

MINUTES OF THE TOWN OF SOUTHTON
2009 CHARTER REVISION COMMISSION

September 2, 2009

The Charter Revision Commission of the Town of Southington held their regular meeting on Wednesday, September 2, 2009. Chairman David Zoni called the meeting to order at 7:00 o'clock, p.m. with the following in attendance:

William M. Knoegel, Dennis P. Conroy, Kenneth J. Paradis, Richard Post, Sandra E. Feld, Andrew Meade, Joseph Landrie and Brian F. Callahan, James Verderame, Philip Landino

Staff: Mark J. Sciota, Town Attorney

A quorum was determined

Summary Minutes – meeting recorded on audio and video tapes.

The Pledge of Allegiance to the American Flag led by James Verderame was recited by everyone in attendance.

Approval of Minutes

Chairman Zoni called for a motion to approve the August 5, 2009 minutes. Mr. Callahan made a motion to approve the Minutes. Ms. Feld seconded. Motion passed unanimously on a voice vote.

Commissioner Communications

Mr. Zoni asked if there were any commissioner communications or comments.

Mr. Callahan indicated that on August 5, 2009 he had voted along with other people to dismiss the police and fire reporting structure. He commented that because he had voted to dismiss the issue and because of Roberts Rules, he believed he could also bring it up again. He had given it more thought and the reason he wanted to bring it up again was if the Town Manager is truly the chief executive of the Town, it seemed to him that all of the department heads should report to the Town Manager. The Town Manager should have the final say regarding hiring, firing or wages of Chiefs, Assistant Chiefs and Captains because they are all nonunion people. He believed there still should be a commission because they would be the public oversight and the commission should still be involved in the day to day operations, restructuring, confidants however the hiring, etc. and anything that has to do with their wages should go through the Town Manager. He continued he was not sure if this was the time to bring it up but when it comes time for new motions he would then like to make one.

Chairman Zoni deferred to Attorney Sciota for a ruling.

Attorney Sciota indicated that it cannot be the same night as the meeting so it will be a motion to rescind, a motion to rescind is not on the agenda therefore it would need either a super majority or seven votes of this Board, which is a majority of the Board to have a motion to rescind approved.

Query by Mr. Conroy, a motion to rescind or reconsider. Attorney Sciota responded reconsider can only be made the night of the meeting. A motion to rescind can be made subsequent to that but if it is not on the agenda, which it is not, it could be brought up but it needs a super majority or a majority of the entire Board. He stated the majority of this Board is seven. That is seven affirmative votes to have it rescinded and bring it back to the table.

Mr. Callahan questioned is that a majority of the people at the meeting? Attorney Sciota responded it is a super majority of the people at the meeting or seven votes which is your majority. In this case there are eleven people present and seven would still be a super majority. Attorney Sciota then stated the person who makes the motion, then anyone could second it and it is a debatable motion and can be discussed but then seven affirmative votes are necessary to rescind the previous action.

Mr. Callahan asked if this was the time to do this. Attorney Sciota responded he would suggest either under Discussion, Deliberation or under Miscellaneous would be the time. Chairman Zoni indicated that it would be dealt with under Miscellaneous.

There being no other commissioner communications, Chair moved on to public communications.

Public Communications

Arthur Cyr, 103 Berlin Avenue. Mr. Cyr indicated that he was impressed by Attorney Sciota's immediate direction concerning Roberts Rules. Mr. Cyr then stated that he was glad that Mr. Callahan has brought up the subject of placing the police and fire reporting structure back on the agenda. He continued that he did not believe that there are ever too many items to be brought before the Town Council because when it comes down to the consideration by the Town Council some of those items may be eliminated. He believed that the police and fire reporting structure is important and he agreed with everything that Mr. Callahan had commented on. He further stated that was the same reason why he brought up Section 503 at the last meeting concerning the Parks Board because he believed it follows the same thinking.

He stated that this Commission and the general public have to remember that these are changes that are being talked about not for today or this year and not for this manager. When we get into a new era where things are not done the way they are done now or have been done over the past years, these types of changes where we bring all of the departments under one head and ultimately back under the control of the Town Council,

is very important. Mr. Cyr then brought up the matter of the Water Department structure where the Town seems to have no control despite the fact that we elect people to serve on the Water Board. He continued that he found it “outrageous” on two points, one being that we have land of this Town up on Mill Street where the Water Department has water tanks that are taking in approximately \$140,000 in revenue that goes back to the Water Department and nothing goes to this Town. The second item is the increase that the Water Department has belted this Town with for fire hydrant and fire protection. He ended by once again hoping that the Commission would reconsider the police, fire and park structure.

Steve Hensen, 73 Deerbrooke. Mr. Hensen stated that he was following up on a issue he had addressed a few meetings back concerning the modification of Section 746 (a), which is the discretionary spending over \$1million that requires a public referendum. Mr. Hensen indicated he had missed the last couple of meetings but did read the minutes which indicated that it did get to discussion. He stated regarding those minutes he had a couple of comments. He felt the time was nearing where the Town Attorney might be drafting the language that collectively merges three related amendments all which are related to 746 (a) (b) and (c). He indicated there was a discussion on the definition of a super majority and it seems like no one was able to find an official Webster’s Dictionary definition of super majority and it was decided that six out of nine can be a super majority. He proposed that the number six be reconsidered and moved up to seven. His reasoning was when the Town Council is voting whether or not to vote yes or no, they are not voting whether they like or dislike the spending initiative nor are they voting if we can or can not afford it. What they are voting on is whether or not the public referendum can wait until November or not. He continued if you can not convince nine out of nine Council members that time is of the essence, then time probably is not of the essence. He indicated that he would not ask for a nine/nine vote but he felt a seven out of nine would be acceptable. He further continued another reason for a seven vote is related to the political environment, our Town like many other towns, is politically motivated. He believed the way our Town Council is configured was that no party could hold more than six seats. He continued, therefore, by requiring a super majority vote of seven, anyone or party who wanted a mid year referendum would have to seek out and convince a person from a minority party that a certain issue at hand was a matter of “time is of the essence”.

Another issue he was concerned about was the wording in a public referendum to vote on. He was curious as to how the wording is constructed and how items are merged together. He referenced the issue of Section 746 and how lengthy the wording would have to be to have the voters make an educated decision. He felt the merging would be difficult.

Chairman Zoni directed Attorney Sciota to explain how the questions on a referendum are formulated.

Attorney Sciota indicated that after the final public hearing by the Council and the vote by the Council (this is after this Commission finishes its job), the Council then approves whatever number of items they have approved. At this point the Town Clerk’s Office,

my office and the Town Council work together to come up with the questions. He continued questions that logically go together will be put together if there is a situation where it is not understandable then we would not put the questions together. Furthermore, all of the questions must be sent to the Secretary of States Office.

Mr. Zoni asked if there was any other public input. There was none

Discussion, Deliberation, Debate and Action on Schedule C items.

Modify Budget Timeline Allowing Town Council amendments one meeting before final vote only.

Mr. Zoni indicated the Commission had just received updated information that would modify the budget timeline allowing the Town Council to have one meeting to deliberate any amendments that come forward to the budget and then actually vote on the budget and not allow any further amendments at that time. He indicated this was discussed at the last meeting and commented that this matter had been now discussed with the Finance Board Chairman and as a result of the meeting the time line is now presented. Chairman Zoni asked if further discussion was needed.

Mr. Meade made a motion to move this item to Schedule D, seconded by Mr. Verderame. Chairman Zoni indicated no discussion is needed at this time as it could be discussed under Schedule D also.

Attorney Sciota then commented to sum this up, the timeline was moved between himself, the Chairman of the Board of Finance and Chairman Zoni. The dates were moved around which now gives the Council the ability to have a **now required** public hearing, which had never been required before. He indicated previously it was just done through policy. He continued a “now required” public hearing would take place on the second meeting of the Town Council in April. After that public hearing is the agenda session that the Chairman referred to.

