

TOWN COUNCIL SPECIAL MEETING

SEPTEMBER 9, 2003

6:00 P.M.

A special meeting of the Wallingford Town Council was held on Tuesday, September 9, 2003 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Vice Chairman Stephen W. Knight at 6:05 P.M. Answering present to the Roll called by Town Council Secretary Kathryn F. Zandri were Councilors Brodinsky, Doherty, Knight, Papale, Rys, Toman and Vumbaco. Councilors Farrell and Parisi were vacationing out of the state and country, respectively. Mayor Wm. W. Dickinson, Jr. and Corporation Counselor Adam Mantzaris were also present. Comptroller Joseph Swetcky, Jr.'s presence was not required at this meeting.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Executive Session Pursuant to Section 1-200(6)(E) and 1-210(b)(9) of the CT. General Statutes for the Purpose of Discussing Records, Reports and /or Statements of Strategy and Negotiations with Respect to Collective Bargaining

- Education Administrators' Assoc. of Wlfd. (EAAW)
- Bd. of Education Local 1303-60 of Council #4 AFSCME, AFL-CIO (Custodians & Maint.)
- Bd. of Education Local #75 of CILU (Paraprofessionals)
- Police Local 1570 of Council #15, AFSCME, AFL-CIO

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

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

The Council entered into executive session at 6:06 P.M.

Present in executive session for the EAAW, Local 1303-60 & Local #75 of CILU matters were all Councilors (with the exception of Mr. Farrell and Mr. Parisi), Mayor Dickinson, Superintendent of Schools Kenneth Henrici, Asst. Superintendent of Schools Dale Wilson, Board of Education Chairman Andrew Bravo, Personnel Director Terence Sullivan, Asst. Personnel Director James Hutt and Corporation Counselor Adam Mantzaris.

Present in executive session for the Police Local 1570 matter were all Councilors (with the exception of Mr. Farrell & Mr. Parisi), Mayor Dickinson, Personnel Director Terence Sullivan, Asst. Personal Director James Hutt, Chief of Police Douglas Dortenzio and

Corporation Counselor Adam Mantzaris.

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

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

The Council exited executive session at 6:40 P.M.

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

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

There being no further business, the meeting adjourned at 6:40 P.M.

Meeting recorded and transcribed by:

Kathryn F. Zandri
Kathryn F. Zandri
Town Council Secretary

Approved: *Stephen W. Knight (by PK)*
Stephen W. Knight, Vice Chairman

9-23-03
Date

Rosemary A. Rascati
Rosemary A. Rascati

SEP 10 2003 9-23-03 Date
RECEIVED FOR RECORD
AT 12:30 M P. M. AND RECORDED BY
Rosemary A. Rascati TOWN CLERK

TOWN COUNCIL SPECIAL MEETING

SEPTEMBER 9, 2003

6:30 P.M.

The following is a list of motions made and acted upon by the Wallingford Town Council at a regular meeting held on Tuesday, September 9, 2003 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Vice Chairman Stephen W. Knight at 6:45 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Doherty, Knight, Papale, Rys, Toman and Vumbaco. Councilors Farrell and Parisi were vacationing out of the state and country, respectively. Mayor Wm. W. Dickinson, Jr., Corporation Counselor Adam Mantzaris and Comptroller Joseph Swetcky, Jr. were also present at this meeting.

Agenda Item

3

Consent Agenda

- a. Consider and Approve Tax Refunds (#69 - 183) Totaling \$47,551.67 – Tax Collector
 - b. Approve and Accept the Minutes of the August 12, 2003 Town Council Mtg.
 - c. Consider and Approve a Transfer of Funds in the Amount of \$250 from Contingency General Purpose Acct. #001-7060-800-3190 to Purchase Services Specialists Acct. #001-1320-901-9003 - Mayor
901-9004
 - d. Consider and Approve a Transfer of Funds in the Amount of \$3,927 from Underground Lines Exp. Acct. #584 to Distribution Loan Dispatch Acct. #581 in the F.Y. 2002-03 Budget of the Electric Division – Public Utilities Director
 - e. Consider and Approve a Transfer of Funds in the Amount of \$3,635 from Injuries and Damages Acct. #925 to Property Insurance Acct. #924 in the F.Y. 2003-04 Budget of the Electric Division – Public Utilities Director
 - f. Consider and Approve One (1) Merit Increase
-

- g. Consider and Approve a Transfer of Funds Decreasing Injuries & Damages Acct. #431-8920-925 in the Amount of \$19,000 and Decreasing Maint. Collection & Impounding of Reservoirs Acct. #431-8600-612 in the Amount of \$3,000 for a Total of \$22,000 and Increasing Employees Pension & Benefits Acct. #431-8920-926 in the Amount of \$22,000 in the F.Y. 2002-03 Budget of the Water Division
- h. Consider and Approve a Transfer of Funds in the Amount of \$19,150 from Maint. Treatment Equipment Acct. #461-8640-652 and Increasing Acct. #461-8920-926 of the F.Y. 2002-03 Budget of the Sewer Division
- i. Consider and Approve a Transfer of Funds in the Amount of \$3,800 from Maint. Treatment Equip. Acct. #461-8640-652 and Increasing Acct. #461-8640-645 in the F.Y. 2002-03 Budget of the Sewer Division
- j. Consider and Approve a Transfer of Funds in the Amount of \$1,500 from Pumping Labor & Expense Acct. #461-8620-624; \$3,000 from Operating Labor & Exp. Acct. #461-8640-642; \$1,000 from Maint. of Water Treatment Equip. Acct. #461-8640-652; \$31,000 from Maint. of the Collection System Acct. #461-8661-673; \$1,100 from Meter Reading Exp. Acct. #461-8900-902; \$8,400 from Cust. Records & Collection Expense Acct. #461-8900-903; \$16,000 from Administrative & General Salaries Acct. #461-8920-920; \$6,500 from Office Supplies & Other Expenses Acct. #461-8920-921; \$5,000 from Outside Services Acct. #461-8920-923 and \$6,500 from Property Insurance Acct. #461-8920-924 for a Total of \$80,000 to Injuries & Damages Acct. #461-8920-925 in the F.Y. 2002-03 Budget of the Sewer Division
- k. Consider and Approve an Appropriation of Funds in the Amount of \$12,000 to Historic Document Preservation Grant Acct. #228-1040-050-5000 and to Preservation of Documents State Grant Acct. #228-1302-611-6500-00 – Town Clerk
- l. Note for the Record Anniversary Increases Approved by the Mayor

- m. Note for the Record Mayoral Transfers Approved to Date
- n. Consider and Approve Granting a Request for Use of the Parade Grounds by the First Congregational Church on Sunday, September 7th, 8:00 A.M. to 12:00 Noon to Conduct "Catch the Spirit Sunday" Festivities
- o. Consider and Approve Accepting the Donation of a 1999 Twelve (12) Passenger Minibus by Masonicare to the Wallingford Senior Center – Wallingford Committee on Aging

Motion was made by Mr. Rys to Approve the Consent Agenda, as Presented, seconded by Mr. Toman.

VOTE: Farrell & Parisi were absent; all others, aye.

Motion Passed

4

Withdrawn

Motion was made by Mr. Rys to Move Agenda Item #11 Up to the Next Order of Business, seconded by Mr. Toman.

