

TOWN COUNCIL MEETING

APRIL 25, 1995

6:30 P.M.

AGENDA

1. Roll Call and Pledge of Allegiance
2. Consider and Approve One Appointment to the Position of Commissioner on the Inland Wetlands Watercourses Commission for a Term of Five Years to Expire 3/1/2000
3. Consider and Approve One Appointment to the Position of Alternate on the Inland Wetlands Watercourses Commission for a Term of Three Years to Expire 3/1/98
4. Discussion and Possible Action Regarding Proposed Improvements to the WWI, WWII & Korean Veterans Monuments on the Parade Grounds - Mayor's Office
5. Consider and Approve Granting Permission for Wallingford Center Inc. to Utilize the Parking Area Adjacent to the Railroad Station for the Location of This Year's Celebrate Wallingford Festivities Scheduled for October 7 & 8, 1995
6. Consider and Approve a Request by the Coffee Court to Utilize Town Property (Sidewalk Space) to Locate Seating Outside of Their Establishment at 50 North Main Street for the Purpose of Serving the Public - Mayor's Office
7. Consider and Approve a Revised Durham Road Pumping Station Agreement - Sewer Division
8. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
9. PUBLIC HEARING on an Ordinance Amending an Ordinance Appropriating \$3,500,000 for the Planning, Acquisition and Construction of Improvements and Additions to Yalesville, James H. Moran, and Dag Hammarskjold Schools - 7:45 P.M.  
  
The purpose of this ordinance is to increase the appropriation and bond authorization by \$295,000 from \$3,500,000 to \$3,795,000. and to provide that the appropriation may be expended for costs of land acquisition.
10. Discussion and Possible Action Regarding Disclosure of all Publicly Bid Construction Costs Prior to Approval of Funding Ordinance on the School Expansion Project - Mayor's Office

(over)

- 11a. Executive Session Pursuant to Section 10-153d, 1-18a(e)(5) and 1-19(b)(9) of the CT. General Statutes with Regards to Strategy and Negotiations with Respect to Collective Bargaining
  - Custodian's Contract
  - Firefighter's Contract
- b. Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Regards to the Purchase of Property with Respect to the School Building Expansion Project
12. Discussion and Possible Action on the Contract to Purchase Property Known as 397 Church Street, Yalesville
13. Consider and Approve Local 1303-60 Custodian's Board of Education Contract - Personnel
14. Discussion and Possible Action on IAFF, Local 1326, Firefighter's Contract - Personnel
15. Consider and Approve a Transfer of Funds in the Amount of \$202,806. from Council Contingency Acct. #001-8050-800-3230 to Various Accounts within the General Fund to Facilitate the Funding of the Firefighter's Contract
16. Consider and Approve Tax Refunds (#361-363) in the Amount of \$142.09 - Tax Collector
- 17a. Consider and Approve a Transfer of Funds in the Amount of \$30,000 from Fire Heart and Hypertension Acct. #001-8040-800-8410, \$70,000 from Health Insurance Acct. #001-8041-800-8300 and \$22,000 from Property and Casualty General Government Acct. #001-8040-800-8250 for a Total of \$122,000 to Self Insurance Workers Compensation Acct. #001-8040-800-8350 - Risk Manager
  - b. Consider and Approve a Transfer of Funds in the Amount of \$2,260 from Property and Casualty General Government Acct. #001-8040-800-8250 to Police Hypertension Acct. #001-8040-800-8400 - Risk Manager
18. Consider and Approve a Transfer of Funds in the Amount of \$5,000 from Health Insurance Acct. #001-8041-800-8300 to Physical Exams Acct. #001-1590-500-5750 - Personnel
19. Consider and Approve a Transfer of Funds in the Amount of \$4,832 from Part-Time Wages Acct. #001-1450-100-1350 of Which \$837 is Transferred to Out of Classification Pay Acct. #001-1450-100-1360 and \$3,995 is Transferred to Professional Services - Clerical Acct. #001-1450-900-9000 - Comptroller's Office
20. Consider and Approve an Appropriation of Funds in the Amount of \$65,000 from Non-Operating Revenue Overpayments Acct. #001-1090-090-9040 to Refunds Acct. #001-1420-800-8910 - Comptroller's Office

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- 21 Consider and Approve a Transfer of Funds in the Amount of \$1,589 from Various Accounts Within the Town Council Budget to Office Partitions (New Account) Acct. #001-1110-999-9903 - Town Council
22. Consider and Approve a Transfer of Funds in the Amount of \$1,165.00 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 of Which \$316 is Transferred to Meal Allowance (New Account) Acct. #001-1110-400-4810 and \$849 is Transferred to Overtime Acct. #001-1110-100-1400 - Town Council
23. Consider and Approve a Transfer of Funds in the Amount of \$1,850 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to LHHS/SHS Championship Ceremony Acct. #001-1300-600-6030 - Mayor's Office
24. Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Part Time Wages Acct. #001-1400-100-1350 to Professional Services/Personnel Director Exam Acct. #001-1300-900-9020 - Mayor's Office
25. Approve and Accept the Minutes of the April 11, 1995 Town Council Meeting

TOWN COUNCIL MEETING

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6:30 P.M.

ADDENDUM

- 24a. Consider and Approve a Waiver of Bid for Professional Services -- Mayor's Office

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6:30 P.M.

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6. Approve the Use of Sidewalk Space by the Coffee Court for the Location of Outdoor Seating at 50 North Main Street Pending Approval by Planning & Zoning, Receipt of Necessary Insurance Certificates and for a Period of One Year with the Right to Cancel for Just Cause	2-3
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18. Approve a Transfer of \$5,000 to Physical Exams Acct. - Personnel	27-28
19. Approve a Transfer Totalling \$4,832 to Various Accounts Within the Comptroller's Office	28
20. Approve an Appropriation of Funds in the Amount of \$65,000 to Refunds Acct. - Comptroller's Office	28-29
21. Approve a Transfer of \$1,589 to Office Partitions - Town Council Office	29
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23. Approve a Transfer of \$1,850 to LHHS/SHS Championship Ceremony Acct.- Mayor	30
24. Approve a Transfer of \$3,000 to Professional Services/ Personnel Director Exam Acct. - Mayor	30
24a. Approve a Waiver of Bid to Hire Bruce Davey Associates for an Amount Not to Exceed \$3,000 for Personnel Director Exam Process	30-31

TOWN COUNCIL MEETING

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6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, April 25, 1995 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order at 6:39 P.M. by Chairman Thomas D. Solinsky. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall. Mayor William W. Dickinson, Jr. and Comptroller Thomas A. Myers were also present. Town Attorney Janis M. Small arrived at 7:16 P.M.

The Pledge of Allegiance was given to the Flag.

ITEM #2 & 3 Were not addressed due to the fact that both appointees were unable to attend the meeting. These items will be taken up at the next Town Council Meeting of May 9, 1995.

ITEM #4 Discussion and Possible Action Regarding Proposed Improvements to the WWI, WWII and Korean Veterans Monuments on the Parade Grounds - Mayor's Office

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

Robert Parisi, Secretary and George Cooke, Vice President of the Korean Veterans Memorial Fund approached the Council with the latest rendering of the proposed improvements and explained that, at the committee's expense, the sidewalk will be installed from Main Street to the monuments at a width of two feet (2'). Ciarlo's Monument Company has been directed to perform as much restorative work on the WWI and WWII monuments as possible. The Korean Veterans will, at no cost to the Town, also have the electrical work as well as all plantings done. A request was made that the Town assume the cost of the electricity for the lighting as the group will disband upon completion of their mission.

Mr. Zandri suggested that the sidewalk be constructed at a width of three feet (3') and of brick material similar to that which appears throughout the center of Town, installed during the recent North and South Main Street beautification project.

Mr. Killen was opposed to the installation of a sidewalk area, stating that he would rather see as much of the lawn preserved in on the parade grounds as possible.

Motion was made by Mr. Zandri to Approve the Entire Project with the Entrance Sidewalk Three (3) Feet in Width Constructed of Brick Material to Match Existing Brick Walkways Throughout the Center of Town, seconded by Mrs. Duryea.

VOTE: Killen, no; all others, aye; motion duly carried.

ITEM #5 Consider and Approve Granting Permission for Wallingford Center, Inc. to Utilize the Parking Area Adjacent to the Railroad Station for the Location of This Year's Celebrate Wallingford

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Festivities Scheduled for October 7 & 8, 1995.

Motion was made by Mrs. Duryea, seconded by Mr. Killen.

VOTE: All ayes; motion duly carried.

ITEM #6 Consider and Approve a Request by the Coffee Court to Utilize Town Property (Sidewalk Space) to Locate Seating Outside of Their Establishment at 50 North Main Street for the Purpose of Serving the Public - Mayor's Office

Motion was made by Mrs. Duryea, seconded by Mr. Zappala.

Mr. Knight asked, what is the square footage being requested for use?

Patricia Gindel, Owner of Ms. Prissy's Shop, Simpson Court, stated that the area to be used is 19' X 19' excluding the brick area between the sidewalk and the parking lot. It is their wish to place four tables with three chairs at each in the designated area, leaving a 6'7" walking path in the sidewalk. The pillars located in front of the store are constructed 19-20" out from the store's frontage which is the exact width of the tables, 19". No sidewalk space will be taken.

Mayor Dickinson stated that the owners of the shop would have to add the Town to their general liability policy. It must indicate that the Town was added to the policy as an insured for general liability.

Ms. Gindel stated that the Town presently has a general liability policy.

Mayor Dickinson agreed, however, the Town would be protected against acts and omissions committed by the business once added to the policy. If not, the Town could be drawn in but not necessarily covered against an incident.

Mr. Solinsky stated that a timeframe should be established at which time the usage should be reviewed and critiqued.

Ron St. Claire, 69 Gopian's Park stated that some notification process should be established should the insurance policy lapse the Town will be notified. He asked if a problem will develop due to litter being generated and blown/strewn around the area?

Judy Jones, Owner of the Coffee Court, responded that the table area will be monitored constantly to prevent such a problem. It will not be left unattended.

Mr. Zandri stated that the usage should be approved pending approval from Planning & Zoning and the receipt of a copy of the insurance policy. The term for the approval should be one year.

Motion was amended by Mr. Zandri to Approve This Request Pending Planning & Zoning Approval, Receipt of Required Insurance Certificate from the Owners of 50 North Main Street and for a Period of One Year

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with the Right to Cancel Such Approval at any Time for Just Cause, seconded by Mrs. Duryea.

VOTE: All ayes; motion duly carried.

ITEM #7 Consider and Approve a Revised Durham Road Pumping Station Agreement - Sewer Division

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

At the Town Council Meeting of April 11, 1995 the Town Council approved a draft copy of the Option to Purchase Agreement relating to the Durham Road Pump Station Project. Minor changes to the draft had been requested by the Seller's attorney since the draft had been forwarded to the Council for approval. Therefore it was the Council's position that the agreement with the changes and in its final form be resubmitted for their approval (Appendix I).

The following language changes have been made:

Section 10. Add the word "Wall" to the second to the last line following the words, "...of other property of..." and before the words, "as shown..".

Section 12. Add the word "and" to the second to the last line following the words, "..for design" and preceding the word "construction..".

Section 13. Add the word "borings," to the fourth line following the words, "..for the purpose of conducting test" and prior to the word "surveys..".

Section 14. Add the word "payment" to the sixth line following the words, "..the TOWN delivers to WALL" and prior to the words, "of \$20,000.00,..". Also add the word, "option" to the seventh line following the words, "extend the TOWN'S" and prior to the word, "under..".

Section 16. Add the words, "except those imposed by this agreement" to the third line following the word "encumbrances".

Section 17. Add the words, "except those imposed by this agreement" to the eighth line following the words, "or any defect in the title".

Section 18. Add the word "TOWN'S" to the last line of page 5 preceding the word "attorney..". Also add the words, "except those" to the end of the last line on page 5.

Section 18 (continued). Add the words, "imposed by this agreement," to the beginning of the first line of page 6.

Signature Lines - Add the word "SELLER" under Thomas J. Wall, JR.

Mr. Gouveia asked, What other Wall property is being referred to in Section 10?

