

TOWN COUNCIL MEETING

JULY 20, 1999

6:30 P.M.

AGENDA

Blessing

1. Pledge of Allegiance and Roll Call
2. Correspondence

Consent Agenda

- a. Consider and Approve Tax Refunds (#1-17) Totaling \$3,924.00 - Tax Collector
- b. Approve and Accept the Minutes of the June 15, 1999 Public Speaking Meeting
- c. Approve and Accept the Minutes of the June 22, 1999 Town Council Meeting
- d. Note for the Record Anniversary Increases Approved by the Mayor to Date
- e. Note for the Record Mayoral Transfers Approved to Date
- f. Consider and Approve a Transfer of Funds in the Amount of \$2,000 from Utilities Acct. #2030-201-2010 to Main. Of Vehicles Acct. #2030-550-5000 in the F.Y. 1998-99 Budget of the Dept. Of Fire Services
- g. Consider and Approve a Transfer of Funds in the Amount of \$3,800 from Finance Dept.: Regular Salaries & Wages Acct. #1401-101-1000 to Finance Dept.: Purchased Professional Services Acct. #1401-901-9007
- h. Consider and Approve a Transfer of Funds in the Amount of \$535 from Purchased Services - Custodial Acct. #001-2005-901-9013 to Purchased Services -Crossing Guards Acct. #001-2005-901-9014 in the F.Y. 1998-99 Budget of the Dept. Of Police Services

- I. Consider and Approve a Transfer of Funds in the Amount of \$600 from Medicare Tax Acct. #8020-800-8010 to Social Security Acct. #8020-800-8000 in the F.Y. 1998-99 Budget of the Personnel Dept.
- J. Consider and Approve a Resolution Authorizing the Mayor to File Application with the State Department of Social Services for a Social Services Block Grant - Program Planner
- k. Consider and Approve a Resolution Authorizing the Mayor to File Application with the State Department of Social Services for a Community Service Grant - Program Planner
- l. Consider and Approve an Agreement between the Town of Wallingford and Comunidad Hispana de Wallingford, Inc. "SCOW" (the Spanish Community of Wallingford) for a Term of One (1) Year from July 1, 1999 to June 30, 2000 Binding S.C.O.W. to the Town's Contract with the State for the Social Service Block Grant
4. Items Removed from the Consent Agenda
5. PUBLIC QUESTION AND ANSWER PERIOD
6. Consider and Approve Rejecting the Water Unit Interest Arbitration Award 9798-MBA-82 Dated 6-29-99 - Personnel Dept.
7. Consider and Approve Accepting the Donation of One (1) Automatic External Defibrillator to the Town from the Fire Fighters Local Union - Dept. Of Fire Services
8. Consider and Approve a Waiver of Bid to Award Contract to Medtronic Physio-Control for the Purchase of Two (2) Automatic External Defibrillators for a Total of \$5,200 and One (1) Lifepack Monitor/Defibrillator at a Cost of \$15,405. - Dept. Of Fire Services
9. Discussion and Possible Action on the Status of the Goldfeder Silver Plating Company Property in Yalesville as Requested by Councilor Geno J. Zandri, Jr.
10. Consider and Approve the Civil Service Employees Affiliates, Inc. (Paraprofessionals) Contract Effective September 1, 1999 to August 31, 2003 - Asst. Superintendent of Schools
11. Consider and Approve Authorizing the Preparation of Schematic Drawings and Outline Specifications for the Proposed School Renovation Project - Board of Education

- 12a. Consider and Approve a Waiver of Bid to Award Payment in the Amount of \$5,000 to Fletcher Thompson, Architect, to Review Work Attributable to Change Orders Associated with the Recently Completed School Expansion Project - Law Dept.
- b. Consider and Approve a Waiver of Bid to Award Payment in the Amount of \$5,000 to Gilbane Building Company, Construction Manager, for Services Attributable to Change Orders Associated with the Recently Completed School Expansion Project - Law Dept.
13. Consider and Approve a Transfer of Funds in the Amount of \$15,000 from Contingency General Purpose Acct. #8050-800-3190 to Professional Services Acct. #001-1320-901-9003 - Law Dept.
14. Executive Session Pursuant to CT. General Statutes Section #1-200(6)(D) Pertaining to the Purchase, Sale and/or Lease of Property - Mayor
15. Executive Session Pursuant to CT. General Statutes Section #1-200(6)(B) Pertaining to Discussion of a Pending Claim Involving Gerald Raby - Law Dept.
16. Executive Session Pursuant to CT. General Statutes Section #1-200(6)(B) Pertaining to Pending Litigation Involving the Town of Wallingford v. James Sutton - Law Dept.
17. Consider and Approve Settlement of a Claim Involving Gerald Raby as Discussed in Executive Session - Law Dept.
18. Consider and Approve Settlement of Pending Litigation Involving the Town of Wallingford v. James Sutton as Discussed in Executive Session - Law Dept.
19. Consider and Approve a Waiver of Bid to Hire an Outside Attorney for Workers Compensation Matters Law Dept.

TOWN COUNCIL MEETING

JULY 20, 1999

6:30 P.M.

SUMMARY

<u>Agenda Item</u>	<u>Page No.</u>
2. Correspondence - No items presented	
3. Consent Agenda - Items 3a-f and 3h, j, k & l	1-2
4. Items Removed from the Consent Agenda	
3g. Approve a Transfer of \$3,800 to Finance Dept.: Purchased Professional Services Acct.	2-5
3i. Approve a Transfer of \$600 to Social Security Tax Acct. In the F.Y. 1998-99 Budget of the Personnel Dept.	5-6
5. PUBLIC QUESTION & ANSWER PERIOD - Questions Re: The Town's Failure to Apply for Open Space Grant Funds; Comments Re: Cancellation of Meetings During Summer Months; Questions Re: Spec. Legislation for Cheshire's Public Pool and Subsequent Funding for it; CenterTown Shell Property; Wooding Property; Comments Re: Condition of Town Council Chamber Walls; Comments Re: Delayed Opening of Community Pool; Questions Re: Environmental Risk Limited's Scope of Work Pertaining to the Merchant Power Plant	6-12
6. Fail to Reject the Water Unit Interest Arbitration Award 9798-MBA Dated 6-29-99 - Personnel	12-23
7. Accept the Donation of One (1) Automatic External Defibrillator to the Town of Wallingford from the Fire Fighters Local Union	23-24
Approve a Waiver of Bid Contract to Medtronic Physio-Control for the Purchase of Two (2) Automatic External Defibrillators for a Total of \$5,200 and One (1) Lifepack Monitor/Defibrillator at a Cost of \$15,405 - Dept. Of Fire Services	24-25

<u>Agenda Item</u>	<u>Page No.</u>
9. Approve a Formal Recommendation by the Council that the Mayor Take Immediate Action to Secure the Goldfeder Silver Plating Company with the Installation of a Chain Link Fence with Security Top and to Pursue What Ever Funding is Available to Eliminate any Remaining Hazardous Material from the Site to Include the Removal of the Buildings	25-56
10. Approve the Civil Service Employees Affiliates, Inc. (Paraprofessionals) Contract Effective September 1, 1999 to August 31, 2003 - Asst. Superintendent of Schools	56-57
11. Approve Authorizing the Preparation of Schematic Drawings and Outline Specifications for the Proposed School Renovation Project - Board of Education	57-58
12. Approve a Waiver of Bid to Award Payment in the Amount of \$5,000 to Fletcher and Thompson, Architect, to Review Work Attributable to Change Orders Assoc. With the Recent Completed School Expansion Project - Law Dept.	58-60
12b. Approve a Waiver of Bid to Award Payment in the Amount of \$5,000 to Gilbane Building Company, Construction Manager, for Services Attributable to Change Orders Associated with the Recently Completed School Expansion Project - Law Dept.	60
13. Approve a Transfer of \$15,000 to Professional Services Acct. - Law Dept.	60-61
14. Executive Session Pursuant to CT. General Statutes Section #1-200(6)(D) Pertaining to the Purchase, Sale and/or Lease of Property - Mayor	61-62
15. Executive Session Pursuant to CT. General Statutes Section #1-200(6)(B) Pertaining to discussion of a Pending Claim Involving Gerald Raby - Law Dept.	61-62
16. Executive Session Pursuant to CT. General Statutes Section #1-200(6)(B) Pertaining to Pending Litigation Involving the Town of Wallingford v. James Sutton - Law Dept.	62

<u>Agenda Item</u>	<u>Page No.</u>
17. Approve Settlement of a Claim Involving Gerald Raby as Discussed in Executive Session - Law Dept.	62
18. Approve Settlement of Pending Litigation Involving the Town of Wallingford v. James Sutton as Discussed in Executive Session - Law Dept.	62
19. Approve a Waiver of Bid to Hire an Cotter, Cotter & Sehon for Workers Compensation Matters - Law Dept.	62-63

TOWN COUNCIL MEETING

JULY 20, 1999

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, July 20, 1999 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:33 P.M. This meeting takes the place of two regularly scheduled meetings for the month of July of the Town Council and also replaces the July Public Speaking Meeting originally scheduled for this same date. Councilors Centner, Farrell, Knight, Papale, Parisi, Rys, Zandri and Zappala answered present to the Roll called by Assistant Town Clerk Patricia Sgambati. Councilor Renda arrived at 6:46 P.M. Mayor William W. Dickinson, Jr. Arrived at 6:40 P.M., Corporation Counselor Adam Mantzaris and Comptroller Thomas A. Myers were also present.

The Pledge of Allegiance was given to the Flag.

Chairman Parisi asked for a moment of silent prayer for Town Clerk, Rosemary Rascati's son, William, who very unexpectedly has found himself in a precarious physical situation.

ITEM #2 Correspondence - No items of correspondence were presented.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#1-17) Totaling \$3,924.00 - Tax Collector

ITEM #3b Approve and Accept the Minutes of the June 15, 1999 Public Speaking Meeting

ITEM #3c Approve and Accept the Minutes of the June 22, 1999 Town Council Meeting

ITEM #3d Note for the Record Anniversary Increases Approved by the Mayor to Date

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

ITEM #3f Consider and Approve a Transfer of Funds in the Amount of \$2,000 from Utilities Acct. #2030-201-2010 to Maint. Of Vehicles Acct. #2030-550-5000 in the F.Y. 1998-99 Budget of the Dept. Of Fire Services

ITEM #3g Consider and Approve a Transfer of Funds in the Amount of \$3,800 from Finance Dept.: Regular Salaries & Wages Acct. #1401-101-1000 to Finance Dept.: Purchased Professional Services Acct. #1401-901-9007

ITEM #3h Consider and Approve a Transfer of Funds in the Amount of \$535 from Purchased Services - Custodial Acct. #001-2005-901-9013 to Purchased Services -Crossing Guards Acct. #001-2005-901-9014 in the F.Y. 1998-99 Budget of the Dept. Of Police Services

ITEM #3i Consider and Approve a Transfer of Funds in the Amount of \$600 from Medicare Tax Acct. #8020-800-8010 to Social Security Acct. #8020-800-8000 in the F.Y. 1998-99 Budget of the Personnel Dept.

ITEM #3j Consider and Approve a Resolution Authorizing the Mayor to File Application with the State Department of Social Services for a Social Services Block Grant - Program Planner

ITEM #3k Consider and Approve a Resolution Authorizing the Mayor to File Application with State Department of Social Services for a Community Service Grant - Program Planner

ITEM #3l Consider and Approve an Agreement between the Town of Wallingford and Comunidad Hispana de Wallingford, Inc. "SCOW" (the Spanish Community of Wallingford) for a Term of One (1) Year from July 1, 1999 to June 30, 2000 Binding S.C.O.W. to the Town's Contract with the State for the Social Service Block Grant

Motion was made by Mr. Rys to Approve the Consent Agenda Items #3a-f and #3h, 3j, 3k, & 3l as presented, seconded by Mr. Farrell.

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

ITEM #4 Items Removed from the Consent Agenda

ITEM #3g Consider and Approve a Transfer of Funds in the Amount of \$3,800 from Finance Dept.: Regular Salaries & Wages Acct. #1401-101-1000 to Finance Dept.: Purchased Professional Services Acct. #1401-901-9007

Motion was made by Mr. Rys to Approve the Transfer, seconded by Mr. Knight.

Correspondence from Comptroller Thomas A. Myers states that the transfer is being requested for the purpose of funding a temporary clerk for eight weeks at \$475 per week. The Personnel Department is expected to provide certified registers of applicants to be considered for the position. We expect to appoint an individual and complete the employment process by September 1, 1999.

Mr. Zandri asked, how many positions are vacant in the Assessor's Office currently?

Mr. Myers answered, just this one; one position.

Mr. Zandri asked, how long has it been vacant?

Mr. Myers answered, the person who held the position left May 31st.

Mr. Zandri asked, was it a permanent position that left in May or was it March?

Mr. Myers answered, as you know we have had a large turn over in the Assessor's Office. I appointed this person in March, the person started working March 15th and around May 15th gave me notice that she had accepted a job in the private sector and her last day of work would be May 31st. We had this person with us for approximately three months.

Mr. Zandri asked, has this other position been posted since then, is it out to bid? What is the status of it?

Mr. Myers answered, I received yesterday the certified Civil Service Register from the Personnel Department and will be setting up interviews. There are eight people to interview however there is no quick way to get through the employment process, including physicals and drug screening and alike. I hope to have someone back in the position by September 1st.

Mr. Zandri asked, has it gone through the testing process?

Mr. Myers answered, yes. The testing process has been complete however our process is to interview the candidates on the Civil Service Register as supplied by the Personnel Department. Then have to make an evaluation of those candidates and then have to make a pre-employment offer conditional on a physical examination and drug screening. If the person then is working, I would expect they would give at least a two week notice to their present employer. Some people want to give more than two weeks, depending on how long they have been with an employer. Obviously, that whole process takes time.

Mr. Zandri asked, are there any in-house applicants for this position?

Mr. Myers answered, yes.

Mr. Zandri asked, is there any preference at all given to existing employees for any of the positions in the community or are they all treated the same whether they are outside (applicants) or inside (applicants)?

Mr. Myers replied, I am not sure what you mean by preference. They are all interviewed and they are all given equal opportunity.

Mr. Zandri asked, there are no "extra points" or what have you given to an existing employee of the town if they are looking to advance or to better themselves?

Mr. Myers answered, the point system is not my responsibility; that is Terry Sullivan's (Personnel Director). I stay outside the Civil Service Process. I deal with applicants once I receive a certified, Civil Service listing.

Terence Sullivan, Personnel Director explained, essentially, current classified service positions are allowed to receive extra points under the preference known as "seniority credit". If they meet the minimum qualifications for the job and they test and get a "70" or better (as a score) they can have points added, based upon how long they have been here. It does enhance their score and their placement on the list.

Mr. Zandri asked, the only recognition as far as the existing employee is concerned would be additional points towards their total score?

Mr. Sullivan answered, yes, they have to pass the test, like everyone else. This is a merit based system and then they get points added for seniority where it will change the ranking.

Mr. Zandri asked, what is the normal turn over time as far as when a position opens up from posting to filling the position? What is the window?

Sullivan answered, I smile because I have not seen anything normal yet in the four years that I have been here. It can be as quick as four weeks but it is more likely on the order of two months. But we have a posting requirement by most union contracts. Personnel Rules say that we are going to allow Classified Service employees to compete and that is only fair; you want to encourage promotion and it is good for moral. But if we have to go outside, sometimes we do it concurrently to save time. We have to advertise for a minimum of two weeks in a local

newspaper; there is a minority paper in New Haven that we hit and that does not always hit our two week window. Sometimes it is a three week notice. If we have to use regional or national publications for some of the more professional positions, that can take a month lead time to get into their publications. Then the resumes and applications come in and it can drag out. We try to process them as quickly as we can. This past twelve to eighteen months we have seen more vacancies in this short history than ever, going way back. At this time last year we had about forty-four vacancies, we are down to about twenty-five but everyday we hear of someone else announcing retirement or they are leaving for some reason. We are trying to tighten it up but it is very difficult to.

Mr. Zandri asked, when a position opens up do the town employees have first crack at that position or does it automatically go outside?

Mr. Sullivan answered, generally speaking, we have lists and what we post inside employees are encouraged to apply. In most cases, you can say they have first crack but the appointing authority, which in this town are most department heads, have the right to reject an incomplete register. For example, if only three employees inside were interested in....I think that is the case in the senior clerk position in the Assessor's Office, the appointing authority can now outright reject that list. If he wants five names we have to go outside. What we try to do is concurrently go out and post inside to save time. Invariably we have testing we have to do, whether it is inside people or outside people so we try to combine that as much as possible. Currently we have three people inside for that job Tom (Mr. Myers) was talking about; one would be a transfer with no test involved, one from the Board of Education who was tested and is on the list and one from the Town Hall who showed some interest but has yet to be tested. It does slow things down when people show interest and they are not tested. We have to do that.