VOTE: Farrell & Parisi were absent; all others, aye.

Motion Passed

Addendum
#11

Consider and Approve the Appointment of Heather Laffin to the Board of Education to Fill a Vacancy in a Term Which Expires 1/5/04

Motion was made by Mr. Rys to Approve the Appointment, seconded by Mr. Toman.

VOTE: Farrell & Parisi were absent; all others, aye.

Motion Passed

Town Clerk Rosemary A. Rascati performed the Swearing-

In Ceremony at this Time – 6:55 P.M.

- 6 Consider and Approve Adoption of a Retroactive Pay Plan as Detailed in a Labor Contract Agreement between the Town and Local 1570, Council #15, AFSCME, AFL-CIO

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

VOTE: Farrell & Parisi were absent; all others, aye.

Motion Passed

- 7 Consider and Approve a Transfer of Funds in the Amount of \$645,109 from Contingency Accrued Expenses Acct. #7060-800-3230 of which \$505,671 is Transferred to Police-Regular Salaries & Wages Acct. #2005-101-1000; \$58,964 is Transferred to Police – Overtime Acct. #2005-101-1400; \$25,578 is Transferred to Police – Wage Differentials Acct. #2005-101-1450; \$24,309 is Transferred to Police – Replacement Pay Acct. #2005-101-1500; \$8,911 is Transferred to Medicare Tax Acct. #1601-800-8010; \$11,676 is Transferred to Pension – Pension Plan Acct. #1601-800-8080 and \$10,000 is Transferred to Retirement Sick Leave Acct. #1602-101-1750 – Personnel

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

VOTE: Farrell & Parisi were absent; all others, aye.

Motion Passed

- 8 PUBLIC HEARING to Repeal Article II, “Dog Leashing” of Chapter 71, “Animals” of the Code of the Town of Wallingford and Substitute in its place a revised Article II Entitled, “Dog Leashing” – 7:45 P.M.

Motion was made by Ms. Doherty to Amend Section 4, Exemptions, by Adding Subsection c. which reads, “Any dog performing in events scheduled by the Department of Parks & Recreation”, seconded by Mr. Rys.

VOTE ON AMENDMENT: Farrell & Parisi were absent; all others, aye.

Motion Passed

Motion was made by Mr. Rys to Approve the Revised Chapter as Amended, seconded by Ms. Doherty.

VOTE: Farrell & Parisi were absent; all others, aye.

Motion Passed

9

PUBLIC HEARING to Repeal Chapter 221 of the Code of the Town of Wallingford Entitled, "Vendors, Hawkers and Peddlers" and Substitute in its place a revised Chapter 221 Entitled, "Vendors, Hawkers and Peddlers" – 8:00 P.M.

Motion was made by Mr. Rys to Approve the Substitute Chapter, seconded by Ms. Doherty.

VOTE: Farrell & Parisi were absent; all others, aye.

Motion Passed

10

Executive Session Pursuant to Sections 1-200(6)(D) of the CT. General Statutes for the Purpose of Discussing the Purchase, Sale and/or Leasing of Property - Mayor

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

VOTE: Farrell & Parisi were absent; all others, aye.

Motion Passed

The Council entered into executive session at 8:15 P.M.

Present in Executive Session were all Councilors (with the exception of Mr. Farrell & Mr. Parisi), Mayor Dickinson, Atty. Mantzaris.

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

VOTE: Farrell & Parisi were absent; all others, aye.

Motion Passed


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

VOTE: Farrell & Parisi were absent; all others, aye.

Motion Passed

There being no further business the meeting adjourned at 8:22 P.M.

Meeting recorded and transcribed by:


Kathryn F. Zandri
Town Council Secretary

RECEIVED FOR RECORD 9-10-03
AT 1:42 PM AND RECORDED BY
R. Rascati TOWN CLERK

TOWN COUNCIL MEETING

SEPTEMBER 9, 2003

6:30 P.M

AGENDA

Blessing – Pastor Terry Frizzel, Wlfd. Church of the Nazarene

1. Pledge of Allegiance and Roll Call
2. Correspondence
3. Consent Agenda
 - a. Consider and Approve Tax Refunds (#69 - 183) Totaling \$47,551.67 - Tax Collector
 - b. Approve and Accept the Minutes of the August 12, 2003 Town Council Mtg.
 - c. Consider and Approve a Transfer of Funds in the Amount of \$250 from Contingency General Purpose Acct. #001-7060-800-3190 to Purchase Services Specialists Acct. #001-1320-901-9003 - Mayor
 - d. Consider and Approve a Transfer of Funds in the Amount of \$3,927 from Underground Lines Exp. Acct. #584 to Distribution Loan Dispatch Acct. #581 in the F.Y. 2002-03 Budget of the Electric Division – Public Utilities Director
 - e. Consider and Approve a Transfer of Funds in the Amount of \$3,635 from Injuries and Damages Acct. #925 to Property Insurance Acct. #924 in the F.Y. 2003-04 Budget of the Electric Division – Public Utilities Director
 - f. Consider and Approve One (1) Merit Increase
 - g. Consider and Approve a Transfer of Funds Decreasing Injuries & Damages Acct. #431-8920-925 in the Amount of \$19,000 and Decreasing Maint. Collection & Impounding of Reservoirs Acct. #431-8600-612 in the Amount of \$3,000 for a Total of \$22,000 and Increasing Employees Pension & Benefits Acct. #431-8920-926 in the Amount of \$22,000 in the F.Y. 2002-03 Budget of the Water Division

-
- h. Consider and Approve a Transfer of Funds in the Amount of \$19,150 from Maint. Treatment Equipment Acct. #461-8640-652 and Increasing Acct. #461-8920-926 of the F.Y. 2002-03 Budget of the Sewer Division
 - i. Consider and Approve a Transfer of Funds in the Amount of \$3,800 from Maint. Treatment Equip. Acct. #461-8640-652 and Increasing Acct. #461-8640-645 in the F.Y. 2002-03 Budget of the Sewer Division
 - j. Consider and Approve a Transfer of Funds in the Amount of \$1,500 from Pumping Labor & Expense Acct. #461-8620-624; \$3,000 from Operating Labor & Exp. Acct. #461-8640-642; \$1,000 from Maint. of Water Treatment Equip. Acct. #461-8640-652; \$31,000 from Maint. of the Collection System Acct. #461-8661-673; \$1,100 from Meter Reading Exp. Acct. #461-8900-902; \$8,400 from Cust. Records & Collection Expense Acct. #461-8900-903; \$16,000 from Administrative & General Salaries Acct. #461-8920-920; \$6,500 from Office Supplies & Other Expenses Acct. #461-8920-921; \$5,000 from Outside Services Acct. #461-8920-923 and \$6,500 from Property Insurance Acct. #461-8920-924 for a Total of \$80,000 to Injuries & Damages Acct. #461-8920-925 in the F.Y. 2002-03 Budget of the Sewer Division
 - k. Consider and Approve an Appropriation of Funds in the Amount of \$12,000 to Historic Document Preservation Grant Acct. #228-1040-050-5000 and to Preservation of Documents State Grant Acct. #228-1302-611-6500-00 – Town Clerk
 - l. Note for the Record Anniversary Increases Approved by the Mayor
 - m. Note for the Record Mayoral Transfers Approved to Date
 - n. Consider and Approve Granting a Request for Use of the Parade Grounds by the First Congregational Church on Sunday, September 7th, 8:00 A.M. to 12:00 Noon to Conduct “Catch the Spirit Sunday” Festivities
 - o. Consider and Approve Accepting the Donation of a 1999 Twelve (12) Passenger Minibus by Masonicare to the Wallingford Senior Center – Wallingford Committee on Aging

