

**SPECIAL TOWN COUNCIL MEETING**

**DECEMBER 21, 1999**

**5:30 P.M.**

**AGENDA**

1. Pledge of Allegiance and Roll Call
2. Consent Agenda
  - a. Consider and Approve Tax Refunds (304-326) Totalling \$2,714.34
  - b. Consider and Approve Tax Refunds (327-339) Totalling \$4,964.35
3. Consider and Approve Waiver of Bid effective 1/12/00 through 6/30/01 with Double A Transportation for Transportation Scheduling and Routing Services/Board of Education
4. Consider and Approve Transfer of Funds of \$33,000 from Contingency/General Purpose, Account # 8050-800-3190 to Purchase Services/Consultant West Dayton Hill Road Pond Dam, (new) Account #5010-901-9050/Engineering
5. Consider and Approve Resolution Authorizing the Mayor to Apply to South Central Regional Council of Governments for Possible Funding Under State Department of Transportation Local Accident Reduction Program/Engineering
6. Consider and Approve Authorizing the Mayor to sign a "Letter of Agreement" between the Town of Wallingford and the City of Meriden regarding Federal Transportation Enhancement Act Allocation of Funds for Quinnipiac River Linear Trail, Phase II/Engineering
7. Consider and Approve Resolution Authorizing the Mayor to Sign the "First Supplemental Agreement" Between the Town of Wallingford and State of Connecticut for Safety Improvements/North Plains Industrial Road & Pent Highway/Engineering

TOWN COUNCIL SPECIAL MEETING

DECEMBER 21, 1999

5:30 P.M.

SUMMARY

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**TOWN COUNCIL SPECIAL MEETING**

**DECEMBER 21, 1999**

**5:30 P.M.**

A special meeting of the Wallingford Town Council was held on Tuesday, December 21, 1999 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 5:40 P.M. Councilors Centner, Knight, Papale, Parisi, Rys and Zandri answered present to the Roll called by Town Clerk Rosemary Rascati. Councilor Renda arrived at 5:50 P.M. Councilor Farrell was absent due to illness and Councilor Zappala was absent due to a work commitment. Mayor William W. Dickinson, Jr., Town Attorney Janis M. Small and Comptroller Thomas A. Myers were also present.

The Pledge of Allegiance was given to the Flag.

**ITEM #2 - Consent Agenda**

**ITEM #2a** - Consider and Approve Tax Refunds (304-326) Totaling \$2,714.34

**ITEM #2b** - Consider and Approve Tax Refunds (327-339) Totaling \$4,964.35

Motion was made by Mr. Rys to Approve the Consent Agenda as Presented in Items # 2a-b, seconded by Mr. Centner.

VOTE: Farrell, Renda and Zappala absent; all others, aye; motion duly carried.

**ITEM #3** - Consider and Approve Waiver of Bid effective 1-12-00 through 6-30-01 with Double A Transportation for Transportation Scheduling and Routing Services - Board of Education.

Mr. Rys read a letter from the Board of Education - Superintendent of Schools. (Appendix I)

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

Dr. Cirusuolo, Superintendent of Schools stated the Board of Education's intentions are to go out to bid when the present contract with Double A expires and to include the Routing and Scheduling in the bid specs.

Mr. Knight asked if they had purchased extensive software for this function?

Dr. Cirusuolo answered yes Double A is using this software exclusively for us.

Mr. Knight asked if the software was located in both offices?

Dr. Cirusuolo stated that the software is being used at Double A and at the Board of Education. He also congratulated Linda Winters, Business Manager for taking over the responsibilities of the Director of Transportation.

Mr. Zandri asked what was the decision making process?

Patricia Corsetti, Chairwoman of Board of Education replied that Double A is our Transportation Co. and are involved in the busing and routing.

Mr. Centner asked if the Board of Education reevaluates each year the entire operation or just the changes in terms of the bus route system?

Dr. Cirusuolo answered the students that we change are from 5th grade to 6th grade and from 8th grade to 9th grade, the other students are just put back into the same bus routes. The software runs the program and we may make some adjustments because of new children.

Mr. Parisi asked if the cost of transportation is going to keep going up?