Mr. Zandri thanked Mr. Sullivan for the information.

VOTE: All ayes; motion duly carried.

ITEM #3i Consider and Approve a Transfer of Funds in the Amount of \$600 from Medicare Tax Acct. #8020-800-8010 to Social Security Acct. #8020-800-8000 in the F.Y. 1998-99 Budget of the Personnel Dept

Mr. Sullivan, Personnel Director stated that he is requesting the transfer to cover a \$600 shortfall in the Social Security account.

Mr. Zandri stated, I was under the impression that town employees were not under Social Security system, am I mistaken?

Personnel Director, Terence Sullivan answered, as a rule, most employees are not. We are a non-participating social security town, if you will. However, we have in the budget year just ending June 30th, \$1,250,000 million of wages that are subject to F.I.C.A. and Medicare; that would be part-timers, seasonals, temporaries, hires that may have come to the town a little older and more advanced in their careers and would not benefit from a pension plan. We do have wages that are taxed and both the town and employee pays; at this point, 2% of payroll.

Mr. Zandri asked, what is the criteria for someone to be allowed to do this?

Mr. Sullivan answered, all part-timers, seasonal workers and temporary personnel.....those people who are not in the pension plan are covered by social security and Medicare.

Zandri asked, no full-time employees?

Mr. Sullivan answered, there are some full-time employees who may have come here at age 58 or 60, later on in their careers and they would not qualify for pensions and would have to work thirty years so they would be ninety years of age before they would qualify for a pension. But we do have a listing of all the wage earners by department that are subject to this tax and it grows every year. It is something that is not going to get smaller. We do our best at budget time to guess how much we will need and we were close this time.

Mr. Zandri stated, he was not questioning the dollar amount but the policy because I have heard concerns asking why can't the town employees contribute towards social security. Obviously, it is a benefit for them. I was curious as to why some could and some could not.

Motion was made by Mr. Rys to Approve the Transfer, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Reginald Knight, 21 Audette Drive asked if it is true that the Town never applied to the State for any funding to help with the purchase of the Tyler Mill properties?

Mayor Dickinson answered, the recent purchases, that is true. Certainly, in the past we have applied for funds and have received funds for certain purchases but the recent purchases did not

apply primarily for the reason that the Governor's new open space grant program requires that the land purchased with the State's money be held in pristine condition. No significant improvements can be made to the property in the way of ball fields or other permanent facilities or structures. It is meant to be truly a conservation area of natural beauty and would have to remain that way if those funds were utilized.

Reginald Knight asked, do you think that is a bad thing? Isn't that what the people of Wallingford expected it to be, open land for people to walk on or to be a natural greenery; a green belt for the city?

Mayor Dickinson answered, I don't feel at this time that it would be right for the Town to determine that the pieces of property that we purchased should be held forever in a manner which prevented them to be used for any other municipal purpose. Some of the properties that we had purchased, at some time in the future, could be used for any number of public purposes.....

Reginald Knight replied, such as a golf course or something like that.

Mayor Dickinson replied, it could be recreational or it could not.

Reginald Knight asked, would that be the reason why you wouldn't want to apply for it?

Mayor Dickinson answered, no, that is not the reason. It could be used for educational purposes, it could be used for public safety purposes; there will be requirements in the future for new facilities to be erected at various places and times in the town and I don't think, at this point, good policy for us to "lock in" the community on the large purchases we made and prevent them from being utilized for other things other than recreation.

Reginald Knight stated, we will have agree to differ on the opinion because I would rather see it as open land for everyone and for all and for the health of the people.

On a separate matter, Reginald Knight referred to the 1999 Meeting Schedule of the Town Council which is distributed and posted at the beginning of the year. It lists all of the scheduled meetings for the year, including all of the Public Speaking Meetings. He stated, there seems to be every opportunity to cancel the meetings one way or another so, why bother printing a meeting schedule?

Mr. Parisi explained, we do it ever year and have done it for many years. Every department has to post a schedule for their meetings for the year. Doing so that far in advance, it is not always known what days, specifically, you will not meet.

Reginald Knight asked, why are these cancelled?

Mr. Parisi answered, because every year, for as long as I can remember, the Council has had one meeting in July and one in August. We are just following our natural order.

Reginald Knight stated, I just returned from a seminar in New York last week and the main theme for three days from different groups coming in and collecting their data together was to learn to listen; truly learn to listen to the other person and hear what is happening and what is being said. Yet, we don't seem to have time for it here. A few weeks ago we had a twenty minute discussion on Argyle Road and the spelling of the name and confusion that might occur surrounding the spelling of it. How about "R" Guile? It seems like a Freudian slip coming from the Council.

Diana Hotchkiss, 38 Clifton Street stated that she had read in the newspaper that \$300,000 had been given to Cheshire by the State for their pool project; what they referred to as "icing on the cake".

She wondered if Wallingford ever got to apply for icing on our cake to be able to fix the bathhouse at the new Community Pool facility?

Mayor Dickinson answered, that must have been special legislation. I don't think there is a grants program. Legislators must have submitted special legislation similar to how legislation was submitted for Meetinghouse Brook. I am not aware of a grant program for the pool.

Ms. Hotchkiss asked, did Wallingford apply for any money like Cheshire got?

Mayor Dickinson answered, it is not an application process. It is a legislative discretionary process. A grant program would be one where you would submit an application whereas a legislative process is one in which there is an adoption by the Legislature of a Special Act.

Ms. Hotchkiss stated that the Shell Gas Station in the center of town is an eyesore. Is there anything being done with regards to that? She had heard in the past that the Council was going to do something with these areas that are looking pretty bad. The gas station does abut the Wooding property. Perhaps the Board of Education offices should be moved there so that additional space could become available at the high school for the children.

Mayor Dickinson answered, the Town has no plans with regards to the Center Town Shell property. It is private property and we would have to purchase it in order to do anything with it and there are no plans with regard to that property.

Ms. Hotchkiss asked, are there plans yet for the Wooding Property?

Mayor Dickinson answered, there are continuing discussions regarding several property owners and at the point there is a meeting of the minds, hopefully there will be a project.

Ms. Hotchkiss stated that the back wall of the Council Chambers continues to look unsightly. Is there anything that will be done with it?

Mayor Dickinson answered, I will have to speak with Mr. McCully once again.

Ms. Hotchkiss stated, I read my newspaper this week which said there was to be discussion tonight on the Nuisance Cat Ordinance. I don't see it on the agenda and the newspaper stated it would be on the agenda tonight. Did it disappear? Did someone drop it? What happened to it?

Mr. Parisi replied, it never was on the agenda. It was never submitted.

Ms. Hotchkiss reiterated, it was printed in the newspaper.

Mr. Parisi answered, I can tell you first hand, never believe what you read in the newspaper; it was never submitted as an item for the agenda.

Kathryn Zandri, Town Council Secretary stated, that is my fault and I apologize. My Knight, after his last Ordinance Committee Meeting, asked that I put a note aside and as you are talking about it, it occurred to me that I dropped the ball on this one and forgot to submit it for the agenda. There should have been an item submitted to set a public hearing tonight. It would not be a public hearing, just the setting of a date for one. The Council could probably waive Rule V and set a public hearing because it does not hurt anything anyway. That is up to the Council. 0

Philip Wright, Sr., 160 Cedar Street stated, the Wooding Property was mentioned earlier. I took a ride through there the other day. Some time ago hay bales were put around the storm sewer opening. Those bales have now disintegrated to the point that they have totally plugged the storm sewer and no water can get in. Somebody has been looking after the property as usual. With regards to Community Pool, two weeks ago when I was here I said something about the continued saga of Community Pool. I did not know how bad it was. We have great plans for a big gala on July 25th, we have all kinds of plans of that sort; kids don't want that, they want water to swim in. Every other town's pools are open and ours isn't.

Councilor Knight responded, before you go on with what has been a great disappointment to all of us who have worked on this project for the past seven or eight years to get 99.99% done with this project, fill the pool for the final test and find that this most complex construction process has sprung some leaks that must be repaired prior to the pool's opening is, indeed, very disappointing. I can tell you, having been out there, every other day for the past two weeks, that every effort is being made by the Recreation Department, the contractor, the engineers on the project, the pool's designers, the Public Works Department, the Police Department and anybody else who could possibly be involved has been there, has been more than cooperative, has been putting in many hours in trying to prepare this for opening. I can tell you to a person, how frustrating it is to get that close and find that it is, indeed, because of its complexity there are a couple of glitches to prevent this pool from being open. I talked to Tom Dooley (Director of Parks & Recreation) as recently as 3:30 P.M. this afternoon. The Health Department was there today to test the water, they have to be completely assured that the pool is safe to swim in. Because of the leaks that developed, the level of the pool has been dropping and rising, dropping and rising as they fill it and drain it to try and find the problems. The skimmers weren't working properly. All the filtration equipment has to work properly before opening the pool and no one is going to take any chances and regardless of the consternation and embarrassment that everyone feels of not having this pool open, especially in view of the weather we have had recently, no one is going to take any chances that this pool is not safe for swimming. What Mr. Dooley told me this afternoon is, if the pool, indeed, meets the water quality standards that are set, that it is our great hope that tomorrow afternoon, twenty-four hours after the Health Department has conducted their tests, we will be able to open that pool. They think they have found what the problem was and it has to do with water table. The fact that, by design, this pool will leak some water because it is a bituminous surface. By design water was leaking out much faster than we had anticipated. The designers, builders, architects; their latest theory is to allow the water to run out so that the water table underneath the pool rises to the bottom of the pool to equalize the hydrostatic pressure and will allow the pool to stay full. Please understand that there isn't a person that has any contact with this project that isn't upset about the fact that the pool is not open. But there isn't anyone that is concerned with this project that hasn't been doing everything possible to get this thing open.

Mr. Wright replied, you sound very convincing and you have stated some facts. But that isn't rocket science building that pool. It is not rocket science, these guys have built pools. Why is it that we, in Wallingford, too often, most often, are late in completion of projects....stumbling along. Making pool, broken pipes, this is not.....somebody should be held accountable. It just cannot be that this is, "oh well" and you start talking about safety and all the rest, that is just glossing it over. There has been major problems with that pool and that design and somebody should be held accountable. It is not open on time and I didn't even like the contract that said it was going to be largely complete by the sixteenth of June. That is a heck of a poor way to describe what you are

going to hold someone to; largely, completely. In the first place we are a year late, now not only a year but about six weeks late.

Mr. Renda stated, I live a few doors down and have been monitoring what has been going on at the pool. We had a problem with the pipe.....

Mr. Wright interjected, that is inexcusable.

Mr. Renda continued, that pipe was put in. Construction work today, no matter how you do things, there are certain times, certain periods when you can pour concrete. They had a problem with the pipe and that has been rectified. The showers; the bathrooms; they got involved in that and they ran into problems. Sometimes it is just one pipe but when you get into construction, whether it is remodeling your own home or another facility, what happens is, one thing leads to another. Once you open up the can, it could be a can of worms or another surprise. They are doing the best they could. I have been down there talking to the workers and I would rather sacrifice a few weeks for the safety of the public.

Wright stated, we had a mild winter. You are painting over all the mess and using safety as a factor.

Mr. Parisi asked, you are saying someone should be held accountable and someone is; the vendors who have been working on the pool have implemented all of the corrections that have had to be made.

Mr. Wright asked, is that accountability?, correcting things?

Mr. Parisi stated, I am not going to debate this but I think anyone with any common sense realizes, in this day and age, certain things malfunction and when they do so, they are fixed. That is the way it is whether we like it or not. You cannot beat on someone who has done a job, they have a problem and they fix it; that is the way it goes.

Mr. Wright stated, I have watched that pool several times a week. We were late to begin with for no reasons like a broken pipe or anything else. We had a beautiful construction period since they opened that pool up and they never worked any overtime, I never saw anyone there on a weekend, I never saw anybody there in the evening. Any construction that I have ever been involved in, if a gets in trouble, he admits it and puts in overtime to correct it.

Mr. Renda stated, I can remember a few Saturdays when they were out there working. They ran into a problem but they went there voluntarily an extra day.

Mr. Wright asked, are you happy with what is being done here?

Mr. Renda answered, there are some problems here that have to be rectified. Nothing is perfect.

Mr. Wright stated, if I had anything to do with that, I would certainly have my resume in somewhere.

Andy Kapi, 6 Deme Road asked the Mayor, the Environmental Risk Company that did our assessment of the PP&L report, in terms of their utilization by us, has it been used up by that contract or are they still in service to us?

Mayor Dickinson answered, their service will continue through our period of review. I don't know the exact terms; it is possible that the contract will have to be extended. I don't know if the amount of money initially appropriated for the purpose will be sufficient. In the long run if the project remains fairly slow on the application and the submittal of information remains as slow as it has been but they are still working for us.

Mr. Kapi suggested that ERL review the videotape and typed minutes of the meeting last night and to some extent try to codify the lingering questions and issues that were unresolved coming out of that meeting.

Mr. Parisi stated, I think I made that point last night, if I recall correctly; that all those items that were listed as developmental and presently not concluded, I agree, that they be answered. We expect to get as many answers as humanly possible.

This concludes the Public Question and Answer Period.

ITEM #6 Consider and Approve Rejecting the Water Unit Interest Arbitration Award 9798-MBA-82 Dated 6-29-99 - Personnel Dept.

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

Mr. Parisi asked if there were any questions from the Council pertaining to the award. He stated that the Council does not vote for it. By taking no action, the award is approved.

Mr. Centner asked Personnel Director, Terence Sullivan, did the town make any attempt to discuss MLK holiday within that before it went to.....?

Mr. Sullivan replied, the issue was on the table and was withdrawn by the union at that time. It was not part of the tentative agreement that was reached. It was not part of the arbitration.

Mr. Centner stated, more and more as we go forward it is going to be important to me to see adjustments made to accommodate.....

Mr. Sullivan stated, we commenced negotiations on this contract back in early 1997 and suffice it to say the issue warmed up recently. It was on the table and did not make it to the end.

Mr. Centner asked, if that scenario to occur, is there a way to keep it on the table? Is there something we can do to.....

Mr. Sullivan answered, the Town can take the lead and propose these changes first and I can't discuss publicly what we have been doing lately but we are aware of the issue and try to make it better present.

Mr. Farrell stated, for the sake of being consistent, even though it isn't a contract but an arbitration award that is being consistent and since it doesn't include the Martin Luther King holiday, I will vote against this; I will vote to reject the award.

Mr. Parisi stated, I will remind you again, we will not vote on this. By not voting, we will accept.

Mr. Farrell stated, when the motion is on the table....

Mr. Parisi replied, there won't be a motion. It is not necessary.

Mayor Dickinson asked Mr. Sullivan, our position is, we are recommending the approval or the acceptance of this arbitration award, correct?

Mr. Sullivan answered, that is correct.

Mayor Dickinson stated, so that everyone is clear, we are recommending that the town accept this arbitration award.

Mr. Zappala stated, I heard through the union that Martin Luther King Day was never on the table. I wasn't there and I can't testify to it but through a union representative with whom you have discussed this, Martin Luther King holiday was never on the table.

Mr. Sullivan explained, I would have to go back to my notes. The Town did not propose the change. I believe the union did and it did not last very long. To confirm that, I will go back to my notes and let you know. It is an issue that has come up in nearly every contract and generally, the position from the unions have been to add and not swap and not decrease benefits. I believe it was on the table and it did not last long.

Mr. Zappala stated, believing is one thing and being sure is another.

Mr. Sullivan answered, we had over one hundred issues when we started and to be honest with you, I would have to go check my notes and see if that was.....

Mr. Zappala stated, I hope you understand that there is no way I will vote for any contract where this town does not put in discussion about Martin Luther King. I will stick to that stand. When I hear that the Town did not propose Martin Luther King Day to be discussed, it is disturbing. I think we, as Councilors, have expressed our interest in resolving the situation. It has to be solved.

Mr. Sullivan answered, to take it a step further, when the union or town proposes, the issue is very much alive. The only way to ensure that the issue will always be alive....is for both sides to propose it and that may be the route we take from here on in. But at that time, two years ago, this was not such a hot topic as it is now and I can assure you that I understand where you are coming from and we will be addressing it in the future and have been with current negotiations.

Mr. Zandri asked if the award summary could be reviewed for the sake of the public. I recommend that the summary sheet be read so the public will have an idea of what this award is all about.

Mr. Parisi read the summary page into the record (Appendix I).

Ms. Papale asked, who fared better after the arbitration award?

