TOWN COUNCIL MEETING

MAY 23, 1995

6:30 P.M.

SUMMARY

	Agenda Item	Page No.
2.	Withdrawn	
3.	Withdrawn	
4.	Approve Local 1183 Wage Agreement - Personnel	1-2
5a.	Approve a Transfer of \$114,769 From Contingency to Various Accounts within the General Fund to Fund Local 1183 Wage Agreement - Personnel	2
5b.	Approve an Appropriation of \$660 to Revenue/Town of Wallingford Contribution Acct. and to Expenditures YSB Salaries and Wages Acct Personnel	2
6.	Approve a Waiver of Bid Request Regarding Health Insurance Consultant - Personnel	2-3
7.	Approve a Waiver of Bid Request Regarding P.O.S.T. Program (Employee Assistance Program - Police Dept.)	4
8a.	Approve a Transfer of \$645 to Youth Projects Acct YSB	5
8b.	Approve a Transfer of \$480 to Telephone Acct YSB	5
8c.	Approve a Transfer of \$151 to Transportation Allowance Acct YSB	5
8d.	Approve a Transfer of \$99 to Youth Projects Acct YSB	5
9a.	Approve a Transfer of \$450 to Camera Acct Health Dept	5. 5
9b.	Approve a Transfer Totalling \$779 to Office Supplies Acct Health Dept.	5
9c.	Approve a Transfer of \$300 to Office Supplies Acct Health Dept.	5
10.	Approve a Transfer of \$500 to Maintenance of Building Acct Public Works	5
11.	Approve a Transfer of \$275 to Office Supplies Acct Fire Marshal	5
12.	Approve a Transfer of \$1,200 to Advertising Acct Town Clerk	n 5

	Agenda Item	Page No.
13.	Approve a Transfer of \$1,145 to Misc. Fact Finding Acct Mayor's Office	
14.	Approve a Transfer of \$40,000 from Contingency to Bus Operations Acct Mayor's Office	
15.	PUBLIC QUESTION AND ANSWER PERIOD - Binding Arbitration Comment; Yalesville School	
16.	PUBLIC HEARING on an Ordinance Appropriating \$1,150,000 for the Planning, Acquisition and Construction of Various Municipal Capital Improvements 1995-96	
17.	Accept Equipment from the Transit District	
18.	Approve a Bid Waiver Request to Purchase Equipment - Fire Department	
19.	Approve a Resolution Authorizing the Mayor to Sign an Agreement Between the State of CT. and the Town for the Construction of the Quinnipiac Street Bridge - Mayor's Office	
20.	Approve an Application for VoAg Greenhouse, Storage Building and Equipment Grant - Bd. of Education	
21.	Review Financial Reports of the VNA, Senior Citizen's Center and Library	
22.	Approve Tax Refunds #374-380 in the Amount of \$1,668.65 - Tax Collector	13
<u>Waiv</u>	er of Rule V	
	Fail to Approve a Transfer of \$1,000 to Utilities Acct Public Works	9
	Reconsider the Vote and Approve the Transfer of \$1,000 to Utilities Acct Public Works	9
	Approve a Transfer of \$1,000 to Maintenance of Building Acct Public Works	10
	Approve a Transfer of \$2,500 to Maintenance of Alarm & Security System - Public Works	10-11

TOWN COUNCIL MEETING

MAY 23, 1995

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, May 23, 1995 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Vice Chairperson Susan S. Duryea at 6:35 P.M. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall with the exception of Chairman Thomas Solinsky who was out of Town on business. Mayor William W. Dickinson, Jr. arrived at 6:40 P.M., Comptroller Thomas A. Myers arrived at 6:42 P.M. and Assistant Town Attorney Gerald Farrell arrived at 6:50 P.M.

The Pledge of Allegiance was given to the Flag.

ITEM #2 - Withdrawn

ITEM #3 - Consider and Approve Local 1303 - Cafeteria Board of Education Contract - Personnel

This item was withdrawn due to the fact that the union had not formally voted on the contract and is expected to do so at the end of this month. The item will be submitted for placement on the agenda of the June 13th Town Council Meeting.

ITEM #4 Consider and Approve Local 1183 Wage Agreement - Personnel

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

Thomas Sharkey, Acting Personnel Director explained that the last contract set wages for F.Y. 1993 & 1994. This contract was reopened solely for the purpose of setting the wage rates for F.Y. 1995, '96 & '97 at 2.75%, 2.9% and 2.9%, respectively.

Mr. Gouveia stated that he wished that all contracts would come in at less than 3% as this one did, however, it is not fair that a union such as this which, in comparison to the manager's union, receives less pay and gives more back to the Town receives a smaller increase for their efforts. For regardless if they all come in under 3%, this union receives their percentage on a lower base pay to begin with while the manager's union receives their percentage on a much higher base pay while gaining additional benefits such as a prescription rider. The have not's have less and the haves receive more. It is not fair. This union did not go to binding arbitration either due to loyalty to the Town or out of fear of binding arbitration.

Mayor Dickinson wanted it noted for the record that there is not a wide variance between the different unions. Other awards out there for future years are also near 3%. An analysis of wage awards show an increase of 3% for perspective years.

Mr. Knight stated that the only issue discussed in the contract was the wages. By only discussing that issue it simplifies the process and makes it far easier to come to an agreement between the parties.

Mr. Zandri stated that he was glad to see the wage increases coming into line with the real world. The Council needs to start looking at the benefits of those upcoming contracts in the future. He is hopeful that the wages will stay in line with what is realistic in the rest of the working world.

