

TOWN COUNCIL MEETING

**DRAFT**

MAY 28, 2002

6:30 P.M.

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A regularly scheduled meeting of the Wallingford Town Council was held on Tuesday, May 28, 2002 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:37 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Doherty, Farrell, Knight, Papale, Parisi, Rys, Toman & Vumbaco. Mayor William W. Dickinson, Jr., Assistant Town Attorney Gerald E. Farrell, Sr. and Comptroller Thomas A. Myers were also present.

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In accordance with the Freedom of Information Act, the following document is a draft transcription of the minutes of a regular meeting of the Town Council held on Tuesday, May 28, 2002. This summarized transcription is being filed with the Town Clerk to comply with F.O.I. guidelines. A detailed transcription will follow and will be filed as the permanent record of proceedings of the meeting.

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A blessing was bestowed upon the Council by Rev. Dean Warburton, First Congregational Church.

The Pledge of Allegiance was given to the Flag.

Chairman Parisi thanked the Memorial Day Parade Committee and the Public Celebrations Committee for a job well done with regards to the Memorial Day Parade.

ITEM #2 Correspondence

No items of correspondence were presented.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#772-785) Totaling \$12,389.90 - Tax Collector

ITEM #3b Consider and Approve a Transfer of Funds in the Amount of \$149,925.84 from the 1998 Grand List and \$299,040.16 from the 1999 Grand List for a Total of \$448,966.00 to the Suspense Tax Book to Comply with State Statute #12-165 – Tax Collector

ITEM #3c SET A PUBLIC HEARING for June 11, 2002 at 7:45 P.M. to Approve a List of Municipal Projects and Corresponding Resolution to be Submitted to the State of CT. Under the Neighborhood Assistance Program – Program Planner

ITEM #3d Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Maintenance of Equipment Acct. #001-6030-570-5200 and \$4,000 from Office Supplies Acct. #001-6030-401-4000 for a Total of \$7,000 to Purchased Services – Computerized Indexing Acct. #001-6030-901-9024 – Town Clerk

ITEM #3e Consider and Approve a Transfer of Funds in the Amount of \$1,100 from Purchased Professional Services Acct. #001-7010-901-9000 to Office Expenses and Supplies Acct. #001-7010-401-4000 – Town Planner

EM #3f Consider and Approve a Transfer of Funds in the Amount of \$1,500 from retirement Sick Leave Acct. #001-1602-101-1750 to \$1,000 into Office Supplies Acct. #001-1600-401-4000 and \$500 to Overtime Acct. #001-1600-101-1400 – Personnel Director

ITEM #3g Consider and Approve a Transfer of Funds in the Amount of \$5,000 from General Purpose Contingency Acct. #001-7060-800-3190 to Inland-Wetlands Professional Services Acct. #001-7011-900-9001 – Mayor

ITEM #3h SET A PUBLIC HEARING for June 11, 2002 at 8:00 P.M. to Consider and Act Upon “An Ordinance Amending an Ordinance Appropriating \$3,610,000 for the Planning and Design of Town-Wide School System Renovations and Authorizing the Issuance of \$3,610,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose – School Building Committee

ITEM #3i Consider and Approve the Transfer of Funds in the Amount of \$1,359 from Salaries-Administrative & General Acct. #401-8900-920-0000 to Rent Expense Acct. #401-8920-931-000 – Public Utilities Director

EM #3j Consider and Approve the Transfer of Funds in the Amount of \$1,600 from Regular Salaries & Wages Acct. #001-7020-101-1000 and \$200 from Maintenance of Equipment Acct. #001-1020-570-5200 for a Total of \$1,800 to Office Expenses and Supplies Acct. #001-7020-401-4000 -Zoning Board of Appeals

ITEM #3k Motion was made by Mr. Knight to Approve the Consent Agenda as Presented, Items #3a-j, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #4 Withdrawn

PUBLIC QUESTION AND ANSWER PERIOD

Bernadette Renda, 753 N. Main Street Ext. asked whether or not there was any information pertaining to a schedule of work for the North Main Street Extension road project awaiting attention by the State?

John Thompson, Town Engineer replied that the design contract is currently being reviewed by the Town Attorney. To his knowledge, there is no schedule for the work at this point in time.

Pasquale Melillo, 15 Haller Place, Yalesville asked, what measures have been put in place to protect the safety of the Town's children in our schools? He felt that around the clock security guards should be hired to protect the schools.

Chairman Parisi stated that he thought there was a plan that was proposed, presented and in the process of being instituted. The police chief and major department heads are satisfied with what we have.

Robert Sheehan, 11 Cooper Avenue asked about the petition regarding Ordinance #495 pertaining to the construction of ball fields at Vietnam Veterans and Community Lake Parks, specifically whether the ordinance would be repealed or if it is going to go out to referendum? If it is going to referendum, when did the clock start with regards to the timeline for action on the matter?

Town Clerk Rosemary Rascati answered, the clock starts when the Council is notified in writing by the Town Clerk that sufficient signatures have been obtained. The Council has within 30 to rescind the ordinance. If not, it must go to referendum within the next 30 days. Within 60 days from May 24<sup>th</sup> a referendum should be held, if it is going that route.

Jack Agosta asked for an explanation of what a Suspense Tax Book was that is reference in Item #3b on the Consent Agenda and pointed out that the figures quoted on the agenda did not add up to the total reported.

Comptroller Myers explained that the suspense book contained the names of town residents and the corresponding tax obligation amounts they owe the town for real and personal property for the grand list years 1998 and 1999. These are tax dollars owed the town that most likely will never be collected for various reasons; people have moved and no forwarding address can be obtained; incorrect information has appeared in the system for one reason or another; motor vehicles have been sold, etc.

Mr. Melillo stated that not that the trees and bushes are in bloom, a lot of foliage is blocking traffic signs around town. He encouraged the Mayor and Town Councilors to ride around town

and take notice of this fact. He inquired about the status of the Cooke Property and the Wooding/Caplan property.

Chairman Parisi stated, there is no new information at this time.

ITEM #6 Discussion and Action Regarding Naming of a Building Committee for the Library Expansion – Wallingford Public Library Directors

Motion was made by Mr. Knight to Establish a Committee Entitled, “Library Expansion Study Committee” Comprised of the Following Individuals:

Louise Coffin	John Gavin
Matthew Coyle	Richard Gee
James Fitzsimmons	Steve Hazelwood
Fred Page	Dick Rizzo
Karen Roesler	Leslie Scherer

VOTE: All ayes; motion duly carried.

Motion was made by Mr. Knight to Appoint Richard Gee as Temporary Chairman Until Such Time as the Committee Meets and Elects a Permanent Chairman from among the Membership, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #7 Discussion and Possible Action on the School Building Committee’s Recommendation to Hire a Construction Manager and Renovation Work at Moses Y. Beach School – School Building Committee

School Building Committee Vice Chairman Wm. Choti introduced the following members of the committee: Dick O’Connor, Mike Votto, Ann Hoag, Jared McQueen, Jon Hackbarth and on Walworth. (Chairman Don Harwood was absent from the meeting.)

Mr. Choti stated that all of the Councilors have received information over the weekend...it was important that everyone understands the process that the committee began, why it began and how the committee ended up making the recommendation they are bringing to the Council tonight.

At this time Mr. Choti reviewed the timeline of the project with the Council.

Mr. Choti explained, Konover Swinerton decided not to proceed as the owner’s representative. At that time the committee had to discuss an alternate form of project management and

delivery. That discussion brought the committee to construction manager at risk. On April 28<sup>th</sup> the task force of the building committee met with Attorney Jeffrey M. Donofrio from North Haven to discuss construction management project delivery alternatives and a preparation for a request for proposals. At the April 30<sup>th</sup> meeting of the building committee, the request for proposals seeking proposals from construction managers under a modified construction manager at risk (CM at risk) contract format. Our current owner's representative which is owned by Mike Kolakowski and Konover Swinerton promptly presented a modified project schedule in an effort to limit and prevent the potential of an adverse impact upon the project management and delivery. The committee, by a formal motion, elected to invite the following construction management firms to submit their qualifications in writing; Gilbane, Turner Construction, O&G Industries, Inc., Fusco Corporation, Sardoni Sanska, Newfield Construction and URS. Of that process, URS declined and Newfield indicated they would not be interested in handling the entire project. All of the companies were notified and they were told that we were moving on a fast track process. All five firms viewed the plans, they did it on May 2<sup>nd</sup> and also on May 6<sup>th</sup> so they had an idea of what they were getting into. On May 7<sup>th</sup>, RFPs were issued to the five firms with a proposed deadline of May 17<sup>th</sup>. Clarifications would be accepted until 4:00 P.M. on May 14<sup>th</sup>. Notification on May 7<sup>th</sup> of the interview schedule and copies of all documents were forwarded to the Town Purchasing Department. We did receive several requests for clarification. The building committee, including Jon Walworth, responded to each request. Prior to the submittal deadline, Attorney Donofrio provided each of the firms with examples of the contract that may be utilized by the Town for the projects; a modified AIA, A121CM Contract, with supplemental conditions, as well as a modified conditions AIA, A201 with general conditions. When the Council agreed to waive the bid, we weren't sure if we were going with an at-risk of advisor form of construction management. We have now agreed that we will use at-risk. Prior to entering into the subsequent interviews of all five firms, the building committee closely examined the qualifications, proposals and fee proposals of each firm. The building committee then performed a quantitative and qualitative analysis and assigned scores to each of the firms, based upon the fee proposals presented, the quality of the presentation made at the respective interviews, the qualifications of each firm and other data submitted by their respective firms in their proposals. Based on the aforementioned analysis and resulting scores, the building committee made a motion to narrow the field of possible construction managers to three at their meeting of Wednesday, May 22<sup>nd</sup> to request clarifications of the fee breakdown from, Gilbane, O&G and Turner. Those were the three firms that scored the highest. On Thursday morning, May 23<sup>rd</sup> the building committee, through Atty. Donofrio, contacted the three firms to request clarification with respect to the proposals. In response to the aforementioned clarification request, each firm submitted written responses on May 24<sup>th</sup>. Following further review of the discussion via task force, a recommendation was made to the committee at an emergency scheduled meeting immediately prior to this meeting tonight. We reviewed all of the numbers, quantitatively and qualitatively applied a 50/50 split to the scores for the interview and also put a scoring weight on their bid proposal. At this time the building committee has voted to recommend to you the company called Turner Construction out of Milford Connecticut. This process has been thorough and within the spirit

of the selection of a professional services per the Town and the State Department of Education school facilities unit. I can say personally that I appreciate your patience in this process. Our recommendation is Turner and, as you can see, we have provided you with a bid report and Turner's total is \$5,185,150.

Mr. Knight asked for a brief description of Turner Construction's size and experience.

Mr. Choti answered, Turner Corporation has compiled more than \$300 million worth of annual construction throughout the state. Currently they have successfully completed projects in Bethel, Branford, Darien, Fairfield, Hartford, Manchester, Milford, Shelton, Stamford, Westport, Wilton and Woodbridge. They are currently involved with ongoing projects in the following school districts; Cromwell, Easton, Fairfield, Hamden, Hartford, Monroe, New Haven, Norwalk, Region 8, Region 15, Trumbull, Westport, and Wilton. They are a big player.

Chairman Parisi stated, at one time we were very concerned with the manpower that would be applied to the project. That would not be a problem to this company?

Mr. Choti answered, the state of construction has peaked and may be moving into a better mode for the bidding process but Turner, themselves, is a big enough company and a multi-state company that they have assured us and shown us they have the manpower; given us names of people who will participate and we are very comfortable with their staff reports.

Ms. Doherty asked, is there any history of this company as far as the bid proposals are concerned? Have they come in on bid, above, below, on other projects?

Mr. Walworth replied, all five firms provided similar breakdowns of not only their success and on time, on their budget but also the percent of repeat clients to reflect the satisfaction level and, in fact, that is why these firms were short-listed from the onset, all having a very good record. All five firms have an excellent success rate. Because Gilbane, Turner and O&G do so many more schools than the other two (firms), they had that many more successes as well.

Mr. Brodinsky stated, one of the categories on the bid summary sheet is the pre-construction fee. Is that a down payment so to speak?

Mr. Choti answered, the pre-construction phase is when the construction manager comes in and reviews all of the plans for completeness, correctness and for buildability. Then they will do a budget analysis and when the bids go out to the subcontractors they will compare that work with what is being bid on the street.

Mr. Brodinsky asked for an explanation of, "construction manager fee in dollars".

Mr. Choti answered, that number was based on a construction total of \$47,000,600. and each construction management company has a fee price that can be anywhere from 2% to 3.5%; it could be 12%, it is whatever number they feel that that particular part of the service is worth based on construction dollars.

Mr. Brodinsky stated, there is a "field staff" category in addition to the construction manager's fee. In the case of Turner, that amounts of \$2.8 million. Who are the field staff?

Mr. Choti answered, project manager; project engineers that work for the construction manager; superintendents that will be stationed at each one of the schools when the schools are under construction and what ever other support, administrative, clerical, accounting, safety, etc., that is needed.

Mr. Brodinsky stated, one of my concerns is quality control. Are the contractors following the specifications; are we getting the quality of labor and materials, etc.; is someone watching what is going on? I noticed that Turner Construction has underbid its competitors by a substantial amount. Although that is good, how can you assure us that they will have all the eyes and ears out there in the field making sure the Town gets everything it has purchased? What is their setup; their manpower; will they have someone at every site, every day, every working hour or will they have a few people bouncing around from site to site. Compare what Turner compared to what the other bidders proposed.

Mr. Choti answered, we proposed the schedule, their staffing model was predicated on that. Everyone knew that we wanted every project covered continuously, anytime there was any activity on the site there was going to be eyes and ears on that site. It comes down to either an efficiency that Turner has that possibly Gilbane is not showing. It could come down to the fact that maybe when they start looking at construction, they may find deficiencies in the schedule that will allow them to overlap people. Almost all of the contractors to a company were looking at Phase A people being able to be cut loose to go into Phase C. There was discussion in the committee about that; we felt comfortable; everyone asked questions about schedule and manpower requirements and they were showing twenty-three people on site...

Jon Walworth added, the staffing model changes every month. What we had to do was make sure we were comparing apples to apples in the reviewing the three finalists. We wanted to make sure that their project approach looked at all the schools and had staffing at all the schools and then we had to ask them for another layer which is, in fact, an individual that was more versed in mechanical, electrical, plumbing so that besides the general trades, besides the communication with the principals, in addition to all the budgeting for the school facilities unit, we are having people who can compliment the routine reviews by our mechanical, electrical, plumbing firm via architect which will also provide another layer of quality control in the whole project.

Mr. Brodinsky stated, this is a critical phase in this project and I know we all appreciate and understand that but that is the reason I am asking these questions now rather than later. Are you saying that when the construction starts at Lyman Hall High School and there are many different trades working at the same time...are you saying that Turner will provide someone knowledgeable in each trade to make sure that the electricians are doing what electricians should be doing, to make sure the plumbers are doing what plumbers should be doing, etc.? Is that what you are saying?