Terence Sullivan, Personnel Director responded, collective bargaining is a little bit of give and take and I think the Town fared well, it kept its cost down, it eliminated some old-fashioned fringe benefits. Some of the changes, for example meal allowances, is going to cost the town about \$75 in the first year, hardly a significant cost. Wages are in line with the unions had obtained. They have benefited by having severance pay, for example, for laid-off employees although we have not laid anyone off in the division for quite some time. There could be an impact if there are layoffs but, again, they won't break the bank. It was give and take and it netted out, the first year cost had all these changes been made the first year, it would have cost the Town about 3/10 of 1% with

the pay increase. We net out financially pretty well even though there are some extensions of benefits for the employees. I think it is a fair contract.

Ms. Papale asked, the reason we went to arbitration was because of the family dental insurance program?

Mr. Sullivan answered, I will probably never know exactly what the employees were thinking when they voted this down. But the two committees came to an agreement at the table and the union rep was not successful in convincing his membership to adopt it. That was central; they wanted that benefit and it was a very expensive one and we avoided that.

Mr. Renda stated, this issue with Martin Luther King Day, it is never going to go away. To me, all it amounts to is, how quick these workers will go along with the agreement if they got paid an extra holiday, a thirteenth. That is all it comes down to. They don't want to take the twelve days. ● only way they will settle for the Martin Luther King Day is only if they get an additional holiday. Talk about greed. You have to respect the man and what he stood for. It seems like, no matter what we do in this world, the dollar comes first. Where is the respect? I judge a person by their deeds, I look at, what have they accomplished, what have they contributed to society? He not only talked for the blacks, but for the whites.....people of all races and they can't respect that? It comes down to the dollar; that is out of order. Any contract that comes before me, if that is not included in that package, I will tell you right now, I will not support it. I believe in respect.

Mr. Farrell stated, in light of the fact that the award does not include the Martin Luther King holiday, I am going to make a motion that we reject the Water Unit Interest Arbitration Award, seconded by Mr. Renda.

Mr. Parisi asked, do you realize that it is a binding arbitration award?

Mr. Zandri stated, to clarify the vote on this matter, it should be pointed out that if you want the award to pass one must vote no to reject.

Mr. Parisi stated, if you don't want to reject it, vote no. If you want to reject it, vote yes.

●uale Melillo, 15 Haller Place, Yalesville asked for an explanation of the arbitration award.

Mr. Sullivan stated, there was an arbitration award by a panel set up by the State of Connecticut when both parties reached an agreement, the union shot it down and, by law, it went to arbitration. There was a hearing, there was testimony and evidence and the panel made an award and that award is before the Council tonight. It automatically becomes effective on July 25th if no action is taken. The Council can exercise its right, under State Statute by a two-thirds majority and reject

the proposal or the award and send it to a second panel. That is why it is in the agenda tonight. The Personnel Department is not recommending that the award be rejected.

Philip Wright, Sr., 160 Cedar Street asked, how much did it cost to take this to arbitration out of pocket?

Mr. Sullivan answered, it cost the town roughly \$6,000.

Mr. Wright asked, that is for outside representation?

Mr. Sullivan answered, no, that is the cost for the neutral arbitrator and the management advocate. It cost the union \$6,000 as well.

Mr. Wright asked, if we take it once more? Is it going to cost us about the same?

Mr. Sullivan answered, it is hard to say. It could cost more if all of the issues in the tentative agreement, which is about thirty, ended up back on the table. We narrowed this down to six issues and we only had one day of hearings.

Mr. Wright asked, if this is rejected, so to speak, and we say we are not going to reject this tonight by a two-thirds vote, and it goes to arbitration before another panel, does that automatically put all the issues back up on the table?

Mr. Sullivan answered, I don't think so. I would have to consult with the Town Attorney.....I believe the answer is that the panel would only look at the award and consider those issues. I would have to research that. That is lawyer work. I would have to get back to you. I think it has happened in Connecticut.....I can count on one hand how many times a second panel has been used so there is not a lot of history on that. I can research it and call you back.

Mr. Wright asked, what are we saying this really cost the town per employee, per year? How many employees are there in this union?

Mr. Sullivan replied, this unit is a twenty-eight member unit. As I said earlier, had these changes in the contract been made effective September 1, 1997 which should have been the effective date of the contract, and had we made changes in the insurance and overtime provisions and all the changes were made at that time, it would have cost the town .29% of payroll or about \$2,900 for the first year, total. Not a bad deal for the town. If this goes through we will make all the insurance changes in the next thirty days, the overtime changes happen immediately, there are some retroactive payments to be made on payroll and longevity so there is another cost

there.....we lost an opportunity of two years of savings on health insurance changes. We paid two more years for paid up life insurance, for example. The cost would be higher the first effective year of the contract.

Mr. Wright asked, are these provisions basically the same as in most of our other contracts?

Mr. Sullivan answered, yes.

Mayor Dickinson stated, one question should be resolved and that is, if the new panel is restricted to the information provided to this arbitration panel, it will not resolve the issue that is motivating the motion, that is Martin Luther King Day and only holds up the contractual rights of the employees and their ability to resolve the issue and move forward. If you want, we can make sure that is the case, we believe it is restricted to the record before the first arbitration panel. We can verify that but if we don't believe that any issue that was not before the panel could be brought forward for a second panel, it will just be a re-shuffling or re-review of what the first panel did. Is your understanding Mr. Sullivan?

Mr. Sullivan replied, I am pretty sure it is just the issues that the first panel have looked at. We would have to go back to the State Statute.

Mayor Dickinson stated, give us a minute and we will look at the statute to verify that. It just seems like it is going to prolong something, spend money on both town and union side that won't accomplish the goal that is being discussed.

Mr. Centner stated, along those lines, Mr. Sullivan just mentioned to us that the union, itself, pulled back the issue of the MLK Day holiday, not the town. Maybe this motion that is on the table we give a signal that we don't like that. Somewhere we have to start this thing. I know you can't coordinate all these unions all at once, we have been asking management and union to get together; somebody has got to start this thing and I think a signal is going to be sent. If you are telling me that the union pulled this off the table, by virtue of this vote we are telling the union we don't like that. That is how I understand that right now.

Mr. Sullivan answered, I think the unions know exactly how you feel. I can say, without mentioning the specific negotiations that the Town has started the process of being the one to initiate the change, both in regular contract negotiations and interim bargaining the next time we can get them to the table. We are taking the lead on that.

Mr. Centner stated, there may be a signal sent that contracts aren't going anywhere until this thing gets solved. I, personally, am sick and tired of the insulting newspaper articles and the bashing of

this town on a nationwide level for this issue. It has got to start somewhere. This shows a good signal where we are going to start it.

Mayor Dickinson stated, don't put the Town in a bad bargaining position. People can tell untruths about you forever, they can distort reality forever, that does not change fact. The fact is, the Town does honor Martin Luther King. We don't honor him in the same manner as everyone else does so we get criticized because we are different. As far as I can see, that is wrongful criticism and I don't think we should look like we are running and hiding because others choose to criticize incorrectly what our sentiments are.

Mr. Renda stated, Mayor, you look at all the towns and cities in this state that give the workers the day off for Martin Luther King. What makes Wallingford so special? How come these other towns can do it and we can't? Maybe we should check into these other towns but like I said before, what it comes down to is, the town employees in this town that belong to the unions, all the unions, are greedy. They want that extra holiday. If you gave them the extra holiday and you paid them for it, they are not going to go to the service here, they are going to be down at Kmart, fishing, at the beach, where is the respect that this guy laid his life down for and this is what the pay back is? He laid his life on the line. If you give the people the day off with pay, they will go to Kmart, Wal-Mart, that does not make sense. It is the respect. That is the problem with this country. When people start respecting one another, that is when all these shootings and muggings and what ever will come to an end. The unions do not control this country. The legislative body of this country, Washington, D.C., the towns and the cities. We control the government, not the unions. The unions, all they are doing is grabbing the dollar. They are not doing anything for the workers. I deal with unions and I talk to the people that belong to these unions. They are not doing anything for them but when it comes down to the basic issues, they turn their backs and walk away. That is not right. I believe in respect. I am a strong believer in respect. This guy (Martin Luther King) took it upon himself to go out, not only for the African Americans and Hispanics but all people; all people of the world. He put his life on the line and these people...."the heck with him, we want to get paid, oh sure, if we get the money, we will take the holiday." No, stick to the twelve days. Let them work the day after Thanksgiving, that Friday. When Martin Luther King Day comes up, then give them that day I see no problem with that. What is the big issue? The issue is, they want that thirteenth day; extra money in their pocket so they don't have to work.

Mayor Dickinson stated, I don't think we should fall into a pattern of characterizing motivations or criticizing the process of collective bargaining. It is a process of just that, bargaining; where people sit at a table and the avowed purpose is to attain benefits. What is wrong about this is to try and infuse a characterization of a community or the sentiments of anyone regarding a belief in the ideals expressed by Martin Luther King as representative of a result from collective bargaining.

The two don't mix. It is apples and oranges. All I am saying is, the process is one of bargaining. There are those who want to make it a symbol of sentiments or ideals....that is where the incorrect, in my opinion, venture begins. It is a bargaining process. The Town has sought the right to unilaterally swap the holiday but we don't have that authority. It is a collective bargaining process and, as such, each party is supposed to do their best to preserve interest and I just don't think we should be criticizing anyone for that. But more, should again, the process be used to say "that means the town has no sentiment or reverence or belief in Martin Luther King" the two are just not the same.

Mr. Renda stated, Mr. Mayor, this thing has got to come to an end sometime or another; we have to get involved, we have to put an end to it. Wallingford and another there is another town in Connecticut that is singled out. All the other towns and municipalities, everyone is following procedure. I want to know why Wallingford is not on that same track? Maybe we ought to look in to what North Haven, West Haven, Meriden, what are they doing to resolve this matter? I want to get this matter resolved because I will tell you right now, this is not going to go away; they won't give up; they have a cause and they are in a fight for it. And I don't blame them.

Mayor Dickinson answered, that may be and I suspect some of the answer to your question is, we have refused to give away a benefit. Has that occurred elsewhere? I suspect it has. It would have been given away and no one would have known it. It would be approved in contracts and would be gone but we have been unwilling to give away benefits and, as a result, we may be the last ones. But if being the last one is an indication of standing for principal then, so be it.

Mr. Renda asked, couldn't we make an arrangement that the Friday after Thanksgiving is no holiday so what is that particular day? If maybe someone has the answer out here I want to know what the Friday after Thanksgiving is? Somebody must have the answer? Why do the people get the day off?

The unions have sick days, these days, those days, what is that day? What do they count that day as? The Friday after Thanksgiving.....it doesn't make sense to me.

Mr. Farrell stated, very quickly and simply put, I don't want to give the day off for free, I don't want to bash the unions, I don't want to bash the Mayor and I don't want to acquiesce in the stalemate so that is why I will reject the award.

Zandri asked Mr. Sullivan, I thought when Tom Zappala asked previously it was stated that the Town did not open up the negotiations with Martin Luther King Day as part of their input to this negotiation, correct?

Mr. Sullivan answered, correct. Back in May or June of 1997 I still had not put this on the table.

Mr. Zandri stated, it was the unions that had it on the table originally.

Mr. Sullivan answered, if it was an issue at all, it was from the union at that time.

Mr. Zandri asked, and they were the ones that decided to pull it off ?

Mr. Sullivan answered, I can say with some certainty that the issue has been out there in nearly every contract talk since I have been here and if it is a union issue, it usually falls away.

Mr. Zandri stated, I want to make sure that everyone is clear up here that the Town did not initiate this (MLK Day) as part of the negotiations.

Mr. Parisi asked, is that the case?

Sullivan answered, the Town did not initiate this (MLK Day) as part of these negotiations but it did exercise its rights under statute to request interim bargaining on it on two occasions to no avail.

Mr. Knight asked, one more time....a clarification....can we get there from here? The fact is, this award...can we effect the holiday schedule of this contract by sending it back to a second binding arbitration?

Mr. Sullivan answered, no, period.

Ms. Papale asked, when the Town and union first got into discussions over this contract, was this before the MLK situation occurred? It was way before that?

Mr. Sullivan answered, it was before it, yes.

Ms. Papale stated, it was not the issue that it is now when this contract was in negotiations. I want to make that clear to the Council. Hopefully, from now on they will discuss it.

Zappala stated, Martin Luther King, Jr. died a long time ago and I think that a holiday was declared way before two, three or five years ago. I think it has been a lack of interest on the part of this town to negotiate MLK Day as it should have been. There does not have to be a rally outside, there does not have to be a march downtown to realize that we have an obligation and that is to negotiate the holiday.

Mr. Centner stated, on a final note, I concur entirely with what Mr. Farrell stated. My meaning in this vote is not to see a paid holiday but a solution worked out. I don't see anything on it; I am not happy about it. I am not bashing unions, I am not bashing management. We have to start making this a serious issue and to settle it. Without any negotiation going on, where nothing is appearing on a piece of paper in front of me saying that the union gets this and the town gets that and we can vote on accordingly, I am taking this point to reject this contract as a starting point and will continue to vote that way until I start seeing it appear in some manner that we can settle the issue.

Mr. Parisi stated, as has been stated several times, this contract was negotiated in 1997. At that time it was not the issue that it is today. By voting this contract down we do absolutely nothing for the holiday that we are concerned about. I think that is something that we should not lose sight of. I would also say that I believe that we can, in good conscious, very clearly state that any contract that is brought to the table from this date forward that does not include this item (MLK Day) or cannot be clearly demonstrated that this item (MLK Day) was one that was negotiated or considered to be negotiated for, that we would have a very definitive position. I have no problem with that. But to vote something down in actuality, as the Mayor said, we are going to penalize probably the people involved and we are not really going to accomplish anything, leaves something to be thought about.

That is my statement and I would like to vote on this now, if we could.

At this time Mr. Parisi called for comments from the public. Councilor Knight informed Mr. Parisi that the public was afforded the opportunity to speak earlier. After a bit of confusion, Mr. Parisi recalled that the discussion was opened for public comment however, comments from the Mayor were made which Councilors responded to. The discussion inadvertently was taken back to the Council without giving those present in the public an opportunity to speak on the matter.

Wes Lube, 15 Montowese Trail asked Mr. Sullivan, in the discussion with the Council it was brought out that the Town did not put this on the table because it was not the topic of discussion at that time and the union did but then withdrew it when the Town was not receptive to the union's suggestion. Then you said that the Town subsequently tried to put it back on the table, correct?

Mr. Sullivan answered, yes.

Wes Lube asked, in so doing, could you please give the exact wording of what the Town had attempted to put on the table?

Mr. Sullivan stated, it is difficult to answer in that.....I can't speak publicly about any negotiations. However, I can say that the Town's position has been to grant Martin Luther King Day in

exchange for Lincoln's birthday so the total number of holidays would stay the same, which would be twelve and the holiday would be there if they would just take one less February holiday.

Mr. Lube stated, there are some of us who feel that particular holiday was a horrible suggestion on the part of Town management; that is a holiday that I do not want to desecrate by canceling it out with Martin Luther King Day. I think they both have merit for their own holidays and one should not be sacrificed for the other. As managers, as administrators, there is nothing to prevent you from volunteering a benefit to an employee without demanding a quit pro quo. That is about as old fashioned and antiquated an attitude as I have ever seen on the part of management. If you want to give them a shopping day during the holiday season, you just give it. You don't say, "what are you going to give me back?" It is a wrong-headed attitude.

Reginald Knight, 21 Audette Drive proceeded to explain in great detail the series of events which occurred leading to the confusion of whether or not the public had an opportunity to speak on the matter.

In an attempt to move the meeting along, Mr. Parisi asked Reginald Knight if he had a particular question on this topic and that he needn't try to explain what happened. He asked Mr. Knight to ask his question or questions.

Reginald Knight was offended by Mr. Parisi's interruptions while making his comment, therefore he left the microphone.

Vern Stancuna, 464 N. Colony Road, 450 N. Colony Road, 456 N. Colony Road and 462 N. Colony Road explained, the reason he stood on the auditorium chair was to be at the same eye level of the Council for he only looks up to one, that being God. He stated, with regards to Martin Luther King, and the Town not recognizing the day, it is not only a day for Blacks, but for women's rights, a lot of people's rights. I feel really upset that I live in the only town in Connecticut that does not honor this day. Let's not run two holidays into one; combining Lincoln's Holiday with Martin Luther King. If some of you are prejudice, let's not bring our personal feelings into this. I would like to have the day separated not only for Blacks, Hispanics or Jews but for women and other causes. Make Martin Luther King Day a holiday. Do not combine two holidays into one. At this time Mr. Stancuna thanked all the individuals and agencies in the town who helped the refugee family from Yugoslavia that is living in one of his residences.

Reminder: A vote in the affirmative is a vote reject the arbitration award; a negative vote accepts the arbitration award.

VOTE TO REJECT: Centner, Farrell, Renda and Zappala, aye; Knight, Papale, Rys, Zandri and Parisi, no. Motion fails.

ITEM #7 Consider and Approve Accepting the Donation of One (1) Automatic External Defibrillator to the Town from the Fire Fighters Local Union - Dept. Of Fire Services

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

This equipment will be used in conjunction with the equipment that is being purchased in the F.Y. 1999/2000 budget year of the Town.

