

TOWN COUNCIL MEETING

MARCH 14, 2000

6:30 P.M.

AGENDA

Blessing

1. Pledge of Allegiance and Roll Call
2. Correspondence
3. Consent Agenda
  - a. Consider and Approve a Tax Refund (#375) in the Amount of \$34.72 – Tax Collector
  - b. Consider and Approve a Transfer of Funds in the Amount of \$1,179 from Removal of Kerosene Tank Acct. #001-5015-999-9943 to Lighting Rail-Road Station – Public Works
  - c. Consider and Approve Transfer of Funds in the Amount of \$3,165 from Revenue Highway Safety Acct. #1050-050-5883 to Police Overtime Acct. #001-2005-101-1400 – Chief of Police Services
  - d. Approve and Accept the Minutes of the February 1, 2000 Town Council Meeting
  - e. Approve and Accept the Minutes of the February 8, 2000 Town Council Meeting
  - f. Approve and Accept the Minutes of the February 16, 2000 Special Town Council Meeting
  - g. Approve and Accept the Minutes of the February 22, 2000 Town Council Meeting

- h. Approve and Accept the Minutes of the March 1, 2000 Special Town Council Meeting
  - i. Approve and Accept the Minutes of the March 3, 2000, 5:30 P.M. Special Town Council Meeting
4. Items Removed from the Consent Agenda
  5. Consider and Approve Accepting a Donation from the Wallingford Rotary Club of a Thermal Imaging Camera – Department of Fire Services
  6. PUBLIC QUESTION AND ANSWER PERIOD
  7. Consider and Approve Four (4) Appointments to the Position of Constables for a Two Year Term to Expire 1/25/2002
  8. Consider and Approve One (1) Appointment/Re-Appointment to the Position of Alternate on the Zoning Board of Appeals for a Term of Three (3) Years to Expire 1/8/2003
  9. Consider and Approve Confirming One (1) Mayoral Appointment/Re-Appointment to the Position of Commissioner on the Public Utilities Commission for a Term of Three (3) Years To Expire 3/1/2003 – Mayor
  10. Consider and Approve Confirming One (1) Mayoral Appointment/Re-Appointment to Board of Ethics for a Term of Three (3) Years to Expire 3/1/2003
  11. Discussion and Possible Action on Approving the Addition of One (1) Part Time Payroll Clerk Position in the Department of Finance – Comptroller
  12. Report Out from the School Building Committee on a Complete Review of the Architectural Selection Process for the School Building Project and Possible Action on the Committee's Recommendation to Hire Jeter, Cook & Jepson Architects for Architectural Services
  13. Discussion and Possible Action on Waiving the Bidding Procedures for the Purpose of Hiring the National Golf Foundation to Study the Financial Viability of Harbour Ridge Golf Course as Requested by Councilors Tom Zappala and Robert Parisi

14. Consider and Approve a Transfer of Funds in the Amount of \$19,000 from Contingency – General Purpose Acct. #001-8050-800-3190 to Purchase Professional Services – Golf Course Study Acct. #001-1110-900-9003
15. Consider and Approve a Transfer of Funds in the Amount of \$2,500 from Employee Pension & Benefits Acct. #800-926 to Maintenance of Wells & Springs Acct. #800-614 – Water Division
16. Consider and Approve an Agreement Between the Town and Sprint Spectrum L.P. for the Installation of Antennas and Associated Equipment at the Gaylord Tank and Authorize the Mayor to Execute Said Agreement on Behalf of the Water Division
17. Discussion and Possible Action on Proposed Revisions to the Town Council's Meeting Procedures
18. Executive Session Pursuant to Section 1-200(6)(B) of the CT. General Statutes to Discuss Pending Claims/Litigation – Town Attorney
19. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Leasing of Real Estate – Mayor
20. Consider and Approve the Settlement of Pending Litigation in the Matter of Omnipoint Communications, Inc. v. Planning & Zoning Commission of the Town of Wallingford as Discussed in Executive Session – Town Attorney
21. Consider and Approve the Settlement of Pending Litigation in the Matter of Kalimian v. Town of Wallingford as Discussed in Executive Session – Town Attorney
22. Consider and Approve the Settlement of a Pending Claim Involving the Assessment of 909 North Colony Road as Discussed in Executive Session – Town Attorney

TOWN COUNCIL MEETING

MARCH 14, 2000

6:30 P.M.

SUMMARY

<u>Agenda Item</u>	<u>Page No.</u>
2. No items presented	
3. Consent Agenda – Items #3a-i	1-2
4. Withdrawn	
5. <b>Approve and Accept</b> a Donation from the Wallingford Rotary Club of a Thermal Imaging Camera	2
6. PUBLIC QUESTION AND ANSWER PERIOD – Sidewalk Repairs; Snow Complaint; Martin Luther King Day; Town's Bond Rating; Status of Rotary Club's Possible Donation to Wallace Park; Central Voter Registration System; Environmental Study – 34 S. Turnpike Rd.; Fallen Tree stuck on Wallace Dam; Pothole Complaint – N. Main St. Ext.; Status of Fish Hatchery; Wooding Caplan Update	2-7
7. <b>Approve</b> Appointing Mary Elaine Trahan-Kirkland, Alvin Gasser, III and James Rainey to the Positions of Constables for a Two Year Term to Expire 1/25/2002	6-7
8. <b>Approve</b> Re-appointing Steve Bertucio to the Position of Alternate on the Zoning Board of Appeals for a Three Year Term to Expire 1/8/2003	7
9. <b>Confirm</b> the Mayoral Re-Appointment of David Gessert to the P.U.C. Commission for a Term of Three Years to Expire 3/1/2003	7-8
10. <b>Confirm</b> the Mayoral Re-Appointment of Mary Conant to the Board of Ethics – Term to Expire 3/1/2003	9

<u>Agenda Item</u>	<u>Page No.</u>
11. <b>Approve</b> Adding One (1) Part-time Payroll Clerk Position in the Dept. of Finance	9-11
12. Report Out by the School Building Committee on a Completed Review of Architectural Selection Process for the School Building Project	11-16
● <b>Approve</b> Hiring Jeter, Cook & Jepson Architects for Architectural Services Pertaining to the School Building Project	11-16
13. Withdrawn	
14. Withdrawn	
15. <b>Approve</b> a Transfer of \$2,500 to Maint. of Wells & Springs Acct. – Water Division	17-24
16. <b>Approve</b> an Agreement Between the Town and Sprint Spectrum L.P. for the Installation of Antennas and Associated Equipment at the Gaylord Tank and Authorize the Mayor to Execute Said Agreement on Behalf of The Water Division	24-28
17. <b>Fail to Amend</b> Rule III of the Meeting Procedures Increasing the Public Question and Answer Period to 35 mins.	28-36
<b>Approve</b> Amending Rule III of the Meeting Procedures to Increase the Public Question and Answer Period to 30 mins.	
● <b>Amend the Motion</b> to Include that Each Member of the Public be Allowed to Ask One Question During Public Question and Answer Period and May Return to the Microphone if Time Remains in the 30 mins. Allotted to Public Question and Answer Period	36-38
<b>Approve</b> Amending Rule VI of the Meeting Procedures to Grant the Chairman Authority to Hold an Item off of the Agenda if the Agenda Becomes too Lengthy	38-44
Additional comments on Proposed Meeting Procedure Changes	44-47

Town Council Meeting

3

March 14, 2000

Agenda Item

Page No.