Mr. Choti answered, all the trades that are going to come in will be licensed in the State of CT. so the competency of their work will come out of their licensing. During the bidding process, Turner will be looking at all of the bidders to look at their qualifications, their quality, their horsepower to get the job done. Turner, during electrical, if there is a special inspection that needs to be done, they bring in someone for special inspections. We requested a person that has electrical, mechanical and plumbing expertise that will be available for any of the sites. If the superintendent is out there and there is something that he has never seen before, Turner is a big enough company and they have enough resources to reach into the pot and pull someone out to get the job done.

Mr. Brodinsky asked, if any one of us from the Council should go out to Lyman Hall High School anytime during construction, we will find a superintendent/employee of Turner whose job it is to make sure that our specifications are being followed?

Mr. Choti answered, absolutely.

Mr. Brodinsky stated, I think what you are also saying is, if there is a special situation or an appropriate time for an inspection, there might be two, three or four people out there retained by Turner?

Mr. Choti answered, absolutely.

Mr. Brodinsky asked, this is basically the same plan that the other bidders had or was Turner better in this regard or they were all substantially the same but Turner was just cheaper?

Mr. Choti answered, it was just the way they explained it to us in the RFP (request for proposal). What is going to happen is, one company tends to focus in one particular direction; it may be construction. Others may look at it from an administrative side. It depends on which way they felt it was appropriate to write the RFP. During the interview process, it was up to us to bring out what we weren't fully clear on, just like the questions you are asking. We were assured that of these five companies everyone had adequate staff.



Mr. Brodinsky asked for an explanation of what an at-risk construction manager versus a pure advisor, for the sake of the public and to also explain why the committee decided to go with an at risk construction manager rather than the pure advisor.

Mr. Choti answered, we felt it was appropriate. We feel that the construction manager, owning a piece of the project makes him work harder for the client, and we are the client, so we were more comfortable with the stand of holding the contracts and being in charge of the subcontractors.

Jon Walworth continued, both forms are being used widely throughout the state. Some communities have a substantial capability in house of being able to handle ownership of the contracts which means that they have hired an advisor and the town holds the contracts. A substantial demand on the purchasing department of the community. For the combined reasons of having the contractor at risk, holding contracts and therefore having more control over their subcontractors and because of the otherwise strain that it puts on a typical purchasing department and therefore added costs in another part of the town, we chose to proceed with at risk.

Mr. Brodinsky asked, what if we had a contractor with a \$2 million piece of the work on a school and the contractor defaults; doesn't show up; isn't performing; would you just compare what "at risk" means; what remedies would the Town have? Can it sue or can it not sue and have to rely on the construction manager to sue?

Mr. Walworth answered, the Town has several remedies, one of which is; with an at risk construction manager, they build into their purchasing booklet...other remedies beyond calling the bond on the firm, which is your last resort. What the construction manager does is, if the contractor is deemed not to be performing and there are certain tests done even before that to make sure that you don't enter into a contract where the contractor is just falling into a problem, even after they have assured that the firm has the staff and that people are not being pulled off after the fact, the construction manager has the right by the contract they enter into, bring on other forces to supplement their work. There are fines, liquidated damages, the old construction manager's plea "I have your check" to get subcontractors back on the project. Every firm has a slightly measure or two to strengthen their argument but it all begins by pre-qualifying. Within a bid scenario, you don't re-qualify. But that you have matched the size of the firms with the bid packages and that is just one major purchasing aspect the construction manager brings to the project, the knowledge of how to separate bid projects. Some (bid projects) of these eleven schools may go together, some may be going separately as one contract. They may decide to include the mechanical, electrical and plumbing for one school with another school and they measure the activity in the marketplace to assure that subcontractors are not being overburdened by some of our work so that we can't utilize them on others. They may, in fact, bid smaller projects out so that smaller firms can also be part of the project. A last resort would be to call the bond.

Mr. Brodinsky stated, in my example, if a contractor walks off and it takes more money to hire a new contractor, because it is an at risk construction manager, that extra cost is not the Town's responsibility, is that true or false?

Mr. Walworth answered, I don't know the answer to that question. At risk means that they hold the contracts. They bid the projects and then they work to complete the project within those bid projects. If there are change orders that take place, they are not at risk for all costs of the project. If there are other circumstances that are unveiled in the field that were not evident during the design, those are, in effect, increased costs that are recognized by the Town.

Mr. Brodinsky asked, what is the risk that they are at as opposed to pure advisory.

Mr. Walworth answered, I would have to our esteemed legal staff to go into all the minutia of the...they are required to manage the subcontractors and deliver the project within the bid amounts, assuming no changes. But if the bond costs more...(inaudible)...I don't know the answer to that question.

Mr. Brodinsky stated, at your building committee meeting approximately one month ago the committee was vacillating back and forth about whether or not to go "at risk" or not "at risk", the comment was made that because the construction manager is "at risk" he is going to charge more. That makes sense, but I want to figure out what that risk is that we are paying the premium for.

Mr. Choti answered, it is our understanding and everything we read and everything that we have been taught about construction managers, at risk or advisor; when someone is the advisor, they are acting as the owner's agent. They are shuffling the paperwork, going into the field, they are our eyes and ears. But they do not have the legal position that they are responsible to make the subcontractors perform. When they are "at risk", they are reviewing the bids. They are the one that is going out to bid for the work. They hold the contract, not the Town of Wallingford. All of these companies stressed to us was not only their size but their reputation. There are a lot of subcontractors out there that want to work for the big five. They don't want to come and do something that is going to jeopardize them going to another project.

Mr. Walworth stated, to clarify, what we were talking about is, is the construction manager responsible for the difference in cost between the bond and the cost to complete the work. The construction manager is obligated by the contract that we gave all the five firms to review...to complete the work if the subcontractor fails. The construction manager is also bonded besides the fact that the subcontractors are bonded. He must complete the work within the stated amount of each contract.

Ms. Papale stated, at risk construction manager can sound scary to those of us who are not in the building trade; it sounds like we are getting involved in something risky. I am glad that was explained to everyone. Turner Construction was the low bidder. It was not a coincidence; it was after you looked at everything? You felt that even though they were the low bidder, they were the best for the job?

Mr. Choti answered, that is correct.

Ms. Papale asked, you didn't look at them at all because they were the lowest bidder?

Mr. Walworth stated, all firms were interviewed and scored on their qualifications and presentation and then we opened the bids.

Mr. Choti repeated the process of how firms were graded and how the top three firms were chosen to speak with.

Ms. Papale asked, was the entire committee in agreement to hire Turner?

Mr. Choti answered, yes. There was one abstention from the secretary since she was out of town when three of the interviews were conducted. She did get to interview Turner and came away with a positive response.

Mr. Toman asked, in your analysis of Turner Construction, you presented an impressive list of school systems in Connecticut where they are currently doing work or have done work as an at manager. Did you go to any of these schools systems and asked them their experience with Turner?

Mr. Choti answered, that was one of our basic pre-qualifications for the five firms. Turner has an outstanding reputation. We did ask around but did not go into a formal recommendation from anyone because we weren't looking to do that at that point. We do have letters of reference from the school systems they did work for and right now we have some outstanding recommendations for them.

Mr. Toman asked, you found no evidence that anyone was dissatisfied with anything they did?

Mr. Choti answered, we asked them to tell us about their successes and failures during the interview process. All companies that go out and do work of this magnitude are going to have certain situations that they are going to have to deal with and from what we found, Turner has managed and worked their way out of all of those situations.

Mr. Vumbaco asked, the \$5,185,000; how does that compare to the budgeted amount approved by the Council; the \$60 million+?

Mr. Choti answered, there was a figure in the February 6<sup>th</sup> book for "General Contractor Markup and Profit" and that number was close to \$7.2 million. Plus we were also carrying a number for owner's representative which was \$1.2 million of which we had used close to \$400,000 to get to this point. There are dollars available at this time to cover this expense.

Mr. Vumbaco stated, during the bid waiver process we discussed the reporting/communications issue that has plagued us in the past with Konover. What is Turner's pledge along that line? I like the reports we got from Konover...when we talked you had said that we would get that and more. I want to make sure we will get the reports and the promised of communication is still there so we don't have to go through that again.

Mr. Choti answered, all companies were grilled and put to the fire on communication. What we are looking for from our construction manager....we talked about websites; we talked about minutes for meetings that take place in the field; any form of written, electronic and verbal communication that is possible. We are looking for lessons learned, what we found out, what didn't work well with the owner's representative matrix and we will and they plan to set that up. It is a different type of organization; there are more pieces to it, we need to report more. Whether or not we generate tons of paperwork and we call that communication; I don't call that communication, I call that a lot of stuff to read and someone is trying to impress me. What we are looking for is the kind of stuff that the Council can use, the building committee can make decisions on, the administrators and the school system can use in their day to day planning and organization of how we are going to go into their building and tear it up for the next couple of years and how they will still operate. We are looking for that type of communication which we feel will be successful because of the on-site people. The superintendent will be at the school, in a trailer; anything that comes up, he is there on the spot. We are taking nothing less than that.

Pasquale Melillo, 15 Haller Place, Yalesville did not like the term "at risk". He wanted to be reassured that we were not getting ourselves into a risky venture.

Mayor Dickinson stated, right now, without the virtue of seeing a contract and language, it would be very difficult to have any kind of a detailed definition. I think we will need to see a sample contract and the Town Attorney's Office will review it and if there are questions beyond that, then they can be answered. To define anything, we really need to see a contract.

Mr. Melillo asked, by hiring a construction manager, does that mean we will not be hiring an owner's representative?

Mr. Choti answered, we won't need one anymore.

Robert Sheehan, 11 Cooper Avenue asked, how long will the process take to get the contract, review the language, etc.?

Mr. Choti answered, we expect, after we tell them we want to hire them, that they will start immediately.

Mr. Walworth added, six years ago when we hired an at risk construction manager, we asked the Town Attorney to draft a letter of authorization which we worked under for a couple of weeks until the contract was formulated.

Mr. Sheehan asked, will this affect the bidding timeline? Is Turner going to be the only one handling the bidding process or is the committee going to make bid requests through Turner?

Mr. Choti answered, we will be requesting that the CM at risk will take care of all the bidding processes. With the help of the architect, they are going to put together the scope of work, contract document; qualifying the bids, etc.

Mr. Sheehan asked when the committee expected to go into the bidding process?

Mr. Choti answered, Phase I will be in October. We hope to start construction in November.

Mr. Walworth informed Mr. Choti that the bidding process would begin in the summer.

Mr. Choti corrected his statement saying, we will be bidding it in the summer and putting everything together...our architect tells us it will be July 1<sup>st</sup>.

Mr. Sheehan asked, are you hoping to have all bids received and in place by the start of construction?

Mr. Choti answered, it is 30-45 days for the bidding process.

Chairman Parisi asked, do you have a contract yet?

Mr. Choti answered, we are still working on a contract.

Chairman Parisi asked, what action are you looking for tonight?

Mr. Choti answered, what we need from the Council tonight is an affirmation that we can go to Turner Construction and tell them that we would like to hire them for construction management services and enter into an agreement.

Motion was made by Mr. Knight to Accept the School Building Committee's recommendation and Award the Purchase of Construction Management Services to Turner Construction of Milford, CT., subject to Approval of Contract Terms, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

Mr. Choti thanked the committee for their hard work and the late nights they went through, reading all of the material they had to review, for their professionalism in the way that they looked at the firms, the questions they asked; it was an outstanding job and a lot of hard work. He thanked the Council for putting up with the process.

Chairman Parisi stated that Mr. Choti's feelings are echoed by the Council.

With respect to the request to approve repair work to classroom area, Dr. Cirsuolo, Superintendent of Schools stated, a little over a year the school system embarked on a two year project to replace all carpets in all elementary classrooms due to mold problems. The plan required two summers because under those carpets asbestos exists and it can only be abated during the summer time. The original plan was to remove carpets from seven classrooms at Moses Y. Beach elementary school this coming summer. Since the school building committee was going to commence work at Moses Y. Beach this summer and they, too, had hazardous material that was scheduled to be removed, it didn't make sense for the school system to work on seven classrooms and when done, have the next group go in to do their work. The school building committee approached the school system and suggested that the removal and replacement of carpets in the seven classrooms be part of the building project. The school system agreed with that. Accordingly, the school system did not budget any money in the F.Y. 2002-03 budget to do the work as originally planned. The estimated cost is \$72,000. In the course of planning the transition from the owner's representative to a construction manager, Konover Swinerton has been assisting the building committee with that and a suggestion was made by Konover Swinerton, in addition to the seven classrooms being done this summer, that the school system also remove the carpets in the corridors at Moses Y. Beach. It was Konover Swinerton's judgment that the impact that would have on the project schedule would result in a savings to the project of about \$250,000. We had not budgeted for the classrooms nor the corridors so I suggested to the committee that we might be able to work this out in a way that both the classrooms and corridors be done under the auspices of the project this summer even though the construction phase would not start until November. I contacted the State Department of Education and said that we had people under bid now that can do the work. The only problem is that we did not meet the requirement that we get the State Department of Education's permission to go out to bid first because we were going to do the work under the school system's auspices. State department officials said that if we could get the Town's legislature to waive that requirement for that part of the project, then it can be done under the auspices of the project and the Town would get the 54% reimbursement, a win/win situation. The school system would not have to do what it did not budget for and the work

would be done at less than full cost to the project. Representative Mary Fritz was contacted and she attached an amendment to the School Construction Bill which would waive the requirement for Wallingford for this particular work. The bill got caught up in legislature and did not pass in the regular session but I am assured that it will pass in the special session that will take place in June. If the School Construction Bill does not pass, it will be the first time in history that it didn't. If the Council is willing to authorize, and I believe that it is part of the dollar amount that will be subject to the public hearing on June 11<sup>th</sup> - the estimate we have from our contractors for all the work in the classrooms and corridors; removal of carpets, abatement of materials and insulation of tile, is about \$142,000. I am suggesting that you tack onto the ordinance \$160,000 just to give the committee some leeway. If you are willing to go along with that as part of the ordinance, we will accomplish everything we want to accomplish this summer at Moses Y. Beach, we will get reimbursement from the state for doing it and, according to the estimates from Konover Swinerton, we save \$250,000 in other project costs that would accrue if it is not done.

Chairman Parisi stated, I think everyone wanted to solve this problem when it was first identified so I would hope that there would not be any big deal about it.

Motion was made by Mr. Knight to Include the Expenditure of \$160,000 in the Public Hearing, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #8 Discussion and Action Regarding Approval of a Tax Assessment Agreement as Covering E-F Node Addition Between the Town of Wallingford and Bristol-Myers Squibb Co.  
- Town Attorney

Correspondence from Atty. Janis Small to the Mayor recalls how, in 1983, the Town of Wallingford entered into a tax assessment agreement with Bristol-Myers Company. The agreement provides that, in the event that Bristol-Myers constructs an addition costing at least \$15 million, the tax assessment agreement shall apply to the new addition for an additional seven years. Bristol-Myers has constructed the E-F Node Addition and associated parking lot improvements in excess of \$15 million. They, therefore, qualify for the assessment agreement. The Town is legally obligated to enter into this agreement.