Deputy Fire Chief, Peter Struble, David Poach, President of the Firefighter's Union and Harry Becker, Executive Board Member of the Firefighter's Union appeared before the Council to facilitate the donation. Gene LeTourneau, Executive Board Member, along with a number of unidentified firefighters were also in attendance.

Chief Struble stated, in December of 1998 the union and fire department chief officers sat down to discuss what is called an automatic external defibrillator program. At that time a person who was experiencing a heart attack during which their heart stopped, the only way to deliver an electric shock was to have a paramedic on the scene with a defibrillator to do that. This donation allows members of the Fire Department other than certified paramedics to deliver a defibrillation which ties into what the American Heart Association calls the "chain of survival". If you have a heart attack, to survive the American Heart Association has determined that you need early access to 9-1-1, early CPR, you need a defibrillator as quick as possible and then you need a paramedic to follow that up. These defibrillators basically allows for the entire "chain of survival". The union came back about 1 1/2 months later stating that they fully supported the program and wished to participate in it. They wished to buy a piece of equipment for the Town and donate it; an automatic external defibrillator.

The tool works best if people know CPR before the Fire Department arrives on the scene. I encourage everyone to learn CPR and these machines will be much more effective. This is an example of the type of cooperation the Firefighters' Union gives Fire Department management. I am not surprised they have done this but it makes me extremely proud to be a chief officer in the department where the union steps forward and does something like this. It builds a true partnership when it comes to delivering service and helping people.

At this time David Poach, President of Firefighters' Union Local 1326 presented the life saving gift at this time. He stated, we owe a very special thanks to the residents of Wallingford who contribute annually to our fund raiser which makes it possible for us to give back to the community something of great value, for example this automatic external defibrillator. Two years

ago the union donated the "jaws of life" to the residents of Wallingford through fund raising efforts. Again, it was great to contribute to this program because it is such a worthwhile endeavor. Our firefighters' union again sought the opportunity to save lives in this new program and we are pleased to be here and we hope you accept our gift.

The defibrillator was activated at this time to give a demonstration on how the machine prompts the user during its operation. It gives the individual who is only trained in CPR the ability to deliver this life-saving shock.

Mr. Parisi thanked the Firefighters' Union for their generous donation to the people of Wallingford.
(Applause)

VOTE: All ayes; motion duly carried.

ITEM #8 Consider and Approve a Waiver of Bid to Award Contract to Medtronic Physio-Control the Purchase of Two (2) Automatic External Defibrillators for a Total of \$5,200 and One (1) Lifepack Monitor/Defibrillator at a Cost of \$15,405. - Dept. Of Fire Services

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

Deputy Chief Peter Struble explained, the two pieces of equipment we are requesting a waiver of bid for are identical to the apparatus the Firefighters' Union just donated to the town. The third piece of equipment listed is the actual heart monitor defibrillator that paramedics use. The benefit of going with this particular brand is that everything becomes inter-changeable in the field. We can pass off a patient from our staff to a paramedic-level ambulance from New Haven or Meriden and it is simply a matter of unplugging and plugging in new pads and everything works together. When they arrive at the hospital with the patient, the same thing happens there; they simply take the pads, unplug it from one unit, plug it into the next so that there is continuity of care throughout the cardiac arrest call when they are working on the patient. Other surrounding communities were purchasing the same type of equipment therefore we worked with North Madison, Berlin, Cromwell, Middletown and Meriden to coordinate our purchase and to save \$2,177 on the price of the equipment. If the bid waiver is approved tonight, we can facilitate the purchase and take advantage of the savings.

Andy Kapi, 6 Deme Road spoke in favor of the purchase as did Reginald Knight, 21 Audette Dr. Reginald Knight suggested that the Town consider obtaining more of these devices and locating them in public places.

Pasquale Melillo, 15 Haller Place, Yalesville asked for further explanation as to why a bid waiver is being requested.

Deputy Chief Struble repeated the reason for the request.

Mr. Melillo stated that normally he is opposed to waiving the bidding process however since this is not a large expenditure and it is here before the Council now, he suggested the Council approve the waiver of bid.

Vern Stancuna, 450 N. Colony Road asked Deputy Chief Struble to see if he could get the vendor to lower the price a bit more by asking them to.

Chief Struble stated that he would ask. He explained, in order to take advantage of the combined purchase, the check will have to be made out to Hunter's Ambulance Company who will deliver the equipment to Wallingford, once received.

Mayor Dickinson asked, do we need to award the contract to Hunter's?

Deputy Chief Struble answered, yes.

Mayor Dickinson stated, that was not part of the motion.

Mr. Rys stated, no one had that on the paperwork here, that is why.

Mayor Dickinson answered, it was not clear to me who we were awarding to either. As long as it isn't a problem for everyone; that is the intent of it, to award the contract to Hunter's.

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

ITEM #9 Discussion and Possible Action on the Status of the Goldfeder Silver Plating Company Property in Yalesville as Requested by Councilor Geno J. Zandri, Jr.

Mr. Zandri stated, the reason I put the item on the agenda this evening is because it was recently brought to my attention that a hazardous condition exists on property known as the Goldfeder Silver Plating Co. located at 125 Grove Street in Yalesville. This was brought to my attention within the last two weeks by Representative Mary Fritz. I would like to go over a series of events detailing exactly what happened on this property going back to 1988.

Back in 1988 Warren Goldfeder, the owner of this property, abandoned this site and walked away from a failing business. A recent letter sent to our Law Department from the Tax Collector dated

April 27, 1999 reveals that no property taxes have been paid on this property since 1988. The total taxes due is \$102,976. In August, 1995 the United States Environmental Protection Agency, based out of Boston, Massachusetts, compiled a report which was labeled, "Federal On Scene Coordinator's Report". I would like to read a section from this report to you;

"Site Conditions in Background

The Goldfeder's Silver Plating site is located at 125 Grove Street in Wallingford, Connecticut. It consists of an abandoned building in which plating wastes were known to exist and associated property on which suspected hazardous substances were deposited. The site is an industrial lot owned by Mr. Warren Goldfeder who operated a silver plating company at this facility from 1957 until approximately 1988. The facility is currently abandoned. In 1991 the CT. Department of Environmental Protection, D.E.P., performed a clean-up action at the site and removed the majority of plating chemicals from the facility. However, not all the plating wastes were removed. In November 1994 Ben York of the D.E.P. requested assistance from the EPA to mitigate potential threats at the site. On November 17, 1994 EPA conducted a site investigation on the property. Inside the facility EPA site investigation team observed two vats which contained a dark blue or green liquid with a pH of 13. Analysis of this liquid in the vats revealed concentrations of cyanide up to 2,540 ppm (parts per million). Outside the facility, the EPA site investigation team took four soil samples. Results of the samples indicated the presence of up to 7,380 ppm of lead and 26,000 ppm of copper. In addition to the soil contamination, two underground storage tanks were found on site. These tanks contained unknown liquids and sludge. On January 9, 1995 the EPA site investigators completed a site investigation closing memo recommending that the EPA perform a removal action at the site. On November 17, 1994 the EPA and Roy F. Weston, Inc., Superfund Technical Assistance and Response Team performed a preliminary assessment and site investigation at the site. Samples were collected from the two vats in the plating room which still contained liquid. Analytical results revealed cyanide levels greater than 1,500 ppm; analysis of samples outside of the building revealed copper levels as high as 26,000 ppm and lead as high as 7,000 ppm. The following is a summary of some of the hazardous wastes removed: cyanide in solid form, 12,600 pounds; cyanide in liquid form, 110 gallons; acid in liquid form, 5 gallons; flammable in liquid form, 21 gallons; waste oil in liquid form, 20 gallons."

Mr. Zandri continued, I also have a report from the United States, EPA, Superfund Removal Action dated September 27, 1995. I would like to read a section from this report:

"During the period from August 2nd through August 18, 1995 lead contaminated soil was excavated at six inch increments from the area behind the building. Contaminated soil was staged in an area of existing soil contamination. A general action level of 500 ppm lead was

selected as a clean up criteria. Concurrent with excavating activities soils samples were analyzed on site. A five point composite sample from a 10' X 10' grid was utilized to determine if the evaluated area met the 500 ppm lead clean up level. If the composite sample exhibited lead contaminations greater than 500 ppm, the grid was excavated an additional six inches and another five point composite sample was collected and sampled. At the completion of the excavation all grid exhibits a lead concentration of less than 500 ppm. All excavated soil

was transported off site for treatment and disposal. The excavated area was back-filled and clean fill was brought in and covered with approximately three inches of stone. Dust and debris samples from the floor inside the building in the metal finishing area exhibited elevated levels of lead. Eighteen samples were collected with levels ranging from 500 to 43,000 ppm lead. "

Zandri stated, the report stated that the building is secure with current limits and chance of exposure inside the building was small. The date at this time was August, 1995. I will now read a summary of a report written by Deputy Chief Peter Struble of the Fire Department, dated February 1996. Item #7 on his report reads:

"The EPA has indicated concerns over potential soil contamination still present outside the building." Item #8 reads, "Significant lead concentrations still exist inside the building." A summary of his report reads as follows:

"The property will most likely remain in limbo over ownership since the EPA has indicated that Mr. Goldfeder no longer has an interest in it. The building is in a serious state of disrepair and will not remain secure indefinitely due to the remote location of the property. Collapse of the roof and large amounts of rain run-off from the interior of the building could, again, produce active contamination from lead in the building. The Wallingford Water Department has continuously expressed concern about collection of hazardous run-off over the years near the Town wells. I feel at this time that the Fire Department has reached a maximum jurisdictional authority on the site with removal of imminent hazards. Future action will involve a final disposition of the property and information concerning ground contamination both on and off site." Note again that the date of this report was February, 1996.

Most recently, our State Representative, Mary Fritz requested an update on this site from our Fire Chief, Wayne Lefebvre. The reason for her inquiry was, Mary was informed that young children in the neighborhood were gaining access to this abandoned building. I would like to read Chief Lefebvre's response to Mary Fritz dated May 12, 1999:

"Dear Mary,

As per your request I have enclosed a copy of the Goldfeder's site clean-up file. I have included copies of the Assessor's records and a letter to the Tax Collector's Office showing taxes owed to the town. Many thousands of Superfund dollars have been spent to clean up the hazardous waste from Grove Street but as you know the building remains and is still contaminated with various chemicals and lead dust. If the building catches fire, the water runoff could definitely be an area of concern. I had our truck company inspect the roof area and they report that the roof is in poor condition but does not offer easy access to the interior of the building. I hope this information will be helpful to you, please call me if you need any additional information."

Representative Mary Fritz also sent a letter to the Assistant Commissioner of D.E.P. dated May 24, 1999. It reads:

"Dear Assistant Commissioner Stahl,

I am enclosing a copy of a report done by the EPA on the contaminated site at the end of my street. I am particularly concerned about the letters summarizing the problem which was sent to Wallingford Deputy Chief Struble from Wayne Robinson of the EPA in January of 1996. For me it is particularly troublesome that these conditions have continued and the Town has not attempted any remediation nor, in any way, revealed the seriousness of the situation. I learned about it from a resident in the area who was calling authorities because of young children climbing and going through the roof. I then called the Fire Department and asked for a status report on the property. Please understand this is not in an isolated area. It is substantially populated. Additionally, one million dollars in State dollars was spent on the wells in 1987 because of TCB contamination. Elsie Paddon and I worked very hard to remedy this problem. The wells are a source of 25% of Wallingford's public water supply so any chemical contamination is a major problem. What can be done; what can we do to remedy this problem for the sake of all the people in the neighborhood and all those who live downhill. I am looking forward to hearing from you shortly."

Mr. Zandri stated, I believe we have a serious situation at this site. The site is not secure and poses a threat to the residents and our wells in Yalesville. This situation has existed since 1988. This is what causes me the most concern; the time duration that this problem has existed. I have a couple of questions I would like to ask the Mayor. Mayor, could you tell me when you were first made aware of the hazardous situation at this site?

Mayor Dickinson replied, I don't recall the first time. I was aware that D.E.P. was involved somewhere around 1990 and I certainly was aware that EPA, who are the experts in clean-up of

hazardous sites, was there in 1995 and accomplished the clean-up. I was in touch with the Fire Department over that. Clean-up of hazardous sites is D.E.P. and EPA jurisdiction. They clean up what is an active contamination that, in their opinion, can reach the general public. Where it cannot, they cease their activities. If we are aware of an active contamination, our routine or procedure is to notify D.E.P. where there is a spill or other contamination and they have the expertise and resources, the manpower through either the state or federal authorities to deal with the issue.

Mr. Zandri stated, reading all of these reports, were you satisfied, yourself, that enough was done at that site....going back to the last time that anything was done, 1995....were you comfortable with the level of remediation that was done as far as the site, the whole clean-up action?

Mayor Dickinson answered, certainly I would have preferred that everything be removed but EPA reached a determination that removal of the soil outside of the building; removal of the liquid contaminants inside of the building; capping of tanks, I believe there are still two tanks there, and sealing of the building was sufficient under their standards. The building is posted "no trespassing", etc. It is private property and I believe even the EPA clean-up required them to get permission from Mr. Goldfeder, at least that was what I was informed. I would prefer that they had removed everything but they operate under their rules and determinations as to what constitutes enough of a threat to public health that they will spend the money that is dedicated to that purpose and that is the Superfund money.

Mr. Zandri stated, once I received a copy of these reports....I am still concerned about that particular site. It is obvious to me that the owner has walked away from his responsibility, right or wrong and I feel that we have to take action, as a community, not only to protect the residents in the area but also the Town wells.

Motion was made by Mr. Zandri that the Council Recommend to the Mayor that he Take Immediate Action to Secure the Site with the Installation of a Chain link Fence with a Security Top and to Pursue What Ever Funding is Available to Eliminate any Remaining Hazardous Material from this Site to Include the Removal of the Buildings, seconded by Ms. Papale.

Mr. Zandri stated, the reason I think the area should be fenced in is because I took a ride out there last week and it is obvious to me that the young children in the area are using it as a playground; there is graffiti all over the building and they could easily walk from the street to the site for the building is no more than fifty feet from the roadway. The site should be secured because of the hazard it poses to the residents there and to our wells. That is the reason for my motion.

Mr. Parisi asked, do we have the legal authority to go on to the property to fence it in or do anything there?

Mayor Dickinson stated, in my opinion, we have no legal right to be on private property accomplishing any purpose. If there is an act of contamination, D.E.P. should be notified and there is access to other authorities. But short of that, were there a lot of properties in town that could potentially have dangers that expose anyone walking through the property can be injured and we cannot start assuming the responsibility for protecting people from the dangers on private property.

Mr. Parisi stated, I have no disagreement with that but I do share, in all good conscience, a very similar concern and I don't know what the remedy to the situation is. My concern is that if there is anything that has a potential hazard to any citizen or member of the community, how do we address this? How are we going to prevent something from happening?

Mayor Dickinson stated, I have asked for the address of Mr. Goldfeder and we will make an effort to alert him to the potential hazards on the property here but, there are properties...and for example, take a fire escape on a property, is that a potential hazard? Yes. Kids climb on it, can fall off of it; if there is an abandoned building with a fire escape, should we be fencing that property to prevent that from happening? This is an environmental issue. D.E.P. deals with environmental issues. EPA has the jurisdiction to deal with environmental issues. The Town of Wallingford lacks the expertise and the resources to deal with the potential for these problems and we certainly do not have the right to be going on private property.

Mr. Centner asked, is there a possibility if there was an injury or death on that property that the town could be sued as a third party or in any other form?

Mayor Dickinson answered, the Town could always be sued. In my opinion we have no real liability but I will let the Town Attorney answer that.

Corporation Counselor Adam Mantzaris replied, I don't believe we have any liability for an injury on that property as it stands now.

Centner asked, it's not definite?

Atty. Mantzaris answered, it is private property. The site was cleaned up according to the report which was just read to us. There is apparently some contamination inside the building; someone would have to trespass on the property around the building and also trespass into the building to

sustain some kind of contamination injury and I don't believe the Town would be at all liable for that person's injuries.

Mr. Centner stated, I have a concern here. We talk about securing the site and I have had some military experience and when you secure a site, you secure the site. I understand there were kids getting into what ever openings with ladders or through the roof or chimney....but they can get access into that building. To me that means it is not secure. They are kids. The other item I am concerned with is a previous statement Geno made.....he stated that Mr. Goldfeder no longer has an interest in the property. I need a legal definition, what does that mean?

Atty. Mantzaris replied, he is gone; he has abandoned the property. Geno was right about that. He has long since abandoned his property. He is still the legal owner of the property but I would think that Mr. Goldfeder does not have any interest whatsoever in exercising his rights of ownership.