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Roger Dann, General Manager of the Water & Sewer Division responded, it refers to the property immediately adjoining said property.

Mr. Killen commented that if time is of the essence in this matter then Section 14 language is not necessary to the agreement.

Mr. Dann explained that it facilitates the allowance of an extension of six months, if necessary.

Mayor Dickinson asked if the Town Attorney has signed off on this agreement?

Mr. Dann responded, yes.

VOTE: All ayes; motion duly carried.

ITEM #11a Executive Session Pursuant to Section 10-153d, 1-18a(e)(5) and 1-19(b)(9) of the CT. General Statutes with Regards to Strategy and Negotiations with Respect to Collective Bargaining

- Custodian's Contract
- Firefighter's Contract

ITEM #11b Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Regards to the Purchase of Property with Respect to the School Building Expansion Project

Motion was made by Mrs. Duryea to Enter Into Executive Session Pursuant to Section 10-153d, 1-18a(e)(5) and 1-19(b)(9) of the CT. General Statutes with Regards to the Strategy and Negotiations with Respect to Collective Bargaining for the Purpose of Discussing the Custodian's Contract and the Firefighter's Contract and to Also Enter Into Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Regards to the Purchase of Property with Respect to the School Building Expansion Project, seconded by Mr. Knight.

Mr. Gouveia stated that he would vote in opposition of entering the executive sessions due to the fact that he is of the belief that they should be scheduled at the beginning of a meeting therefore the public can be made aware that the meeting will start with executive sessions which will last an approximate amount of time. It is not fair to start the meeting and then ask the public to exit the auditorium and wait in the hallway while the Council enters executive session.

VOTE: Gouveia, no; all others, aye; motion duly carried.

It is noted that the Council, Mayor, Acting Personnel Director, Thomas Sharkey and Attorney Dennis Ciccarillo was present in Executive Session.

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

VOTE: All ayes; motion duly carried.

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ITEM #9 PUBLIC HEARING on an Ordinance Amending an Ordinance Appropriating \$3,500,000 for the Planning, Acquisition and Construction of Improvements and Additions to Yalesville, James H. Moran and Dag Hammarskjold Schools

The purpose of the ordinance is to increase the appropriation and bond authorization by \$295,000 from \$3,500,000 to \$3,795,000. and to provide that the appropriation may be expended for costs of land acquisition.

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Motion was made by Mrs. Duryea to Waive the Reading of the Ordinance in its Entirety and to Append a Copy of it to the Minutes of This Meeting, seconded by Mr. Killen (Appendix II).

VOTE: All ayes; motion duly carried.

Dave Canto, 4 Meadows Edge Road asked, what properties are being considered for purchase by the Town, where are they located and how will it increase the safety of the area?

Don Harwood, Chairman of the School Building Expansion Committee responded that the acquisition of property will allow for the maximum use of the land while picking up more green space. This will gain flexibility in the design of the addition by helping to square off the property. The Lyman property, located across from the VFW, cut into the parcel. The acquisition will help us to meet the D.O.T.'s request of a very well defined and laid out intersection at Route 68 and Hanover Street.

Mr. Canto asked if the area will be safe enough for children given the volume of traffic and pedestrians that will visit the site?

Mr. Harwood responded that Wilbur Smith Associates felt comfortable with the scenario.

Motion was made by Mrs. Duryea to Approve the Amended Ordinance, seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Pasquale Melillo, 15 Haller Place, Yalesville asked, what plans did the Town have for Simpson School?

Mr. Solinsky responded that there are no plans to spend money on the site.

Mayor Dickinson indicated that he would like to sell the building once the Recreation Department has moved. There are no plans to invest any money in the building other than for basic repairs.

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Mr. Melillo stated that recently it had been discovered that 6 Fairfield Blvd. has experienced 1-2' of water in the basement, is that true?

Mayor Dickinson responded that Public Works discovered a broken water pipe which has since been repaired.

Mr. Melillo suggested that a new ordinance be adopted by the Council to change the referendum process, requiring a simple majority vote and not a percentage of the number of voters who participated in the last election.

Mr. Solinsky noted that the referendum process as defined in the Charter has been voted in by the people upon adoption of the Charter.

Frank Wasilewski, 47 N. Orchard Street asked, what is the status of the Garden Road issue?

Mayor Dickinson responded that there has been no movement on the issue since the residents failed to unanimously except one of the two proposals made by the Town to correct the problem, one being to build a dike and the other to purchase all of the properties for a specific amount of money.

Mr. Wasilewski stated that back in 1993 the Mayor stated that the Personnel Director's position will be filled soon for he was in the process of reviewing four applications submitted for the job. Has the money been budgeted for that salary for the past two years?

Mayor Dickinson responded that it has been budgeted for since he does anticipate a need for a Director and Assistant Director in that office. He has not been able to proceed with a process that he feels comfortable with. There is an item on the agenda tonight regarding that issue, in order to develop an appropriate selection testing process.

Mr. Wasilewski asked, how many positions in the town are budgeted for but remain vacant?

Mayor Dickinson could not respond for he did not have that information at hand.

Mr. Wasilewski stated that it was poor budgeting on the part of the Mayor to fund vacant positions.

Mayor Dickinson responded that the vacancies are not planned, there are many unforeseen reasons for the vacancies.

Mr. Wasilewski asked the Mayor if he had projected the cost of evicting the remaining tenants at Fairfield Blvd.?

Mayor Dickinson responded that currently there are three tenants. One is leaving this week, one is renting on a month to month basis and his office has been communicating with the last tenant.

Mr. Wasilewski stated that back in 1993 there was a committee to study the feasibility of having an Ice Rink/Recreation Center. Since that time the Recreation Center has found a new home. Where does that

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leave the plans for the ice rink?

Mrs. Duryea responded that she no longer has any fight left to pursue the ice rink.

Mr. Solinsky stated that the committee is still working on that charge.

Reginald Knight, 22 Audette Drive stated that several months back he brought to the Mayor's, Public Works and the Town Council's attention that there is a certain individual around the Simpson School area, as well as other areas of town, who fails to shovel the snow from the sidewalks that are adjacent to his properties. Has anything been done about that problem?

Mayor Dickinson stated that the sidewalk inspector, Joel Cassista of the Engineering Department, did visit the sites mentioned and most of the snow was gone.

Reginald Knight responded that the snow was present for ten days and if it had lessened it was due to it melting and not being shoveled.

Mayor Dickinson stated that there was no conspiracy to avoid forcing the person to shovel their sidewalks.

Reginald Knight suggested that this building (Town Hall) be converted to a Recreation Center for it would be located in the center of Town and the Town Hall can be moved to 6 Fairfield Blvd up on Route 68.

ITEM #10 Discussion and Possible Action Regarding Disclosure of All Publicly Bid Construction Costs Prior to Approval of Funding Ordinance on the School Expansion Project

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Mayor Dickinson referred to correspondence he forwarded to the Council recently (Appendix III) detailing his concerns with the School Building Expansion Project which will have a significant impact on the community, whether it be for construction or the ultimate maintenance operating costs, it will have a very large impact. As a result, his concern is that through happenstance, what the schedule appears to be in dealing with the funding of the construction project. What we are anticipating is a process of multiple amendments of the ordinance. We have already amended the ordinance two or three times. We will have to amend it again for construction as the bids have been received on Yalesville School. He stated that a project of this size should involve an effort to disclose complete costs before we undertake a commitment. Multiple amendments make it appear as though there is not an effort to totally disclose the impact on the community even though that is not the intent. It has the appearance of gradually chipping away until the total gets larger and larger. That is a legitimate concern, therefore the reason for public discussion, to alert everyone to that issue. Secondly, the costs on Yalesville School which has been received does not include all costs on the school such as sidewalks, demolition of houses, traffic lights, cleaning of the

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building post-construction and the cost of fixtures and furniture. The total could be a significant sum of money. Third, we should maintain as much flexibility in this process, as possible. By committing to Yalesville that will eliminate that portion of the project from any adjustment in cost. We have estimates about the total. If the total comes in at \$33 million, with Yalesville already committed to, all adjustments of cost to the project will fall on the middle schools. There will be no ability to adjust costs at the elementary level and that could have a severe impact on the total question of providing for educational needs. Our ordinance title indicates three schools but we are not coming in with a total on three schools. We are coming in with bits and pieces. There are good reasons for that happening, he is not saying that there is any intent in wrong doing or any intent to hide anything but the effect of it is to incrementally receive commitments on this to the point that our ability to adjust the total figure will be severely curtailed. To update the Council on the status of the construction manager contract, it has been signed today. The difference in time between the bidding on the two facets of this project, the Yalesville School project portion and the middle school portion is two months. On a project estimated to be \$26 or \$27 million in size, he stated that we owe it to the public to have firm figures at the point that we begin obligating the Town to payment on the indebtedness, entering into contracts and beginning construction. The budget presently has \$800,000 in it and we will need almost another \$800,000 just for indebtedness payments, assuming the project cost is \$27 million. That does not include any increase for operational costs.

Mr. Rys stated that he was in possession of an updated master control budget which lists land acquisition costs, demolition of buildings, furniture, furnishings, equipment, computer network, etc., totalling \$1,817,500. as the updated costs as of April 20, 1995. It also reflects a savings of \$260,958. He asked if a member of the School Building Expansion Committee (S.B.E.C.) would explain the figures.

Mayor Dickinson stated, those are all estimates. Until we have bid costs we cannot rely on those estimates.

Don Harwood, Chairman of the School Building Expansion Committee; Jeff D'Onofrio, Contract Attorney for the S.B.E.C.; and Dirk van Luling, Construction Manager from Gilbane were on hand for a presentation.

Mr. Zandri stated, this is not the first project that the Town has done in incremental adjustments to the bonding ordinance. No one is trying to deceive the public for right from the start it has been well known that this project was going to be approximately \$28 million.

Mayor Dickinson responded, he was not aware of another project of this size where we are coming in on this type of incremental basis.

Mr. Zandri stated, the Mayor is questioning the dollars and whether or not it would impact the middle school project if we go forward with Yalesville. It is not a question of costs, it is a question of need, not only do we need the elementary school the way it is designed but we also need the middle school the way that they are designed. These

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are plans that have been approved by the Board of Education as well as the Town Council. It is a question of need (applause).

Mayor Dickinson stated, with the recession that we still have, with the lay offs that are still occurring, cost is a significant word. This Town cannot afford anything and everything it wants. He would not be doing his job if he lead the Council to believe anything else. It is not a time to be throwing caution to the wind and saying that anything that we want we can get.

Mr. Knight stated, he cannot believe that after the many, many hours that he has watched the committee work that he, the Mayor, can characterize their work as throwing caution to the wind. He does not think it is fair (applause).

Mayor Dickinson clarified that his comments were not directed at the committee but at Mr. Zandri's comments.

Mr. Knight stated that cost has been first and foremost in the mind of the committee in all the work that they have undertaken.

Mr. Zandri stated, it is not his position that we spend thoughtlessly and build a Taj Mahal. We do have the ability to pay for this project without raising taxes, it is simply a matter of whether or not we want to utilize the funds that are available to us in the most efficient way that we can.

Mr. Gouveia added, unreasonable people may think what they want but the fact remains that he believes that the committee and the Board have been up front keeping everyone informed of what has been going on. In addition to that, every time the projection of the cost changes there has to be a public hearing which is keeping the public informed at all times. He would almost consider it more irresponsible to throw a hypothetical figure of \$33 million because it is his fear, from past experience, that he will read in the newspaper tomorrow that the project will cost \$33 million instead of \$28 million. The committee has done a fantastic job keeping everyone informed.

Mayor Dickinson stated, it is not a question of any wrongdoing. When the costs come in on this project you will have people wanting to know what happened and how we got where we were, are and will be. He stated that he wants everything out front now because as this process goes through and we amend this ordinance, several times, with the costs steadily increasing, ultimately it will be his office (Mayor's) or the Council who will have to answer the question as to why taxes have gone up.