18. Withdrawn

19. Executive Session – 1-200(6)(D) – Purchase, Sale, and/or Leasing of  
Real Estate

47-48

20. Withdrawn

21. Withdrawn

22. Withdrawn

WAIVER OF RULE V

**Approve** SETTING A PUBLIC HEARING for March 22, 2000 at 5:30 P.M. to Conduct a Public Hearing, Consider and Act Upon a Proposed Ordinance Appropriating \$1,206,000 for the Acquisition of Approximately 47.06 Acres of Real Properties Known as George Washington Trail and 1364 Scard Road for Open Space/Watershed Preservation, and Authorizing the Issuance of \$1,206,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose

48

TOWN COUNCIL MEETING

MARCH 14, 2000

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, March 14, 2000 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:31 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Centner, Farrell, Knight, Papale, Parisi, Rys, Yumbaco and Zappala. Mayor William W. Dickinson, Jr. and Comptroller Thomas A. Myers were also present. Assistant Town Attorney Gerald E. Farrell, Sr. arrived at 6:42 P.M.

The Pledge of Allegiance was given to the Flag.

ITEM #2 No items of correspondence were presented.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve a Tax Refund (#375) in the Amount of \$34.72 – Tax Collector

ITEM #3b Consider and Approve a Transfer of Funds in the Amount of \$1,179 from Removal of Kerosene Tank Acct. #001-5015-999-9943 to Lighting Railroad Station – Public Works

ITEM #3c Consider and Approve Transfer of Funds in the Amount of \$3,165 from Revenue Highway Safety Acct. #1050-050-5883 to Police Overtime Acct. #001-2005-101-1400 – Chief of Police Services

ITEM #3d Approve and Accept the Minutes of the February 1, 2000 Town Council Meeting

ITEM #3e Approve and Accept the Minutes of the February 8, 2000 Town Council Meeting

ITEM #3f Approve and Accept the Minutes of the February 16, 2000 Special Town Council Meeting

ITEM #3g Approve and Accept the Minutes of the February 22, 2000 Town Council Meeting

ITEM #3h Approve and Accept the Minutes of the March 1, 2000 Special Town Council Meeting

ITEM #3i Approve and Accept the Minutes of the March 3, 2000, 5:30 P.M. Special Town Council Meeting

Motion was made by Mr. Rys to Approve the Consent Agenda as Presented, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #4 Items Removed from the Consent Agenda – Withdrawn

ITEM #5 Consider and Approve Accepting a Donation from the Wallingford Rotary Club of a Thermal Imaging Camera – Dept. of Fire Services

Deputy Fire Chief Peter Struble, Public Training Officer James Duffy, Chief Timothy Wall and Captain Sigovich from the North Farms Volunteer Fire Department, Mark Miller and President Dennis Doolittle of the Wallingford Rotary Club were all in attendance for this item of discussion.

Deputy Chief Struble explained that the Thermal Imaging Camera is valued at \$17,799 and will be used at all building fires throughout the community. He had the camera in his possession, activated it and passed it along to all the Councilors so they may observe its function; to see heat rather than light which will assist the fire fighters in finding unconscious victims in smoke-filled rooms, pinpoint the sources of fires and detect structural dangers before they cause injury and death.

Mr. Doolittle stated that he was pleased to be able to assist the Fire Department in obtaining such a valuable tool with which to save lives.

VOTE: All ayes; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Reginald Knight, 21 Audette Drive stated that he has noticed markings on the sidewalks throughout the town and is hopeful that this means repairs will be made soon to the areas.

With regards to a complaint he made at one of the last meetings regarding a large bank of snow and ice blocking the sidewalk at East Main and Center Streets, at that time he was told there are no sidewalks in that location. Due to the warm weather the snow has finally melted and, indeed, there were sidewalks beneath it. In fact, the sidewalk that he was told did not exist is now marked to have work performed on it so as to put in a handicapped-access ramp. He stated that since the snow was never removed after complaining, it is his opinion that no one had even bothered to check out the complaint. He brought to everyone's attention that the crosswalk button at the same intersection has not been operational for the past month.

With regards to Martin Luther King Day, Reginald Knight stated that the question of whether or not it be granted a Town holiday should have been a referendum question during the last local election. That way everyone would be informed of the public's opinion on the matter. It would take the burden off of the Mayor and/or Council for they could then say they were exercising the will of the people.

Mayor Dickinson explained that it would be a non-binding referendum.

Robert Sheehan, 11 Cooper Avenue asked if the State has made a determination as to who owns the dam on West Dayton Hill Road?

Mayor Dickinson answered, no. A trial on the matter has been scheduled for June.

Mr. Sheehan asked if the Town was going to court over the matter?

Mayor Dickinson answered, it is an administrative trial. There is an administrative hearing officer involved with D.E.P.

Jack Agosta, 505 Church Street complimented Comptroller Thomas Myers on the recent newspaper article regarding the bond rating of the Town. He felt that Mr. Myers was an asset to the Town. He asked what the \$10.9 million worth of bonds were sold for last week?

Comptroller Thomas Myers explained how the bonds were sold for a wide range of general purpose/public improvements projects such as Community Pool, the purchase of 41 Silk Street, 21-23 Silk Street, the purchase of Whirlwind Hill and Northford Road properties, 1070 E. Center Street, open space purchase associated with a small parcel of land in the Barnes Industrial Park, the West Side Tank project and the Seiter Hill and Fox Run water line extensions.

Wes Lube, 15 Montowese Trail stated that it was wonderful that the Rotary Club donated the Thermal Imaging Camera but it reminded him how last year a member of the Rotary Club indicated that there was going to be a substantial gift to the Park & Recreation Department for Wallace Park. What is the status of that? Has it been received or is it still pending?

Mayor Dickinson answered, nothing has been received and I don't believe that they have decided what they would like to do.

Mr. Lube asked, is there any contract that has been generated on the American Legion Building?

Mr. Parisi answered, it is in process.

Mr. Lube stated, the Town does not belong to the Central Voter Registration System (CVRS) of the State. Because Wallingford does not belong, the Secretary of State was unable to assist the John Hancock Company which is now in the process of converting from a mutual company to a stock company and perhaps hundreds of stockholders of long tenure, all around the state, they were entitled to a windfall as a result of this conversion and none of them were detected in Wallingford because of the Town not belonging to the CVRS. It is bothersome to keep hearing that Wallingford does not belong. Has the Council ever had this brought to their attention?

Mr. Parisi stated, no. I can't believe that one system would be the sole governing factor in finding someone who is eligible for money.

Mayor Dickinson stated, no one is required to be a voter. To use a voting list as the sole means of determining who might be a stockholder or have an ownership interest in a company, to me, is a flawed premise. I understand why they want centralized voting lists but at this point we are scheduled to become part of that system but we will maintain our own lists as well because I have heard that there are problems periodically with their system and I don't want us hostage to what the State may or may not do.

Mr. Lube stated that the Town had considered purchasing property at 34 S. Turnpike Road. At that time there was a rushed contracting to have an environmental study done to see whether or not the Town wanted to bid on the property at auction time to protect some of the property taxes on the property that were in arrears. The environmental study was referred to at length in the minutes but the study, itself, was never incorporated as part of the minutes. When he brought this matter up before he was referred to the Law Department where a copy was believed to be on file. Next year, who is going to remember where that study has gone to, he asked? It is supposed to be part of the Council's minutes. Are you going to incorporate the study into the minutes?

Mayor Dickinson stated that he was not aware of a study on the property.

Mr. Rys asked, what study?

Mr. Parisi also stated that he did not know what study Mr. Lubee was referring to.

Mr. Lubee stated that he had reviewed the study in the Law Department; it does exist.

Mr. Parisi directed the Council Secretary to obtain a copy from the Law Department and append it to the minutes of the meeting at which the item was discussed or to these meeting minutes.

Mr. Lubee stated, last Fall hurricane Floyd visited us. As a result, an entire tree became hung up on the Wallace dam. It has been there for some seven months. It is the entrance to our town yet it is a very poor picture of our ability to maintain our own property. He had approached John Thompson (Town Engineer) to ask him if the Town was still in dispute as to who had control of the Wallace Dam? Mr. Thompson had informed Mr. Lubee that a title search was completed and the Town owns to the base of the dam and since the tree hung over the Town's property, the Town was in the position to take care of it. Mr. Thompson stated that he had so informed Mr. McCully (Director of Public Works). That is as far as the issue got.