Mr. Killen stated that nearly the same percentage is given to all employees and the ones earning the higher wages receive a bigger increase. It is not fair. The Town should be rewarding those employees who put their best foot forward continuously. If we are going to give raises we must remember that everyone has families.

Pasquale Melillo, 15 Haller Place, Yalesville stated that everyone should receive equal benefits.

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

ITEM #5a Consider and Approve a Transfer of Funds in the Amount of \$114,769 from Council Contingency Acct. #001-8050-800-3230 to Various Accounts within the General Fund to Fund Local 1183 Wage Agreement - Personnel (F.Y. 1995-96)

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

It is noted that the list of accounts attached to the transfer will be corrected to reflect the new account numbers for the salary line item of each department.

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

ITEM #5b Consider and Approve an Appropriation of Funds in the Amount of \$660 to Revenue/Town of Wallingford Contribution Acct. #012-1040-060-6000 and to Expenditures/YSB Salaries and Wages Acct. #012-9000-101-1000 - Personnel (F.Y. 1995-96)

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

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

ITEM #6 Consider and Approve a Waiver of Bid Request Regarding Health Insurance Consultant - Personnel

Motion was made by Mr. Killen to Waive the Bid for the Segal Company, seconded by Ms. Papale.

Thomas Sharkey, Acting Personnel Director, explained that the Segal Company is the firm used by the Town for the past two years to review our insurance coverage for cost-effective protection. They have saved the Town a considerable amount of money for the small amount invested by us to hire them. If we had to hire a new firm that company would have to learn the entire system which would not prove to be cost-effective. Blue Cross/Blue Shield offered the Town a 0% increase on their coverage last year, the Segal Company was successful in obtaining a 5% decrease in those rates. This year we were able to obtain a 10% decrease. We have realized a \$700,000 cost savings for the \$2,500 invested for the firm's services.

Mr. Sharkey went on to explain that insurance has become a very complicated benefit. The Town requires the service of a firm knowledgeable in the language, terms and conditions of the different types of coverage so as to make comparisons and draw conclusions as to the best coverage to provide for our needs.

Mr. Zandri felt that the bid waiver was locking us out of the bidding process.

Mr. Zappala asked whether or not the firm has recommended purchasing our insurance through a different carrier?

Mr. Sharkey responded that it is not as easy as it seems to be. Premiums are based on census figures. The larger the group covered, the better the rates. It is not cost-effective to start a new health plan for a group of sixty employees. The Town has been successful in negotiating language into 75% of the contracts which allows us to change health care providers if we so choose. Presently, the Town deals with four different life insurance carriers between the Board of Education, the utilities and the Town. Segal is making an attempt to see if we can consolidate the insurance coverage and go out for one bid, town-wide for multiple year periods.

Mr. Knight asked, if any creative solutions have been offered such as self-insurance, etc.?

Mr. Sharkey responded, we have held several meetings on the issue of administrative services only, which is a type of self-funding. Blue Cross or someone else would handle the claims for us and we would possibly save some money. The end result is, for the present, that this is not the time to do it. Our situation with the health care provider is very good at the moment and we have a little reserve. Another option being considered is to have a third party administrator handle the insurance. For the time being we are continuing to work towards changing the language in the union contracts so to allow us an option other than Blue Cross/Blue Shield.

Mr. Knight stated that sometimes a breath of fresh competition is enough to get someone's attention to the matter.

Mayor Dickinson noted that Segal also advises the Town on the stop/loss portion of the program as well which is a significant feature and enables you to cap where we are exposed and where true insurance takes over at a given level. We have not understood that as well as we should have in the past and that service has been a great assistance by Segal.

Pasquale Melillo stated that he agreed with Mr. Knight, sometimes competition will sharpen someone's pencil.

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

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

In correspondence directed to Mr. Sharkey Police Chief Douglas Dortenzio recommends the continued use of the program during the next fiscal year due to the unique nature of the services provided, experience with the program to date and his belief that the services delivered cannot be replicated for the nominal fee currently charged.

Mr. Sharkey explained that the program cost is \$2,250 for the Town, the same price it has been for the past two years. The services are available to ninety members of the department and their respective families. That averages out to approximately \$25 per person covered. The program proves that it can be utilized 80% during the year vs. 5% use of the regular Employee Assistance Program.

Pasquale Melillo, 15 Haller Place, Yalesville stated that he is opposed to waiving the bidding process.

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

PUBLIC QUESTION AND ANSWER PERIOD

Pasquale Melillo, 14 Haller Place, Yalesville stated that our State Representatives should be contacted to draft a bill to do away with binding arbitration. He asked Thomas Myers, Comptroller, if this was a good time to issue bonds?

Mr. Myers stated that it was.

Mr. Rys took a moment at this time to comment about an article that appeared recently in the newspaper regarding Yalesville School. An individual was quoted in the paper as asking, "Where were our politicians a few years ago when Yalesville was being utilized by Ben Haven and prior to that being vacated?" They asked if the Town's administration had any knowledge of elementary growth? A few statements were made about Ben Haven making large contributions, in the millions, in repairing this school. He wanted to respond to those comments in case that individual was watching the telecast of the meeting over the next few days.

Mr. Rys stated that back in 1987 the Superintendent of Schools at that time indicated that there would be no elementary growth for ten years, to 1997. Based on that information the Town leased the school out to Ben Haven who did nothing as far as repairs in the millions. There were no code updates made to his knowledge. Sometimes the public can be misinformed when statements such as the ones referred to above are printed in the paper.

Mrs. Duryea asked the Mayor is any repairs were made to the school?

Mayor Dickinson responded that there were no substantial repairs made to the school. Minor repairs such as fencing, yes.

