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Summary/Town Council Meeting

November 13, 1984

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Town Council Meeting

November 13, 1984

7:30 p.m.

A regular meeting of the Wallingford Town Council was held in Council Chambers, called to order at 7:35 p.m. by Chairman Gessert. Answering present to the roll called by Town Clerk Rascati were Council Members Bergamini, Gessert, Holmes, Killen, Papale, Polanski, and Rys. Chairman Gessert noted for the record that Mr. Diana and Mr. Krupp were absent due to other business. Also present were Mayor Dickinson and Thomas A. Myers, Comptroller. The pledge of allegiance was given to the flag.

Invocation by Reverend George D. Stevens, Advent Christian Church:

Heavenly Father, we are thankful that we live in a land where the people may speak through their elected representatives. We are thankful, Lord, that we are here this evening to carry on your business. We pray that you will be with those who must make decisions. May they be the right decisions for this community, Lord. Lead us, direct us and we give you all our praise, in your name we pray. Amen.

Mr. Gessert requested that a moment of silence be observed in memory of Daniel D. Combs, who recently passed away, and was a member of the Armory Committee and a very fine citizen of Wallingford.

Public Question and Answer Period

Mr. Allen Bulmer suggested, with reference to Item 17 on the agenda, that he felt it was time that the town of Wallingford include in the contracts that individuals who have committed perjury or a felony lose their pensions and that all contracts should be held up until such a statement can be included. Mr. Gessert responded that he was not sure if this could be included in the contract but that it could possibly be put into the Town ordinance. Mr. Gessert felt that it was a good suggestion and that he would ask the Town Attorney and the Ordinance Committee to look into it.

Mr. Gessert conveyed Mr. Sibley's opinion regarding the recurring muddiness of the river. It was again muddy on Sunday night and this was personally verified by Mr. Gessert. Mr. Gessert conveyed this opinion to Mayor Dickinson and felt that something should be done about it. Mr. Gessert could not determine if the developers were contributing to the negligence or if there was another source. Mayor Dickinson stated that he had spoken to Mr. Sibley about this at length over the telephone.

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WHEREAS, it is desirable and in the public interest that the Town of Wallingford make application to the State for \$100,000 in order to undertake The Connecticut Steel Project. It is understood that the Town will provide a local grant-in-aid, where applicable, in accordance with the requirements of Section 4-66C of the Connecticut General Statutes amended. 623:

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WALLINGFORD:

1. That it is cognizant of the conditions and pre-requisites for State assistance imposed by Section 4-66C of the Connecticut General Statutes;
2. That it recognizes the responsibility for the provision of local grant-in-aid to the extent that they are necessary and required for said program;
3. That the filing of an application by the Town in an amount not to exceed \$100,000 is hereby approved and that the Chairman of Wallingford Economic Development Commission is hereby authorized and directed to execute and file such application with the Connecticut Department of Economic Development, to provide such additional information, to execute such other documents that may be required; to execute an assistance agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the Town;
4. That the designation of Wallingford Economic Development Commission as the development agency for the Town is hereby approved.

Mrs. Bergamini moved that the above resolution be discussed. Mr. Rys seconded.

Mr. Gessert remarked that he had received a letter from Mayor Dickinson on the above resolution, pointing out that the extent of the Town's activity would be conducting bids, awarding bids, accounting and project auditing, and that no account funds would be used for this project. Connecticut Steel has agreed to the following:

1. Prepare all technical bid specifications
2. Provide all supervision for the construction projects
3. Provide payment to the Town for all audit expenses
4. Provide payment to the Town for all disallowed costs

Mr. Donald W. Roe introduced Mr. Charles E. Volpert, Vice President of Finance, Connecticut Steel Corporation, and Mr. John Osadnik and Mr. Rosario DiNoia, both members of the Economic Development Commission. Mr. Roe stated that this project is one that the Economic Development Commission has approved to bring to the Town Council. He stressed that it would involve the Town in as minimal a role as possible. Mr. Roe felt that it would be important to get Connecticut Steel Company up and running as quickly as possible. Mr. Roe felt that the Town is essentially trying to help the State get that facility going, particularly since the carrying costs are immense.

Mr. Gessert directed comments to Mr. Volpert with regard to the increased opportunity for employment with which he was pleased and the fact that, if the company is successful, the Town will see some of the past taxes.

Mayor Dickinson mentioned here that the Town is looking to receiving payment of taxes in the very near future, but pointed out that it will not be from Connecticut Steel but rather will come from the Connecticut Development Authority. Mr. Volpert stated that it is their agreement that, since they are making lease payments to the Connecticut Development Authority, they will be responsible for paying some of those back taxes.

Mr. Gessert addressed a comment to Mr. Volpert that it was his understanding that they would be using coal furnaces. Mr. Volpert replied that there is a new technology called "Energy Efficiency Furnace" that uses no electricity, and this technology has been in use in Brazil for two years.