Ms. Papale asked, what kind of delay would Yalesville School experience if this does not happen as we have scheduled it? She was not 100% happy with this project from the very beginning, however, once the decision was made that Yalesville School would be renovated and that we would work on Moran and Dag, she accepted the fact that this was something that had to be done. She continues to feel that way even though it is not being done the way she would have liked it to be but it will make a difference to her to know how long it will

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take for Yalesville School to be ready. We made up our mind, now we need to go ahead with this. She received the Mayor's letter over the weekend and was disturbed to find out that the Board of Education was never informed by anyone that this item was on the agenda until a Councilor called to inform them (applause). She could not understand why the Board was not informed. She took it for granted that the Mayor would have informed them of his decision.

Mayor Dickinson responded, he has not made a decision. He is bringing an item up for public discussion. He called the Superintendent of School's Office last week, he was away. He spoke with Don Harwood and Jon Walworth (S.B.E.C. members), with the representative from the construction manager's office, we reviewed this, Bob Pedersen, Purchasing Agent was involved, there is not effort to leave anyone out of the process. Unfortunately with budget matters and hundreds of other things, it is impossible to do everything exactly as everyone would prefer. It does not change what is the central issue here which is significant. Advance notice of what we are obligating the Town in the way of indebtedness over a twenty or thirty year period is the issue.

Don Harwood, Chairman of the School Building Expansion Committee stated, to date, we have appeared before the Town Council nineteen (19) times to try and inform them of what is going on. In February of 1994 the Council was presented with an order of magnitude costs associated with this project. On March 8, 1994 preliminary cost estimates were presented; on June 28, 1994 schematic design cost estimates were given; in December 1994 construction cost estimates were presented; today, the bid dollar numbers are in. There has been an effort on the committee's part to ensure at all times that the Council and the public have been fully aware of where we are headed with this. The Council was referred to the updated master control budget (Appendix IV). On April 18, 1995 at the Council's first budget workshop the committee provided the Council with a sixty day window (Appendix V) to show exactly the direction in which the committee is moving ahead and what they would need from the Council to meet the overall goals that have been established by the Council and the Board of Education for the committee. In that correspondence he indicated clearly that there was a little slippage in the schedule which will now make this a twelve month construction project rather than a fourteen month, which the committee hoped would be available. To ensure that the committee meets the Town's expectation of a September 1996 occupancy time frame, he asked the Council to consider the schedule of events before them (in the sixty day window schedule) and include the item on the agendas of the April 25th and May 9th Town Council Meetings as noted on that schedule. After requesting that an item be placed on tonight's agenda to schedule a public hearing for May 9th he was perplexed as to why the item did not appear as requested.

Mr. Gouveia stated that he, also, wanted to know why the item was not placed on the agenda? He asked Mr. Harwood, when was the correspondence requesting placement on the agenda presented to the Chairman and/or Mayor?

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Mr. Harwood responded, on April 18th, during the Council's first budget workshop he hand-delivered the letter to Town Clerk, Kathryn J. Wall requesting that it be distributed to all Councilors that evening, which it was. She presented the Mayor with his copy the next morning. He spoke with the Mayor on Wednesday, which was the date of the bid opening on Yalesville, and was made aware that the Mayor did receive the letter.

Mr. Gouveia asked Mr. Solinsky why he failed to place the item on the agenda?

Mr. Solinsky responded, there was no back up information with it. Usually we have a bonding ordinance from the bonding attorney. We could not take action on it without the paperwork.

Mayor Dickinson stated, the letter dated April 18th, includes the critical path timeline but does not include any total as a request for amending the ordinance. There was nothing indicating the accepted bid for Yalesville.

Mr. Harwood responded, the committee provided those cost estimates on April 21st as stated in the letter of April 18th.

Mr. Gouveia stated, in the spirit of cooperation, if you did not have the total when the letter was submitted, instead of ignoring the committee and not placing them on the agenda, did the committee receive a phone call stating that unless they brought the figure forward, the item would not be placed on the agenda? Did anyone call the committee and inform them?

Mr. Harwood stated, the committee received no direction from Administration or Council. No contact was received from the Council Chairman at all.

Mayor Dickinson stated, Robert Pedersen, Purchasing Agent, indicated that it would take some time to go through various bids and determine which ones were successful, it is not a quick process. Has that determination been made as of tonight?

Dirk van Luling, Construction Manager stated that on Thursday, he received twenty-four (24) proposals to twenty-six (26) bid packages. We have reviewed the vast majority of them and have questions remaining of three of them. We continue to get information in this week.

Mayor Dickinson asked, have you completed your review and are in a position to make a recommendation as to the awarding of the bid?

Mr. Luling responded, we are prepared to make a recommendation on the vast majority, there are three still outstanding.

Mayor Dickinson asked, until you have three outstanding we would not be in a position to move forward with amending the ordinance, is that correct?

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Mr. Solinsky stated, when we receive a request to set a public hearing we get legal documentation as to what that ordinance will be.

Mr. Zandri asked, who initiates that paperwork?

Mr. Solinsky responded, he believes it to be the Finance Department.

Mr. Zandri pointed out that it is not the committee's responsibility to do so then.

Mayor Dickinson reiterated that he had not received any dollar figures from anyone as to the award of a bid.

Mr. Zandri responded, if that was a stumbling block, then wouldn't you question or state that you could not move forward on this and give a reason why?

Mayor Dickinson answered, he was aware that the committee had not finished their review.

Mr. Zandri stated, if the committee had been aware of that stumbling block they may have been able to escalate their review process to meet what ever deadlines that were necessary to meet.

Mayor Dickinson asked, how can you move forward with an ordinance without having the total figure on the bids received?

Mr. Harwood stated that the committee is working very hard to make sure that they are crossing all the "T's" and dotting all the "i's". He referred to minutes of the October 12, 1993 Town Council Meeting in which he .."impressed upon everyone the importance of teamwork between the Town Council, Board of Education, Administration and Committee." At the February 22, 1994 Town Council Meeting it was stated at that time that "The committee's objectives are to assist in providing a cost-effective quality project, maximize remaining time to meet the 1996 timeline, work with the Town to ensure expeditious approvals associated with the project and continue to work towards a partnership...".

He went on to say that the committee is comprised of extremely talented individuals who have brought expertise far and beyond what the Council would have to pay a phenomenal fee for. In good faith, the updated master control budget, which was delivered by Mr. Walworth while on vacation, was the committee's effort at ensuring that the committee met what it believed to be the expectation of the Town. This committee is a committee of the Council and of the people of the Town. We need guidance from people. To not give the committee that help is a shame (applause).

Mr. Harwood went on to state that a figure of \$25,000 appears in the budget for Yalesville School for sidewalks. The committee was never instructed to deal with off-site improvements associated with the project but that was placed upon the committee by Planning & Zoning at a P&Z meeting one month ago. So the committee again, in good faith, went out and made sure that it covered all the bases.

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With regards to the demolition of houses, it is in there listed as Item #2. There are two houses which are potentially going to be demolished. Order magnitude costs were obtained from two companies to demolish them, to deal with asbestos abatement associated with the demolition, termination of utilities, etc. That figure is included in the ordinance amendment presented this evening and voted on. The services of Wilbur Smith Assoc. have been engaged for traffic consultant. They have provided estimates in the amount of \$75,000. These are numbers that can be taken to the bank, we are putting up traffic lights all over town. These are hard figures based on experience. The post-cleaning of the buildings has to be put out to bid when the project is near completion. Bids cannot be submitted without some idea of precisely how much work has to be done. Yes, they are estimates and not hard numbers but when you look at the total number, they are very fair, equitable numbers at this point in the project. Good industry means can be used to target the costs for particular items such as the chair lift and two-stop elevator. They are not so unique and out of the ordinary that a comparison of the costs of the items cannot be made. The lion's share of the project has been very carefully scrutinized. In fact, the committee has come in with over a \$1 million savings then what was projected in December of 1994.

At this time Dirk van Luling, Construction Manager explained the consequences of not adhering to the critical time path. If we are put into a position to start construction on August 15th or September 1st when the middle school actual dollar amounts will be known, that represents a two and one-half month slippage. That will occur throughout the course of the project so that, theoretically, you will see construction finishing August 15th of the following year. However, if you take a look at the twelve month schedule which exhibits a completion date of June 15th, that is predicated on having a new addition fully enclosed by the end of November. With windows in it it will allow for external heat and continue work during the winter months inside the building. If we begin construction August 15th or September 1st we will not have the building enclosure until some time in late January or February. He has canvassed all of the successful bidders and asked, what impact delaying the start of the project would have on their work? He tabulated the items and gave this brief overview:

- there are weather conditions which will effect all of the contractors - site work, concrete work will be pushed off until the fall months, traditionally October and November are very rainy periods that you would not otherwise encounter if working in the summer. The site will be unstable to work with. That implies extra de-watering in the trenches, lower productivity and causing the use of much more stone to stabilize surfaces where scaffolding would be built or for the erecting of a crane. Those are costs not included in the budget currently.
- As you move further on into the construction period, the mason was scheduled to start September 1st and be finished at the end of November. He would then be starting in November and finishing in February. He will need to enclose the walls and

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as he is building the walls. That money is solely for heating and temporary structures around that area. With the extra work and time of the year the mason feels that he will not only experience productivity loss but he will also experience lost days due to weather, approximately thirty in number.

Now we are not talking about a two and one-half month slippage, but a three and one-half month slippage.

The concrete work which would normally be performed in September when the weather is warm and it would be finished in a few hours, will be now be finished in November and December when it is colder. A slab that may only take a few hours to finish in September can take as much as twelve to fourteen hours in the colder weather.

These are just a few examples used to answer Ms. Papale's question regarding what consequences would arise by delaying the project by the two or so months. It would result in approximately \$188,000 of additional costs resulting from the delayed start. Those funds could more realistically be spent on mortar and bricks and furnishings as opposed to heat which will dissipate in the air. The building will also not be ready for occupancy at the beginning of the school year.

Mr. Zandri asked, if a public hearing is to be scheduled, do we need the bonding document in order to do so?

Mayor Dickinson responded, we need an ordinance title with a dollar figure. We don't have to have the document. It is not a matter of documentation, we can set a hearing date with a fax from Attorney Fasi.

Mr. Zandri suggested holding a special meeting on Monday, May 1st since the Council has a budget workshop scheduled that evening, and we could set the public hearing at that time for May 9th. We could then have all our figures and ordinance title.

Jon Walworth, S.B.E.C. member stated that ninety-eight percent (98%) of the construction amount costs have been verified, cross-checked against and the low bidder determined. The low bidder is approved by the S.B.E.C. as of their last meeting. The only amounts that the construction manager has not set a budget amount to is less than two percent (2%) of the project. That two percent (2%) is equivalent to the bonding costs that were developed by Tom Myers, Comptroller, out of the air. If we can have an estimate at the bottom of this project of two percent for temporary bonding that the committee assumes that it can also have a two percent for items that have been estimated by a professional for the elevator and wheelchair lift. The Mayor's letter and the approach suggested by him will not allow the committee to complete the project on time and allow the children to take occupancy of the school by September of 1996. He reminded everyone that the Town had not been in receipt of the bids for the new Recreation Center when that item went to referendum. The delay makes moot the Council's attempt to waive the bid for the construction manager's project

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performance so that we can accelerate Yalesville. Here we are at a point in time when we have tried to take a seven month process and narrow it down to four or five months..that would be throwing the bath water out with the baby when we delay the project by two months. The delay in the project will result in an increase in the project cost that could have been used to purchase additional classroom space with. Back in December of 1994 the S.B.E.C. informed the Town's Administration that these projects, Yalesville on one hand and the middle schools on the other, would be six months in distance from one another and asked for help in developing requests for proposals (R.F.P.s) for the construction manager. At that time both Purchasing and the Town Attorney's office were part of the review of the R.F.P. which showed that the committee would be six months in distance on the two projects. This is not new news. Imagine the situation when we delay Yalesville and then our request for an extension of the fifty-four percent (54%) participation from the State was lost. Who would want to tell the townspeople that we were going to get fifty-four percent (54%) reimbursement on Yalesville but because we decided to hold the project up, we are only going to receive thirty-six percent (36%)? The committee has dealt with a few delays, one of which was the addition of the Yalesville School roof from the bid that was done two years ago and has now become the responsibility of the S.B.E.C. only a few weeks ago. Because of the fact that the roof was put in as an addendum, Yalesville has been delayed a few weeks. We don't want to delay it any longer. If the school will not be ready by September 1st then it will have to be another year.