Motion was made by Mr. Knight to Approve the Tax Assessment Agreement Before the Council, seconded by Mr. Farrell.

Mr. Vumbaco asked for clarification on the matter. He stated, when reading through the original documents that were signed back in 1988, if you go to #11 where they talk about the major construction projects, they define major construction "project" in singular term, "shall be a construction project (singular) of real property in excess of \$15 million. Any smaller

construction project (singular) shall be considered an addition under paragraph 3c.” How did Node E-F and the parking lot becomes a single project because those were three separate, distinct applications to the Planning & Zoning Commission voted on and approved by the Planning & Zoning Commission in separate actions. I followed those (projects) since I live up there, and not once was it ever said that all three of those individual actions were considered a single project. It seems that they are taking and adding those three separate projects into one project to come up with the \$15 million in order to have this tax abatement done. I am not sure how that falls within the original contract and how Janis (Atty. Small) is reading this as a...all this is is a clarification. If it is due them, it is due them, obviously.

Mayor Dickinson replied, I don't know, I haven't had a conversation with Janis as to the details of this. I don't know the time sequences between what you are calling separate applications and approvals by Planning & Zoning.

Mr. Vumbaco continued, I know they came in and finished Node E and then they came in with Node F. Then they came in with a parking garage and then they pulled the parking garage and did a parking lot. It was over an extended period of time that these applications were flying back and forth. If we are going to give them the rebate, I just think that we should be assured of the fact that it all falls within the confines of this original agreement and it looks to me like it was a singular project. If they were to come for an application and said that they were going to do E-F, the parking lot and the whole bit, then I can see it. I would like further clarification on it before voting.

Mayor Dickinson stated, I don't know that it has to be approved tonight. We can ask Atty. Small as to her opinion on it. I think the time sequences are only one determinate. Other factors would be the nature of those improvements and how they are used and how they interact/interrelate with one another as projects. I can't answer that at this point.

Motion was made by Mr. Knight to Table this Item for Further Clarification, seconded by Mr. Rys.

'OTE: All ayes; motion duly carried.

ITEM #9 Discussion and Action Regarding Demolition of the Building Located at 41 South Main Street, Previously the American Legion, and Approval of Construction of Bandstand/Gazebo as Requested by Mayor Wm. W. Dickinson, Jr.

Mr. Knight read correspondence from Mayor Dickinson into the record at this time (Appendix D).

Mayor Dickinson stated,



Motion was Amended by Mr. Knight to Approve the Concept of Building a Gazebo at 41 S. Main Street once Demolition Takes Place, seconded by Mr. Rys.

VOTE ON AMENDMENT: Doherty, Knight, Parisi, Rys & Toman, aye; Brodinsky, Farrell, Papale and Vumbaco, nay; motion passed.

VOTE ON MOTION AS AMENDED: Doherty, Knight, Parisi, Rys & Toman, aye; Brodinsky, Farrell, Papale and Vumbaco, nay; motion passed.

ITEM #10 Report Out by the Town Engineer Regarding Past and Future Prospects to Widen Route 68 from North Plains Industrial Road to Route 150 as Requested by Councilor Mike Brodinsky

No Action Taken

ITEM #11 Consider and Approve a Transfer of Funds in the Amount of \$5,000 from Self-Insurance Claims Acct. #001-1603-800-8380 and \$12,000 from Contingency – Gen. Purposes Acct. #001-7060-800-3190 for a Total of \$17,000 to Professional Services – Lawyers Acct. #001-1320-901-9002 - Town Attorney

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

VOTE: All ayes; motion duly carried.

ITEM #12 Executive Session Pursuant to Section 1-200(6)(E) of the CT. General Statutes With Regards to Statement and Strategy with Respect to Collective Bargaining - Personnel Director

ITEM #13 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes with Respect to the Purchase, Sale and/or Leasing of Property – Mayor

Motion was made by Mr. Knight to Enter Into Executive Sessions 1-200(6)(E) and 1-200(6)(D), seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The Council entered executive session at 9:35 P.M.

Present in Executive Session for Item #12 were all Councilors, Personnel Director Terence Sullivan, Mayor Dickinson and Asst. Town Atty. Gerald E. Farrell, Sr.

Present in Executive Session for Item #13 were all Councilors, Mayor Dickinson, Asst. Town Atty. Gerald E. Farrell, Sr., State Rep. Mary Mushinsky, Lynn Hoffman, Gary Baker, and Tom Burmeister of the Quinnipiac River Linear Trail Assoc.

Motion was made by Mr. Knight to Exit the Executive Sessions, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The Council exited executive session at 10:46 P.M.

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

VOTE: All ayes; motion duly carried.

There being no further business the meeting adjourned at 10:46 P.M.

Meeting recorded and transcribed by:

**DRAFT**

Kathryn F. Zandri  
Town Council Secretary

JUN 06 2002  
RECEIVED FOR RECORD  
AT 4:05 P. M. AND RECORDED BY  
*Dominy A. Pascati* TOWN CLERK

TOWN COUNCIL MEETING

MAY 28, 2002

6:30 P.M.

AGENDA

Blessing – Reverend Dean Warburton, First Congregational Church

1. Pledge of Allegiance and Roll Call
2. Correspondence
3. Consent Agenda
  - a. Consider and Approve Tax Refunds (#772-785) Totaling \$12,389.80  
--Tax Collector
  - b. Consider and Approve a Transfer of Funds in the Amount of \$149,925.84 from the 1998 Grand List and \$299,040.16 from the 1999 Grand List for a Total of \$488,966.00 to the Suspense Tax Book to Comply with State Statute #12-165—Tax Collector
  - c. SET A PUBLIC HEARING FOR June 11, 2002 at 7:45 P.M. to Approve a List of Municipal Projects and Corresponding Resolution to be Submitted to the State of Connecticut Under the Neighborhood Assistance Program – Program Planner
  - d. Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Maintenance of Equipment Acct. #001-6030-570-5200 and \$4,000 from Office Supplies Acct #001-6030-401-4000 for a Total of \$7,000 to Purchased Services– Computerized Indexing Acct #001-6030-901-9024—Town Clerk
  - e. Consider and approve a Transfer of Funds in the Amount of \$1,100 from Purchased Professional Services Acct. #001-7010-901-9000 to Office Expenses and Supplies Acct #001-7010-401-4000—Town Planner
  - f. Consider and approve a Transfer of Funds in the Amount of \$1,500 from Retirement Sick Leave Acct #001-1602-101-1750 to \$1,000 into Office Supplies Acct #001-1600-401-4000 and \$500 to Overtime Acct #001-1600-101-1400—Personnel Director

- g. Consider and approve a transfer of Funds in the Amount of \$5,000 from General Purpose Contingency Acct # 001-7060-800-3190 to Inland-Wetlands Professional Services Acct #001-7011-900-9001—Mayor
  - h. SET A PUBLIC HEARING for June 11, 2002 at 8:00 P.M. to Consider and Act Upon "An Ordinance Amending An Ordinance Appropriating \$3,610,000 for the Planning and Design of Town-wide School System Renovations and Authorizing the Issuance of \$3,610,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Therefore the Making of Temporary Borrowings for Such Purpose—School Building Committee
  - i. Consider and Approve the Transfer of Funds in the Amount of \$1,359 from Salaries-Administrative & General Acct #401-8900-920-0000 to Rent Expense Acct #401-8920-931-000-Public Utilities Director
  - j. Consider and Approve the Transfer of Funds in the amount of \$1,600 from Regular Salaries & Wages Acct #001-7020-101-1000 and \$200 from Maintenance of Equipment Acct #001-1020-570-5200 for a Total of \$1800.00 to Office Expenses and Supplies Acct#001/7020/401/4000-Zoning Board of Appeals Chairman
4. Items Removed from the Consent Agenda
  5. PUBLIC QUESTION & ANSWER PERIOD
  6. Discussion and Action Regarding Naming of a Building Committee for the Library Expansion –Wallingford Public Library Directors
  7. Discussion and Possible Action on School Building Committee Recommendation to Hire a Construction Manager and Renovation Work at Moses Y. Beach School– School Building Committee
  8. Discussion and Action Regarding Approval of a Tax Assessment Agreement as Covering E-F Node Addition Between the Town of Wallingford and Bristol-Myers Squibb Co.—Town Attorney
  9. Discussion and Action Regarding Demolition of the Building Located at 41 South Main Street, Previously the American Legion and Approval of Construction of Bandstand/Gazebo—Mayor
  10. Report Out by the Town Engineer Regarding Past and Future Prospects to Widen Route 68 from North Plains Industrial Road to Route 150—Councilor Mike Brodinsky
  11. Consider and approve a Transfer of Funds in the Amount of \$5,000 from

Self-Insurance Claims Acct #001-1603-800-8380 and \$12,000 from Contingency-General Purposes Acct #001-7060-800-3190 for a Total of \$17,000 to Professional Services-Lawyers Acct #001-1320-901-9002—Town Attorney

12. Executive Session Pursuant to CT General Statutes Section 1-200(6)(E) in Regard to Statement and Strategy with Respect to Collective Bargaining—Personnel Director
13. Executive Session Pursuant to CT General Statutes Section 1-200(6)(D) with Respect to the Purchase, Sale and/or Leasing of Property—Mayor

TOWN COUNCIL MEETING

MAY 28, 2002

6:30 P.M.

SUMMARY

<u>Agenda Item</u>	<u>Page No.</u>
2. Correspondence – No items presented	
3. Consent Agenda – Items #3a-k	1-2
4. Withdrawn	
5. PUBLIC QUESTION AND ANSWER PERIOD – Request for update on N. Main St. Ext. road project; inquiry re: security measures at public schools; inquiry re: petition/referendum Ordinance #495; complaint re: Spring growth blocking road signs	2-4
6. Establish Library Expansion Study Committee and appoint members	4
7. <b>Accept</b> School Building Committee's recommendation and <b>Award</b> the purchase of construction management services to Turner Construction of Milford, CT., subject to approval of contract terms	4-13
<b>Include</b> the expenditure of \$160,000 in the Public Hearing (see item 3h consent agenda) on the ordinance for planning and designing town-wide school system renovations scheduled for 6/11/02 at 8:00 P.M.	14-15
8. <b>Table for Further Clarification</b> Approving a Tax Assessment Agreement Covering E-F Node Addition between the Town of Wlfd. and Bristol-Myers Squibb Co.	15-16
9. <b>Approve Demolition</b> of 41 S. Main Street (former American Legion Bldg.) and the concept of a gazebo being built on the site once demolition takes place - Mayor	16-30

<u>Agenda Item</u>	<u>Page No.</u>
10. <b>Report Out</b> by Town Engineer on Past and Future Prospects to Widen Route 68 from North Plains Industrial Road to Route 150 as requested by Councilor Mike Brodinsky	30-36
11. <b>Approve</b> a Transfer Totaling \$17,000 to Professional Services – Lawyers Acct. – Town Atty.	36
12. Executive Session 1-200(6)(E) – Collective Bargaining	36-37
13. Executive Session 1-200(6)(D) – Purchase, Sale and/or Leasing of Property	37

TOWN COUNCIL MEETING

MAY 28, 2002

6:30 P.M.

A regularly scheduled meeting of the Wallingford Town Council was held on Tuesday, May 28, 2002 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:37 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Doherty, Farrell, Knight, Papale, Parisi, Rys, Toman & Vumbaco. Mayor William W. Dickinson, Jr., Assistant Town Attorney Gerald E. Farrell, Sr. and Comptroller Thomas A. Myers were also present.

A blessing was bestowed upon the Council by Rev. Dean Warburton, First Congregational Church.

The Pledge of Allegiance was given to the Flag.

Chairman Parisi thanked the Memorial Day Parade Committee and the Public Celebrations Committee for a job well done with regards to the Memorial Day Parade.

ITEM #2 Correspondence

No items of correspondence were presented.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#772-785) Totaling \$12,389.90 - Tax Collector

ITEM #3b Consider and Approve a Transfer of Funds in the Amount of \$149,925.84 from the 1998 Grand List and \$299,040.16 from the 1999 Grand List for a Total of \$448,966.00 to the Suspense Tax Book to Comply with State Statute #12-165 – Tax Collector

ITEM #3c SET A PUBLIC HEARING for June 11, 2002 at 7:45 P.M. to Approve a List of Municipal Projects and Corresponding Resolution to be Submitted to the State of CT. Under the Neighborhood Assistance Program – Program Planner



ITEM #3d Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Maintenance of Equipment Acct. #001-6030-570-5200 and \$4,000 from Office Supplies Acct. #001-6030-401-4000 for a Total of \$7,000 to Purchased Services – Computerized Indexing Acct. #001-6030-901-9024 – Town Clerk

ITEM #3e Consider and Approve a Transfer of Funds in the Amount of \$1,100 from Purchased Professional Services Acct. #001-7010-901-9000 to Office Expenses and Supplies Acct. #001-7010-401-4000 – Town Planner

ITEM #3f Consider and Approve a Transfer of Funds in the Amount of \$1,500 from Retirement Sick Leave Acct. #001-1602-101-1750 to \$1,000 into Office Supplies Acct. #001-1600-401-4000 and \$500 to Overtime Acct. #001-1600-101-1400 – Personnel Director

ITEM #3g Consider and Approve a Transfer of Funds in the Amount of \$5,000 from General Purpose Contingency Acct. #001-7060-800-3190 to Inland-Wetlands Professional Services Acct. #001-7011-900-9001 – Mayor

ITEM #3h SET A PUBLIC HEARING for June 11, 2002 at 8:00 P.M. to Consider and Act Upon “An Ordinance Amending an Ordinance Appropriating \$3,610,000 for the Planning and Design of Town-Wide School System Renovations and Authorizing the Issuance of \$3,610,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose – School Building Committee

ITEM #3i Consider and Approve the Transfer of Funds in the Amount of \$1,359 from Salaries-Administrative & General Acct. #401-8900-920-0000 to Rent Expense Acct. #401-8920-931-000 – Public Utilities Director

ITEM #3j Consider and Approve the Transfer of Funds in the Amount of \$1,600 from Regular Salaries & Wages Acct. #001-7020-101-1000 and \$200 from Maintenance of Equipment Acct. #001-1020-570-5200 for a Total of \$1,800 to Office Expenses and Supplies Acct. #001-7020-401-4000 -Zoning Board of Appeals

ITEM #3k Motion was made by Mr. Knight to Approve the Consent Agenda as Presented, Items #3a-j, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #4 Withdrawn

PUBLIC QUESTION AND ANSWER PERIOD

Bernadette Renda, 753 N. Main Street Ext. asked whether or not there was any information pertaining to a schedule of work for the North Main Street Extension road project awaiting attention by the State?

John Thompson, Town Engineer replied that the design contract is currently being reviewed by the Town Attorney. To his knowledge, there is no schedule for the work at this point in time.