Dr. Cirusuolo stated that it depends on the bid prices. We are going to bid this with the understanding the software will be provided by the school district and that the company will not be able to use the software for any other school district.

VOTE: Farrell and Zappala absent; all others aye; motion duly carried.

(more detailed transcription requested and voted upon by Town Council at their 1/11/2000 meeting to follow on pages 2.1-2.6)

Correspondence from Joseph Cirusuolo, Superintendent of Schools states how the Board of Education has decided to ask the Town Council for a bid waiver effective 1/12/2000 through 6/30/2001 so that the Board can contract with Double A Transportation scheduling and routing services (Appendix I).

The services were previously performed in-house by a Director of Transportation. That position became vacant and the Board intends to keep it vacant for it is their position that it is more cost effective to out source or privatize the function.

A bid waiver is being sought because Double A provides transportation services for the Board, an arrangement that is the result of a competitive bidding process and it would be foolish, in the Board's opinion, to have another company provide routing and scheduling services.

Dr. Cirusuolo stated, it is our intention when the present contract with Double A is expired to go out to bid for transportation services and to include the routing and scheduling into the bid specifications so that this will be bid once this present contract is terminated.

Mr. Knight asked, didn't you just purchase three or four years ago some pretty expensive, sophisticated software for this function? Is Double A going to use it?

Dr. Cirusuolo answered, yes. Under the arrangement we have with them that is the software they are using and they are using it exclusively for us. They may not use it for any other school system.

Board of Education Chairperson Patricia Corsetti stated, we ran into a tough situation this summer and the Board thinks, by not filling the position and going out to bid for this will really work and we are pleased with it.

Mr. Knight asked, is the software located in your offices?

Dr. Cirusuolo answered, it is located both at Double A's offices and ours. We were able to make a copy of the software and because it is still being used by us at a different location, we were able to do that. One thing we should have mentioned is, when we decided not to fill the position of Director of Transportation, we assigned transportation responsibilities to the business manager, Linda Winters, so she is to be congratulated on getting this new assignment.

Ms. Winters explained, the software is P.C. based and on a weekly basis we load a copy of the current routes onto our system. We are not networked at this point. We have up to date information to answer any questions that might come in from parents.

Mr. Zandri asked, what was the decision-making process as far as now going to an outside service vs. in-house? There must have been some sort of justification for this decision.

Ms. Corsetti answered, the Board felt that it was cost-effective and extremely efficient because at this time Double A is our transportation company and they are very involved in routing. Ms. Winters has had experience in transportation and we thought we would try it and hopefully it would be the best way to go. We have found it cost-effective and efficient.

Dr. Cirasuolo stated, the process started when the person who had been our Director of Transportation informed us she was leaving. She was a part-time Director of Transportation and half of her time was spent in the capacity of a computer trainer and resource person in that area. It seemed to tell us after looking at it that it would be highly improbable that we could get someone to come in and be a half-time Transportation Director. At the same time we had decided to establish a Department of Information Services that would handle the computer end of it so we did not need someone with both assignments. Given that, we initially were going to try to do it in-house just with clerical personnel. The secretary who worked in the Transportation Office, however, also decided to leave and when that happened we had a bit of a crises on our hands. We went to Double A and asked, "can we make an arrangement where for a couple of months you do the routing and scheduling?" This happened in July so we were dealing with August and September which is real crunch time. Double A was willing to do that for under \$2,000 for a couple of months which got us by the beginning of school but also gave us an opportunity to see who the system would work. We were very impressed and pleased with the results so we negotiated a dollar figure with them that we presented to you. That explains the whole decision-making process.

Mr. Zandri asked, do the parents call and have any interaction with this and, if so, is there anything that is going to be lacking vs. what we had before or are we actually improving on what we had before?

Dr. Cirasuolo stated, we have a secretary in the Transportation Office, that has not changed. She handles all of the contact with the parents and does it well.

Ms. Corsetti added, the Board has voted her employee of the month last month. She has done an excellent job. She is very cooperative, efficient and has a nice way with parents. This year transportation opened without a glitch and has gone very, very smooth and with the help of Ms. Winters who has had the experience in transportation...it has worked well.