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Mrs. Papale requested a cost figure for the Town's administrative input into the project. Mr. Roe replied that the Financing Department and Purchasing Department have agreed to undertake the project. The accounting and auditing has also been agreed to by the Financing Department, although the actual auditing will not be done by the Town, either by the Town Auditor or an auditor of the Town's choice at Connecticut Steel's expense. The general administrative procedures and record-keeping will be done by Mr. Roe's office. Mrs. Papale asked then if there would be any hiring done, to which Mr. Roe replied negatively. The cost would be minimal, he said, with checks totalling possibly a dozen.

Mr. Killen asked what guidelines would be used in awarding the bids. Mr. Roe responded that they would use standard municipal practice. Mr. Killen stated that the Town has specifications in the charter for going away from the low bid. Mr. Roe said that if it were other than low bid, his office would have to come to the Town Council, according to those procedures.

Mr. Killen posed several questions with regard to the deadline, which Mr. Roe said was State-imposed and is the day after Thanksgiving, as well as with regard to the order in which the project was presented, especially since the Town has not as yet asked for the grant, and the State is asking the Town to administer the grant. Mr. Killen felt that everything was in reverse. Mr. Roe stated that we are actually assisting the State, but that it is a grant-in-aid program to municipalities, and it is incumbent upon the municipality to apply. According to Mr. Roe, the State utilizes the program as an economic development tool and as they put together the Connecticut Steel package, that was how they were able to put together the program that would make the company come to town and make the project a success.

Mr. Killen felt that, even though the State was being helped as much as the Town with this project, the penalty is imposed on the Town, since the Town must now meet a deadline.

Mayor Dickinson commented that he felt that it was a worthwhile venture and would help recover some of the losses and would be beneficial to the Town. Mayor Dickinson also added that the project showed the good progress that can be made through the cooperation of the municipality, the State, and a private interest. He stated that this \$100,000 would not be available otherwise, and that it is true that it is for the renovation of a private business, but that that is the whole purpose of the Connecticut Development Authority. Mayor Dickinson said that this project speaks well for Wallingford and that Wallingford is fortunate to be in the position it is.

Mrs. Bergamini moved that the resolution be accepted. Mr. Rys seconded the motion.

Vote: Unanimous eyes; motion duly carried.

Mr. Gessert opened discussion to consider approving the boarding up of skylights and possibly windows at Parker Farms School to decrease vandalism, as requested by Councilman Raymond J. Rys, Sr. Mr. Gessert read into the record that Mr. Diana had sent a letter regarding the tag sale held over the weekend, and that it was a total success, with sales in excess of \$3,200. Approximately 1,000 people came to the doors within two hours with a cash sale of \$1,600 within those two hours. Mr. Gessert expressed thanks to the Town Council for allowing the Parker Farms School Committee to hold the sale and also his personal thanks to the volunteers who helped that day, and special thanks to the two ladies in Mr. Myers' office. He said he would be sure to get a letter to both of them, recognizing their dedication.

Mr. Rys went into the Parker Farms School about four weeks ago and found the front doors bashed in and the skylights in about seven classrooms taken off completely and exposed to the outer weather. Windows had been smashed within the school, paint was thrown around, and the school was going into a state where it would cost thousands of dollars to have repaired. Since the school is far up from the road and away from regular traffic, Mr. Rys felt that it would be best to board up the school not only to take care of the vandalism but to avoid the possibi-

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lity of someone getting hurt going through one of the skylights, as had been experienced in the past. Mr. Rys felt that the Town Council owes it to the town to protect the property that it has just in case there is a need for it later on.

Mr. Deak stated that, in the last fiscal year, the Town spent \$1,435 repairing the school. This year, through June, an additional \$543 was spent on repairs, which includes materials only (not labor) and does not include replacement of those items that have been smashed, such as windows, and the painted walls. Mr. Rys mentioned that Mr. Polanski, Mr. Gessert and Mr. Holmes had visited the site to see how much damage had been done.

Mr. Gessert said that the property must be worth several hundred thousand dollars and worth money on a lease or sale basis, and that the longer it is allowed to deteriorate, the less its value will become. Mr. Rys agreed and added that if there is personal injury as a result of being in the building or vandalizing the school, the Town may be in serious trouble. He therefore felt that it would also be designed to protect the Town, as well as individuals, from getting hurt.

Mr. Killen requested a cost figure on replacement of the windows and skylights. Mr. Deak stated that the windows would not be a problem, but that the skylights would require that a roof be placed over. The material alone, for boarding up the school, would cost \$4,000 plus labor, for $\frac{1}{2}$ " plyscore. This would be for 10,000 sq. ft. If they were to use $\frac{3}{4}$ " plyscore, the cost would be \$6,000 plus labor.

Mr. Holmes felt that this would be worth the cost when weighed against the possibility of a lawsuit and the replacement costs of windows.