Pasquale Melillo, 15 Haller Place, Yalesville asked, what measures have been put in place to protect the safety of the Town's children in our schools? He felt that around the clock security guards should be hired to protect the schools.

Chairman Parisi stated that he thought there was a plan that was proposed, presented and in the process of being instituted. The police chief and major department heads are satisfied with what we have.

Robert Sheehan, 11 Cooper Avenue asked about the petition regarding Ordinance #495 pertaining to the construction of ball fields at Vietnam Veterans and Community Lake Parks, specifically whether the ordinance would be repealed or if it is going to go out to referendum? If it is going to referendum, when did the clock start with regards to the timeline for action on the matter?

Town Clerk Rosemary Rascati answered, the clock starts when the Council is notified in writing by the Town Clerk that sufficient signatures have been obtained. The Council has within 30 to rescind the ordinance. If not, it must go to referendum within the next 30 days. Within 60 days from May 24<sup>th</sup> a referendum should be held, if it is going that route.

Jack Agosta asked for an explanation of what a Suspense Tax Book was that is reference in Item #3b on the Consent Agenda and pointed out that the figures quoted on the agenda did not add up to the total reported.

Comptroller Myers explained that the suspense book contained the names of town residents and the corresponding tax obligation amounts they owe the town for real and personal property for the grand list years 1998 and 1999. These are tax dollars owed the town that most likely will never be collected for various reasons; people have moved and no forwarding address can be obtained; incorrect information has appeared in the system for one reason or another; motor vehicles have been sold, etc.

Mr. Melillo stated that not that the trees and bushes are in bloom, a lot of foliage is blocking traffic signs around town. He encouraged the Mayor and Town Councilors to ride around town and take notice of this fact. He inquired about the status of the Cooke Property and the Wooding/Caplan property.

Chairman Parisi stated, there is no new information at this time.

ITEM #6 Discussion and Action Regarding Naming of a Building Committee for the Library Expansion – Wallingford Public Library Directors

Motion was made by Mr. Knight to Establish a Committee Entitled, "Library Expansion Study Committee" Comprised of the Following Individuals:

Louise Coffin	John Gavin
Matthew Coyle	Richard Gee
James Fitzsimmons	Steve Hazelwood
Fred Page	Dick Rizzo
Karen Roesler	Leslie Scherer

VOTE: All ayes; motion duly carried.

Motion was made by Mr. Knight to Appoint Richard Gee as Temporary Chairman Until Such Time as the Committee Meets and Elects a Permanent Chairman from among the Membership, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #7 Discussion and Possible Action on the School Building Committee's Recommendation to Hire a Construction Manager and Renovation Work at Moses Y. Beach School – School Building Committee

School Building Committee Vice Chairman Wm. Choti introduced the following members of the committee: Dick O'Connor, Mike Votto, Ann Hoag, Jared McQueen, Jon Hackbarth and Jon Walworth. (Chairman Don Harwood was absent from the meeting.)

Mr. Choti stated that all of the Councilors have received information over the weekend...it was important that everyone understands the process that the committee began, why it began and how the committee ended up making the recommendation they are bringing to the Council tonight.

At this time Mr. Choti reviewed the timeline of the project with the Council.

Mr. Choti explained, Konover Swinerton decided not to proceed as the owner's representative. At that time the committee had to discuss an alternate form of project management and delivery. That discussion brought the committee to construction manager at risk. On April 28<sup>th</sup> the task force of the building committee met with Attorney Jeffrey M. Donofrio from North Haven to discuss construction management project delivery alternatives and a preparation for a

request for proposals. At the April 30<sup>th</sup> meeting of the building committee, the request for proposals seeking proposals from construction managers under a modified construction manager at risk (CM at risk) contract format. Our current owner's representative which is owned by Mike Kolakowski and Konover Swinerton promptly presented a modified project schedule in an effort to limit and prevent the potential of an adverse impact upon the project management and delivery. The committee, by a formal motion, elected to invite the following construction management firms to submit their qualifications in writing; Gilbane, Turner Construction, O&G Industries, Inc., Fusco Corporation, Sardoni Sanska, Newfield Construction and URS. Of that process, URS declined and Newfield indicated they would not be interested in handling the entire project. All of the companies were notified and they were told that we were moving on a fast track process. All five firms viewed the plans, they did it on May 2<sup>nd</sup> and also on May 6<sup>th</sup> so they had an idea of what they were getting into. On May 7<sup>th</sup>, RFPs were issued to the five firms with a proposed deadline of May 17<sup>th</sup>. Clarifications would be accepted til 4:00 P.M. on May 14<sup>th</sup>. Notification on May 7<sup>th</sup> of the interview schedule and copies of all cuments were forwarded to the Town Purchasing Department. We did receive several requests for clarification. The building committee, including Jon Walworth, responded to each request. Prior to the submittal deadline, Attorney Donofrio provided each of the firms with examples of the contract that may be utilized by the Town for the projects; a modified AIA, A121CM Contract, with supplemental conditions, as well as a modified conditions AIA, A201 with general conditions. When the Council agreed to waive the bid, we weren't sure if we were going with an at-risk of advisor form of construction management. We have now agreed that we will use at-risk. Prior to entering into the subsequent interviews of all five firms, the building committee closely examined the qualifications, proposals and fee proposals of each firm. The building committee then performed a quantitative and qualitative analysis and assigned scores to each of the firms, based upon the fee proposals presented, the quality of the presentation made at the respective interviews, the qualifications of each firm and other data submitted by their respective firms in their proposals. Based on the aforementioned analysis and resulting scores, the building committee made a motion to narrow the field of possible construction managers to three at their meeting of Wednesday, May 22<sup>nd</sup> to request clarifications of the fee breakdown form, Gilbane, O&G and Turner. Those were the three firms that scored the highest. On Thursday morning, May 23<sup>rd</sup> the building committee, through Atty. Donofrio, contacted the three firms to request clarification with respect to the proposals. response to the aforementioned clarification request, each firm submitted written responses on May 24<sup>th</sup>. Following further review of the discussion via task force, a recommendation was made to the committee at an emergency scheduled meeting immediately prior to this meeting tonight. We reviewed all of the numbers, quantitatively and qualitatively applied a 50/50 split to the scores for the interview and also put a scoring weight on their bid proposal. At this time the building committee has voted to recommend to you the company called Turner Construction out of Milford Connecticut. This process has been thorough and within the spirit of the selection of a professional services per the Town and the State Department of Education school facilities unit. I can say personally that I appreciate your patience in this process. Our

recommendation is Turner and, as you can see, we have provided you with a bid report and Turner's total is \$5,185,150.

Mr. Knight asked for a brief description of Turner Construction's size and experience.

Mr. Choti answered, Turner Corporation has compiled more than \$300 million worth of annual construction throughout the state. Currently they have successfully completed projects in Bethel, Branford, Darien, Fairfield, Hartford, Manchester, Milford, Shelton, Stamford, Westport, Wilton and Woodbridge. They are currently involved with ongoing projects in the following school districts; Cromwell, Easton, Fairfield, Hamden, Hartford, Monroe, New Haven, Norwalk, Region 8, Region 15, Trumbull, Westport, and Wilton. They are a big player.

Chairman Parisi stated, at one time we were very concerned with the manpower that would be applied to the project. That would not be a problem to this company?

Mr. Choti answered, the state of construction has peaked and may be moving into a better mode for the bidding process but Turner, themselves, is a big enough company and a multi-state company that they have assured us and shown us they have the manpower; given us names of people who will participate and we are very comfortable with their staff reports.

Ms. Doherty asked, is there any history of this company as far as the bid proposals are concerned? Have they come in on bid, above, below, on other projects?

Mr. Walworth replied, all five firms provided similar breakdowns of not only their success and on time, on their budget but also the percent of repeat clients to reflect the satisfaction level and, in fact, that is why these firms were short-listed from the onset, all having a very good record. All five firms have an excellent success rate. Because Gilbane, Turner and O&G do so many more schools than the other two (firms), they had that many more successes as well.

Mr. Brodinsky stated, one of the categories on the bid summary sheet is the pre-construction fee. Is that a down payment so to speak?

Mr. Choti answered, the pre-construction phase is when the construction manager comes in and reviews all of the plans for completeness, correctness and for build -ability. Then they will do a budget analysis and when the bids go out to the subcontractors they will compare that work with what is being bid on the street.

Mr. Brodinsky asked for an explanation of, "construction manager fee in dollars".

Mr. Choti answered, that number was based on a construction total of \$47,000,600. and each construction management company has a fee price that can be anywhere from 2% to 3.5%; it

could be 12%, it is whatever number they feel that that particular part of the service is worth based on construction dollars.

Mr. Brodinsky stated, there is a "field staff" category in addition to the construction manager's fee. In the case of Turner, that amounts of \$2.8 million. Who are the field staff?

Mr. Choti answered, project manager; project engineers that work for the construction manager; superintendents that will be stationed at each one of the schools when the schools are under construction and what ever other support, administrative, clerical, accounting, safety, etc., that is needed.

Mr. Brodinsky stated, one of my concerns is quality control. Are the contractors following the specifications; are we getting the quality of labor and materials, etc.; is someone watching what is going on? I noticed that Turner Construction has underbid its competitors by a substantial amount. Although that is good, how can you assure us that they will have all the eyes and ears out there in the field making sure the Town gets everything it has purchased? What is their setup; their manpower; will they have someone at every site, every day, every working hour or will they have a few people bouncing around from site to site. Compare what Turner compared to what the other bidders proposed.

Mr. Choti answered, we proposed the schedule, their staffing model was predicated on that. Everyone knew that we wanted every project covered continuously, anytime there was any activity on the site there was going to be eyes and ears on that site. It comes down to either an efficiency that Turner has that possibly Gilbane is not showing. It could come down to the fact that maybe when they start looking at construction, they may find deficiencies in the schedule that will allow them to overlap people. Almost all of the contractors to a company were looking at Phase A people being able to be cut loose to go into Phase C. There was discussion in the committee about that; we felt comfortable; everyone asked questions about schedule and manpower requirements and they were showing twenty-three people on site...

Jon Walworth added, the staffing model changes every month. What we had to do was make sure we were comparing apples to apples in the reviewing the three finalists. We wanted to make sure that their project approach looked at all the schools and had staffing at all the schools and then we had to ask them for another layer which is, in fact, an individual that was more versed in mechanical, electrical, plumbing so that besides the general trades, besides the communication with the principals, in addition to all the budgeting for the school facilities unit, we are having people who can compliment the routine reviews by our mechanical, electrical, plumbing firm via architect which will also provide another layer of quality control in the whole project.

Mr. Brodinsky stated, this is a critical phase in this project and I know we all appreciate and understand that but that is the reason I am asking these questions now rather than later. Are you

saying that when the construction starts at Lyman Hall High School and there are many different trades working at the same time...are you saying that Turner will provide someone knowledgeable in each trade to make sure that the electricians are doing what electricians should be doing, to make sure the plumbers are doing what plumbers should be doing, etc.? Is that what you are saying?

Mr. Choti answered, all the trades that are going to come in will be licensed in the State of CT. so the competency of their work will come out of their licensing. During the bidding process, Turner will be looking at all of the bidders to look at their qualifications, their quality, their horsepower to get the job done. Turner, during electrical, if there is a special inspection that needs to be done, they bring in someone for special inspections. We requested a person that has electrical, mechanical and plumbing expertise that will be available for any of the sites. If the superintendent is out there and there is something that he has never seen before, Turner is a big enough company and they have enough resources to reach into the pot and pull someone out to get the job done.

Mr. Brodinsky asked, if any one of us from the Council should go out to Lyman Hall High School anytime during construction, we will find a superintendent/employee of Turner whose job it is to make sure that our specifications are being followed?

Mr. Choti answered, absolutely.

Mr. Brodinsky stated, I think what you are also saying is, if there is a special situation or an appropriate time for an inspection, there might be two, three or four people out there retained by Turner?

Mr. Choti answered, absolutely.

Mr. Brodinsky asked, this is basically the same plan that the other bidders had or was Turner better in this regard or they were all substantially the same but Turner was just cheaper?

Mr. Choti answered, it was just the way they explained it to us in the RFP (request for proposal). What is going to happen is, one company tends to focus in one particular direction; it may be construction. Others may look at it from an administrative side. It depends on which way they felt it was appropriate to write the RFP. During the interview process, it was up to us to bring out what we weren't fully clear on, just like the questions you are asking. We were assured that of these five companies everyone had adequate staff.

Mr. Brodinsky asked for an explanation of what an at-risk construction manager versus a pure advisor, for the sake of the public and to also explain why the committee decided to go with an at risk construction manager rather than the pure advisor.

Mr. Choti answered, we felt it was appropriate. We feel that the construction manager, owning a piece of the project makes him work harder for the client, and we are the client, so we were more comfortable with the stand of holding the contracts and being in charge of the subcontractors.

Jon Walworth continued, both forms are being used widely throughout the state. Some communities have a substantial capability in house of being able to handle ownership of the contracts which means that they have hired an advisor and the town holds the contracts. A substantial demand on the purchasing department of the community. For the combined reasons of having the contractor at risk, holding contracts and therefore having more control over their subcontractors and because of the otherwise strain that it puts on a typical purchasing department and therefore added costs in another part of the town, we chose to proceed with at risk.

Mr. Brodinsky asked, what if we had a contractor with a \$2 million piece of the work on a school and the contractor defaults; doesn't show up; isn't performing; would you just compare what "at risk" means; what remedies would the Town have? Can it sue or can it not sue and have to rely on the construction manager to sue?

Mr. Walworth answered, the Town has several remedies, one of which is; with an at risk construction manager, they build into their purchasing booklet...other remedies beyond calling the bond on the firm, which is your last resort. What the construction manager does is, if the contractor is deemed not to be performing and there are certain tests done even before that to make sure that you don't enter into a contract where the contractor is just falling into a problem, even after they have assured that the firm has the staff and that people are not being pulled off after the fact, the construction manager has the right by the contract they enter into, bring on other forces to supplement their work. There are fines, liquidated damages, the old construction manager's plea "I have your check" to get subcontractors back on the project. Every firm has a slightly measure or two to strengthen their argument but it all begins by pre-qualifying. Within a bid scenario, you don't re-qualify. But that you have matched the size of the firms with the bid packages and that is just one major purchasing aspect the construction manager brings to the project, the knowledge of how to separate bid projects. Some (bid projects) of these eleven schools may go together, some may be going separately as one contract. They may decide to include the mechanical, electrical and plumbing for one school with another school and they measure the activity in the marketplace to assure that subcontractors are not being overburdened by some of our work so that we can't utilize them on others. They may, in fact, bid smaller projects out so that smaller firms can also be part of the project. A last resort would be to call the bond.

Mr. Brodinsky stated, in my example, if a contractor walks off and it takes more money to hire a new contractor, because it is an at risk construction manager, that extra cost is not the Town's responsibility, is that true or false?