Mr. Zandri reiterated, I want to make sure we are not losing any services for the amount of money that we are saving, although not substantial. As long as we are getting the product that we are looking for, that is my main concern. If you are satisfied, I don't have a problem.

Ms. Corsetti answered, I think we are getting a better product.

Mr. Zandri replied, that is great, that is what I want to hear.

Mr. Centner asked, do you re-evaluate the entire operation each year or just the changes to the operation in terms of your bus routes, etc.?

Dr. Cirsuolo answered, each year you build on the routes that are there. The software works in a manner as to allow the building upon and revision to the routes each year. Changes are made to bus routes as the software follows the child to the next grade level and as new students are added to the areas.

Mr. Centner explained how the bus routes in his area had changed during the course of the year and now have seemed to stabilize. He had hoped that they would remain stable.

Dr. Cirsuolo stated, the problems arise when you encounter different residential patterns in neighborhoods. We frequently change bus stops in the first week of school because what looks good on paper sometimes does not work out all that well when the buses actually run.

Mr. Parisi asked, on the front page of this letter it reads, \$23,148 for eight (8) months...

Ms. Winters explained, that figure is based on the number of runs that we currently have for special education and regular education. The cost is \$1.75 per vehicle per day and \$.50 per kindergarten vehicle per day.

Mr. Parisi pointed out, but then in July of 2001 it goes up to \$29,578?

Ms. Winters explained, that is based on a full year compared to the eight months.

Mr. Parisi asked, how does that relate to the figures on the second page? I am confused and maybe I am missing something. It reads "In house, \$41,241.; Projected Contract out 1999-2000, \$37,348; and Projected Contract out 2000-2001, \$42,150.?"

Ms. Winters explained, the first column, "In-house" shows what our costs would have been if we kept the transportation coordinator in house. The second column "Projected Contract Out 1999-2000" shows what our costs will be for the current year if this is approved by the Town Council; and then I also listed in the next column what our costs would be for the full year showing the \$29,578.....what this represents for next year would be a 2.2% cost increase compared to the year that we are in.

Mr. Parisi stated, this is where I am confused. On the front page you have \$29,578.....

Ms. Winters explained, which is the cost to pay the contract for scheduling.

Mr. Parisi asked, what does it mean on the second page; \$42,150?

Dr. Cirusuolo answered, that has to do with....you have to add to that the business manager's (Ms. Winter's) stipend for doing transportation. You add to the \$29,578., the business manager's stipend, the transportation clerk overtime and you get the \$42,150.

Mr. Parisi asked, is this going to keep going up or is it going to stay there?

Dr. Cirusuolo answered, that will depend on what we get for bid prices after the 2000-2001 school year.

Mr. Parisi asked, when you bid that, are you going to bid our software?

Dr. Cirusuolo answered, we will bid it with our present plan and we may change this before we get there. We will bid it with the understanding that the software will be provided by the school district with an understanding that the company will not be able to use the software for any other school district.

Mr. Parisi stated, to be honest, my opinion is, if they get our software that has got to have a value in dollars. I don't see them going up in a year, quite frankly. We are giving them free software. Where do we get the money back for that? We are putting them in business and then they are charging us.



Dr. Cirsuolo answered, they would charge us a lot more if they had to purchase the software. They would charge us for what we use....the software costs about \$20,000.

Mr. Parisi stated, I am sorry, I just have to ask this. The business manager (Ms. Winters) is going to get \$11,000 to do this?

Dr. Cirsuolo answered, we had to negotiate with the business manager's bargaining agent when we changed the job description for the business manager. That is required under law and we did and an arrangement was agreed to to increase the salary of the business manager by that amount.

Mr. Parisi asked, how is this going to affect her full time job?

Dr. Cirsuolo answered, we have not had any difficulty with her meeting all of her responsibilities this year so I don't anticipate that being a difficulty.

Mr. Parisi replied, it does raise an interesting observation; someone can take on a part-time job.

Dr. Cirsuolo answered, she is putting in the extra time.

Mr. Parisi asked, how does the day work on this job?