ITEMS 8a-14 Motion was made by Mr. Gouveia to Consider Items 8a through 14 for one vote, seconded by Mr. Knight.

VOTE TO CONSIDER: Solinsky was absent; all others, aye; motion duly carried.

ITEM #8a Consider and Approve a Transfer of Funds in the Amount of \$645 from Big Brothers/Big Sisters Acct. #012-9000-500-5000 to Youth Projects Acct. #012-9000-900-9010 - Youth Service Bureau

ITEM #8b Consider and Approve a Transfer of Funds in the Amount of \$480 from Big Brothers/Big Sisters Acct. #012-9000-900-9100 to Telephone Acct. #012-9000-200-2000 - Youth Service Bureau

ITEM #8c Consider and Approve a Transfer of Funds in the Amount of \$151 from Maintenance of Vehicles Acct. #012-9000-5000-5000 to Transportation Allowance Acct. #012-9000-300-3200 - Youth Service Bureau

ITEM #8d Consider and Approve a Transfer of Funds in the Amount of \$99 from Wlfd. Library-C.R. Account #012-9000-9000 to Youth Projects Acct. #012-9000-900-9010 - Youth Service Bureau

ITEM #9a Consider and Approve a Transfer of Funds in the Amount of \$450 from Registrar of Voters (various accounts) to Camera Acct. #001-3010-999-9901 - Health Department

ITEM #9b Consider and Approve a Transfer of Funds in the Amount of \$479 from Health Code Compliance Acct. #001-3010-600-6300 and \$300 from Seminars Acct. #001-3010-700-7990 to Office Supplies Acct. #001-3010-400-4000 - Health Department

ITEM #9c Consider and Approve a Transfer of Funds in the Amount of \$300 from Primary Elections Food Allowance Acct. #001-6011-600-6600 to Office Supplies Acct. #001-3010-400-4000 - Health Department

ITEM #10 Consider and Approve a Transfer of Funds in the Amount of \$500 from Janitorial Contract Acct. #001-5150-600-6290 to Maintenance of Building Acct. #001-5150-500-5100 - Public Works

ITEM #11 Consider and Approve a Transfer of Funds in the Amount of \$195 from Tires Acct. #001-2035-400-4520 and \$80 from Training/College Acct. #001-2035-500-5710 to Office Supplies Acct. #001-2035-400-4000 - Fire Marshal

ITEM #12 Consider and Approve a Transfer of Funds in the Amount of \$1,200 from Election Worker's Wages Acct. #001-6011-100-1350 to Advertising Acct. #001-6030-400-4100 - Town Clerk

ITEM #13 Consider and Approve a Transfer of Funds in the Amount of \$1,145 from Registrar of Voters Election Worker's Wages Acct. #001-6010-100-1350 to Misc. Fact Finding Acct. #001-1300-600-6020 - Mayor's Office

ITEM #14 Consider and Approve a Transfer of Funds in the Amount of \$40,000 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Bus Operations Acct. #001-1150-600-6500 - Mayor's Office

Motion was made by Mr. Killen to Approve the Transfer of Funds Contained in Agenda Items #8a-14, seconded by Mr. Knight.

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

ITEM #16 PUBLIC HEARING on an Ordinance Appropriating \$1,150,000 for the Planning, Acquisition and Construction of Various Municipal Capital Improvements 1995-96 and Authorizing the Issue of \$1,150,000 Bonds of the Town to Meet Said Appropriation and Pending the Issue Thereof the Making of Temporary Borrowings for Such Purpose - 7:45 P.M.

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

Mr. Zappala asked, what specifically was to be done with Harrison and Quigley Roads?

John Costello, Town Engineer, responded that the island will be eliminated making it a simplified "T" intersection. Harrison Road will go straight through and Quigley will come into it as close to a 90 degree angle as is possible. The road will have to be raised.

Mr. Rys referred to the West Dayton Hill Road Bridge project and asked, is this specifically for the bridge? Will there be any straightening out of the road?

Mr. Costello responded, yes, the road will be straightened for that is the major problem, the road alignment. The bridge is structurally deficient also. The entire project will be eligible for 80% federal funds reimbursement under the ISTEA program. The Town will pay 20% of the construction costs and any engineering design costs and engineering costs during the construction phase. The bridge will be moved to the North a bit and Riverside Drive will be extended to the North to meet the new road.

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

ITEM #17 Acceptance of Equipment from the Transit District - Mayor's
Office

Motion was made by Mr. Killen to Accept the Equipment and to Append a List of Equipment to the Minutes of this Meeting (Appendix II), seconded by Mr. Knight.

Since the Transit District will close its office on June 23, 1995 all equipment and supplies owned by the district will be turned over to the Town. An inventory of equipment in the district office was supplied to the Council.

Mr. Rys asked, what happens to the equipment once it is turned over to the Town?

Mayor Dickinson explained that the Purchasing Department oversees the distribution of the equipment requested by other departments. If any of it is not deemed operable, then it is disposed of either by auction or to transporting to the landfill. Each department receives a copy of the list of equipment. If a department is interested in obtaining an item from that list they contact the Purchasing Department.

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

ITEM #18 Consider and Approve a Bid Waiver Request to Purchase
Equipment - Fire Department

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

Chief Wayne Lefebvre explained that he requested a waiver of bid due to the fact that he recently learned that the company, through whom the department is currently purchasing a vehicle via the bidding process held last October, will honor that bid price for the department who had planned to purchase a new vehicle approved in the 1995-96 budget. By doing this the department would avoid two price increases while garnering \$7,800 in interest on money put down on the vehicle. Rough calculations would show that one of the price increases was 3% which would bring the price of the vehicle up to \$257,000 and if the second increase was of like money, the total increase would be \$15,000. The company who is manufacturing the current vehicle won the award by being the lowest responsible bidder last October. Given these factors he felt that it would be a good venture to seek a waiver of bid to save the Town money while obtaining another vehicle which matches the fleet.