Mrs. Bergamni asked for a total cost, which is as stated above and does not include the skylights. Mr. Rys asked if the skylights required the plyscore and roofing material plus sealer. Mr. Deak said it did. Mr. Rys mentioned, and Mr. Deak confirmed, that some of the skylights have already been done. Mr. Deak pointed out that, since Mr. Rys last saw the school, nine more skylights were repaired on November 9. Mr. Rys said there was evidence of vandals getting in through the skylights, because desks were found piled one on top of another.

Mr. Gessert cited a conversation in which he heard that the heating system was to be started up. This was verified by Mr. Deak and was to take place the following day, November 14. Mr. Gessert suggested that when the school is boarded up, the boiler be drained. Mr. Deak agreed but stated that he needed further instruction on when this should be arranged. Mr. Gessert asked what amount was budgeted for heating, to which Mr. Deak replied that he thought it was \$20,000. Mr. Gessert said that the school was constructed of a lot of concrete, cinder block

and brick and therefore the type of building that would not require worry about the cold. Mr. Deak mentioned that the purchased No. 4 fuel oil was already delivered. Mr. Polanski stated that it seemed to him that the southwest side of the school appeared to have evidence of water leaks and asked if that was something that had to be repaired. Mr. Deak thought that the water came from a sink that someone had tried to lift, causing the pipes to burst, and this was just repaired today.

Mrs. Bergamini asked what would be done with the \$3,200 collected from the tag sale. Mr. Gessert thought that it was turned over and marked for revenue.

Mr. Gessert asked Mr. Deak how much was spent on fuel last year. Mr. Deak reported that \$17,000 had been spent and that \$2,000 would be to cover the electricity and gas, which is used to start the furnace.

Mr. Rys, as a member of the Parker Farms School Disposition Committee, had discussed this at the last meeting. He stated that Mr. Diana, Mrs. Beaumont and the rest of the members thought it was a good idea to board up the school, particularly in light of the fact that there is little anticipation that the school will be used within a year.

Mr. Myers suggested that the Council amend the revenue budget for money from the tag sale and amend the budget for the Parker Farms School for materials to allow the Town to board up the school, which would total \$3,200. Mr. Deak said the cost to board it up would be approximately \$4,000, but that he had \$1,000 left over from the utilities.

Mr. Myers dictated the following budget amendment:

Amend the General Fund Revenue Budget A/C 702, Sale of Assets, by \$3,000 (increase). Amend General Fund Expenditure Budget, Municipal Building, Parker Farms School, A/C 521-510, in the amount of \$3,000. Transfer funds in the amount of \$1,000 from A/C 521-201, Parker Farms School Utilities, to A/C 521-510, Parker Farms Maintenance of Building.

Mr. Rys moved to accept the budget amendment as stated above. Mrs. Bergamini seconded the motion.

Vote: Unanimous ayes; motion duly carried.

Mr. Gessert mentioned to Mr. Deak the asphalt hump on S. Elm and Wall Street, which is difficult to get over. Mr. Deak said that repair of this problem was pushed back because of the Wall Street project and that probably next week it would be done along with the paving of Wall Street.

Mr. Gessert introduced for consideration and approval a transfer of \$900 from A/C 503-300 Gas & Oil, to Central Garage Maint. of Fire Alarm System, A/C 505-524. These funds are for repair of the fire alarm system which has been hit by lightning causing extensive damage to most of the components in the system. The total cost of repair will be \$1700.75. Because of reduction in gasoline and diesel fuel prices, there is savings in fuel that can be used for this repair, which savings is approximately \$10,000.

Mrs. Papale moved that the transfer be approved. Mrs. Bergamini seconded the motion.

Vote: Unanimous ayes; motion duly carried.

Mr. Gessert introduced for consideration and approval a transfer of \$1,675 from A/C 503-300 Gas & Oil to A/C 509-524 Municipal Bldg. Maintenance Fire Alarm. Two-thousand dollars had been budgeted on the last budget but was not approved and Mr. Deak stated that there is more pressure from the fire insurance company and the Fire Marshall. Mr. Deak also mentioned that there are two more buildings that will need improvement, but can go on next year's budget, one being the railroad station and the other, the Senior Center.

Mrs. Bergamini moved that the transfer be approved. Mr. Holmes seconded the motion.

Vote: Unanimous ayes; motion duly carried.

A request for transfer of funds was submitted by Fire Chief, Jack K. McElfish, from A/C 203R-Capital Fire Hose 1-3/4" to A/C 203CH-Capital for installation of two bucket seats, in the amount of \$540, and transfer of funds from A/C 203R-Capital Fire Hose 2-1/2", to A/C 203CH-Capital, for installation of two bucket seats, in the amount of \$200.00.

Mr. Killen asked how many bids were received on the bucket seats and consoles. Fire Chief McElfish replied that only one was received; eight were sent out. Mr. Killen questioned this and Fire Chief McElfish replied that this is specialized work, not just bucket seats. The company which sent in the bid has done work for the Department before and is very reputable.

Mrs. Papale moved that the above request for transfers be approved. Mr. Rys seconded the motion.

Vote: Unanimous ayes; motion duly carried.