He continued the timing is reasonable, in working with the Board of Finance we moved the “big” public hearing, which is the Board of Finance public hearing which is usually held at Derynoski School, was moved forward. The Board of Finance Chairman was clear that much of the work is not done until after that hearing so there is somewhat of a month of a dead zone between the first Monday in April and when Mr. Weichsel and I give the budget to the Finance Board at the end of February. The goal was to have the April meeting (which would be the Council’s addendum meeting, where all addendums would be taken into consideration). Subsequently, when the final vote on the government budget comes the first meeting in May there will not be a situation where people are attempting to amend items in the budget. Furthermore, with the meeting in April, the Council will then have two weeks prior to the final vote which is the first meeting in May.

Ms. Feld stated there was a clause which indicated that no amendments can be brought up after that point.

Attorney Sciota commented yes that was the issue that most of the people had on this Board and the fact that there will be none and if you allowed amendments to come up at the May meeting then all of this language would be irrelevant.

No further discussion. Chairman Zoni called for a voice vote, voice vote taken, all in favor, **Item moved to Schedule D.**

Town Manager Serves by Contract.

Chairman Zoni indicated we received information from Attorney Sciota and also we have input from several of the commissioners. Chairman Zoni opened the floor to discussion.

Mr. Meade indicated that he was in favor of most of the language but where it referred to an advanced degree for the Manager, he did not feel it was necessary. He then referred to the additional language wherein the Town Council could waive any of the requirements that were written as related to an advanced degree. He questioned Attorney Sciota if that language would cover his concern.

Attorney Sciota directed Mr. Meade to the first paragraph because he did not want it to say and he does have that advanced degree and he would speak about this. He continued these are all my qualifications but I did not write this but the issue is yes the Council could waive this language but if you read on that person would have to get an advanced degree within two years.

Mr. Meade stated that is where he thought it is stretching the point that a person would need an advanced degree, i.e. a lawyer, a CPA. In the interviewing process, the experience and the rest of everything will come into play. He just felt it was too much.

Attorney Sciota then commented it definitely goes through the spectrum. He continued there is a theory where you could have a person who has worked his or her way up through whatever department in the Town and that person wanted to apply for the Town Manager job. That person might not have even a Bachelor's Degree. He continued it goes from that theory to asking for someone with an advanced degree. It runs the spectrum. There are people in this country who run corporations who have never been to college. You have the spectrum, right now you have the Bachelor's Degree in the Social Sciences but the Town Council could waive even that. Technically the Council could waive those things. The language as presented, the Council could still waive the language, except the section which indicated a person must get that advanced degree within two years of being hired. He commented in this particular case this is as much as he was going to say because everything else he said would be self serving.

Mr. Landrie then stated that he believed the wording that was put in would limit the number of applicants. If you look at the laborer's job which was just posted for the Town

and there were 144 applicants, no qualifications, you just had to be alive and breathing. If we use the same criteria “alive and breathing” when the job is posted we could get thousands of applicants. However just by requiring an advanced degree that will weed out quite a number of people but it could still be left up to the Council when they interview people. If the Town Council should decide it is in the best interest of the Town to waive some of the requirements, then it could be done at that time. He did feel the advanced degree language should be left in as a requirement for posting the job.

Mr. Meade then stated he would like to see the language concerning an advanced degree to be obtained within two (2) years of the hiring be removed. The Town Council could then decide if they wanted someone with an advanced degree or not. The Town Council will be looking at all areas but to require someone to go back to college to obtain an advanced degree he thought that was too much to be left in.

Mr. Landrie commented he totally disagreed, if it is a requirement and if you waive it at the hiring time it still could be in the general job description no matter what age a person is, he or she could go back and fulfill those requirements. I believe it should remain.

Mr. Callahan questioned if it is up to the discretion of the Town Council whether or not a person has an advanced degree at the time of hiring then it should not be put in there. Also, two years is an awful quick time. The Town Manager attends all kinds of meetings in the evening, he has many things to do, you are placing another expense burden on an individual to get this degree and that individual has to do this in two years in conjunction with attempting to run the Town and attend all of these other meetings. He felt it was a burden to place on someone just hired. Two years does not make sense.

Mr. Post stated he felt strongly that in this modern day and age the advanced degree should be required for a position such as this. He felt it was important in the corporate world and with a professional job typically a Master’s Degree is required. He further commented he did agree that there are people who have no college degrees who are extremely well qualified but they are far and few between. He believed there was a need to up the “ante” there is some exception the Council can do however it is somewhat limited but he thought you will find potential candidates that will have a Master’s Degree.

Mr. Knoegel stated he agreed with Mr. Landrie and Mr. Post. First of all we had a lengthy discussion about looking at a strong mayoral form of government. It was voted down and we have the Town Council/Manager form of government. Our Town Manager is the equivalent of a CEO and at the minimal a person should have a Master’s Degree. Southington is the 22nd biggest town in the state, we are a growing town, we have many demands, we need a highly intelligent, professional person and yes there may be some limited people with Bachelor’s Degrees with extensive working history that could overcome a Master’s Degree but we are talking about someone with an MBA, MPA, etc. He continued we are discussing about professionalizing the town, people are calling for it, they want it, they want accountability and he believed to have a person with just experience and not requiring a degree would not be the best avenue.

Mr. Post then commented by reading specific language, “a person with a Bachelor’s Degree and meet the other requirements above, had and have at least five (5) years of experience” does not need to get a Master’s Degree, is that correct? (His question was directed to Attorney Sciota)

Mr. Meade then commented that he read it that the Council could waive that provision but the person would still have to obtain the advanced degree within two years.

Attorney Sciota then commented No. (3) cites “in lieu of an advanced degree, he/she shall have a Bachelor’s Degree and meet the other requirements above, and have at least five(5) years experience. He commented in lieu of an advanced degree, so there is a section where you have five years experience in a Council/Manager form of government. Mr. Post commented that was the language that he had added and that was his intent (referring to his suggested additions). Attorney Sciota stated what the commission was seeing in “black” what was already in the Charter language. In lieu of everything in the top part as long as you have five years of experience. Under the current system a person does not need a Bachelor’s Degree if you have the five years experience. He directed Mr. Post to the specific language that currently existed, which stated, “he shall have at least five (5) years experience in a responsible administrative position in a council manager system”. Technically the Bachelor’s Degree could be waived under the current system but not this system that is being proposed.

Mr. Verderame then commented that he did agree with a couple of people but he felt the thing that should be done is to increase the time frame from two years to five years because it does take a lot of time and money to get the advanced degree. He felt the person who was chosen probably would have to have the degree but if not a time frame of at least five years would give that person a chance to get it done.

Mr. Landino questioned if anyone knew what the requirements were for a superintendent. He questioned if there was a requirement for an advanced degree or a Master’s. Chairman Zoni indicated it most likely was an advanced degree. Mr. Landino indicated that he did agree with Mr. Verderame if we are going to give someone a three-year contract, he thought a little more length of time should be given to obtain the degree. He commented he also thought as Mr. Callahan had indicated, that two years was too quick and too much pressure for a newly hired Town Manager who needed to obtain an advanced degree. He stated he thought at least three years for the contract but two years was too short to obtain a degree.

Chairman Zoni then commented he believed the group was getting hung up on the time frame but he did believe that everyone felt the Town Manager should have an advanced degree. Query can we agree on that. The response from some commissioners was not necessarily. Chairman Zoni then responded if we agree that we eventually want the Town Manager to have an advanced degree then it is a matter of the time frame in which that person gets the degree.

Attorney Sciota then responded (in speaking against his own interests), by stating you do not have to limit, but we are limiting what the advanced degree should be in. The way that Mr. Post had worded the language it stated “you have an advanced degree in a major field of study in accounting, engineering, social sciences such as government (which of course is my area) sociology or history. He further commented if it is an advanced degree to me an advanced degree is an advanced degree and there are many things that have nothing to do with engineering and accounting. He commented, why are we “pigeon holing” into those areas. Attorney Sciota then stated to him a person with an advanced degree in engineering as opposed to a Ph d in something else, then why does that make that person a better Manager.

