

TOWN COUNCIL MEETING

JUNE 27, 2000

6:30 P.M.

AGENDA

Blessing

1. Pledge of Allegiance and Roll Call

Acknowledgements - Jubilee 2000 Committee

2. Correspondence

3. Consent Agenda

- a. Consider and Approve Tax Refunds (#395-400) Totaling \$6,182.70 – Tax Collector
- b. Note for the Record Mayoral Transfers Approved to Date
- c. Note for the Record Anniversary Increases Approved by the Mayor
- d. Consider and Approve a Transfer of Funds in the Amount of \$700 from Maintenance of Vehicles Acct. #001-2020-550-5000 of which \$450 is Transferred to Utilities Acct. #001-2020-201-2010 and \$250 is Transferred to Gas & Oil Acct. #001-2020-300-3000 – Animal Control Officer
- e. Consider and Approve a Transfer of Funds in the Amount of \$1,500 from Health Insurance Acct. #001-8035-800-8300 to Unemployed Compensation Acct. #001-8035-600-8290 – Personnel
- f. Consider and Approve a Transfer of Funds in the Amount of \$328 from Telephone Acct. #001-2005-201-2000 to Utilities Acct. #001-2005-201-2010 - Dept. of Police Services

- g. Consider and Approve an Appropriation of Funds in the Amount of \$200,000 To Taxes Overpaid Acct. #001-1090-090-9040 and to Refunds of Taxes Overpaid Acct. #001-1401-800-8910 – Comptroller
  - h. Approve and Accept the Minutes of the June 13, 2000 Town Council Meeting.
4. Items Removed from the Consent Agenda
  5. PUBLIC QUESTION AND ANSWER PERIOD
  6. Explanation by Comptroller Pertaining to the Property Tax Billing Procedures Related to Mortgage Companies as Requested by Councilor Gerald Farrell, Jr.
  7. Consider and Approve a Transfer of Funds in the Amount of \$4,624 from Regular Salaries & Wages Acct. #001-5015-101-1000 to Town Hall Carpeting Acct. #001-5015-999-9119 – Public Works
  8. Consider and Approve a Waiver of Bid to Award a Contract to Environmental Concepts in the Amount of \$3,874 for the Purchase of TimberForm Alaska Yellow Cedar Bench Parts for Ongoing Maintenance of Town Benches – Dept. of Public Works
  9. PUBLIC HEARING to Consider and Approve Adopting an Ordinance Entitled, “Ordinance Exempting Certain Motor Vehicles from Taxation” - 7:45 P.M.
  10. Consider and Approve a Budget Amendment in the Amount of \$130,000 to Increase Maintenance of Collection System Acct. #900-673 and Increase the Source of Fund Section, Appropriation from Emergency Maint. Reserve Acct. #900-216 – Sewer Division
  11. Consider and Approve a Budget Amendment in the Amount of \$60,000 to Increase Reimbursement from Utilities/MRT, State Acct. #900-420 and Increase Outside Services Employed Acct. #900-923 – Sewer Division
  12. Consider and Approve Amending the Resident Disposal Program Contract to Allow for an Increase\*of \$12.00 in the Amount Charged (\$83 to \$95) for Disposal of Waste Weighed at the Scale Effective 7/1/00 – Program Planning

13. Discussion and Report from the Personnel Director and Law Department Regarding the Arbitrator's Award in the Case of Mary Alice Petrucelli-Timek as Requested by Councilors Brodinsky, Papale, Vumbaco & Zappala.
14. Executive Session Pursuant to Section 1-200(6)(A) of the CT. General Statutes Pertaining to Discussion Concerning the Appointment, Employment, Performance, Evaluation, Health or Dismissal of a Public Officer or Employee as Requested by Councilors Brodinsky, Papale, Vumbaco & Zappala.
15. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes For the Purpose of Discussion and Possible Action on the Purchase, Sale and/or Leasing of Property – Mayor
16. Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss Pending Litigation in the Matter of Ronald Gagliardi v. Town of Wallingford - Law Dept.
17. Consider and Approve the Settlement of a Workers' Compensation Matter as Discussed in Executive Session – Law Department

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JUNE 27, 2000

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## TOWN COUNCIL MEETING

JUNE 27, 2000

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, June 27, 2000 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:33 P.M. Councilors Brodinsky, Centner, Farrell, Knight, Papale, Parisi, Rys and Zappala answered present to the Roll called by Asst. Town Clerk Patricia Sgambati. Town Clerk Rosemary A. Rascati and Councilor Vumbaco were absent due to vacation plans; Mayor William W. Dickinson, Jr., Town Attorney Janis M. Small and Comptroller Thomas A. Myers were also present.

A blessing was bestowed upon the Council by Rev. Tom Bish, Heritage Baptist Church.

The Pledge of Allegiance was given to the Flag.

Recognition – Chairman Parisi thanked Bert Killen and the Jubilee 2000 Committee for an outstanding job in organizing and producing a flawless Jubilee 2000 Parade on June 3<sup>rd</sup>.

Ms. Papale took a moment to thank Mr. Parisi and his Korean War Veterans Committee for a fine ceremony held a few days ago in honor of the Korean War Veterans.

ITEM #2 Correspondence – No items presented.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#395 - 400) in the Amount of \$6,182.70 – Tax Collector

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

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

ITEM #3d Consider and Approve a Transfer of Funds in the Amount of \$700 from Maintenance of Vehicles Acct. #001-2020-550-5000 of Which \$450 is Transferred to Utilities Acct. #001-2020-201-2010 and \$250 is Transferred to Gas & Oil Acct. #001-2020-300-3000- Animal Control Officer

ITEM #3e Consider and Approve a Transfer of Funds in the Amount of \$1,500 Health Insurance Acct. #001-8035-800-8300 to Unemployed Compensation Acct. #001-8035-600-8290 – Personnel

ITEM #3f Consider and Approve a Transfer of Funds in the Amount of \$328 from Telephone Acct. #001-2005-201-2000 to Utilities Acct. #001-2005-201-2010 – Dept. of Police Services

ITEM #3g Consider and Approve an Appropriation of Funds in the Amount of \$200,000 to Taxes Overpaid Acct. #001-1090-090-9040 and to Refunds of Taxes Overpaid Acct. #001-1401-800-8910 - Comptroller

ITEM #3h Approve and Accept the Minutes of the June 27, 2000 Town Council Meeting

Motion was made by Mr. Rys to Approve Consent Agenda Items #3a-h, seconded by Mr. Farrell.

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

ITEM #4 Withdrawn

ITEM # 5 PUBLIC QUESTION AND ANSWER PERIOD

Jack Agosta, 505 Church Street Yalesville asked the Mayor if, in fact, the Town had applied for grant funds to mediate the problem at the Goldfeder site as Mr. Knight stated at the last meeting?

Mayor Dickinson replied, the Town has applied for an E.P.A. grant to do a Phase II analysis to determine what is on the property, if anything. That application is currently pending before E.P.A.

Mr. Agosta asked, is that all that has been applied for?

Mayor Dickinson answered, until that analysis is performed, it is impossible to know what potential costs for cleaning the property or disposing of the building might be. Right now, there is no analysis, to my knowledge, that indicates what might be hazardous and would cost additional money for disposal.

Mr. Agosta had in his possession a letter dated May 5, 2000 from the Mayor to the Brownfield Target Site Assessment Program, asking for the Phase II analysis. He stated, less than two months ago the analysis was requested. I am also in receipt of a letter from Rep. Mary Fritz which states that the building will be taken down, by her efforts. May, 2000 is a long wait from November when the site was cleaned. The only effort that has been made by your office is to find out what is left in that building, is that what you are saying? All you have asked for is an assessment of that building, as of May 5<sup>th</sup>?

Mayor Dickinson stated, I have asked for an analysis of the condition of the building and the property to identify what, if any, hazardous materials are still present and hopefully get an idea of what the cost for removal might be.

Mr. Agosta commented that since this issue came to light last year, May 5<sup>th</sup> is the first action taken by the Mayor on the matter.

Mayor Dickinson replied, that is right. After analyzing the information from D.E.P. and determining that we had no final reports, in order for us to determine what would be necessary in the way of funding to clean up the property it was necessary to get a Phase II analysis. It was determined that the E.P.A. grant was the best way to go for that and that is what we have applied for.

Mr. Agosta pointed out that three days before the Mayor's letter was sent seeking grant funds, Rep. Mary Fritz, in a special session, was successful in getting legislation passed to address the matter.

Mayor Dickinson stated, I am not familiar with what legislation was proposed on it, if there are sufficient funds and the state will clean up the property with the money, I think it is great.

Mr. Agosta stated, the Town did nothing whatsoever since this problem was identified to mediate the problem. Rep. Mary Fritz had to go to the State of CT. legislature to get the money to clean up that property and protect our wells and protect the people who were going inside of that building.

Mayor Dickinson responded, there is absolutely no evidence that there is any threat to the wells and that was clearly stated by E.P.A. as well as D.E.P. I don't want people to get concerned about the wells or a hazard to the general public. At this time there is no evidence of any danger to the general public coming from the property known as Goldfeder's.



Mr. Agosta replied, the State of CT. spent \$115,000 to clean it up and now they are going to spend upwards of \$100,000 to remove the building because they feel a potential danger to the wells in that area. That is what the report said that came out. You can say anything you want but by eliminating that building, it eliminates the possible problem in that area.

Mr. Parisi questioned the reference made to removing the building.

Mayor Dickinson explained, legislation was passed which makes \$100,000 available for the state to remove the building. If the state can clean the property for \$100,000., I think that is great.

Robert Sheehan, 11 Cooper Avenue asked the Mayor if ownership of the West Dayton Hill Road Bridge had been determined yet?

Mayor Dickinson believed that the meeting with the State had not yet been held, therefore the question of ownership remains unsolved.

Wes Lube, 15 Montowese Trail referred to the Mayor's comments at the last meeting (6/13/00 Public Q&A) pertaining to Wallace Dam; the question of ownership and the Mayor's concern with compromising the integrity of the dam if the Town should damage it in trying to remove the tree off the dam. He asked the Mayor if he (Mayor) had obtained engineering advice which led him to make the statements regarding the integrity of the dam?

Mayor Dickinson responded, no, he had spoken with Henry McCully, Director of Public Works who raised the issue of the dam's integrity. Regardless of any other debates on the issue, the removal of the tree is not a priority project for the Town. There is no known hazard, therefore it is not a project for the Town at this time.

Mr. Lube asked the Mayor, whose title search did he (Mayor) base his statements on at the last meeting when the statement was made that the Town owns the dam?

Mayor Dickinson replied, to my knowledge, the title search shows us owning to the crest of the dam. Does that give us ownership of the whole dam? I don't know. It is one of those questions that has no answer.

Mr. Lube stated, if you own up to the top of the dam, you own the whole dam.

Mayor Dickinson replied, if you drop the line perpendicular from the top of the dam, it does not encompass the entire dam structure.

Mr. Lubee stated, prior to the last meeting, did you have any search on which you were basing your opinion of ownership?