Mr. Parisi stated that he liked the sight and admired it each time he drove by.

Mr. Lubee asked if one of the Town Councilors is a liaison to the highway department (Public Works)?

Mr. Parisi answered, no.

Mr. Lubee asked if someone would inquire of Mr. McCully why we haven't taken steps to remove the tree from the dam?

Mr. Parisi asked the Council Secretary to make a note to call Mr. McCully.

Bernadette Renda, 753 N. Main Street Extension stated that there are many potholes on North Main Street Ext. coming off Route 68 and also on Route 5. It is dangerous to the individuals working on North Main Street Extension when the cars swerve to avoid hitting the potholes.

David Gessert, Chairman of the Public Utilities Commission stated that he has spoken with Bill Cominos (Gen. Mgr., Electric Division) about the tree on Wallace Dam. Mr. Cominos offered the assistance of the Electric Division to pull the tree off the dam, however, a volunteer is needed to place the cable around the tree. The equipment is available, the manpower is needed to place the cable around the tree.

Pasquale Melillo, 15 Haller Place, Yalesville asked what the status is of Mr. Farrell's fish hatchery proposal?

Mr. Farrell answered that work is currently being done to develop a list of people to notify. Several restaurateurs were able to provide lists of people who deal in wholesale fish. Quite a few lists have been obtained, we are trying to computerize them so it will be easier to announce our plans via a letter to everyone. It is in the works, it is just not moving as swimmingly as I would like.

Mr. Melillo next inquired about the Cooke Properties. What is the legal status of the matter?

Mr. Parisi stated, papers have been filed with the State by the Town Attorney. We have filed a petition for a declaratory ruling.

Mayor Dickinson stated, first there will be an administrative hearing process. It is unclear as to what that is. That is the first step.

Mr. Melillo next asked about the status of the Wooding Caplan property?

Mayor Dickinson answered, the architect is working on the design and talking to property owners.

Mr. Melillo asked, who will own the property? What happens to the Town's property?

Mayor Dickinson answered, the Town will end up owning approximately the same square footage area that we own today. Some swapping of property has been discussed. The final effect would be the Town owning approximately the same area that it does today.

Mr. Melillo asked, who will manage the property?

Mayor Dickinson answered, we will not manage any of the property other than what we own and that will be primarily streetscape and parking area.

Mr. Melillo asked if the Town will collect property taxes from the private businesses there?

Mayor Dickinson answered, what ever properties are located there that are privately owned would pay taxes.

The Public Question and Answer Period was closed at this time.

ITEM #7 Consider and Approve Three (3) Appointments to the Position of Constables for a Two Year Term to Expire 1/25/2002

Motion was made by Ms. Papale to Appoint Mary Elaine Trahan-Kirkland, Alvin Gasser, III, and James Rainey to the Positions of Constable for a Two Year Term to Expire 1/25/2002, seconded by Mr. Zappala.

VOTE: All ayes; motion duly carried.

James Rainey was sworn-in by Town Clerk Rosemary A. Rascati at this time.

ITEM #8 Consider and Approve One (1) Appointment/Re-Appointment to the Position of Alternate on the Zoning Board of Appeals for a Term of Three (3) Years to Expire 1/8/2003

Motion was made by Ms. Papale to Re-Appoint Steve Bertucio to the Position, seconded by Mr. Zappala.

VOTE: All ayes; motion duly carried.

ITEM #9 Consider and Approve Confirming One (1) Mayoral Appointment/Re-Appointment to the Position of Commissioner on the Public Utilities Commission for a Term of Three (3) Years to Expire 3/1/2003 – Mayor

Motion was made by Mr. Rys to Re-Appoint David Gessert to the Position for a Term of Three Years to Expire 3/1/2003, seconded by Mr. Farrell.

Mr. Gessert is currently the Chairman of the Public Utilities Commission.

Mr. Brodinsky complimented Mr. Gessert on how well the recent P.U.C. meeting pertaining to the electric rates reduction was conducted. There is still, however, some issues that are troublesome to him about the rate reduction. He referred to Section 7-222 of the CT. General Statutes which requires a minimum profit or return on net plant of 5%

and a maximum of 8% yet, the new rate reduction that was passed by the P.U.C. and subsequently passed by the Town Council seems to set a return on net plant substantially below that 5%, at least according to the P.U.C.'s consultant, Black & Veatch. He asked Mr. Gessert for his opinion as to whether or not that rate schedule is in conformity with 7-222 or not?

Mr. Gessert replied that he had talked to Ray Smith (Director of Public Utilities) on that matter and the Electric Division is pursuing a legal opinion on that to find out exactly where the compliance is, how that figure is calculated and if we are, under the current regulatory status, still obligated to that type of figure. We are doing some research on it and will report back to the Council on it is that is the wish of the body.

Mr. Brodinsky asked, why wasn't that research done before the new rate schedule was adopted? If it is a question worth researching, it might have been better to do the research before.

Mr. Gessert replied, the question of 7-222 came up afterward.

Mr. Brodinsky asked, were you aware of the mandate of 7-222?

Mr. Gessert answered, about ten years ago we had some interesting discussions about that and I think at that time it resolved itself to the point that if you averaged, in that 5-8% range over a period of time, we were told at that particular time that that would be acceptable and that it did not necessarily have to be right on the money, 5-8, year in and year out. That was the last time we had any dealings with it and it seemed to be resolved at that particular time but we are researching it again.

Mr. Brodinsky replied, I was also aware of that opinion; that you could average it so long as it falls within the target for the average but the average for the next three or four years is clearly below the 5%; you are aware of that?

Mr. Gessert answered, that is correct.

Mr. Parisi stated that he felt Mr. Gessert had done an outstanding job as a member of the P.U.C. and he is sure Mr. Gessert will continue to work at that level.

VOTE: Brodinsky abstained; all others, aye; motion duly carried.

Mr. Gessert was sworn in by Town Clerk Rosemary A. Rascati at this time.

ITEM #10 Consider and Approve Confirming One (1) Mayoral Appointment/Re-Appointment to the Board of Ethics for a Term of Three (3) Years to Expire 3/1/2003

Motion was made by Mr. Rys to Re-Appoint Mary Conant to the Position, effective immediately and expiring 3/1/2003.

Mr. Parisi stated that Ms. Conant was unable to attend the meeting this evening due to a scheduling conflict.

VOTE: All ayes; motion duly carried.

At this time Chairman Parisi announced that Items #13 & 14 were withdrawn from the agenda.

ITEM #11 Discussion and Possible Action on Approving the Addition of One (1) Part Time Payroll Clerk Position in the Department of Finance – Comptroller

Motion was made by Mr. Rys to Approve the Position, seconded by Mr. Centner.

Comptroller Thomas Myers explained, currently there is one full-time and one part-time payroll clerk in the department. If one of the clerks is out sick or on vacation, or if someone should leave employment with the town, the department will suffer serious consequences, therefore a second part-time position is being requested.

Mayor Dickinson stated, the payroll is processed once per week, not twice per month. The extra position will help to adequately staff the critical area.

Mr. Knight referred to page 3 of correspondence from Mr. Myers to the Council which states "The Town negotiated a very aggressive payroll calendar with the unions which becomes almost impossible when holidays occur." He asked what that meant?

Mr. Myers replied, there are very few employers our size who pay weekly. Back in the 1970s when the Town went to the timecard system, it began processing payroll weekly instead of bi-monthly. We do not have a standard pay week; we have several pay weeks, one of which, the most critical, ends at midnight on Saturday. We have to turn payroll checks out by the following Thursday. If you can imagine collecting time and attendance records through midnight Saturday, that leaves Monday, Tuesday and Wednesday to prepare that payroll. Throw a holiday in there or an employee absence due to illness; that is what is referred to as an aggressive payroll schedule. When the unknown presents itself, it becomes an impossibility. Payroll coverage is the real issue. We looked at whether or not we should increase to two full-time people but payroll has become such an intricate,

complex matter by itself, given the changes in payroll regulations and law that occur almost at least annually, I can't say that the Town would be well-covered by two full-time people. It becomes a matter of, if both people are out, to pull someone else off of another task or assignment to do the payroll occasionally, is improbable, impractical and it produces significant payroll errors. Federal taxes have to be paid electronically within a specific timeframe. Miss that date and it is an immediate fine.