Mr. Centner answered, to me it means, why do we have to contact him for any purpose if he no longer has an interest in the property?

Atty. Mantzaris answered, he still has legal ownership of the property

Mr. Zandri meant that Mr. Goldfeder is not interested in doing anything about curing any potential problems on the property pertaining to contamination, paying his taxes, living up to his responsibility as an owner. He is still, however, the owner.

Mr. Centner stated, because of what my profession is and what I do in the electronics industry, I am well-aware of the dangers of a plating operation and the chemicals involved. There are cyanides, iso-cyanides, copper sulfates, acids for stripping; all of those items. These are not small chemicals, they are very potent chemicals. If it has been since 1988 and we have been through a couple of clean-ups and right now I don't care that it is private property because the owners walked away. You are telling me (Mayor) that it has to sit for eternity this way? What happens here?

Mayor Dickinson answered, first of all the plating chemicals have been removed. There is a level of dust and copper and perhaps nickel inside the building but the active chemicals, the liquids, are removed other than two tanks that were capped. At the point that the Town exercises any jurisdiction over this, in my opinion, at that point we are accepting the whole thing. If you think a fence is going to keep out kids that are determined to get in....a fence won't do that. Fences get climbed over all the time. At that point we are saying, we are going to keep you out and we are going to exercise jurisdiction, now you still have the issue of entry to the building and exposure.

Then the question is, "who is going to demolish the building, remove the lead dust and take away these tanks?" And you are rapidly in a situation of dealing with blank checks because no one has really dealt with the complete picture of clean-up. Certainly we can correspond again with D.E.P. and EPA and urge them to deal with the total picture but they are the ones who have the authority and the expertise to deal with it. They are the ones who will make a determination whether there is exposure of risk to the general public.

Mr. Centner responded, I agree and somewhat disagree and will tell you why; I think as a community I don't think it is a big deal, and I mean that sincerely, to find a way to secure that site. And, I would like to make a motion to amend Geno's motion that the measure of the fence with a protective top be accomplished and we record a lien on the land records for that expenditure. I fully realize that there is over \$100,000 worth of arrears on that but it is the appropriate thing to do. It shows prudence on our part that if we make an expenditure on a property that is hazardous, the property will be liened for that expense as well as a community, we are showing a concern. It is a dangerous area; it truly is a dangerous area.

Mayor Dickinson replied, I just think we have to be careful about determining on our own that a property is hazardous when EPA, at this point, at least to my knowledge is satisfied with the general public not being exposed to a hazard. The experts are saying, "this is the way we are comfortable with it and we can take the issue back to them but we in Wallingford are going to say, "oh no, we are going to supplant our judgment for your judgment " and make other determinations which draws the municipality into an area in which, again, it does not have the resources, it does not have the expertise.

Mr. Centner answered, Mr. Mayor, I am going to have to disagree with you because it is your Fire Chief that responded that if that roof collapses and that place burns and they go to put the fire out, the water will carry what contaminants that are in the building around the area and that is my biggest concern, really.

Mayor Dickinson stated, the Fire Chief can respond to that.

Deputy Chief Peter Struble stated, the main bulk of the contaminant that is inside the building now is basically lead dust on the floor. If the roof collapses or if the Fire Department were to put water into the building it would provide a medium for that lead to move. It is not as bad as, perhaps a pesticide or a liquid in there that would be soluble in the water and would run long distances. At least with the lead, if we started putting a lot of water in there and there was a lot of run-off, it would provide a way for it to move but with lead, it is more land sand, how far would it move? It would not go as far as something that is soluble. I can't give you a positive either way,

that is about the best answer I could give you. Lead acts very much like sand when you put water on it. If you put a lot of water on it, it will move further, otherwise it won't move as far.

Mr. Centner stated, now I am really confused because I am sitting here holding a letter dated May 12, 1999 from the Fire Chief stating his concern. "If the building catches fire water run-off would definitely be an area of concern. I had our truck company inspect the roof area and they report that the roof is in poor condition and does not offer easy access to the interior of the building." What does that mean?

Chief Struble responded, the contamination that the Fire Chief is speaking of specifically is the lead dust. That is true, if you put a lot of water in there it will start to move. If it makes it off the property or stays on the property, again, it is not going to move like something that is soluble. Something that is soluble is going to move. Wherever that run-off goes, it would go. This would tend to deposit as a run-off went along. The roof, itself, I did a visual inspection on it today. The roof, itself, has one spot that has started to collapse, a small spot. It is not large enough for anyone to get into it but it is in the center of the building and it has started to come in; a 2' X 2' hole. The rest of the doors and the windows, you walk around it (the building) and see that there are attempts; people have made attempts to kick them in and try to get in. My understanding is that some repairs may have been done by the neighbors to try and secure them back up again. That is where it currently stands. There are attempts to get into it; there is graffiti on the roof. Kids, someone has been on the roof. We have tried to take away the avenues for them to get up there; we have cut up the things they were using to try and get up there.

Mr. Centner stated, that brings me back to my initial concern; based on the way the discussion is going and I fully appreciate government and private property but there does not seem to be any short term or reasonably near term solution. The building is already in disrepair and heading more and more for deterioration.

Mayor Dickinson answered, and I would propose first of all a fence won't prevent water and a fire from taking the lead or anything else wherever it is going to go. So the fence does not accomplish that negation. The mitigation that deals with the issue is, the elimination of the building and that really is a question for D.E.P. and EPA. If there is a hazard there that the condition of the building presents a threat to the health of people then that is their function to determine that and make it a project and certainly we can take that back to them and ask again about further remediation there. That is the only way of dealing with the elimination of the hazard if fire should occur.

Mr. Centner stated, I can appreciate that and it is probably the best way to go. I understand it can be time consuming and costly but this thing is not getting better, it is deteriorating further and it is

in a neighborhood. I know Grove Street, they are re-paving part of Grove Street Extension. I am not that familiar with the area but are there storm drains?

Chief Struble answered, yes.

Mr. Centner stated, if there are storm drains, that is of further concern to me because years ago people used to pour motor oil down the storm drains. This is a heavy metal and there is also nickel and remaining copper and things; copper sulfates are poisonous to all other life and is pretty rough on humans. I could not tell you because I was not in the building of what remains. I would prefer to have the latter down but in absence of anything solid, I am still in favor of this motion.

Motion was amended by Mr. Centner to amend Geno's motion to also include the recording of a lien on the land records for the expenditure of the fence, seconded by Mr. Farrell.

Mr. Farrell stated, I concur with what Mr. Centner has to say.....

Atty. Mantzaris interrupted Mr. Farrell to explain that there is no authority for the Town to arbitrarily record a lien for any expenditure. It would have to bring suit against Mr. Goldfeder and show it was necessary and get court to allow the attachment. You just can't do it and I know that we are not going to get service out of Mr. Goldfeder. If you are going to do that, if the Town is going to spend that money you have to figure that the money is not going to get recovered. Even if we were able to record such a lien theoretically, it would follow the tax lien and any other liens that were ahead of it. Practically speaking, you are not going to recover that money. You can make the motion but I don't think there is any chance of recovery or affecting a legitimate lien for the expenditure.

Mr. Centner responded, I don't disagree, however in the business that I run, every contract and every product that I ship, I never know if I am going to get paid. It goes in the receivables and I just finished suing one of my clients and just a few weeks ago got my payment minus legal fees; it is a catastrophe and that's life. It is appropriate, I feel in my mind principally, to put it there. Whether we ever get it or not, may be reality but I felt.....

Atty. Mantzaris explained, I am not trying to convince you to vote one way or another; I am just telling you legally what I think your chances are for recovery.

Mr. Farrell continued, what I was going to suggest was, I concur with what Mr. Parisi and Mr. Centner had to say that, to put up a fence there, to me, would seem to be what we could do temporarily. I think that is what we have an obligation to do. I look at it as analogous to what we do with some abandoned buildings that our Building Department has the power under State

Statute to come in and board up abandoned buildings. I won't speak to whether the ability to board up abandoned buildings includes a fence. To me it seems analogous that we are trying to prevent what the statute has in mind; people entering and getting injured. Yes, children are wrong to go there but we, as adults, sometimes have to prevent them from falling into harm. I will support the amendment.

Mr. Zappala stated, I think this is not a falling fire escape we should be worrying about. I would like to address.....if the Health Department is here, I would like to ask a question. If, under the worse case scenario, if a fire or tornado visited the site, would that create any problems with our wells which provide water to 25% of our residents?

Mary Ann Cherniak Lexius, MPH, RS, Director of Health replied, the existing structure has only been abated for the imminent hazard of the vats and the chemicals that were within the building. The Mayor eluded to the fact that it is kind of a black box; we don't know what else is out there. There has not been a study, a phase I, II and III environmental study to really evaluate what else is in the earth. It is my understanding that there are still a lot of questions. What remains in the earth, for example, under the pavement. I know that they took care of the potential for exposure outside. For example, the rear of the building there is still a large shaker that was off of the buffing room and the function of that unit actually spread nickel, I believe, on the whole back soil. Part of EPA's clean-up was the removal of I believe six inches of soil across the whole rear and replacement of that soil with gravel. That was a surface remediation that where there was a potential for someone walking through there. From my understanding, if there was a fire or tornado or something, what is in the building, itself, is really limited to dust. It seems that EPA did a really excellent clean-up on the interior of the building. The greater risk as you are asking the question about the wells, is still unknown. The full scope of what it would take today to bring that property back to the tax rolls, the study has not been done yet.

Mr. Zappala asked, in your opinion, as Health Director, don't you think that we should know what could happen? We know what happened, what was taken out was not something that we could take lightly but what could happen, which was a worse scenario; don't you think we should know? Shouldn't we find out if there is any hazard that could have been created to our wells?

Ms. Lexius replied, I think, from an environmental standpoint, of course. From a perspective of legally who should be doing that, that seems to be contentious.

Mr. Zappala stated, I think the question of who should be doing it has to be resolved. If the people have abandoned the place and have not paid taxes, they don't care what happens to the place. I feel that maybe it is our responsibility to condemn it and clean it up for the safety of our wells more than anything else. It is our responsibility to do something to protect what we have. Not

only to protect the children from playing at the place but to protect the wells. Because if it does happen later it is going to be very costly.

Ms. Lexius stated, I believe that one of the reasons that EPA in our discussions that we are talking about, historically what happened, one of the reasons EPA was willing to take this clean-up on was the proximity of the public water wells. That brought this job up to the front for them to really take it on and get involved in the clean-up for the risk. I came in in the middle of this conversation. Did you talk much about the SCRIF fund? We have done a lot of communicating back and forth between the Health Department, Fire Department, Mayor's Office, D.E.P.....apparently there is a recently passed legislation that is called SCRIF Fund. The key point as far as eligibility obviously is one of the things you have been talking about; authority of access to the property. Apparently it is not a grant but a loan that is available to anyone other than the polluter; it could be a private concern interested in developing the property, it could be a municipality. This fund pays for that type of environmental study that I mentioned, Phase I, II & III. There are some restrictions but I understand that at least demolition of the structure can also be paid for. I also understand that if after all is said and done and the evaluation of the extent of contamination, cost of clean-up is taken into account, as well as back taxes due, you take that figure and you place it against the actual property value, if the cost to clean-up and back taxes is greater than the value of the property then the loan can be nullified. We just received some more information on this and it seems however the critical point is, you also have to have authority of access to get on the property to do any of these works; the actual monitoring to see what is happening in the earth.

Mr. Zappala stated, I understand perfectly that we don't have legal authority to the property. That responsibility lies with the legal department, to make sure that we do have the legal authority to get onto it because, after all, the owner has no interest in the property, he is not paying taxes on it and I think the legal department should act on it to make sure we have the legal authority to do what we have to do to clean the area. It is not something to take lightly and I don't think a fence is going to do anything. Fences are made to be knocked down, fences are made to make holes in it and it will not protect what will happen....not knowing what is inside what risk the Town would be taking. I suggest.....the fence, fine, but I suggest that the legal department take action to do whatever it takes to condemn so we will have the right to clean the area. It is something we have to do. Mr. Parisi asked, have you contacted D.E.P. or EPA about this?

Lexius replied, I think someone is here from D.E.P. in the audience. We met on the site on the ninth of July, a Friday and someone from D.E.P. met us down there. Mr. Struble was there, myself, Representative Mary Fritz was there and.....

Mr. Parisi asked, what was the outcome of that?

Ms. Lexius stated, we met to survey the site, much like some others on the Council had taken a drive out to look at what is happening out there and see how obvious the entry was. That was the day that we did see a makeshift ladder to the roof and that was the day the Fire Department had come to destroy it. The agreement was, at that point, to see what avenues were out there and available and that is when we learned of the SCRIF Fund.

Mr. Knight stated, the questions I have primarily deal with trying to bridge the gap between what everyone wants, which is public safety and the safety of the people living in the neighborhood, the safety of the wells and the question of liability. We hear a lot about that and it seems that sometimes we consider that an attempt to walk away from a public problem and I don't believe it is; especially in this case. We have all seen situations develop where we think, "what the heck, there is only this little bit of...this little small barrel there. All we have to do is go in and grab that and we are out of there." Well, the next thing you know, you are digging up Love Canal II. I think that is something that the Mayor is trying to elude to, that....and you used the term "black box"; we don't know what is inside the box. The EPA may have gone in there and D.E.P. and they may have done good work but if we go in there on our own and initiate, in good faith and with good intentions, an examination of that property, we could be biting off millions and millions of dollars in remediation. Everyone is aware of that. My statement is leading up to a couple of questions I have. I am interested in finding out, what coordination we might be able to start to get the state involved. The state, to no one's surprise has big programs and deeper pockets; the feds have bigger programs and deeper pockets than the state.

They are capable of taking on a "black box" like that because they have behind them billions of dollars of resources where the Town is exposed and does not. Rep. Fritz, what response have you gotten from Mr. Stahl, your letter or almost three months ago?

Representative Mary Fritz, Grove Street, Yalesville replied, I have with me Tony Bobowicz who was assigned by James Stahl to deal with this problem and he was also the person from D.E.P. who walked the site on the night in July with us. He also was the person who explained to us carefully about what is known as the Special Contaminated Properties Remediation and Insurance Fund, commonly known as SCRIF. What he is able to do is, because as we do know right now, there is \$105,000 in abeyance in terms of tax revenue on that property, what this fund is....significant in terms of is that they do investigation, remediation and demolition. When we walked the site and it wasn't only one ladder that went up to the roof, it was a pile of makeshift ladders that they had ready for the next adventure. As you may or may not know the Fire Department did come and cut everything up that day. There is a great deal of evidence of parties in the area; the young people come down from Chimney Sweep. Weatherside (Drive) has a lot of young people; Buttonwood has a lot of young people; Chimney Hill; down in the lower section and it is a partying place. Our concern that day was, if any one person were to fall through that

roof, how would we all feel? And that is when we talked about how can we protect the site and the SCRIF Fund. It does allow for demolition, it would be a loan but since there would be no tax revenue available in terms of the ownership of the property, they could not go back to the Town to get the money to replace the funds used from SCRIF. Since there is so much money owed on the property, the Town would have no fiscal responsibility under the SCRIF fund to pay back for any kind of remediation work that was done on that property under SCRIF if the Town asked for it. Because it is an application process, I have an application with me. I guess you would have to fence it first as an interim measure. I don't think it is the appropriate way to go in the long haul because it only becomes another challenge to the young people. The SCRIF fund is there. I sent the whole packet on it to Senator Dodd's office today. I have also learned from our research people that under brownfield's federal legislation they are able to do demolition and as previously stated, the federal government has deeper pockets than the SCRIF fund. In the interim there has to be interim measures taken because of the children in the area. I would not want one child in the area to be hurt because we could not assume the responsibility of fencing in the property to protect those children. It is posted and it has not stopped them to date.

Mr. Knight asked, did you get a response from the Assistant Director of D.E.P?

Representative Fritz responded, Mr. Stahl sent him (Mr. Bobowicz).

Mr. Knight asked, was there any written response?

Mr. Bobowicz answered, no. The SCRIF Fund is set up so that you can investigate the "black box" without taking possession of the property. You do not have to own the property, the Town does not have to grab the property to do the investigation. It allows for that investigation to be done prior to taking ownership. Essentially, you do not walk in, take ownership and get stuck with all the liabilities that are there. That is what the fund does. Rep. Fritz said it does remediation; it doesn't really do remediation, it does the Phase I, II & III investigation. It does allow for demolitions of buildings and removal of that debris if it turns out that there are other contaminants during the investigation, ground water or soil contaminants that were not found in the initial removal....remember EPA did the removal based on this being an industrial site. They cannot say that the site is going to become residential even though it is in a residential area. They had to base their removal on the industrial site that it was, that is why it gives a 500 or less than 500 (ppm) level.