Mr. Rys asked if the vehicle was identical to the one being manufactured?

Chief Lefebvre responded, yes, however the peripheral equipment could be changed as long as it is within the same parameters. The company will use the same engineering specifications instead of having to go back to the drawing board. By doing this they will deliver a vehicle by the end of December or the beginning of January, which is cutting about four months off the normal timeframe that it would take.

Mr. Rys asked if equipment from the truck that is being replaced will be installed on this new vehicle?

Chief Lefebvre responded, yes, we don't replace everything on a truck. We utilize some of the equipment off of the existing truck which is perfectly good. When the vehicle arrives it takes several weeks to train the personnel on the vehicle and make all the equipment transfers. It does not arrive fully stocked and ready to go.

Mr. Gouveia asked if this proposal was initiated by the Chief's office or the company?

Chief Lefebvre responded, by his office.

Mr. Gouveia was concerned that perhaps the company was in some sort of financial problem with cash flow and worried that if the Town paid ninety percent of the price up front, what leverage does the Town have if they don't deliver?

Chief Lefebvre responded, it was his office that made the inquiry about the transaction and the Town is 100% bonded. If they don't deliver we are covered. This is the fifth vehicle we will be purchasing from the company (Pierce Company) who, in his opinion, is the best in the industry.

Mr. Killen asked, what will become of the Yalesville pumper?

Chief Lefebvre responded, it will be sold through the Purchasing Office in Town. The present Engine I will be made the spare vehicle. It would be a cost drain on the Town to keep the vehicle (Yalesville pumper).

Mr. Knight stated that this a tremendous step towards standardizing the equipment of the department. He applauded the Chief for his initiative in this matter.

Pasquale Melillo, 15 Haller Place, Yalesville, stated that this is one of the few times that he will agree with waiving the bidding process.

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

Motion was made by Mr. Killen to Waive Rule V of the Town Council Meeting Procedures for a Series of Three Transfers, seconded by Mr. Knight.

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

WAIVER OF RULE V

Motion was made by Mr. Killen to Approve a Transfer of Funds in the Amount of \$1,000 from Overtime Acct. #001-5040-100-1400 to Utilities Acct. #001-5260-200-2010, seconded by Mr. Knight.

Mr. Zappala asked, did we allocate money for the utilities at 6 Fairfield Blvd. prior to these funds being requested?

Henry McCully, Director of Public Works responded, no, there are no funds currently budgeted for this.

Mr. Zappala was under the impression that the bonding ordinance funding covered all expenses associated with the building.

Thomas Myers, Comptroller, explained that the bonding ordinance funding covered all the capital expenses associated with the project.

The utilities are the operational costs. It is improper accounting procedures to charge operational expenses such as utilities to a capitalized or bond account.

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

Mr. Knight asked, what is the result of the Council not funding the transfer, in terms of the safety of the building and other work that needs to be performed?

Mr. McCully responded, we will have utility bills coming due and we just had the fire alarm and sprinkler alarm system hooked up by the telephone company that was shut off by a previous tenant. He had authorized that work without the funds because he felt that we needed to put that in the building. These transfers will also allow for the installation of security devices for the doors.

Mr. Knight then asked those Councilors who were opposed to the funding of the transfer, how they proposed to protect this building, the Town's investment without the fire alarm? How will we provide electricity to the tenants who are presently in the building?

Mr. Zappala asked, doesn't the tenants pay their own electricity?

Mr. McCully responded, it is in the contract and even if it wasn't for the tenants, we have power being used up there all the time. We have security lights on all the time. Even if the tenants took care of their own electricity the Town would still have bills for utilities for the building, regardless of who is occupying the space.

Mr. Zappala stated that the back up information with the transfer should have been more specific.

Motion was made by Mr. Zappala to Reconsider the Vote, seconded by Mr. Killen.

VOTE TO RECONSIDER: Solinsky was absent; Gouveia, no; all others, aye; motion duly carried.

Motion was made by Mr. Killen to Approve the Transfer of \$1,000 to Utilities Account, seconded by Mr. Zappala.

Mr. Gouveia responded to Mr. Knight's comments regarding the Town's investment in 6 Fairfield Blvd. by stating that the Town had enough votes on the Council to make that investment without his support (vote) because he felt that the Town should not have made that investment, therefore there should be enough votes on the Council this evening to protect its investment without his support (vote) tonight.

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

Motion was made by Mr. Killen to Consider and Approve a Transfer of Funds in the Amount of \$1,000 from Overtime Acct. #001-5040-100-1400 to Maintenance of Building Acct. #001-5260-500-5100, seconded by Ms. Papale.

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

Motion was made by Mr. Killen to Consider and Approve a Transfer of Funds in the Amount of \$2,500 from Overtime Acct. #001-5040-100-1400 to Maintenance of Alarm & Security System Acct. #001-5260-500-5240, and to create new accounts listed in this as well as the previous two transfers, seconded by Mr. Rys.

Mr. Zandri asked what these dollars are being requested for?

Mr. McCully responded, to hook up the fire alarm system and to install a security system on the doors of the building. Presently, there is no existing security system.

Mr. Zandri asked if there was an existing fire alarm system in place?

Mr. McCully responded, yes there was and it was on a phone system hooked up to Monitor Controls but it was disconnected. It was reconnected and placed back on line today. There are eighteen doors to the building and Public Works personnel will be performing some of the work to keep the cost of the project down.