He continued the advanced degree is the drive to move forward to do something to get something else, the next step. He stated he did not know if the commission wanted to “pigeon hole” into those areas.

Ms. Feld then commented perhaps we could just change that language to an advanced degree in an appropriate field. Attorney Sciota responded, yes, the Council should make that decision because it does open up the field and he felt the field does need to be opened up. Some agreed and then group conversation.

Chairman Zoni then stated that because the group got hung up on the two year option perhaps when we hire someone and that person does not have the advanced degree maybe we should make that part of the contract, the time frame at the discretion of the Council. He continued in the contract, the time frame will determine when that person will be required to obtain the advanced degree. We should not have to put that in the Charter as it really is a contract issue. Mr. Callahan commented that he agreed, also Mr. Landino.

Mr. Landrie then stated, it was brought up and we are debating this issue. To him three years was acceptable. If a person is offered a three-year contract then it could be said that that person has five years to get an advanced degree. If you have a three-year contract then that person has to fulfill all requirements in that time frame. If we decide as a board to say three years, he did not see where it could be extended to have that person obtain the advanced degree. Subsequently whatever we determine should correspond to the contract.

Many hands are raised.

Mr. Post then stated assuming the contract is three years then he felt the requirements or the degree should be completed in that period.

Ms. Feld then stated that she supported the three year contract as well.

Mr. Knoegel then stated that he thought it was ironic that we have a current Town Manager who has had 43 years of experience who went to Ivy League University of Penn. He continued if we are going to allow Bachelor level type people then he thought

those individuals should already be on their way toward an advanced degree or will obtain a degree within a prescribed time.

Mr. Conroy then commented that he agreed with Chairman Zoni that the commission had to be careful not to tie the Council's hands. Requiring an advanced degree is a good concept but to go along with comments that were previously said sometimes you find out that your best people do not come out of good colleges. These individuals are brought up through the system knowing more about the workings of a community, the basics of how to balance a budget and how to manage people and none of that is acquired through book learning. It is acquired through experience and being exposed to many different circumstances that they have been exposed to over the years. He then told a story about the engineer that was working in a large company and the management asked that engineer to design a certain part for a machine. The engineer went down to the machinists and requested that a certain part needed to be designed to perform a certain job. The machinist comes back with a part, the engineer is asked to design according to the suggested part by the machinist and that machinist did not go to college. The saga, we have to be very careful that we do not tie the hands of the people trying to hire.

Mr. Conroy then made reference to the end of the first paragraph and stated, "in a council manager system". Again being that restrictive we may be eliminating many good candidates. There are government jobs right now, mayor/council forms of government where you have a "city manager" who may be running a city on a day to day operation and he has all kinds of experience and that person is good at it and it is not truly a "council/manager system" so that language could be restrictive and we may want to consider changing that and saying some sort of responsible government administrative language.

Attorney Sciota then stated that is our current language you are referring to. Mr. Conroy said yes but there are many city managers not involved in a Council/Manager form of government. He agreed also that the two years appeared to be somewhat short when the basic Master's Degree will take some time. He gave an example of the Hartford Graduate Center that has a program where an individual could get a Master's Degree in one year but a person is attending twelve solid months and spending at least one full day every week. A program where you spend eight hours in class on one Friday and then another full day on a Saturday and the person attends every day for twelve months and then you obtain a Master's Degree. He continued that is a lot of time and if you are going for a regular Master's Degree a person is going to spend two years minimum and that is full time almost. Two years seems to be an awfully quick scenario.

Mr. Callahan also commented that a person's responsibility is running the town, he has to be a councilman and all these other things and attending many meetings and you can not expect that individual to put in the time and run the town the way you want it run and also attend a college working toward a degree.

Chairman Zoni then interjected the Town Manager's job is essentially more than a full time job. It is not 8 to 4:30 or whatever. He is basically on call.

Mr. Conroy interjected it is really 24/7. He commented we have to be very careful of the length of the contract and the automatic renewals every three years. The reason being we may be putting the Town in a position of having to come up with significant dollars in the event that the person needs to be replaced. Now we would have renewed the contract for another three years and you have a two year buy out. He personally had heard of some big numbers that this community might not be in a position to pay or may not want to be in a position to pay. He reiterated to be very careful of the length of the contract and the terms and conditions of the contract, what is cause, what is not cause, etc. you should leave those items with the hiring authority. There is no reason we can not say they have to work under a contract for a certain number of years but he felt we should not dictate all of the terms.

Some additional things that were suggested by Mr. Post included “The vote will be in the open,” Mr. Conroy indicated he thought that under State statute all votes need to be taken in the open at open public sessions. He suggested it was somewhat redundant and perhaps the wording “The vote shall be done in accordance with the General Statutes of the State of Connecticut.”

Attorney Sciota stated in looking at the “blue” wording, it covered all of that, because the Town Council meetings, any vote where you expend money of the Town of Southington is an open vote. We currently video tape so it is already on video tape and we take minutes. The only thing that is not required currently is the video tape but he thought that it would be with us forever because people like it.

Mr. Conroy summarized his concerns, advanced degree, limiting the Council/Manager form of government, the 5-year to 2-year term as opposed to a 5-year term and the actual length of the contract as it is automatically renewable.

Mr. Knoegel commented that what is not being talked about here is that a million plus budget, town employees, collective bargaining, environmental impact, land development, infrastructure, and a multitude of other things. He felt that a bachelor level person will need to have an extraordinary amount of experience to even come close to somebody who has been specifically trained that has a vast array of knowledge of both State, Federal and Local Legislative issues. It may be too hand binding but he felt that we need to set that high standard.

Mr. Conroy commented that he did not believe that an advanced degree would give someone all that advanced knowledge in every one of those areas. It just doesn't exist. There are advanced degrees in labor, advanced degrees in city management, advanced degree in accounting, advanced degrees in the law, in engineering. But there isn't a degree that covers all those things. It comes from working through a system in our current case, our current Town Manager was not just moved in to become a Town Manager. He was an Assistant Town Manager and went through different positions in government before he got to that level. That's where someone is going to gain that experience. The degree gives him the opportunity to develop the background on how to

go about learning and sustaining some of the things they picked up through that experience, but they are not going to get that experience, that broad training, that is required he agreed, by just going to some college and getting a degree. That experience comes from rising through the ranks either with different companies, different governments, different cities and towns, and eventually that will be sitting before the Town Council or whatever the hiring authority is and say, we have a bunch of candidates and look at their experience. A person may have experience in labor, engineering, accounting and so on versus a person who has degrees. It will be based on experience and what they have encountered as they came up through the ranks.

Ms. Feld suggested that could also be a requirement. It did not need to be only education; we could rephrase the last sentence in the first paragraph to read “Have at least five years of management experience in a responsible administrative position.”

Mr. Knoegel stated, in regard to the contract issue and comments from constituents regarding the “serving at the pleasure of the Council”, that just does not cut it anymore. Specificity of the contract be it 3 or 5 years needs to be in there. He expressed concern about the buy-out issue and that is something to contend with, but people feel that this serving at the pleasure of the Council just has not cut it and we need specificity and this was his feeling as well.

Mr. Landino asked how that would change if there was a three year contract. How are they not serving to the Council, it is still up to them to hire and renew contracts. It is still up to the nine member council so how does anything change with what the constituents are saying?

Mr. Knoegel responded it is a process, first of all to his knowledge that John Weichsel was reviewed for the first time last year in his 44 years in his position.

Mr. Meade interjected that this was not correct. He stated having served on the Town Council 28 years there were many reviews which went through many things but at that time there was not a vote on the contract so it never came back to the Council because talking about personnel problems was in executive session. There were many, many meetings on it so don't think that John had a free ride all the way. He commented that he was making this statement to correct statements that Mr. Knoegel had made.

Mr. Knoegel questioned Mr. Meade on how the approach that was used was met by the public.