Mr. Knight asked, will everyone be cross-trained?

Mr. Myers answered, the goal is to have three people fully-trained to do the payroll by themselves on any one given week.

Mayor Dickinson stated, also because of the computer project and the centralization of accounting, many of the payroll duties are being collapsed in the Finance Department which creates its own problem. You no longer have the information being put together and handed to the Finance Department to run checks. It is now the Finance Department producing the payroll for all of the departments. That has changed one of the work functions.

Mr. Farrell asked if we have looked at out-sourcing the function? He stated that his law firm uses ADP to do their payroll. He asked if that would eliminate the need for another position and the benefits that come with it?

Mr. Myers answered, we looked at out-sourcing. Part-time people receive no benefits from the Town. We would not eliminate any positions because we still need a person to input the data to ADP and the ADP charge exceeded the value of one and one-half part time people that we presently have.

Geno Zandri, 37 Hallmark Drive asked, why doesn't the Town go back to bi-weekly payroll?

Mr. Myers answered, it is an negotiable item.

Mr. Zandri asked, is it something we are pursuing? Is it a cost savings to the community? Is it worth pursuing?

Mayor Dickinson stated, to date, we haven't for a number of reasons, other items being more important, but it may be something that will get far more attention. There are different pay weeks and a number of other factors are significant problems in trying to collapse it into one pay week.

Mr. Zandri stated, it has to be investigated to see whether or not it is a cost savings to the community. That should be the first thing to look at; if it is, then it is worth pursuing regardless of what other things you negotiate.

Reginald Knight, 21 Audette Drive asked, why not have two full-time employees?

Mr. Myers answered, because of the subject of coverage. If both full-time employees are absent for any reason the payroll will not go out. Payroll is one due date that you cannot miss. He used the example, if one person is on vacation and the second individual came down with the flu, there would be no one to perform payroll.

Reginald Knight replied, both of them or even three of them could come down with the flu, especially in an office where people are breathing all over one another. There seems to be, in all businesses these days, they hire a dozen part timers instead of six full-timers just to evade medical benefits, etc. Is that the case here?

Mr. Myers answered, that is not the case here; the case is coverage. I don't see that two full-time people will provide the necessary coverage given the complexity of our payroll.

Reginald Knight stated, if payroll is that overwhelmed, I suggest that you hire three full-time employees.

Wes Lube, 15 Montowese Trail stated, when the budget was up for consideration, the personnel payroll detail addendum to the budget outlined a 53<sup>rd</sup> week for every employee on the schedule. That was part of the cost of paying weekly. That added up to several hundred thousand dollars; that is what it is costing us to pay weekly. To have people making \$60,000., \$70,000., \$80,000 and being paid weekly is a very, very unusual situation. In order to avoid the 53<sup>rd</sup> week, you should pay on the 1<sup>st</sup> and the 15<sup>th</sup> of every month.

VOTE: All ayes; motion duly carried.

ITEM #12 Report Out from the School Building Committee on a Complete Review of the Architectural Selection Process for the School Building Project and Possible Action on the Committee's Recommendation to Hire Jeter, Cook & Jepson Architects for Architectural Services

Don Harwood, Chairman of the School Building Committee, gave a brief overview of the architectural selection process followed by the committee beginning January 18, 2000 through March 6, 2000. (Appendix I)

An executive summary (Appendix II) listed the bid proposals received from four architectural firms; Antinozzi Associates, Inc., Fletcher-Thompson Architects, Friar Associates, Inc, and Jeter, Cook & Jepson Architects who submitted the lowest bid for not only the individual bids but the total bid package as well. If Jeter, Cook & Jepson (JCJ) were awarded all eleven school projects, compensation would be a lump sum of \$2,725,200. This equates to a reduction in fees of \$307,300 due to expected efficiencies during the design and construction phase. Any changes to the present scope of services would have an impact on the scheduled value of the firm's compensation. Such compensations will be in the form of a lump sum amount which shall be computed based upon six percent (6%) of the identified value of new construction and eight percent (8%) of the value for renovation.

Mr. Harwood stated that approximately \$500,000 would cover the initial architectural services for the concept design and to compile the information the committee needs to submit to the State Department of Education by the committee's September deadlines. Under the current ordinance there is sufficient funding to cover that cost. The goal of the committee is to have JCJ as their architect throughout the entire project. The one other issue that the committee is addressing is the hazardous material assessment which has to coincide with the initial phase of the project. Konover Swinerton (owner's representative) is currently working on a R.F.P. through the Purchasing Department. It is expected to have the RFP out and returned in rapid fashion in order for it to coincide with the architectural work that will be going on for the schematic design phase.

Mr. Centner thanked the committee for condensing the information into an executive summary report. It proved helpful in looking over the projects. He asked, how many local projects has JCJ participated in?

Mr. Harwood answered, the two projects the committee paid an on-site visit to was Snow Elementary School in Middletown and Ben Franklin School in Meriden.

Mr. Centner stated that he was impressed with the single source reduction of fees which amounted to almost a 10% on the overall cost of the project and noted that the JCJ's scale was very good on components outside of the project as well. He was pleased with the committee's recommendation to hire JCJ.

Mr. Harwood stated that JCJ also put some caps on some of the costs associated with reimbursables which is very important. They are reconcilable reimbursables but also gives the committee a ceiling to reimburse the costs. The committee also liked JCJ's proposal of a two team approach which allows one team to focus on a particular number schools with the other team focusing on the others. It gives the committee the ability to have some cross-over during the design so they are not replicating or reproducing everything if they

had gone with multiple architectural firms. The cost and project efficiencies evident with JCJ's proposal sold the committee on the firm.

Mr. Vumbaco stated that the package is a good one and the committee is to be congratulated. He asked, what type of latitude do the architects have in the design phase of the project? How much do they take on themselves to come up with the design versus... Ben Franklin is a beautiful school but are the occupants happy with the design of the building? Did the Board of Education or town government have input into the design phase or was a lot of the design done strictly by JCJ without input?

Mr. Harwood answered, JCJ made a strong commitment to get out into the schools. They initially stated up front that they would work with the schools, not only from an understanding of what the schools need but from a public relations standpoint working with the parents and with the administrators; it was very noteworthy during the review process. The committee focused on the importance of a very early on review meeting that would occur with the administration, from Dr. Cirsuolo's perspective, with the school principals and administrators in the school, with our owner's representative, the committee and the architect to really understand what and how we want to go at this. In visiting both Snow and Ben Franklin schools, the principals were asked for their feedback on the project and both were very complimentary of the interaction they had with the JCJ and the design flows and that was very evident of what we saw in the schools. JCJ's design philosophy is integrate, work with the multiple groups and, early on, understand how to start developing the architectural design.

Mr. Vumbaco suggested that the committee consider interacting the with students on the project; find out what they may think they want for the schools, too. The student's input is just as important and we sometimes disregard that source of information, thinking we, as adults, know what is best for them. They can have some good ideas as well. He asked, what is JCJ's sensitivity to the committee's deadlines?

Mr. Harwood answered, very high. It is the committee's clear intention, in structuring the contract, that they will be addressing the requirement to hit those deadlines and the negative impacts that will occur if those dates are not met. We are comfortable that JCJ can allocate the resources to meet the dates.

Mr. Brodinsky stated that he was impressed with the professionalism of the committee. He asked, is there a way we can make sure we get what we want by the time we want it? Are there penalties if deadlines aren't met?