Mr. Zandri stated that \$2,500 was a great deal of money for the work to be done considering that some of the alarm system was presently in place.

Mr. McCully responded, the \$2,500 is not strictly for installing the system there will also be monitoring fees that will be covered by these funds.

Mrs. Duryea asked, at what stage of the project are we?

Mr. McCully responded, part A of the bid opening is to be held on Friday which is the architect's proposal. Part B of the opening will be held on June 7th which is the actual cost of the job. It is a two envelope system and once both of them are opened then calculations will have to be made and credentials checked, etc. Hopefully the low bidder will be selected by the end of July with the design phase beginning in September.

Mrs. Duryea was concerned with the exit of the building located at the loading dock area for she is worried that children and their parents exiting in this area will do so off of the dock area which can be dangerous.

Mr. McCully stated that precautions will be taken during the design phase to address that issue and area.

VOTE: Solinsky was absent; Gouveia, Killen and Zandri, no; all

others, aye; motion duly carried.

ITEM #19 Consider and Approve Authorizing the Mayor to Sign an Agreement between the State of Connecticut and the Town of Wallingford for the Construction of the Quinnipiac Street Bridge - Mayor's Office

Motion was made by Mr. Killen, seconded by Ms. Papale.

Mr. Killen read the resolution into the record.

Mr. Rys asked, how old is the present Quinnipiac Street bridge? Wasn't work recently performed on that structure?

John Costello, Town Engineer responded, it has a 1938 WPA (Works Progress Administration) date on it. Mr. Rys was mistaking the work on the Hall Avenue bridge as that done on the Quinnipiac bridge.

Mayor Dickinson stated that this is part of the overall Quinnipiac Corridor Project.

Mr. Zandri asked, what specifically will be done to the bridge?

Mr. Costello responded, the existing superstructure which is constructed of steel beams and a concrete deck will be completely removed. It will be replaced with precast concrete beams, new concrete deck and a bituminous wearing surface. The bridge will be raised slightly to increase the waterway opening underneath. The fill up material under the eastern span will be removed and stone riprap will be placed around the center pier for scour protection so it will not be undermined in the storms. The structure will be worked on one-third at a time to allow for two way traffic flow for the majority of the time. It will be a repeat of what was done on Hall Avenue.

Mr. Zandri asked, what time of the year will the work be performed?

Mr. Costello responded, generally, construction occurs in the summer months.

Mr. Zandri pointed out that the crews will be confronted with Oakdale

Mr. Costello admitted that they could be. The State also plans to improve the parkway interchange as well, especially on the North side.

Mr. Knight agreed with Mr. Rys that work was recently performed on the Quinnipiac bridge within the past couple of years. He was under the impression that the concrete had been worked on.

Mr. Costello stated that work may have been performed on the concrete sidewalks. A 30" diameter sanitary sewer was suspended below the bridge and was taken off and put in a siphon just South of the bridge under the river. That may be the work that is being recalled. The bridge is 36' wide which is sufficient for three lanes. The sidewalks

will be retained.

Mr. Gouveia asked, with regards to the Quinnipiac Corridor project, has any thought been given to the flooding with Garden Road?

Mr. Costello responded, yes, that is why we are raising the bridge as much as we can about a foot over the 420'span which amounts to 120 sq. ft. of space gained. The removal of the sewer drain helped as well.

Ms. Papale asked, what costs will the Town be responsible for?

Mr. Costello responded, the engineering costs and engineering consulting work required during the construction phase.

Mr. Zandri asked, will dredging take place.

Mr. Costello responded, yes.

Pasquale Melillo, 15 Haller Place, Yalesville asked, who will be responsible if someone gets into an accident on the bridge while the work is in progress?

Mr. Costello responded, whomever was negligent will be responsible. The Town will turn the site over to the contractor and it will be under his jurisdiction during the construction.

Mr. Killen amended his motion to include Appending the Resolution and Agreement to the Minutes of the Meeting, seconded by Mr. Knight (Appendix III).

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

Mr. Gouveia asked, what was the architectural fee on this?

Mr. Costello responded, to date we have spent \$84,700 which is 10.5% of the construction estimate. The State allows 15% for engineering costs. The bid for the W. Dayton Hill Road bridge was \$71,000 which was 7%.

ITEM #20 Consider and Approve Application for VoAg Greenhouse, Storage
Building and Equipment Grant - Bd. of Education

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

Wilfred Schultz, VoAg Coordinator at Lyman Hall High School stated that the storage building will be new but they will be tearing down the older greenhouses which were constructed in 1959.

Mr. Rys commended Mr. Schultz and his associate Ms. Amenta, VoAg teacher, for providing clear, concise information with regards to the proposed equipment grant.

Mr. Killen asked if the State grants a flat amount to the program or do they review the list of equipment and grant certain items while refusing others?

Mr. Schultz responded, they grant a flat amount with regards to the equipment.

Mr. Zappala asked, what is a model horse (equipment listed on the grant form)?

Mr. Schultz responded, it is a horse where the bones are put back together. One of the parts of the curriculum is equestrian and horses. It is a skeleton of a horse.

Ms. Papale stated, in working with the VoAg Building Committee in the past she familiar with the group and is confident that they are requesting specifically what they need and it will be utilized well. The program has come a long way.

Solinsky was absent; all others, aye; motion duly carried.

ITEM #21 Review Financial Reports from the Library, VNA and Senior Citizen Center - Mayor's Office

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

Solinsky was absent; all others, aye; motion duly carried.