Mayor Dickinson answered, I believe a title search was done, yes.

Mr. Lubee asked, and it said we owned to the crest but, in your opinion two weeks ago, we didn't even own it.

Mayor Dickinson answered, to my knowledge, we don't own the whole dam. We own to the crest of the dam.

Mr. Lubee argued, the dam does not go any higher than the crest.

Mayor Dickinson answered, but the dam is wider than just the crest of it, at the base. Who owns the whole structure? It may not be the Town of Wallingford.

Mr. Lubee pointed out, the tree is sitting on the crest of the dam; forget everything else.

Mayor Dickinson replied, regardless of who owns the dam; regardless of who owns the rights to the property on either side of it; regardless of all those issues, it is not a priority for the Town to devote manpower to remove the tree from the dam at this time.

Mr. Lubee commented, the dam is a screaming announcement that we are doing a poor job of trying to make our town look nice. We would appreciate very much, Mr. Mayor, if you would apply your influence to prioritize the removal of that tree. It has gone on now for nine months. How much longer do we need?

Mayor Dickinson replied, I understand your frustration but Public Works is involved with road and drainage projects throughout the town. I have to place those in higher priority than moving a tree. I have to assume the moving of the tree would take probably most of a day, if not longer. I just don't think it is that level of priority given the other work that has to be performed.

Mr. Lubee asked, what would be a reasonable time for us to expect the removal of the tree, in your calendar of events?

Mayor Dickinson answered, when all other priority work has been finished...it may not come in our lifetime.

Mr. Lube asked, you are saying that you will never have any intentions of removing that tree?

Mayor Dickinson answered, it depends upon many factors but at this time it is not a scheduled work project.

Mr. Parisi concluded the discussion.

Vincent Avallone, 1 Ashford Court asked for an update on the status of the lease with the American Legion Building.

Mr. Parisi stated, the architectural firm was given a thirty day (30) extension; he requested it and he was given it.

Mr. Avallone asked, is that the reason why it didn't appear on the agenda?

Mr. Parisi answered, yes, that is the reason.

Mr. Avallone stated, my recollection, back in March when there was a discussion of the rules for the Council meetings, there was a big issue over one of the rules being changed which gave you, Mr. Chairman, the authority to reject a request by a Councilperson to put something on the agenda. There was quite a heavy and lengthy discussion and I think one of the main reasons that you said you wanted that authority was because you wanted to use that authority to keep agendas from getting too congested.

Mr. Parisi answered, that was one of the reasons. I know where you are going and I have an answer so you get there and I will answer you.

Mr. Avallone stated, I just asked a question.

Mr. Parisi answered, yes, that was one of the reasons.

Mr. Avallone asked, what were the other reasons?

Mr. Parisi replied, just this very instance is another reason. The gentleman requested a thirty day extension. Calls went out on a Thursday. I believe the Councilor who requested

this was out of state. A greater majority of the Council concurred, not that that was necessary but I did ask for opinions on this because I suspected this might become a sore point, it was requesting someone's request which is about all I can go into at this point because there is some confidentiality involved and I am trying to respect that. I got a call on Sunday at which time I explained it to the Councilors what the situation was, Sunday evening.

Mr. Avallone pointed out that the request was made by four Councilors to place the item on the agenda.

Mr. Parisi answered, and I talked to two of them, I never did get Mr. Zappala directly but the Minority Leader did.

Mr. Avallone asked, so you talked to Iris about this?

Mr. Parisi answered, I talked to the Minority Leader, yes. I talked to Mr. Vumbaco.

Mr. Avallone asked, did you get any other opinions from any other Councilors as to whether or not this should be placed on the agenda or not?

Mr. Parisi answered, I talked to several Councilors to my right.

Mr. Avallone asked, how many Councilors did you talk to, Mr. Parisi?

Mr. Parisi answered, I talked to four.

Mr. Avallone asked, to get an opinion as to whether or not this should be placed on the agenda or not?

Mr. Parisi replied, no, I just asked what their feeling was and they thought it was fair to respect the confidentiality of an individual.

Mr. Avallone asked, so you unilaterally made that decision?

Mr. Parisi answered, I made that decision, not unilaterally, I made it, yes.

Mr. Avallone answered, that is what I mean, you alone made that decision?

Mr. Parisi answered, I made that decision, first of all, am I in court or what? I just get that feeling.

Mr. Avallone replied, not at all. I anticipated that question like you anticipated mine. You know what....you have made that comment to me several times that because I am a lawyer and I ask questions.....

Mr. Parisi replied, I get that impression.

Mr. Avallone continued, I am a lawyer and I go to court and I do ask questions and the purpose of asking questions is to illicit the truth.

Mr. Parisi asked that Mr. Avallone be less intense.

Mr. Avallone stated that he did not think he was intense and did not intend to be; he had no intentions of grilling Mr. Parisi. He stated that he had a point to make; it was legitimate and he was not hiding it at all. When the rules were discussed, he stated, I, as other people didn't think it was fair that the Chairperson should have that authority. It was voted on the Council fairly and you got that authority. My recollection is, the main purpose for wanting that authority was not to have agendas get congested.

Mr. Parisi stated, it was for that reason plus this is another reason. This is a perfect reason; where someone expressed a desire to, the individual who is involved in this, requested an extension of time. I don't think there is anything wrong with that. The only thing is that if Mr. Brodinsky had been in town I probably could have called him. I probably should have tried to call him in Kentucky but I didn't. It didn't occur to me.

Mr. Avallone stated, the issue isn't contacting Mr. Brodinsky, the issue is putting something on the agenda.

Mr. Parisi stated, right, I would have done that without the rule. As a matter of fact, I didn't even think of the rule.

Mr. Avallone stated, my concern is, it can be interpreted that you decided that you didn't want this to be on the agenda and overrode a request of a Councilor. In the discussion in March when these rules were being discussed I got the impression that you had no intention of using this authority to do something like that but it is clear to me and, again, it was brought to my attention from the newspaper article. If I can quote the article that Mark Peters wrote in the Record Journal this morning, Mr. Parisi you stated, "I have been

trying to make it work.”, that’s the lease agreement, “said Parisi who gave Pizzo’s month long extension.” To me, I think you are going a little far when the Chairman does that when there is a request to put this on the agenda by a Councilperson..this is my opinion and I am not going to be argumentative, I am stating my opinion.

Mr. Parisi stated, I respect your opinion.

Mr. Avallone continued, I think this is one of those dangers that we tried to avoid when we spoke and argued about giving the Chairman this authority to just keep an item from being on the agenda. You are right, this is a perfect example of where you have overstepped your bounds.”

Mr. Parisi answered, no, not at all. I think you deprived a Councilperson from legitimately putting a legitimate issue and the reason it is a legitimate issue is because this was brought up in February, this lease. It is now June and the Town certainly has an economic interest in what is done with this property. In February, it looked like we were negotiating the lease with a tenant. March, April, May, June; still we don’t know anything about this and you are giving him another extension, you are giving an extension for a month and no one knows why. There may be personal reasons whatever, but you know what? On behalf of the Town, I don’t know Mr. Pizzo; I appreciate what ever he is going through but, you know what? Somewhere along the line we have to stop this and say, “enough is enough”, if you are not going to lease this property let’s do something productive with it. If we wait now, according to this article it may not come up until August. In August we may then find out that Mr. Pizzo does not want to lease this property.

Mr. Parisi answered, it is quite possible. Let me give you the chronology because all of that time, as Mr. Brodinsky and I have met with Mr. Pizzo once, then the Town Attorney went through the building with Mr. Pizzo; then the lease was formulated; then there was a second trip through the building to refine the lease. Then the lease was forwarded to Mr. Pizzo. The thing has not been sitting idle, there has been steady work forward on this.

Mr. Avallone continued, I am not saying it has been idle. All I am saying is, it has been six months and we still don’t know where we are going and I think it is time to find out. I thought it was a legitimate issue for four Council people, not one, but four Council people requested that this be put on the agenda and, in my opinion, it could have been placed on the agenda.

Mr. Parisi interrupted to say that those Councilors understood it being removed; there was only one that did not, now let’s make that clear.

Mr. Avallone asked, what do you mean by understood?

Mr. Parisi answered, they concurred that it would be removed. Let's just understand that Bob Parisi did not just stand up and remove it all by himself.

Mr. Avallone asked, can you tell me which Councilors agreed?

Mr. Parisi replied, I have named the Councilors already.

MR. Avallone asked, could you name them again?

Mr. Parisi answered, I spoke with Ms. Papale who spoke to Mr. Zappala; I spoke to Mr. Farrell, Mr. Knight, Mr. Rys and Mr. Vumbaco.

Mr. Avallone stated, I am talking about the four Councilors who requested the item.

Mr. Parisi answered, I spoke to three of them; one of them was in Kentucky, I couldn't speak to him.

Mr. Avallone asked, all three of them concurred that this should come off the agenda?

Mr. Parisi answered, under the circumstances, yes.

Mr. Avallone asked, they agreed with that?

Mr. Parisi answered, yes.

Mr. Brodinsky stated, my name has been mentioned about nineteen times and I just want to fill in some blanks. I also spoke with Mr. Vumbaco from Kentucky. My recollection of the conversation was that he agreed with me that the matter was dragging on and that we should start looking for a backup deal and the time to start looking for a backup deal is sooner rather than later and that is the issue that I wanted on the agenda. If this goes to July, August or thereabouts or even further, we lose opportunity after opportunity to get a backup deal. It was as simple as that and that was my....

Mr. Parisi stated, and Mr. Pizzo never entered the discussion.

Mr. Brodinsky replied, not at all, and that is why I put it on the agenda.

Mr. Parisi stated, it would have been nice if it was clear in your request because your request....

Mr. Brodinsky stated, that agenda request was as simple and straight-forward as all the others we have saw and that is what I wanted to discuss and without your getting a hold of me to find out what my interests were....

Mr. Parisi stated, I don't want to debate this with you but even in our last discussion, which was Sunday night, you didn't tell me that you wanted to get into a backup situation for the building...

Mr. Brodinsky stated, you told me it was off the agenda.

Mr. Parisi continued, and you told me you would call me again, which I never heard from you so I thought the issue was pretty well accepted and that was it.

Mr. Brodinsky stated, you told me the issue was off the agenda and there was nothing I could do about it and that was that.

Mr. Parisi replied, and you said that we would chat on Monday, which we never did. So there you are.