The request for consideration and approval of a transfer of \$1,049 from A/C 143-520 Assessor: Maintenance of Equipment to A/C 143-CAP Assessor: Carpeting, requested by Mr. Francis J. Barta, Assessor, was withdrawn.

The following resolution concerning members of the Baha'i faith, requested by Doris and Russell Boyce, was read by Mr. Gessert. The letter accompanying the resolution was addressed to Mayor William W. Dickinson and the Members of the Town Council, and was also read by Mr. Gessert. 627

DRAFT OF PROPOSED RESOLUTION (dated 4/23/84)

WHEREAS more than 150 members of the Baha'i faith have been brutally executed by Iranian authorities since the Islamic revolution of 1979; and

WHEREAS many Baha'is in Iran have disappeared and others have been tortured, persecuted, and deprived of their fundamental rights to personal property and employment; and

WHEREAS an edict issued by Iran's Revolutionary Prosecutor General on August 29, 1983, has far-reaching implications that threaten the lives of 300,000 Baha'is residing in Iran and places the future practice of Baha'ism in jeopardy by dismantling the administrative structure of the Baha'i religion; and

WHEREAS these actions for the first time establish an expressed national policy which lays the foundation for executions, arrests, the confiscation of property, denial of jobs and pensions, expulsion of children from schools, and other pressures which may be brought to bear by Iranian authorities on the Baha'is in Iran; and

WHEREAS the Baha'is in Iran immediately responded to the edict of August 29, 1983, by unreserved acquiescence to the terms of that edict; and

WHEREAS, despite the efforts of the United States government, made by President Reagan and joint resolution of both Houses, and a unanimous resolution by the Senate of the State of Connecticut, the oppressive edict remains in effect and actions continue unabated in Iran; and

WHEREAS these actions violate all civilized concepts of human dignity and rights;

NOW, THEREFORE, be it

Resolved that the Town of Wallingford, Connecticut, United States of America, through its Mayor and Town Council condemns the Iranian government and its authorities for their policy of degradation toward the Baha'is of Iran and implores them to reverse their policy.

Mr. Rys moved that the resolution be approved. Mr. Polanski seconded the motion.

Vote: Unanimous ayes; motion duly carried.

Mr. Gessert was informed by Secretary, Delores Fetta, that the Town Clerk was responsible for obtaining the addresses and making copies to those people listed on the resolution, as follows:

The Secretary-General of the United Nations
The President of the United States
United States Senators Lowell P. Weicker and Christopher J. Dodd
Congressman Bruce Morrison
State Senator
State Representatives Mary Mushinsky and
The National Spiritual Assembly of the Baha'is of the U. S.
The Ayatollah Khomeini

Mr. Gessert requested waiver of Rule V to make an appointment to the Armory Building Committee. Mr. Killen so moved. Mr. Holmes seconded the motion. Unanimous ayes; motion duly carried.

Mr. Gessert nominated for appointment to the Armory Building Committee Mr. Chester R. Miller, who has a background on Project Catch-up; Mr. Miller's company recently built a 38,000 sq. ft. building for which he spent a great deal of time administering and working with contractors. Mr. Miller was also a former member of the Board of Education.

Mrs. Bergamini moved the appointment of Mr. Chester R. Miller to the Armory Building Committee. Mr. Holmes seconded the motion.

628 Vote: Unanimous ayes; motion duly carried.

Mr. Gessert brought up the subject of the Taber House while still under waiver of Rule V, at the request of the Mayor's Office, to get the opinion of the Town Council on what would be done. Clarification was requested as to whether the Council is in favor of tearing it down, or improving the structure.

Mrs. Papale stated that, at a recent meeting with Mayor Dickinson, Mr. Rys, and many Library Board members in attendance, the question of why the town of Wallingford brought this property from Mrs. Taber for the Library. Attorney Lunt was also present at that meeting and brought up a few points. Mrs. Papale felt that the cost of the property was a "gift" and that Attorney Lunt also feels the same way. Mrs. Papale had suggested that Attorney Lunt come before the Town Council to present his views, from a lawyer's standpoint. The property was purchased for \$95,000. Mrs. Papale is in favor of meeting once more with the Library Board. Mrs. Papale felt certain that, years ago, the Town Council had voted to tear the house down but no record seems to exist.

Mr. Gessert expressed his view that \$95,000 was not a gift. Mrs. Bergamini stated that the purchased included the house, as well as two acres of land all situated on Main Street, and that she recalled a meeting with Mrs. Taber, in her house, along with Sally Coleman and Marion Wade. When Mrs. Taber was asked if she could stand to see her property destroyed, Mrs. Bergamini said her response was that for the Library she could and that she hoped to live to see it. Mrs. Papale agreed with this and also added that Mr. and Mrs. McKenzie, who are neighbors of the Taber House, were also present.

Mrs. Bergamini mentioned, for the record, that the house is not a Henry Austin design and that only the porch was designed by him. This porch is being considered for removal to make room for a parking lot by the private interest.