Mr. Harwood stated that the committee and architect clearly understand the time frame and deadlines associated with the project. There isn't going to be any missing of deadlines.

Mr. Parisi followed up on the question asking, what happens if they don't make the deadlines? Will there be financial penalties for non-delivery of due dates without just cause?

Mr. Harwood answered, I anticipate there will be. The contract language has not been developed yet but it is our clear intention to have the best interests of the Town at hand to have a lever to make sure we get what we have contracted for.

Charles Bujold, Project Manager, Konover Swinerton (owner's representative) explained, the schedule that JCJ has presented to us is quite a bit more aggressive than the request that we had in the RFP. We are asking JCJ to submit completed schematic design much prior to when they are required by the State. I feel confident that as long as we monitor that and with the bi-weekly review process, we will be able to keep track of that and head off problems before they become serious issues. We have a very reputable and responsible firm here.

Mr. Zappala asked if the numbers presented for the renovation budget are sound numbers or simply projections?

Mr. Bujold explained, the EDO49 forms that were submitted to the State of Connecticut Board of Education were totaled by the state at \$43 million. As owner's representatives, we started with the \$43 million and started to back off system-wide fees and other related costs. We deducted a maintenance budget of \$130,000; we had \$1.5 million for possible land acquisition for athletic fields at the Lyman Hall High School and we deducted the asbestos abatement costs which is not part of the architect's responsibilities.

Mr. Zappala stated that there is a large amount of money set aside for renovations at Dag and Moran middle schools. He did not think that Dag and Moran were included in the project.

Mr. Harwood answered, the dollar values we are working with are those which came from the Board of Ed and were submitted to the State Dept. of Education. What we are going to find is, we will see a creep in numbers and reductions in numbers as we start to hone in on it, once we get the architect involved.

Ms. Papale asked, when all is said and done and the figures are going to change, will the committee come back before the Council before everything is changed? She was under the impression that no work was scheduled for Dag or Moran.

Mr. Harwood answered, those items voted on by the Council in the eleven school project was included. What the Council took action on in 1999 was inclusive of that. The items included for the middle schools were not addressed during the previous renovation project. That is why they are showing up again in what the Board of Ed has brought to you (Council). The committee will be back before the Council in early June to report out and, again, in August to present the entire package to the Council.

Pasquale Melillo, 15 Haller Place, Yalesville thought that it was too soon to be hiring the architect because too many issues have to be ironed out over the project. He was of the opinion that the matter was being presented in such a way as to make everyone think it was of emergency in nature and had to be dealt with by September.

Mr. Harwood explained that the actual deadline is set by the State Department of Education based on the committee's submittal to the state. There are very strict timelines that all communities have to follow based on submittal of projects through the State Department of Education.

Robert Sheehan, 11 Cooper Avenue stated, after the committee gets the schematic drawing, there may be something on the list that the committee does not want to do. Who decides whether or not that work gets done, the Council or the committee?

Mr. Harwood answered, the community was very well-served by those items that were value-engineered into the project as a result of the numbers. There may need to be priority setting. This (project) could come in far in excess of the number that was estimated. It is up to the Board of Education to come back to us and give us their impression. They may come back and say that they want to go for the whole thing and then it is up to Dr. Cirasuolo and his staff to review that with the Council. What is ultimately given to the committee is what we build as a committee and close out as a project.

Mr. Sheehan stated, I question why the money that is being requested for Dag and Moran this time was not brought up during the last project. If it was, was it cut out of that project?

Mr. Harwood answered, there was an education specification put together for the two middle schools last time around. It was a renovation project. It was not a full gut of that school by any stretch of the imagination, although there was approximately \$8 million spent at each school. That did not include the items that are being included in this current project.

Mr. Sheehan wished the committee luck and stated that he hopes they do as well as they did on the last project.

Mr. Harwood reminded everyone that the School Building Committee meetings are open to the public. He encouraged public input at those meetings.

Wes Lube, 15 Montowese Trail asked, what is the total architectural fee going to run, percentage-wise?

Mr. Harwood answered, the concept schematic design phase will cost approximately \$430,000. plus contingency allowance and reimbursable expenses. The design development phase will cost about \$1.7-\$1.8 million. The construction phase will cost about \$500,000+. The total is about \$2,725,000. for architectural services based on a base of about \$34 million. The total percentage of construction approximates about 7.9%. Their fee structure is about 7.9% When Southington started their project last year and hired Kaestle-Boos, they were running at about 7.5% We had a high percentage of 10.5% quoted in one of the bids for construction costs.

Mr. Lube stated, for those firms looking for work, this is a plum, would that be a fair statement?

Mr. Harwood answered, I would not call this a plum in the industry. A plum is a brand new building where they can put their signature on from an architectural standpoint. A plum is when you come into a community and you have a \$43 million new high school and it is your personal architectural firm and you are able to start from ground zero...that is plum. This is a renovation project, not something you have the opportunity to put that label on.

Mr. Lube asked if there has been any pressure put on the committee as a whole or any individual serving on the committee by any of the architectural firms themselves or any advocates of any of the individual architectural firms?

Mr. Harwood answered, no.

Motion was made by Mr. Rys to Hire Jeter, Cook & Jepson Architects for Arhcitectural Services Pertaining to the School Building Project, seconded by Mr. Knight.

VOTE: All ayes; motion duly carried.

Mr. Parisi stated that the committee was doing an excellent job and asked that they keep up the good work.

Mr. Harwood stated that he received a letter of resignation this week from Joseph Ferrara who will be stepping down from the committee.

ITEM #13 Withdrawn

ITEM #14 Withdrawn

ITEM #15 Consider and Approve a Transfer of Funds in the Amount of \$2,500 from Employee Pension & Benefits Acct. #800-926 to Maintenance of Wells & Springs Acct. #800-614 – Water Division

Motion was made by Mr. Rys to Approve the Transfer, seconded by Mr. Farrell.

Correspondence from Roger Dann, General Manager of the Water Division states how Well #3 was redeveloped in order to restore capacity which had declined over the previous several years, but this redevelopment failed to restore the well to expected capacity. As a result of a subsequent review of the procedures utilized by the vendor for redevelopment, it was agreed that the vendor will redevelop the well again at no additional cost to the division unless a greater than normal amount of chemicals, surging or an unanticipated repair is needed. However, in the event that some cost in excess of the normal redevelopment is incurred to complete the redevelopment, the division needs to have funds budgeted for this possibility prior to the start of work.

Mr. Dann explained, the division did not experience the return to capacity that it has been used to seeing after redevelopment of the well. The process that had been utilized to redevelop the well was reviewed with the vendor who determined that perhaps a different technique would have been more appropriate. That vendor has offered to go back in and redevelop the well, utilizing a different technique which will hopefully result in capacity restoration to what it normally had been.

The reason for requesting funds is so that in the event that something comes up during the course of that redevelopment or it is learned that it would be beneficial to add an additional day of treatment, whether it be surging or chemical addition, that we have available some funds to complete the work. It is hoped that the funds are not expended.

Mr. Centner asked if there is a point at which the well cannot be redeveloped?

Mr. Dann answered that is possible. We were concerned also that the well formation itself, surrounding the well screen, was beginning to become plugged to the point where it could not be restored. Based upon what has been historical recovery on the well, it did not

seem likely that we would have experienced that quite as quickly as was evidenced in that case. It is warranted that we give this another attempt to see if capacity comes back. If it does not then we would either have to look at some more radical approach to redeveloping it or we might have to then consider moving it to another spot.

Mr. Centner asked if the well has plenty of water in it?

Mr. Dann answered, the aquifer itself does. It is a matter of getting that water into the well.

Mr. Knight asked Mr. Dann to explain how, exactly, the redevelopment process works. He stated that the vendor who performed the redevelopment warrantee'd that we would get the results that we were hoping for and were willing to go back in and do it again at their cost.