-
4. Items Removed from the Consent Agenda
 5. PUBLIC QUESTION AND ANSWER PERIOD
 6. Consider and Approve Adoption of a Retroactive Pay Plan as Detailed in a Labor Contract Agreement between the Town and Local 1570, Council #15, AFSCME, AFL-CIO
 7. Consider and Approve a Transfer of Funds in the Amount of \$645,109 from Contingency Accrued Expenses Acct. #7060-800-3230 of which \$505,671 is Transferred to Police-Regular Salaries & Wages Acct. #2005-101-1000; \$58,964 is Transferred to Police – Overtime Acct. #2005-101-1400; \$25,578 is Transferred to Police – Wage Differentials Acct. #2005-101-1450; \$24,309 is Transferred to Police – Replacement Pay Acct. #2005-101-1500; \$8,911 is Transferred to Medicare Tax Acct. #1601-800-8010; \$11,676 is Transferred to Pension – Pension Plan Acct. #1601-800-8080 and \$10,000 is Transferred to Retirement Sick Leave Acct. #1602-101-1750 – Personnel
 8. PUBLIC HEARING to Repeal Article II, “Dog Leashing” of Chapter 71, “Animals” of the Code of the Town of Wallingford and Substitute in its place a revised Article II Entitled, “Dog Leashing” – 7:45 P.M.
 9. PUBLIC HEARING to Repeal Chapter 221 of the Code of the Town of Wallingford Entitled, “Vendors, Hawkers and Peddlers” and Substitute in its place a revised Chapter 221 Entitled, “Vendors, Hawkers and Peddlers” – 8:00 P.M.
 10. Executive Session Pursuant to Sections 1-200(6)(D) of the CT. General Statutes for the Purpose of Discussing the Purchase, Sale and/or Leasing of Property - Mayor
-

TOWN COUNCIL MEETING

SEPTEMBER 9, 2003

6:30 P.M.

ADDENDUM TO THE AGENDA

11. Consider and Approve the Appointment of Heather Laffin to the Board of Education to Fill a Vacancy in a Term Which Expires 1/5/2004

TOWN COUNCIL SPECIAL MEETING

SEPTEMBER 9, 2003

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, September 9, 2003 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Vice Chairman Stephen W. Knight at 6:45 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Doherty, Knight, Papale, Rys, Toman and Vumbaco. Councilors Farrell and Parisi were vacationing out of the state and country, respectively. Mayor Wm. W. Dickinson, Jr., Corporation Counselor Adam Mantzaris and Comptroller Joseph Swetcky, Jr. were also present at this meeting.

The Pledge of Allegiance was given to the Flag.

A blessing was bestowed upon the Council by Pastor Terry Frizzel, Wlfd. Church of the Nazarene.

ITEM #2 No items of correspondence were presented.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#69 - 183) Totaling \$47,551.67 – Tax Collector

ITEM #3b Approve and Accept the Minutes of the August 12, 2003 Town Council Mtg.

ITEM #3c Consider and Approve a Transfer of Funds in the Amount of \$250 from Contingency General Purpose Acct. #001-7060-800-3190 to Purchase Services Specialists Acct. #001-1320-901-9003 – Mayor

ITEM #3d Consider and Approve a Transfer of Funds in the Amount of \$3,927 from Underground Lines Exp. Acct. #584 to Distribution Loan Dispatch Acct. #581 in the F.Y. 2002-03 Budget of the Electric Division – Public Utilities Director

ITEM #3e Consider and Approve a Transfer of Funds in the Amount of \$3,635 from Injuries and Damages Acct. #925 to Property Insurance Acct. #924 in the F.Y. 2003-04 Budget of the Electric Division – Public Utilities Director

ITEM #3f Consider and Approve One (1) Merit Increase

ITEM #3g Consider and Approve a Transfer of Funds Decreasing Injuries & Damages Acct. #431-8920-925 in the Amount of \$19,000 and Decreasing Maint. Collection & Impounding of Reservoirs Acct. #431-8600-612 in the Amount of \$3,000 for a Total of \$22,000 and Increasing Employees Pension & Benefits Acct. #431-8920-926 in the Amount of \$22,000 in the F.Y. 2002-03 Budget of the Water Division

ITEM #3h Consider and Approve a Transfer of Funds in the Amount of \$19,150 from Maint. Treatment Equipment Acct. #461-8640-652 and Increasing Acct. #461-8920-926 of the F.Y. 2002-03 Budget of the Sewer Division

ITEM #3i Consider and Approve a Transfer of Funds in the Amount of \$3,800 from Maint. Treatment Equip. Acct. #461-8640-652 and Increasing Acct. #461-8640-645 in the F.Y. 2002-03 Budget of the Sewer Division

ITEM #3j Consider and Approve a Transfer of Funds in the Amount of \$1,500 from Pumping Labor & Expense Acct. #461-8620-624; \$3,000 from Operating Labor & Exp. Acct. #461-8640-642; \$1,000 from Maint. of Water Treatment Equip. Acct. #461-8640-652; \$31,000 from Maint. of the Collection System Acct. #461-8661-673; \$1,100 from Meter Reading Exp. Acct. #461-8900-902; \$8,400 from Cust. Records & Collection Expense Acct. #461-8900-903; \$16,000 from Administrative & General Salaries Acct. #461-8920-920; \$6,500 from Office Supplies & Other Expenses Acct. #461-8920-921; \$5,000 from Outside Services Acct. #461-8920-923 and \$6,500 from Property Insurance Acct. #461-8920-924 for a Total of \$80,000 to Injuries & Damages Acct. #461-8920-925 in the F.Y. 2002-03 Budget of the Sewer Division

ITEM #3k Consider and Approve an Appropriation of Funds in the Amount of \$12,000 to Historic Document Preservation Grant Acct. #228-1040-050-5000 and to Preservation of Documents State Grant Acct. #228-1302-611-6500-00 – Town Clerk

ITEM #3l Note for the Record Anniversary Increases Approved by the Mayor

ITEM #3m Note for the Record Mayoral Transfers Approved to Date

ITEM #3n Consider and Approve Granting a Request for Use of the Parade Grounds by the First Congregational Church on Sunday, September 7th, 8:00 A.M. to 12:00 Noon to Conduct "Catch the Spirit Sunday" Festivities

ITEM #3o Consider and Approve Accepting the Donation of a 1999 Twelve (12) Passenger Minibus by Masonicare to the Wallingford Senior Center – Wallingford Committee on Aging

Motion was made by Mr. Rys to Approve the Consent Agenda, as Presented, seconded by Mr. Toman.

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

ITEM #4 Items Removed from the Consent Agenda - Withdrawn

Addendum Item #11 Motion was made by Mr. Rys to Move Agenda Item #11 Up to the Next Order of Business, seconded by Mr. Toman.