Mr. Killen stated that, according to the terms of the deed, none of the covenants of the deed would survive her, including the clause for Library purposes only. Mr. Killen felt that the Taber House should not have been leased out to the Library Board but that the Town Council should have retained it and have gone to a referendum to find out what the townspeople want. Mr. Killen felt that the Library Board, though well-intended, have more control over the building than the Town Council.

Mrs. Bergamini stated that it was her understanding that the property was lined up one-third for Library, one-third for parking, and one-third for expansion, which included the Taber House. Mrs. Bergamini said that, on questioning the lawyers, they did not specify a clause as to what would happen upon Mrs. Taber's death because they were gentlemen.

Mr. Gessert summed up that those in favor of seeing the Taber House torn down for Library purposes are Mrs. Papale, Mrs. Bergamini. Council members Gessert, Killen, Holmes, Rys and Polanski were in favor of preserving the house.

Mr. Polanski stated that since the house was built there have been seven additions made to it and there is a question as to its historical value.

Mayor Dickinson stated that it is vital that the proposals that come forward be responsibly addressed. At his meeting with the Library Board of Managers, he made a point which he wished to underscore at this meeting also. The same emotional arguments will be heard, but nothing will be resolved until a point-by-point analysis is made of what can and cannot be done, and whether parties can reach an agreement. No responsible discussion regarding publicly-owned property, though leased to the Library Board, has been undertaken. Mayor Dickinson felt that it would sit very poorly with the taxpayers if the Town ended up destroying a building for lack of public funds when there were private funds that could save it, due to failure of being willing to discuss the proposal.

Mr. Gessert remarked that there would be no problem with meeting with the Library Board to discuss the Taber House and that the Town Council would welcome such a discussion. 629:

Mr. Myers presented Items 11(a) and (b) of the agenda which request the establishment of A/C 801-853, Bond Anticipation Note Interest, and the transfer of \$2,024 from A/C 801-900, Administrative & Registration Expense, to A/C 801-853, and which also request the transfer of \$50,000 from A/C 801-900 to A/C 801-851, Bond Anticipation Note Payment. This will be to repay the note for conversion of the Lyman Hall choral room to a mechanic's lab. Mr. Myers indicated that the Town will receive \$27,000 in State funds over a period of five years if the project is not bonded. If the project is bonded, the funds would be received over 20 years. Mr. Myers, on reviewing the Town's debt position, recommends that this note be paid off and not sent out to bonds. The State grant, as of this meeting, is unconfirmed but in process at Hartford. Mr. Myers stated that he has been in constant touch with Mr. Frank Solden and Mr. Al Cei and, as soon as a date is known for receipt of the funds by the Town, Mr. Myers will inform the Mayor and the Town Council. Mr. Myers added that, when he prepared the debt service budget for 1984-85, he prepared it with a degree of flexibility so that some of these small items could be taken care of. Mr. Myers felt that it would behoove the Town and strengthen the Town's financial position with New York and the financial marketplace to take care of these small loans by paying them off and not rolling them into a bond. It would show that the Town has financial strength, means, and a commitment to repay, and accelerate payment on some of the smaller debt issues being carried on the books. Fifty-thousand dollars is only 1/40 of the \$8,000,000 in notes still outstanding that must go to bond.

Mrs. Papale mentioned that she thought the State would finance 50% of the above. Mr. Myers said that, according to the minutes, the State had agreed to 50-60%, which is the \$27,000. According to Mrs. Papale, she thought that the grant would come in much sooner but that it has been five years. Mr. Myers recommended that, for future projects, an estimated date of completion be given, because that is what starts the grant. Mr. Myers reminded the Town Council that all Board of Education debt is payable by the Town, not by the Board of Education budget.

Mr. Killen stated that, although the Town Council knows that the Board of Education debt is payable by the Town, the Board of Education should make some moves, particularly in light of the fact that the Town has paid 7% for over five years. Mr. Myers stated that the Board of Education has been very cooperative. The important factor is the date of project completion, not the date the project is initiated. This starts the process of reviewing the project application, the costs, and arriving at the payment schedule to the Town. Mr. Myers stressed that the Town must front the money and then receive it from the State at a later date, not in advance. Mr. Killen questioned whether the Town made any money on this project. Mr. Myers said that interest started costing the Town money just now, even though we borrowed it five years ago, in August 1982.

Mrs. Bergamini asked Mr. Myers if, when the State agreed to finance 60%, there was Town agreement that it would pay the remaining 40%. Mr. Myers replied affirmatively, although it was not stated as such, but rather as town debt.

Mr. Holmes moved to accept the establishment of A/C 801-853, Bond Anticipation Note Interest, and transfer of \$2,024 from A/C 801-900, Administrative & Registration Expense, to A/C 801-853. Mr. Polanski seconded the motion.

Vote: Unanimous ayes; motion duly carried.

Mr. Killen moved the transfer of \$50,000 from A/C 801-900, Administrative & Registration Expense, to A/C 801-851, Bond Anticipation Note Payment. Mr. Rys seconded the motion.

Vote: Unanimous ayes; motion duly carried.