Dr. Cirsuolo answered, there is no beginning and end. The job has to be done. The business manager does not have hours. She has job responsibilities to fulfill as all salaried employees.....

Mr. Parisi asked, does this job start earlier and end later? Does it add on to the day; to the end of the day?

Dr. Cirsuolo answered, it adds on to the day.

Ms. Winters explained, it really varies depending upon the time of the year. During the busiest time of the year, I took this over in August which is our busiest time getting the bus routes put together for the start of the school, to oversee the transportation department and the contractor..it was approximately one to two hours a day during the busiest time of the year. I am taking over the responsibility for transportation as well. It is very difficult to say...there really is no normal day or normal week but the current arrangement is working very well.

Mr. Parisi asked, I have to understand this; are you staying longer or coming in earlier? That is really what I want to know. Do you find your days start earlier or if they don't, God bless you, you are talented that you can do it.

Ms. Winters answered, my job really isn't a forty hour a week job. Right now we are putting our budget together and I work late on a daily basis. I really can't generalize about that. In the spring and the summer when we are doing the routes I will probably put in more time compared to now when there are very few changes that we need to make in the bus routes.

Mr. Parisi stated, there are no more forty hour salaried jobs anymore, anyway so that does not surprise me. I don't think you really know how much time it takes, do you? If you do it, you have to do it; you get it done.

Dr. Cirasuolo stated, we could track it if there is an interest there.

Mr. Parisi answered, no, I am not going to lose sleep over it but it raises the question, that is all, Joe.

Ms. Corsetti stated, we were all fortunate that in the summer when we did encounter this unfortunate situation that Ms. Winters had experience in transportation and did an excellent job in getting us started and was willing to continue....

Mr. Parisi interjected, in no way am I questioning her ability or integrity, nothing.

Ms. Corsetti added, the Board feels that they are getting a very, very good product. A far more efficient product.

Mr. Parisi stated, let's hope that she stays here because if she leaves we are going to be in a mess.

Ms. Corsetti replied, that is right.

VOTE: Farrell & Zappala were absent; all others, aye; motion duly carried.

ITEM # 4 -Consider and Approve Transfer of Funds \$33,000 from Contingency/General Purpose, Account #8050-800-3190 to Purchase Services/Consultant West Dayton Hill Road Dam, (new) Account #5010-901-9050 - Engineering

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

Mayor Dickinson made comments regarding the West Dayton Hill Dam. DEP has issued an Order for the repair of the Dam. There is a dispute over who owns the Dam. There is interest in the property owners being willing to be assessed for their share of the repair of the Dam. He stated the Town is reluctant to use cost estimates from DEP. The Town has put out to Bid for the engineering services and have received bids back. The money we spend if the project goes ahead, may not be reimbursable under state grants. He stated that if we do not get the information needed we are not able to get the agreement of the property owners. The Town on its own should not on its own prepare the dam.

Mr. Zandri asked about the time table for the design work and also the cost estimates?

John Thompson, Town Engineer stated that we went through the review process and we have a low bidder, or highest rank firm for the project. The design work is set to start after the first of the year. It is set up in four phases. This process will probably take a year.

Mr. Zandri asked if there had to be an agreement from all property owners?

Mayor Dickinson stated that if the State is involved there would have to be an agreement.

Mr. Zandri asked if we go forward and get a price and the property owners do not want to prepare it then what would happen?

Mayor Dickinson replied that probably the dam would have to be fixed or breached by the owners. We are arguing that the Town of Wallingford is not an owner which is the subject of the hearing before DEP.

Mr. Thompson added that the property owners who attended these meetings seemed very interested in retaining the waterfront property.

Mr. Rys suggested that while we are in the middle of who owns what maybe we should lower the water level in case something happens and we don't have a catastrophe down stream.

Robert Sheehan, 11 Cooper Avenue, stated that if the Town is going to deny ownership of the dam and the State decides we own the dam and we are going to allow it to breach then why are we spending \$33,000 to do something we may not have to do.

Janis Small, Town Attorney answered that breaching the dam is a permitted process. DEP stated breaching could be just as costly as preparing it.

VOTE: Farrell and Zappala absent; all others aye; motion duly carried.