Mr. Knight asked, if I understand you correctly, this legislation protects the community from the assumption of a complete clean-up. If it does that, is there....and it is discovered that this is red hot and very dangerous or what ever the case may be, what is the next step? Now, we get into a real pickle when we find out something that we really didn't want to know and that there is \$5 million

worth of remediation to be done. Is there something linking that with some responsibility on the part of D.E.P. that, having been made aware that expensive remediation must take place, that that remediation, that liability and financial liability of that remediation will be assumed by the state?

Mr. Bobowicz replied, it will not be assumed by the state but by the federal government. At the moment this site is also being, was investigated under a preliminary assessment site investigation besides. There are further steps in the Superfund to determine what the existing and potential contaminants are on the site. I do know in time EPA will be back out there to do what is called a site investigation prioritization but to understand, you want to take care of this problem immediately and not have someone get hurt at that building. They will get to it, but again, we are talking in Connecticut alone, there is probably 3,000 - 4,000 sites. You care about Wallingford; you want to take care of Wallingford. That is why this SCRIF fund is here, it allows you to investigate and if you have a major problem, come back to EPA and tell them this is a very hot site. I think you would want to know if it is a hot site. You don't want to cover your ears and eyes and say, "no, we don't want to know that it is a bad site". I think you would want to know if it is a bad site and if it is, you would want to get EPA to move quicker on it and EPA would. At the moment they are under the belief that this site is taken care of on an industrial level. If you do a Phase I, II & III investigation under SCRIF, it will let you know what you have in your "black box". The "black box" is no longer a "black box", it is open and everybody knows what is in there. They know whether you should go forward and clean up the site or whether it even needs clean up or what the site can be used for.

Mr. Knight asked, given the remediation that has been done and the report that dealt with...and you probably committed close to memory, what is your assessment of the remediation work that has been done to date? I understand what you mean when you say this is an industrial site and there are certain levels that you have to meet and those are the levels the EPA met and that funding, liability for a remediation would be limited to bringing that site down to a clean brownfield industrial site, am I correct on it?

Mr. Bobowicz answered, that is what they brought it down to, an industrial site level. But like any industrial site, if you have an industrial site in downtown Wallingford and you have people working at it and you know what is going on it. This is an abandoned site; this is a situation where they brought it to that level as far as they know. They will, in time get to it under the Superfund but because of the numbers they will not move quickly on it, they will not. They have done immediate, imminent removal; that has been accomplished. The SCRIF fund is allowing the Town the option of putting the land into use again without cost or liability if there is a problem there.

Mr. Zandri repeated his motion to make sure everyone is clear on it. He stated that he is calling for the installation of a chain link fence with a security top and that he wants to pursue what ever funding is available to eliminate any remaining hazardous material from the site to include the removal of the buildings. He felt that the motion was broad enough to encompass what ever recommendations are made by Mr. Bobowicz and Rep. Fritz as well. It is covered as far as the motion is concerned, it is a matter of whether or not the Council wants to pursue it or not. Everyone is talking about legal authority on this site but we have an obligation here to protect the health and welfare of the public. It is our responsibility to do that. I visited that site and with regards to the comments that the water will take the lead only so far with it, the property has an uphill driveway, asphalted from the street all the way up to the building. If water traveled down to that asphalt, it is going down to the road and into the storm sewers. That is what I am concerned about. This is a "hot box" as far as I am concerned. We should move on this.

Mr. Rys stated, the way you presented your motion, is it possible to break that motion down? I am not convinced on the chain link fence but I am interested in pursuing the avenue that D.E.P. suggested. I don't want to vote against it (the motion) because I don't agree with half of it.

Mr. Parisi asked, are you saying is, all we have to do is start the application process, Rep. Fritz? You have applications with you?

Rep. Fritz replied, yes. I can't guarantee you that the money is going to be there. I will, of course, lobby for it as I.....but it is a fund and as you well can imagine there are lots of applications for these. It is done under the Department of Economic and Community Development. It used to be in D.E.P. but has been moved over to that department because as you can imagine they are looking for reclamation of sites so they can return them to tax rolls for commercial or industrial development.

That was another reason why I pursued Senator Dodd's Office and asked them to go to the EPA because I understand that under brownfields there is also an area where they can do demolition in certain cases when there is a threat to public health or a hazard to public safety. I would submit to you, knowing we have a dry season this year but there have been instances in the past, as you well recall, where we have had very, very heavy rainfall. We have a weak roof and rain coming in and out of that building. It is not only leachate in the case of a fire that would bring this lead into the storm sewer to those wells. But I submit to you that a very heavy rainfall would be a source of contamination to those wells.

Mr. Parisi asked, how long do you envision the application process taking?

Mr. Bobowicz replied, the first application would be acted upon within thirty days of submittal. There is a step process; initial submittal, formal submittal; the first submittal gets acted upon, it is basically dotting your i's and making sure this is a site that really belongs in this fund. After that it is much more thorough to find out whether this is, again, a further investigation. The first submittal the D.E.C.D. will turn around in thirty days. I have spoken to Marie McGuinness just this morning about that and they said that they are turning the submittals around in less than that.

Mr. Parisi asked, is there any reason why we wouldn't submit this application as quickly as we can?

Mayor Dickinson replied, I have got to understand a little bit more about the process. As I understand it, none of the funds in this program are for remediation of the site; it is only inquiry as to what might be there.

Mr. Bobowicz answered, that is correct.

Mayor Dickinson continued, at the point that it is discovered that there is a need to remove, at that point is it then an application to EPA?

Mr. Bobowicz answered, not necessarily. You have to realize the level of your final Phase III to determine whether there is a removal or what kind of remediation clean up is needed. The phase approach is such that you determine the dollar amount so you know, at the Town level, whether this is worth the clean up or not; whether it should be done by the federal government, the state or the town, themselves, can handle it and then recoup it in selling the property again. If the property is such that remediation is more expensive than what the Town would get in costs, the loan is null; you don't have to pay....the Commissioner has the authority to say that you do not have to pay this loan back based on cost.

Mayor Dickinson asked, but what about the cost of remediation? At what point does that get handled? It could be any amount of money. We know there are two capped tanks there with some substance in them.

Mr. Bobowicz answered, actually, the tanks have been clear, it is gone. The tanks are there but what was in them have been removed.

Mayor Dickinson stated, there is some difference of opinion on the part of the Fire Department.

Mr. Struble stated, you can probably point out to me where that is; I have not been able to nail down what they have taken out of there. The only reference I find is the pH.

Mr. Bobowicz stated, I think the tanks that are remaining are the tanks that are for the septic system. Those have been cleaned out. It turned out to be septic water essentially and it was cleaned out.

Mayor Dickinson stated, this an economic development program at this point. It is industrial property but given the location it is unlikely that it would be of great value for industrial purposes. Ongoing, it is more typically a residential area. How dose that fit in with the program?

Mr. Bobowicz answered, it is not restricted to just commercial or industrial uses. Say a developer wanted to come in and put in homes on the site.

Mayor Dickinson asked, with EPA, what is their condition for coming in and cleaning up the property. Let's assume it is a high cost; what is their condition for saying it is a federal project?

Mr. Bobowicz replied, it would move into a Superfund phase. It is now circled with the investigation having been done up to a site investigation. It will move forward at a slow pace because they have made removals first; they took care of the imminent dangers. EPA will, in time, come to a point where they will investigate it and decide whether they feel there is sufficient contaminants there to warrant making this a Superfund site. A Love Canal is a Superfund site.

Mayor Dickinson asked, what is the threshold? Is there a threshold dollar figure?

Mr. Bobowicz replied, the threshold is not based on dollars, it is based on contamination level. It is based on a scoring sequence of examining groundwater wells in the area, private and public; environmental concerns, endangered species, use of service, schools or day care facilities in the area; all these things are taken into account with their scoring. If it scores above the threshold they do not look at the dollars but the threshold level of contamination. Both potential and actual contamination are included in that score. I can tell you definitely that actual contamination pushes the score right up; it moves quicker than potential contamination.

Atty. Mantzaris stated, the SCRIF fund is available for payment of Phase II & Phase III.

Mr. Bobowicz answered, you already have a Phase I essentially in what has been done already on the site in the investigations that have been performed.

Mr. Rys asked again, can the motion be split into two?

Mr. Zandri replied, I feel very strongly about the motion as it stands and I am not going to change it.

Mr. Knight asked, if we were to discover this to be a hot site it would then be evaluated and scored or ranked as to how quickly funding may be provided by EPA to clean up the site?

Mr. Bobowicz answered, yes but you have to realize; similar to the removal that was done prior in 1995 from March through August, if we discovered that same situation, we could move much faster than if we were at a point where we have something else, we have a problem, it is over the threshold but it is not at the point of imminent danger. If we determine, through this investigation, that there is an imminent danger EPA will move much faster on it; they can again come back on a removal action. If it is not imminent danger they will move through the Superfund site. Understand that with the Superfund, on the surface, the process is much slower.

Mr. Knight stated, Superfund does not mean superfast. Once the site has been investigated and contamination found, certainly there is going to be a great deal of concern on everyone's part that this should be taken care of as soon as possible and you are telling me that there are ways to move this forward in your office?

Mr. Bobowicz replied, specifically D.E.P., yes there are ways to move it if it is an imminent danger. We don't know that at the moment. There would be a way to move it much faster. Remember everything comes to a threshold; the threshold that it is a contaminated site; the threshold that there is hazardous waste on site, the threshold that it is an imminent danger to the public and the environment.

Mr. Knight asked, getting to that step, then if the Town, rather than wait what could be an indeterminable months or years to move yourself up to the top of the pile of applications. Is there a mechanism by which the Town could perform the remediation, pay for it and be assured reimbursement?

Mr. Bobowicz replied, to be assured? I don't believe so. There are programs being initiated at this moment. But the brownfields program is coming into a second phase. The initial phase was for investigation only. The new brownfield revolving fund program is for remediation. It is based on remediation of small sites. Essentially, they are looking at sites like this where money is not available for small developers. They are not about to turn brownfields remediation funds to Amoco or some large corporation. What they are looking to do is have small sites cleaned up. That is what the revolving fund on the brownfields deals with, and that is on remediation. Like every grant, program, loan, it has to be applied for; you don't get it just for walking in the door.

Mr. Renda asked, do you know if there is any legislation that was passed or coming forth that deals with these people who come into our towns and state, open up shop, make millions, contaminate the property, walk away from it with their millions and now it is up to the Town...it is going to cost the Town or the state. Isn't there a way we could impound or go after their assets, even take their homes and put them in jail or make them pay \$1,000 a day until they clean their act up?

Rep. Fritz answered, I do believe there is.....when you get into contaminated sites, there is a program that is administered by D.E.P. whereby they reach back until they find the person who was the original contaminator and they make them pay for the clean up. But, unfortunately, in the Goldfeder situation the reason why the family walked away from the property was because they were bankrupt and I am assuming that they could not be considered a deep pocket. Under bankruptcy law they are held harmless, unfortunately.

Mr. Renda asked, is there a way that businesses in Connecticut, when they open up their business, they should take an insurance policy out that if these problems happen and they go bankrupt, they can go after their insurance?

Rep. Fritz stated, I think that is another issue.

Mr. Renda stated, we see it not only in Wallingford but all over the country; people come in, walk away and file bankruptcy. The towns get stuck paying for it and it is taxpayer's dollars.

Rep. Fritz stated, but bankruptcy laws are derived and developed by federal government as opposed to the state and we just have to comply with them. We have had sites in Wallingford though that have been reclaimed and contaminators did have to pay for the clean up of the site when the second party bought the property. The first party who contaminated, even though they had gone to California, that corporation ended up paying for the clean up through the auspices of D.E.P. who tracked them down and made them pay.

Mr. Parisi asked, Atty. Mantzaris, you said it would not be legal for the Town to go on the property with the fence?

Atty. Mantzaris answered, the application requires that we, I think it requires that we get legal access to enter the property, am I right about that?

Mr. Bobowicz answered, I believe you have legal access based on the potential for a hazardous situation existing.

Atty. Mantzaris responded, I am not sure about that. I would have to know the statute that would allow it, I don't know it right now.

Rep. Fritz stated, I am not sure what section but I think under the statute pertaining to blight, the one we developed maybe three years ago, under blight and under abandonment, the towns have the ability to go onto properties. In fact, in the big cities you can see it happening all the time, Bridgeport to Hartford. They have been under these statutes, been able to destroy properties and reclaim the properties because they have been considered a health hazard because they are actually where they can come drug dens and hangouts for gangs, etc., because they are abandoned buildings. We know that is not going to happen in Wallingford however, this statute has given the cities the ability to do this so I assume that, under those sections of the statute, this is something that would be allowable and I would be happy to look that up for you and get it to you.

Mr. Parisi stated, I would like to do something on this. I think this is certainly a situation that requires action. My one concern is, that we be sure that what we do is legitimate. I would not want to make a foolish mistake because we did not take the time to check this out. No one seems to be 100% sure of what our rights are in this situation, quite frankly. That is my only concern. If someone could say to me flat out, "you have the right to do the fence" for example, fine, I don't have a problem but right now I am not hearing that.

Mayor Dickinson asked, do we have a copy of Phase I?

Ms. Lexius replied, I believe that is what we have in the record from the initial investigation.

Mayor Dickinson stated, it requires that and it also requires the amount requested. We have to bid Phase II & III and then put the amounts in here that we are requesting?

Mr. Bobowicz explained, you would bring in an environmental specialist who will tell you what it will cost to do Phase II & III. He is not going to charge you, he will tell you how much it is going to cost.

Mayor Dickinson stated, we will have to go through a public bidding process to know how much to request under this application, is that correct? The application requires eligible activities proposed, amount requested; Phase II; Phase III; demolition; asbestos, lead removal and you are supposed to fill in the amount requested for those. We have no way of knowing how much we are requesting without getting prices. I am assuming this is the way you fill this out.

Rep. Fritz replied, Mayor, it is not a bid process. It is when you have, as Tony explained, is when you have the environmental analyst come in who can tell you, "this is the amount of money that

will be required to do such and such and so" that is what it is and that is what you would request. It is not a bid process, you are requesting from the Governor.

Mayor Dickinson answered, I realize it is not a bid process but we would have to have that information to submit the application, correct? So we would have to generate some estimate as to what these factors would cost. I am just looking at what our process would have to be in order to comply with the requirements here.

Mr. Bobowicz replied, that is correct, you would have to come up with some sort of estimate as to what your Phase II & III are going to cost.

Sean McNamee, 132 Grove Street Extension stated, I am an abutting property owner and luckily I did not have enough money to pursue the issue but I attempted to buy this property about five years ago because I thought it was a good idea to get rid of that building. Ben York, who is mentioned a couple of times in that report, happens to be a very good friend and tax client of mine. He works for the D.E.P. Hazmat. Hazmat was at that property when the truck fell into the holding tank. Those key people are all tax clients of mine. I spoke with them extensively on this property. One of the first things they kept telling me was one of the most important things to do was "don't disturb the soil", "no matter what else you do, don't disturb the soil." What they were trying to say was, if we leave it all alone and it stays there, eventually time will take care of it. You are talking about digging a fence, you will put a hole in the ground. I will ask the D.E.P. representative, if we dig a hole, will that disturb the soil enough to cause anything to move?

Mr. Bobowicz answered off microphone, it may....(could not determine the remainder of his comments).

Mr. McNamee stated, the big thing they also said was, the EPA did not want to rip down that building because of their concerns over what was in the walls. They know a little bit more than they do, I think. They know what was in those walls. I think, at the time that building was secure enough where we didn't need to use EPA. Now that building has become deteriorated and I am wondering if we can force them to remove the building like we had them do with the holding tanks. As far as taking title to the property, this is what scares me more than anything else, can we, if we find out there is a major problem, rip that building down without taking any responsibility to the property? The big concern I have with that is, in 1965 the Town of Wallingford cited Mr. Goldfeder for dumping chemicals into a lagoon out back. I was told that he was cited once more.....

Atty. Mantzaris answered, I know of no procedure to do that (rip down the building) without taking title or without having permission of the owner to do that.

Mr. McNamee asked, if we got on that property and put up a fence, would that show that we are taking some sort of responsibility for that property which might hold us liable?

Atty. Mantzaris answered, I don't think so.

Mr. McNamee stated, I was told that at one point Mr. Goldfeder was a very ingenious man. After he was cited for dumping into a lagoon out back, he put a couple of nice holding tanks in his property, in the building I am not sure. He then attached overflow valves to the top of the holding tanks and leached that out of his building. I would not want to be the one to venture a guess but I think Oak Street might have something to do with that. If we took or the Town was forced to take title or get involved with that, couldn't Meriden come back at us for the damage that was done in the woods right there? That is my next fear. When you are talking about opening a can of worms....we start at Goldfeder's and go to Oak Street well, that is about a mile and one-half.

Everyone in that leaching field might have a claim and we cannot afford that. The big thing we want to do is get rid of that building and cap that property some how. My next question is to Mr. Struble, because now I am a concerned property owner here. If that building caught on fire, would you put it out?