Mr. Gessert noted for the record the financial statements of the Town of Wallingford for the month ended October 31, 1984. Mr. Killen moved to accept the financial statements. Mrs. Bergamini seconded the motion. Unanimous ayes; motion duly carried.

630 Mrs. Papale moved acceptance of the Town Council Meeting minutes dated October 23, 1984. Mr. Polanski seconded the motion. Unanimous ayes; Mr. Killen passed; motion duly carried.

Mrs. Papale moved acceptance of the Town Council Meeting minutes dated October 25, 1984 (special). Mr. Holmes seconded the motion. Unanimous ayes; Mr. Killen passed; motion duly carried.

Mr. Holmes moved that the meeting go into executive session for the purpose of discussing personnel matters, specifically a request to grant extra sick leave, to be repaid. Mr. Rys seconded.

Vote: Unanimous ayes; motion duly carried.

Although it had been planned to discuss Item 17 of the agenda, regarding consideration of contract approval with the supervisory union, under executive session, Mayor Dickinson stated that this could not be done in view of the fact that such discussion could not take place at an official meeting.

Mr. Doug Quat, reporter for the Meriden-Record Journal, asked if the employee in question had been given notification that the matter would be discussed in public session or had he waived that right. Mr. Stanley Seadale, Director of Personnel, responded that the employee was aware that the matter would be discussed at the Town Council meeting tonight.

The Town Council went into executive session at 9:10 p.m. A motion was duly made, seconded and carried and the meeting moved out of executive session. One vote was recorded after coming out of executive session: Item 16, sick leave granted.

Mr. Gessert pointed out that consideration of approval of contract with the supervisory union should not be discussed in open session, since he felt that he had not been given the opportunity to add input. Mr. Gessert felt that there were clauses in the contract that he did not like, others that were inadequate, some that should be improved and others that should be changed. Mr. Gessert felt that if it was a fait accompli as presented, that he would not vote. He felt that the contract was still under negotiation and should not have been presented as "take it or leave it."

Mr. Rys moved for discussion of the supervisory union contract. Mr. Holmes seconded the motion.

Vote: Unanimous ayes; motion duly carried.

Mr. Polanski asked Attorney Lynch, Labor Relations Negotiator, what people are affected by the contract. Attorney Lynch stated that the contract affects all the managers, who are not exempt as department heads, approximately 35-40 people.

Attorney Lynch stated that at the time that he became involved with the contract it was, in his opinion, very close to a settlement. It was in the fact-finding stage, which is the stage just before binding arbitration. Through the fact-finder, the few final items remaining were put together. These items involved sick leave, union security clause and funeral leave and a few lesser items. According to Attorney Lynch, the items that would cost some money are the insurance benefit increase, wage increase (7% this year, and an additional 7% next year). Attorney Lynch felt that this was a fair contract and that although it is still under negotiation, it is very late in the process. He felt that, given the bargaining that has taken place to this point, and the input that has been had across the table, by both parties, it is very difficult to go back and change particular items. Attorney Lynch said that formal action to either accept or reject the contract must be made at this meeting. He said that it is only presented to the Town Council in a formal presentation, as here, when the contract has been agreed to tentatively across the table. Attorney Lynch felt in an awkward position to have the Town Council vote to reject some of the items, since he has no idea as to what items are a problem. The issues that were on the table, according to Attorney Lynch, when he became involved were as mentioned above, which were not big money items.

Mrs. Bergamini stated that the greatest objection was having a union for management, which had been fought all along. The second objection was that the contract came before the Town Council for a yes or a no, and that the Town Council never has

any input. Mrs. Bergamini stated that Mr. Gessert and Mrs. Papale have been fighting this for many years. Mrs. Bergamini was disturbed that the Town has to guarantee that three employees who are union representatives must be guaranteed 150 hours for union activities. She pointed out the loss that would involve in employee time. Another item was the payment of hospitalization after the first \$5.00, which even big organizations do not give. Mrs. Bergamini felt that union contracts were a merry-go-round, where if the firemen got it, the police get it; police get it, now management wants it. She felt that what the town didn't need was another union to have to fight with and add to the list.

Attorney Lynch appreciated Mrs. Bergamini's expression of opinion because he would not be able to deal with the problem unless he heard what Town Council members considered to be the problem. He stated that, as a designated bargaining representative, this Town has a legal obligation to bargain with the union pertaining to wages, hours and working conditions and that was done. Attorney Lynch stated that we live in a time when managers, by State statute, have been given a right to organize and to bargain collectively with the employer. Attorney Lynch said the question to be dealt with is: Are there provisions in this contract which the Council would consider unfair or which are detrimental to the Town.

Mrs. Bergamini stated that, right at the outset, one problem is union activities, because three employees in supervisory capacity would get 150 hours of union activity, in addition to the 5 or 6 weeks annual leave they get per year. Next year, she said, it would be down to 2½ weeks, or 100 hours. She felt that this would be a burden to a small town of 36,000 people. Mrs. Bergamini said that there is not enough staff and that this was detrimental to the operation of the town of Wallingford.