Mr. Knight stated that the Council has been reviewing numbers over and over again. Every time we receive harder and harder numbers, they have been going down. Now we have numbers that seem to have met the test as to what to bond for the project. As reported by the S.B.E.C., they cannot predict every last nickel that will be spent from now until it opens but it would appear as though they are as close as we need them to get to set the public hearing and amend the ordinance. He asked the Mayor why he was of a differing opinion on this issue?

Mayor Dickinson stated, we don't have figures indicating the amount of the award of contract on the elements bid on Yalesville School. Dirk stated that he is still reviewing several aspects of that and Mr. Walworth indicated that they could estimate two percent (2%) of that total, meaning that they could not arrive at a conclusion in their review as to the exact dollar figure for the award.

Mr. Knight asked, what does that matter? Why does it have to be down to the last penny?

Mayor Dickinson explained, we are dealing with the necessary elements of proper procedures. Ordinarily when we have a bid, we take the bid received, the amount that we are going to award and that amount is the subject of the ordinance for funding. We usually don't go out ahead of time at the first estimate, draw up an ordinance for a specific dollar amount and then go out to bid.

Don Harwood stated, on April 21st, Friday, the S.B.E.C. provided the document that gives the number. The \$9,104,498., which includes debt

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administration, was presented.

Dirk van Luling stated, the total value of the construction work is \$7,026,148. of which only \$120,000. is not a firm number, the balance is a firm number. The three bid packages that are still being reviewed are not being reviewed with respect to the financial side, but to their references to assure that they are qualified bidders and have the proper safety requirements, etc. The committee is very comfortable with the numbers that have been presented by all of them.

Mayor Dickinson stated, there is nothing on the document he has been given that lists the \$7,026,148. His total shows \$9,104,498. The purpose of the page was to indicate the estimated costs for the total project. We are confusing that with, what were the elements that were bid, what amount of money are we going to amend the ordinance for this time to reflect what we will award in bids? There is no way to derive the \$7,026,148. from the list of items.

Mr. Harwood responded, that is absolutely correct because the number that the committee is asking to amend the ordinance by is \$9,104,498. the total number that the bonding ordinance will need to be adjusted by.

Mr. Zappala stated, if we are waiting for someone to hold a referendum this time, we are wasting our time. We did purchase the Fairfield Blvd. building with an ordinance and we had no idea how much we were going to spend. This is the time to act if we are to build a school. He would hate to see a delay on Yalesville School, it is a very important project. If we have to cut someone, let's do it but it is not wise to delay the project (applause).

Mr. Zandri made a motion to hold a special meeting on Monday, May 1, 1995 for the purpose of setting a public hearing to amend this ordinance.

Mr. Solinsky stated that a motion is not necessary if we have a figure we can hold a special meeting to set the public hearing.

Mr. Zandri stated, the figure is here tonight, and between now and Monday the Mayor's Office and Mr. Myers can obtain the necessary paperwork needed to set the public hearing.

Mr. Zappala seconded Mr. Zandri's meeting.

Mr. Solinsky agreed to hold the special meeting.

Mayor Dickinson asked, what was the total of the bid received for Yalesville School and what was the subject of that bid?

Mr. van Luling responded, the total we took bids on was \$7,026,148.

Mayor Dickinson stated, we are amending the ordinance for a publicly bid construction contract. All of a sudden we are adding another \$2 million onto it?

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Mr. Zandri responded, no. We are reflecting all the other costs associated with the project. It is beside the point that they have not been bid yet. We are bidding this job on a project by project basis, in small increments, not an entire general contract project. Do you, Mayor, expect us to schedule a public hearing every time they go out to bid for something like sidewalks for \$25,000.?

Mayor Dickinson stated, that is one of the questions that he has raised throughout the whole process, now he hears that we are going to include in an ordinance amounts that have not even been bid yet, to the tune of an additional \$2 million. That tells any prospective bidders not to worry about what they are going to bid, you can look at our funding ordinance which should tell them exactly what they should bid.

Mr. Zandri responded, no it won't for it won't be lumped into one general contract, it will be individually bid by job.

Mr. Knight stated, we have been receiving these cost estimates for a long time and yet they keep going down and down and down. If the bidders are so smart, why do the costs keep going down (applause)?

Mr. Walworth stated that he has been in construction and engineering for a number of years and he will grant that there is probably one bankrupt contractor who would look at an estimate and say that will be his bid. No one who wants to stay in business looks at an architect's estimate and uses that as their number. If so, they will no longer be reading estimates but selling candy. That is not a valid argument, Mayor and you should not use it anymore.

Mayor Dickinson stated, the experience in his office tells him exactly the opposite. His office receives calls from contracting firms asking what we.....

Mr. Walworth interrupted, exactly, because they want to know if the project is worthwhile, if it is too large or too small. If you see firms that use that methodology, good luck to them. You will not see their name next year.

Mayor Dickinson asked, if you were going to have work done, would you tell the person, the firm from which you want to have the work done, what you are willing to pay and then ask them, what will you charge?

Mr. Walworth stated, we give out estimates on major categories, yes we do.

Mayor Dickinson responded, that is not the process that the Town has used since he has been mayor. We have insisted on bid amounts, then the ordinance is constructed to avoid the issue of disclosing ahead of time what we will pay. He knows for a fact that we have seen reductions in the amounts of the contracts offered, below what they offered initially.

Mr. Gouveia stated, the bonding ordinance for Fairfield Blvd. was \$1.3 million. What was the money for?

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Mayor Dickinson answered, the \$1.3 million was for the purchase....

Mr. Gouveia stated, it did not cost \$1.3 million to buy it.

Mayor Dickinson responded, there was money in there to hire an architect as well.

Mr. Gouveia asked, did we go out to bid on the architect?

Mayor Dickinson responded, not as yet.

Mr. Gouveia stated, what are we talking about then! Mayor, you don't want to see this project go forward why don't you state it that way (applause). Isn't that \$1.3 million also for a gym that we want to place in there? Did we go out to bid on that? You wanted that project, Mayor, you wanted Fairfield Blvd.! (applause)

Mayor Dickinson stated, if we want to make this a debate about who wants the project, that one time sidewalks within a mile of the school was the subject of some discussion. I helped to clear up the issue that the sidewalks, 1 mile away from the school were not a legitimate part of the project. I am supportive of the project but not supportive of the sacrifice of principles that have been used for the planning and development of projects in this town during the time that I have been Mayor.

Mr. Gouveia answered, then you have violated your own principles with the Park & Recreation Building.

Mayor Dickinson responded, the Park & Recreation Building first of all involved the purchase of a site, there was no reason to deal with much beyond that other than when we first went into it we felt that we didn't have to deal with an ordinance, we were going to purchase the site and move forward. It generated from there over referendums and a lot of other issues, but that is a \$2.5 million project versus a \$26 or \$27 million project.

Mr. Gouveia stated, there is no price on principles, Mayor. If that is the principle, then you should have waited also on that project.

Mr. Zandri amended the motion to include the dollar amount of \$9,104,498. by which to amend the ordinance by.

Mr. Harwood stated, there is extreme consistency in the presentation that the committee has brought forward as well as in what we have witnessed the numbers doing. For all of the items for the five different presentations to the Council, the contractors are certainly not using those numbers, they were estimates. Ironically, the numbers that were presented in the past for Yalesville School are lower, so obviously people are bidding below what the available funds are. He suspects that is what will happen as the committee proceeds with bidding the last few items. The committee has tried very hard to make sure that everything is on the table, that the numbers have always been brought out in full view for the Council, Mayor and public.

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Mr. Solinsky stated that he will call the special meeting but he did not think that the motion was proper or needed to be made. He vowed to call the meeting and set the agenda providing that Mr. Zandri puts his request for said meeting in writing to Mr. Solinsky.

Mr. Knight stated, it seems to him that after listening to the construction management firm and committee, what comes to mind is the story, "Of for want of a nail, the kingdom was lost." Here we are at the eleventh hour and fifty-ninth minute, about to start a project that has been a gleam in people's eyes in this town for years, and we are arguing about whether or not it comes close enough to the actual total cost. He cannot understand the logic behind that. This is a project that has universal support from the Board of Education and it would be a crying shame to spend \$188,000. in wasted construction money, not even considering the cost to the school system for not having this school ready for occupancy in September of 1996. Let's get on with it and get on the road (applause).

Mr. Killen stated that he approves of setting the public hearing but what disturbs him is that we are not utilizing any of the Town's reserves or any of the earnings of the Electric Division to pay for these schools. We have a Capital & Non-Recurring Fund of which the entire account is funded to repair bridges and roads solely. Yet, the original purpose of that fund in 1963 was to build our school system. That was how we achieved building most of our schools in the past. We have the kind of cash flow that we can pay for it, in cash, over a five year period. None of the outstanding projects such as Community Lake, Community Pool or the Recreation Center appear in the fund, even though it is projected out over a five to six year period. This is not planning and no way to run a railroad (applause).

Mary Wojiski, 60 Nod Brook Road and a Cook Hill School parent, stated that she was very upset with the Mayor. We all want the best for our children, and she is willing to settle for second-best but not willing to settle for the caboose of the education system. You cannot start the children in October, nor on double sessions. She did not mean to attack anyone here but asked, where have you been, Mayor? Things cross your desk, don't you read them? You have asked several questions to this gentlemen (Mr. Harwood) and he had his answers ready for he knew what he was talking about, as did the Council but the Mayor did not understand what was going on. Don't you read your mail? Our classes are getting bigger, developments are getting bigger, our finances are growing in the Town. Rita Kovacs starting fighting for this school expansion project before her children even entered Cook Hill School, since then her daughter is in fifth grade. This has been going on for years. We can see how the costs jump just by waiting another three and one half months. The frustrations are at an all time high. We have to stop this nonsense and do the right thing which is to go ahead with this project and stop the delays. This squabbling has got to stop. Get it done! You cannot nickel and dime education because that is exactly what you get, a nickel and dime education! Her daughter deserves a heck of a lot better than that! (applause) In reference to the Mayor's comments that he could not reach Dr. Cirasuolo, she informed the Mayor that the Town has a Board of Education panel that consists of more than just Dr. Cirasuolo. You

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should have tried to reach Suzanne Wright, Board of Education Chairperson. She did not understand why the Board was not notified. The S.B.E.C. is working very hard as is the Council and it is distasteful that we keep putting them on the defensive for information that has been on paper and agreed to. We voted everyone in by their platforms and that is the reason most of you were voted in. She did not want that platform to change. She was not particularly happy that her taxes would go up but for her daughter it was worth it (applause).

Dave Canto, 4 Meadows Edge Drive asked, of the \$10.3 million listed on the projection screen, what percentage of that is actual bid cost?

Mr. Walworth responded, it is made up of several different bid items, one of which is the \$7,100,000. for the construction portion. Architectural and engineering fees that were bid and pro-rated for this part of the project, the environmental work and several others are bid so it is not \$10 million nor as low as \$7 million.

Mr. Canto asked, if someone were to ask, how much more money would you need to go ahead with Yalesville School, what would your answer be?

Mr. Harwood responded, \$9,104,498. is what the committee is very comfortable with.

Mr. Canto asked, if the Council were to approve the \$9,104,498 increase in the ordinance on May 9th, is the committee satisfied that it could go ahead with the project as scheduled?

Mr. Harwood answered, exactly.

Mr. Canto did not agree with the total project and understood where the Mayor was coming from, however, the effect of this action proposed tonight is to kill Yalesville if it is delayed three months. He (Mr. Canto) suggested dividing up this project from the very beginning but some people had the philosophy of all or nothing. Since we have started the process, the best thing to do is to go ahead with setting the public hearing for the \$9.1 million and from then on, we should follow the Mayor's suggestions with regards to actual costs. The time will come when we will have to know what the total cost is for the entire project before we move.