Valerie Nolan-Ford, 7 Templeton Road prefaced her questions to the Mayor and Council with the following statements;

"During the last campaign every one of you took a stand as being pro-education and the voters in this town believed you. They believed you so much that they trusted you to do the right thing during your budget workshops so they didn't show up. They trusted you to do the right thing. We, as Board of Education members, also trusted you. We did our job in January at our budget workshops and presented you with a budget that would provide the children of this town with the best education. What came out of this trust was a huge cut in our Board of Education budget; \$2,619,537.00; a cut that was proposed by the Mayor and supported by seven out of nine Town Councilors. The misconception, from what I had heard, was that we, the Board of Ed, would just find this money in our budget and be able to give our children the quality education they deserve. This is not correct. We were able to cover a substantial amount, \$1,128,679.00 with the surplus from this year however, we also had to make some fairly substantial cuts of items that would have approved our children's education. For example, we were trying to change the walking



distance policy, since it is much more dangerous out there nowadays and that was going to cost money; we were putting in some portable computer labs at the high school; we had to cut high school late buses; the high school academic learning sessions; security guards at the high school which, to me, I never thought I would be standing in support of but with adult education going on at night and all the technology we have in the schools, we really do need them, and also for the safety of the kids. We also had to cut developmental guidance which is a long-standing program that we had which actually should have been added to, not cut. Can I address my first question to the Mayor?"

Mr. Parisi answered, yes.

Ms. Nolan-Ford asked, what items in our budget stood out to you that were not necessary...

Mr. Parisi interrupted to say, I don't think that anybody is going to carry those questions around in their head.

Ms. Nolan-Ford asked, do you use a percentage rate to cut the budget? I am just curious. I am not expecting a detailed answer.

Mayor Dickinson stated, your question, "what did I find unnecessary in your (Board of Education's) request?", I didn't find anything unnecessary in the request. I can understand why the Board would like to do all of the things proposed. The question is, is it affordable? You requested an 8.9% increase in the budget. Virtually no department receives an 8.9% increase in the budget. If we followed that pattern, we would have at this point a tax rate that would be virtually unaffordable by anyone in town if, year after year, we just allowed 6,7,8,9% increases. Remember, the Board of Education budget is 63% of the budget. The percentages in those terms become enormous in a very short time. All of it is certainly justifiable. The question is, what is affordable. Every year I send out a letter requesting all departments to be very careful about operating costs, the addition of staff, all of the things that create a problem in keeping up with expenses. On top of that, as was indicated this year, we face the approximate \$50 million school project, a capital project, as well as revaluation. We have to prepare for those as expenditures. We cannot look at one year and say, "well, this year a 9% increase for education is fine" and then next year say, "nope, revaluation and everything; everything is impossible, no one gets any increase next year", that wouldn't be good either, that would be worse. We try to balance things out. This year it ended up with a 4.2% increase but it results in over a 1 mill tax increase for people in the community. All of it is something someone has before them that they can complain about, whether it is the tax increase, whether it is reduction in services and

education or some other area but the balancing has to occur. If the balancing does not occur, we end up spending way beyond our means and at the point we want, for instance, the renovation of the schools, we would not be able to afford it. I don't think that any of us want to say now, today, that we are in support of the capital project, the school project, and then three years from now say, "too bad, we didn't plan for it, therefore we can't build it, or we will have to cut it back by three-quarters." It requires multi-year planning and we just cannot afford operating costs that go up by those kinds of amounts on a yearly basis.

Ms. Nolan-Ford asked, with regards to the renovation project, will it be a bonded out with the state over a 20 year period or certain period of time?

Mayor Dickinson answered, yes, I believe they are usually 20 years; that would be our decision but the state funds approximately 50% of it

Ms. Noland-Ford asked, do any of you know what percentage of our budget goes toward special education and, are you also aware that we have to comply with special ed mandates, both state and federal; that this is not a negotiable area? It is 25% of our budget that goes toward special education. It is quite a substantial amount. There is no negotiating there; we have to do what we are told to do. Depending on what you consider a fixed cost to be, 80-95% of our budget is made up of fixed costs; 80% of our budget is actually salaries and benefits. We did not create any new positions this year. We had to hire some special ed positions because those were mandated but we did not create any new positions. I don't come here very often but I wanted to come to clear up an issue. Contrary to newspaper reports or rumors, we did not magically come up with dollars in our budget. We spent long, hard hours coming up with cuts to make to the budget that would still give our children the best education we could.

Mr. Parisi stated, I don't think anyone said that.

Ms. Nolan-Ford stated, it was intimated that the money suddenly appeared, I believe in the Record Journal. I wanted to make that clear because our meetings are not televised. I know that you, Mr. Parisi and Mr. Brodinsky have attended one of our budget workshops at which we were trying to cut the budget, and I appreciate both of you coming. I think Mr. Vumbaco was there also. I just wanted to clear that up; our meetings aren't televised; I have to come to you here to clear the record that we did have to make some substantial cuts. I understand, Mayor, what you are saying about having to balance the budget and the mill rate. I still have many people coming up to me asking, "what is going on with this budget? This town can afford to pay." Maybe we should try and educate our townspeople more on where to direct those questions to because, philosophically, I, as a Board of Ed

member, know what kind of education I want to provide to the children and it is up to you (Council) and the Mayor to decide how much the Town can afford to pay. Thank you.

Mr. Parisi declared the Public Question and Answer Period closed at this time.

ITEM #6 Explanation by Comptroller Pertaining to the Property Tax Billing Procedures Related to Mortgage Companies as Requested by Councilor Gerald E. Farrell, Jr.

Mr. Farrell stated, like almost everyone else in Wallingford, I got one of our new form real estate property tax bills in the mail from the Town last week. For me, it was actually the first time that I had received an actual tax bill for my real estate property taxes. Like many people I have a mortgage and I escrow for the taxes through my mortgage company and they pay them when they are due. With the tax bill was a letter which read, in part, "If a bank or mortgage company is responsible for paying your taxes, please retain this bill for your records only. If your bank or mortgage company needs a copy of the bill, they will contact you." I subsequently received a letter from my own mortgage company which read, "Dear Mortgagor, you will soon receive your property tax bill from the Town of Wallingford. The town has changed the way their tax bills are handled and they will no longer be sending them directly to the bank for payment. According to the terms of your mortgage, Liberty Bank is escrowing on your behalf to guarantee that this tax bill is paid when it is due. To ensure prompt payment of the bill, please send the entire tax bill to me in the enclosed postage-paid envelope. Failure to forward the bill may result in interest charges for late payments." I decided the best course of action was to take this tax bill that I am supposed to retain and send it certified mail to my bank because, as a lawyer, I handle a decent amount of real estate law, and the thing that worried me is, it was a little indefinite in what the letter was saying, that in many mortgages if the taxes don't get paid, that could constitute a default and your bank could accelerate on your loan and call it all due; not a great situation. The other side of that coin is, if my bank does not pay my taxes and they don't somehow get the bill, there is also the problem with the Town. The Town could potentially place a lien for unpaid taxes on the property and charge interest and a lien fee. I subsequently spoke with the Tax Collector's Office who reports that the bank codes that are traditionally put on each one of the bills were not entered this year. As of today only three banks had received the tax information from the town, probably out of dozens of banks, I would think. I wanted to bring this issue out. I talked with the Comptroller individually and thought maybe this would be an opportunity for Mr. Myers to clarify this because, being in Town Hall the first two days after the bills came out, the telephones range off the hook, I am sure I was not the only one calling.

Thomas Myers, Comptroller thanked Mr. Farrell for his interest and for placing the item on the agenda for discussion. He stated, we have prepared a brief outline of our past practice regarding tax bills and our current practice or, the new policy. What I would like to do is go over that with the Council and the public.

In the past property owners were mailed a tax bill, except in cases where the town had notice of the name of the lending institution, a bank or mortgage company, holding twenty-five or more mortgages. Then the town would offer a computer tape to those lending institutions and mortgages, a computer tape, that is distinct technology. One computer tape would go to another computer system. In order for that to happen, the tape had to be compatible with the lending institution's computer system. Custom-written software which was written in-house by Wallingford personnel, allowed the Town to code bank and lending institution information on the tax bills and we would mail the tax bills to these banks and lending institutions rather than to the owner of record, the property owner. In addition to that, if lending institutions or banks had less than 25 customers, and we do have one lending institution that has one escrow mortgage account in the Town of Wallingford, then the bill was mailed to the homeowner and those institutions would have to contact their customers. This system was fraught with or contained errors. These tax lists are dynamic, they change. At the time the lists were given to the Town, between the time we received them and the time the tax bills went out, there were already many changes to those lists and tax bills could have went to institutions where mortgages were paid off rather than to the property owner. They could have went to institutions and the mortgage was refinanced. It was not a perfect system and there was this constant contact back and forth between taxpayer, mortgage institution, lending institution and the such. It also was somewhat troublesome because property taxpayers would request copies of the bills from the tax office because they had not received the bill to begin with. When we instituted the process to put in a new computerized billing system for Water, Sewer, Tax & Electric, part of that process was that we looked at what we did and whether we wanted to change it or not. Under the new system, all property owners receive a tax bill. All lending institutions, whether they are banks or mortgage companies, have been advised that they can receive Wallingford property tax information on computer diskette. Some systems are compatible with towns, others aren't. Where the system is not compatible, that lending institution would have to write a piece of software that would allow their computer to accept our diskette. We have to do that ourselves with some of the software we use in doing property valuation. The example I could cite is, our valuation software... is proprietary software owned by Cole, Layer, Trumbull company. That software exists at market value. We then have to take that market value information and convert it to Grand List information and format. That is another set of proprietary information owned by Quality Data Systems out of Waterbury. We had to pay to have a

piece of custom software created that would move the valuation information over to the Grand List. From the Grand List information, another piece of custom software had to be developed to move it from the Grand List to tax billing format. Those are commonly known as "software bridges". All lending institutions were offered the diskette; electronic media. Then they could deal with the diskette in their computer systems. We did not want to be involved in customized programming any longer. It leads to a large reliability upon certain individuals; one or two people, and the number of people really doesn't matter. But it takes a standard package and makes it non-standard. We did not want to get into the customizing of our billing software. We don't own the billing software, it is owned by an independent vendor. In addition, it is expensive to have this vendor customize software and, the lists are dynamic so they are never perfect. We receive the information months before the tax bills go out and then there is all the changes that never get reported to us from the time the list is dated, the lists from the lending institutions, to the time the bills go out. Even if it was reported, we wouldn't have the time to make all those changes in the system. We think our new procedures will avoid problems where the owners, in the past, have not received a bill and have questioned the bill. We also believe that all the lending institutions have the ability to take our diskette and use that information if they want, and I did check that particular point with our computer consultant, a national consulting firm, RMS McGladrey. Based on our conversation, I did go back and check with their I.T. people, our project manager who is here. He confirmed that once the diskette is available, it can be available to every lending institution but they will have to make that diskette compatible with their systems. The other is that, the Town never really knew where or who paid all the escrow accounts. For example, the escrow accounts that were once managed by a Wallingford institution which was subsequently sold and merged with others, went to an independent mortgage servicing company. That company contracts with another mortgage servicing company, a much larger servicing company, a national company, to handle their escrow accounts. On a positive side, we have received positive comments from taxpayers who said they appreciate receiving their bill even though their account is escrowed. By receiving their bill they no longer have to depend on their lending institution to supply them the information to prepare their federal and state tax returns at year end and, if their mortgage is close to being paid off, they now have their tax bill in hand so it is causing some people to think that for a period of time they never received a bill. Now they know their mortgage is close to being paid off and they are in receipt of the tax bill and will be receiving the bill as a reminder that they have the obligation to pay the future taxes and not a lending institution.