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

ITEM #11 Consider and Approve the Appointment of Heather Laffin to the Board of Education to Fill a Vacancy in a Term Which Expires 1/5/04

Motion was made by Mr. Rys to Approve the Appointment, seconded by Mr. Toman.

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

(Applause)

Town Clerk Rosemary A. Rascati performed the Swearing-In Ceremony at this Time (6:55 P.M.)

QUESTION AND ANSWER PERIOD

Gary Linsley, 520 Ward Street Extension asked if the Mayor and Council were aware of a situation at Dag Hammerskjold School pertaining to asbestos removal and containment program. According to Mr. Linsley, the six month report was not available when he visited the appropriate town office to review it. There was a report done by a state licensed inspector on 10/2/02 which was the mandated three year inspection. The inspector found many items which had to be repaired by 9/1/03. Mr. Linsley stated that those same items have not been repaired. He asked, if that school is unsafe, why are we continuing to send our students there and what are we going to do about a situation where a licensed inspector finds many items, including items in the kitchen which should be repaired by a certain date and were not. He asked if the Board was aware of the situation?

Mr. Knight responded, I can tell you that there was something received today that appear to be copies of a response from the Wallingford Public Schools from Darren Novak, Supervisor of Buildings and Grounds. Attached to that information is a letter to Mr. Novak from Enviromed Services and a two page internal office memo from Enviromed Services and much other material, none of which any of the Councilors has had an opportunity to review along with letters to the parents from Superintendent Henrici. There is a great deal of material that seems to have been made available. We have just received copies of all of this correspondence.

Mr. Linsley stated, as a safety and health issue, someone should find out why, since we are spending so much money on schools and asbestos removal, that there are 69,000 sq. ft. still in the school? The is an ongoing maintenance program and some of it, the inspector agreed, is acceptable. She also found wrote down 54-56 items, including some in the kitchen which were to be taken care of by a specific date. They have not been taken care of because there are no abatement papers in the file.

Mr. Knight understood Mr. Linsley's position and asked that he give everyone an opportunity to read what he had been sent. There is a certain separation of function between the Town Council and Board of Education.

Mr. Linsley stated that he was told today by a Board of Education member that the reason the work has not been done is because they don't have any money. If there is a safety problem the Town should find the money.

Mr. Knight asked for the opportunity to digest the information presented to the Council. Before any action can be taken some research has to be done. He stated, if you have any additional questions all nine of us (councilors) are available outside of these meetings.

Mr. Linsley stated, one of the people who did a "six month inspection" put it in a plastic bag and we don't know where it went. Anything that has asbestos in it has to have a date received, who did it, where it went, when, how much. None of these records are available. I wonder if they are available for any of the other schools? Are there any other children in this town that are unsafe?

Mr. Knight thanked Mr. Linsley for bringing the matter to the attention of the Council.

Philip Wright, Sr., 160 Cedar Street stated, now that you have completed the consent agenda, I will now register my objection to the fact that you have got four items that total \$125,000 for the Water & Sewer Division. It is inappropriate to let that go through without the public having the opportunity to question people who are requesting the transfer. I do not believe that anywhere the concept is that there is a big slush fund down there that they can move around wherever they want. I believe numbers like this ought not be on the consent agenda.

Wes Lube, 15 Montowese Trail stated, Item 30 on the consent agenda could stand some explanation. It is quite unusual that the Committee on Aging requests that it be put on the agenda because of a donation of the minibus from the Masonic Center.

Mr. Knight stated, I apologize for interrupting but we have made a fairly long-standing practice that when we set a consent agenda, we make it available for all nine councilors to take things off of the consent agenda that they feel require more discussion in public. Once the consent agenda is set and it is passed in its entirety, it really isn't part of this meeting. That part of this meeting is pretty much over. If you would like further

explanation of some of the items in the consent agenda, I would appreciate it if, after we have conducted the rest of the business and we will answer questions...

Mr. Lubee thanked Mr. Knight for his kind explanation but felt that the public is entitled to an explanation, not him, personally. He stated, it is quite unusual for as I have always understood it, the Town owns the building and all of the contents is owned by the Committee on Aging who received many donations over all this time and we never put it on the agenda as we did this one. We have two buses down there that are owned by the Town that are owned by the federal government and leased to the Town and we sublet those buses to the Senior Center. Now all of a sudden we have the Senior Center seemingly owning a bus and if they are, why is it that if they own it and it is a separate corporation, why is it coming before the Town Council?

Mayor Dickinson explained, the acceptance by the Town Council is required because it is the Town of Wallingford that will own the bus. It becomes owned by the Town of Wallingford. It falls under our liability insurance coverages. The Committee on Aging will use the bus pursuant to the activities at the Senior Center.

Mr. Lubee asked, so the item on the agenda is incorrect?

Mayor Dickinson replied, no, the item on the agenda is correct because it is the Town of Wallingford accepting the gift of the bus from the Masonic organization.

Mr. Lubee stated, that is not what the item says.

Mayor Dickinson replied, it is the Committee on Aging that requested the item on here but the Town is accepting the gift of the bus by action of the Town Council.

Mr. Lubee replied, but its says from Masonic to the Wallingford Senior Center. It is to the Town of Wallingford for the Senior Center.

Mayor Dickinson replied, in that sense it is incorrect, it is a gift to the Town of Wallingford and will be used by the Committee on Aging to the activities at the Senior Center.

Pasquale Melillo, 15 Haller Place, Yalesville stated that it seems that there is a lack of a correct amount of transmission lines all over the country and in Canada as well. How is Wallingford positioned if a another massive blackout occurs? How well-organized are we that we will not experience a domino affect here and experience a blackout here the same as what happened to all the other states in this country and in Canada?

Mayor Dickinson explained, if the electricity grid or all of the transmission lines that bring electricity ultimately to Wallingford, CT. If all of that went down, the plant in Wallingford owned by PP&L can be used to cold start and supply electricity to the Town.

Just recently, I believe that it has been determined that with some switching within the Wallingford system, we can supply all of Wallingford. At one time we were saying 75 or 80%. The estimates now are that we can supply all of Wallingford from the plant. It would take several hours to bring everything on line except for Bristol Myers which has its own generation and perhaps Tilcon Tomasso. We could provide lighting but not some of their heavier activity. The report is good at this point, the PP&L plant, pursuant to the contract will be able to go online and supply electricity to just Wallingford. In essence, the plant becomes an emergency generator for the Town of Wallingford. We would, for all practical purposes, be almost 100% energized in the event of a widespread blackout.

Mr. Knight added, we are almost in a unique situation in the State of CT. We are in a private company at our invitation has built a power plant that provides peaking power, it is not baseload power, but peaking power in the event that the grid that supplies power to us and everybody else in the state should become inactive for what ever reason. We become, fortunately an island whereby power hopefully to the entire town...can be supplied on a temporary basis from this plant. This is a private plant that otherwise sells their power to any buyer. This is part of the agreement that was negotiated when the plant went in and this is the first I am hearing that most of the town can be covered. That is very good news.