Mr. Harwood stated that this approach used for Yalesville will be the same approach used for the middle schools. There will be items that will have very good numbers that the committee will be comfortable with but they will lag just a tad behind on some of the items. What we will have the benefit of, however, we will be able to look at a two and one-half month window to look back at the beginning stages of Yalesville School to validate the numbers presented.

Mr. Canto was concerned with the total cost of the project. He stated that it is his opinion that the Town cannot afford a \$27 million school project.

Susan O'Hara, 15 Casella Drive read the following prepared statement into the record, "Here we are again tonight in front of another board

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in front of another Council to bring our feelings and now, again, in front of you in hopes to stop this absurd idea to delay the vote at Yalesville. I have seen a few of the faces on the Council that had been at these meetings to see how serious we are, how concerned we are and how right we are. Iris Papale, Geno Zandri, Steve Knight, Ray Rys, I know that I have seen you there and it made me feel that we had a common goal that we were working towards and we all realized how hard that was, trying to change opinions, opening some eyes and seeing how we are expanding as a community, realizing that we can't wait. So many people say, "when Yalesville opens and redistricting takes place". I would always respond, "Don't count on having Yalesville be your school and you don't know where your child is going to be." By you (Mayor) arguing to delay this I feel that we have let everyone down. Thank goodness children in Wallingford are resilient. Some don't know any better and some will never know, especially if they are in certain elementary schools which are so severely overcrowded that their corridors are about to explode. I wish some of you would have to be in the environment that these children are supposed to learn in. I am sure you would not be productive but we expect our children to be. I hope you will take into consideration all the collective hours that everyone has put into this project and not put this project in the closet that Mr. Killen always talks about where there are papers with great ideas and great proposals that are now absolutely useless, Thank you (applause).

Wendy DeForge, 2 Garden Road stated, I feel confident that Mr. Harwood and Mr. Routhier, personally, are the parental watchdogs we have on this project for Mr. Harwood has three small children and Mr. Routhier has two. Their taxes are as important to them as mine are to me. I feel confident that the Board of Education is my educational watchdogs and I feel that the Town Council tonight share the same feelings of importance with this project and it is a long time coming. I think that what we have seen tonight is that this volunteer committee is put on the defensive when our paid public official, Mr. Mayor, unfortunately we see how you really feel. When we look at \$26 million, the committee does not need to answer, you need to answer. How did it get to \$26 million? How did our schools get in the shape that they are in? You have been Mayor twelve years, you play a big part in that number and you have to answer to the Town of Wallingford, yes, for the dollars of that \$26 million, but you play a big part in how it got that high! (applause). You have talked at D.A.R.E. graduations, I was there a month ago when you came to Cook Hill School and you had to pass seven portable classrooms, six the year before, five the year before, four the year before and then you are putting the committee on the defensive? It is wrong! You tell the townspeople of Wallingford why that number is so high! Mr. Canto, if Yalesville School opens, where do you think that those students will go to middle school? If we are talking about a building project now with facts and figures, why would you want to separate those projects? If you have to scale the numbers down a little bit, o.k., but my children have already had seven portable classrooms and I am not putting them in Dag or Moran with more portable classrooms. Absolutely not! I have a good feeling with the Council but I feel that in the past three years I have lived here I have not heard the Mayor say that education in Wallingford is very important to me (Mayor).

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Let's say what we really feel here, the Mayor needs to change his views on education in Wallingford. If you are upset about the \$26 million, Mayor, then look in your office (applause).

Pasquale Melillo, 15 Haller Place, Yalesville suggested that the Council adopt the Mayor's objective attitude on this issue. A few years back when the issue of magnet schools and at the early stages of discussion on opening Yalesville School, the figures were \$12 million. Now it is up to about \$27 million. People are right about the issue of Fairfield Blvd., the Mayor should not have waived the architectural services bid, however he has corrected himself with this situation and is showing under no uncertain terms that he will be very dogmatic in scrutinizing the budget.

Dave Routhier, 34 Nod Brook Road, S.B.E.C. member, commended Don Harwood and Jon Walworth for the tremendous amount of tact and patience shown not only tonight but through several other meetings with similar tones. The Mayor does state that he is in favor of Yalesville School but I believe that he is on record as being totally not in favor of the size and scope of Yalesville School from the outset of the project. I think that has been made very, very clear. Secondly, I have said repeatedly that the \$26 million, incidentally it is down from the inflammatory price tag of \$30 million that was bandied about so heavily by certain people in this room, the Town's share of that \$26 million is forty-six percent (46%). The Town's actual cost for this building project, if funded in its entirety, is less than \$13 million. The remainder is coming from the State and, yes, we are all taxpayers paying into that fund, but so are the people in Naugatuck, in Cheshire, in New London, that money comes from them as well. It will be spent here, in our community. Please remember that the Town's share is forty-six percent (46%) of the dollar figure. I would be remiss if I didn't mention the Yalesville roof again. For two years the committee has asked that the roof over the existing portion of the Yalesville School be rolled into the building project for several very concrete reasons. First, we are designing a substantial addition to the school and we were not certain what the renovation of the existing portion would entail. Secondly, we felt that if we rolled the re-roofing of that existing building into the project we would be reimbursed fifty-four percent (54%) of that roof cost rather than have the Town bear the entire cost. For whatever ungodly reason and to this day, I still have not heard a good one, certain elements of the Town have resisted, if not refused, the committee's good faith request to do so. Now all of a sudden a month before we are ready to go out to bid, or a week before, now we are asked to roll the roof into the project? Come on, objectivity has very little to do with what went on in this room, this evening. The main reason for what happened tonight is that the Mayor is not in favor of Yalesville School the way it stands, he mentioned it himself in his statements. You said, Mayor, if we do this now, where is our ability to adjust or massage Yalesville somewhere down the road? No one that I know of is in favor of adjusting or massaging Yalesville any further. Our estimates have been solid, based on more than some dream as they grow shaper and sharper into focus. They (the numbers) are doing exactly what we have said, as a committee, that they would

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do all along. He urged the Council to continue in the vain in which they have begun (applause).

No action taken.

The Chair declared a five minute recess at this time.

ITEM #13 Consider and Approve Local 1303-60 Custodian's Board of Education Contract - Personnel

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Mr. Gouveia commented that the Board of Education should be applauded for the outstanding contract that they negotiated and by the same token the members of this union should also be applauded by recognizing the economic kind of conditions that we live in and to offer this kind of contract, and without going to binding arbitration was good.

Mr. Zandri echoed Mr. Gouveia's comments. Another contract has been generated from the Board of Education which is very favorable and falls within all the guidelines set by the Council. He commended everyone involved on a job well done.

Mr. Killen moved that the Council Accept the Contract, seconded by Ms. Duryea.

Phil Wright, Sr., 160 Cedar Street asked what the provisions of the contract were?

Thomas Sharkey, Acting Personnel Director responded that the basic changes are in only two areas; wages and co-pay. Wages are at 2.85%, 2.85%, 2.9% and 2.9%. This contract will become effective this October. On the co-pay, on the third year of the contract, their co-pay they currently have will increase by \$1 per week per individual. That represents an increase of approximately 18% over what they are now paying and about .2% of payroll.

VOTE: Solinsky, no; all others, aye; motion duly carried.

Item #12 was withdrawn.

ITEM #14 Discussion and Possible Action on IAFF, Local 1326, Firefighter's Contract - Personnel

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Mr. Sharkey reviewed the changes to the contract with the Council. This contract is retro-active to July of 1993 and the wage for that year was settled at 3.5%; July 1994, 3.25%; and for July 1995 it is 3.5%. The Town for the first time in this unit got health insurance co-pay at 3.5% of premium and that represents about .87% of payroll. The firefighters were looking for extra manning over their current minimum manning which would have represented about 15% of payroll and the other issue they were seeking was a twelfth holiday to bring them

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up with the rest of the units for they currently have eleven. They were not successful in that issue. Other than that there were only some minor language changes.

Mr. Zandri commented that he is not pleased with the Town's work on this contract, what we offered to start off with and with the outcome, therefore he will not vote in favor of it.

Mr. Knight stated, as he has mentioned during discussion of other contracts, his concern is with the structure of the entire arbitration system. By the time that most of the contracts get to the Council bench it is all but a done deal given the structure of the process. As he read this contract a saying by Karl Marx came to mind, "From each according to his abilities, to each according to his needs". We start out as a Town behind the eight ball in the arbitrations because the Town is well-managed. We have the ability to pay. That fact alone almost guarantees that the award is not going to be anywhere near what the Town is looking for. He will not vote to reject the contract because it is pointless.

Mr. Gouveia stated, it is one thing to criticize the law but are you willing to pursue it to its fullest? This Council has the ability to reject this contract and send it to another step, a second panel for binding arbitration. In looking at the contract, he noticed that a total of twelve issues were debated. On those issues the union sought to improve their contract in about four different items. Three dealt with increasing the minimum manpower, one item was an additional paid holiday and the other issue had to do with the waiver of an insurance option to receive forty percent of what the Town pays for that premium. The union lost all those issues. The Town, on the other hand sought give backs; vacation caps, pro-rating uniform allowance for the first year; insurance co-pay and the right to change insurance carriers. The Town lost the first two issues and won on the last two. This contract is a worse contract for the bargaining unit than the previous contract. When looking at the three years of salaries, in 1993-94 both the union and Town came in with the same offer. The only year in question is the last year of the contract. The union's last best offer was chosen in that last year. There are times when we have to say enough is enough and we have to take stand, this is not the time nor the issue to take a stand on. The contract to take a stand on was the management union contract. He would have liked to see the wages below the 3.25% on the third year of the contract, but it is not so significant that it warrants going to a second panel of binding arbitration. Negotiations began on this contract in March of 1993, two years ago. It is only today that we are acting on it, that bothered him for it makes it very difficult for a Town to plan its budget as well as for the people under a contract which they are not sure what the terms are.

Philip Wright, Sr., 160 Cedar Street asked, if not now, when? If not now, when? Steve Knight you piously sit there and say the same thing again and again. You don't like the contract but you vote for it. He understood Mr. Gouveia's point, but disagreed with him. He could not see how anyone can vote yes on this contract who also voted yes on the custodian's contract. If you knew you were going to vote yes on

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this one then you should have voted no on the other and sent the custodians back and give them more money. You have to start taking steps. If not now, when? Yes we may have the best employees in the State of Connecticut. We have too many of them, however, and we pay them too much. One day the Town employees who live in this Town will tell you that they are not happy with taking it out of one pocket and putting it in another. There are a lot of employees in Town who are not taxpayers either. If you offer those employees 3.5% do you think they will say no? Of course not, who would? The Council are the only ones who can continue to factor whether or not we can continue to escalate salaries in this Town and also remain a healthy town. If we continue along this route we are only a year or two behind Meriden. This town is not really healthy. Our taxes have gone up every year for the past ten or eleven years and this time we got a smidgen back. You should send the contract back and with it, make sure that the arbitrators who sit on the next panel know that we are just rolling money around year after year and calling it a surplus.

Louis Sperico, 14 Johnson Road, Vice President of Local 1326 Firefighters union. He agreed with Mr. Zandri's comments, the union did go two years without a contract and in negotiations, the Town can verify it, the union offered 2.5%, or 2.75%. The Town wanted co-pay which would force us into binding arbitration. One of the reasons the union did not want co-pay was due to the high cost the Town is paying for it. The union tried proving that there are towns around that have Blue Cross/CMS and are paying less for it. Many of the members have changed over to other insurances because of it. The third year was 3.5% but the union didn't get anything else so it is a wash. The Wallingford firefighters are giving their best and deserve the best. He urged the Council to vote yes (applause).

Mr. Rys asked, wasn't it indicated during executive session by the negotiator that the co-pay in the third year brings the rate of increase in wages down to 2.7%?

Mr. Sharkey responded, the actual increase to the firefighters is 2.63%.

Mr. Rys pointed out that the average salary of this group is approximately \$35,000 as opposed to the manager's group which average \$55,000. They did not get their request for Martin Luther King holiday time either. We do not stand to gain anything by going to a second arbitration panel.

