Rm. 110 Creative Arts
- Rm. 114 Game Room
- Rm. 115 Activity Room
- Rm. 119 Volunteers
- "Great Room"

COMMON AREAS:

- Main Entrance
- Telephone
- Coat Room
- Restroom
- Ladies' Restroom
- Men's Restroom
- Rm. 100
- Rm. 100
- Rm. 103
- Rm. 104
- Rm. 107
- Rm. 118

RECYCLING SYSTEM

Each person using the Wallingford senior center **MUST RECYCLE**. The items that shall be recycled are newspapers, corrugated cardboard, office paper, glass bottles and jars, food and beverage cans, plastic containers numbered 1 or 2, and scrap metals. Such items shall be removed from the senior center facility. They may be taken home or to the Town Recycling Center. Town containers are for rubbish, NOT recycling. **WITH EVERYONE'S HELP, RECYCLING WORKS.**

FOR OFFICE USE ONLY

Items checked below must be taken care of at least five (5) days before the event(s):

- Copy of the event agenda (may be written on reverse side of application form at time of application)
- Regulatory Authorities Notice returned from Wallingford Police Department, if applicable.
- Regulatory Authorities Notice returned from Wallingford Fire Department, if applicable.
- Regulatory Authorities Notice returned from Wallingford Health Department, if applicable.
- Full payment for facility custodial fees, if applicable.
- Arrangements confirmed with Senior Center Office for special furnishings/equipment/refreshments/room set-up for event

(THIS PAGE TO BE RETURNED TO APPLICANT WITH APPROVED PERMIT)

TOWN OF WALLINGFORD REGULATORY AUTHORITIES NOTICE
Regarding proposed special use of the Wallingford senior center facility

Location of Proposed Activity _____

Type of Activity _____

Date _____ Time _____

Contact Person _____ Phone _____

Town Department Head Sponsor _____ Phone _____

The Authorities listed below must be contacted at least two weeks prior to the proposed activity.
Their special requirements, if any, will be noted below and shall be complied with by the applicant.

FIRE PREVENTION BUREAU:

FIRE MARSHALL _____

POLICE DEPARTMENT:

CHIEF OF POLICE _____

HEALTH DEPARTMENT:

HEALTH OFFICER _____

(THIS PAGE TO BE FORWARDED TO APPROPRIATE REGULATORY AUTHORITIES WITH
COPY OF APPLICATION, AS NEEDED)

WAGE/SALARY SURVEY

PUBLIC UTILITY	TITLE	UTILITY OPERATIONS	CURRENT SALARY	SALARY DATE	POP.	# OF EMPL.	# OF CUSTOMERS			
							GAS	WATER	SEWER	ELEC.
Reading, MA	General Manager	E	\$140,013	1/1/01	4 TOWNS	86	---	---	---	26,000
Westfield, MA	General Manager	G, E	\$122,819	1/1/01	38,372	81	8,500	---	---	17,087
Chicopee, MA	General Manager	E	\$131,000	1/1/01	56,632	70	---	---	---	25,561
Taunton, MA	General Manager	E	\$128,875	1/1/01	55,000	160	---	---	---	33,200
Braintree, MA	General Manager	E	\$130,208	8/1/00	45,000	86	---	---	---	14,500
Norwich, CT	General Manager	G,W,S,E	\$124,000	7/1/00	35,000	140	7,000	8,500	9,000	18,500
Groton City, CT	Director of Public Utilities	W,S,E	\$137,700	7/1/00	35,000	78	---	6,080	10,000	11,580
South Norwalk, CT	General Manager	E	\$96,566	7/1/00	15,000	28	---	---	---	6,000
Wallingford, CT	Director of Public Utilities	W,S,E	\$115,804	1/1/01	43,000	126	---	12,170	11,366	23,392
		Mean	\$125,221	---	35,889	86	7,750	8,917	10,122	16,647
		Mean (w/o So. Norwalk)	\$128,802	---	37,000	81	---	---	---	---
		Median	\$124,000	---	38,372	81	---	---	---	---

Notes:

1. Groton. Water customers includes one master meter to Groton Long Point with 3,010 residents, one master meter to Noank with 1,020 residents and one master meter to the U.S. Navy.
2. Taunton. Also provides Internet Service access (Internet Service Provider) with 7 employees and 3,450 customers.
3. Braintree. Also has a cable service employing 13 people.
4. South Norwalk. Population is 80,000 but the electric utility serves a 2.25 square mile area with 15,000 people.
5. Salary data is base salary only. No efforts were made to determine other compensation arrangements (longevity, bonuses, deferred compensation, pension, short-term disability, long-term disability, etc.)
6. Population median and mean excludes data from Reading as it provides service to four municipalities. Population data for Wallingford excludes its service area in the Northford section of North Branford.



OFFICE OF THE MAYOR
TOWN OF WALLINGFORD
CONNECTICUT

WILLIAM W. DICKINSON, JR.
MAYOR

July 10, 2001

Wallingford Town Council
Wallingford, CT 06492

ATTN: Robert F. Parisi, Chairman

Dear Council Members:

After discussion with Tom Myers, it is our belief that the study regarding a golf course should include information and projections regarding the classifications of golfers who would use the course, i.e., non residents, residents, juniors, seniors, etc., number of rounds of golf expected to be played by each classification, and greens fees which would be charged per classification. This analysis and projection of fees should cover a 5-year period of time. In addition, any deficits forecast for beginning years should be identified with recommendations on how to financially cover such deficits within the 5-year period of time. This information should be part of the study requested by the consultant.

Sincerely,

William W. Dickinson, Jr.
Mayor

jms

JUL-16-2001 10:07

P.02

Appendix-FV




Town of Wallingford, Connecticut

DONALD W. ROE
STATE & FEDERAL PROGRAM ADMINISTRATOR

WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CONNECTICUT 06492
TELEPHONE: (203) 394-2080

July 16, 2001

TO: Mike Brodinsky
FROM: Don Roe 
SUBJECT: RFP Schedule

July 15	Commence advertising of RFP in New Haven Register, Hartford Courant and Meriden Record-Journal
July 24	Mandatory walk through
August 24	Proposals due
August 27 - Sept. 13	Review period
September 14	Price envelopes opened

The schedule was crafted with a mid-September target. This can be extended should additional review time be needed.

The proposal has also been sent to 9 parties who have contacted municipal offices. In addition, this office will be submitting this to Site Finder, Connecticut Economic Resource Center's available property inventory.

SimpSchRFPSchod