Mr. Meade responded that he agreed with the whole contract idea of the three year contract in this day and age. When the Charter was written there was a group that was very afraid of the Manager so they wanted the ability to fire him without cause almost immediately so they did not want a contract. That's the way it went through because they even wanted to change the form of government. There was a big battle between a Mayor and a contract because they were hoping that within two months the guy would be gone. Mr. Meade agreed with everyone concerning the three year contract, similar to the Board

of Ed. They review (performance) in executive session, they come out into the public meeting and they vote on an extension and then they summarize. The day has come and if you are going to attract someone today it is much different than 30 years ago. Why should someone move from wherever to come when we say it is at our discretion if you have a job or not.

Mrs. Feld asked if there could be a consensus on the three year term.

Mr. Landino stated that he was not ready yet and had another question.

Mrs. Feld restated that this was only for consensus purposes, not a vote.

Mr. Landino stated he would need to abstain because he did not have all his questions answered and his question may help to move this along. He stated while this would obviously be put in the contract, Mr. Conroy mentioned if it was a three year or five year contract or whatever we use, one of the biggest deciding factors is what is it going to cost as a buy-out. If it is \$50,000 a year or \$20,000 a year or \$80,000 it makes a difference whether it is 3 or 5 years. Right now he favored three years if it were 80 percent of the contract, but if it was going to be 20 percent of the contract then maybe five would be better. We can put anything we want into a contract but the question is what is reasonable.

Mr. Conroy then stated that the issue of a contract was a good idea but he had an objection to tying the Council's hands by saying it must be for three years, it must be renewed every year; we should not be saying that. We should simply be saying there should be a contract. Let them determine after negotiating with the individual how long it should be, what the buy-out terms should be, what is cause, what isn't cause and how much notice in that event there should be. Those are all things that are open for negotiation. Putting this language in the Charter, including the length of the contract, is something that is tying their hands. Ms. Feld then stated that she did not think Mr. Landino's question was answered.

Chairman Zoni commented that the wording was "Not to exceed three years". That does not mean that it is 3-years. It could be one, two or three. If we want not to exceed five years, that is another discretion.

Mr. Landino agreed that that made it more palatable.

Ms. Feld commented that in her opinion this would do the Town Council a favor. The way it is now if a new Town Manager was hired, it would need a vote of 5. It is at the discretion and would need a vote of five from the Town Council in order to limit his work. If we set it at three or five years, we relieve the Town Council of the problem of getting a majority vote.

Mr. Verderame then stated that they could still let him (the Town Manager) go.

Ms. Feld agreed that it did not deprive them of the ability but it does make it easier for them.

Mr. Landrie stated that he did not see where anyone was reading that there was an automatic renewal. It states that it can be renewed. It is not an automatic renewal. It is at their discretion. If they want to they can renew the contract. Concerning the question what the difference between hiring a person and having them serve at the discretion of the Council versus the Contract. If you serve at the discretion of the Council you can be fired for any reason, no reason. In other words if they don't like the way you part your hair they can get rid of you.

If you have a Contract it will spell out the reasons for dismissal and as stated there would most likely be a buy-out provisions. We went down this road many meetings ago. If we want to attract qualified people for this position, we have to offer a contract. No one will move from Timbuktu and serve at the discretion of the Council. We battered it back and forth 5-years, 6-years and things like that. He felt that 3-years is reasonable. In this day and age and this economy, three years is like 25-years.

Mr. Callahan then stated, for clarification purposes, that he wanted to be certain he was on the same page as everyone else. Talking about a three year contract, we are saying we are going to hire someone on year one. At the end of year one, we are going to renew his contract for an additional year so that now it is going to his fourth year. The renewal is after one year not after the three years. It is renewed at the end of each year, and a year is added on to the three years. His question was if his understanding was correct.

Attorney Sciota responded that the annual review is done in executive session. The Council comes out and does a summary in public session. The Council can then say we have no motions on the Manager's contract. If that happens, then the Manager is either going to retire in two years or get his resume in order. What happens in a case like that is if he is not going to get his contract renewed, no manager in the world is going to sit back for the next year and say he is going to wait to see if they get a renewal next year when he only has one year left. What will happen is if he gets a bad review in year one, in his opinion, he is going to get his resume in order and run because he is not going to get renewed. The longer he waits the more his contract is going to run out.

Mr. Callahan asked for clarification, if the renewal of the contract would not be until the three years are up.

Attorney Sciota stated no, he was not stating that; he commented the Council has the right to have the annual review. The Manager has his or her annual review with the Council in executive session. The Council comes out and the Chairman gives a summary of the review in public concerning the Manager. At that point it is normally on the agenda like most towns or Board of Education, then if the Council so chooses, they can make a motion to add a one year extension on to the Manager's contract. If there is no motion or the motion gets defeated the Manager has only two years left on his contract and any Manager would know that his term is ending with the Town of Southington. Mr.

Verderame interjected then that is not a three year contract. Attorney Sciota responded it is a three year contract but he or she knows unless something extraordinary happens over the next year to say to the Council that they want an extension, they don't get one. Mr. Verderame again stated it is a one-year contract.

Mr. Callahan stated that it becomes a contest if we call it a three year or a one year contract. If we are going to have a multi year contract, the concerns I expressed when we first talked about having a contract instead of what we have with our current Town Manager. If we are going to have a contract then somewhere in that contract, and not wanting to tie the Council's hands and tell them how to do their job, there should be a clause in there that says if we decide not to renew your contract, you are entitled to some exit salary, say for six months. This way when terminated he can't come back and sue for two years, four years, or whatever the contract is for so you want to have a buy-out provision in there for so many months.

Attorney Sciota stated there was always a buy-out provision

Mr. Callahan then commented that the buy out provision had not been discussed

Attorney Sciota stated that it should not be talked about for several reasons. Attorney Sciota continued to clarify that in his prior world in private practice he had prepared many executive contracts. Many had buy-out provisions, like a football contract. You hear about players signing a 5-year contract with a team. It is not a 5-year contract. It's not like baseball where you are guaranteed that money. But if the Board of Directors don't like you, there is a buy-out provision. They pay you "X" amount of percentages per year, be it lump sum, and they say "Adios." That's how executive contracts are written. He could not imagine any corporation except the ones we read about in the paper with these "golden parachutes" who say we fire you after one year and by the way we pay you your next seven years and give you a bonus on top of that. That is up to the Council to draft and create, not the Charter Revision Commission.

Chairman Zoni told Mr. Callahan that he still had the floor.

Mr. Callahan stated that he was fine now.

Mr. Verderame questioned if they renewed executive contracts after one year and he further suggested that it should be stated that it was for a three year contract period, and that after three years the Manager would be reviewed.

Mrs. Feld commented that the review should be every year.

Several Commission members discussed the issue of review at the same time. Attorney Sciota stated that this is the problem with the Charter Revision Commission trying to dictate the terms of a contract. Attorney Sciota agreed with getting the parameters of the contract, three years, written to review annually, then you let the nine members that get

elected every two years dictate the terms of the contract but you determine the parameters of the contract.

Mr. Verderame commented that he felt this was not a three-year contract if renewed every year and Attorney Sciota stated or not renew it.

Mr. Verderame again stated that if it was going to be renewed every year that is a one year contract not a three year contract.

Chairman Zoni stated that it really did not have to other than saying he or she serves under contract and could be determined by the Town Council. Attorney Sciota agreed.

Mr. Post interjected that the group was going way off focus and asked to bring the group back and further commented he has been polite and in the future he will just speak up like everyone else was doing.

He then stated, number one, the contract is beyond the scope of what the Commission is doing here. That is between whoever signs the contract with the potential Town Manager. So the Commission should not talk about a buy-out clause here. That is a dead issue here. Number two, can we focus on and agree on who wants a specific contract for a specified number of years and called for a show of hands. A show of hands for people who wanted a contract for a set number of years occurred. It appeared that five people (Post, Paradis, Landrie, Knoegel, Feld) wanted a specified contract with a set number of years. Chairman Zoni then commented it appeared that five of the commissioners wanted a specified contract.

Mr. Verderame commented he would like a contract with a set number of years but without annual renewals. Many people attempting to speak at once.