Mr. Walworth answered, I don't know the answer to that question. At risk means that they hold the contracts. They bid the projects and then they work to complete the project within those bid projects. If there are change orders that take place, they are not at risk for all costs of the project. If there are other circumstances that are unveiled in the field that were not evident during the design, those are, in effect, increased costs that are recognized by the Town.

Mr. Brodinsky asked, what is the risk that they are at as opposed to pure advisory.

Mr. Walworth answered, I would have to our esteemed legal staff to go into all the minutia of the...they are required to manage the subcontractors and deliver the project within the bid amounts, assuming no changes. But if the bond costs more...(inaudible)...I don't know the answer to that question.

Mr. Brodinsky stated, at your building committee meeting approximately one month ago the committee was vacillating back and forth about whether or not to go "at risk" or not "at risk", the comment was made that because the construction manager is "at risk" he is going to charge more. That makes sense, but I want to figure out what that risk is that we are paying the premium for.

Mr. Choti answered, it is our understanding and everything we read and everything that we have been taught about construction managers, at risk or advisor; when someone is the advisor, they are acting as the owner's agent. They are shuffling the paperwork, going into the field, they are our eyes and ears. But they do not have the legal position that they are responsible to make the subcontractors perform. When they are "at risk", they are reviewing the bids. They are the one that is going out to bid for the work. They hold the contract, not the Town of Wallingford. All of these companies stressed to us was not only their size but their reputation. There are a lot of subcontractors out there that want to work for the big five. They don't want to come and do something that is going to jeopardize them going to another project.

Mr. Walworth stated, to clarify, what we were talking about is, is the construction manager responsible for the difference in cost between the bond and the cost to complete the work. The construction manager is obligated by the contract that we gave all the five firms to review...to complete the work if the subcontractor fails. The construction manager is also bonded besides the fact that the subcontractors are bonded. He must complete the work within the stated amount of each contract.

Ms. Papale stated, at risk construction manager can sound scary to those of us who are not in the building trade; it sounds like we are getting involved in something risky. I am glad that was explained to everyone. Turner Construction was the low bidder. It was not a coincidence; it was after you looked at everything? You felt that even though they were the low bidder, they were the best for the job?

Mr. Choti answered, that is correct.

Ms. Papale asked, you didn't look at them at all because they were the lowest bidder?

Mr. Walworth stated, all firms were interviewed and scored on their qualifications and presentation and then we opened the bids.

Mr. Choti repeated the process of how firms were graded and how the top three firms were chosen to speak with.

Ms. Papale asked, was the entire committee in agreement to hire Turner?

Mr. Choti answered, yes. There was one abstention from the secretary since she was out of town when three of the interviews were conducted. She did get to interview Turner and came away with a positive response.

Mr. Toman asked, in your analysis of Turner Construction, you presented an impressive list of school systems in Connecticut where they are currently doing work or have done work as an at manager. Did you go to any of these schools systems and asked them their experience with Turner?

Mr. Choti answered, that was one of our basic pre-qualifications for the five firms. Turner has an outstanding reputation. We did ask around but did not go into a formal recommendation from anyone because we weren't looking to do that at that point. We do have letters of reference from the school systems they did work for and right now we have some outstanding recommendations for them.

Mr. Toman asked, you found no evidence that anyone was dissatisfied with anything they did?

Mr. Choti answered, we asked them to tell us about their successes and failures during the interview process. All companies that go out and do work of this magnitude are going to have certain situations that they are going to have to deal with and from what we found, Turner has managed and worked their way out of all of those situations.

Mr. Vumbaco asked, the \$5,185,000; how does that compare to the budgeted amount approved by the Council; the \$60 million+?

Mr. Choti answered, there was a figure in the February 6<sup>th</sup> book for "General Contractor Markup and Profit" and that number was close to \$7.2 million. Plus we were also carrying a number for owner's representative which was \$1.2 million of which we had used close to \$400,000 to get to this point. There are dollars available at this time to cover this expense.

Mr. Vumbaco stated, during the bid waiver process we discussed the reporting/communications issue that has plagued us in the past with Konover. What is Turner's pledge along that line? I like the reports we got from Konover...when we talked you had said that we would get that and more. I want to make sure we will get the reports and the promised of communication is still there so we don't have to go through that again.

Mr. Choti answered, all companies were grilled and put to the fire on communication. What we are looking for from our construction manager....we talked about websites; we talked about minutes for meetings that take place in the field; any form of written, electronic and verbal communication that is possible. We are looking for lessons learned, what we found out, what didn't work well with the owner's representative matrix and we will and they plan to set that up. It is a different type of organization; there are more pieces to it, we need to report more. Whether or not we generate tons of paperwork and we call that communication; I don't call that communication, I call that a lot of stuff to read and someone is trying to impress me. What we are looking for is the kind of stuff that the Council can use, the building committee can make decisions on, the administrators and the school system can use in their day to day planning and organization of how we are going to go into their building and tear it up for the next couple of years and how they will still operate. We are looking for that type of communication which we feel will be successful because of the on-site people. The superintendent will be at the school, in a trailer; anything that comes up, he is there on the spot. We are taking nothing less than that.

Pasquale Melillo, 15 Haller Place, Yalesville did not like the term "at risk". He wanted to be reassured that we were not getting ourselves into a risky venture.

Mayor Dickinson stated, right now, without the virtue of seeing a contract and language, it would be very difficult to have any kind of a detailed definition. I think we will need to see a sample contract and the Town Attorney's Office will review it and if there are questions beyond that, then they can be answered. To define anything, we really need to see a contract.

Mr. Melillo asked, by hiring a construction manager, does that mean we will not be hiring an owner's representative?

Mr. Choti answered, we won't need one anymore.

Robert Sheehan, 11 Cooper Avenue asked, how long will the process take to get the contract, review the language, etc.?

Mr. Choti answered, we expect, after we tell them we want to hire them, that they will start immediately.

Mr. Walworth added, six years ago when we hired an at risk construction manager, we asked the Town Attorney to draft a letter of authorization which we worked under for a couple of weeks until the contract was formulated.

Mr. Sheehan asked, will this affect the bidding timeline? Is Turner going to be the only one handling the bidding process or is the committee going to make bid requests through Turner?

Mr. Choti answered, we will be requesting that the CM at risk will take care of all the bidding processes. With the help of the architect, they are going to put together the scope of work, contract document; qualifying the bids, etc.

Mr. Sheehan asked when the committee expected to go into the bidding process?

Mr. Choti answered, Phase I will be in October. We hope to start construction in November.

Mr. Walworth informed Mr. Choti that the bidding process would begin in the summer.

Mr. Choti corrected his statement saying, we will be bidding it in the summer and putting everything together...our architect tells us it will be July 1<sup>st</sup>.

Mr. Sheehan asked, are you hoping to have all bids received and in place by the start of construction?

Mr. Choti answered, it is 30-45 days for the bidding process.

Chairman Parisi asked, do you have a contract yet?

Mr. Choti answered, we are still working on a contract.

Chairman Parisi asked, what action are you looking for tonight?

Mr. Choti answered, what we need from the Council tonight is an affirmation that we can go to Turner Construction and tell them that we would like to hire them for construction management services and enter into an agreement.

Motion was made by Mr. Knight to Accept the School Building Committee's recommendation and Award the Purchase of Construction Management Services to Turner Construction of Milford, CT., subject to Approval of Contract Terms, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

Mr. Choti thanked the committee for their hard work and the late nights they went through, reading all of the material they had to review, for their professionalism in the way that they looked at the firms, the questions they asked; it was an outstanding job and a lot of hard work. He thanked the Council for putting up with the process.

Chairman Parisi stated that Mr. Choti's feelings are echoed by the Council.

With respect to the request to approve repair work to classroom area, Dr. Cirsuolo, Superintendent of Schools stated, a little over a year the school system embarked on a two year project to replace all carpets in all elementary classrooms due to mold problems. The plan required two summers because under those carpets asbestos exists and it can only be abated during the summer time. The original plan was to remove carpets from seven classrooms at Moses Y. Beach elementary school this coming summer. Since the school building committee was going to commence work at Moses Y. Beach this summer and they, too, had hazardous material that was scheduled to be removed, it didn't make sense for the school system to work on seven classrooms and when done, have the next group go in to do their work. The school building committee approached the school system and suggested that the removal and replacement of carpets in the seven classrooms be part of the building project. The school system agreed with that. Accordingly, the school system did not budget any money in the F.Y. 2002-03 budget to do the work as originally planned. The estimated cost is \$72,000. In the course of planning the transition from the owner's representative to a construction manager, Konover Swinerton has been assisting the building committee with that and a suggestion was made by Konover Swinerton, in addition to the seven classrooms being done this summer, that the school system also remove the carpets in the corridors at Moses Y. Beach. It was Konover Swinerton's judgment that the impact that would have on the project schedule would result in a savings to the project of about \$250,000. We had not budgeted for the classrooms nor the corridors so I suggested to the committee that we might be able to work this out in a way that both the classrooms and corridors be done under the auspices of the project this summer even though the construction phase would not start until November. I contacted the State Department of Education and said that we had people under bid now that can do the work. The only problem is that we did not meet the requirement that we get the State Department of Education's permission to go out to bid first because we were going to do the work under the school system's auspices. State department officials said that if we could get the Town's legislature to waive that requirement for that part of the project, then it can be done under the auspices of the project and the Town would get the 54% reimbursement, a win/win situation. The school system would not have to do what it did not budget for and the work would be done at less than full cost to the project. Representative Mary Fritz was contacted and she attached an amendment to the School Construction Bill which would waive the requirement for Wallingford for this particular work. The bill got caught up in legislature and did not pass in the regular session but I am assured that it will pass in the special session that will take place in June. If the School Construction Bill does not pass, it will be the first time in history that it didn't. If the Council is willing to authorize, and I believe that it is part of the

dollar amount that will be subject to the public hearing on June 11<sup>th</sup> - the estimate we have from our contractors for all the work in the classrooms and corridors; removal of carpets, abatement of materials and insulation of tile, is about \$142,000. I am suggesting that you tack onto the ordinance \$160,000 just to give the committee some leeway. If you are willing to go along with that as part of the ordinance, we will accomplish everything we want to accomplish this summer at Moses Y. Beach, we will get reimbursement from the state for doing it and, according to the estimates from Konover Swinerton, we save \$250,000 in other project costs that would accrue if it is not done.

Chairman Parisi stated, I think everyone wanted to solve this problem when it was first identified so I would hope that there would not be any big deal about it.

Motion was made by Mr. Knight to Include the Expenditure of \$160,000 in the Public Hearing, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #8 Discussion and Action Regarding Approval of a Tax Assessment Agreement as Covering E-F Node Addition Between the Town of Wallingford and Bristol-Myers Squibb Co.  
- Town Attorney

Correspondence from Atty. Janis Small to the Mayor recalls how, in 1983, the Town of Wallingford entered into a tax assessment agreement with Bristol-Myers Company. The agreement provides that, in the event that Bristol-Myers constructs an addition costing at least \$15 million, the tax assessment agreement shall apply to the new addition for an additional seven years. Bristol-Myers has constructed the E-F Node Addition and associated parking lot improvements in excess of \$15 million. They, therefore, qualify for the assessment agreement. The Town is legally obligated to enter into this agreement.

Motion was made by Mr. Knight to Approve the Tax Assessment Agreement Before the Council, seconded by Mr. Farrell.

Mr. Vumbaco asked for clarification on the matter. He stated, when reading through the original documents that were signed back in 1988, if you go to #11 where they talk about the major construction projects, they define major construction "project" in singular term, "shall be a construction project (singular) of real property in excess of \$15 million. Any smaller construction project (singular) shall be considered an addition under paragraph 3c." How did Node E-F and the parking lot becomes a single project because those were three separate, distinct applications to the Planning & Zoning Commission voted on and approved by the Planning & Zoning Commission in separate actions. I followed those (projects) since I live up there, and not once was it ever said that all three of those individual actions were considered a single project. It seems that they are taking and adding those three separate projects into one

project to come up with the \$15 million in order to have this tax abatement done. I am not sure how that falls within the original contract and how Janis (Atty. Small) is reading this as a... all this is is a clarification. If it is due them, it is due them, obviously.

Mayor Dickinson replied, I don't know, I haven't had a conversation with Janis as to the details of this. I don't know the time sequences between what you are calling separate applications and approvals by Planning & Zoning.

Mr. Vumbaco continued, I know they came in and finished Node E and then they came in with Node F. Then they came in with a parking garage and then they pulled the parking garage and did a parking lot. It was over an extended period of time that these applications were flying back and forth. If we are going to give them the rebate, I just think that we should be assured of the fact that it all falls within the confines of this original agreement and it looks to me like it was a singular project. If they were to come for an application and said that they were going to do E-F, the parking lot and the whole bit, then I can see it. I would like further clarification on it before voting.

Mayor Dickinson stated, I don't know that it has to be approved tonight. We can ask Atty. Small as to her opinion on it. I think the time sequences are only one determinate. Other factors would be the nature of those improvements and how they are used and how they interact/interrelate with one another as projects. I can't answer that at this point.

Motion was made by Mr. Knight to Table this Item for Further Clarification, seconded by Mr. Rys.

VOTE: All ayes; motion duly carried.

ITEM #9 Discussion and Action Regarding Demolition of the Building Located at 41 South Main Street, Previously the American Legion, and Approval of Construction of Bandstand/Gazebo as Requested by Mayor Wm. W. Dickinson, Jr.

Mr. Knight read correspondence from Mayor Dickinson into the record at this time (Appendix D).

Mayor Dickinson gave a presentation on his proposal at this time. He stated, this is the Town Hall location, this is where the (American Legion) building now sits. The proposal would be to put a bandstand/gazebo right here. At one point there was some discussion about moving it out toward the street; we don't really think that is necessary, we want to keep the parade ground clear. This would allow this use to influence and be part of the parade ground. We are looking to save a tree here and would consider moving the building over a little in order to try and save the tree. The drawing speaks for itself. It is meant to be a site that would allow for a greater

appreciation and use of the historic parade ground and it would obviously mean the demolition of the building that we are not using and really have no plans to use.

Mr. Toman asked, it looks like the gazebo takes about half of the property, is that drawn to scale?

Mayor Dickinson answered, I believe it is drawn to scale, in fact I have this (the drawing) upside down. The building right now, this dotted line may be the footprint of the building right now; the dotted line on the drawing.

Mr. Toman asked, are those trees at the back of the property?

Mayor Dickinson replied, these trees are not currently here, no.

Mr. Toman asked, some type of plantings; some kind of a small park or something...

Mayor Dickinson answered, yes, and American with Disabilities Act access would come off of this sidewalk straight out with steps being located out in front of it.

Mr. Vumbaco stated, there is no dollar value on the cost of the gazebo as far as the proposal is concerned, is there an estimate?

Mayor Dickinson answered, there is an estimate in the range of \$90,000. just for the new bandstand/gazebo. I am not sure if we have a bid price on the demolition.

Mr. Vumbaco asked, is there any number of events that someone can give me that we hold up there that would warrant spending \$90,000 on a bandstand?