Mayor Dickinson stressed, it assumes that the PP&L can operate. If they didn't have a supply of natural gas, obviously they could not run the jet engine turbines and would not be able to produce electricity. It certainly assumes their ability to operate. It will take 2-3 hours at least to bring that on line. It is not going to be, the lights trip and they are automatically on line. Some switching has to occur, it would be 2-3 hours but we would not be half a day or a day without power. It would be coming on within a reasonable period of time.

Mr. Knight added, my use of the word temporary had to do with the fact that this plant is not built to provide day in and day out power for the Town of Wallingford. I think there was some misconception on the part of some people about the ability of this plant and what its purpose is. That's the reason for my use of the word temporary. We are a part of the larger electrical energy network and we are in an almost unique position because of the location of this plant to be supplied on a temporary basis on the event of the failure of the grid. If the grid fails, we are locked out, there is no power. Other sources, wherever they may be have to use the grid to get the power to us and that is what is happening right now. If the grid goes down, the only source of power that we have available to us, is going to take a few hours to get it all into place, is the plant down on East Street. There are no other alternatives and we need the grid to bring the power to Wallingford.

Mr. Melillo stated, on a separate note, Bristol Myers, during their last quarter, made record profits of 82% so the next time they ask for a big tax break, I would like to have that factored in.

Philip Wright, Sr., 160 Cedar Street, stated that he attends the P.U.C. meetings very frequently and the liaison members of the Council are conspicuous by their absence at those meetings. I would like to see somebody attend occasionally.

At this time Chairman Knight closed the public question and answer period.

ITEM #6 Consider and Approve Adoption of a Retroactive Pay Plan as Detailed in a Labor Contract Agreement between the Town and Local 1570, Council #15, AFSCME, AFL-CIO

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

Terence Sullivan, Personnel Director; James Hutt, Assistant Personnel Director and Chief of Police Services, Douglas Dortenzio were all present for this item.

Mr. Sullivan stated, we are here to recommend that the Town Council adopt and approve a pay plan in which the parties have agreed upon, that would be Local 1570 of the Police Union and the Town. These are retroactive wages that cover the period from July 1, 200 to the present. We budgeted the money every year in anticipation that at one point we would have a contract. That contract will be resolved through arbitration, we hope, by December. We see no reason why we can't release that money back and make those retroactive payments now.

Chief Dortenzio stated, I think it is a good business practice and something that we have been hoping to pursue for a little while...but we had some impediments that we hadn't foreseen and those have been resolved at the present time.

Mr. Hutt stated, I concur with the Personnel Director and Chief.

Mr. Vumbaco asked Mr. Sullivan to explain the circumstances that led to presenting a partial contract to the public and the reason why this is being done.

Mr. Sullivan replied, back in March of 2000, the parties sat down to collectively bargain a successor agreement. That took some time and by Fall of 2001 we had reached a tentative agreement on all issues. That tentative agreement was rejected by the union which had a right to take a vote and reject it. We went into arbitration and that process took another year and one-half and it wasn't until March of this year that the last hearing concluded. Right on the tail of the close of the arbitration hearings where there is no more evidence and testimony, both sides got together and put together what we call an agreed upon language document. That document was prepared by the Town's counsel on March 31st of this year, sent to the union. Over the next three or four months, issues came up as to what language was actually agreed upon including parts of the wage scale that I didn't feel comfortable bringing it to the Town Council if there were still some outstanding issues that needed to be ironed out. That was ironed out by late July, 28th or 29th. We were in the

process of calculating the retroactive payments as you can probably imagine, that's a time consuming process, going back four years for all of these employees. With that we weren't able to catch an august agenda so this agenda is the most appropriate one to come forward. I didn't feel it was appropriate to come forward on a pay plan that still was partially in contention over some old issues that have since been resolved.

Mr. Vumbaco stated, I, personally, endorse this 1000% but I believe you also stated the reasons why it is being done now and not as a whole contract in December. Can you explain a little bit more of that?

Mr. Sullivan replied, generally and I can say that in my career I don't think I have ever gone to arbitration on a contract without wages being an issue but the Town wanted these wages, the union agreed to these wages and so we have had no need to arbitrate them. It is one of the issues that is not in contention and it will not be part of the actual award. It will be in the award in that it is agreed upon language already but it is not a contentious issue that is being arbitrated.

Mr. Vumbaco stated, you had indicated and the chief had indicated reasons why you are presenting it now. That is what I am trying to get at, the moral issues, etc. Can you open that up so that the public is aware of the reasons why; the bottom line is the contract isn't 100% whole. Normally the Town waits until they are 100% whole. I agree with this wage adjustment now, but it should have been done a long time ago. As far as what you are saying, we are breaking off and approving a partial contract and I just think that the public should know the reasons why it is being presented to us.

Mr. Sullivan replied, now that the wage plan was agreed to and all of that language was agreed to in late July, from a morale standpoint, the people sitting behind us (off-duty police personnel) and their co-workers who are out on the street tonight, have not seen a pay raise since July 1, 2000. That's a long time to go without a raise. I couldn't sit back any longer and say, "let's just wait until December." It made no sense, it has been budgeted and now it is time to release it, I think. We also, from a recruiting and retention standpoint, want to pay the wages we have agreed upon. We have advertised those wages but the new people coming in know we can't pay those until something like this event tonight happens.

Mr. Vumbaco asked, is this the only reason why we are doing this? I read an article in the newspaper which said that there is a prohibitive practice lawsuit against the town. Does that have any bearing on us making the decision now to settle this in lieu of withdrawing that lawsuit?

Mr. Sullivan answered, it wasn't a lawsuit, it was a complaint. There was no basis to the complaint, the Town did not hold this up in any way. The Town, in fact, was the advocate to move it along as far back as March 31st. As soon as all that language was agreed upon,

we moved to get here tonight. The complaint has nothing to do with the fact that we are here, right now.

Mr. Vumbaco asked, the complaint being filed, especially when it has to do with the new officers being hired, has nothing to do with the Town coming forward right now asking for this money so that that issue goes away?

Mr. Sullivan answered, the union filed the complaint. If it wants to withdraw that complaint, that's its call. There is no basis for the complaint. We are here because we want to see these people paid. We had to make sure we had all of the "i"s dotted and "t"s crossed before we came here. The fact that there is a complaint has got no bearing on it.

Mr. Vumbaco stated, I just question the timing of this, that's all. I think if you were sitting in my place, you would question the same thing. I just think that it is a very interesting timeframe that this is being presented.

Chief Dortenzio added, our first interest in this was dated May 16th of this year on the understanding that the wages has been agreed to and would not change. We were no longer in contention. I motivated the issue by writing a letter to Terry (Mr. Sullivan) on May 16th asking to release the wages to our employees knowing that it is unprecedented. But as we said earlier, that issue turned out to be false when certain claims arose in late May, carried into June and as Terry pointed out earlier and again, today, it would be inappropriate for us to come before this body. In fact, I would submit that it is not even possible to figure out retroactive wages and do the calculations until you know that the wages that you are going to use to calculate those figures are final. That process did not conclude until late July and the complaint that you are referring to, filed against the Town, was filed before the wages were agreed to and the Board agent has so noted that fact and when that matter, being the agreed upon wages, were finally agreed to and submitted to the arbitrator, that effectively precludes them from being changed again. That action took place in late July and I renewed my request in writing to release that money to the workforce to bring it forward on August 13th. As Terry indicated, we finally completed the enormous number of calculations for the last few years, submitted that so that it could be cross-checked by other Town departments that are actually going to cut the checks and this is the first meeting that we have had the ability to come before you and seek the request that we have been pursuing since May.