Mr. Post commented that a facilitator was needed and suggested the Chairman try to facilitate the meeting. He suggested that the Commission agree if a specified contract in the Charter was wanted or not. Then, if wanted the discussion could go to the term, one year, two years, etc.

Mr. Verderame asked of Mr. Post if a person was reviewed every year and give them an extra year every year what that represented.

Mr. Post responded that that was beyond the scope.

Mr. Verderame commented again what is that.

Mrs. Feld commented that a three year renewable contract was not what was being discussed.

Mr. Verderame stated that after one year the contract is renewed and now it has become a four year contract.

Ms. Feld continued that at the end of three years it is either renewed for another three years or not. But at the end of the first review if the Town Manager gets a bad review at the end of the first year he would be a fool not to go looking and getting his resume in shape. But that does not mean he is leaving. He still has to be here for three years, barring something outrageous happening like (rebuilding the Gura Building)

Chairman Zoni asked Mr., Post if he had anything to add to Ms. Feld's comments.

Mr. Post stated he agreed with Ms. Feld's comments. The concept in his understanding is the person signing an "X" year contract would get a core review after the first year and they would still be around for another two years. If they received a bad review they would say they had better perform really well or the second year they would get a bad review and they would only have one more year and it would not be renewed. The annual review is only to give them an idea each year of how well they are doing on the 3-year contract. It is not a contract every three years. After three years you renew it for three more years.

Chairman Zoni asked if there were any more comments or rebuttal to the discussion.

Mr. Landino added that the Commission had received additional information on this subject from the Town Manager of Cheshire. He was asked this exact question, how many years did he serve, and what he thought the appropriate number of years to serve was. His response was exactly what Attorney Sciota said and what is being said here. His response was three years and he expected after the end of the first year to renew (add another year) to the contract. He continued saying if he did not get the approval that he was doing a good job, he was gone. He would be looking for a new job. Mr. Landino continued to state that he felt the idea of the contract is a good one because we are trying to attract someone who is the best candidate and willing to move with their family and have a reason to move. The three to five year contract is a good idea for that purpose, however if it is reviewed after one year of a three year contract we aren't offering that person really much because we are saying we are looking after a year and if we don't renew it they might as well pack their bag and go back.

Ms. Feld then commented it is semantics.

Mr. Conroy then stated beside himself and Attorney Sciota had anyone else in the room negotiated a contract. Ms. Feld then commented the group had to stop using the word renew, review is the word and that is a different concept. In essence you have a three year contract with a yearly review. Of course the contract could be written in such a way that should the Manager leave prior to the three year period being up, there will be protection for the town. What is the problem?

Chairman Zoni then questioned Attorney Sciota that if they went with the three year contract and that person gets a review in one year, query are we writing another contract when we say we are going for an extension or is it a modification of the original contract.

Attorney Sciota then stated you would be extending the term of the contract for one year and it is no different then the way this Town has operated since he was a child. Now the question is do you do an extension after the first or second year. He gave the example of the superintendents all over the state that work off of the same system and that has been done for years. He continued and there have not been a lot of headaches over that process either.

Mr. Callahan then stated that he was sort of going down the same path as Ms. Feld by stating instead of calling it a review why not an evaluation of his performance, remove review and his contract would not be extended until after the second year. That would give the individual a full year to decide whether he wants to bail or stay. If there is the matter of a buy out we would not end up with a three year buy out should something go sour after that first year review. We would carry the individual over until the end of the second year and at the end of the second year if decided that the contract should be extended another year then that individual is always working under a two year deal instead of three years. That person would start with a three year contract but it is renewable after two years and then with one year additions.

Concerning the evaluation, and his way of thinking, when you hire that person he is started at a salary and then upon an evaluation it is decided if that person gets a raise or not for the second year. That should not be built into the contract that an individual is automatically going to get a raise.

Attorney Sciota is asked by Chairman Zoni about what he would suggest about how the Board of Education goes between one and two years.

Attorney Sciota then commented that he thought the last time he spoke with Mr. Derynoski (and he was not positive) that the Board of Education may have shifted from one year to two years. He would have to question Mr. Derynoski once again. He did further state of course it is possible to do an evaluation after the first year and the second year you have your extension year. Once again we are discussing terms of a contract which I am not sure this commission wants to get into.

Mr. Knoegel then commented that he was getting upset that Roberts Rules of Order was not been heeded. He then indicated he had his hand up for 15 to 20 minutes and was not acknowledged and people have been commenting left and right. He then stated that he would like the Chairman to run this meeting in a more orderly manner.

He then continued the item that we have been speaking of the last couple of sessions was the notion of possibly going to a three/five/five model. He stated that he did have a concern about the buy out but he felt that part of what people were concerned about is that he thought the first three years was the most crucial period. He continued if someone is going to cut their "muster" it will be in the first three years and then if good faith is shown, a five year extension (and he did agree with Mr. Callahan that the verbiage should be changed to annual review). He stated he was leaning toward what Mr. Verderame had

stated, a contract is a contract. This notion of an automatic assumption of a renewal goes against what a contract look like

Mr. Landino stated can we just say “serves by contract” and at least that indicates to the individual that they are here under a contract and then the contract comes under negotiation with the Town Council, depending upon whether they have a degree, perhaps under that circumstance the year is extended. Another reason could be their experience, then it might be a five year contract. The matter is left up to the Town Council to some degree but the person does serve under a contract. He believed that everyone was looking for contract language. Mr. Landino then questioned if the years had to be put into the Charter, does that make a huge difference.

Mr. Post commented that in his opinion it was very important. It has not performed well with the current Town Manager and the Town Council. The problem is if things are left up to politicians and if the politicians’ votes and actions are not visible to the public, they can do more things. The “good old boys club” works more, so the idea of a contract with the Town that specifies the key performance requirements, takes it a little bite out of the “the good old boys club”. There must be some checks and balances that the public if they want to can see, can see. All politicians, wherever they are, when they do something that the public doesn’t like then there is the potential for ramification. If they take action and it is hidden from the voters then they get away with more. That is the idea of a contract and a performance requirement. Mr. Post indicated that he was not stuck on three years or five years but in his opinion any more than that would be too long. To have it specified takes it out of the Council’s hands.

Mr. Callahan asked if instead of putting years in use not to exceed five years or three years and that would give the Town Council latitude.

Mr. Landrie commented that he felt the Commission had already gone down this road and felt that Mr. Landino agreed with him that to bring in qualified people you need to put the carrot out there. You can’t say one year. He would not move his family anywhere for a one year contract. We need to be realistic in this day and age. As he had mentioned before, three years is like 20 or 25. He felt that a minimum of three should be set. We want to attract the most qualified people we can get. He felt that three was the minimum, and it should not be at the discretion of the Council since in essence this is no term guarantee for the people applying so it would eliminate a lot of people.

Mr. Zoni spoke to Mr. Landrie’s characterization of the carrot. The size and the shape of the carrot and who is going to determine it is what is being discussed. Mr. Landino is suggesting that the Charter state that there will be a carrot. He would be okay with this since the Council is elected to do this. They are going to negotiate the contract in the first place so shouldn’t they decide the size and shape of the carrot?

Mr. Verderame made the suggestion to make it five years and at the fourth year give the person a three year contract after that. By doing this the person will know that they are here for at least five years.

Mr. Landino stated if it were left as is, not to exceed three years, that does mean that the Council could not put it at one year correct. Ms. Feld commented between three and five years.

Mr. Landino's concern was that if all it says is not to exceed three years they can say you are getting a one year contract. If you like it, take it. If you don't, then you don't. Ms. Feld again commented between three and five years.

Mr. Conroy stated that he wanted to point out to everybody and what he had been saying from the beginning, and maybe he is going to blame himself, because he must strongly disagree with Politician Post. I call him Politician Post because the minute he took this position on the Charter he became a politician. A politician is nothing more than someone who is involved in government or studies government or a student of government. So there is nothing wrong with being a politician and he is one like the rest of us.