Mayor Dickinson answered, there are a number of events. There are celebrate Wallingford events, Seasons of Celebrations which is the ice carving; there are a number of veterans events that occur out there and they often put up a tent. They could use this instead of putting up a tent. Those are three that I can think of off-hand. At one point there were concerts.

Mr. Parisi added, the Elks Flag Day program would take place there, I believe, and there are several veterans.

Mayor Dickinson continued, and Parks & Recreation had some concerts at one point and that could be a site for summer concerts.

Mr. Vumbaco asked, wouldn't that require closing South Main Street due to spillover if you are going to have a concert there instead of Doolittle?



Mayor Dickinson answered, this was often during noon hour.

Mr. Vumbaco stated, I, personally, don't think the building was marketed properly and fully but be that as it may, we could debate that until the cows come home and there are different feelings with that. I have nothing against upgrading the parade grounds but I think now if it in prosperous times to spend \$90,000., I guess I wouldn't have a problem with it but, during this past budget season we also heard that this was very lean times and we looked at every dollar and, as the Mayor is fond of saying, we have a lot on our plates here as far as projects for the Town of Wallingford, i.e., the little league baseball fields, school renovation, potential Simpson School issues, and a whole slue of other projects here and I think to vote and spend \$90,000 on a project, while it is nice to have, I don't think it is necessary to have. I think it is not good fiscal responsibility. I cannot support this proposal.

Mr. Brodinsky stated, Mr. Vumbaco was quite diplomatic, I would phrase it this way; \$90,000 is a horrendous waste of money. That being said, Mayor, what was your plan in dealing with the Historic Commission?

Mayor Dickinson replied, I had indicated to them that at the time the Town took action I will send them a letter indicating the course of the action and they have certainly rights under statute should they choose to exercise them.

Mr. Brodinsky asked, what rights do they have under the statute? Can they stop the Town if they want to?

Mayor Dickinson answered, I don't know if they, alone, can become a plaintiff. Basically, the right is to challenge the reasonableness of the demolition in court and the burden in on the plaintiff, the party bringing the suit, to prove that it is unreasonable because of impact on air, water, etc.

Mr. Brodinsky asked, so it is your understanding that the Historic Commission could take the Town to court or you are unsure?

Mayor Dickinson answered, I don't know if the Historic Commission can, I know that there is a right under the statute to enjoin the Town, bring suit to prevent the Town from demolishing the building.

Mr. Brodinsky asked, is there some sort of a hearing before the Historic Commission?

Mayor Dickinson answered, I am not aware of a hearing. Certainly, Janis (Atty. Small) hasn't informed me about any hearing process.

Mr. Brodinsky asked, so it's just writing a letter to the Historic Commission and then keep your fingers crossed that there is no lawsuit?

Mayor Dickinson answered, I won't keep my fingers crossed, I think we have every argument to say that it is reasonable.

Mr. Brodinsky stated, just as a point of order that I will raise now, Mr. Chairman, I think we should have separate votes; one on taking the building down and the other on spending the money for the gazebo. They are separate issues and they probably should be separated. I am just going to tip you off on that.

Mayor Dickinson stated, just in terms of; it is very possible that we would look to move as efficiently as possible in terms of the demolition. At what point we would be in a position to bid and be able to go into construction is another question and, obviously, funding would have to be obtained. I think everyone has noticed that paint is starting to peel on the building and it won't be long before we have to start dealing with whether we are going to have to paint the building in order for it to be presentable and I would rather not get into those expenses, regarding the building, itself.

Mr. Farrell stated, it is perhaps a foregone conclusion that, unfortunately, the American Legion Building is going to be demolished because, despite my few eloquent words this evening, there is very few eloquent votes out there to save the building. We know the building as the American Legion and it was actually built in the 1870s by Roger Austin who was notably our Town Tax Collector for many years. My thoughts are that the building is important, in particular for how it helps define the parade ground that we have spoken a number of times this evening saying, it is the parade ground that is important. Certainly, that parade ground has been there since day one of Wallingford's history. If you look back at the plan of development that was established way back in 1670, that that parade ground was marked out at that point in time. I think that the building line that is there with the Congregational Church, the Carozzella building, the American Legion helps define that area and helps to characterize it and that taking away that building detracts and degrades the parade ground. The building certainly could be renovated for the \$120,000 that we are talking about spending this evening. If one goes back and looks at the details of the Pizzo deal that is approximately what Mr. Pizzo was planning on spending. The proposal that has been presented for \$300,000+ seems rather specious. The Town has always regretted, in hindsight, the buildings that it has knocked down. You can find many a person in this town who says that one of the worst things that was ever done was that the old post office was knocked down. There are other buildings that people speak of in that way. I don't think the gazebo is a good idea. I have had a number of people point out to me that having that gazebo on that site would, in effect, violate zoning; a gazebo is considered an accessory building under zoning and accessory buildings are not allowed at the front of properties. Perhaps more importantly, if this gazebo is going to have to function, the Town should look into hiring an acoustics expert because I have been told that for sound and music to

go out to any degree, that many of the trees that have been planted on the parade ground would have to be chopped down and I don't think that is something that any of us want to see. Those trees have been there at least fifteen years at this point and really do help to maintain the park-like setting that is there. Bottom line, I think the building should be saved because it contributes to the parade ground. I don't think it is fiscally responsible in these times to be spending \$120,000 to knock down a building that does not need to be knocked down as of yet to put up a gazebo that I don't the fiscal times merit.

Motion was made by Mr. Knight to Approve the Demolition of the Building Located at 41 S. Main Street, seconded by Mr. Rys.

Robert Sheehan, 11 Cooper Avenue asked the Mayor, through the Chair, who generated that rendering of what the site would look like?

Mayor Dickinson answered, the architectural firm of Lazarus & Sargent?

Mr. Sheehan asked, how much did that cost?

Mayor Dickinson answered, I don't have that dollar figure; Henry McCully (Director, Public Works) contracted for the work.

Mr. Sheehan stated, that seems to be our firm of choice whenever we have to do anything. Sometimes they do it for free and come back later for money and I assume you got your price of \$90,000 from them, too, that it would cost to build a...

Mayor Dickinson answered, I believe that is the estimate from them.

Mr. Sheehan stated, when it comes to spending money, do you have an open hand or do you have to come before this Council to get approval for a rendering like that and a plan for a gazebo or bandstand?

Mayor Dickinson replied, I believe that Mr. McCully had funds in his budget to accomplish this.

Chairman Parisi added, this has been around for quite a while, it is not brand new.

Mayor Dickinson added, I think it was well over a year ago.

Mr. Sheehan asked, will Public Works take down the building?

Mayor Dickinson answered, I believe it will be an outside contractor that would be dealing with the demolition.

Mr. Sheehan asked, how much will it be to take down the building?

Mayor Dickinson replied, I don't have that price at this point. We would have to come in with funding for that and, as I stated, the actual construction of anything else may wait because, at this point, there is not identified funds for that. The reason for it coming forward now is that the building is showing signs of need for exterior work and, again, I would prefer not to have to be spending money on maintaining the building.

Mr. Sheehan stated, you are going to spend money to tear it down. I am willing to guess that it will cost more to tear it down than to put some paint on the outside of it or maybe a board or two; you say we want to be fiscally responsible. It may not sound like saving a lot of money but maybe it is. Personally, I don't think a gazebo and bandstand is required here. We have a lovely gazebo on our Town green; it serves many purposes and is used quite regularly. To have one at the top of the hill and the bottom of the hill; are we going to become gazebo crazy here? If you want to tear down the building, you are going to leave a hole in the landscape. I don't think filling that hole with a gazebo/bandstand is a very attractive idea.

Jack Agosta, 505 Church Street, Yalesville stated, I am sorry I mentioned the idea of a bandstand at one of our parks last year. Three years ago, the Memorial Day Parade passed by the Town Hall down to Doolittle Park. For the past two years it has taken an alternate route; down Center Street to Elm Street. I was told last year that the reason the route was changed was because of the mess that was left around the Town Hall. Now we are talking about putting a gazebo out here. I didn't hear the Mayor list the Memorial Day parade before, I didn't hear him say that. I think it is just to take up space, the gazebo. Besides, he (Mayor) also talked about maintenance before. A gazebo at night; you are going to have the police out there. The maintenance of the gazebo; we are going to have a lot of graffiti out there, that is what I believe. I don't think it is a good spot for a gazebo. Talk about money; we have just been through a budget and I have heard some strange things happened. I went back and checked and there are six departments that the Mayor cut chintzy amounts of money out of that added up to \$97,000. Now he wants to spend over \$90,000 to put a gazebo out there. When he talked about the ball fields and mentioned the \$40,000 for the lights that would have to be spent for the parks, he said that we would have to see what the mill rate was going to be for this year. Now, he wants to build a gazebo out here. He also did not (inaudible) \$3,000 for the Registrar of Voters that they could use, but he wants to spend \$90,000 to put a gazebo out there. It is just wrong. That is not being conservative. Why not spend the \$90,000 to fix the building up and maybe we could sell it some day if we had to, or just keep it. I don't think we need to put a gazebo up there just to fill up the hole.

Wes Lube, 15 Montowese Trail stated, Mr. Chairman, you have never allowed me to wander away from the motion on the floor as is the case tonight. All this discussion about a gazebo. The motion, I believe, is to demolish the American Legion Building, period.

Chairman Parisi answered, that is right.

Mr. Lube continued, that building although erected in 1870 is a recent building in our Town's history, it is not an antique for us by any means. I don't think we would think of the parade ground in terms of 1870 vintage. That building was originally purchased, some say, because we were trying to anticipate parking needs. Once the land in back of the building became available and seemed to be more desirable for parking purposes, incorporating the rear of the American Legion Building as well, at that point the building should have been disposed of. It should have either been renovated or burned, one or the other. But to allow it to sit all these years is a tremendous waste, and allow it to continue to deteriorate is typical of bad real estate management. Now we have tried, over and over again, to find some way to convert it into an income-producing property, unsuccessfully. Let's give it up and let's tear it down and end the subject.

Pasquale Melillo, 15 Haller Place, Yalesville stated that both Gerry Farrell, Jr. and Mike Brodinsky gave very valuable input that should be listened to and respected. If we go ahead with this we take the risk of being sued by the State, so why take that chance? Let it stay an historic site or put it back on the market with an all out effort to sell it. I am opposed to a gazebo.

John LeTourneau, 3 Regent Court stated, I agree with Mr. Farrell on saving the building. It does not date back to the 1600s, 1500s or 1700s. It is relatively new to Wallingford. An 1870 building still merits some looking at. I have gone through the building and it still holds a lot of its architectural detail. The window moldings, fireplace, staircase are still there; some of the room partitions have been taken out but can easily enough be put back in. Over the years it has been looked at to try and market the building to an architectural firm. I would like to see the Town save the building, possibly turn it into a cultural center. Right now, many towns in Connecticut are going in this direction; taking historic buildings and turning them into cultural centers to be used by different organizations. This town does have quite a few organizations. It would be a nice place next to the Town Hall as a focal point. Possibly when Don Roe's office is trying to woo a new business into town, this is something that they look at; what does the town have to offer? This would be a nice place to meet with them, in the cultural center; this is what we have to offer; this is Wallingford; have it under one roof. As far as income producing, there is a possibility. You have Wallingford Center, Inc. who is renting space on Center Street. The building is for sale and they will be looking for a home. I believe they pay around \$600/mo. for rent. They can occupy the second floor of the building. The building is large enough to do a lot of stuff with. Like Gerry (Farrell, Jr.) pointed out, we have lost a lot of buildings in town. We have lost the old Town Hall, old Post Office building, we have lost the old Wilkinson Theatre. Wallingford has lost more than it has gained. I know the argument is that we can't save every old building and, depending on which side of the fence you sit on; I am a preservationist, to me, every old building should be saved. I understand that reality is that you can't save everything.

This is a unique situation here. It is part of the parade ground; part of the whole ambiance of the uptown area. Another building that the town lost, one of the greatest houses in this town, sat right here on this spot and that was before the preservation movement started. The preservation movement is new. When Penn Station was torn down, that is what kicked off the preservation movement. Now, they are restoring Penn Station and they are going to the dumps in New Jersey to dig up the parts to use in the new Penn Station because they realize what they lost. I just don't want to see Wallingford do that. It comes to dollars and cents and I realize that. We have spent a lot of money, and rightly so, for open space, not for us but for future generations. My six year old granddaughter will benefit from that open space, but I also want her to benefit from having to be able to look to the past and see some of these historic buildings. There is a lot going on on this street. There is going to be a first rate museum right down the street that is going to open up. The Historical Society is expanding. There is a lot happening and a cultural center would do well on the parade ground. Please, keep the old building.

Patricia Sittnick, 139 Prince Street stated, most of my feelings on this matter, I have already expressed in letters to the editor. In the beginning I was selfish; I live in the neighborhood and I was concerned about the impact on our neighborhood when they spoke of a large band shell and it being available for many different events. Then the change of the traffic pattern; the driveway next to the American Legion building would no longer exist, etc. In my second letter to the editor I tried to be a little more objective and look at it from other people's point of view. One editorial said that the Mayor's proposal was a "fresh and attractive" proposal which is true if the building was dilapidated and falling down, we would want to remove it. But I think it is strong. It is only a house. Councilor Farrell said the mechanicals; maybe you could put \$40,000 into it; that would last a long, long time. A bandstand is hard to maintain over the years. I think progressive towns are preserving historic structures and I always felt it would be a good place for a Chamber of Commerce or Wallingford Center, Inc. I think if you get rid of the house, it is going to change the parade ground because it will take away some of the New England feel of the parade ground. A band shell is a little bit more artificial. I thought a good place, if you really wanted a band shell. I agree with the Mayor, if you want to encourage a sense of assembly in community life and you don't necessarily find that with a building, but I think the building could be effective in encouraging that sense. I saw the band shell as being good at the Wooding/Caplan property. I see the parade ground as being a little more formal area. That is how I feel tonight.