Mr. Gessert addressed Attorney Lynch with reference to other items in the contract that he felt should be discussed in executive session. Attorney Lynch stated that the Town Council could talk about strategy for negotiations, and the conduct of such, in a "non-meeting"; it is exempt as a meeting. Mr. Gessert expressed his frustration with the legalities involved in meetings and "non-meetings." Attorney Lynch rephrased Mayor Dickinson's statement about this as follows: that there is a certain category of items that can go into executive session and one of them is not negotiations. He stated that items that may go into executive session are personnel matters dealing with individual employees, health matters, etc. Attorney Lynch said that exempt from the definition of meeting is the discussion of strategy and negotiations. No minutes and no votes would have to be taken. Attorney Lynch stated that if the Town Council wants to discuss the strategy of collective bargaining in general, not just a particular contract, this can be done in a non-meeting setting.

Mr. Killen asked if this meant that the Town Council could not formally agree on now to discuss strategy. Attorney Lynch said it could probably be done, but that he had never seen it done before. Mr. Killen then asked if the Council could go into executive session now to discuss strategy. Attorney Lynch replied that there is no specific exemption under executive session for discussion of collective negotiations. It is not a meeting within the definition of a meeting of a public agency. Attorney Lynch acknowledged that it sounded like a non-answer.

Mayor Dickinson said that since we are in a meeting which required public notice, then we fall within the parameters of what is a meeting. He further added that if the Council were to get involved in strategy negotiations, according to statute it would not satisfy the definition of a meeting. Therefore, when there is a meeting, a very technical reading of the statute would say that the Council cannot go into executive session on an item concerning negotiations and strategy because, in actuality, it does not satisfy the definition of a meeting. Mayor Dickinson said that it could be done just to hold a meeting, without public notice, which would be more like a caucus. But, he added, the Council could not vote on a contract.

Mrs. Bergamini pointed out that things need to be discussed, and that the Town Council had not even been given a list of the employees and therefore the Council did not know who was covered. Mr. Seadale said that the contract covered everyone except: Steven Deak, Tom Myers, the Police Chief, the Deputy Chief, the Fire Chief, two Assistant Chiefs, Mr. Bruno, Mr. Walters and Mr. Seadale.

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Attorney Lynch stated that the contract was distributed at least 10 days prior to the meeting, since the Council had indicated at the time of his involvement, that it was not being informed. Attorney Lynch felt that this was an opportunity for the Council to raise these questions, as to who is in the union, who are the people covered by it, rather than to wait for tonight's meeting.

Mr. Killen felt that it would be a waste of time if nine people (the Town Council members) were to call asking nine different questions, and that the other eight would not have the benefit of each of those questions. He felt that in open session it would be more productive.

At this point, Mr. Gessert, asked how the Council could go about the items in the union contract without making the front page. Mayor Dickinson responded that there was no way that he knew of to do this without full disclosure, and that whether it would be front page or not, would be what a reporter chooses to write about.

Mayor Dickinson stated that it is literally impossible to say, at any given time, other than that there is a negotiation session in process; you don't know when the questions will arise nor what they will be. Mayor Dickinson understood the Council's frustration at not being involved but stated that the Council members are not really available during the day, in a collective basis, to be appraised on an interim basis as to what question has arisen, what the response should be, and allow the process to proceed to a logical conclusion.

Mr. Holmes expressed his view that, in the future, the Council would like to have a chance to address some problems which it feels are troublesome or improve some areas that can be improved.

Mr. Gessert stated that there are some items that are brought up repeatedly that distress the Council and that the Council has to appropriate funds for, even though dissatisfaction with the items had already been expressed. Mr. Gessert felt that the problems should be addressed with the first contract.

Attorney Lynch said that there is very little change with this contract from current practice and procedure. He said that the actual cost of the contract is for some term life insurance and for some wages. Mr. Gessert stated that he was always led to believe that when you start contract negotiations that everything is always debatable, not only what is requested, but also what is offered and what is currently in. Attorney Lynch agreed with that.

Attorney Lynch asked that the Council again look at the contract before them and either accept it or reject it. He suggested that, if it is rejected, a collective bargaining negotiating strategy session which all would be entitled to attend. Mr. Gessert welcomed the suggestion and added that there are some things in the contract that are too small, one example being the term life insurance. He thought that something could also be added in the area of educational provisions that would benefit employees and is not in the contract now. He also felt that there are some things that have been objected to in the past and that the Town Council would like to see curtailed. Mr. Gessert noticed that there was no mention of the Merit Review Committee and wondered if it had been eliminated. Mr. Seadale said that it was still in the contract, and that over 90% of the original contract is still represented. Mr. Seadale stated that whatever employees would still be on steps would still be subject to the merit review board and that the 7% is a general increase.

Mr. Holmes expressed his view that the frustrations with the contract had no reflection on Attorney Lynch, who came into the contract negotiations at a late date.