Mr. Vumbaco replied, thank you for that explanation and I would like to stress again, I am 100% behind this, thank you.

Ms. Papale stated, I am also ready to vote and approve the adoption of the retroactive pay plan. As it was mentioned and as we talked about in executive session, it is going to be good for the morale for the people sitting behind you and also I think good for recruiting was also mentioned. To be without a raise since the year 2000 is a long time. I was very happy to see that this was finally going to get done. We asked about the money and we

were told the money is in reserve and I think that is a good thing. We don't have to go into contingency or start looking for the money. We were also told, and I know we are not supposed to talk about executive sessions, but I can certainly say the reasons that were brought to my attention and why I am going to vote for this, is that we have been losing good officers by not having a pay plan in place and I think that is another good thing that maybe we would be there with a fair wage and that would keep good officers here. I highly respect the Wallingford Police Department and that they have held on without a pay raise since 2000, you have got to give credit where the credit is due. They still went out there and they did their jobs and they took care of the Town. It certainly is time.

Mr. Toman stated, besides the issues of recruitment and retention, I would like to just remind the people out there who are watching this and urge the councilors to adopt this retroactive pay plan because these are the people I call the thin blue line, that stand everyday between us and the violence that will threaten our security or family security, safety of our property. The violent episode we had in town just the other day is a good example. I don't think we can pay them enough. I wish we can pay them more. As people look at this and consider the \$645,000 or read about it, they should consider what we ask everyday of these men and women. I highly support this.

Mr. Brodinsky stated, I just want to go back over some of the process that occurred before and I thought, Terry, you said that the issue of wages was not arbitrated, is that correct?

Mr. Sullivan answered, that is correct.

Mr. Brodinsky continued, and it went into formal arbitration around the beginning of 2001?

Mr. Sullivan answered, it was really after the union rejected the tentative agreement...

Mr. Brodinsky interrupted, you keep saying that. I know you want to reinforce the point but that's not my question. I was looking for the date, I wasn't trying to point blame. The date that it went into arbitration?

Mr. Sullivan answered, technically, by state law, 30 days after the contract expires it is in arbitration.

Mr. Brodinsky asked, if I suggested that the first half of 2001 that it went into formal arbitration proceedings and the arbitrator stated taking jurisdiction, would I be about right?

Mr. Sullivan answered, June 13, 2002 is the first hearing.

Mr. Brodinsky continued, but you submitted the issues and decided on the issues when?

Mr. Sullivan answered, leading up to that point, perhaps that day, there may have been a preliminary meeting before that when we look at calendars and those kinds of things but, generally, when you start off early you have to have a list of issues so you know what you are going to be testifying to.

Mr. Brodinsky replied, maybe I am not asking you the right question but I thought you said that it was around 2001 when the issues for arbitration were pretty much decided, wages weren't one of them. You didn't arbitrate wages.

Mr. Sullivan answered, in October of 2001 we thought we had a contract. By the time we got into formal arbitration proceedings, hearings if you will, we knew that wages were agreed upon.

Mr. Brodinsky asked, when were the wages agreed upon so that you didn't have to submit evidence?

Mr. Sullivan answered, we knew going into arbitration, so certainly by June of '02. The problem with the wage schedule as we got into '03.

Mr. Brodinsky replied, that's beyond where I am going. For some reason wages didn't have to be arbitrated because both the Town and the Police agreed upon the wages. So to suggest that the wages were just suddenly agreed upon in 2003 is sort of an intellectual disconnect. You agreed upon wages, it seems to me in 2001, the latest 2002 and then you say that you are so concerned about the welfare of the policeman, even though that you have agreed upon the wages, you want to come forward in 2003 and sort of give them retroactive wages when you have already agreed to it a couple of years ago.

Mr. Sullivan replied, what is your point?

Mr. Brodinsky replied, I will get to my point.

Mayor Dickson explained, there can be an oral agreement but it must be signed off. It has to be in writing. The written portion was not agreed to until the end of July. There were issues of wages in contention regarding captain's wages and some other things, right through until July 27th. In principal, there was an agreement, but there was not an agreement as far as what was to be written as part of the contract that both parties had signed off on. As long as that was open, could it become something that would go into arbitration? Yes, it could. So it wasn't a major issue that people were preparing to go into arbitration on but until there was a sign-off on the language that would be part of the contract, it could be something that would become part of argument.

Mr. Brodinsky continued, you asked me my point, Terry, and I wanted to get to that. The presentation that you made said two things that seemed to be somewhat inconsistent; one, wages didn't have to be arbitrated so there is an agreement in principal that you generally

don't walk away from if you have agreed in principal on wages so that you don't have to arbitrate it. I don't think anyone in the field would say that you have an agreement on wages and I think probably you, and maybe some others were quoted in the press to that affect. Then you come tonight, even though wages were agreed upon, the percentages were agreed upon many months ago and you say your motivation is really more altruistic and it comes time to give them wages retroactively and we just agreed upon it recently. But you didn't agree upon it just recently, you didn't arbitrate it, therefore there is an agreement. The other thing I just want to clarify; I think it was reported in the press and it is actually common knowledge that some police officers were recently brought on board with the expectation that they would get these agreed upon wages. They were so agreed upon that you actually published them – the new contract wages. That is how agreed upon they were. When they got on board they found that wasn't their paycheck at all and so a claim was made and I think everyone expects that claim will be withdrawn when this has passed so there certainly is an inference that one of the motivations for getting this done tonight was to take care of the claim of those officers who thought they were getting a full paycheck based upon the agreed upon wages and weren't. How would you address that?

Mr. Sullivan responded, when we advertise these position vacancies including posting internal promotion opportunities, we have indicated what the rates would be. We have indicated in many advertisements in town on any contract, whether it be a supervisor, fireman, clerk; if we have wages that are contentious and we know a settlement is coming or an arbitration award is coming, especially if we are two or three years behind, we asterisk that salary or wage and we indicate to the public, anybody that wants to read it, that we are waiting for two or three salary adjustments because if people think for a second that that's our rate and we know we are two or three or in this case four years behind, no one is going to apply. It is true that we do recognize that there was a wage that was not in contention; we did tell people it's out there, we don't have it yet, it's not done yet; we could wait until December and do it, but I think it is important that the Council and the public understand the details of the timeframe. If, in June of '02 when we started arbitration if, at that point for some reason, the parties decided to agree on language and submit that to the arbitrator at the beginning of the hearings instead of at the conclusion and we had the language in our hands that was not in dispute, I probably would have been here in July of '02 or August of '02 after we did the calculations looking for the transfer at that time.