Mr. Farrell stated, the problem I have always had and still have is that the letter that went out with the tax bill, I can't say that I think it gives the greatest advice in the world. I think it should have said, "We are changing our practice. There is going to be some confusion.

For you to be absolutely sure that your bank pays your tax bill this year, if you are escrowing, it would make sense for you to spend the \$.33 and drop it in the mail to them." Then you know, and it would be even better if you send it certified because then you have some evidence that you sent to the bank, that you are not at fault because the bank could take the position that it is not their fault that the Town of Wallingford changed its practices.

Mr. Myers stated, we considered that but then we also considered the number of people who would not know where to mail that tax bill. We figured what would happen is that all these banks and lending institutions who would not accept the diskette would contact their customers in writing and send them an envelope to mail the tax bill back to them.

Mayor Dickinson stated, I wasn't aware previously, but there are instances where one lending institution can be involved and some of our instructions don't really fit, where there is one institution. The old system didn't handle that either because the old system would not result in us being able to send a tax bill to where there is less than 25 customers or mortgages for lending institutions. This does standardize what we are doing in a more understandable fashion. It does create a situation for some more responsibility with the homeowner but, on balance, it is best that the homeowner does know what is happening with regard to the taxes because, in the final analysis, the homeowner is responsible for the payment of the taxes.

Mr. Knight asked, what should we tell people if they call us confused by this letter? If, in doubt, mail their bill to their lending institution?

Mayor Dickinson answered, I suggest that, if possible, contact the lending institution and determine what specific location to which they should mail the bill to. You want to make sure the correct party gets the bill.

Mr. Knight stated, there are a lot of people that, over the course of years, forgotten about the bill. It is all automatic; you send the bill to them, they send us a bill; we keep sending them money and everything goes around and around and around. We have a fairly sudden change and I think it leaves a lot of people, with not much of a background in this kind of work, a little confused as to how to keep from falling into arrears or a problem with their lending institution.

Mr. Myers answered, all of the lending institutions we had knowledge of, we maintained a list, received a certified letter from our Tax Office stating that we were changing the billing and we would no longer be mailing them the bills but we would offer a diskette. If

they did not want to use the diskette, they would have to contact their customers. I am not sure it said it exactly in that fashion but they were all advised and all of those letters went out to these mortgage companies and lending institutions certified mail. Then, in constructing the language to include, in the mailer with the bill, we wanted to keep it as simple as possible; retain the bill for your records unless your lending institution contacts you. holders/payors. There doesn't seem to be any indication in that letter that the Town made

Mr. Knight stated, the Town did make a good faith effort to contact our mortgage any contact. Now we know they did.

Mr. Myers stated, we did. He then proceeded to read into the record some of the addresses of the larger institutions: Greensboro, N.C.; Tarrytown, N.Y.; New Haven, CT.; Uniondale, N.Y.; Van Nuys, CA.; Frederick, MD.; Rochester, N.Y., and Warwick, R.I. The biggest tax service is located in Uniondale, N.Y. We thought we made every effort to notify all these escrow agents, lending institutions and mortgage companies of the system change, offer them the diskette and then we try to advise our customer so as not to cause them any worry. I think discussing this here tonight will add clarity to the change in our process and I thank Mr. Farrell for talking to me about it and putting it on the agenda.

Mayor Dickinson stated, to clarify, notification would only include the large institutions. It would not include ones that we don't have notice of or ones holding very few mortgages.

Mr. Knight asked, none us know how big a stake our lender has in Wallingford and the number of mortgages they are holding. If, in doubt, we should contact them because there is a very good chance that they have no communication from the Town. If they are from Iowa and have two customers in the Town of Wallingford, they didn't hear about this.

Mr. Parisi stated, my concern is that banks often sell mortgages and how do you track that?

Mayor Dickinson answered, we can't track that. Probably where you dealt with a local bank; you mortgage was with Dime Bank, for instance, chances are all of those are in one place and you are in with a fairly large group. But if you are dealing with a bank that is not locally situated or had been, then there is a greater chance that you may be one of very few; that is a factor here.

Mr. Myers stated, the banks and lending institutions that had less than 25 Wallingford accounts never received any information from our Tax Office; past practice/current practice. They always contacted their customer for the bill so there is no change for those. All the ones that have 25 and more received a certified letter.

Wes Lube, 15 Montowese Trail stated, the bill has created problems which have not yet mentioned. We have here, in Wallingford the Assessor tells me, 651 homeowners who are on the State Circuit Breaker program. This is a program that actually issues a grant to the elderly homeowners and pays a portion of their taxes on a sliding scale based on their retirement income. Of those 651 homeowners, traditionally since the program started in 1992, they have been receiving a tax bill on which there was a specific notation "Circuit Breaker" and the amount defined. The bill explained why the gross tax and the net tax were not the same. Of those 651 who are on the Circuit Breaker Program, there are 80+ who are also participating in the Town-financed deferred tax program. You have to belong to the Circuit Breaker Program in order to qualify for the Town deferred tax. The Town deferred tax is nothing more than an agreement on the part of the Town to accept the taxes at a later date when the property is either sold or inherited and they do it interest free. In order to protect the Town's interest, they place a lien on the property. When these bills went out to the mortgage holders of these 80+, if they had a mortgage, the bill said, "Back Taxes". The taxes had been deferred and every year since 1992 the bills have had either a red stamp or a mimeo'd notation, "Tax Deferred". This time that was not true. A lot of these people who receive these bills, the elderly, more often than not don't know what they are reading. They don't know the significance of this word "Back Taxes" in capital letters with asterisks on either side to draw attention to that mortgage holder. The mortgage holder is going to think that these people have not been paying their taxes and, of course, that is not the case, they were deferred. There is going to be a lot of very demanding, non-personal notes or letters received by these elderly informing them to get up the money for the back taxes or, as Atty. Farrell, Jr. said, their mortgage will be accelerated, which is another way of saying, foreclosed on. I think this is an unnecessary alarm that we are creating for the elderly unintentionally, I am sure but it was something that was overlooked when these were designed and it is something we should correct before the next tax bill goes out.

Geno Zandri, 37 Hallmark Drive asked, how do we handle a case where someone owns property in Wallingford but lives out of town? How do we get that tax bill to them?

Mr. Myers answered, the bill would go to their mailing address.

Mr. Zandri asked, so there is a mechanism on the tax bill for a mailing address?



Mr. Myers answered, the mailing address would be different from the property location. The taxpayer could have the bill mailed to a different location other than the property address. That has always been the case with the old and new system.

Mr. Zandri asked, is there a mechanism for a mailing address different than the property location?

Mr. Farrell stated, yes, the tax bill I received was mailed to a P.O. Box even though the property location is North Elm Street. When I closed on the property there was a form I filled out directing the Tax Collector to send the tax bill to a specific address.

Mr. Zandri asked, if that is the case, then why can't the bills be mailed to the lending institutions?

Mr. Myers answered, because we believe we should mail the bills to the owner or record, the property owner. The lending institution lists are in a constant state of flux; they are changing all the time; it is a dynamic list, changing daily. It would be impossible to keep up with those lists.

Mr. Zandri stated, it was done that way before.

Mr. Myers replied, yes and with problems. Bills that went to lending institutions when the mortgage was paid off. The homeowner never received the bill. The first time the property owner became aware that they should be paying a tax bill is when they received a delinquent notice. Now they have an interest penalty on the bill.

Mr. Zandri stated, I think you will end up with interest penalty on this system as well because, I agree with Mr. Farrell, the instructions on that letter were very vague and I think the instructions should have read "This is your tax bill and if you are paying your taxes in escrow, this tax bill should be forwarded immediately to your banking institution." I read that letter myself and I disregarded. I was under the impression that the bank was going to get the bill anyway so I didn't worry about it and threw it into the round file (wastebasket) because I wasn't concerned about it. I think there are a lot of people out there that are going to be very confused with this new system because of the way the letter was sent out. My recommendation would be that the situation be rectified immediately with some sort of a notice, whether it be mailed out to everyone again or whether it be an article in the newspaper to make sure that all of the residents in town are aware of the fact that the bills they receive should be forwarded to their lending institutions.

Pasquale Melillo, 15 Haller Place, Yalesville asked if there is any state agency that has guidelines surrounding this particular matter?

Mr. Myers answered, not that I am aware of. To the best of my knowledge the state requires municipalities to bill residents for property taxes. There is no uniformity in the billing format; in the policies of the municipality; each municipality can deal with it in their own way.

Mr. Melillo asked, what you are saying is that the state has no legal jurisdiction over this in any way?

Mr. Myers answered, I am not going to make a broad statement like that. I am going to say that the State of CT. requires a bill to be sent to the property owners. It does not require a certain format or color or any of those characteristics. And I can't even, sitting here, say that the state requires a bill to be mailed. That is our policy; to mail the bill to the owner of record.

Mr. Melillo recommended that the Comptroller, Town Council, Mayor and Law Department all get together and contact our State Legislators and Representatives to meet with them to discuss this issue to get this coordinated the way it should be. Mortgage companies should be mandated to communicate with the municipalities and property owners to make sure everyone is coordinated on this matter.

This concluded the report out.

ITEM #9 PUBLIC HEARING to Consider and Approve Adopting an Ordinance Entitled, "Ordinance Exempting Certain Motor Vehicles from Taxation" – 7:45 P.M.

Mr. Knight, Chairman of the Ordinance Committee stated, in the previous meeting of the Town Council Mr. Brodinsky raised the question regarding changes to the State Statute allowing towns to adopt an ordinance, such as the one we are discussing tonight. He was referring to Public Act 00-214 which was introduced by Mary Fritz and passed in the legislative session that just ended. Unfortunately, upon researching it, the Law Department pointed out to us that the effective date of the new act, the changes in the law, is going to be October 1, 2000. The change in the law will extend the exemption to the owners of qualifying vehicles who have disabled children or wards for whom they are responsible. It will indeed expand it for merely the owners who, being the disabled people, to the owners of the vehicles who have children or wards for whom they are

responsible. It was the Ordinance Committee's opinion that we should proceed with the consideration of the ordinance, as written or drafted. Doing so, would enable those individuals that do qualify as owners of those vehicles to take advantage of the exemption for the present assessment year which began in October of 1999. It is certainly our intention to meet and discuss the language necessary to extend the exemption to the limits that the new state statute allows and bring that before the full Council as soon as it is appropriate.

Mr. Parisi called for comments from the public at this time. No comments were forthcoming.

Mr. Parisi called for questions from the Council.

Mr. Farrell stated, I agree that it is important that we pass an ordinance under the current statute to get this exemption going. There are many people in our community who are disabled who, to give them a good measure of independence, have specially-fitted vehicles and that is what the ordinance aims at giving them some benefit for; that they have their vehicles remodeled to accommodate their handicap. I concur with Mr. Knight; as of October 1, 2000 we can come back to the ordinance to make the necessary changes to expand it and allow people who are not handicapped but who have handicapped individuals for whom they are responsible and have had their vehicle modified, to claim the exemption as well.