Kathryn Zandri, 9 Balsam Ridge Circle stated, I know some of you have heard this suggestion before but we have two new councilors who were not on the council at the time I made it and I would hope that you would give it one more thought or consideration. We have 88 South Main street across the street which houses our Credit Union and our WPAA public access television. Upstairs they are very cramped in their quarters. I don't know how many of you may be Credit Union participants but on Thursdays and Fridays many people are waiting out the door, on the porch, down the steps. Ideally, I would like to see us save the building next door, restore it and move the Credit Union and WPAA would be next door to us, here, then the building at 88 South

Main Street could be sold. One of the Realtors in town was very interested in purchasing the property next to the Library and was willing to pay over \$300,000 for it, it seems to me that they would very much want a building that is all set and ready to go with great parking area in the back. That sale would offset the cost of renovations to the American Legion Building next door. The way I look at it, when we have a snowstorm, we have Public Works crews here already, on-site plowing this entire parking lot behind and clearing the sidewalk in front. Once they do that they now have to go over to a second piece of property and plow that driveway, which is very difficult to get around with the trucks because of all the islands and the narrow driveway and they are clearing the sidewalk in front of that building. It is a matter of cost. Not to mention that we are already paying for the liability on the parking lot here behind us and the sidewalk in front. Now you are paying for liability insurance across the street on a separate piece of property. It makes sense to move that (usage) right next door to us where we are already plowing and clearing sidewalks. We don't have employees on Thursdays, while on their break, walking across the street and getting tied up in line at the Credit Union cashing their checks. People who come to the Town Hall to do business now have to drive across the street, park their car again, take their infants out, there are a lot of school teachers and young families using the credit union that now have to empty their car again, drag everyone in, stand in line to get in the lobby which is very small and cannot accommodate more than maybe six people without being out the door where over here (American Legion building) you would have much more space because the building is larger. It makes sense to me that you have it here, you have the services provided for clearing, you have the services provided for the sidewalk, the liability is here and we are paying for it already and we are paying extra over there (88 S. Main Street) to plow, to clear; people going across the street is an inconvenience, why not just transfer the services here. WPAA is very, very cramped. If you haven't gone in and you are not a user of the services of the Credit Union please go before; take the time, table the issue, it has been tabled many times before. Go look at what they have. They are in desperate need of space and it makes sense; it just makes sense. If you would just give that little bit of consideration again to my suggestion I would appreciate it, thank you.

Ms. Papale stated, I am really trying to be as objective as I can with this motion. The motion is to demolish the building, nothing to do with the gazebo, correct? Are we going to do two motions?

Chairman Parisi answered, the motion is to demolish the building.

Ms. Papale stated, I am trying to be as objective as I can and I am not going to spend a lot of time with the history of this building. In 1995 I did vote to purchase the building. The main reason for my voting in favor of purchasing the building was that I was led to believe and, I still believe it, that we needed that piece of property for future; not 5 or 10 years; who knows how many years; 25-30 years, the Town Hall is going to expand and will need that property for parking. Then Mr. Pizzo came on the scene and I really pushed for that deal. I was happy for \$1 per year from him just to have somebody in that building. I feel that when a building is

vacant, it falls apart. I really thought it would make sense to have him go in there no matter what he was paying to make the building look decent and bring it up to the way it should look. That fell apart and I was very disappointed. Then some months ago the idea of the gazebo was presented to me and I didn't like that too much because I felt that the gazebo did not belong there. Having a gazebo in the center of Town would really give another place for kids to hang out. Think of it; it would be perfect for kids just to sit around there, have their cigarettes; have their whatever. I just didn't feel that the gazebo would be good. There I am with a dilemma; I voted to buy the property thinking that eventually it would be knocked down and we would need it for parking but now that I went through there the other day and I have been going at different times of the day, it looks like we have enough parking for a long time. I don't know what is going to happen years from now but, I just don't like the picture of the gazebo there. I feel that maybe that house should stay there. I have heard a few good ideas tonight of what that building could be used for and I don't think it would cost millions of dollars to make that place nice place for a cultural center or offices. I know Wallingford Center, Inc. is looking for a building. I feel that I am going to have to change my objective and not vote to tear down the building.

Mr. Rys stated, what I said on the Council back in 1995 when we purchased the building, it was mentioned that the building comes down. Unfortunately, things happen, Councils change, people change their mind. We went out to look....I was willing to take a look at it a second time but I am not going to take a look at it again. I think the building should come down; I think that building is going to come down. Do we have an Historic District?

Mayor Dickinson answered, no. There is an ability for the State Historic Commission to put properties on a list over the objections of the owner. The Town Council, at the time, voted to object to several buildings that we own to be placed on either the State or National Historic Registry and they were put on anyway. It is not an historic district but the buildings are on a registry.

Mr. Rys asked, does that include the building on Center Street that is all boarded up?

Mayor Dickinson answered, yes.

Mr. Rys asked, if we decide to take this down, who is going to come along and tell us we can't take this down then?

Mayor Dickinson answered, as I understand the process, a party can bring an action in Superior Court.

Mr. Rys asked, who is the party?



Mayor Dickinson answered, it could be anyone who feels strongly enough that they don't think the building should be taken down.

Mr. Rys asked, a resident of town, citizen?

Mayor Dickinson answered, I guess it could be anyone.

Mr. Rys asked, the State is going to tell us that we have to keep it up?

Mayor Dickinson answered, the state cannot tell you that you have to keep it up. The state statutes, as I understand them, gives an opportunity for parties who are concerned to require a court to be involved in the decision to take the building down. But the State Historic Commission per the Town Attorney's understanding doesn't have authority on its own to say that we can't take the building down. It has been mentioned about Wallingford Center, Inc., I think you are all aware that the Town funds Wallingford Center and if they were to rent the building, the money is coming from the taxpayers along with money to fix the building up.

Mr. Vumbaco asked, during the presentation, Mayor, you said we were going to take the building down to accommodate a gazebo. Then, to Mr. Sheehan's question you said, "we want to take it down because it is starting to show exterior wear." What is the reason you are requesting that we take the building down?

Mayor Dickinson answered, for both reasons. I do not think that the Town should spend money on renovating a building we do not need or fixing the exterior. I do believe that the best plan is to adopt a view that a gazebo/bandstand would be on that site. Obviously, there is not funding being presented this evening. I don't know how quickly construction could occur. I do believe we should move ahead with demolition as the time is fast approaching that there will be a plea to paint the building or improve the exterior of it because it is beginning to show the wear I mentioned earlier.

Mr. Vumbaco stated, with regards to Wallingford Center, Inc., just for clarification, they do pay rent, regardless of where they are. It is still town money that is paying rent, whether they are paying it to a private citizen or the Town, itself. I see no problem with them paying it to the Town.

Chairman Parisi asked, if the Council voted to build a gazebo/bandstand, would that mean that funding would eventually have to be found to build it?

Mayor Dickinson answered, yes, I just can't be certain of the timetable. Certainly, I am committed to that course of action. I think it can be a very attractive site but this evening, I don't have an answer for the money for the construction, I do believe we should approve both

the demolition and the concept of going forward with a bandstand/gazebo then, obviously, I would have to come back with ideas regarding funding.

Chairman Parisi stated, perhaps there should be an amendment to this motion.

Mr. Knight stated, I amend my original motion to include approval of the concept of a gazebo to be built on the site once the demolition takes place, seconded by Mr. Toman.

Mr. Lube stated, the amendment changes the thrust of the motion severely. Now we are talking about packaging them together. I was under the impression that Councilman Brodinsky was going to split a motion that he thought was going to incorporate the two. Can I ask Councilman Brodinsky where that now stands?

Mr. Brodinsky answered, the fix is in, the votes aren't there; there may be a councilor who doesn't object to tearing down the building but certainly does object to spending the money so, by right, they should be separate. Frankly, I am not going to make a real big deal out of it, the building is going to come down. They have got five votes or whatever they need; the gazebo is going to be approved in concept, they have the votes for that. Anything that was said here tonight I think has fallen on deaf ears if it is in defense of saving the building, that is why I kept my comments rather brief. I felt in making my advance point of order that there may be some councilor out there that may favor one and not the other. I am not going to pursue the point of order. If they want to combine them, they can combine them. Whereas I spoke in favor of destroying the building, there is no way in hell that I would speak in favor of a bandstand/gazebo. First of all, that's a terrible description; they are two entirely different types of structures. A bandstand with a band in a circle around a gazebo or maybe a dozen fitting onto a gazebo, it just doesn't make sense without any shell to the rear to bounce the music off of, it is just lost outdoors. A bandstand with a musical shell is entirely different and it would be terribly inappropriate for that particular location. A gazebo for aesthetic attractiveness is nothing more than a repetition of what we already have down in Manfreda park by the railroad station. To just do it for aesthetic purposes is a \$90,000 expenditure that we just aren't ready to entertain at this time. It is a crazy idea.

Chairman Parisi stated, as a point of clarification, the item was put on the agenda as "Discussion and Action Regarding Demolition of the Building Located at 41 S. Main Street Previously the American Legion and Approval of Construction of a Bandstand/Gazebo." That is the reason for the amendment and certainly anyone voting has the right and the privilege is always extended to explain your vote. If you are in favor of one aspect and not the other, you can make that very clear. No one has ever prohibited anyone from doing that.

Mr. Knight stated, ironically, the fact that one aspect of this is made by amendment and we are discussing the amendment speaks to Mr. Brodinsky's request. I think you would have to admit to that. I spend a good deal of time in the center of town, that is where my business is;

obviously, we spend a lot of time here and for other reasons I am here more than most people in the community. I think that the gazebo idea is a good one. Certainly one can say that it is these very difficult economic times that this is a very tough expenditure to make and I have respect for every \$90,000 expenditure that we do make. Having said that, I have also listened to many ideas about how to save the building and what we could turn it into and I think you are going to find that that is probably closer to \$250,000 or more, rather than the \$90,000. There is one written estimate at \$329,000. The fact is that when the Town owns a piece of property, of course any renovation would require that it be brought up to code. Certain ADA regulations would have to be adhered to which are very expensive and very necessary. It needs to be said that to expend an extra \$90,000 certainly needs to be examined, but I do happen to feel that the benefit to the entire community is there. I can't tell you how many times I have sat up here and said that one of the most important things is to maintain our downtown as an attractive, viable place for all 43,000 people to want to come down and visit. We have spent millions of dollars making the center of Wallingford attractive and those are some of the best dollars this town has ever spent. I have people visit me from all over the state of Connecticut and even all over New England and to a person they remark about the beauty of downtown Wallingford and the pride that shows in the way that we have spruced up and renovated and spent money on our downtown area, this is another example of that. That is why I think the gazebo is a good idea and, furthermore, if by necessity, the demolition of this building, unfortunately. We have been at this for a lot of years and this building... I think, if the Town had not purchased the building, what would have happened to it? Would someone have come along and spend the kind of money that people are talking about to bring it up to code? I doubt it. Buildings like this need a sponsor; and advocate with a real hard core interest and big money to put into maintaining this building. We are now looking at having the Town of Wallingford to be that sponsor and I don't think there is willingness on this Council to make that kind of expenditure for this building.

Chairman Parisi called for a reading of the amendment.

The amendment reads as follows: Approve the concept of a gazebo being built on the site once demolition takes place.

Robert Sheehan, 11 Cooper Avenue stated, for a number of years during the summertime, I have trudged down to the little band box at Doolittle Park to listen to some music. It is not a fancy \$90,000 band shell and there's not fifty people there, there are usually a lot of people, certainly more than you will get on the lawn (parade grounds) over here, not to mention they will tear up the lawn. The people sit on a bleacher, bring a little refreshment, or sit on a blanket. That works very well and I don't hear anyone complaining that they need a bandstand down there. I hear all of a sudden this building has got to go; no one is going to renovate it. In 1995 the same architect came and made a bid on that building and the people on the Council said it was a bad deal, \$1.00 per year, and voted it down. Five years later the same architect, the same proposal was brought forth and it was considered a great deal, only he bailed. The thing that gets me is we lost \$5.00 in revenue and we would have had a building in fairly good shape. As far as this Town owning buildings, every building in our history goes to hell in a hand basket

awful quick. You have Simpson School that is an eyesore, violates one of our ordinances. It doesn't matter because we are the biggest violator of every ordinance we have. Mrs. Zandri made a nice and logical suggestion; sell the eyesore and a non-profit building across the street that does nothing but cost us money every year, and you put that money into that building over there, I don't care if it is just the first floor or just paint the building and do nothing. Thank you.

Jack Agosta, 505 Church Street, Yalesville stated, this will pass because that's the way you always do things. That is exactly the way you will do it again tonight.

John LeTourneau, 3 Regent Court asked if the possibility for obtaining urban grant money has been explored to fix the building with?

Mayor Dickinson responded, the urban grant money is very complicated process. It involves having to show that you are benefiting the community in a variety of ways. I think it would be very difficult to show that with that building. Any intensive use there would require parking and I am not sure we have the parking, given how we use the parking now for this building to justify an intensive use in that building. That was one of the concerns regarding the architect using the building; being able to identify enough parking spaces to allow him use of the building. Given our experience with those (urban grant) funds, those funds were the one applied for for the railroad station and there were components available to put private property...it is a very complicated process.

Mr. LeTourneau stated that he understands that because the Preservation Trust had a similar situation with the funding process but he feels it should still be looked into if the money is available or if there is just a flat "no." If the use of the building was for something like the cultural center, it would benefit the whole town and that grant money might come into play.

Patricia Sittnick, 139 Prince Street stated that the demolition does not have to be done now, the building is sound. Like a tree, once the building is down, you will not be able to replace the craftsmanship inside, the staircase, fireplaces, etc. Once it comes down, you will not be able to put that kind of a building back up. We are going to lose some history. The building is sound enough to stay as it is and perhaps those coming up after us will have good ideas of how to use it. The rendering for the gazebo is different this time around. It is back a little further and looks a little smaller which would be good. Please remember the impact on the neighborhood. I know we want the center of Wallingford to be a viable place for everyone in town. Keep in mind it is a neighborhood and we need to protect our neighborhoods as well. We need to think of the size if you are going to take that building down and put something in its place, either a garden or a gazebo. I think a small band shell can be attached to the house, similar to a house on South Main Street that has a gazebo porch attached to the house with something behind it for acoustics. I don't think the house has to come down. It is a house, not a building. It can be fixed minimally and last a long time.

VOTE ON AMENDMENT: Doherty, Knight, Parisi, Rys & Toman, aye; Brodinsky, Farrell, Papale and Vumbaco, nay; motion passed.

Mr. Vumbaco stated, I think the reason to build this gazebo is just a ruse to get permission to tear down the building. I cannot support it, I vote no.

Mr. Toman stated, I am going to vote yes but I am going to ask the Mayor to exercise as much creativity as possible going forward with this project and to interchange the word gazebo for meeting place when we finally get the plans.

VOTE ON MOTION AS AMENDED: Doherty, Knight, Parisi, Rys & Toman, aye; Brodinsky, Farrell, Papale and Vumbaco, nay; motion passed.

ITEM #10 Report Out by the Town Engineer Regarding Past and Future Prospects to Widen Route 68 from North Plains Industrial Road to Route 150 as Requested by Councilor Mike Brodinsky

Mr. Brodinsky stated, as everyone knows, getting from the east side of town to the west and the west side to the east side, especially during rush hour is, has been and will be difficult. One of the choke points is Route 68 where it goes under Route 15 near the site of the old Ebb Tide Restaurant and proceeding towards where Rte. 150 turns across the Quinnipiac River. Traffic is jammed up there all the time. It slows travel back and forth across the various sides of town. I've thought many times, if only there was a way to widen that section of Rte 68 and ease that congestion. I brought that question to John Thompson, Town Engineer in February or March. I found out that he had done some substantial work on that and had given substantial thought to trying to solve the problem. I thought it would be useful for John to come here tonight and tell us where we stand on that problem, what we can do about it, if anything, and just what your efforts have been.