ITEM #22 Consider and Approve Tax Refunds Acct. #001-1420-800-8910 in the Amount of \$1,668.65 - Tax Collector

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

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

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

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

There being no further business, the meeting adjourned at 8:45 P.M.

Meeting recorded and transcribed by:

thryn F. Milano Town Council Secretary

Approved by:

Vice Chairman Susan S. Duryea,

IN

Town Clerk

AN ORDINANCE APPROPRIATING \$1,150,000 FOR THE PLANNING, ACQUISITION AND CONSTRUCTION OF VARIOUS MUNICIPAL CAPITAL IMPROVEMENTS 1995-1996 AND AUTHORIZING THE ISSUE OF \$1,150,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. The sum of \$1,150,000 is appropriated for the planning, acquisition and construction of municipal capital improvements 1995-1996 as set forth hereinafter and for administrative, printing, legal and financing costs related thereto, said appropriation to be inclusive of any and all State and Federal grants-in-aid thereof.

Roadway Reconstruction

Quigley/Harrison Roads
Intersection Improvement

\$ 150,000

Bridge Repair/Replacement

West Dayton Hill/Muddy River

1,000,000

Total

\$1,150,000

The amount authorized to be expended for each purpose shall not exceed the amount set forth opposite each purpose, provided that, the Town Council may by resolution transfer unexpended funds among purposes, so long as the aggregate amount of the appropriation and bond authorization shall not be increased.

- Section 2. (a) To meet said appropriation \$1,150,000 bonds of the Town, or so much thereof as shall be necessary for such purpose, shall be issued. Said bonds shall bear such rate or rates of interest as shall be determined by the Mayor, the Comptroller, and the Town Treasurer, or any two of them.
- (b) To meet the portion of said appropriation which may be financed pursuant to a Project Loan And/Or Grant Agreement between the State of Connecticut and the Town under the Local Bridge Program of the State of Connecticut in lieu of the issuance of bonds as provided in Section 2(a) above, a note or notes of the Town shall be issued bearing interest payable as set forth in such agreement. Said notes shall be designated "Town of Wallingford General Obligation Promissory Note", be dated as of the date of issue, shall bear interest at the rate then in effect for loans to municipalities under such Local Bridge Program and shall be payable in such amounts and at such times as are set forth in said agreement.

Section 3. Said bonds shall be issued, maturing not later

than the twentieth year after their date, in the amount necessary to meet the Town's share of the cost of the project determined after considering the estimated amount of the State and Federal grants-in-aid of the project, or the actual amount thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the sufficient with other runds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor, the Comptroller, and facsimile or manual signatures of the Mayor, the Comptroller, and the Town Treasurer, or any two of them, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, and be approved as to their legality by Robinson & Cole, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds shall be determined by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, in accordance with the General Statutes of the State of Connecticut, as amended.

Section 4. Said bonds shall be sold by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold upon sealed proposals at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be subject to the approval of the Town Council.

Section 5. The Mayor, the Comptroller, and the Town Treasurer, or any two of them, are authorized to make temporary

borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, be approved as to their legality by Robinson & Cole, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Mayor, the Comptroller, and the Town Treasurer, or any two of them, pursuant to Section 7-373 of the General Statutes of Connecticut, as They shall be issued with maturity dates which comply amended. with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 6. The Mayor is hereby authorized and empowered with respect to the aforesaid project to execute and deliver Project Loan And/Or Project Grant Agreements between the State of Connecticut and the Town under the Local Bridge Program, and the Mayor, the Comptroller, and the Town Treasurer, or any two of them, are authorized and empowered to execute and deliver General Obligation Promissory Notes in connection with Project Loans.

Section 7. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town of Wallingford (the "Issuer") hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and after the date of passage of this ordinance in the maximum amount and for the capital projects defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Issuer. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Issuer hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Comptroller or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration.

Section 8. 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.

c Bot Redersex Appendix II



HOGER M. DEBAISE, CHAIRMAN MICHAEL DENINO CO-CHAIRMAN EUGENE H. DAUPLAISE, TREASUR DANIEL A. LUCAS, SECRETARY ANN PIKOR RICHARD HEFFERN STEPHEN W. KNIGHT

BRENDA AVALLONE, MANAGER

45 SOUTH MAIN STREET . WALLINGFORD, CONNECTICUT 06492 . TELEPHONE 294-2160

May 5, 1995

William W. Dickinson Jr. Town of Wallingford, Connecticut

Dear Mayor Dickinson:

Since the Transit District will close its office on June 23, 1995 all equipment and supplies owned by the District will be turned over to the Town of Wallingford.

You may consider placing this transfer on the next Council agenda since the Concil must accept this equipment on behalf of the Town.

The following is an inventory of equipment in the District office.

- One (1) Fireproof 4 drawer file cabinet
- Two (2) standard 4 drawer file cabinets
- One (1) 29 x 16 x 38 storage cabinet One (1) 36 x 18 x 42 storage cabinet
- One (1) $30\frac{1}{2} \times 10 \times 49$ bookcase One (1) 54 x 24 x 29½ work table
- Seven (7) office chairs
- One (1) $60 \times 30 \times 29$ 3 drawer desk with 3 drawer typewriter entension
- One (1) metal coat rack
- Two (2) desk lamps
- One (1) GE clock radio
- Two (2) secretary desk chairs
- One (1) IBM Wheelwriter 6 typewriter
- One (1)Olympia typewriter (old)
- One (1) Sharp SF-7350 Copy machine One (1) 23 x 19 x 25 copy machine stand
- One (1) TA ARBM 1217 calculator
- One (1) Texas Ins. TI-5130 calculator
- One (1) Showcase black briefcase
- One (1) Pronto Polariod Camera
- One (1) Kord Model 400 electric heater
- One (1) Norelco air purifier
 One (1) Paymaster han operated check writer
- One (1) Boston #131 Large stapler

continued



ROGER M. DEBAISE, CHAIRMAN MICHAEL DENINO CO-CHAIRMAN EUGENE H. DAUPLAISE, TREASURER DANIEL A. LUCAS, SECRETARY ANN PIKOR RICHARD HEFFERN STEPHEN W. KNIGHT

BRENDA AVALLONE, MANAGER

45 SOUTH MAIN STREET . WALLINGFORD, CONNECTICUT 06492 . TELEPHONE 294-2160

May 5, 1995

Mayor William W. Dickinson Jr.