ITEM #5 - Consider and Approve Resolution Authorizing the Mayor to Apply to South Central Regional Council of Governments for Possible Funding Under State Department of Transportation Local Accident Reduction Program - Engineering

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

Mr. Zandri asked about the intersection at Mansion Road and South Turnpike intersection was going to made into a T?

Mr. Thompson answered that also possibly adding a bypass lane that traffic waiting to make a left hand turn into Mansion could pass. He stated we are also looking to clear the sight lines to further enhance the ability for drivers to look North on South Turnpike.

Ms. Papale asked about the difference in the cost from the Resolution and the letter from the Mayor?

Mr. Thompson replied that the language in the letter from the Mayor came directly out of the Council of Governments request. We discussed what intersection might qualify and felt that the construction just outlined would fall within the \$150,000 cost. He stated we would not know the final cost until we go through the process of undertaking a design assessment.

Mayor Dickinson asked Mr. Thompson is there a cap from the State that it is

no more than \$170,00 per project?

Mr. Thompson replied yes. He stated the way this would work is we would come back to the Council next year and ask for the money to do the design and fund the construction and the State would reimburse us.

Mr. Parisi asked if the project is over the \$175,000 does the Town Engineer pay the difference?

Mayor Dickinson replied it is his understanding that if the price comes in above what the State is willing to spend then the project would not be chosen.

Mr. Zandri asked if the price goes over does the Town have the option of making up the difference and still have the State fund their share of the project?

Mr. Thompson replied that the State has changed the rules since last year stating that the Town can not pick up the cost. The State said keep the project costs within the limit or you will not be eligible for any funding.

Mr. Zandri stated it is not a safe intersection and the State should not put retrains on us to get this project improved.

Mr. Thompson stated that if we exceeded the cost and the Regional Council of Governments said it was not eligible for funding the Town if we found it to be a safety problem could fund it ourselves. We would not have lost anything in terms of the design process.

VOTE: Farrell and Zappala absent; all others, aye; motion duly carried.

ITEM #6 - Consider and Approve Authorizing the Mayor to sign a "Letter of Agreement" between the Town of Wallingford and the City of Meriden regarding Federal Transportation Enhancement Act Allocating of Funds for Quinnipiac River Linear Trail, Phase II - Engineering (Appendix II)

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

VOTE: Farrell and Zappala absent; all others aye; motion duly carried.

ITEM #7 - Consider and Approve Resolution Authorizing the Mayor to sign the "First Supplemental Agreement" Between the Town Of Wallingford and the State of Connecticut for Safety Improvements/North Plains Industrial Road & Pent Highway - Engineering (Appendix III)

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

Robert Sheehan, 11 Cooper Avenue, asked if this was for an installation of a traffic light at North Plains and Pent Highway or does it involve more?

John Thompson, Town Engineer replied that it includes the widening of Pent Highway as it approaches the intersection of North Plains, to provide exclusive left and right hand turns, the widening of North Plains Highway to include a through lane and exclusive left turn lane onto Pent Highway. Also the signals, drainage work and utility relocation.

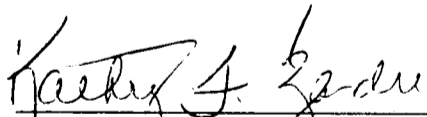
VOTE: Farrell and Zappala absent; all others aye; motion duly carried.

Motion was made by Mr. Renda to Adjourn the Meeting, seconded by Ms. Papale.

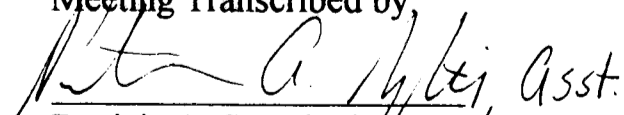
VOTE: Farrell and Zappala absent; all others aye; motion duly carried.

There being no further business the meeting adjourned at 6:31 P.M.