Mr. Brodinsky stated, it is a good approach to pass this now and amend it later. I want to commend the Ordinance Committee for doing a fine job and doing the extra research and extra work on the revised ordinance. I am looking forward to voting for this.

Ms. Papale concurred with both Mr. Farrell and Mr. Brodinsky. She also extended thanks to the Ordinance Committee for presenting the ordinance now. She stated that many of us know individuals with these types of vehicles and it is good that the ordinance is being proposed.

Motion was made by Mr. Knight to Approve Adopting an Ordinance Entitled, "Ordinance Exempting Certain Motor Vehicles from Taxation" as has been drafted and append the draft to the minutes of our meeting, seconded by Mr. Farrell.

VOTE: Vumbaco was absent; All ayes; motion duly carried.

ITEM #7 Consider and Approve a Transfer of Funds in the Amount of \$4,624 from Regular Salaries & Wages Acct. #001-5015-101-1000 to Town Hall Carpeting Acct. #001-5015-999-9119 – Public Works

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

On a separate matter; Mr. Parisi asked Ed Niland, Superintendent, Public Works Dept., to make a note that he has received complaints that the entrance/exit doors leading from the Council Chambers are sticking badly and people are having trouble exiting the auditorium. He asked that Mr. Niland arrange to have them looked at.

Mr. Centner asked, what is the approximate square footage for all the office areas under consideration?

Mr. Niland answered, 2,146 sq. yds.

Mr. Centner asked, does that cover all the departments in the Mayor's area?

Mr. Niland answered, on the three floors, yes.

Mr. Centner asked, the type of carpet we are installing, what is the typical life expectancy?

Mr. Niland was not sure. He guessed it would be approximately 10 years.

Mr. Centner asked, has it been 15-17 years now with the present carpet?

Mr. Niland answered, I don't believe it has been that long.

Mayor Dickinson replied, it has been approximately 14 years.

Mr. Rys asked, does this include all of the carpeted areas in the entire Town Hall?

Mr. Niland answered, yes.

Mr. Parisi asked, and Council Chambers?

Mr. Niland answered, no.

Mayor Dickinson stated, it does not include the Council Chambers and it doesn't include several rooms. It is not complete...

Mr. Parisi stated, you should take a look behind here (Council bench) one day soon.

Mayor Dickinson stated, Henry (McCully, Director of Public Works) took a look, in general, out here and did not feel that it showed a lot of wear but maybe back there...

Mr. Parisi pointed out, we have more duct tape than carpet back here.

Mayor Dickinson stated, it does not include several rooms. I think Rm. #109 would be an example and I don't think we are doing the Electric Division area since they will be leaving that in the very near future. There are a few areas that it would not include.

Mr. Niland stated, it includes the Planning & Zoning area; Assessor's Office; Town Clerk's, Room #109; Probate Court area; Electric Division; Veterans'; Welfare; Tax Office; Purchasing Dept.; Central Services; Town Council; Lounge; Comptroller's Office; Room #315; Program Planning; Mayor's Office; Town Attorney's Office; Personnel & Risk Management Office.

Mayor Dickinson stated, the total amount is somewhere around 18,000 sq. ft. of carpet.

Robert Sheehan, 11 Cooper Avenue asked, are you carpeting the whole building with this \$4,600 you are requesting tonight?

Mr. Parisi answered, no, not the whole building, just the offices he named.

Mayor Dickinson stated, the total cost is around \$50,000.

Mr. Niland stated, it is \$21. sq. yd.

Mr. Rys stated, it was budgeted for already.

Mr. Sheehan stated, behind these chambers is a floor we just had put installed in the lunch room (lounge). I don't know what the cost was but, the remedy they used to fix the tile is about the most imaginative one I have yet to see. I assume that went out to bid and I assume the rest of this building is going to go out to bid also; \$50,000. There are a lot of people putting floors down and there are a lot that don't know what they are doing. A good example is that room (lounge) right back there. It even has a piece of tile torn up

now for I don't know how long. To screw down a tile with a screw and think you are going to get it level to the floor to correct the tile lifting and think you are going to put another tile over it and it is going to be the same width as the rest of the floor takes a lot of imagination. Put that room on your list to be repaired along with the carpeting here. I understand that the carpeting that is here now is not regularly maintained; maybe vacuumed but it has not been shampooed or cleaned in a number of years. If we are going to make it a showplace, let's do it right.

Mr. Parisi asked, who did the tile work in the lounge?

Mr. Niland answered, I don't know. I know it was corrected once. They came back in and re-did the floor. They had a problem with them at Public Works, too, but they did come back and re-do all the work.

Mr. Parisi stated, I suggest that someone.....he (Mr. Sheehan) does raise a good point. They did screw the tiles; I never heard of that in my life. So be it, they did it. He makes an observation and it is a fair one. Perhaps we should follow up on that.

Mr. Niland stated, when they did apply the floor the first time they did come back and rip them off completely and did try to stand behind their work.

Mr. Parisi stated, I think you should take a look.

Mr. Niland stated, we will look at it tomorrow.

Pasquale Melillo, 15 Haller Place, Yalesville stated, the \$50,000 for the carpeting and the other \$4,600 being requested for carpeting tonight should be transferred to the Board of Education so that they can hire security guards for the schools. The carpeting is not practical or necessary. Security guards make more sense.

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

ITEM #8 Consider and Approve a Waiver of Bid to Award a Contract to Environmental Concepts in the Amount of \$3,874 for the Purchase of TimberForm Alaska Yellow Cedar Bench Parts for Ongoing Maintenance of Town Benches – Public Works

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

Mr. Brodinsky asked, is the reason for the bid waiver to allow us to purchase a bench that matches all the other benches?

Mr. Niland answered, yes, and this company is the only one we can get the parts from for the benches that have been vandalized or worn out.

Jack Agosta, 505 Church Street, Yalesville. He pointed out that all of the benches that were located outside of the pavilion at Community Lake have been removed. They had graffiti all over them; one of the seats was missing. He stated, since they were so poorly maintained, the Town must have decided to take them away. He wondered if everyone was aware of that fact?

Mr. Parisi stated, it is too bad that people don't treat public property with a little more respect.

Mr. Niland pointed out that the picnic benches at the parks are different than what is being talked about tonight. The benches referred to this evening are those benches in the downtown area; Center Street.

Mr. Agosta stated that he thought this item pertained to the benches that are located in the Town's parks.

Pasquale Melillo, 15 Haller Place, Yalesville, found it hard to believe that there was no other company that manufactured the parts for the benches. He is opposed to the bid waiver and feels that competition is eliminated by waiving the bidding process.

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

ITEM #10 Consider and Approve a Budget Amendment in the Amount of \$130,000 to Increase Maintenance of Collection System Acct. #900-673 and Increase the Source of Fund Section, Appropriation from Emergency Maint. Reserve Acct. #900-216 – Sewer Division

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

Correspondence from Roger Dann, General Manager of the Water & Sewer Divisions states how a recent television inspection of a section of trunk sewer crossing the Allegheny Ludlum property revealed significant deterioration of the main, which is a 24" vitrified clay pipe installed in 1915. Due to the extent of the observed deterioration, it is

imperative that repairs be made as soon as possible. Since the repair had not been identified at the time of the budget preparation, additional funds must now be appropriated in the upcoming Fiscal Year 2000/01 budget to accomplish the work.

Mr. Centner asked, with this transfer, what will the balance be in the account?

Mr. Dann answered, in the Maintenance Reserve Acct., we have not balanced it up for the close of the fiscal year. At the close of last fiscal year, the balance was about \$1,480,000. We did allocate approximately \$280,000 in the current year's budget to be utilized from that reserve. A balance should remain of approximately \$1,200,000 plus whatever was taken in the current year from connection charges.

Mr. Centner asked, what is the expected cost for this project? Is it the \$130,000 or is that part of it?

Mr. Dann answered, it is about the \$130,000.

Mr. Centner stated, a while ago we had some kind of difficulty with the main line in that area. Was it similar or was that something else?

Mr. Dann answered, that was a different pipeline. We have several trunk sewers that cross that property. This is not the same one we repaired previously.

Mr. Centner asked, is the repair going to involve a polyethylene-type of sleeve?

Mr. Dann answered, the sewer crosses underneath much of the Allegheny Ludlum building so we don't have good access for a conventional repair. This is ideally suited for a pipelining-type of project so that is what we are intending to do.

Mr. Centner asked, are we going to have re-route the pipeline?

Mr. Dann answered, while they are installing the liner and curing it, they have to bypass pumps so they draw flow from an upstream manhole and pump it through a temporary discharge line into a downstream manhole below the repair. In this case they will actually do the run in two separate segments. They will be back on two different weekends to minimize the impact their work will have on Allegheny Ludlum.

Mr. Centner asked, is there a lot more piping in that area from the same era?



Mr. Dann answered, we have looked at all of this run and the other segments that are the same material are o.k. This pipe type is fairly common when you go back into the timeframe in which this was installed. Within our system we have quite a bit of this material. Our pipelining, annually, is largely directed at repairing this type of material which seems to be what is deteriorating right now.

Mr. Centner asked, do you have a systematic plan of looking at that type of piping?

Mr. Dann answered, we have a plan to try and look at all of our pipe, at least once every ten years, through televising inspections. What we have been finding is, the majority of deterioration and repairs have been necessitated in this pcp pipe material.

Mr. Knight asked, how do you discover something like this? Was it through a program or was it a failure of some sort that made it obvious there was a problem?

Mr. Dann answered, it is a regular inspection program. We don't want to find out about this type of problem via failure. A number of years ago we purchased television equipment and we have made it an annual program to go out and televise portions of the system and identify segments of sewer that either need small or point repairs or, as in this case, require re-lining or outright replacement.

Mr. Knight recalled a similar problem on the north end of town in the vicinity of Yale Avenue. He asked, how many feet of pipe is involved in this project?

Mr. Dann answered, 1,370 ft. of 24" pipe at a price of \$95 per foot.

Pasquale Melillo, 15 Haller Place, Yalesville asked if the work is being put out to bid?

Mr. Dann answered, there is an existing bid for re-lining the pipe that will be utilized for this project.

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

ITEM #11 Consider and Approve a Budget Amendment in the Amount of \$60,000 to Increase Misc. Income Deduction- Denitrification Study Acct. #900-426-923 and Increase Reimburse from Utilities/MRT, State Acct. #900-420 – Sewer Division

Correspondence from Roger Dann, General Manager of the Water & Sewer Divisions states how during the current fiscal year the Sewer Division began a study to determine

options for the removal of nitrogen at the wastewater treatment plant in anticipation of future regulatory requirements. This work, which is being performed by a consultant, began in March of this year and is not projected to be completed until after the start of the next fiscal year. The work is fully-funded through a state grant but was unable to start early enough to complete in the current fiscal year as the Division could not proceed until approval of the grant funds was obtained, hence the request for the budget amendment to reflect the offsetting grant revenue for the study.