Mr. Brodinsky replied, it is a two-way street. If you mean what you say and you are concerned about the welfare of the police officers, recruitment and things like that, maybe you would have gone the extra mile to make sure you had all the languages agreed upon right after the wages were agreed upon and they were agreed upon because they did not go to arbitration and at that point in time nail it down. That didn't happen so the comment that you are interested in the welfare of the police officers and their morale kind of rings a little hollow when you have this time gap between 2001 and 2002 and the present time. What also concerns me is whether or not the Town regards it as an acceptable recruitment practice to publish a wage that the Town knows will not be paid immediately. A wage was

advertised, published, posted, however you want to phrase it when there was no intention of paying it as soon as you started work; you weren't going to get that money in your paycheck. When most people take a job, you ask what the pay is or it's posted and you expect to get it. Then when you don't get it, you have I would think some grounds for a grievance and you are saying no they don't, they really don't have a reasonable expectation to get the money that they were promised or that was posted.

Mr. Sullivan answered, every employee that was hired was brought in knowing what the rate of pay currently is and knowing what the rate of pay will be.

Mr. Brodinsky asked, so they all knew they weren't going to get the starting \$42,765., they all knew that? Everyone was...

Mr. Sullivan answered, I don't think anybody was promised something on day one that they'd get. They knew that it would take time for this contract to go through the arbitration process to get the money.

Mr. Brodinsky asked, what is the basis of that? I'm interested. What's the basis of that statement that you made?

Mr. Sullivan answered, clearly during the interviewing process after they had gone through the whole recruiting process and they are standing in the Chief's office talking about the job, I am sure compensation comes up and maybe the Chief can speak to that.

Mr. Brodinsky asked, so you are relying on what the Chief told you during the interview, you were not at the interview.

Chief Dortenzio stated, he doesn't have to rely on it. I am sitting right here.

Mr. Brodinsky replied, I was talking to Mr. Sullivan.

Chief Dortenzio continued, it's in writing. It's given to them in writing what their starting salary is.

Mr. Brodinsky repeated, I was just asking Terry his basis, he made the comment. That's what I was getting at. Your information, Chief, that you have, bring it forward. I was asking Terry his knowledge of it.

Chief Dortenzio replied, I'll bring it forward. Each employee is told what the potential settlement may be but they are also given a letter in writing telling them what the existing wage is in addition to other benefits. So there is no surprise, nobody is hired with any sort of misrepresentation. With respect to the comment about when this is was actually resolved and agreed to, the bright line was July 28th. Agreed upon language as we banter the term around here in the room this evening is not just a word of art, it is a procedural

process in arbitration where both sides have to draw up a document of the issues that they agreed to, wages being only one small component of that agreed upon language. The bright line is when both parties agree to it in final form and submit it to the arbitrator. Until that point, you can say that you have agreed. We thought in the Spring that it was agreed upon, which is why I wrote the justification that I did write, requesting this unprecedented action. I think it is good, as I have told you before, for their morale, I think they have earned it. I think it is good for recruiting. I think it is good for retention. I think it is good business. But while we were laboring under the belief that the parties had an agreement, wages being only one small component of it, it was only oral and it could be changed by either side until the document is drawn and submitted. It was drawn and submitted on July 28th.

Mr. Brodinsky stated, I just want to clarify the existence of the document that you refer to and I am not trying to argue with you about it, believe it or not, but there is a document that they each got which is unequivocal in its terms which states exactly what their starting salary would be and each of the new officers got that and you know because you personally gave it to them?

Chief Dortenzio answered, I personally give it to them. It is a requirement by law. You have to tell them what their work week is, what day is pay day, what their starting salary is. There is a variety of things that go into that.

Mr. Brodinsky asked, the starting salary that you gave them was on that piece of paper which they got before they agreed to accept the job; before they agreed to accept the job?

Chief Dortenzio answered, that's correct.

Mr. Brodinsky asked, and is that available to us?

Chief Dortenzio answered, sure. I mean it's a standard letter that's used throughout the Town.

Mr. Brodinsky answered, we're all learning here. I would be glad to receive that from you at your convenience. I think the respective points have been made. I am voting in favor of this. I think in those cases where we have agreed upon salary, especially in the Police Department where we are having trouble recruiting and all the other issues that we've talked about, maybe the thing to do is to do whatever can be done to finalize that to make sure that we don't have a one or two year time lag between when they actually get the pay check. I think from the employee's point of view, they want the money so they would certainly cooperate and work out language that was in principal consistent with the percentage increases they accepted, you proposed. So I am voting in favor of this. I think the wages should have been paid a while ago. I think this is long overdue and I want to congratulate the Police Department for the service they performed without having getting a raise in 3 or 4 years. I think it is an awful lot to ask.

Mr. Knight thanked both sides for staying with the process. I don't know how much experience other councilors have in collective bargaining or in employment with personnel that are involved in members of a collective bargaining unit, but it isn't necessary contentious but there are two sides and everybody bargains in good faith and everything is carefully documented, I don't think there is anybody that's ever worked within the context of a collective bargaining agreement, whether they be management or labor, that it doesn't understand that the contract works both ways. It is a contract between both parties. I applaud the Chief for explaining carefully that this contract has to be; it is an important procedure that this contract be signed off on, that nothing be left to chance that's not fair to either side that anything be left to chance, that it all must be reduced to writing and it would appear to me that that effort has been made by both sides and that the final agreement, in writing, came about in July. I am pleased to be able to vote for these wages. And I appreciate the Personnel Department and the Police Department bringing it forward prior to all the rest of the matters having to do with this contract having been settled. This is unusual. I hope it is a precedent that we can use in the future in the event that such an important part of a contract as wages is settled upon early but it is going to take the good faith of both parties to sit down and hammer it out in writing in order to make that happen on a timely basis. I think that everybody involved in this has done a good job and I applaud you.

Pasquale Melillo, 15 Haller Place, Yalesville asked, will the other issues being arbitrated affect the legality of the action taken tonight?

Mr. Sullivan replied, there are twenty issues in arbitration, the hearings are closed, the evidence is complete and the testimony is done with. We hope that by December an award is issued and then the contract will be finalized. It won't undo what the Council does tonight with a wage transfer.

Mr. Melillo stated that we are very lucky to have the kind of police department that we have.

Philip Wright, Sr., 160 Cedar Street asked, did I hear that there are twenty issues?

Mr. Sullivan replied, that's correct.

Mr. Wright asked, can you give us any kind of a feeling what the big ones (issues) are? What are we talking about here?

Mr. Sullivan replied, I would rather not comment on them because it is still a matter in arbitration and it's best to comment when that award comes out in December.

Mr. Wright asked, that information is not available to the public in any way?

Mr. Sullivan replied, that is correct.

Mr. Wright replied, I guess I will have to hang around.

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

ITEM #7 Consider and Approve a Transfer of Funds in the Amount of \$645,109 from Contingency Accrued Expenses Acct. #7060-800-3230 of which \$505,671 is Transferred to Police-Regular Salaries & Wages Acct. #2005-101-1000; \$58,964 is Transferred to Police – Overtime Acct. #2005-101-1400; \$25,578 is Transferred to Police – Wage Differentials Acct. #2005-101-1450; \$24,309 is Transferred to Police – Replacement Pay Acct. #2005-101-1500; \$8,911 is Transferred to Medicare Tax Acct. #1601-800-8010; \$11,676 is Transferred to Pension – Pension Plan Acct. #1601-800-8080 and \$10,000 is Transferred to Retirement Sick Leave Acct. #1602-101-1750 – Personnel

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

Pasquale Melillo, 15 Haller Place, Yalesville stated that he supported the transfer.