Meeting recorded by:

  
Kathryn P. Zandri  
Town Council Secretary

Meeting Transcribed by:

  
Patricia A. Sgambati  
Asst. Town Clerk

Revisions Transcribed by:

  
\_\_\_\_\_  
Kathryn F. Zandri  
Town Council Secretary

Approved:

\_\_\_\_\_  
Robert F. Parisi, Chairman

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# WALLINGFORD PUBLIC SCHOOLS

142 HOPE HILL ROAD  
WALLINGFORD, CONNECTICUT 06492  
TELEPHONE (203) 949-6500  
FAX # (203) 949-6551

SUPERINTENDENT  
Joseph J. Cirasuolo, Ed.D.  
Ext. 509.  
Fax # (203) 949-6550

ASSISTANT SUPERINTENDENTS  
Dale A. Wilson - Personnel  
Ext. 508  
LeRoy E. Hay, Ph.D. - Instruction  
Ext. 506

December 14, 1999

Hon. William Dickinson  
Office of the Mayor  
Town Hall  
Wallingford, Connecticut 06492

Dear Bill:

At its meeting on 12/13/99, the Board of Education decided to ask the Town Council for a bid waiver effective 1/12/00 through 6/30/01 so that the Board can contract with Double A Transportation for transportation scheduling and routing services.

These services were performed in-house by a Director of Transportation. That position is now vacant and the Board plans to keep it vacant because as you can see from the enclosure, it is more cost effective to out source this function.

A bid waiver is being sought because Double A provides transportation services for the Board, an arrangement that is the result of a competitive bidding process, and it would be foolish to have another company provide routing and scheduling services.

Please contact me, if you have any questions about this.

Thank you for your consideration.

Sincerely,



Joseph J. Cirasuolo, Ed.D.  
Superintendent of Schools

JJC/ean  
Enclosure

Cc: BOE  
D. Wilson  
L. Hay  
L. Winters  
R. Parisi



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TO: WALLINGFORD BOARD OF EDUCATION MEMBERS  
 FROM: LINDA WINTERS *LW*  
 DATE: DECEMBER 9, 1999  
 SUBJECT: BID WAIVER – TRANSPORTATION SCHEDULING

The proposed pricing to continue transportation scheduling and routing services with Double A Transportation, Inc., are listed below for your review. The cost would be \$1.75 per vehicle per day and 50 cents per kindergarten vehicle per day.

The financial impact to contract out these services compared to providing these services in-house show that we would break even. While we would not incur any additional costs to contract out scheduling services, the level of services is highly efficient and professional.

It is recommended that the Wallingford Board of Education approve a waiver of bid for transportation scheduling and routing services, and that we continue these services with Double A Transportation Inc.

**SPECIAL EDUCATION:**

MINI-BUSES:	22
VANS:	<u>10</u>
TOTAL:	32

**REGULAR:**

65 PASSENGER:	35
72 PASSENGER:	12
MINI-BUSES:	3
WINTERGREEN:	<u>3</u>
TOTAL:	<u>53</u>

TOTAL DAILY RUNS: 85 x \$1.75 x 144 Days = \$21,420

KINDERGARTEN NOON RUNS: 24 x \$.50 x 144 Days = 1,728

GRAND TOTAL: 109 GRAND TOTAL: \$23,148 8 Months

11/1/99 – 6/30/00 - \$2,894 Per Month

**JULY 1, 2000 – JUNE 30, 2001**

184 DAYS – DAILY RUNS	\$27,370
KINDERGARTEN RUNS -	<u>2,208</u>
TOTAL:	\$29,578

### FINANCIAL SUMMARY

	<u>IN-HOUSE</u> <u>1999-2000</u>	<u>PROJECTED</u> <u>CONTRACT OUT</u> <u>1999-2000</u>	<u>PROJECTED</u> <u>CONTRACT OUT</u> <u>2000-2001</u>
Transportation Coordinator Salary & Benefits .5 FTE	\$35,241	-----	-----
Business Manager Stipend – 3%		\$10,750	\$11,072
Transportation Clerk Salary & Benefits Overtime	No Change \$6,000	No Change \$1,500	No Change \$1,500
Double A Transportation Aug. 1 – Oct. 31, 1999 (3 months) Nov. 1 – July 30, 2000 (9 months) (12 months)		\$1,950 \$23,148	\$29,578
<b>TOTAL</b>	<b>\$41,241</b>	<b>\$37,348</b>	<b>\$42,150</b>

**LETTER OF AGREEMENT**

**Acting** on behalf of the City of Meriden and the Town of Wallingford, I: **Mayor Joseph J. Marigan, Jr.** and I: **Mayor William W. Dickinson, Jr.**, do hereby understand and commit to the fair and even allocation of the TEA 21 High Priority Project Funds between the City of Meriden and the Town of Wallingford.