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

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

ITEM #12 Consider and Approve Amending the Resident Disposal Program Contract to Allow for an Increase of \$12.00 in the Amount Charged (\$83 to \$95) for Disposal of Waste Weighed at the Scale Effective 7/1/00 – Program Planning

Correspondence from Don Roe, Program Planner, states how the Town is in its fourth year of a six year contract with Wallingford Resident Disposal, Inc. (WRDI), the contractor operating the Resident Disposal Program at the landfill. Under the terms of the 1996 bid document, the price that WRDI charges residents using the service is based on the CRRA tip fee. This tip fee has dropped by \$15 per ton since the bid document was issued. In the meantime, there have been substantial price increases for the disposal of bulky waste that is not handled by CRRA. The current price charged by WRDI to the Town is \$83 per ton. The vendor is requesting a \$15 per ton increase in the contract rate for waste that is weighed (yard waste not in plastic bags, demolition and/or construction materials) when delivered to the program during the period of July 1, 2000 through the balance of the contract term. WRDI has operated the program at the landfill since 1993 and was the successful low bidder in both 1993 and 1996. Its contract expires at the end of February, 2002. The \$95 per ton is a negotiated price and is less than the \$101 per ton that WRDI requested. Mr. Roe's letter states that WRDI has provided satisfactory service to the Town since it began operating the program.

Mr. Farrell stated, whenever I go to the landfill I pay approximately \$10.00. I can't say that I have a good sense from reading this of what the impact is going to be on the average person.

Mr. Roe explained, it does not necessarily effect each and every user of the landfill or of the Resident Disposal Program (RDP). The only price that is being dealt with is the price

for disposal of bulky waste that is weighed over the scale. Have you ever had your material weighed?

Mr. Farrell answered, once or twice when I had construction debris.

Mr. Roe stated, that is what we are talking about here; something that amounts to somewhat over 1,000 tons per year. That is the price that the contractor is asking that we adjust. The bulky waste areas in the state are shrinking and their pricing has gone up and debris is no longer handled through CRRA.

Mr. Farrell asked, the impact may be a couple of more dollars?

Mr. Roe answered, if you are bringing bulky waste in, that is correct. Basically, the way the price sheet reads right now, it says for every 20 lbs. of demolition debris, as an example you would pay \$.83. What is being requested is that, for every 20 pounds, it be \$.95.

Mr. Farrell stated, it is still not a bad deal.

Mr. Centner stated, I would like to commend your prudence in negotiating down from the \$101 per ton to the \$95 per ton. Anyone who has ever thrown out any bulky waste knows that it adds up pretty quick.

Mr. Roe stated, in addition, this is to run the balance of the contract; almost 19 months. He (contractor) has to live with it.

Mr. Brodinsky asked, is WRDI attempting to amend its contract?

Mr. Roe answered, they are attempting to have you agree to a new price for disposal of bulky waste.

Mr. Brodinsky asked, are they locked into the old price by contract?

Mr. Roe answered, yes.

Mr. Brodinsky asked, are we under any legal obligation to do this?

Mr. Roe answered, I don't think we are under a legal obligation. You could take the position, "that is what you bid." The argument in support of the recommendation to you is

that, we tied, in 1993 and 1996, the pricing for these things to an index that really is not a correct index for bulky waste disposal. The contractor has made that argument and we agree with that. Tying the disposal of bulky waste to the tip fee that is charged to CRRA, or the tip fee that was set, just is not a viable index at this point in time.

Mr. Brodinsky asked, what are the consequences of the Council's refusing to go along with this? What would happen?

Mr. Roe answered, the contractor would be losing money and what steps and actions he would take, I could not tell you.

Mr. Brodinsky asked, is he giving you any reasonable grounds for insecurity that he is going to continue to perform if the Council said no? Is he saying, in other words, "I am going to break the contract."

Mr. Roe answered, no, to the best of my knowledge there have not been those kinds of discussions.

Mr. Brodinsky stated, I am searching for a reason why residents should pay more, other than to do the contractor a favor. What are the argument is in favor of it?

Mr. Roe answered, there is a fairness and equity argument. The other argument is, I agree, the index that we used is not a good index for pricing of this material. The next time we go out to bid, we are going to have to find a different index. The other argument is somewhat related to that; we want to be able to have, the next time we go out to bid, as many companies as possible bidding on this service. That is not that far away; the next time we go out to bid. I would rather be in a position of having this contractor and other contractors be interested in doing the job.

Mr. Brodinsky stated, I am concerned about the credibility of our own contract. When we have a contract we have a right to the benefit of our bargain; the contractor made a bid; he presumably knew what he was getting into and was knowledgeable about these kinds of things and it seems as though things are not turning out as well for the contractor as he might have expected. I don't blame him for wanting to come back to see if he can amend the contract halfway or two-thirds of the way through it. I am just wondering...

Mr. Roe stated, he is requesting a change in price upon what is the smallest piece of the pie of what he is handling. He is agreeing to live by the new price, should the Council be

agreeable to it for the duration of the contract, regardless of what happens out in the market place.

Mr. Brodinsky asked, what are we talking about in terms of dollars over the life of the contract? Are you able to estimate what residents would be paying under the original scheme as compared to the revised rate schedule?

Mr. Roe answered, if the flip side of that coin is, what is the hit to him if he....

Mr. Brodinsky answered, yes.

Mr. Roe replied, we estimated that the mid-range would be \$15,000.

Mr. Zappala stated that he was sorry that he missed the Ad Hoc Committee meeting the other day. He was not so concerned with price because he is sure that everyone realizes how expensive it is to dispose of trash. He asked, was any discussion held on the topic of improving the facilities where the trash is disposed of? That is a major concern of mine and many others. The site is not very pleasant to drive to and, in comparison to other towns, we are not on the top of the list.

Mr. Roe replied, to refresh everyone's memory, the Council did approve and fund a study that we have underway; a civil engineering firm is on board who is looking at what might be capital improvements to the facility. The consultant is looking at the possibilities of merging facilities so that we could blend our recycling with that or, again, just maintaining a separate facility as we now have. That is underway.

Mr. Zappala asked, he is planning on doing something to improve it?

Mr. Roe answered, not this contractor. This is a separate job being done by a civil engineering firm.

Mr. Zappala stated, people are always complaining to me about the condition of the area when it rains and in the winter months, the site is really bad.

Mr. Roe stated, they are not incorrect.

Mr. Zappala stated that he has taken pictures of Durham's landfill site and it is a pleasant place to dispose of one's trash.

Mr. Parisi asked, this is not the average bag of trash that people will be taking to the dump?

Mr. Roe answered, no.

Vincent Avallone, 1 Ashford Court stated, right now there is a contract with a price of \$.83 per unit, let's say, and that is what we have a contract for. The vendor comes back and says that he wants \$1.05 per unit even though he has a contract for only \$.83 per unit and someone negotiates with the vendor, agreeing to go up to \$.95 per unit; we are going to say that is a good deal? Can someone explain the rationale to me?

Mayor Dickinson answered, administratively, we agree that the contract sets an improper standard for the pricing of bulky waste. To require the contractor to continue at that price, only encourages him to either do a poor job or walk off and not do the work anymore since he clearly is losing money. Given that we agree that it is not a correct standard and events subsequent to the initial signing of the contract has illustrated that, hence the negotiation and an effort to continue the program until such time as it is re-bid and other changes will occur; one being mentioned that we will have to have a different set up there once the landfill closes; but that is the reason for it. We agree with the contractor that it is not a fair standard to impose on him for the pricing of bulky waste.

Mr. Avallone asked, what year was the contract entered into?

Mr. Roe answered, 1996.

Mr. Avallone stated, this is four years later and now we are realizing that that was not a just standard? Why was it just over the last four years? What happened?

Mayor Dickinson replied, the tipping fee for CRRA has been reduced several times over the past years and the bulky waste fees have gone up. The two are not linked at all though the contract linked the CRRA fee with the fee for disposal of bulky waste.

Mr. Avallone stated, if we were on the short end of the stick, I am not so sure that this person would say to the Town, "we used the wrong measuring stick here so I am going to give you a break." I understand, and Mr. Mayor it was you that raised the point, it wasn't up until your response right now as to what the reaction might be; he might walk off. Mr. Brodinsky asked that question; "what would be the consequences if we didn't agree to this?" Now I understand, and that should be waived, so I thank you for that input. I am still not sure; if he walks off the job, we have a breach of contract action against him and

what ever we might have to pay, I don't know if we can get that back from him; there are other issues I can understand now but, a contract that was entered into four years ago and there was a standard and now, four years later, it is determined and we, as a town, agreed that is not a proper standard that should have been used; I have some serious questions about that and whether all of the information is being disclosed. I don't know how much has been disclosed to this Council but, for me to listen to a Councilperson say, "you did a great job in negotiating down from \$1.05 when the contract price is now \$.83, I have some serious questions about that.

Mr. Centner responded, the reason I made that statement is this; because the wrong standard was chosen, the people of Wallingford saved \$48,000 in the past four years. The contractor realizes it and for all the reasons given, either poorer service or leaving, forcing us to choose another that might have serious dollar ramifications, the difference is, in terms of these landfill days are going out of style first of all, the difference in dollars is a very small giveback of what we have already saved. I would rather continue the service to the people of Wallingford for the difference.

Mayor Dickinson stated, in terms of the service, it is an important service and I think we would prefer not to have a cessation of service and then seek to recover and whether or not we would recover anything, it just, at this location, we would prefer not to have to live through. The other point is, yes, it is an increase in price but it is not money that is going into the pocket as profit, that is, our contractor. In this instance we did confirm that there are, indeed, increases in the prices at the bulky waste disposal sites and it is a pass through cost. It is not that the vendor wants to increase his price so that he makes more money. It is money that he is paying at the various places where the material gets disposed. We confirmed, independently, that the prices have gone up. It is not that he just wants more money. We know that it is costing him more for disposal. We are not being held up for his personal gain.

Mr. Avallone asked, is it a year to year contract or a multi-year contract?

Mr. Roe answered, it is a multi-year contract.

Mr. Avallone stated, that is one of the reasons you enter into multi-year contracts. You say, "this is a good deal now and over a five year period, maybe we are paying a little bit more up front but over a five year period, certain things can happen, prices may go way up, so let's enter into this contract now." We did that and we got the benefit of it. Now we want to give it back.

Mayor Dickinson asked, how long has the vendor been experiencing the disparity between contract price and the cost of disposal, do you know?

Mr. Roe answered, he has been taking the most severe hit since January when the pricing rose considerably.

Mr. Parisi asked, has the service been good?

Mr. Roe answered, my answer to that is, yes. We have had, as you know, back in 1993 on, we went down that route of privatizing our recycling services and landfill services and it was a venture into that territory and, quite frankly, in my opinion, it has worked out very well. People have very few complaints and mostly compliments on the service that is provided by Stratford Baling in the recycling center and compost area.