Mr. Zandri stated that he was not happy with the Town's offers in negotiating this contract. When you don't leave yourselves any room for negotiating then you box yourself in. That is the case with the Town's wage offers in the first two years. Co-pay is supposed to be a give back. In this case it is not when the Town is escalating the cost and then giving the money back. The give back would be when the union is getting less than 3% and they also give co-pay.

Mr. Sharkey responded that the Town offered lower than 3% in the last year. The arbitrator did not take it.

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Mr. Killen stated, the Council puts on this brave show of demanding no more than 3% and we have had some suckers that have fallen for it and are receiving less than 3%. They are getting lower salaries and receiving lower percents on lower salaries. All of a sudden we are beating our breasts saying that we cannot do this to this union. The custodians should have taken the contract to arbitration to try and get more. Either we stand for something or we don't.

Mr. Sharkey pointed out that there was no arbitrator involved in the custodian's agreement. They also already had co-pay in their contract so it was not breaking new ground with them.

Motion was made by Mr. Zandri to Reject the Contract, seconded by Mr. Killen.

It is noted that six votes are required to reject the contract.

VOTE: Duryea, Killen, Zandri, Zappala and Solinsky, aye; all others, no; motion failed.

ITEM #15 Consider and Approve a Transfer of Funds in the Amount of \$202,806 from Council Contingency Acct. #001-8050-800-3230 to Various Accounts within the General Fund to Facilitate the Funding of the Firefighter's Contract

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: Duryea, Killen, Zandri and Solinsky, no; all others, aye; motion duly carried.

ITEM #16 Consider and Approve Tax Refunds (#361-363) in the Amount of \$142.09 - Tax Collector

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

ITEM #17a Consider and Approve a Transfer of Funds in the Amount of \$30,000 from Fire Heart and Hypertension Acct. #001-8040-800-8410, \$70,000 from Health Insurance Acct. #001-8041-800-8300 and \$22,000 from Property and Casualty General Government Acct. #001-8040-800-8250 for a Total of \$122,000 to Self Insurance Workers Compensation Acct. #001-8040-800-8350 - Risk Manager

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #17b Consider and Approve a Transfer of Funds in the Amount of \$2,260 from Property and Casualty General Government Acct. #001-8040-800-8250 to Police Hypertension Acct. #001-8040-800-8400 - Risk Manager

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #18 Consider and Approve a Transfer of Funds in the Amount of \$5,000 from Health Insurance Acct. #001-8041-800-8300 to Physical Exams Acct. #001-1590-500-5750 - Personnel

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Mr. Gouveia stated that during the budget workshops the Chief of Police indicated that he is going to have a problem getting space at the academy for all of his candidates. If they are tested now and there is a waiting period of three or four months before they can get into the academy, does that present a problem? Will they have to be re-tested?

Mr. Sharkey responded, we try to keep one or two people available so that if there is a cancellation at the next academy, we can get someone right in. The notice of cancellation is so short, however, that we don't have time to run everyone through the entire physical part of the exam. By the time we do, the academy has already started and we can't give them a name because we don't know if the candidate will pass all the parts of the physical exam. Some other town then gets the opening.

Mr. Gouveia asked, does it then make sense to request funding for all six candidates?

Mr. Sharkey stated, four of these candidates have already been tested, three are starting on Thursday. We should have almost upwards of three to get the maximum amount and we will still be short positions at the police department. We have never had to re-test because of the timeframe. We have always had someone in reserve so to speak. If not we would start the testing all over again from the very beginning.

Mr. Zandri stated that during the budget process the Chief was concerned because he did not fill certain positions due to lack of money available to perform testing. He stated that he received a letter from Mr. Sharkey (the Council received a copy of it) stating that the Council was not supportive of the dollars to allow for the testing of certain individuals that he needed.

Mr. Sharkey responded that he sent a letter to the Chief of Police and Chief of Fire Services because back in October he came in for a large amount of money for physical exams and the Council at that time decided that he did not have to have all of the exams right then and there and that he should come back and request the money as it was needed. At the time he wrote the letter he was almost out of money currently and he wanted to make sure that they didn't arrange for testing on their own.

Mr. Zandri stated that he believes that the Chief of Police misinterpreted the letter. His argument to the Council was that at that point he felt that the Council was not supportive of his needs and therefore did not test individuals that we felt that he needed to proceed with his proper staffing. There was obviously some

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miscommunication between the Personnel Department and the Police Department and he hoped that in the future that maybe there will be better communication between the departments so that this will not happen again. If the Chief has certain needs, he should make those needs known to the Personnel Department and Mr. Sharkey, in turn, should approach the Council on the matter.

Mr. Sharkey responded, at that part of the process we are almost out of the scheduling. The Police Department handles the scheduling and the Personnel Department pays the bills for it out of their accounts. He wanted to make sure that those departments did not over incur debt. That was the intent of the communication.

Mr. Gouveia stated that the Chief should have come before the Council and stated his case. The Council would have listened and if time and need was of the essence he should have asked for what he needed. Some of the Councilors voted against the transfers because they knew that there would be monies available in some salary account because he is not filling these positions.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #19 Consider and Approve a Transfer of Funds in the Amount of \$4,832 from Part-Time Wages Acct. #001-1450-100-1350 of Which \$837 is Transferred to Out of Classification Pay Account #001-1450-100-1360 and \$3,995 is Transferred to Professional Services - Clerical Acct. #001-1450-900-9000 - Comptroller's Office

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Tom Myers, Comptroller, explained that the Purchasing Department is minus one employee due to illness. They are unable to determine when the individual will return to work, it will more than likely be a long-term absence. The department intends to fill the position by hiring someone through Manpower or Kelly Services where the Town has public bids. The individual who is absent is the highest paid clerical worker in the office by job classification. In order to fill the job, one of the existing staff personnel will assume those duties and be paid the difference between the two pays. This is a union contract stipulation.

Philip Wright, Sr., 160 Cedar Street asked Mr. Myers to update everyone on the status of the Buyer position.

Mr. Myers explained that the bid specifications have been prepared but it has not yet gone out to bid due to the workload of the Purchasing Office. It is taking a back seat to all the other processes and requests that have been flowing through that office.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #20 Consider and Approve an Appropriation of Funds in the Amount of \$65,000 from Non-Operating Revenue Overpayments Acct. #001-1090-090-9040 to Refunds Acct. #001-1420-800-8910 - Comptroller's Office

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: Killen, no; all others, aye; motion duly carried.

ITEM #21 Consider and Approve a Transfer of Funds in the Amount of \$1,589 from Various Accounts Within the Town Council Budget to Office Partitions (New Account) Acct. #001-1110-999-9903 - Town Council

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Philip Wright, Sr., 160 Cedar Street asked what the partitions are for?

Mr. Solinsky responded that they will section off the entrance of the office as public area, away from the secretarial and Council area. This will keep people who enter the office during the day from wandering into personal areas of the office.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #22 Consider and Approve a Transfer of Funds in the Amount of \$1,165.00 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 of Which \$316 is Transferred to Meal Allowance (New Account) Acct. #001-1110-400-4810 and \$849 is Transferred to Overtime Acct. #001-1110-100-1400 - Town Council

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

Mr. Knight asked, how did this situation come about, apparently it has existed for some time. How did it come to be that this was discovered, why did it take four or five years to discover it?

Mr. Solinsky responded, apparently there is language in the union contract which governs our secretary position and states that any employee that works ten hours is entitled to one hour meal time plus an actual meal allowance. In talking with Mr. Sharkey and the Mayor, upon reviewing the contract, it appears that the language is there and this condition did exist in times past so this action is a "catch up" to fund it.

Mr. Knight asked, will we continue to lay out this money?

Mr. Solinsky responded, the policy now is not to require staff to work through the hours and to allow for a supper break. By taking it between daytime office hours and meeting hours it will stop the ten hour requirement.

Mr. Knight asked Town Council Secretary, Kathryn Milano, how long she was aware of this situation, only since January when the issue was first addressed?

Ms. Milano responded, when the 1183 union contract arbitration award was presented to the Council and approved, she obtained a copy of that contract and was reviewing it since it effects and/or governs all of her working conditions. It was at that point that she found the

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language in the contract.

Mr. Knight stated, has this stipulation been in the contract since she started her employment with the Town?

Ms. Milano responded, the provision was in effect prior to her employment and has continued to date.

Mr. Knight asked, are there any provisions in the union contract with regards to how long an employee has to grieve something? Some contracts give a certain amount of time to grieve something and it is not retro-active through years and years.

Mr. Solinsky responded, this is not a grievance, that issue has not been looked into. He asked the Mayor if he had any information on it?

Mayor Dickinson responded, it would not be a grievance, this is a request for remuneration pursuant to an employment contract. I am not aware of a statute of limitations on something like that. Attorney Small is not aware of one either. That is what it comes down to. You would have to have a statute of limitations because ultimately.....

Mr. Knight stated, that is what I am asking, because there are contracts which contain them (statutes of limitations).

Mayor Dickinson responded, I don't think that there is anything in that contract.

VOTE: Killen and Zandri, no; all others, aye; motion duly carried.

ITEM #23 Consider and Approve a Transfer of Funds in the Amount of \$1,850 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to LHHS/SHS Championship Ceremony Acct. #001-1300-600-6030 - Mayor's Office

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

Mayor Dickinson explained that this transfer is to honor the Indoor Track Team who won the State Championship. They have actually won several over the past couple of years.

VOTE: Killen, no; all others, aye; motion duly carried.

ITEM #24 Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Part Time Wages Acct. #001-1400-100-1350 to Professional Services/Personnel Director Exam Acct. #001-1300-900-9020 - Mayor's Office

Motion was made by Mrs. Duryea, seconded by Ms. Papale.

VOTE: Killen, no; all others, aye; motion duly carried.

ADDENDUM - ITEM #24a Consider and Approve a Waiver of Bid for Professional Services - Mayor's Office

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Motion was made by Mrs. Duryea, seconded by Mr. Rys.

Motion was made by Mrs. Duryea to Hire Mr. Davey of Bruce Davey Associates for an Amount Not to Exceed \$3,000., seconded by Mr. Rys.

Mr. Gouveia asked, what exactly will Mr. Davey do for this amount of money?

Mayor Dickinson responded, he will assist in familiarizing himself with the position of Personnel Director and what is expected of the individual who fills it. He will then compile a selection process to enable the Town to come up with a more manageable number of candidates. We have a significant number of candidates and we could not find any specific testing for them. This will have to be a special selection process. He will then assist in an oral board interview as well.

Mr. Gouveia asked, will that test he develops become property of the Town?

Mayor Dickinson responded the test will be an achievement-oriented approach. It will not be an exam in the sense of sitting down and answering questions with a right or wrong answer. It is an attempt to evaluate candidates based upon their....they would have to write in response to what we are looking for but I don't picture this as a test given to all the candidates in one room.

Mr. Gouveia asked, who will evaluate the answers?

Mayor Dickinson responded, Mr. Davey will. He will then set up an oral board and assist the Town in providing a proper procedure for that board and perhaps questions.

Mr. Gouveia asked, will we become owners of that test?

Mayor Dickinson responded that we would own what ever the work product is.

Mr. Gouveia asked, does he anticipate using this process for any other position in Town?

Mayor Dickinson responded, the process can be utilized but not the specific questions. It is a very interesting approach and he is very pleased with Mr. Davey's suggestion.

VOTE: Killen, no; all others, aye; motion duly carried.

ITEM #25 Approve and Accept the Minutes of the April 11, 1995 Town Council Meeting

Motion was made by Mrs. Duryea, seconded by Mr. Knight.

VOTE: Killen and Papale abstained; all others, aye; motion duly carried.

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ITEM #9 Resolution Authorizing Town Officials to Covenant and Agree on Behalf of the Town to Comply with Securities and Exchange Commission Exchange Act Rule 15c-12

Motion was made by Mrs. Duryea, seconded by Mr. Zandri.

At the request of the Bonding Attorney, Joseph Fasi, the Council was asked to approve this Resolution in conjunction with the Bonding Ordinance (Item #9) approved earlier this evening.

Mrs. Duryea read the Resolution into the record in its entirety (Appendix VI).

VOTE: All ayes; motion duly carried.