Mr. Dann replied, they are willing to go back in and do it again at their cost. The agreement with them did not guarantee specific results. They have taken it upon themselves, having reviewed the process they used and the previous history, to go back in and make another attempt at it. The construction of a well involves the boring of a hole and placing well casing in the whole. At the bottom stainless steel screening, approximately 10" in diameter and 3 0' high, is placed to allow water into the well but retain outside of that the coarse gravel material that you are drilling into. Over time, because you are brining a lot of water through the immediate vicinity of the well, there is a tendency for small particles to begin to clog the pores in between the coarser material. It builds up and gradually reduces the ability of the area immediately around the well to transmit water into the well. That is evidenced by a reduced capacity. When that occurs, the remedy is to go in and utilize a combination of mechanical and chemical treatment to try and loosen up and remove those accumulations. The mechanical portion involves alternately raising and lifting a column of water within the well so you are now creating a surge from the area surrounding the well into the screen and then pushing it back out. You are trying to generate a high-velocity movement of water to loosen up material. That washes into the well and is then pumped out and exhausted. The other components involve some chemical treatment, both for the purposes of trying to help loosen up those materials through chemical oxidation and things along those lines. You may also alter and make it easier to remove the build-up of deposits; they may be calcium and things like that which can be resolved using chemicals. Each time you surge and then chemically treat, you should gain some additional capacity back. If you try to surge within the well screen itself, the configuration of the well screen is such so that it allows water to move around the outside of round blocks which are placed inside the well casing and are covered with a gasket-type material. The blocks help to make better contact with the casing walls because they are smooth. There is leakage around the outside of those blocks when you exert

pressure which then takes away your ability to create a surge out into the formation which is what you try to accomplish. In this case an attempt was made to put surge blocks down into the well screen area which is both smaller and prone to this bypassing around the surge blocks during the surge operation. The vendor was trying to get more cleaning of the screen itself. Although the screen ended up fairly clean, the amount of surging probably was not sufficient to restore the capacity of the well. This time they will go back to surging, utilizing the blocks up into the casing area. They have done this before on the same well with success so we believe, if the well is capable of being redeveloped, this will accomplish the task.

Mr. Knight asked, what was the cost of this redevelopment project?

Mr. Dann answered, the value of what the vendor is willing to come back in and do is just under \$7,450. The actual cost one year ago was more than that because there were repairs needed.

Mr. Brodinsky asked, what is the capacity of the well currently?

Mr. Dann answered, in the range of approximately 30 gallons per minute, per foot. We would hope to get back up in the range of 55-60 gallons per minute, per foot.

Mr. Brodinsky asked if Mr. Dann needed a bid waiver if the cost exceeds \$2,000?

Mr. Dann answered, it comes under a previous bid so no bid waiver is required.

Mr. Parisi asked, is there a reason why the original contract or agreement did not cover what the vendor was supposed to do?

Mr. Dann answered, it did not specify a guaranteed capacity when the vendor was done with the job.

Mr. Parisi asked why didn't it?

Mr. Dann replied, when you do this I am not sure they can guarantee it. They can go in and do their best job of redeveloping but if the well itself is beginning to plug up, no matter how much effort they put into it, they are not going to be able to get the capacity back. I am not sure you can ask for a guarantee that they can restore the capacity. If, after two days of treatment, we have restored 80% of the capacity and the feeling is that one more treatment, another day of service, you might get it back to 95% or 100%, we would like to have the option of then going ahead with the additional day of treatment. The goal here is to get back as close as possible to 100% capacity.

Mr. Parisi stated that he did not understand why there would be a problem if it was done once and then a year later we are having a problem with it declining in capacity.

Mr. Dann answered, it never came back to the capacity we expected. The initial treatment was not successful. This is an attempt to treat it a second time using a somewhat different approach. The well bottom was in need of repair and there was a need to go in and re-grout the bottom because there was a hole in it. The repair was done in conjunction with the redevelopment. During the redevelopment process we began to see pieces of stone being brought up which was too large to pass through the well screen. That necessitated some further inspection. Upon further inspections we found that the well bottom had failed and a repair was performed. Even though the repair was accomplished, the redevelopment process never resulted in the restoration of capacity as originally expected. In the past redevelopment always resulted in a substantial restoration of well capacity.

Mr. Parisi stated, if the job was done right the first time, wouldn't it have produced enough?

Mr. Dann replied, if the contractor had used a different technique the first time, we believe he would have had better success. He believes that to be the case also, that is why he is putting an offer on the table to come back in and do it a second time. We believe it is his mistake, yes.

Mr. Parisi stated that the vendor should not be paid anything; let him re-do his work and do it right and everyone will be happy.

Mr. Dann replied, the vendor's obligation is to do what would normally be part of the redevelopment process. You never really know whether you will need to surge for one day, two days, three days. You review that as the work proceeds to see what sort of recovery is being accomplished after each round of treatment.

Mr. Parisi replied, with all due respect, I would have thought that would have been in your bid. It should have been a point of your bid specifications.

Mr. Dann answered, it was. There was a standard procedure that he had to perform; that was the minimum. Then there were prices included for additional days of treatment or for additional chemical addition, if necessary.

Mr. Parisi asked, was it our fault or his fault that the additional days of treatment weren't done?

Mr. Dann answered that he could not recall if additional days were done over the base requirement one year ago. In the end, regardless, we were not getting the recovery from the technique being used. Additional days, using that technique, would not have resulted in any beneficial gain.

Mayor Dickinson explained, the contractor is going to do the normal redevelopment. If there is something in excess of that normal procedure, that is what the money being transferred is for.

Mr. Parisi stated, that is a very ideal situation to be working under. There is no risk or nothing to the contractor. If it doesn't work, he gets paid extra to rectify it.

Mayor Dickinson pointed out that Mr. Dann would know if something was extra-ordinary that needed to be done to the well. He asked Mr. Dann if he had a monitoring to determine whether or not something is beyond what would be the ordinary procedure?

Mr. Dann answered, we have experience from previous redevelopments to tell us what normally is going to be required for a well redevelopment. That is not always going to be the case and sometimes an additional day or an additional dose of chemical may result in some additional gain. While he is mobilized there and while the well has been removed is the time to make sure that we have completed the job. You make that decision based upon the results that have been achieved as each day of the normal treatment is achieved.

Mr. Parisi asked, does the contractor make that decision?

Mr. Dann answered, he makes that recommendation. If he makes that recommendation and if there are more funds to be expended then he doesn't proceed unless he has received our approval. One year ago we were not getting the recovery from the treatment that we expected so adding another day's cost with no reasonable expectation of further recovery did not seem warranted. In this case it appears that the problem was less the number of days that were being utilized than it was the surging technique, itself. The vendor tried something different and it did not work.

Mr. Parisi asked, would it have been a shortcut that he tried that did not work?

Mr. Dann answered, no, it was not a shortcut. It did not give him any less effort. I think he was trying to achieve two purposes and only achieved one, unfortunately, and it wasn't the one that we were more interested in obtaining.

Mr. Parisi stated, quite frankly I don't think it was done right. I would hope in the future, what ever corrections could be made, would be made. If someone is going to do work

they either do it to our satisfaction.....I don't like to have to put more money after something that we paid for already. He should have known what we needed and he should have met that need.

Mr. Dann answered, I think his offer to come back, even though there is no contractual obligation for him to have made the offer in my opinion, and perform the work is evidence of his concern that, in fact, he make good on the original contract.

Mr. Parisi agreed and commended the vendor for that but would like to see the work done at no cost to the Town which would make him even happier. He felt it was not the Town's fault unless we failed to make clear to the vendor what we were trying to achieve, in that case it would be the Town's fault.

Mr. Zappala shared Mr. Parisi's feelings. Mr. Zappala asked if there is someone else we could hire other than this vendor?

Mr. Dann reminded Mr. Zappala that the work is subject to a public bidding process. This is the vendor that was selected through that process.