Mr. Parisi stated, I visit there and I have to say that I think they are exceptional. My only concern would be that we will run the risk of losing the contractor. While we have recourse through the legal process, we all know how fast the legal profession moves, with all due respect. I have been involved in it and everyone has, I am sure, at one time or another. I would not want to see something like New York City with garbage piled up all over the place. That would be my concern. We may be paid for it, I understand, and we may hire someone else but it doesn't always work that simply.

Mr. Avallone stated, I don't disagree but I would have felt more comfortable if the response to Mr. Brodinsky's question as to what would be the consequences if we don't pay this; if an answer was, "...this guy is going to leave; we won't be able to hire someone else; to attract someone else; garbage is going to be piling up..." if an answer like that was given, but I haven't heard any of that explained to the Council. All I had heard was, "this guy is hurting and he wants more money." That is all I want, a more in-depth discussion as to why we should do this.

Mr. Parisi asked, did we have trouble a few years ago finding a contractor?

Mr. Roe answered, on the recycling side, our initial contractor walked off.

Geno Zandri, 37 Hallmark Drive asked, is it true that this bulky waste is just a small portion of the total waste that is delivered to the site?

Mr. Roe answered, yes. We estimate that it is a little over 1,000 tons per year that residents bring in that is weighed.



Mr. Zandri asked, is the majority of waste that is handled there brought in by residents garbage bags?

Mr. Roe answered, yes.

Mr. Zandri asked, are the garbage bags disposed of at CRRA?

Mr. Roe answered, correct.

Mr. Zandri stated, I think the fees for the bags is fixed.

Mr. Roe answered, right.

Mr. Zandri stated, I think it was also stated here that over the last few years the tipping fees have gone down.

Mr. Roe answered, correct.

Mr. Zandri stated, I would say then, that he is reaping the benefits of reduced tipping fees because the cost per bag has remained the same.

Mr. Roe answered, his pricing is adjusted for those decreases. He does not profit from those decreases. His pricing each year is adjusted according to that decrease in tip fee.

Mr. Zandri stated, no money has been gone back to the residents by the reduced tipping fee.

Mr. Roe answered, the per bag fee; there is probably over the past four years been a 25% decrease in the price.

Mr. Zandri asked, I thought you said it was fixed and hasn't changed? I thought it was so much per bag?

Mr. Roe answered, it is. It is fixed each year at so much per bag.

Mr. Zandri asked, so it has decreased then? Yes.

Pasquale Melillo, 15 Haller Place, Yalesville stated that he was concerned that this action being proposed this evening might set a precedent for future negotiations and future contracts with other parties. He asked, if we go ahead and grant this now, what is to stop other companies from coming here and saying that they did not factor in certain increases when entering into a contract with the Town for goods or services? Also, wouldn't this company have signed contracts with their suppliers or companies that they do business on the other end with, whereby their contract was adjusted, doesn't that make sense? As far as the price increases are concerned, do we have any legal evidence showing that this company had no choice but to accept these increases and no legal contract protecting them from these increases?

Mr. Roe stated, point well taken for the first part of Mr. Melillo's statements. Regarding the second part; we did require substantiation of it.

Mr. Melillo reiterated that the Town is setting a bad precedent. A contract is a contract and this request should be rejected for practical reasons, he stated.

Wes Lube, 15 Montowese Trail asked, will this in any way impact the senior subsidized dumping program?

Mr. Roe answered, no, in no way.

Mr. Lube stated, when the seniors visit the dump, they leave a coupon or two. These, I gather, are given to the Town for reimbursement. Will there be any added cost to the Town for these coupons?

Mr. Roe answered, no. What is being discussed here, tonight, has no impact to the Town, as a town, at all.

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

Motion was made by Mr. Rys to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Considering and Approving an Amendment to the Summary List of Neighborhood Assistant Programs, seconded by Mr. Farrell.

VOTE TO WAIVE RULE V: Vumbaco was absent; all others, aye; motion duly carried.

Motion was made by Mr. Rys to Amend the Summary List of Neighborhood Assistance Programs Dated May 23, 2000 as Requested by the Program Planning Department. This

adds the Wallingford Housing Authority Renovation and Restoration Project of \$100,000 to the List, seconded by Mr. Farrell.

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

ITEM #13 Discussion and Report Out from the Personnel Director and Law Department Regarding the Arbitrator's Award in the Case of Mary Alice Petrucelli-Timek as Requested by Councilors Brodinsky, Papale, Vumbaco & Zappala.

Mr. Zappala stated, since I have been reading the newspapers about what is happening with Mrs. Petrucelli-Timek, I did talk to Mr. Sullivan (Personnel Director) about what was happening and why it was happening. He made me feel pretty good by telling me that everything was pretty much all set and I thought it was all over until I read the newspaper the following day and talked with Mrs. Petrucelli-Timek and found that everything was not over. I am trying to find out, basically why this is happening. I know this involves negotiation between the Town and Mrs. Petrucelli-Timek but I am disturbed mainly because I hear a lot of citizens in Wallingford are disturbed as to why we are going through this dilemma. Is it really necessary? Can't we resolve this without going to court? The biggest mistake was probably made way back when when the Town did not hire Mrs. Petrucelli-Timek. Now that we have realized the mistake, why are we dragging this along? I hope that Mr. Sullivan can elaborate a little bit and clear up the air, if he can.

Mayor Dickinson stated, other than the status being that Mrs. Petrucelli-Timek is scheduled to return to work, it is not in the interest of the Town to be discussing matters that still are pending arbitration in other forms. I have indicated to Mr. Sullivan that we are not going to engage in a discussion about these matters tonight other than the status is that she is scheduled to return to work and what matters haven't been settled will have to go through the various reviews at various levels.

Mr. Zappala stated, Mr. Mayor, I am sorry but I think everything is in the open.\* I don't see where there is anything that cannot be discussed. It has gone to court; the judge has made a decision; we know exactly what has been transpiring and I wonder why? There is no secret about what has been happening. It has been in the newspaper and the public has noticed that a disagreement between the two parties is occurring and I don't see why. As a citizen and Councilman, I am very concerned.

Mayor Dickinson stated, there are items of disagreement that fall under labor and collective bargaining as well as pending issues that deals with CHRO and, again, it is not in the interest of the Town to be discussing this in open session.

Mr. Zappala stated, I certainly don't want the Town to be in a bad position to negotiate any situations with an employee. By all means, that is the last thing I want to do but, is what Mr. Sullivan told me on the phone a private matter? Mr. Sullivan told me there are two issues which the parties cannot agree on. Is that private and something that cannot be discussed?

Mayor Dickinson replied, those items are the subject of pending reviews at other levels and at this point it is not in the interest of the Town to engage in a public discussion of matters that will get their full hearing and review at other levels. If the parties can arrive at a solution or agreement between them, then that is fine, that can be announced. But there is not that agreement and until there is such an agreement, then it must follow a process that protects the interest of the Town just as, I am sure, any other party would want to protect their interest. Mr. Sullivan should not engage in a discussion in this matter until it follows its course, as we would expect. It is a personnel/labor relations issue. We are familiar with that and that is the form where it has to be pursued.

Mr. Zappala answered, I don't buy it.

Mr. Brodinsky stated, as I understand what happened with respect to Mary Alice Petrucelli-Timek; I may call her Mary Alice and I may call her the grievant, just because that is how the arbitrator phrased it. As I understand what happened, on April 17, 2000 Mayor Logue, Former Mayor of New Haven, who was the arbitrator in the case involving Mary Alice, issued an award of arbitration which has not been appealed. It is viewed at that level as over and done and there is no further review possible with respect to the arbitration award unless someone is telling me that the Town did appeal but I am not ... (with the change over to alternate tape deck, a brief amount of dialogue was lost) .....how that may implicate policies that Wallingford may have or may have had. This is not necessarily about Mary Alice. It does involve her in a collateral way. This is about something else that is a bigger issue. It is about whether or not the Town's hiring policy and recall policies are fair. This is about fair play; this is about whether or not there is room for improvement in the way we do things. If we detect a problem, and Mayor Logue did in his arbitration award, he detected a problem which I want to discuss, I think it is incumbent upon the Council to try to nip that in the bud, if we possibly can. I know there are some colleagues of mine that will say that it is not the Council's business. I believe they said it in the newspaper and they will probably say that again tonight but I don't agree with that for this reason; if we have some practices that have the perception of not being fair, there is at least a possibility that it can adversely affect morale which adversely affects performance; I am not saying that has happened, I am saying that it could start a trend. If

we have a process that is perceived to be unfair, that can breed litigation, and it has and Wallingford already lost. If I didn't mention it, I should; Mayor Logue, the arbitrator, held against Wallingford and found Wallingford to be in breach of contract. If there is a perception that a party is unfair, it breeds litigation which breeds expense, which puts pressure on taxes. Has that happened? I don't know how this litigation is going to end because there is more proceedings now to enforce the award of the arbitrator that has been filed or will be filed. If Wallingford, or any employer or any business, has a perception that they are unfair; they may have trouble attracting and keeping good people. Again, I am not saying that is the case but, if we see a problem, we should nip it in the bud. Here is what Mayor Logue said in his arbitration award because most people don't have the complete background; they get bits and pieces from the newspapers and don't have the complete story. What I am saying is not a secret. It is on file; this is a fact or a series of facts found by an arbitrator who heard evidence and presumably, met several days; though I am not sure of that; and reviewed many documents and exhibits. The arbitrator said, and here as you can tell I am going to try to stick very closely to the award of the arbitrator because that is what I want to discuss, he started out with a summary and he said, "The grievant (Mary Alice), a seven year town employee was laid off from her position when the Welfare Office was closed when the State took over that responsibility but there was another position that opened up that she applied for." In the very brief summary, Mayor Logue said that the Town had a panel selected to interview her and the panel found that she was qualified, she was interviewed again and the Town found that she wasn't qualified and Mayor Logue concluded by saying that "The lengthy and layered process employed by the Town violated the provisions and intent of the agreement." The details hold, I believe, some lessons for us and I don't think we should be in denial about it. Mayor Logue, in discussing the evidence in the case, found that Mary Alice was employed since 1991 as Welfare Coordinator. Her supervisor was the Mayor. She was laid off as of June 30, 1998. In September, 1998 the Youth Service Coordinator for the Town resigned and Mary Alice wanted the job and notified the Town that she wanted that and, under the union contract, she had a right of recall. Mayor Logue said, "In a further letter dated December 18, 1998 Sullivan (Terence, Personnel Director) acknowledged the grievant's interest in the position of Program Coordinator and he sent her a job description. He also highlighted the qualifications and special requirements for the position that Mary Alice Petrucelli-Timek was interested in." In December, 1998 she completed an employment application to try and get this job. Mayor Logue found that no further action was taken until March 3, 1999 when Terence Sullivan notified the grievant that she would be interviewed for the position of Program Coordinator. Mayor Logue went on to say that, "In March of 1999 the Personnel Director determined that a panel of three persons..." again, "a panel of three persons chosen by the Town would interview the grievant, Mary

Alice, for the purpose of evaluating her qualifications for the position of Program Coordinator.”