Page 2 of 2

Inventory of Distict office equipment

One (1) 14 x 11 mirror
One (1) 9 inch battery operated clock

One (1) desktop file holder

One (1) desktop two tray paper holder (IN-OUT basket) One (1) $8\frac{1}{2} \times 5 \times 5\frac{1}{2}$ file box

One (1) WilsonJones Copyholder

Sundry office supplies - copy paper, pads, pencils, file folders, staplers, envelopes, electric pencil sharpener, etc.

-RMS 5/23/95 In addition of rodio equepmen

Roger M. Debaise

Chairman

c.c. Directors Robert Cappelletti

Appendix III

CERTIFIED RESOLUTION OF THE TOWN OF WALLINGFORD

WHEREAS, the Town requested that the State of Connecticut undertake construction of the Quinnipiac Street Bridge project;

WHEREAS, the State of Connecticut agreed to said project utilizing federal funds available through the Surface Transportation Program; and

WHEREAS, the Town wishes for the State of Connecticut to proceed with said project.

NOW, THEREFORE, BE IT RESOLVED that William W. Dickinson, Jr., Mayor, is hereby authorized to sign the agreement entitled "Agreement Between the State of Connecticut and the Town of Wallingford for the Construction, Inspection and Maintenance of Quinnipiac Street Bridge Utilizing Federal Funds From the Surface Transportation Program."

Certified a true copy of a resolution duly adopted by the Town)f
Wallingford at a meeting of its Town Council on (Date)	,
and which has not been rescinded or modified in any way whatsoe	/er.
(Date) (Clerk)	

(SEAL)

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE TOWN OF WALLINGFORD
FOR THE
CONSTRUCTION, INSPECTION AND MAINTENANCE
OF
QUINNIPIAC STREET BRIDGE
UTILIZING FEDERAL FUNDS
FROM THE
SURFACE TRANSPORTATION PROGRAM

State Project No. 148-162

Federal Project No. STPN-2565(1)

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 1995, by and between the State of Connecticut, Department of Transportation, J. William Burns, Commissioner, acting herein by James F. Byrnes, Jr., Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, hereinafter referred to as the State, and the Town of Wallingford, Municipal Building, 45 South Main Street, Wallingford, Connecticut 06492, acting herein by William W. Dickinson, Jr., Mayor, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991 provides funding authorization for highways, highway safety and mass transportation programs, and

WHEREAS, Title I of the Act establishes the Surface Transportation Program (STP) as a new block grant type program that may be used by the State and localities for any roads that are not functionally classified as local or rural minor collectors, and

WHEREAS, Section 13a-165 of the General Statutes of Connecticut, as revised, provides that the Commissioner of Transportation is authorized..." (b) to apply for and to obtain moneys, grants or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof....", and

WHEREAS, the required contract plans, specifications and estimates have been prepared for improvements to be made on the Quinnipiac Street Bridge, and

WHEREAS, said improvements include, but are not limited to, the replacement of the Quinnipiac Street Bridge superstructure and minor roadway improvements which will include guide rail and drainage structure replacement, and is identified as State Project No. 148-162 and Federal Project No. STPN-2565(1), hereinafter referred to as the Project, and

WHEREAS, the State and the Municipality mutually agreed that the State will be responsible for advertising, construction administration, construction inspection, material testing and construction, as relate to the Project, and

WHEREAS, said construction administration, construction inspection, and material testing are hereinafter referred to as "incidentals to construction", and

WHEREAS, the Municipality has requested that such Project-related activities be undertaken for the Project.

NOW, THEREFORE, KNOW YE THAT: THE PARTIES HERETO AGREE AS FOLLOWS: THE MUNICIPALITY SHALL:

- (1) Designate an individual to act as liaison with the State to provide for the proper interchange of information during the construction phase of the Project and all activities related thereto.
- (2) Provide services during construction, if requested by the State, for (a) consultation, advice and visits to the work site, (b) such design services as may be required, and (c) review and approval of all shop details and construction drawings received from the construction contractor. The Municipality is responsible for one hundred percent (100%) of the cost of the services described in this Article.
- (3) Grant the State and the State's contractor the right to enter into, pass over and utilize the right-of-way owned by the Municipality, as required to perform the construction inspection and construction phases of the Project.
- (4) Enforce all established and necessary traffic regulations during the construction phase of the Project.
 - (5) Assume all responsibility and liability for:
 - (a) The proper maintenance and operation of the Municipality's facilities constructed as part of this Project upon completion of the Project to the satisfaction of the State and the Federal Highway Administration.
 - (b) Maintenance of traffic control signals on Municipality maintained roadways (if signals are installed as part of this Project) upon satisfactory completion of the 30-day acceptance test period.
 - (c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on Municipality maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.