Mr. Zappala stated that he will vote in opposition of the motion. He did not want to give this vendor any additional monies.

Reginald Knight, 21 Audette Drive asked if a "back flushing" would help the project at all?

Mr. Dann answered, the surge process does generate a "back surge" into the formation surrounding the well screen. It is pushing the water out into the formation and then drawing it back in to loosen up the particles that cause blockage.

Reginald Knight asked, could the well be tapped out; could there be outside sources to which the water is being diverted?

Mr. Dann answered, there is a chance that the well may not be able to be restored to its full capacity but that does not mean that the aquifer does not contain the water. The water is there; it is a matter of being able to extract the water through this well. Over time a well can become permanently plugged as such that it cannot be redeveloped. This particular well has manganese in it. In an aquifer formation, with manganese, over time the manganese may begin to coat and build up on the coarse media that is immediately surrounding the well screen. We may not be able to remove all of that coating. Over an extended period of time you may even get to the point where the well cannot be

successfully redeveloped. I think we are just limited in our ability to bring water into the well. This process is designed to remedy that problem.

Reginald Knight agreed with the course of action taken to date; step by step.

Geno Zandri, 37 Hallmark Drive stated that the way he understands it, a firm was hired to go through the process to straighten out the well. The method used the first time did not work. The vendor has agreed to come back and Mr. Dann and the vendor have both agreed on a new method they figure will work.

Mr. Dann answered, that is correct.

Mr. Zandri stated, the only additional dollars that are going to be given to the vendor is if Mr. Dann agrees that one more step or treatment will potentially enhance the flow from the well. The vendor may not get any additional dollars if the results are not to Mr. Dann's satisfaction.

Mr. Dann agreed stating, it is our hope that we don't expend any additional money but we don't want to get to a point where the well is 90% recovered and we think that through an additional day's work we can get it back to 100%.

Mr. Zandri asked for clarification, the additional \$2,500 is going to be a judgment call on Mr. Dann's part with the contractor?

Mr. Dann answered, yes.

Jack Agosta, 505 Church Street, Yalesville asked, are any of the wells in town located near abandoned gas stations?

Mr. Dann answered, not to our knowledge, no.

Mr. Agosta expressed concern over the MTBE additive that is found in gasoline to cut back on emissions. He has read literature which states that the MTBE has been found in many wells. He asked once again if any of the town's wells were located near abandoned gas stations?

Mr. Dann answered, specific to our three production wells, we have seen no indication of that compound at this point in time. It is a concern to the industry because it is widely utilized and is mandated to be utilized in gasoline. It is very mobile in groundwater so if it has leaked into the groundwater it can move much more quickly than other components that you might find in a gasoline mixture. We have not seen it. Whether or not private

wells may be susceptible to it or not really would be a function of their proximity to any source. It does not have to be an abandoned gasoline tank, it could be an active tank.

Mr. Agosta stated, there are a lot of gas stations in our town that have been abandoned. According to state law the tanks have to be out of the ground within one year. In contacting D.E.P., I have learned that the Shell station on Center Street has been cleaned; the two Shell stations on Colony Street, the tanks are still in the ground; the Amoco Station on Colony Street has been closed for more than ten years and the tanks are still in the ground. I sent the Health Director a letter about the tanks and I think the Town should push the state to get these people to take the tanks out. The Amoco station will never be sold because no bank will hold a mortgage on the property if the tanks are in the ground.

Pasquale Melillo, 15 Haller Place, Yalesville stated that the request should be approved.

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

ITEM #16 Consider and Approve an Agreement Between the Town and Sprint Spectrum L.P. for the Installation of Antennas and Associated Equipment at the Gaylord Tank and Authorize the Mayor to Execute Said Agreement on Behalf of the Water Division (Appendix III)

Motion was made by Mr. Rys to Approve the Agreement and Authorize the Mayor to Execute Said Agreement, seconded by Mr. Knight.

Mr. Farrell stated, we try to discourage monopolies, cellular towers, in leasing out space on our water tank we are doing that in part. How many spaces are there on the tower for these connections and does the lease to Sprint Spectrum include all of those positions? Will Spring Spectrum have exclusive control of all of the positions so that it would preclude other cellular carriers from locating on the tank and therefore making further monopolies necessary?

Mayor Dickinson answered, we would encourage the use of existing structures or facilities and we have sent information of that kind up to the Siting Council and I hope that they can help us with what the coverage of the town is by using existing facilities and structures owned by the Town or perhaps other parties. I believe that this is not exclusive but no one else could look to locate on this tank if it interfered with the ability of Sprint to use it effectively in the way it is designed.

Assistant Town Attorney Gerald Farrell Sr. concurred with the Mayor saying, it is not exclusive although other installations would not be permitted that would interfere with Sprint's ability to use it.

Mr. Farrell asked, do we understand what any of the objections may be? Sprint may claim that additional installations may interfere with their service but do we know that for sure? Do we have an understanding of this technical issue?

Roger Dann, General Manager of the Water Division stated, this is an issue that we have specifically addressed with Sprint; in the design of their facilities we do not want them in any way to preclude our ability or someone else's ability to utilize the site. That will carry through the design review stage where we will look to make sure that attachments are designed so they can be readily used by another carrier. The mounting of the antennas should be specifically designed so that there is adequate clearance for another set of antennas to be installed without creating the interference problem that they would be concerned about. They indicated that they are agreeable to that. We are probably limited to two carriers on that tank, as a practical matter, because of the concerns over cable runs up to the top. It does not mean that we would preclude an attachment to the outside of the tank but at that point it becomes somewhat an issue of aesthetics and somewhat an issue of what is the mechanical needs of the attachment. It is a brand new tank and paint system and the last thing we want to do is start welding to the outer shell and create problems.

Mr. Knight asked Mr. Dann to review the terms of the agreement. He asked, after an initial rent payment of \$100, the compensation to the Town would be \$2,000 per month?

Mr. Dann answered, correct.

Mr. Knight asked, is the first term of the agreement for five years, renewable for three more five year periods plus a four year period?

Mr. Dann answered, yes. Each renewal brings with it a 15% inflationary factor added onto the rental payment.

Mr. Knight asked, with this agreement are they obligated to make these payments for five years whether or not there are technology changes and they find they don't need to utilize the equipment?

Mr. Dann answered, they don't have that obligation. They, with relatively short notice to us, can decide they are no longer interested in utilizing the site for the technology has changed or whatever the case may be. They have two obligations; one is to restore the site to as near as possible its original condition and secondly, under those circumstances where they simply decide to walk away from it, we negotiated a termination clause which requires them to pay us six months rent.

Mr. Knight asked, had they approached the town regarding any other potential sites?

Mr. Dann replied, we had indicated to them other sites that we had that we thought they might be interested in; they have not expressed any interest in those sites.

Mr. Brodinsky asked, is this agreement required by federal law? Do they have a right to site it there if there is no other alternative spot? What happens if we say no?

Mr. Dann answered, I think they will look for an alternate site. Given the location and coverage area they are looking for, which is the west side of the town, there are very few existing structures that are suitable. I assume their next course of action would be to find a site where they can construct their own tower.

Mr. Brodinsky asked, federal law plays into this because they have a right to site towers in towns, not just Wallingford?

Mr. Dann answered, I believe they have an obligation to provide a broad coverage area. They are one of the entities that has to provide broad coverage rather than the more limited coverage along the I-91 or I-95 corridors.

Mr. Brodinsky asked, how was the \$2,000 per month negotiated? Is that a standard rate or a give and take between Sprint and the Town?

Mr. Dann answered, it was the subject of considerable negotiation. That is not the starting figure. We invested some effort in trying to find out what other sites were bringing in and we tried to negotiate to the best of our ability the best possible deal that we could. I feel we are on the high side of the spectrum as far as that monthly rental.

Mr. Brodinsky asked, is there any other land owner that shared with you the rent that they were getting for a comparable antenna facility?