The issue of the term of a contract is a negotiable item. Mr. Landrie stated that he would not come from Ohio for a one year contract. Would he come for a one year contract if it was for a million dollars? (Mr. Landrie responded yes). The term and the salary of a contract are negotiable as well as working conditions and benefits. If we put in not to exceed a three year contract and we found the best person for the job and they wanted a five year contract and we said not to exceed three years, we have tied the hands of the Council. If we put it, that it should be a minimum, we tied the hands of the Council. What we have to do is let them negotiate the terms of the contract. Put in that there should be a contract and the terms will be negotiated by the Council. They should determine the length of the contract, the hours to be worked, wages and work conditions and terms for terminating the contract. Those are common clauses in every executive contract he had seen in his 26 years in the business.

Mr. Meade voiced his agreement of what Mr. Conroy just stated. Also if it makes everyone happy that it should not exceed three years so be it and even if it ties the hands of the Council. It definitely should be that the Manager has to operate under a contract and it should be up to the negotiations with the Council for wages and other specifics.

Mr. Callahan asked Mr. Conroy to make a motion to that effect and word it that way and he would second it.

Mrs. Feld commented that between three and five years would satisfy everyone.

Mr. Post requested that Robert's Rules be followed and call on people roughly in the order they raised their hand.

Mr. Zoni responded that hands are going up so quickly he is doing the best he can with thirteen people. This is very difficult

Mr. Post again said he would have no problem with three and/or five years but he would have a problem if there was not a maximum of years specified.

Mr. Knoegel commented that we have seen some errors where there is a lack of specifics and it has come to hit the papers. He also is leaning toward the three to five years. It is reasonable and will attract people. And, as we have discussed, if it goes in the Charter and it is cumbersome and it doesn't prove to be welcomed, in the coming years there is sure to be another Charter Revision Commission and that will be an issue to be addressed.

Mr. Verderame commented that when it goes to the Council, if they don't like it they can change it. (Many commission members voiced agreement with Mr. Verderame's statement.)

Mrs. Feld returned to her request for consensus to the term of three to five years.

Chairman Zoni felt the commission had reached some type of consensus and in fact Mr. Callahan had suggested that Mr. Conroy make a motion earlier. At this point Mr. Landrie commented to Ms. Feld make the motion, we are there.

Motion by Ms. Feld to have the language "three to five years" or "no less than three, no more than five" seconded by Mr. Landrie.

Chairman Zoni inquired if there was any discussion.

Mr. Callahan commented to Chairman Zoni that he had circumvented the whole thing and that he had requested for Mr. Conroy to make a motion but he was cut off. Now we have a different motion. Mr. Conroy took the years out and left it up to the Council to do the negotiating and he is correct. Mr. Callahan stated that he also has negotiated contracts for himself and recruiting and hiring people, lots of them, and you can't go in there with your hands tied. Example a person comes in and wants a two year contract and he will prove himself and after two years wants more money. He could be the Mayor of New York City. It shouldn't be up to us to decide if that person gets hired. It should be up to the Council.

Mr. Meade stated he should have a maximum of five years.

Mr. Post stated that the only difference between a Town Manager form of government and a private corporation is that a private corporation is not basically managed by elected officials. That's the difference. He agreed with Mr. Callahan but because we are dealing with an elected body that manages that person, we need the specificity. There needs to be a snapshot in time by which the people, i.e. the Town Council have to make a public decision on whether or not to renew the contract. It is done in the open and if the public wants to pay attention they can and they may vote people out based on those Council votes and/or decisions.

Mr. Meade stated that this was covered. It says the Council will come out from the meeting and it will be summarized and the Council will vote on whether to extend or not extend. It is in the public. Just like the Board of Ed who goes into executive session to do all the rest of it. Mr. Meade was about to make a motion but was reminded that a motion was already on the floor.

Mr. Zoni restated the motion on the floor “That the Manager will serve under contract for a minimum of three years and a maximum of five years” and stated that is a motion and a second and asked if there was any further comment or discussion on the motion.

Mr. Conroy commented that the discussion was not about negotiating but rather unilateralism because the Charter is going to dictate what the terms of the contract would be and that individual as the candidate can't say anything about it because it is written in the Charter therefore you accept our terms and that is it. So we can tell the most qualified candidate that we could hire, there is the door because those are the terms, so you might as well walk out. Why are we tying our government and out negotiators and our hiring authorities?

Mr. Landrie moved the previous question

Chairman Zoni commented we have a motion to move the question, seconded by Ms. Feld.

Attorney Sciota interjected that a motion to move the question required a super majority to end the debate if that was the intent. The intent was confirmed.

Roll Call Vote (Mr. Post asked to confirm the vote was to end discussion on the motion)

Mr. Verderame	Yes
Mr. Post	Yes
Mr. Meade	Yes
Mr. Landrie	Yes
Mr. Landino	Yes
Mr. Knoegel	Yes
Ms. Feld	Yes
Mr. Conroy	No
Mr. Callahan	Yes
Mr. Paradis	Yes
Mr. Zoni	Yes

Motion was approved.

Chairman Zoni stated the question is moved and called for a vote on the original motion with no debate that the contract term should be between three and five years.

Mr. Verderame	Yes
Mr. Post	Yes
Mr. Meade	No
Mr. Landrie	Yes
Mr. Landino	No
Mr. Knoegel	Yes
Ms. Feld	Yes
Mr. Conroy	No
Mr. Callahan	No
Mr. Paradis	Yes
Mr. Zoni	Yes

Motion was approved.

Chairman Zoni then commented discussion was still on Section 401 and there were some other items that were brought up concerning the wording and he was not sure whether we are going to take that out or not, there were comments made concerning the video taping and scheduled meetings were superfluous. Attorney Sciota commented not only that but they are extra wordage.

Ms. Feld stated she would like to make a motion that at the end of the first paragraph the last part be changed to read, “**and have at least five years of management experience in a responsible administrative position.**”, seconded by Mr. Post.

Chairman Zoni called for discussion. No discussion.

Chairman Zoni called for a voice vote, all in favor, none opposed, **Motion carried.**

Chairman Zoni indicated that we had spent a lot of time discussing the requirement of an advanced degree within a certain period of time. He questioned where do we want to go with that.

Mr. Conroy then stated, Mr. Chairman in the interest of not trying to tie the Council’s hands in negotiations in limiting it by Charter or attempting to limit it by Charter with the length of the term of the contract, he stated he would make a motion to not include any of the language concerning advanced degree, in lieu of an advanced degree, a Bachelor’s Degree and meet the other requirements above, also it should still require three-fourths of the Council rather than two thirds. I think we should not include the language where it speaks of a minimum of two years after a person is hired in order to get an advanced degree if in fact that is what the Council decides on. Furthermore any reference to the open public and videotaping. Mr. Verderame then commented that is a lot and could we also put in there at the discretion of the Council, with reference to the education.

Mr. Zoni asked for a clarification if the discussion was concerning the second paragraph of Section 401 or the first paragraph. The response was the first, second and third paragraphs.

Mr. Zoni then commented perhaps it would be better if we just tried to take this one paragraph at a time rather than try to make some omnibus motion. Not everyone is going to agree on everything. Mr. Conroy interjected, "that was my motion and that was the motion that I made". Mr. Zoni called for a second to the motion, second by Mr. Verderame and then any other discussion.

Mr. Meade then commented that he thought the review of the manager, in executive session, should then come out at a regular Council meeting, the meetings are videotaped and the Council will vote one way or the other.

Mr. Post then commented the difference is that you are making an assumption that it will continue. The difference between making an assumption that things will stay status quo versus a performance standard that if we decide we do not want to video tape or something else that is different. He continued that he felt it was extremely important to state that these critical votes on the Town Manager be made public even if it is implied and assumed. The reason it should be there is a performance standard that hits home and it is a reminder with what the requirement is. He continued remember we are all politicians but we serve the public and the public has a right to see certain standards, certain opportunities that you can not assume. Currently they are being done and they are being done great but they may not be 20 years from now. A performance standard, even if redundant, states a clear intention this is what the performance is, the minimum requirement as set forth in the Charter.