WAIVER OF RULE V Motion was made by Mrs. Duryea to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Reading a Resolution Regarding the Recent Bombing in Oklahoma City Into the Record, seconded by Mr. Killen.

VOTE: All ayes; motion duly carried.

Motion was made by Mrs. Duryea to Approve A Resolution Concerning the Bombing in Oklahoma City, Oklahoma As Read Into the Record (Appendix VII), seconded by Mr. Knight.

Chairman Solinsky read the resolution, in its entirety, into the record.

Mr. Gouveia stated that he would like to see, in addition to the resolution, the Town, through the Council, offer some sort of monetary donation and at the same time encourage the public, business community in Town, the municipal unions and everyone to come together in a community effort to perhaps enlarge that monetary contribution.

Mr. Solinsky stated that perhaps we can look into the issue and research precisely what programs are being offered such as food bank, etc. Once the information is obtained we can act on it at a later date.

The signed original will be forwarded to the Mayor of Oklahoma City, Oklahoma with one copy each being forwarded to President William J. Clinton and Attorney General Janet Reno.

VOTE: All ayes; motion duly carried.

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

VOTE: All ayes; motion duly carried.

There being no further business, the meeting adjourned at 12:15 a.m.

Meeting recorded and transcribed by:

*Kathryn F. Milano*  
Kathryn F. Milano  
Town Council Secretary

Approved by:

*Thomas D. Solinsky*  
Thomas D. Solinsky, Chairman

*5-9-95*

Date

*Kathryn J. Wall*  
Kathryn J. Wall, Town Clerk

Date

*May 9, 1995*

OPTION TO PURCHASE

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between the Town of Wallingford, a municipality, acting herein by its Public Utilities Commission, duly authorized, ("TOWN") and Thomas J. Wall, Jr., of the Town of Wallingford, County of New Haven and State of Connecticut, ("WALL") as follows:

1. WALL agrees to convey to the TOWN Lot #5 as shown on a map entitled "Subdivision Plan, Property of Thomas J. Wall, Jr. For Use as a Sewage Pumping Station Site To Be Developed By the Town of Wallingford Sewer Division Williams Road Wallingford, Connecticut Scale: 1"=40', Dated: 6/20/94, Revised 12/28/94, Prepared By: Edward K. Beale, L.S., 480 Sugar Hill Road, Tolland, Connecticut," which map is to be recorded upon the land records of the Town of Wallingford, the time for conveyance being hereinafter set forth.

2. Conveyance of Lot #5 to the TOWN shall be together with the existing thirty-foot utility easement as shown on said map which easement runs from the west side of Williams Road to east boundary line of Lot #5, the center line of said easement being the common boundary between Lot #3 and Lot #4 on said map.

3. WALL further agrees to grant to the TOWN an additional utility easement thirty feet in width over property located west of Lot #5 entitled "Proposed 30' Utility Easement Area = 11,043 Sq. Ft. (0.254 Acres)" generally running North and South from Lot #5 to property of Mather all as shown on the aforesaid map. Utilities

located within such easement shall be located below grade to the extent possible consistent with proper engineering design standards.

4. Said Lot #5 shall also be conveyed together with the 25-foot access drive to Lot #5 as shown on said map. It is anticipated that in the future said easement shall be a portion of a public highway.

5. It is agreed that the two easements referred to in paragraphs 2 and 3 will be both for any and all utilities as well as egress and ingress to said Lot #5.

6. It is agreed that the TOWN will use said Lot #5 to construct a sanitary sewer pumping station and that the TOWN will commence construction of said pumping station no later than January 2, 1997. TIME IS OF THE ESSENCE of the performance of this condition, except as set forth in paragraph 14 of this option.

7. Exterior construction erected upon Lot #5 shall be made in an aesthetically pleasing manner approximating a residential type building. WALL, or his designated agent, is authorized to approve the aesthetics in writing but WALL shall have no right of approval of the technical or engineering aspects of construction. Drawings of any buildings constructed on Lot #5 shall be submitted to WALL for his written approval, which approval shall not be unreasonably withheld.

8. WALL, his heirs, successor or assigns, retains the right to designate the 25-foot access drive to Lot #5 as a public road and it is agreed that the TOWN's right to said 25-foot access drive will be merged into a public road at such time as the road is accepted as a public road by the Town of Wallingford.

9. WALL and the TOWN agree that WALL, his heirs and assigns will be required to pay the normal hookup fees for water and sewer for other building lots developed by WALL, whether in this particular subdivision in owner developed or to be developed by WALL, his heirs and/or assigns. Payment by applicant to connect shall be made by applicant at the time of request to connect.

10. As part consideration for the conveyance by WALL, the TOWN agrees to waive seeking a voluntary payment toward the Durham Road pumping station which it normally would have sought from WALL in connection with his development of other property of WALL as shown on Town Assessor's Map A6, Block 1, Lot 3H.

11. WALL understands that the TOWN will require approval from the Planning and Zoning Commission, the Wallingford Town Council, the Wallingford Public Utilities Commission, the Inland Wetlands & Watercourses Commission of the Town of Wallingford, the Department of Environmental Protection of the State of Connecticut and the Department of Health and Addiction Services of the State of Connecticut, and the TOWN agrees to use reasonable efforts to obtain said permission and any others which may be found to be necessary. These approvals are necessary both for acquisition of the said Lot #5 and the easements referred to above and for committing the TOWN to construction of the sanitary sewer pumping station referenced above.

12. WALL agrees to convey said Lot #5 and the easements as set forth herein within ten (10) days of being informed in writing by the TOWN that it is ready to award a contract for design and construction of a sanitary sewer pumping station, same to be constructed on said Lot #5.

13. WALL grants to the TOWN at any time subsequent to the signing of this Agreement the right to cause its own personnel or agents of the TOWN to enter the easement areas and the area of Lot #5 for the purpose of conducting test borings, surveys or other activities pertaining to bidding, the TOWN having the duty of returning the land to its pre-existing conditions, as nearly as is possible. TOWN will pay and save WALL harmless from any liability claims caused by TOWN's use of the premises.

14. Both parties agree that if the TOWN fails to notify WALL on or before December 19, 1996, that it will award the above-referenced contract for design and construction of a sanitary sewer pumping station, WALL's obligations and agreements under this Agreement shall be null and void except as follows: If on or before January 2, 1997, the TOWN delivers to WALL payment of \$20,000.00, WALL will extend the TOWN's option under this Agreement an additional six months, so that the TOWN shall have up to and including July 2, 1997, to notify WALL in writing that it is ready to award the contract for design and construction of the sanitary sewer pumping station and to actually have commenced construction. WALL shall close within ten (10) days of receiving such notice in writing.

If the TOWN fails to commence construction on or before July 2, 1997, it shall tender to WALL a reconveyance of said Lot #5 together with all of the easements referenced herein and upon such tender of reconveyance, all of the TOWN's obligations under this option shall be null and void.

15. WALL agrees that the TOWN may record this Agreement upon the Land Records of the Town of Wallingford, and that subsequent to

this Agreement being signed, said WALL will not voluntarily encumber, convey any rights nor restrict the use of said Lot #5 or any of the easement areas referenced hereinabove.

16. WALL covenants that at the time of the signing of this Agreement, said Lot #5 and all the easement areas referenced hereinabove are free and clear of any and all encumbrances except those imposed by this agreement.

17. The TOWN agrees that it will cause said Lot #5 and the areas of easement referenced hereinabove to be searched by a title searcher within twenty (20) days of the execution of this Agreement and to notify WALL of the results of this search. Should the property be free and clear of all encumbrances and restrictions, TOWN will cause a Certificate of Title in customary form to be issued to WALL. Should the search disclose encumbrance(s), restriction (s), or any defect in the title except those imposed by this agreement, the TOWN will notify WALL in writing no later than thirty (30) days from the execution of this Agreement, and WALL will have thirty (30) days from receipt of such notice to cause such encumbrance(s), restriction(s), and/or defect(s) to be removed or corrected. Should WALL fail or be unable to correct the title to the satisfaction of the TOWN of Wallingford, then this Agreement shall be, at the option of the TOWN, null and void.

18. This agreement shall be binding upon the heirs and assigns of WALL and upon the successors and assigns of the TOWN. All conveyances to the TOWN shall be by way of warranty deed, free and clear of all encumbrances accompanied by a Certificate of Title from TOWN's attorney attesting to same lack of encumbrances except those

imposed by this agreement, with the taxes due on all parcels conveyed, with all taxes paid up to date, but without adjustment of taxes at closing. Said Lot #5 shall be subject only to the easements referenced hereinabove.

19. All notices to be given to WALL under this Agreement, shall be in writing, deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, sent to Thomas J. Wall, Jr., 963 Northrop Road, Wallingford, Connecticut 096492, with a copy (first-class mail) to Theodore Lendler, Esq., 105 South Elm Street, Wallingford, Connecticut 06492.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day  
of \_\_\_\_\_, 1995.

Signed, Sealed and Delivered  
In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF WALLINGFORD  
PUBLIC UTILITIES COMMISSION

BY: \_\_\_\_\_ L.S.

Chairman

\_\_\_\_\_  
THOMAS J. WALL, JR. L.S.  
SELLER

STATE OF CONNECTICUT )  
 ) ss: Wallingford  
COUNTY OF NEW HAVEN )

1995

Personally appeared the above-named who acknowledged himself to be the Chairman of the Public Utilities Commission and that he, as such Chairman, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing the name of the Town of Wallingford by himself as Chairman of the Public Utilities Commission.

In witness whereof, I hereunto set my hand.

---

STATE OF CONNECTICUT )  
 ) ss: Wallingford  
COUNTY OF NEW HAVEN )

1995

Personally appeared Thomas J. Wall, Jr. who acknowledged that he executed the foregoing Agreement for the purposes therein contained.

In witness whereof, I hereunto set my hand.

---

# ROBINSON & COLE

Hartford • Stamford • New York • Boston

## Appendix I.I

Law Offices  
Founded in 1845

One Commercial Plaza  
280 Trumbull Street  
Hartford, CT 06103-3597  
Fax 203-275-8299

**Joseph P. Fasi**  
203-275-8240  
Internet: jfasi@rc.com

April 13, 1995

Mr. Thomas A. Myers  
Comptroller  
Town of Wallingford  
45 South Main Street  
Wallingford, CT 06492

Re: An Ordinance Amending An Ordinance Appropriating \$3,500,000 For The Planning, Acquisition And Construction Of Improvements And Additions To Yalesville, James H. Moran, And Dag Hammarskjold Schools And Authorizing The Issue Of \$3,500,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issue Thereof The Making Of Temporary Borrowings For Such Purpose

Resolution Authorizing Town Officials To Covenant And Agree On Behalf Of The Town To Comply With Securities And Exchange Commission Exchange Act Rule 15c2-12

Dear Mr. Myers:

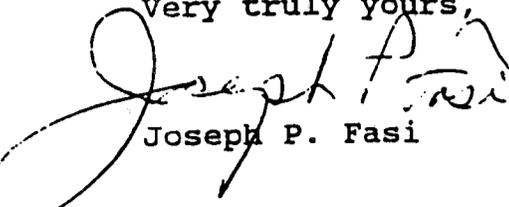
Enclosed please find the captioned ordinance.

Also enclosed is the captioned resolution to be adopted by the Town Council. The Securities and Exchange Commission has amended its Rule 15c2-12, effective July 3, 1995, to require municipal issuers to agree in writing to provide ongoing disclosure of certain information. Adoption of this resolution will authorize the Mayor, the Comptroller, and the Town Treasurer, or any two of them, to enter into such agreements as may be required for future issues.

By copy of this letter, I am requesting the Town Clerk to send me one certified copy of all of the proceedings as they appear in the Town Record Book, and two newspaper affidavits of the publication of the Notice of Public Hearing and the Notice of

Enactment. A form of the Notice of Public Hearing is enclosed for the Clerk's convenience.