Chief Struble answered, it is a question that I don't like to answer in a public forum. We would protect properties that have value and make a risk assessment and that risk assessment would include run-off.

Mr. McNamee stated, but if I am choking to death from the fumes that are coming off of that building, I am no longer interested in the value of my property, I am dead. That is my biggest concern more than the fence or anything else. You can put up a fence but you are not going to put the fire out.

Mr. Parisi answered, I don't think that is going to occur.

Mr. McNamee asked, would you write a note to my insurance company and tell them that? My biggest concern....

Mr. Parisi stated, the reason I make that statement is, the greater majority of the buildings that belonged to the International Silver Company that were in business far longer than Goldfeder, today are condominiums.

Mr. McNamee stated, but they were brick. Goldfeder's is a wood building.

Mr. Parisi argued, they were brick outside but they were wood inside.

Mr. McNamee stated, Goldfeder's building is a wood building. I go by it everyday. I know the kids are in there partying, I see the beer cans out there. I see the wheel marks from cars going in and out of there and I know we used to go in there, on occasion. And I did notice that we had a very quiet neighborhood until Mary Fritz wrote to someone because that street has been a zoo the last three weeks. However, if that building caught on fire, we have had a very, very dry summer and that building is deteriorated anyway, it is dry rotted. The kids are in there every day we know that even though we don't want to admit it. One of those kids, come September when it got cold, would have lit a fire and that building would have caught on fire. Will our properties be in danger because we are afraid to contaminate 25% of our town? That is the only reason why we would be forced to move forward much quicker and maybe get the EPA involved to take this off of our hands.

Chief Struble answered, I feel comfortable that we could protect any properties around the Goldfeder's building if there was a catastrophic event there such as a fire. We would prevent it from spreading to any properties. As far as the smoke is concerned, like any building when it burns, we evaluate what we believe is burning and a lot of time what it comes down to is, telling residents not to come outside; stay in; stay out of the smoke until the fire is over. From a tactical standpoint, I am confident that we would be able to protect the property.

Mr. McNamee stated, the only thing between me and Goldfeder's is woods. Those are big trees and my fear is, would we want to put out the trees...keep in mind there is a lot of wetland in there that is going to lead right to my house.

Chief Struble answered, it is not a difficult building to protect the surrounding exposures. There are far more difficult buildings that we have dealt.....

Mr. McNamee asked, in the upper right hand corner facing the front of the building, in the back, is where Mr. Goldfeder had his lagoon. That borders a piece of vacant land which is all woods and the front borders my property. It all swales down into a ravine and then I have a culvert that goes down to take the water away from my house. That area is where he was dumping his stuff. Once a fire were to start, if a fire were to start, if you start putting water on those trees, is that going to effect the run-off that would be a concern for you?

Chief Struble answered, that is live vegetation in there and that building is not going to present an exposure problem that is going to transmit through the trees to another piece of property. We would simply take a stand and protect the properties. Regarding the lagoons, from what we know there and what is in the EPA report, they did identify where the lagoons were and we were able to

track back through the citations that were issued by the Water Division that I believe the lagoons were removed. They did talk to Mr. Goldfeder and they believe the lagoons were cleaned up back in the 1970s. To answer your direct question, I don't have any concerns that we could not stop the fire from moving off the property if there was a fire there. We could do that with a minimal amount of water.

Mr. McNamee asked, does the State of Connecticut have some way of performing a deep boring without disturbing the soil?

Mr. Bobowicz answered there are contractors available and there are ways using what is called a geoprobe, a pressing pneumatic drill. You are not drilling in, you are just pressing an empty tube into the soil and grabbing out an specific amount of soil. They take that above the surface, open it up, take the soil and put it into some type of sampling bottle and ship it off to be identified; to find out if anything is there. That is the process; it does not have to disturb such as a fence where you have to put a large auger in to turn up the dirt and dig a much bigger hole.

Mr. McNamee stated, the building has got to go; we have to get rid of the building and not touch that soil as much as possible, otherwise we lose a lot of money.

Kathy Romania, 126 Grove Street Extension stated, I live directly across the street and am the one who calls the police department every time there are children in the building. There was an occasion in the beginning of May which led me to write a letter to the editor on May 7th. There were three children on bicycles going through the building, riding their bicycles, climbing on the roof. Two hours later the police came and the children were gone. I work with children on a medical level and lead is a very silent injurer. It hurts children after a while of exposure and it doesn't come out until a while has passed. The parents didn't know that their children were exposed for two hours; that didn't matter because the kids came back another day. It took the police an hour and one-half to arrive this time after the kids were riding their bikes through the building. We put the boards on the windows, we called the police, we are the ones who are concerned because these are teenagers who don't live on our street that are in this building and their parents don't know that they are exposed to lead. My biggest concern is, if you put up a fence, they are going to get through it. They have taken big spikes that we have put through boards in 2X4's on windows ourselves and they have taken them down and rode their bikes through there. There are signs, they read, it does not matter to them, it is fun. The building does need to come down. It was because they re-paved our road and re-did the road they found the vat full of contamination. It was because the neighbors called for an investigation. This has been sitting this way for a long time. Reports have gone through the town and no action was taken. All of a sudden I write a letter to the editor and there are a lot of people interested and I am very happy for that but this needs to be taken care of, not pushed away, no

worrying about liability because someone will come after the Town of Wallingford when someone does get hurt and then what are you going to say to those parents? "I am sorry, it is not my responsibility, someone else owns the property" even though you knew that this was going on. That is all I have to say.

Andrew Kapi, 6 Deme Road stated, I think everyone here has the intention of trying to do something to deal with the situation if only they were absolutely sure about what it is to do. The arguments that we hear tonight which tend to undermine the potential effectiveness of this approach that Mary Fritz is outlining, appear to be wrong-headed and stubborn. It is the equivalent of being my age and not wanting to go to the doctor to have my check-up. We need to know what is there and if it turns out to be something that we have to deal with, do it under the strictures of the fund and the legislation that she is referring to and hopefully call in the Superfunds at the appropriate time. We live in neighborhoods and neighborhoods have a right to expect that the Town accept some responsibility for their well-being and, if need be, the risk of some potential liability at some point while charting a prudent course to avoid that when possible. We need to take that risk at this point in time. WE have a tendency in this town lately to create a legal argument and put a tourniquet around a neighborhood that has a potential liability like Seiter Hill or wherever. We don't need to keep doing this. We build a sense of community when we look out for the other guy occasionally and say, "you know what?, we need to take a risk for those people" and I believe that is the case here. To walk away from this tonight and say not to do any of these measures because we are not sure of the outcome and where that final outcome will take us, is a violation of responsibility of government. If a child or teenager comes down with lead sickness...by the logical extension of the argument to do nothing we should jump up and say, "hey, it is not our liability", we don't want to say that. We have to do something in the short term. We can debate whether the fence is the best measure; I would argue that the fence is some measure to keep the young people out and is necessary in the short term whether it is perfect or not. In the long term we should go the way Mary Fritz is indicating. To do otherwise is utterly irresponsible.

Reginald Knight, 21 Audette Drive explained to the Council the process which takes place in a plating shop. In the years past, the methods used were a lot more crude and half of the equipment did not function properly. At the end of the day your clothes, hair and skin reeked of the chemicals used in the process. The walls of the building; particularly the bricks, soaked it up like a sponge. If this place catches on fire and you start hosing it down, you are going to have problems. One place I worked for, we had to clean up an area that was about half the size of a football field to a depth of about 6-10 feet to take the soil out. We have to do something. The potential goes beyond the building, itself. It seeps. It is no good just taking the barrels out and taking the tanks out, it gets into everything. It is sucked up by everything around it and goes to great depths. OSHA wasn't too fussy, even in my time, as to how things were disposed of. Even if you disassembled the building, brick by brick, even the wood, it would have to be done by

special people and taken away to a special place. It will be an expensive endeavor and if there is any way to get federal or state funds to do it.....if a policeman had probable cause, he would go into a house even if though normally you are not allowed to enter someone's house. There must be some ruling that allows people to take a building which is suspicious of being a danger to the community. I would hate to think of a fire or of run-off and I wouldn't just consider the first six inches of soil. Go ten feet if you have to with a borer and see what you have. That stuff can be getting into our wells and contaminating.....if you know the damage that lead does to the human brain, then you would not want it on your conscious. I think it is a good idea to have the fence but also a good idea to go through these processes to see if we can get federal and/or state funds to clean this place up. Could we even ask the man if we may enter the property and check it out? Has anyone thought of that instead of barging in? Why not just ask the man?

Mayor Dickinson answered, I stated earlier that we were endeavoring to get an address for Mr. Goldfeder and to at least alert him of this issue and discover what permissions we can obtain if permission is necessary. It has been represented that we don't need permission but that is a question that has to be resolved.

Reginald Knight asked, do you mean the man has disappeared?

Mayor Dickinson replied, there was an address. I believe he was contacted back in 1995. Whether he is still available at the same address or elsewhere, I don't know.

Reginald Knight reiterated that he liked the idea of the fence with a top on it and urged the Council to pursue what ever funding is available to clean the property thoroughly.

Pasquale Melillo, 15 Haller Place, Yalesville stated, the fact is, we have become prisoners of our laws at the federal, state and local levels. Why isn't O.S.H.A. involved in this matter?

Mr. Parisi answered, this is not an O.S.H.A. matter, there are no employees there now.

Mr. Melillo asked if there was a lien on the property?

Mr. Parisi answered, yes.

Mr. Melillo asked, how many years has it been that the property taxes have not been paid?

Mr. Parisi answered, ten years going on eleven.

Mr. Melillo asked, what would happen if the average property owner decided to go ten years without paying their property taxes?

Mr. Parisi replied, the man went out of business; he filed bankruptcy, he is broke; he walked away. That is a very different scenario than what you are talking about.

Mr. Melillo stated, but from what I understand, he is still the legal owner. How can he still be the legal owner?

Mr. Parisi answered, because we have not foreclosed on the building and we don't plan to. With the lien on it, when he tries to sell the building, we will collect our money. That is the purpose of the lien.

Mr. Melillo stated, it makes sense to apply for the funding that the D.E.P. representative explained to us. We should make a deep effort to contact the federal government on this matter. We should contact Rosa DeLauro's Office to make a concerted effort on this matter. I think Mr. Zandri's suggestion should be carried out.

Mr. Lube, 15 Montowese Trail stated, I am embarrassed to hear this conversation tonight because I am embarrassed to be so ignorant to such things that are going on in my town, our town. I would like to thank Mary Fritz, our representative, for bringing this to everyone's attention. I am regretful that the very interesting conversation between Mr. Bobowicz and our Mayor was not transpiring five years ago. It is long overdue and I think a lot of the fears about tackling this subject have been responsible for this being pushed into the background. I agree with those who have spoken before, we have to take the bull by the horns and do what ever is necessary. I think there is sufficient legislation available in the state and Washington, D.C. to relieve us of the extraordinary expense that we seem to be fearful of. Hopefully, that won't be necessary and there will be a very minor problem and if there is, we should accept that responsibility and do it. We have to clean the site up for the neighborhood, for the town and for the 25% of this town who are depending on those community wells. When we are making a list of the schools and every other reason why this should be earning points towards remediation, those community wells should be right on the top of the list. It is a very important subject and Geno bringing it up and Mary's suggestion is a very smart move. Let's put partisanship aside and follow through on this.

Mr. Parisi stated, we want to be fair in our assessment in recognizing that this was cleaned up once already in 1995. It was done to the satisfaction of the departments that were in charge of that and that has been brought forth.

Mr. Lube added, one of the things that I did not mention was, there was some very conspicuous names missing from the visitations to that property over the past year.

Mr. Parisi answered, maybe people weren't invited, Mr. Lube.

Mr. Lube replied, I am sure they were.

Mr. Parisi answered, I am sure they were not.

Frank Wasilewski, 57 N. Orchard Street stated, I am glad that Mr. Lube brought up the wells. Before all of this is cleaned up, I think you should be checking how far this is seeping down into our wells. That is the most-important thing. If we lose that 25% of water we are going to be in bad shape. I don't know how far this site is from the wells now....does anyone know?

Chief Struble answered, it is in the aquifer.

Mr. Wasilewski asked, once that seeps into the aquifer, I don't know how many years this factory has been here but it has been seeping in for as long as that factory has been there and I think it is getting closer and closer to the wells. We had problems with the wells, we had a hard time clearing it up and I don't want to see those wells get contaminated again. You should be working backwards I think; coming from the wells, go back up the hill and see where the contaminants are still coming down from the wetlands. I think once you get it cleared up, maybe we can use it as open space but take care of the wells. You can get rid of the contaminants up there right now but you don't know how far down they have gone. The only way to find out is to check the soil out going down hill.

Mr. Parisi stated, we ought to be worried about the site of the former Meriden dump, too. Because that is in closer proximity to that well.

Mr. Zandri stated, I still feel very strongly about the fence but Sean McNamee brought up a good point about digging for posts so my recommendation is.....I feel that when there is a will there is a way and if you notice when you came to the Town Hall tonight there are huge cement blocks in the back of the parking lot. Those cement blocks can be positioned around that complex and the fence posts can be mounted to the blocks and the fence could be put up. There are ways to accomplish what you want to get accomplished, not necessarily the traditional way, you just have to use a little common sense. I still think the fence is feasible, it is just a matter of which way you do it.

Mr. Melillo asked the Mayor to explain his statement earlier that there is "access to other authorities".

Mayor Dickinson was not sure what Mr. Melillo was referring to and stated, the first step here, if we feel the building is deteriorating and there is an imminent hazard I think EPA should be on record as to why they do not consider this a place for re-visiting. Assuming at that point they say no for what ever reason, we can look at the application here even though it is with the Economic Development Office which is aimed at putting the property back into economic use which raises a lot of other questions. It may not be a simple process, they request a great deal of information. It is an environmental issue, EPA was on the property, performed mitigation of hazards and we are now hearing that those hazards are now imminent again; the building is deteriorating. I would like to hear from EPA as to why this is not an appropriate site for further mitigation or remediation.

Mr. Melillo stated, this should be a team effort; do not involve politics. When it comes to public safety we do not want any politics involved. Let's make sure we all understand that.

Mr. Parisi asked that the amendment be read into the record.

Town Council Secretary, Kathryn Zandri stated that the amendment stated that the fence with security top be accomplished and that a lien be placed on the property to recover the cost of the fence.

Mr. Parisi asked Corporation Counselor if he stated earlier that the Council could not execute the lien?

Atty. Mantzaris replied, I know of no way to arbitrarily place a lien on that property or anyone's property for the cost of the fence or for any other work we may want to do.

Mr. Rys asked the Mayor, does the Council have the authority to recommend that a fence be placed on this property?

Mayor Dickinson answered, you have the authority to recommend or suggest anything but you have heard my concerns about it and I think there are other more appropriate actions that can be taken. There certainly is the authority.

Mr. Parisi asked, how long do you expect this process to take, Mayor?

Mayor Dickinson answered, I would hope that the contact with EPA could be accomplished in a fairly short period of time. Getting an answer back may not be immediate but I think we can get

an answer back....I think the application process for the loan indicated, looks to me to be fairly lengthy. We need, in order to file that application at least the second stage of it, elevation reports from licensed architects, a plan regarding re-development, a lot of detailed.....two sets of estimates, a break down of every phase of the inquiry, the environmental inquiry and they have a column as far as SCRIF share and applicant share. I don't know what the applicant's share is, maybe it is the tax lien. I don't know; it is a fairly detailed application. Understandably, this is oriented to economic development; it is not an environmental clean up. They are going to want to know what the overall plan is for the property following what ever the remediation is. The environmental side of it, I think is perhaps....if there is a way of convincing EPA that it is an imminent hazard that, to me, might be the quicker way of getting.....

Mr. Parisi stated, rather than go through a period of sixty, ninety, one hundred twenty days, what ever, is it possible for us to at least block this property off, seeing that the Town Attorney said, if we did that we would not be assuming ownership?

Mayor Dickinson asked, block the driveway? Blocking the property would be nearly impossible.

Mr. Parisi asked Mr. Zandri, what are you proposing, the immediate area of the building?

Mr. Zandri answered, I am proposing to fence at least around the building, some distance away so it will prevent access to the building from the youngsters in the neighborhood. Obviously, the more land you can encompass by the fence, the better off we will be because we still don't know what contaminants could potentially be in the soil. I would like to see the whole thing done.

Mr. Parisi stated, I don't know how big the property is, what the cost would be and what we would accomplish but, based on what Ms. Romania said, I am concerned and the Council is concerned that there are young people in the area that are getting in the building, causing a problem. My personal concern would be that if we at least close off the immediate area of the building in some way to prevent.....we won't prevent them but maybe we could slow them down or maybe they will take a hint from it and stay out of there. I don't know. I would like to see us do something.