Mr. Brodinsky stated, Terry (Sullivan) you, in your letter, said that the purpose of the interview, which was to be conducted by an outside panel, was to determine Mary Alice's qualifications to fill the current vacancy. So the Town went ahead and picked a three person panel and Mary Alice Petrucelli-Timek went in front of that panel and she received a passing grade, meaning the panel selected by Wallingford found she was qualified. Then another meeting, according to Mayor Logue, was scheduled with the Youth and Social Services Director and Mary Alice Petrucelli-Timek went to that meeting and Mayor Logue found that Mary Alice was surprised to discover that the meeting was to be tape recorded. I am reading now from Mayor Logue's arbitration award, "It consisted of more than an hour of questions concerning her experience, together with statements by Director Turner as to his criteria for the position, many of the criteria were not included in the extensive list of qualifications in the job description." That is pretty much it. Even though the panel found that Mary Alice was qualified, Director Turner sent a letter saying that she was not. Mayor Logue said, in his opinion towards the end, "A brief and clear process for determining the qualifications of laid-off employees seeking recall may avoid future disputes of this kind." That is the point I am going to circle back to; Mayor Logue is saying, "a brief and clear process for determining the qualifications of laid-off employees seeking recall may avoid future disputes of this kind." One of the questions I will be asking, I don't think I am going to get an answer but I will be asking is whether or not we have started down the road to find that "brief and clear process" that Mayor Logue recommended to the Town in his arbitration award? If we have started on that "brief and clear process" this is a perfect opportunity for you to tell us about that because that would avoid future problems of this sort. If you have not begun developing a "brief and clear process" for determining qualifications of laid-off employees seeking recall, the obvious question is, why not? Don't you agree with Mayor Logue that that would be a good idea to do that? In any event, the final conclusion of the Mayor, the arbitrator, was that "The Town's failure to act on the substantial material relating to the grievance qualifications in December, 1998, this decision to employ an outside panel to assess the grievant's qualifications; its rejection of the findings of the panel..” it is our own panel and we rejected the findings; and the "use of still another process in a recorded interview, did not meet the requirements of the contract." Mayor Logue ordered that the grievant, Mary Alice, be reinstated. My questions don't involve Mary Alice per say, my questions involve the policy of the Town. Have we started developing that process, that clear, clean, crisp, process for determining employees seeking recall?

Mayor Dickinson replied, it is, in my opinion, inappropriate for us to be discussing anything related to that decision until such time as there is a conclusion to pending issues.

Mr. Brodinsky stated, I have about five more questions and I understand, I think, that I am not going to get any answers but I think they all deal with general policy rather than a particular employee. Is tape recording interviews standard procedure? Do we do that as a normal practice?

Terence Sullivan, Personnel Director, asked, for employment interview purposes?

Mr. Brodinsky replied, for employment, recall, yeah.

Mr. Sullivan answered, we have but it is not standard.

Mr. Brodinsky asked, is the two-tiered approach, meaning pick an outside panel and then if we don't like the result, reject it and then have another interview, is that approach common practice? Is that policy?

Mr. Sullivan answered, I suspect, Mr. Brodinsky, that you are about to ask questions that are going to get into areas that we should not be discussing publicly.

Mayor Dickinson interrupted to say, to the point the issue has been resolved in the pending case, we can discuss this but until issues are resolved, it is inappropriate to discuss the arbitration award or ancillary issues related to it.

Mr. Parisi stated, I think, Mr. Brodinsky, you wanted a report from the Law Department and the Director on the Arbitrator's Award.

Mr. Brodinsky responded, the arbitrator's award, just to remind us said; page 9, at the bottom, for those that have it; "A brief and clear process for determining qualifications of laid-off employees seeking recall may avoid future disputes." That is what I am trying to discuss; it is in the Town's best interest to discuss it; no one wants to talk about it with me." I can't force all of you to talk and I don't know if my colleagues to my right have any interest in that, I hope you do. But, in view of the fact that, no matter what I ask, I am not going to get an answer, I appreciate your coming here. There may be other questions from me for you.

Mr. Parisi called for further questions from any of the Councilors at this time.

Mr. Zappala commented, we can't get any answers; how can we ask any questions?

Mr. Brodinsky commented, I have a lot of questions but if no answers will be forthcoming, I am done. Thank you.

Ms. Papale commented, this situation, and I am talking about Mary Alice in particular, has been going on for such a long time. I have talked with Mary Alice, we have received mail from her and I hear and read all of it and can understand where she is coming from. Then I have discussed it on the other side and, of course, no one could discuss it with me and I understand that also. What I would like to know is, eventually, eventually this has to come to an end. I hope it is soon, one way or another. Will we, maybe even in executive session so we can think about it for maybe next time; hopefully it won't happen again; but we never know if it will or not, will we ever be able to get the full report from the very beginning of what happened when the Welfare Department closed until where we are when this is all over with?

Mayor Dickinson answered, we can report on anything at an appropriate time.

Ms. Papale continued, it is just a matter for me, just for my own peace of mind, to know exactly what happened now. You hear so many different things, I just wish you could move along with this. Nobody wants their life in limbo. Do you have any idea at all when this may come to an end, when you are going to discuss everything we can't discuss tonight?

Mr. Sullivan answered, it is hard to put a date on it. I would like to see it as soon as possible as well. It has to take a natural course.

Mr. Parisi added, which is through the system. I think that is fairly close.

Mayor Dickinson stated, the Personnel Office is involved in many issues involving employees, the contracts, grievances, negotiations, this is an ongoing, very complex at times process and at the point something comes to a conclusion, then it is far easier to talk about it. At this point, matters relating to specific case at hand is just inappropriate to be discussing it.

Mr. Parisi stated, I am sure, at the time, all of the Councilors will be interested in this. At the proper time everyone will be interested in hearing the outcome and what the so-called story was.



Ms. Papale commented, I realize how important your office (Personnel) is, I am in and out of there and I know how busy everyone is but I would think that, maybe it is not easy to set priorities but, I would hope that you would finish this before you take on something else, if possible.

Mr. Parisi called for the next agenda item at this time.

Several members of the public expressed their dissatisfaction from the audience for not being allowed to speak to the item on the agenda.

Mr. Parisi stated, this is a report out on a personnel matter. It has been reported out and it is obvious that there isn't going to be much in the way of answers tonight. That is where we are going to leave it. We are going to the next item.

The public continued to express their dissatisfaction with not being allowed to speak to the item on the agenda.

ITEM #14 Withdrawn.

ITEM #15 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes for the Purpose of Discussion and Possible Action on the Purchase, Sale and/or Leasing of Property – Mayor

ITEM #16 Withdrawn prior to the start of the meeting.

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

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

Mr. Zappala announced at this time that Item #14 was being withdrawn from the agenda.

The Council entered into executive session at 9:13 P.M.

Present in executive session were all Councilors (with the exception of Mr. Vumbaco), Mayor Dickinson and Atty. Farrell, Sr.

Motion was made by Mr. Rys to Exit the executive session, seconded by Mr. Farrell.

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

The Council exited executive session at 9:27 P.M.

ITEM #17 Withdrawn prior to the start of the meeting.

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

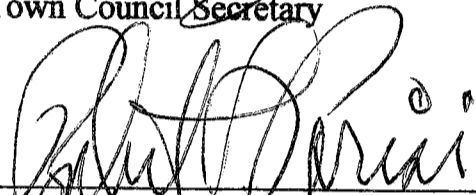
VOTE: Vumbaco was absent; all others, aye; motion duly carried.

There being no further business the meeting adjourned at 9:28 P.M.

Meeting recorded and transcribed by:

  
Kathryn F. Zandri  
Town Council Secretary

Approved:

  
Robert F. Parisi, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patricia Sgambati, Asst. Town Clerk

\_\_\_\_\_  
Date

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE EXEMPTING CERTAIN  
MOTOR VEHICLES FROM TAXATION**

BE IT ENACTED BY THE TOWN COUNCIL IN SESSION:

**SECTION 1. PURPOSE**

Pursuant to the authority granted to municipalities by §12-81c of the Connecticut General Statutes, as amended by Public Act 98-125, the Town Council hereby enacts an ordinance to exempt from personal property taxation certain motor vehicles owned by a person with disabilities.

**SECTION 2. DEFINITIONS**

A. **PERSON WITH DISABILITIES** means any owner of a motor vehicle who suffers from a medical condition that functionally limits one or more major life functions and whose medical condition requires the special adaptive equipment referenced in the definition of "equipped motor vehicle" in order to adapt such vehicle to the disability of such motor vehicle owner.

B. **EQUIPPED MOTOR VEHICLE** means any motor vehicle equipped, after its original manufacture, with special equipment for the purpose of adapting its use to the disability of the owner of such vehicle. Such equipment shall include raised roofs with roll-bar systems, hand controls, raised doors, special control stations, dropped floors, kneeling systems, reduced effort system for brakes or clutch, special braking or accelerating systems and any other devices or mechanisms necessary to permit a person with disabilities to use and operate his motor vehicle.

C. **MOTOR VEHICLE** means a vehicle as defined by §14-1(47) of the Connecticut General Statutes.

**SECTION 3. EXEMPTION**

Pursuant to §12-81c of the Connecticut General Statutes, any motor vehicle owned by a person with disabilities which is equipped, after its original manufacture, for the purpose of adapting its use to the disability of such person, shall be exempt from personal property taxation.

**SECTION 4. MEDICAL DOCUMENTATION AND EXPIRATION OF EXEMPTION**

The Assessor shall require written and signed documentation verifying that the installation of the special equipment was medically necessary in order to adapt the use of the motor vehicle to the disability of the disabled owner of such vehicle. Such documentation may be provided by a licensed health care professional, rehabilitation counselor or Connecticut Motor Vehicle Department official. Any such exemption shall expire when the vehicle is sold.

**SECTION 5. APPLICATIONS**

Applications for the exemption permitted by this ordinance shall be filed annually with the Assessor to establish eligibility not later than December 31<sup>st</sup> following the assessment date with respect to which such exemption is claimed. For motor vehicles purchased on or after October 2<sup>nd</sup> and on or before July 31<sup>st</sup> of the assessment year for which such exemption is requested, said application shall be made not later than thirty (30) days after such purchase. Applications for exemption relative to the assessment year which commenced on October 1, 1999 shall be made not later than thirty (30) days following the effective date of this ordinance.

**SECTION 6. ASSESSMENT YEAR**

This ordinance shall be first applicable to the assessment year which commenced on October 1, 1999.

I HEREBY CERTIFY that this Ordinance was enacted by the Town Council of the Town of Wallingford this \_\_\_\_\_ day of \_\_\_\_\_, 2000, in accordance with the provisions of the Charter of the Town of Wallingford.

\_\_\_\_\_  
Rosemary A. Rascati  
Town Clerk

APPROVED: \_\_\_\_\_  
William W. Dickinson, Jr., Mayor

DATE: \_\_\_\_\_