Mr. Knoegel then commented in regard to the first paragraph perhaps a little different wording that perhaps Mr. Conroy would agree to, would "preferred advanced degree" but would not exclude other Bachelor's Degree with other years of experience. Mr. Knoegel was wondering if that would be okay. Mr. Conroy then commented do you mean an advanced degree is preferred? Response, yes Mr. Conroy had no problem with that because it was not tying the Council's hands.

Mr. Landrie then stated the way he read Mr. Conroy's motion, you can gut this entire page before us as we have agreed on maybe a term of three years and just rip it up and comment that everything is at the discretion of the Council. We are moving backwards and he felt a lot of time and energy was put into getting to this stage. He continued we might not all agree on the wording but to make a motion to just white wash this whole thing and go back to ground zero where we are just saying "oh, three to five years" and everything else is at the discretion of the Council, he felt this is not right. Let's work out some of these words and compromise, but let us not get rid of the whole thing.

Ms. Feld stated she would take exception with the comment that whatever is decided in executive session is then voted on publicly because she knew of cases where it had not been done and she felt we should not take a chance that it would be.

Mr. Meade then stated it is absolutely wrong to discuss personnel problems or whatever and not do it in executive session. Ms. Feld then stated she was talking about the vote.

Mr. Meade stated he agreed about the vote that the vote has to come out at a regular Town Council meeting. The session will be summarized and they will vote on whether agreed or disagreed as to the contract or what he is doing or not doing. Ms. Feld then asked what is wrong with stating it again.

Mr. Conroy commented he could answer that and his answer was because if the General Statutes of the State of Connecticut are ever changed then you will have to convene a Charter Revision Commission to go through and change that one Charter item. If you leave the provisions for requiring a vote in the General Statutes as they are now, then if they do not vote it publicly, a person could go through Freedom of Information and file a complaint.

Attorney Sciota then questioned, what is the issue before us now?

Chairman Zoni then stated there was a concern that things were not being voted on in public session. Attorney Sciota then stated an extension of the manager's contract will not be voted on in public session, is that the concern?

Confusion as to what is being taken out and what is to be left in.

Ms. Feld then stated that she would like to point out that it stated three fourths of the Council membership which has been deleted and she asked what is three fourths of nine. She answered her question it has to be two thirds.

Chairman Zoni then stated to Mr. Conroy that it had been a while since he had made this motion and could you reiterate the motion. Mr. Conroy made a motion to eliminate any reference to an advanced degree, (except later on Mr. Knoegel can add in what he proposed because he had no objection to that) take out any reference to the Bachelor's Degree and meets other requirements above, remove the language that refers to must have an advanced degree within two years from when he/she is hired, take out all reference to that is open to the public and scheduled in advance, and is videotaped and lastly any of the language referring to the open session, etc. because that is redundant and all of a sudden it flies in the face of the General Statutes.

Mr. Post asked Attorney Sciota if the language here as it has been written (referring to the green areas) from a legal standpoint for our Town is this legally viable? Attorney Sciota then stated the blue area is exactly with the State Statutes, not the green area. He continued when you expend town funds or you have a town contract those things are done in public. The Town of Southington as well as other towns are required to keep minutes, you are not required to video tape and he further commented but when you use terms like video tape, remember you are acting on items for many years from now and who knows if video taping will be around.

Mr. Knoegel then questioned Attorney Sciota and stated that he understood Mr. Meade's concern about right of privacy even for a Town Manager in executive session and I have no problem with that but if an ordinary citizen wanted access to a summarized version of

the Town Manager's performance would they get access through the Town website and not have to fight through the FOI to obtain it and that was his question.

Attorney Sciota then stated the way the "blue wording" is worded for whoever is heading the Council the day of the Manager's review, which is done in executive session, that person then gives a summary and the summary currently is in two different locations, on the web site or on the video. If you are asking for a written review, you will not receive one because the reviews are done in executive session just like the Superintendent of Schools. The review is done in executive session between the Manager and the Council, a summary is given out after that. He continued currently the last evaluation was not done that way, the Manager had a written evaluation as well as all of the Department heads. In this particular case, the better way is what we are talking about now.

Mr. Post then stated since he had written up the "green language" what did the Board think about taking out the video, etc. and put something to the fact, "documentation in video or written form will be readily available to the public". He continued make it more general but a requirement that it has to be done.

Mr. Conroy then stated that is exactly what is required now.

Attorney Sciota then referred the commissions to the sentence, "The Town Council, in open session, shall give a summary of his annual review prior to voting on any extension of the contract" Attorney Sciota then stated so if you want that language it is there, the summary has to be given by the Chairman. Those things are done and the minutes, as you know, are currently on line and can be found on the web site and if they are not there they can certainly be found in the Town Clerk's Office where they have to be filed within seven (7) days of a meeting. That is the language that was recommended in the first place.

Ms. Feld then stated that she thought the intent was that the public would know how each member of the Town Council voted.

Mr. Conroy then stated, Mr. Chair, "point of order" it is recorded, right now every vote is recorded. Attorney Sciota then stated, stop you are talking about two different things whether there is an extension or implementation of a contract. The second thing you are discussing is the evaluation of the Manager or anyone for that matter. There is no vote taken in executive session. A summary of the Council on how the Manager has performed his/her function, the Chairman comes out of executive session in open session of the Council (currently on video), minutes are also taken and the evaluation, which was done in executive session is summarized for the record by the Chairman. There is not a vote taken. The flip side if you are talking about an initial contract with a new manager or an extension with an existing manager, those votes everyone has to say yes or no on the terms of a written contract if that is in there. They have to say yes or no but they do not have to explain.

Chairman Zoni then asked if that distinction was primarily fiduciary as we are spending money when we have a contract. Attorney Sciota responded we are binding the Town of Southington, it has to be done in public and by a public vote.

Mr. Callahan commented that he agreed with most of what Mr. Conroy stated but one of the requirements has to be a Bachelor's Degree and it can not be in something other than what is essential as related to the job, something related to managing a town, something in management. Taking that out gave him pause to think that there could be someone in a party that could make a friend a town manager. No way, the person has to have a degree and it has to be somehow related to management or things that run the town and also experience, not in lieu of the degree. He stated he still wanted the person to have that degree.

Mr. Conroy then stated in many contracts and job descriptions that he had seen in lieu of a degree there are requirements for "practical, applicable experience" and it would be, for example, for every year of college they require two years or two years of practical experience and having some wording to that effect. It sort of broadens the spectrum of where we can draw candidates from. Mr. Callahan then questioned what field the experience would have to be. Mr. Conroy responded he would guess it would have to be in the field of government, management of some sort or something to do with government whether it is labor negotiations, civil engineering and those would be the requirements that would have to be left up to the hiring authority.

Mr. Post then stated he was against not having an undergraduate degree. This is the 21st century, there is no corporation who will hire a professional person (that I am aware of) without any degree. There are individuals who have no degrees who are smarter than some Ph d individuals but they are far and few between. We are dealing with the Town of Southington and what Mr. Callahan stated, he agreed with that. We do not want special favors done. A Bachelor's Degree, preferably a Master's Degree (or the equivalent) is extremely important.

Furthermore, about making these changes, the wording states, "an advanced degree" or a "Bachelor's and five years of experience" which I do agree with. The statement is not indicating that you have to get a Master's Degree.

Ms. Feld stated if that is a motion I second it, either you (Mr. Post) or Mr. Callahan's with just one change that it be in an appropriate field as indicated previously.

Chairman Zoni then stated we have a motion on the floor so he could not entertain another motion.

Mr. Conroy then stated that he would like to make an amendment to his prior motion and that would be allowed. Mr. Conroy then amended his **motion to state that the minimum requirement shall be a Bachelor's Degree and five years of experience (as the language that is in there now) in an appropriate field and an advanced degree is preferred.**

Chairman Zoni we have a motion, an amended motion and a second any discussion.