Very truly yours,

  
Joseph P. Fasi

JPF/lc  
Enclosure

cc: Honorable William W. Dickinson, Jr., Mayor  
Ms. Kathryn J. Wall, Town Clerk  
Janis Small, Esq., Town Attorney

AN ORDINANCE AMENDING AN ORDINANCE APPROPRIATING \$3,500,000 FOR THE PLANNING, ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND ADDITIONS TO YALESVILLE, JAMES H. MORAN, AND DAG HAMMARSKJOLD SCHOOLS AND AUTHORIZING THE ISSUE OF \$3,500,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. An ordinance entitled "An Ordinance Appropriating \$2,000,000 For The Design And Contract Administration Phase Of Town-Wide School System Improvements And Authorizing The Issue Of \$2,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issue Thereof The Making Of Temporary Borrowings For Such Purpose", enacted by the Town Council on October 12, 1993 and approved by the Mayor on October 15, 1993, as amended by an ordinance enacted by the Town Council on February 28, 1995 and approved by the Mayor on March 1, 1995, is further amended to increase the appropriation and bond authorization by \$295,000, from \$3,500,000 to \$3,795,000, and to provide that the appropriation may be expended for costs of land acquisition, thereby making the title of said ordinance read as follows:

"AN ORDINANCE APPROPRIATING \$3,795,000 FOR THE PLANNING, ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND ADDITIONS TO YALESVILLE, JAMES H. MORAN, AND DAG HAMMARSKJOLD SCHOOLS, AND THE ACQUISITION OF LAND THEREFOR, AND AUTHORIZING THE ISSUE OF \$3,795,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE"

Section 2. Section 1 of said ordinance is amended to read as follows:

"Section 1. The sum of \$3,795,000 is appropriated for the planning, acquisition and construction of improvements and additions to Yalesville Elementary School, James H. Moran Middle School, and Dag Hammarskjold Middle School, including land acquisition, additions, renovations, refurbishment of Yalesville School for reuse, improvements to comply with governmental building, fire, handicapped access or other safety codes and improvements related thereto, asbestos abatement, lead abatement, feasibility studies, equipment, furnishings, site work, demolition, testing, surveying, closing costs, architects' and engineers' fees, project management and contract administration, and for administrative, printing, legal and financing costs related thereto."

Section 3. The first sentence of Section 2 of said ordinance is amended by substituting the figure \$3,795,000 for the figure \$3,500,000 therein, thereby making said sentence read as follows:

"Section 2. To meet said appropriation \$3,795,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date."

Section 4. Said ordinance is further amended by the addition thereto of Section 6, as follows:

"Section 6. The Mayor, the Comptroller, and the Town Treasurer, or any two of them, are hereby authorized, on behalf of the Town of Wallingford, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance. Any agreements or representations to provide information to Repositories made prior hereto are hereby confirmed, ratified and approved."

RESOLUTION AUTHORIZING TOWN OFFICIALS TO  
COVENANT AND AGREE ON BEHALF OF THE TOWN TO  
COMPLY WITH SECURITIES AND EXCHANGE COMMISSION  
EXCHANGE ACT RULE 15c2-12

RESOLVED:

The Mayor, the Comptroller, and the Town Treasurer, or any two of them, are hereby authorized, on behalf of the Town of Wallingford, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12 ("Rule 15c2-12"), as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes heretofore or hereafter authorized to be issued by the Town. Any agreements or representations to provide information to Repositories made prior hereto are hereby confirmed, ratified and approved. The Town may also provide for agreements, representations or covenants to be made on behalf of the Town to comply with Rule 15c2-12 in bond authorizations as may hereinafter be enacted.



OFFICE OF THE MAYOR  
TOWN OF WALLINGFORD  
CONNECTICUT

WILLIAM W. DICKINSON, JR.  
MAYOR

April 20, 1995

Wallingford Town Council  
Wallingford, CT 06492

ATTN: Thomas D. Solinsky, Chairman

Dear Council Members:

I am very concerned about amending the funding ordinance for the School Expansion Project multiple times for construction costs. The schedule now calls for amendment of the ordinance for Yalesville School construction and then at a subsequent time amendment of the ordinance for the middle schools construction costs. I realize that there would be a time delay in initial construction on Yalesville School. However, I do not believe that concern is outweighed by the following concerns.

- 1) I think on a project of this size we would make every effort to disclose to the public the total cost of construction when amending the ordinance. Multiple amendments make it appear that there is an effort not to inform the public.
- 2) Costs on Yalesville School do not include sidewalks, demolition of houses, traffic light, cleaning of building post construction and fixtures, furniture. These items would be cause for future amendment of the ordinance.
- 3) We should maintain as much flexibility in addressing negative surprises in the public bidding process as possible. For example, if Yalesville School is already committed to and under construction and there is a negative surprise in higher than expected bids on the middle schools, there will be a limited ability to adjust the entire project cost. In other words, there is a greater potential that the middle schools will bear the full burden of dissatisfaction with the prices received. In order to balance properly, our need to address improvements at both middle and elementary levels, we should have publically bid figures on all aspects of the project at the same time.

Wallingford Town Council

-2-

April 20, 1995

4) The most recent time table for implementation of this project schedules Yalesville School construction funding for two months in advance of the ordinance approval process for the middle schools. The difference in time does not appear to be so onerous that the disclosure of total costs should be sacrificed. It may mean that the school is not ready to open September 1996, but there is no guarantee that will occur anyway. For example, as of this writing we do not have a signed contract with the construction manager.

Given these concerns, I believe the Building Committee should be informed of the need for amending the funding ordinance for project purposes on a singular occasion.

Thank you for your cooperation.

Sincerely,



William W. Dickinson, Jr.  
Mayor

jms

Received  
4/25/95  
@ 8:50 PM  
K. G. [Signature]

ADDITIONS AND RENOVATIONS TO THE  
YALEVILLE ELEMENTARY SCHOOL  
Wallingford, Connecticut  
**UPDATED MASTER CONTROL BUDGET**

*Gilbane*

	CONSTRUCT. DOC. BUDGET 12/12/94	BUDGET UPDATE 04/20/95	SAVINGS
<b>A. HARD COSTS: CONSTRUCTION</b>	\$8,458,328	\$7,713,598	\$744,730
1. Site Development			
2. Building Construction			
New Additions			
Renovations			
Reroof Existing Building			
3. Other Constr. Support Costs			
<b>B. OTHER EXPENSES</b>	\$2,078,458	\$1,817,500	\$260,958
1. Land Acquisition and Relocation Costs			
2. Demolition of 2 Existing Buildings			
3. Off-site Work (Sidewalks, Traffic Light, etc)			
4. Hazardous Materials Removal			
5. Furniture, Furnishings, and Equipment (1)			
6. Computer Network Head End Equipment (2)			
7. Cable TV Wiring			
8. Security System (Included in A.3 above)			
9. Telephone System Service to Building			
10. Project Contingency			
<b>C. SOFT COSTS</b>	\$839,700	\$823,000	\$16,700
1. Architectural and Engineering Fees			
2. Specialty Consultant Fees			
3. Printing and Miscellaneous Reimbursables			
4. Surveys and Borings			
5. Testing and Special Inspections (Included A.3 above)			
6. Appraisals			
7. Full-time Construction Administration (Included A.3 above)			
8. Moving Expenses			
9. Legal Expenses			
10. Misc. Bldg. Committee Administration Expenses			
<b>PROJECT BUDGET SUBTOTAL</b>	\$11,376,488	\$10,354,098	\$1,022,388
<b>D. DEBT ADMINISTRATION/BONDING COSTS</b>	\$227,500	\$207,100	\$20,400
<b>E. 5/9/95 BOND ISSUE REQUEST</b>			
1. Total Project Budget [A+B+C+D]		\$10,561,198	
2. Less Bond Issues Previously Authorized		\$1,456,700	
		\$9,104,498	

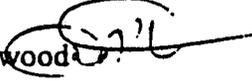
## Notes:

- (1) Includes classroom T.V. monitors for integrated communication system and classroom computers  
(2) Includes wire and head-end equipment only (computers in FF&E)

Appendix V

To: Wallingford Town Council

April 18 , 1995

From: Donald A. Harwood 

cc. Distribution

Subject: Critical Path Time Line

Enclosed for your review is a time line which reflects the critical elements which require attention during the next sixty (60) days. I am providing this to you, so that you can review and ask any questions related to the fast track which the Yalesville project continues to take. As you will see, we have had a little slippage in the schedule. This will now make this a 12 month construction project rather than the 14 months which we hoped would be available.

To ensure that we meet the expectation of the Town for a September 1996 occupancy time frame, I would like you to consider the schedule of events which is before you and include us on the agendas at the Town Council meetings which are noted.

As always, the Committee would invite any and all input to ensure the project meets the expectations of the community and the time constraints which have been placed on us. I look forward to discussing the project with you as soon as possible. Thank you for assisting us in meeting your goals.

Note: The highlighted items require Town Council action.

CRITICAL PATH TIME LINE:

- \* April 17, 1995      Pre bid meeting for hazardous material abatement at Yalesville School
- \* April 19, 1995      Bid opening Yalesville School construction services
- \* April 21, 1995      Cost estimate summary provided to Town Council and Administration  
Note: contractor qualifications will not have been determined by this date
- \* April 24, 1995      Hazardous Material bids returned
- \* April 25, 1995**      **Public Hearing date to be set by Council for Yalesville School project  
for the purpose of review, approval and the establishment of funding**
- \* May 8, 1995        Hazardous Material abatement begins
- \* May 9, 1995**      **Public Hearing on Yalesville School to review, approve and establish  
funding**
- \* June 15, 1995      Hazardous material abatement completed
- \* June 15, 1995      Release awards
- \* June 16, 1995      Construction begins at Yalesville School
- \* June / July 1995    Install sidewalk on Hillside Lane  
Note: Town Engineering providing coordination support

RESOLUTION AUTHORIZING TOWN OFFICIALS TO  
COVENANT AND AGREE ON BEHALF OF THE TOWN TO  
COMPLY WITH SECURITIES AND EXCHANGE COMMISSION  
EXCHANGE ACT RULE 15c2-12

RESOLVED:

The Mayor, the Comptroller, and the Town Treasurer, or any two of them, are hereby authorized, on behalf of the Town of Wallingford, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12 ("Rule 15c2-12"), as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes heretofore or hereafter authorized to be issued by the Town. Any agreements or representations to provide information to Repositories made prior hereto are hereby confirmed, ratified and approved. The Town may also provide for agreements, representations or covenants to be made on behalf of the Town to comply with Rule 15c2-12 in bond authorizations as may hereinafter be enacted.

SPECIAL TOWN COUNCIL MEETING

MAY 1, 1995

5:55 P.M.

A Special Meeting of the Wallingford Town Council was held on Monday, May 1, 1995 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order at 6:06 P.M. by Chairman Thomas D. Solinsky. All Councilors answered present to the roll called by Town Clerk Kathryn J. Wall with the exception of Councilor Gouveia who arrived at 6:07 P.M. Mayor William W. Dickinson, Jr. was absent; Comptroller Thomas A. Myers was present.

The Pledge of Allegiance was given to the Flag.

ITEM #2 SET A PUBLIC HEARING for May 9, 1995 at 7:45 P.M. on an Ordinance Amending an Ordinance Appropriating \$3,795,000 for the Planning, Acquisition and Construction of Improvements and Additions to Yalesville, James H. Moran, and Dag Hammarskjold Schools, and the Acquisition of Land Therefor and Authorizing the Issue of \$3,795,000 Bonds of the Town to Meet Said Appropriation and Pending the Issue Thereof the Making of Temporary Borrowings for Such Purpose

The Purpose of This Ordinance is to Increase the Appropriation and Bond Authorization by \$9,105,000 from \$3,795,000 to \$12,900,000 to Provide for Costs of Construction of the Yalesville School Project

Motion was made by Mrs. Duryea, seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

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

VOTE: All ayes; motion duly carried.

There being no further business, the meeting adjourned at 6:08 P.M.

Meeting recorded and transcribed by:

*Kathryn F. Milano*

Kathryn F. Milano  
Town Council Secretary

Approved by:

*Thomas D. Solinsky*  
Thomas D. Solinsky, Chairman

*5-9-95*  
Date

*Kathryn J. Wall*  
Kathryn J. Wall, Town Clerk

*5/9/95*  
Date