Mayor Dickinson answered, I understand that but for us to be putting up a fence on private property and a fence, we all know, is not going to keep kids out. If they are willing to make ladders and climb up on a roof and gain access in any number of ways, we heard that from the residents, I just don't think it is time well worth or energy spent in a constructive way.

Mr. Zappala stated, regardless of what this Council feels we should do, the Mayor is not going to do it. This Council wants to put a fence around the building and he is not going to do it. Is that true? That is the impression I am getting.

Mayor Dickinson answered, I am going to review it but I do not know at this time of any legal basis for us to put a fence around the private property involved especially given that it will not prevent access from the very people that we are trying to protect. I think, certainly we are concerned about the condition there but we are losing sight of the fact that the environmental agencies responsible for this type of condition have been on the property and performed mitigation, written extensive reports and now we have to go back to them and say that things have deteriorated and we need them to come back and correct conditions. We are not an environmental protection agency and we have no right to be on private property for no other reasons.

Mr. Parisi asked that the motion be read into the record.

Mrs. Zandri read the original motion as follows: The motion is for the Town Council to Recommend to the Mayor that he Take Immediate Action to Secure the Site with the Installation of a Chain Link Fence with a Security Top and to Pursue What Ever Funding is Available to Eliminate any Remaining Hazardous Material from this Site to Include the Removal of the Buildings.

Ms. Papale stated, we have been on this subject for over an hour and a lot has come from it. I want to thank Ms. Romania for her speech and for her thoughts. Because of many things that were said here tonight, I feel that we cannot just sit back on this. We all have a responsibility and I think that all nine of us agree that we have a responsibility....not only the water problems with the wells but the idea of children getting lead poisoning someplace where we could prevent it....you know, there is all kinds of fences and I know sometimes we think things are not appropriate but I really think a fence is needed there. Sometimes you feel you have to bend the law a little bit. There are fences that you could put barbed wire on top of it so the kids can't get in there.....there are ways that if you really want to do something, you can prevent it. We have all avenues to use now. Mary Fritz, thank you very much for coming down tonight; the gentleman from D.E.P., we did not have any idea about this SCRIF fund; the Superfund from the EPA may be available....we have so many avenues and we have a responsibility to take all of these avenues. I have an idea that this vote is going to go with the responsibility that we all have for the town and I am hoping that the Mayor will take it into consideration and take our recommendation.

Mr. Centner withdrew his amendment to the motion, Mr. Farrell withdrew his second.

VOTE ON ORIGINAL MOTION: Rys passed; all others, aye; motion duly carried.

ITEM #10 Consider and Approve the Civil Service Employees Affiliates, Inc.

(Paraprofessionals) Contract Effective September 1, 1999 to August 31, 2003 - Asst. Superintendent of Schools

Motion was made by Mr. Farrell to Approve the Contract, seconded by Mr. Knight.

The summary sheet of the contract changes were reviewed with the Council by Dale Wilson, Asst. Superintendent of Schools (Appendix II).

Mr. Farrell asked, there is no Martin Luther King Day issue on this contract?

Mr. Wilson, answered, that is correct. The paraprofessionals have nine holidays; they have Martin Luther King Day off. It is a non-paid holiday.

Ms. Papale asked, for the benefit of the public, who are the paraprofessionals?

Mr. Wilson answered, they are teacher aids. They work in the classroom directly with teachers or with special education students directly in the classroom.

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

When Mr. Parisi returned to Council Chambers he requested that his vote be recorded as being affirmative.

VOTE: All ayes; motion duly carried.

ITEM #11 Consider and Approve Authorizing the Preparation of Schematic Drawings and Outline Specifications for the Proposed School Renovation Project - Board of Education

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

Correspondence from the Mayor states, in order to comply with the State Education Department requirements for the school renovation project, it is necessary to approve a motion to authorize the preparation of schematic drawings and outline specifications for the proposed school renovation project. The preparation of the drawings and specifications can only be accomplished following the selection of an architect by the building committee and the appropriation of funds to cover such expenses.

Mr. Zandri stated, the letter says that we have to have the building committee in place and, to my knowledge, it is not in place yet so, what is happening here?

Mayor Dickinson answered, I spoke with Dave Wedge at the State Education Department and he had two of the three requirements. There are three requirements when the information was given came down through the various routes before, it wasn't clear that they need this third aspect. He has the adoption of the project and the establishment of a building committee. The third was the authorization for the preparation of drawings and specifications. With this it completes the package and it will continue to move forward.

Mr. Zandri stated, this is strictly authorization to do this, everything else will follow?

Mayor Dickinson stated, this completes the package of application from the Board of Education to the Education Department.

Mr. Zandri asked, nothing will happen formally until the committee is established?

Mayor Dickinson answered, there is significant additional steps. This starts their process; we will have to set up a committee, hire an architect, have to go through the drawings, the drawings will have to be approved by the State Education Department. Ultimately bid specifications are developed, appropriations, etc. At this point, this is needed to move the application through the initial stage. We need this by the 30th and we will need to get a certified copy of this right over to them so we can get it up to Mr. Wedge.

VOTE: All ayes; motion duly carried.

ITEM #12a Consider and Approve a Waiver of Bid to Award Payment in the Amount of \$5,000 to Fletcher Thompson, Architect, to Review Work Attributable to Change Orders Associated with the Recently Completed School Expansion Project - Law Dept.

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

Correspondence from Town Attorney Janis Small states, the architect for the captioned project is requesting payment to review the work attributable to the change orders at an hourly rate of \$125. The architect is legitimately due payment for this extra work because his services were terminated prior to the completion of the project by the building committee. The termination was by agreement and was amicable. The reason for the termination was, the construction manager was hired to perform the work for the architect as well as construction management during the closing period of the project.

Mr. Zappala asked, why was the architect terminated prior to the completion of the project?

Atty. Mantzaris answered, there was about \$600,000 in change orders that the architect was not involved with; was not working for the building committee when they were approved by the construction manager. To process the Board's application for reimbursement, the State Department of Education needs to have a sign-off by the architect. They won't accept it by anybody else. The architect is not familiar with these change orders so he needs to meet with the construction manager, review the particular change orders and see whether he would approve of them or not. I am sure he will but he needs to know something before he puts his signature on that he approves the change order. He does not know about any of these change orders from not having worked on them. The committee wanted to hire a construction manager to handle the end of the project and do the work of the architect and the work of a construction manager. It was provided for in the contract of the architect and that is what they did. Whether that was the best thing to do or not, I don't know.

Mayor Dickinson stated, I think the rationale was they are saving some of the fees on the architect. Fees were saved not having to pay the architect in excess of this \$5,000 but the result was that there was a failure to meet all of the procedural requirements for the State to approve the bond reimbursement. Both the architect and construction manager have to go through the change orders and sign off on them.

Mr. Zappala stated, the committee must have known it was going to need the signature.

Mayor Dickinson answered, it is a frustrating situation and with the next building committee we will need people on the committee who has been through this prior so they are familiar with the processes and make sure it is set up from the beginning so that it will comply with the State's requirements.

Mr. Knight explained, the committee let the architect go early because they thought, and did, save \$64,000 in architectural fees by doing that. Their intention was to save money for the project. That is why they did it. They were not aware that the change orders that came on after the architect was let go would require their signing off on it. I want it very clearly understood that they knew what they were doing when they did it, they did it for the best of reasons, perhaps given that they were not aware of all the bureaucracy and procedural requirements of what the State Department of Education requires. The net, therefore, would appear to be in the neighborhood of \$64,000 saved on the project, once the \$5,000 is distributed to the architect and construction manager.

Mr. Zappala stated, the committee did an outstanding job, I don't question the work they performed. The architect should have signed off on this before the committee let him go.

Mr. Knight reminded Mr. Zappala that the change orders came after the architect was terminated.

Philip Wright, Sr., 160 Cedar Street asked, why are we using the waiver of bid approach? A waiver of bid means that we are trying to get someone to do something and then you are going to pay them for it. Why are we using that kind of approach to pay these things off?

Mayor Dickinson replied, it requires a waiver of bid because we are no longer under contract for these individuals to perform any work. The amount is in excess of \$2,000 and clearly there, the only ones able to do the work for us. It really isn't the subject of public bidding. But that, as far as I understand, is the reason for the bid waiver; we are hiring people who are no longer under any contract to the Town of Wallingford.

VOTE: All ayes; motion duly carried.

ITEM #12b Consider and Approve a Waiver of Bid to Award Payment in the Amount of \$5,000 Gilbane Building Company, Construction Manager, for Services Attributable to Change Orders Associated with the Recently Completed School Expansion Project - Law Dept.

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

Pasquale Melillo, 15 Haller Place, Yalesville questioned why we need to waive the bid?

Atty. Mantzaris explained the reason behind the request for a waiver of bid.

VOTE: All ayes; motion duly carried.

ITEM #13 Consider and Approve a Transfer of Funds in the Amount of \$15,000 from Contingency General Purpose Acct. #8050-800-3190 to Professional Services Acct. #001-1320-901-9003 - Law Dept.

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

Mr. Zandri asked for an explanation for the request since there was no correspondence accompanying the paperwork.

Atty. Mantzaris stated, we had a meeting with the Superintendent of Schools, the Mayor, the Chairman of the Building Committee and the \$5,000 were estimates. We received a letter from the architect asking for us to sign a contract of \$5,000 and \$125 per hour. In case this runs over.....we would have to come back to the Council for more money if it ran over \$10,000.

Mayor Dickinson explained, this is a transfer to allow for payment.

Mr. Parisi commented, there is no letter attached with the transfer request and the next time, and I mean it, that there is a request without a letter, it is going in the basket.

Mayor Dickinson replied, what was intended was, this was the appropriation that went with #12a & #12b.

Mr. Parisi replied, I understand that and Items #12a & 12b could have been done a little better but department heads should realize that we may not know the subject matter as well as they do and they have to approach their request that way and their explanations that way, too. We are just getting it and not having any of the background that you do....having worked on it for weeks. I recommend that for everyone (department heads).

VOTE: All ayes; motion duly carried.

WAIVE RULE V Motion was made by Mr. Rys to Waive Rule V of the Town Council Meeting Procedures to Consider and Act Upon a Resolution Pertaining to Garden Road, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

Motion was made by Mr. Rys to Approve the Following Resolution:

Be it resolved that the Town Council has approved the contract between the Town of Wallingford and the State of Connecticut for the Garden Road Buyout Program on June 22, 1999 and be it further resolved that William W. Dickinson, Jr., Mayor, is authorized by this Town Council to sign, execute and administer said contract.

Seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

TEM #14 Executive Session Pursuant to CT. General Statutes Section #1-200(6)(D) Pertaining to the Purchase, Sale and/or Lease of Property - Mayor

TEM # 15 Executive Session Pursuant to CT. General Statutes Section #1-200(6)(B) Pertaining to Discussion of a Pending Claim Involving Gerald Raby - Law Dept.

ITEM #16 Executive Session Pursuant to CT. General Statutes Section #1-200(6)(B) Pertaining to Pending Litigation Involving the Town of Wallingford v. James Sutton - Law Dept.

Motion was made by Mr. Rys to Enter Into Executive Session Pertaining to the CT. General Statute Sections Listed Above, seconded by Mr. Farrell.

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

The Council entered executive session at 11:00 P.M.

Present in Executive Session were all Councilors and Mayor Dickinson.(Councilor Papale was absent from a portion of the session)

Motion was made by Mr. Centner to Exit Executive Session, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The Council exited executive session at 11:24 P.M.

ITEM #17 Consider and Approve Settlement of a Claim Involving Gerald Raby as Discussed in Executive Session - Law Dept.

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

VOTE: All ayes; motion duly carried.

ITEM #18 Consider and Approve Settlement of Pending Litigation Involving the Town of Wallingford v. James Sutton as Discussed in Executive Session - Law Dept.

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

VOTE: All ayes; motion duly carried.

ITEM #19 Consider and Approve a Waiver of Bid to Hire an Outside Attorney for Workers Compensation Matters - Law Dept.

Motion was made by Mr. Rys to Waive the Bid and Hire Cotter, Cotter & Sohon, seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.

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

VOTE: All ayes; motion duly carried.

There being no further business the meeting adjourned at 11:25 P.M.

Meeting recorded and transcribed by:

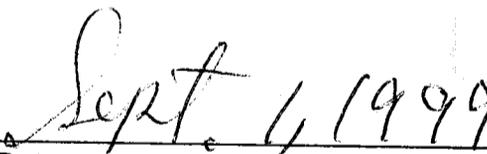

Kathryn E. Zandri
Town Council Secretary

Approved by:



Robert F. Parisi, Chairman

Date



Date



Patricia Sgambati, Assistant Town Clerk

Date



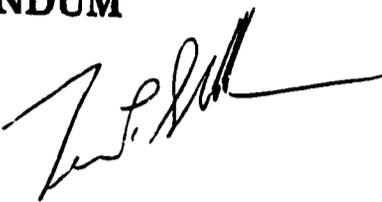
Date

TOWN OF WALLINGFORD
Personnel Department
Phone: (203) 294-2080
FAX: (203) 294-2073

Appendix I

MEMORANDUM

TO: Mayor William Dickinson

FROM: Terence P. Sullivan, Personnel Director 

DATE: July 9, 1999

SUBJECT: Water Contract – Binding Arbitration Award

On June 30, 1999, the arbitrated contract between the Town and IBEW Local 457 – Water Unit, was received. The Town Council has 25 days from that date to either reject the award by a two-thirds majority vote or to do nothing and the award will be effective on July 25th.

The award essentially leaves intact the tentative agreement reached between the two negotiation committees last October. As you know, the Union rejected the tentative agreement which launched us into arbitration. Of significance is we avoided union efforts to include part-time employees in the unit and a new family dental insurance program.

The award represents a 4-year contract (9/97 to 9/01) with the following benefits to the Town:

- Family sick leave time limited to three days a year, not three days per occurrence.
- Traditional health insurance plan replaced by Century Preferred (PPO) to save premium dollars.
- Health insurance co-pay increase for Home and Office coverage (from \$5 to \$10 per visit)
- Elimination of paid-up life insurance for all employees.
- Revised grievance procedure to standardize processing time at all steps.
- Flexible hours allowing to facilitate the delinquent collections program and grounds maintenance at Ulbrich Reservoir resulting in reduced overtime costs and operational flexibility.
- Reduction in the amount of time (from 24 months to 18 months) an employee can collect full wages while on workers' compensation leave. After the 18-month period, such employees will only be paid the workers' compensation rate.
- Various housekeeping changes.

The Union gets:

- Increased life insurance coverage (\$2,500 more Term and \$7,000 more AD&D)
- \$35 increase in longevity pay (effective September 1997).
- Ten-cent increase in shift differential.
- Increased meal allowance (from \$7.50 to \$7.75 on 9/1/97; \$8.00 on 9/1/98; \$8.25 on 9/1/99).
- Wages 2.85%, 2.90%, 2.95% and 3.00%.
- Sick leave maximum accrual increase to 120 days (no change in 90-day payout at retirement).
- Severance pay for laid off employees. However, if he laid off employee accepts the money, he permanently forfeits his rights to recall.
- Various housekeeping changes.

Enclosed are 11 copies of the contract showing the changes. I hope this information is useful. If you have any questions, please call me.

TPS/

**SUMMARY OF PARAPROFESSIONALS' CONTRACT
WAGE SCHEDULE**

	3% Plus Increment Adjustment <u>1999-2000</u>	3% <u>2000-2001</u>	3% <u>2001-2002</u>	3% <u>2002-2003</u>
STEP 1	\$10.30	\$10.61	\$10.93	\$11.26
STEP 2	\$10.45	\$10.76	\$11.09	\$11.42
STEP 3	\$10.61	\$10.93	\$11.26	\$11.59
STEP 4	\$10.76	\$11.08	\$11.42	\$11.76
STEP 5	\$10.92	\$11.25	\$11.59	\$11.93
STEP 6	\$11.07	\$11.40	\$11.74	\$12.10
STEP 7	\$11.23	\$11.57	\$11.91	\$12.27
STEP 8	\$11.43	\$11.77	\$12.13	\$12.49
STEP 9	\$11.54	\$11.89	\$12.24	\$12.61
STEP 10	\$11.74	\$12.09	\$12.45	\$12.83
STEP 11	\$11.90	\$12.26	\$12.62	\$13.00

PARAPROFESSIONALS' CONTRACT

1. Inclement Weather – Employees will be allowed to make up time lost due to late openings and early closings

2. Longevity
 - Presently – 10 years: \$125.00
 - 15 years: \$150.00

 - Negotiated Increase - 10 years: \$175.00
 - 15 years: \$225.00

 - Total Additional Cost \$700.00

3. Life Insurance
 - Increased from \$18,000 to \$22,000
 - Additional cost per person: \$12.00 per year

4. Wages – See attached schedule