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

ITEM #8 PUBLIC HEARING to Repeal Article II, “Dog Leashing” of Chapter 71, “Animals” of the Code of the Town of Wallingford and Substitute in its place a revised Article II Entitled, “Dog Leashing” – 7:45 P.M. (Appendix I)

John Letourneau, 3 Regent Court asked, on Section 3, “Unleashed Dogs Prohibited” it states that all dogs must be on a leash at all times in a public park, am I reading that right?

Mr. Knight pointed out that Section 4, b, listed exemptions. It reads, “a dog being exercised in public parks before 9:00 a.m. during the summer months of June, July and August, and 10:00 a.m. the rest of the year, except where posted by the Director of Recreation.”

Mr. Letourneau stated, the Park & Rec has a activity at Doolittle Park where they have a Frisbee contest for dogs and the park is loaded with dogs and, obviously, you can't keep your dog on a leash during that. Are they going to be able to get special exemption? It's been that way for the last 4-5 years. In the grand scheme of things it is not a big deal but...

Mr. Knight stated, the Ordinance Committee was not aware of and therefore did not consider that event.

Mr. Letourneau stated, it is a lot of fun and, although I am not a dog owner but it is fun to watch the dogs catch Frisbees and the kids enjoy it. It just might put a hardship on that because, as I read it, technically, they are going to be lawbreakers if that happens.

Mr. Knight stated, this has been in force for several years and I think that we have obviously made exceptions for that event. We will probably continue to do so.

Atty. Mantzaris stated that it was a good point that he hadn't thought of. The ordinance can be amended to reflect the exception.

Motion was made by Ms. Doherty to Amend Section 4, Exemptions, by Adding Subsection c. which reads, "Any dog performing in events scheduled by the Department of Parks & Recreation", seconded by Mr. Rys.

VOTE ON AMENDMENT: Farrell & Parisi were absent; all others, aye; motion duly carried.

Motion was made by Mr. Rys to Approve the Revised Chapter as Amended, seconded by Ms. Doherty.

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

ITEM #9 PUBLIC HEARING to Repeal Chapter 221 of the Code of the Town of Wallingford Entitled, "Vendors, Hawkers and Peddlers" and Substitute in its place a revised Chapter 221 Entitled, "Vendors, Hawkers and Peddlers" – 8:00 P.M. (Appendix II)

Ms. Papale asked, if someone is selling fireworks, for example, around the Fourth of July, will they have to pay for each stand they set up?

Atty. Mantzaris replied, yes, \$250 per location. The permits are obtained at the Police Department.

Ms. Papale asked, if I visited one of the stands as a taxpayer, could I ask to see their permit? If they didn't have one could I then call the Police Department and they will come down and issue a ticket? I certainly don't expect the Wallingford Police Department to go around and check flower stands and firework stands for permits. They shouldn't have to do that.

Atty. Mantzaris answered, you would have to check with the Police Department to see if they obtained a permit. The permits are large enough to be able to see them if you went up to the tent or stand.

Mr. Rys stated, Section 4, Regulations, subsection g. reads that no vendor should be within 150 feet of an intersection on any street where parking is prohibited. He asked, does the

Chief make that decision? I'm thinking of Route 5 and the intersection where Wal-Mart is where a lot of businesses just decide to set up there. That is where parking is prohibited isn't it? It is a major intersection. I can think of many other intersections that are very dangerous. Even with all of those lights down there on Route 5 near the Wal-Mart entrance. I see flower stands there, I see fireworks stands there. In the ordinance it says, "any intersection or street where parking is prohibited." That's a major state highway if you ask me and probably the state owns twenty feet into that. I know we are not changing it but I want to bring that up for discussion because I think what needs to be done is, before some of these permits are actually issued by the permitting authority they should really look at these areas because they are dangerous.

Atty. Mantzaris replied, that's if someone is out in the street. If they are inside of a parking lot or on the lawn.

Mr. Rys stated, they are on the front lawn of someone's business which is within twenty feet of a four lane highway with traffic lights and a lot of traffic.

Atty. Mantzaris added, there is one (vendor) that sets up on the entrance of Stop & Shop but it is inside the parking area of that former business.

Mr. Rys stated, I am not picking on that one. I am picking on the one that I think is very dangerous, even with all that lighting. Again, I know the Town owns so many feet in on a person's property and I am sure the state owns in quite a bit also in some of those areas and I would hope that these people are not just going in on state property without their permission.

Mayor Dickinson asked Mr. Rys to identify the area once more. He asked, is it inside the Wal-Mart parking area?

Mr. Rys answered, no, it is just as you make the turn.

Mayor Dickinson answered, that can be looked at, I am not familiar with that. I believe most of the area is covered by highway now that the state owns. Most of what is off of the highway is privately-owned but that can be looked at.

Mr. Rys stated, he looks at these things before he hands out the permits, I assume. People don't just come in and take out a permit and go wherever they please?

Atty. Mantzaris answered, I presume, but I don't know whether they do check the location or not. They may know about it. If it is dangerous they may not and should not issue it. I am sure they know the locations that are dangerous. I have never seen anyone vending at the spot you are talking about, not that I go by there frequently.

Mr. Rys answered, most of the time they are there on weekends.

Atty. Mantzaris stated, a lot of guys are set up, too, and they don't go in and get a permit and if nobody bothers them, they get away with it.

Ms. Papale stated, they put their tent up right at the Neptune Diner, right there which is right next to the Wal-Mart entrance.

Atty. Mantzaris asked, are they in the Neptune Diner parking lot?

Ms. Papale answered, right on the road, yes.

Atty. Mantzaris answered, that's just like the one at the entrance of the Stop & Shop area then. I assume they all have permits.

Mr. Rys stated, when the time comes, we'll see.

Ms. Doherty pointed out corrections in language to page 3, subsection d which reads "thirty" yet in parenthesis it reads, 303. On page 4, at the end of subsection g. it should read, "the Chief of Police may prohibit." Also on page 4, subsection h., the third line from the bottom, the last word in the sentence should read, "however".

Atty. Mantzaris noted the corrections.

Motion was made by Mr. Rys to Repeal Chapter 221 of the Code of the Town of Wallingford Entitled, "Vendors, Hawkers and Peddlers" and Substitute in its place a revised Chapter 221 Entitled, "Vendors, Hawkers and Peddlers", seconded by Ms. Doherty.

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

ITEM #10 Executive Session Pursuant to Sections 1-200(6)(D) of the CT. General Statutes for the Purpose of Discussing the Purchase, Sale and/or Leasing of Property - Mayor

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

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

The Council entered into executive session at 8:15 P.M.

Present in Executive Session were all Councilors (with the exception of Mr. Farrell & Mr. Parisi), Mayor Dickinson, Atty. Mantzaris.

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

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

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

VOTE: Farrell & Parisi were absent; all others, aye; motion duly carried.

There being no further business the meeting adjourned at 8:22 P.M.

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

9-23-03
Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

9-23-03
Date

RECEIVED FOR RECORD SEP 17 2003
AT 12 23 M P. M. AND RECORDED BY
Rosemary A. Rascati TOWN CLERK