- (6) Maintain and enforce all traffic regulations, upon completion of the Project, to conform to State and Municipal traffic laws, ordinances and regulations.
- (7) Reimburse the State one hundred percent (100%) of all construction costs which are the result of errors and/or omissions solely of the Municipality or its consultant in the contract plans, specifications and estimates. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost as determined by a post-construction audit will be used to determine the incidentals to construction cost incurred due to the errors and/or omissions.
- (8) Deposit with the State, upon demand, one hundred percent (100%) of the total cost of all Federal-aid non-participating contract item(s) including incidentals to construction costs for this Project, which have been specifically requested by the Municipality that are considered by the State to be nonessential for the Project. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost as determined by a post-construction audit will be used to determine the incidentals to construction cost for the Federal-aid non-participating items.
- (9) Deposit with the State, upon demand, the full non-federal share, twenty percent (20%), of the cost of sidewalks constructed as part of the Project other than existing sidewalks disturbed by construction. This cost includes all contract item(s) associated with the construction of the sidewalk including incidentals to construction costs. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost as determined by a post-construction audit will be used to determine the incidentals to construction cost incurred due to the construction of the sidewalks. This requirement is in accordance with the Connecticut Department of Transportation's Policy Statement, Policy No. HWYS-19.
- (10) Reimburse the State for all expenditures on the Project in the event the Project is cancelled by the Municipality. However, the Municipality may request cancellation of the Project, and if determined by the State to be justifiable and with "good cause", Federal participation in expenditures will be provided up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities is considered to be within the control of the Municipality and will not be considered "good cause."
- (11) (a) Deposit with the State, upon demand, the Municipality's proportionate share of the estimated cost of construction, as outlined in Article (23) of this Agreement.
- (b) If the approved construction costs, based on low bid prices, exceed the estimated construction costs as indicated in Article (23) of this Agreement, the Municipality shall deposit with the State, upon demand, the additional amount of the Municipality's proportionate share of the increased construction cost. The Municipality shall pay the deposit, upon demand, within sixty (60) days after receipt of written notification by the State or shall notify the State, in writing, of the Municipality's desire to either reduce the Project scope to within the estimated construction costs as indicated in Article (23) of this Agreement or to terminate the Project with a reimbursement of all advertising, incidentals to construction and construction costs expended by the State.

- (c) If, at any time, the amount which the Municipality is obligated to pay the State under the conditions of Paragraphs (a) or (b) of this Article exceeds the amount of the demand deposit by five percent (5%) or more, the Municipality shall further increase the demand deposit by an additional deposit as requested by the State.
- (12) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements", dated March 28, 1995, a copy of which is attached hereto and hereby made part of this Agreement.

THE STATE SHALL:

- (13) Use apportionments made available to the State under the provisions of the Federal Surface Transportation Program to complete the construction phase of the Project and all related activities the State has agreed to perform herein.
- (14) Advertise, receive bids, award a contract, make payments to the contractor and provide the Municipality with copies of the plans and specifications regarding the construction phase of the Project.
- (15) Provide services, including, but not limited to, construction administration, material testing, construction inspection, and liaison with other governmental agencies to ensure satisfactory adherence to State and Federal requirements.
- (16) Assume maintenance responsibility for those State facilities constructed as part of this Project.
- (17) Upon completion of construction, perform a complete audit of the costs of the Project to determine the final payment due the State by the Municipality or the reimbursement due the Municipality by the State.

THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(18) That the State may regulate the satisfactory accommodation of utilities on a continuing basis to any Federal Surface Transportation Urban Program roadway or facility, as provided in Section 13a-98f of the General Statutes of Connecticut, as revised, and the Municipality will assist and cooperate in enforcing such regulations and shall issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its own expense from any such Federal Surface Transportation Urban Program roadway or facility and take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the State's contractor which are the result of the failure of any utility to readjust, relocate or remove its facilities in conjunction with the Project, because of the failure of the Municipality to carry out its responsibility as outlined in paragraph (1) of this Article shall become the responsibility of the Municipality.

(19) That if the Municipality fails to fulfill its responsibility in regard to Articles (4), (5) and (6) of this Agreement, such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.

- (20) That before completion of the construction phase of the Project, the State, in concert with the Municipality, shall perform semi-final and final inspections of the Project. The Municipality will be notified of such inspections in writing by the State.
- (21) That the State is hereby authorized to provide written notice to the Federal Highway Administration of the acceptance of the Project by both the Municipality and the State. It is further understood that this acceptance shall not be given prior to the final inspection of the Project.
- (22) That any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall:
 - (a) Be in writing addressed to:
 - i) When the State is to receive such notice:

Commissioner of Transportation Connecticut Department of Transportation 2800 Berlin Turnpike P.O. Box 317546 Newington, Connecticut 06131-7546;

ii) When the Municipality is to receive such notice:

Mayor Town of Wallingford Municipal Building 45 South Main Street Wallingford, Connecticut 06492

- (b) Be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice", as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(23) The total estimated construction cost of the Project is Nine Hundred Twenty-four Thousand Eight Hundred Dollars (\$924,800), which includes anticipated expenditures of One Hundred Fifteen Thousand Six Hundred Dollars (\$115,600) for services to be provided by the State.

ESTIMATED CONSTRUCTION COSTS

State Project No. 148-162 Federal Project			: No. STPN-2565(1)
Α.	Contract Items and Contingencies	•••••	\$809,200
в.	Incidentals to Construction - Material Test Inspection and Administrative Costs - State	ing,	\$115,600
c.	Total Participating Construction Costs (A+B)	\$924,800
0.	Estimated Federal Proportionate Share of th Construction Cost (80% of C)		\$739,840
Ε.	Estimated State Proportionate Share of the Construction Cost (20% of C)	• • • • • • • • • • • • • • • • • • • •	\$184,960