John Thompson, Town Engineer reported, in 1987-88 the Town had undertaken a CT. Route 68 Corridor Study that went from the Cheshire town line to Durham and identified a number of projects that are now moving forward into construction. In 1995-96 the Town also independently undertook the U.S. Route 5 Traffic and Land Use Study of Route 5 from the center of town up to the Meriden town line. That project also identified a number of issues and opportunities for improvements, some of which have been done by private developers. Because of the number of developments that were taking place (Wal-Mart, Lowe's Home Depot) we needed a comprehensive plan of what might happen in this area with respect to build-out of the vacant land and more intense use of the undeveloped land. In 1999-00 the plan was taken to the South Central Council of Governments (SCCG) which is the regional planning agency for the Wallingford area and presented this concept that we needed to look at this area to see what would happen in the way of build-out and what we might need in the way of roadways to accommodate those traffic projections. There were no monies available to undertake the study

at the time the presentation was made to the S.C.C.G. Approximately March, 2001 an opportunity presented itself for us to present a request to the State to undertake the study. A meeting was set up with the State D.O.T., S.C.C.G. in early March 2001 which I would categorize as a very, very positive meeting. We talked about the framework of the study, who would manage the study, the scope of it and basically the focus of the study was to identify projects that possibly could be done in the future in terms bridge projects, widening of Rte 68 or improving intersection passes. We left that meeting with a clear indication that everything was finally starting to move ahead and I was shocked 2-3 weeks later when I received a letter from the D.O.T. that said the department does not support such a study at this time, period. That caused me uncertainty so follow up conversations were held. I never got clear indication of what they meant by "could not support it." Six months ago I began the process again of asking the question, what did it mean that the department couldn't support this project? I wrote to D.O.T., the S.C.C.G. and asked for clarification of the process of getting this study underway. The D.O.T. basically said, they could not support the project because they felt that it was going to lead to some very complicated and costly construction projects in the future that would be burdened by environmental concerns and massive financial commitments. I expressed my feelings that to not address long term planning projects was remiss on our part and I believe we still have to look to the future as to how we are going to get these projects done whether they are complex, costly or environmentally sensitive. There are some traffic operational problems out there that need to be addressed. At this point the S.C.C.G. has indicated that we have several options to pursue this if, in fact, we want to pursue it. We can continue to advocate with the state that they include this type of study on their master transportation list for the State; we can continue to advocate, as a second course of action, that this project gets included and funded through the S.C.C.G., or we could, as a town, recognize the importance of this area at the north end of Wallingford and, as we did with the U.S. Rte 5 study and the Rte 68 study, fund it and manage it ourselves.

Mr. Brodinsky asked, what is your judgment as to whether or not, in the future, the attitude at the state level might change? Will opportunities open up under alternative #2? Are we at a dead-end here with respect to your first two alternatives? What is your prognosis?

Mr. Thompson replied, I can quote what Herb Bernstein who is the assistant executive director of the Council of Governments indicated in response to a letter from me to him which reads, "We now have a new commissioner and we now have a new manager and division director of the Planning Bureau that it might be well-worth our efforts to try again." My personal feeling is, in getting a response from them, in the beginning of this month is, their position has not changed in terms of the funding of this project and we clearly are not going to, in the near term, get their support for the undertaking of the study. Quite frankly, without the D.O.T.'s involvement and cooperation, we would be undertaking a study that would be problematic. We want to work with them seeing that these are all state highways under their jurisdiction. It wouldn't be prudent on our part unless it we had at least a sense that they would be willing to work with us.

Mr. Brodinsky asked, what is the most optimistic statement we can make; that things look grim and for the near term, but we shouldn't give up and keep looking for opportunities or ...

Mr. Thompson did not feel that we should give up.

Mr. Knight stated, when all the studying and everything is said and done, I don't think you have to be a traffic engineer to figure out what the problem is in that area, it is that underpass, period. All the other environmental factors and widening, etc., that is the problem. Is that what the state is addressing?

Mr. Thompson replied, it is one of the problems along the Rte. 68 corridor. The intersection of Rte. 68 and 150 has a history of being under-capacity. It is operating over capacity right now.

Mr. Knight stated, that was just improved a few years ago.

Mr. Thompson continued, it is still, with the new development, with the Sears, Shaws, Home Depot and Wal-Mart, because most of the traffic from the west side of town has to go through that intersection, it still continuing to operate at a less-than acceptable level of service. It is the intersection, the bridge on Rte. 68 over the Quinnipiac River which has a constraint, it is the underpass under the Wilbur Cross Parkway, it is the intersection of Rte. 68 and North Plains Industrial Road. Even though that was recently improved, it was improved only within the constraints that they had the right of way to do it. We asked for more improvements at that intersection, they weren't able to do. There is also a problem and the state, interestingly, has come to us about the Rte. 5 connector and Rte. 68 and has asked the Town to look into making changes at that intersection to make it work. We have a number of issues along Rte. 68 from North Main Street Extension west through the intersection of Rte. 150 that create capacity problems and yes, they do have to be dealt with and no, you don't have to be a traffic engineer to know where the problems are. You identified one of the biggest.

Mr. Knight stated, it seems to be the state's attitude that they don't want to go there because that is going to be one expensive project. Pushing, pushing, and pushing along with changes of the cast of characters up at D.O.T. is going to be, hopefully, in our favor. It couldn't be any worse than what you are saying. South Central Council of Government seems to be the place through which you would make your efforts?

Mr. Thompson answered, if the Town believes that this, in fact, is a battle worth fighting, and I personally believe it is a serious issue for east/west traffic through town, then I believe that the most appropriate avenue would be continue to work with the SCCG to see what we can do in terms of advocating this kind of study.

Chairman Parisi asked, every time a new business, industry or shopping center come in, we do a traffic study?



Mr. Thompson answered, that is correct.

Chairman Parisi asked, when do you think we will do the traffic study that says you can't build because the roads won't take it? Do you ever think that will happen?

Mr. Thompson answered, we got to that point when we were doing the Home Depot. The majority of traffic for Home Depot went through that intersection and the capacity of the intersection was already strained prior to Home Depot and was further burdened when Home Depot traffic was added to it and that was as close as we came to a actual denial of project or consideration of a denial of project because of traffic volumes.

Chairman Parisi stated, no one has ever said it is too busy; there is no capacity.

Mr. Thompson replied, that intersection was a capacity issue that played into the denial of the expansion of the gas station at the southeast corner, the Mobil gas station had made an application for...

Chairman Parisi replied, Mr. Rys and I objected to it.

Mr. Thompson continued, and traffic did have a bearing. That project was ultimately denied because of traffic issues.

Chairman Parisi replied, right, that was the issue we raised, but it was just by chance that we happened to be attending a Planning & Zoning Commission meeting because, quite frankly, I believe our testimony was very important to the decision that was made because I did not see anyone arguing on our side that it was over capacity and that it was dangerous to put a market on that corner which is what the proposal was. Again, I ask the question, when will enough be enough or are we just going to keep feeding cars into there and making people's lives miserable? I don't know that any more traffic there would matter because it is the most miserable place on earth as it is. If you want to get home by 4:00 p.m., you better start out; it is from 3:30 p.m. on that the traffic is just impossible there.

Mr. Thompson answered, that section of Rte. 68 is a problem location and it gets worse with every new...

Chairman Parisi replied, it almost goes back to North Main Street Extension. Believe me, I am very familiar with it but it has been seven years and we keep dumping stuff there. When is enough enough?

Mr. Farrell asked, if we were to fund the study ourselves, any idea of what that would cost?



Mr. Thompson replied, when we were discussing the cost framework with the D.O.T., we were probably in the \$150,000 to \$200,000 range in looking at both traffic and land use issues. I think the Town can do it less expensive than the state because we don't have as many processes to go through as the state does.

Mr. Farrell asked, if we did that, there are still sites on Rte. 5 that could be further developed. Would having the study in our back pocket be a way to get some of those proposed future businesses to pay for what has got to be a multi-million dollar to fix the underpass?

Mr. Thompson answered, that is correct. When we did the U.S. Rte. 5 Traffic and Land Use Study, that identified a number of improvements that needed to be done and once they were identified by the town, when a developer came in, it was easier to say, this is what we need in this area. We had a plan that was adopted by the Council and Planning & Zoning Commission so having that plan allowed us to quickly or more easily require a developer to implement those improvements. The underpass that seems to be the heart and soul of this issue is CT. Rte. 15, the Wilbur Cross Parkway over CT. Rte. 68, both of those are state facilities that are beyond the jurisdiction of the town. I don't want to misrepresent or mislead the Council to suggest that I have an answer or some unique ability to get that done. It clearly has to be a cooperative venture between the Town, region and state. Just because you fund it doesn't necessarily mean that it is going to be achieved. We have to have the state's participation in identifying how it would be done.

Mr. Farrell stated, did the expansion of the Wilbur Cross overpass down by Yankee Silversmith come about in part because of the traffic studies that we did and we were able to use those to get that as freebie?

Mr. Thompson answered, to some degree. We had actually recommended a greater level of improvement along that section of Rte. 5 from the ramps on the north side of the parkway to the south side. The state was so far along in their designs that they were unable to accommodate the request. I think we are seeing some of the impacts of that already with the congestion that occurs there during the afternoon peak period.

Mr. Farrell stated, \$150,000 is not chicken feed but, at the same time, if you look down Rte. 5 you see the old K Mart site, the old Stars site, the old Yale Motor Inn site; several sites going up dead man's hill, all that still could be developed that if those are going to come before P&Z in the next couple of years, it would seem well-advised to spend the \$150,000 to try and get a couple of million dollars in improvements here and there. It is very obviously needed.

Mr. Thompson commented, improving Rte. 5 so that you have a uniform cross-section with two lanes in each direction and a turn lane in the center would be a very expensive proposition. Having a plan in place that shows what it might look like and how it could be done would help us as we reviewed development applications.

Chairman Parisi asked, on a Saturday morning about 11:00 a.m., traveling north on Rte. 5, traffic is backed up almost to Center Street. Yet, once it hits up at K Mart where we did all the improvements to the road, it becomes two lanes for that stretch and thins out. Then it bottlenecks again and you have everyone cutting each other off, trying to get into line. How much reconstruction would we have to do on Rte. 5 to accommodate the traffic?

Mr. Thompson replied, there are a number of sections of Rte. 5 that have that "hourglass" effect; two lanes down to one. One of those is just south of the old Ryerson Steel building south of the K Mart site. That narrows down to one lane in each direction and would have to be widened out. You have the section further north towards the old K Mart site where the garden center is. That, again, widens out and narrows down. Where we have seen the improvements made by the developers of the major developments, traffic does operate better. When we get back into the situation of going from 4-5 lanes across to one or three in each direction, we have the lack of courtesy of the drivers when you are merging and weaving.

Chairman Parisi stated, I don't think there is enough land for all the road improvements that you would need to make that highway safer to travel.

Mr. Thompson stated, when Lowes was still a pending application and we had looked at the widening of Rte. 5 to coincide with the two lanes in each direction and a turn lane, they were prepared to fund it. There appears to be adequate right-of-way for those improvements without the need for any acquisition. Clearly it is an expensive proposition but a major development or state project could certainly fund it.

Chairman Parisi asked, are they going to fund the rest of the changes that are going to be made in that area?

Mr. Thompson stated, there is project or pending proposals.

Chairman Parisi stated, it was told to me that P&Z was going to put another island in there and make it a one way turn.

Mr. Thompson stated, there is an approved project for another Dunkin' Donuts just north of the Chili's facility and if that were to go ahead, one of their obligations would be to widen Rte. 5 a little bit further and extend the median from the Home Depot driveway up to Circle Drive.

Chairman Parisi stated, I am familiar with someone who wanted to develop a piece of property up there and I think they were denied based on traffic pattern.

Mr. Thompson answered, the application was withdrawn, it was never brought to...

Chairman Parisi continued, it didn't go because it wasn't going to go.

Ms. Doherty asked, does the state have some kind of priority list as far as the state roads are concerned and is this on it?

Mr. Thompson replied, yes, the Master Transportation List and no, this is not on it because it has not risen to the level of priority in terms of what the state believes on a statewide basis is necessary. I think it is incumbent upon us if we believe these are important issues to us that we work with them in getting them to a priority level.

Jack Agosta, 505 Church Street, Yalesville asked if accident statistics from that area were presented to the state?

Mr. Thompson answered, only specific accident data that was presented as part of the various development applications. One of the tasks of this proposed study would be to look at the accidents specifically for the corridor. No, in any discussions with the state, was there any specific accident analysis.

Mr. Agosta asked if the Town has asked for Rep. Mary Fritz's assistance with this?

Mr. Thompson answered, no.

Mr. Agosta stated, she lives in the neighborhood.

Mr. Thompson stated, I have a list already for Rep. Fritz; if you think this is appropriate, we certainly can add it.

#### No Action Taken

ITEM #11 Consider and Approve a Transfer of Funds in the Amount of \$5,000 from Self-Insurance Claims Acct. #001-1603-800-8380 and \$12,000 from Contingency – Gen. Purposes Acct. #001-7060-800-3190 for a Total of \$17,000 to Professional Services – Lawyers Acct. #001-1320-901-9002 - Town Attorney

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

VOTE: All ayes; motion duly carried.

ITEM #12 Executive Session Pursuant to Section 1-200(6)(E) of the CT. General Statutes With Regards to Statement and Strategy with Respect to Collective Bargaining - Personnel Director

ITEM #13 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes with Respect to the Purchase, Sale and/or Leasing of Property – Mayor

Motion was made by Mr. Knight to Enter Into Executive Sessions 1-200(6)(E) and 1-200(6)(D), seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The Council entered executive session at 9:35 P.M.

Present in Executive Session for Item #12 were all Councilors, Personnel Director Terence Sullivan, Mayor Dickinson and Asst. Town Atty. Gerald E. Farrell, Sr.

Present in Executive Session for Item #13 were all Councilors, Mayor Dickinson, Asst. Town Atty. Gerald E. Farrell, Sr., State Rep. Mary Mushinsky, Lynn Hoffman, Gary Baker, and Tom Burmeister of the Quinnipiac River Linear Trail Assoc.

Motion was made by Mr. Knight to Exit the Executive Sessions, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

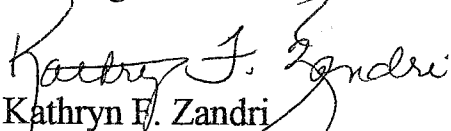
The Council exited executive session at 10:46 P.M.

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

VOTE: All ayes; motion duly carried.

There being no further business the meeting adjourned at 10:46 P.M.

Meeting recorded and transcribed by:

  
Kathryn F. Zandri  
Town Council Secretary

Approved by: Robert F. Parisi (by RR)  
Robert F. Parisi, Chairman

6-25-02  
Date

Rosemary A. Rascati  
Rosemary A. Rascati, Town Clerk

6-25-02  
Date

RECEIVED FOR RECORD 6-17-02  
AT 12:30 PM AND RECEIVED BY  
Rosemary A. Rascati TOWN CLERK