Mr. Landrie called for a clarification and wanted to know if the motion concerned the first paragraph or are we also taking into consideration the second and third paragraphs? He further stated that he thought Mr. Conroy had made a motion that removed everything that was in "green". Mr. Conroy responded that is correct and he believed the vote would be on the amendment first. Ms. Feld then stated it is a rewording not so much an elimination.

Attorney Sciota restated what he believed was the motion, **a Bachelor's Degree in an appropriate field, (obviously that is the Council) an advanced degree is preferred. Mr. Conroy responded, correct and the rest is eliminated. Mr. Sciota then stated and also the five years experience that goes along with what Ms. Feld stated.**

Confusion. Mr. Verderame withdrew his second. Attorney Sciota directed his comments to Mr. Conroy to restate his entire motion, (had been restated) second from Mr. Callahan. Chairman Zoni asked any other discussion, there being none, voice vote taken, all in favor, **Motion by Mr. Conroy passed.**

Mr. Zoni then stated to the Commission that Attorney Sciota will rewrite as he believed is the intent and Mr. Conroy indicated that he had faith in Attorney Sciota's ability. Chairman Zoni commented just bear in mind nothing right now is final, the language will come back to us for our review, nothing has been the final language to go to the Council

Mr. Landrie makes a motion for a ten minute recess, second by Mr. Callahan, all in favor, motion to recess passed at 8:40 p.m.

Reconvene at 8:50 p.m.

Chairman Zoni and Commissioners discuss next avenue to pursue and after some discussion, Chairman Zoni moved on. Concerning:

Update to Section 1107 to comport with Section 2-204 of the Code of Ethics.

Motion made by Mr. Conroy to table discussion on Section 1107,(Update to Section 1107 to comport with Section 2-204 of the Code of Ethics) seconded by Mr. Landino, voice vote taken, all in favor except Ms. Feld opposed. **Motion to table passed.**

Chairman Zoni directed the commission to Schedule D, Item One.

Modification of Section 746 (a) Requiring Referendum to Coincide with General Election

Chairman Zoni made reference to the member of the public who had spoken on this Item and this was being brought up for possible modification. Mr. Zoni reiterated what the

request from the public was which was to consider making the number of votes seven instead of six.

Ms. Feld made a motion to make the number seven votes instead of six votes, seconded by Mr. Landrie.

Chairman Zoni called for any discussion.

Mr. Knoegel stated his only concern by going with a super majority were the issues that Attorney Sciota had discussed, items that could not wait. Will that leeway still be there. Chairman Zoni commented those are emergency provisions in our Charter. Attorney Sciota then stated if it is something that is time sensitive he did not believe it would be a problem because he felt the entire Council would probably be in agreement. Attorney Zoni stated he believed that was what the speaker was saying.

Voice vote taken, all in favor, Motion carried. Chairman Zoni directed Attorney Sciota to make the necessary changes

Next Item was **Section 210: Eligibility**

Attorney Sciota directed commission to hand out concerning verbiage which would apply. The new wording would be: No person serving on an elected board shall serve on any other board, elected or appointed, unless it is a sub committee of the board they serve on or a sub committee of the Town council, where the members of another board's presence is required by the Town Council on that sub committee. **This section shall not apply to persons serving on a Building Committee, Charter Revision Commission or where membership is required by the Connecticut General Statutes.**

Attorney Sciota stated the language was added to exclude building committees, etc. and with the inclusion of that language he was comfortable with the section.

Mr. Conroy made a motion to accept the language for Section 210, seconded by Ms. Feld. Chairman Zoni called for any discussion, there was none. Voice vote taken, all in favor, none opposed, **Motion carried.**

Ms. Feld then suggested that we start carrying the section identification on Schedules C and D for the next meeting. Chairman Zoni agreed, that will happen.

Next item was **Section 402: Powers and duties**

Attorney Sciota explained that new language had been inserted that addressed concerns that Mr. Verderame had and Mr. Verderame had also e mailed to Attorney Sciota some suggested language. The modification to Section 402 would be:

“he shall promulgate written policies and procedures for his enumerated duties including but not limited to personnel and shall periodically, not less than once a year, present these procedures for review and input from the town council”

Attorney Sciota stated that the Town Manager would have to come up with and have reviewed policies on an annual basis. Chairman Zoni then stated this section was under the Manager serves by contract and this is a subsection of that, correct?

Attorney Sciota responded yes but the Board wanted it divided up and not to put it all together.

Mr. Conroy made a motion to accept the language for Section 402, seconded by Ms. Feld. Chairman Zoni called for any discussion.

Mr. Knoegel questioned if the annual review would be too daunting. Attorney Sciota commented one year was what the commission had suggested if you want additional time that would be fine also. He added there are some policies, i.e. worker’s compensation policies that has to be reviewed on a yearly basis. He stated Mr. Knoegel was correct and there are certain policies that do not have to be reviewed annually.

Mr. Conroy indicated that having the reviews done on an annual basis is not a big deal as many insurance companies, especially when you are discussing professional liability, want an annual review. It does not mean they have to be changed just read. Furthermore, the Town Manager could assign the task to different department heads for review and they in turn could report back to the Town Manager with suggested amendments, etc. The Town Manager would decide if changes needed to be made.

Mr. Knoegel questioned Attorney Sciota if that was a common practice. Attorney Sciota then stated our insurances are done at least once a year and sometimes even more. He further stated when it came to the labor contracts those are not done on an annual basis usually over a three-year period.

Chairman Zoni commented that Ms. Feld had mentioned Section 305 which mentions the removal or suspension of the manager so there was some concern if the manager is serving under a contract.

Attorney Sciota directs Chairman Zoni to vote on the motion at hand.

Voice vote taken, all in favor, none opposed, **Motion carried.**

Attorney Sciota directs Chairman Zoni to Section 305. Short discussion and it is agreed a contract would cover the issue.

No further discussion as related to Schedule D.

Miscellaneous

Ms. Feld stated that she wanted to make sure that we get this item on Schedule A for the next meeting which is the review of the Water Company issue. She believed it was an issue that concerned everyone and it needed discussion. Chairman Zoni directed Attorney Sciota to look into the issue which will be placed on Schedule A for the next meeting. Mr. Landrie also commented in light of the recent issues it will be interesting to see what Attorney Sciota comes up with and also Attorney Sciota indicated if anyone had or knew of documentation for the Water Department he would appreciate the help.

Chairman Zoni commented he believed the issue was with the structuring of the Dept.

Mr. Callahan indicated that he wanted to be brought back on Schedule A the issue of the police and fire structuring. He reiterated what he had commented at the beginning of the meeting.

Attorney Sciota then stated you will need a Motion to Rescind the prior vote of this board which dismissed it and now you are asking that it be brought back up for discussion. Mr. Callahan stated, "so moved". Seconded by Mr. Meade. Chairman Zoni indicated it would be back on Schedule B. Attorney Sciota indicated the motion needed seven votes to pass and he would take a roll call vote. Further stating a yes vote means to rescind.

Mr. Verderame No

Attorney Sciota stated excuse me, no you are not voting on this issue. Mr. Conroy commented "point of order" why would he have to abstain?

Attorney Sciota because Mr. Verderame is the Chairman of the Board of Police Commissioners. Mr. Conroy then stated and Mr. Zoni is a councilman, Ms. Feld, exactly. Attorney Sciota then stated he gave advice and his advice to Mr. Verderame is to abstain but if he doesn't wish to do so that is fine with him.

Mr. Verderame	No
Mr. Post	No
Mr. Meade	Yes
Mr. Landrie	No
Mr. Landino	No
Mr. Knoegel	No
Ms. Feld	No
Mr. Callahan	Yes
Mr. Conroy	No
Mr. Zoni	Yes
Mr. Paradis	No

Motion failed, eight No votes, three Yes votes.

No further business.

Adjournment.

Mr. Callahan made a motion to adjourn, seconded by Mr. Meade. Motion passed by voice vote. Meeting adjourned at 9:15 p.m.

The next commission meeting date is September 16, 2009.

David Zoni, Chairman
Charter Revision Commission