**More** specifically, I (we) agree that the City of Meriden will receive 50% or \$750,000 of the High Priority Funds, and the Town of Wallingford will receive 50% or \$750,000 of the \$1,500,000 High Priority Funds. I (we) also agree that these funds will be used exclusively for the planning, engineering, and/or construction of the Quinnipiac River Linear Trail in the City of Meriden and the Town of Wallingford, respectively.

**We** also understand and acknowledge that the \$750,000 appropriation represents the 80% "Federal" share of the project costs, and that the Municipality will be responsible for \$187,500 or 20% of the project costs.

**In** that the Town of Wallingford is currently ready to utilize these funds, **We** also agree that the Town of Wallingford shall be entitled to receive it's portion of the funds, in full, prior to the City of Meriden. Once Wallingford receives it's share, as defined herein, the City of Meriden shall be entitled to receive it's share of remaining funds.

**ON BEHALF OF THE CITY OF MERIDEN:**

\_\_\_\_\_  
Joseph J. Marigan, Jr. - Mayor

\_\_\_\_\_  
Date

**WITNESSED:**

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

**ON BEHALF OF THE TOWN OF WALLINGFORD:**

\_\_\_\_\_  
William W. Dickinson, Jr. - Mayor

\_\_\_\_\_  
Date

**WITNESSED:**

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

State Project No. 148-187

Federal-Aid Project No. PE:- STPZ-1148(101) CN:-STPZ-1148(102)

RESOLUTION

RESOLVED, that William W. Dickinson, Jr., Mayor, be, and is hereby authorized to sign the agreement entitled:

" First Supplemental Agreement to The Original Agreement Dated May 20, 1999 between the State of Connecticut and the Town of Wallingford for the Design, Construction, Inspection, and Maintenance of Safety Improvements to the Intersection of North Plains Industrial Road and Pent Highway utilizing Federal Funds from the Surface Transportation Program "

ADOPTED BY THE \_\_\_\_\_ OF THE  
\_\_\_\_\_, CONNECTICUT, THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 1999.

\_\_\_\_\_  
Clerk (seal)

\_\_\_\_\_  
Date

FIRST SUPPLEMENTAL AGREEMENT  
TO THE ORIGINAL AGREEMENT  
DATED MAY 20, 1999  
BETWEEN THE STATE OF CONNECTICUT  
AND THE  
TOWN OF WALLINGFORD  
FOR THE DESIGN, CONSTRUCTION, INSPECTION AND MAINTENANCE OF  
SAFETY IMPROVEMENTS TO THE INTERSECTION OF NORTH PLAINS INDUSTRIAL  
ROAD AND PENT HIGHWAY  
UTILIZING FEDERAL FUNDS FROM THE  
SURFACE TRANSPORTATION PROGRAM

State Project No. 148-187

Federal-Aid Project No. PE: STPZ-1148 (101)  
CN: STPZ-1148 (102)

THIS AGREEMENT, concluded at Newington, Connecticut, this \_\_\_\_\_ day of, 1999, by and between the State of Connecticut, Department of Transportation, James F. Sullivan, 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, 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 State and Municipality executed an Agreement No. 04.23 - 04 (99) entitled "Agreement Between the State of Connecticut and the Town of Wallingford for the Design, Construction, Inspection and Maintenance of safety improvements to the intersection of North Plains Industrial Road and Pent Highway Utilizing Federal Funds Under the Surface Transportation Program", dated May 20, 1999 hereinafter referred to as the Original Agreement, and

WHEREAS, in the Original Agreement, the State had established a capped amount of \$125,000 for Construction and Contingency Cost, and

WHEREAS, the estimated cost of construction and contingencies submitted by the Municipality is now in excess of \$125,000, and