Mr. Seadale pointed out that this contract addresses the issue of vacation, bringing the time done to five weeks for all new employees. Mr. Seadale also pointed out that initially there were cards signed by employees indicating their desire to form a union. There was no election, because the then-Mayor recognized the cards and met with Jack Kingston, who is the chief agent for the State Labor Board and they signed a recognition agreement which excluded those same people already mentioned above from the union.

Mr. Gessert suggested that the Council request from the Personnel Office a list of employees that will be covered under the contract.

He further suggested that the Council table the contract and have a non-meeting to discuss our concern.

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Attorney Lynch stated that, if it is rejected, the Town would go back to the fact-finding stage of the bargaining process, which would require a formal fact-finding hearing over the issues that are contested. Attorney Lynch felt that the Council may have a lot of reservations on the contract and possibly some that were never put on the table initially, when the negotiations began.

Mayor Dickinson felt that the Town should not, at this stage, ask supervisors to receive less than the people they supervise because of morale and other inequities. He personally felt that the contract was in the interest of both parties. He thought that, by and large, the Town is served well by the supervisors and that it is vital that we the Town have this service. He stated that we never start at ground zero because the ground is littered with other agreements - some of which are far better than are also part of the Town. Mayor Dickinson felt it put too much burden on supervisory areas to begin trying to reduce them to a point where they do not have equity with other employees. Mayor Dickinson said he would like to get productivity up and move them forward and address some of the problems they have been having. Mayor Dickinson said he would not ask the supervisors to either accept less than he currently has or less than the employees of the supervisors are receiving.

Mr. Gessert pointed out that some of the questions are not necessarily to recommend less and that some may be to recommend more. Mayor Dickinson said that the problem is being in agreement on the basics, not on the extras.

Mr. Killen questioned the statement from Mayor Dickinson that some supervisors may be making less than their employees. Mayor Dickinson responded that this is probably not the case in dollars and cents unless there is an overtime situation, but it does occur as far as benefits.

Mr. Seadale stressed that the union wanted to lock up what they did have on contract already. He again mentioned that they did reduce the vacation time from 6 to 5 weeks for new employees and that they wanted additional sick leave and this was given, up to 120 days, but accumulation was reduced to one day per month. Attorney Lynch felt that this would be a real plus.

Attorney Lynch clarified that in the absence of a collective bargaining agreement, the Town had basic benefits that it was paying to its managers; they had never organized previously. He further stated that when Mr. Seadale talked about putting in and preserving what they had, he was really talking about what they had by town policy not by comparison with other collective bargaining agreements. He added that what the managers had by town policy was less than other collective bargaining agreements.

Mr. Gessert voiced his objection to the current practice of giving a \$25,000 retirement bonus. Mr. Seadale pointed out that, for anyone hired after July 1975, that money does not go into the pension calculation. Mr. Seadale stated that this was the biggest saving the Town has made. He feels that changes have been made in a positive direction.

Mr. Gessert felt that for an employee who has been working for 18 or 20 years, and is anticipating receiving this retirement bonus, it would be difficult to deny it to him. But for an employee who has just signed on, he also has it coming to him. Mr. Seadale again mentioned that it would not be in the pension. He said that this retirement bonus was given away to the union by a Town Council body some time ago and their reasons may have been not to spend the dollars on salaries. The six weeks of vacation was given because the Town did not spend it on salary.

Mr. Killen stated that some of the employees did not get the same benefits as others may have, but this was compensated in their salaries in those cases. It was his understanding that those salaries are now frozen and that increases will be added on. Now they will get the salaries as well as the benefits.

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Mr. Holmes commented that the contract would probably be rejected at this meeting, even though it may be counter-productive in the end and would require re-negotiation on items that probably are not even on the table. Mr. Holmes asked if it would be subject to a lawsuit not to vote on the contract. Mr. Lynch responded that it would not be a lawsuit but subject to prohibitive practice charges and that trying to put items on the table that were not there before will be unsuccessful. It would incur greater cost and expense to go into binding arbitration.

Mrs. Bergamini asked if the Town Council is forced to go into binding arbitration. Mr. Lynch responded that the Town Council cannot refuse if it is at an impasse.

Mr. Holmes moved, on the recommendation of the Mayor and the negotiator, that the Council accept the contract at this meeting. Mr. Polanski seconded the motion.

Mr. Edward Musso, 56 Dibble Edge Road, spoke from the audience, and voiced his opinion that the Council should reject the contract, in view of the fact that as far as he had heard the increases of \$1,500 to \$2,000 per each supervisor. He felt that the Council should go back to negotiations.

Vote: Council members Bergamini, Gessert, Killen, Papale, and Rys voted no. Council members Holmes and Polanski voted aye. Motion did not carry.

Item 18 on the agenda was not discussed due to its pending acceptance of the union contract.

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 10:35 p.m.

Carmen Gonzalez
Council Secretary

Approved


David A. Gessert, Council Chairman

Date

11-27-84

Rosemary A. Rascati, Town Clerk

Date

11-27-84