WHEREAS, in the Original Agreement, the State had established an amount of \$12,000 for Incidentals to Construction by the Municipality, and

WHEREAS, the State has agreed to provide additional Federal-Aid funds under the Hazard Elimination component of the Surface Transportation Program, to address the increased construction cost, up to the program cap of One Hundred and Fifty Thousand Dollars (\$150,000) for total project costs, and

WHEREAS, the State and Municipality have agreed to use the funds earmarked for the Incidentals to Construction by the Municipality to supplement the cost for Construction and Contingencies, and

WHEREAS, the State and the Municipality are authorized to enter into this Agreement under Section 13a-165 of the General Statutes of Connecticut, as revised.

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

1. That Article (30) of the Original Agreement is hereby deleted and the following substituted in lieu thereof:

(30) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements", dated October 1, 1999, a copy of which is attached hereto and hereby made part of this Agreement.

2. That Article (46) of the Original Agreement is hereby deleted and the following substituted in lieu thereof:

(46) That the Federal - Aid participating activities and the total estimated cost for the project are as follows:

State Project No. 148-187	Federal-aid Project Nos. PE: STPZ-1148 (101) CN: STPZ-1148 (102)
(A) Preliminary Engineering Services by the State...	\$7,500
(B) Construction...	\$139,500
(C) Incidentals to Construction by the Municipality (Inspection)...	\$0
(D) Incidentals to Construction by the State (Material Testing and Construction Administration)...	\$3,000
(E) Total Cost of Project...	\$150,000
(F) Federal Share (90% of E)...	\$135,000
(G) Municipal Share (10% of E)...	\$15,000
(H) Estimated Amount of Reimbursement to the Municipality (90% of B + C)...	\$125,550
(I) Municipality's share of the cost of State provided services to be deposited with the State in accordance with Article (4) (a) of the Original Agreement (10% of A + D)...	\$1,050
(J) Demand deposit required for depreciation reserve credit from the Municipality, Article (4) (b) of the Original Agreement...	\$0

(K)	Total Demand Deposit (I + J)...	\$1,050
(L)	Amount Previously Deposited by the Municipality (9/24/99)...	\$1,050
(M)	Additional Amount to be Deposited by the Municipality ( K-L)...	\$0

The actual expenditures for items A, B, C and D shall be funded as follows:

ITEM A: Preliminary Engineering Services by the State - the participation ratio for the actual expenditures shall be ninety percent (90%) federal, ten percent (10%) municipal.

ITEM B: Construction - the participation ratio for expenditures approved by both parties, not to exceed One Hundred Thirty Nine Thousand Five Hundred Dollars (\$139,500), shall be ninety percent (90%) federal, ten percent (10%) municipal. Expenditures exceeding One Hundred Thirty Nine Thousand Five Hundred Dollars (\$139,500) estimated construction cost have been determined by the State to be non-participating and shall be funded one hundred percent (100%) by the Municipality.

ITEM C: Incidentals to Construction by the Municipality -- any municipal expenditures shall be funded one hundred percent (100%) by the Municipality.

ITEM D: Incidentals to Construction by the State - the participation ratio for these expenditures, not to exceed fifteen percent (15%) of the actual participating construction cost, shall be ninety percent (90%) federal, ten percent (10%) municipal. Expenditures in excess of fifteen percent (15%) of the actual participating construction costs shall be funded one hundred percent (100%) by the Municipality.

3. That all the other terms of the Original Agreement remain in full force unless specifically amended herein.

Agreement No. 10.21-04 (99)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT  
Department of Transportation  
James F. Sullivan, Commissioner

\_\_\_\_\_  
Name: By: \_\_\_\_\_ (Seal)  
James F. Byrnes, Jr.  
Chief Engineer  
Bureau of Engineering and Highway  
Operations

\_\_\_\_\_  
Name: Date: \_\_\_\_\_

TOWN OF WALLINGFORD

\_\_\_\_\_  
Name: By: \_\_\_\_\_ (Seal)  
William W. Dickinson, Jr.  
Mayor

\_\_\_\_\_  
Name: Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_