Mr. Dann answered, there were a number of other utility sites that we were able to make contact with. There was a range; the low being around \$1,000 per month. There may have been one or two sites that were somewhat higher. The sites do vary depending upon their specific needs and depending upon how well your tank is situated, what the coverage is and what the other alternatives are which will determine what they are willing to pay for it. It took quite some time to negotiate this, we have been at it for about a year, this is more than what they wanted to pay.

Mr. Centner referred to paragraph 7 of the agreement stating, during the equipment installation, will we have someone from the Town or Water Division to represent us?

Mr. Dann answered, we will have someone from our staff to observe their installation and make sure it is according to the approved plans. If you look at that and flip back to exhibit B which contains some of the riders to the agreement, you will see that we supplemented that paragraph considerably, to give us the ability to review and approve plans but to also include the tank manufacturer in the review process and to include the tank manufacturer in either the construction and/or supervision process as we felt it was necessary to protect the structural integrity of the tank or the warranty that the tank manufacturer is obligated to give us on the painting system.

Mr. Centner stated, if they are to vacate the site, I wanted to know in whose opinion will the site be left substantially in prior condition. I don't want to go on the word of Sprint that they left the site substantially untouched. I want to make sure we had the right judgment call on it.

Mr. Dann answered, it depends when the site is vacated. If we are still in the warranty period we would bring the manufacturer in out of concern for the tank coating system. If it were beyond that time then we would make that judgment ourselves unless there were structural issues of concern in which case we would consult with the manufacturer over any issue that had structural implications.

Mr. Centner asked, are repairs and maintenance easily done on the coating system or is it a major undertaking? Is it regularly scheduled maintenance to the tank?

Mr. Dann replied, there is an expectancy of twenty years on a brand new coating system. Touch-ups may be required in between but I hope this coating system lasts for twenty years before we have to consider re-coating. Any cutting or welding on the tank will cause damage to the coating system immediately. We will try to avoid that to the extent possible.

Mr. Centner suggested that self-adhesive rubber pads be considered for placement on the tank due to the anticipated foot traffic on and off the tank which may also include the dragging of materials or tools.

Mr. Dann stated, as they proceed and we observe that they have caused damage then we could look to have that remedied.

Frank Wasilewski, 57 N. Orchard Street asked if the P.U.C. approved the agreement?

Mr. Dann answered, yes.

Mr. Wasilewski stated, thanks to Steve Knight, we are going to be getting \$2,000 per month; is that going to the Water Division or the Town?

Mr. Dann answered, I presume the money will go to the Water Division.

Mr. Wasilewski asked, will the Mayor initiate this agreement?

Mr. Dann answered, yes. Because it is renewable for terms that were in excess of ten years, it is necessary for the Council to approve it and we are asking that they authorize the Mayor to sign the agreement on behalf of the Town.

Geno Zandri, 37 Hallmark Drive asked, what agreement do we have with Gaylord (Hospital) as far as that water tank that is located on their property?

Mr. Dann answered, it is located on property which the Town owns. We reached an agreement with Gaylord under which they deeded to the Town property for the tank to be installed on.

Mr. Zandri asked, we don't have to go back to Gaylord for this type of an installation?

Mr. Dann answered, no.

Mr. Zandri stated, regarding the \$2,000 per month; I feel it should go to the Town of Wallingford and not the Water Division.

Mr. Parisi asked, this did not have to be discussed at all with Gaylord? I saw language in the agreement that protected Gaylord from certain things? Was that on your own volition?

Mr. Dann answered, I advised them of what we were doing. They expressed concern. They had dialogue with Sprint prior to coming to see us. They expressed concern about not having interference with their equipment for operations. That is why you will see language addressing that issue.

Mr. Parisi stated that he thought the agreement was a very good one.

VOTE: All ayes; motion duly carried.

ITEM #17 Discussion and Possible Action on Proposed Revisions to the Town Council's Meeting Procedures

Mr. Rys read the majority's and minority's proposed amendments into the record (Appendix IV).

The Republican proposed recommendations, in summary, were to:

- increase the public question and answer period to 30 minutes, and
- limit the number of items submitted by any councilor on any one council agenda to two as determined by the chairman, with each councilor being given an equal opportunity to so place items.

The Democratic proposed recommendations, in summary, were to:

- increase the public question and answer period to 35 minutes,
- delete the three minute limitation on speakers
- granting each person wishing to speak a reasonable time in which to do so within the 35 minutes
- add a new rule that each regular and special meeting (of the council) shall be televised
- add a new rule that the council provides department heads with audio visual aid equipment and facilities and that department heads, where practical, or their designees shall use visual aids to help the council and public understand presentations.

Mr. Vumbaco questioned why Rule VI is being amended to delete the language, "All items so requested that will require that a specific action be taken must be included on the agenda. However, no more than two items submitted for discussion or reporting out will be placed on any one Council agenda, with each councilor being given an equal opportunity by the Chairman to so place these items."?

Mr. Parisi replied, in the past there have been occasions when several items were requested to be put on an agenda and I or the Chair has no discretion and had to allow all the items or to be able to get in touch with the councilor who proposed them and discuss the problems and work it from there. At certain times that got to be difficult, to say the least, because of the pressure to get the agenda out on a reasonably tight schedule and not always being able to reach the councilor who was proposing the items. That is the only reason.

Mr. Vumbaco stated that he has no problem with the new proposal to a certain degree saying that it will be limited because it is only fair that everyone has their own opportunity. The item being deleted that I do not agree with is the fact that "all items so requested that will require that a specific action be taken must be included on the agenda." This is no guarantee now within these rules that an item that a councilor asks to be on the agenda does, indeed, get on the agenda. We are leaving it up to the Chair and personally I don't think that is correct. The councilor's right to put an item on the agenda should be

strictly up to the decision of the Council Chairman if, in fact, the councilor would like an item on the agenda and it falls within the two limit item, that right should be granted.

Mr. Parisi stated, I don't believe that anyone has been denied. I will give you my side of it. We have had discussions on this and I have said and I will say publicly that no one has ever been denied their item on the agenda. This addresses the situation when there are too many items and a decision has to be made.

Mr. Vumbaco stated, you, as Chairman, may not always be sitting in that chair, there may be someone else that might be and I don't like the idea of leaving these rules open for interpretation by an individual. Yes, you may stand on your word but there might be someone else who doesn't.

Mr. Rys pointed out that each person on the Council has the opportunity to re-open the meeting procedures at any time.

Mr. Vumbaco did not understand the reluctance to say that if a councilor wants an item on the agenda, they can get it on the agenda. There will be no guarantee in the rules that allows me to present an item knowing it will get on the agenda.

Mr. Parisi stated, if we have an agenda of approximately thirty items, and it is deemed that those items are going to make it a longer session, then at the last minute the secretary receives a request to put four items on, now you are up to thirty-four. That becomes unwieldy and not in the best interest of anyone. At that point you would try to reach the councilor. On many occasions I could and I discussed it with the councilors and they have always been very understanding and we have worked something out. The problem that we have is that if we can't reach the councilor, those items stand that they will have to go on the agenda. I remember David Doherty submitting something like ten items on one request. In a discussion with Dave we resolved it and put a certain amount of items on the agenda and we were all happy.

Mr. Vumbaco replied, I am willing to live with the two item restriction. Hypothetically speaking, if I were to request an item that you, personally, do not like there is no where in the rules that state that that item has to be on the agenda.

Mr. Parisi differed with Mr. Vumbaco. I don't have any preference on items, he stated. I am not allowed the luxury of that.

Mr. Vumbaco pointed out, you, Mr. Parisi, may not. I am saying that I will not support the rules with the proposed language.

Mr. Brodinsky stated, the way I read this is neither you (Chairman) or anyone presently on the Council who may become Chairman would have any intent whatsoever to block an agenda request, is that we are all agreeing to?

Mr. Parisi answered, that is what we are talking about, yes.

Mr. Brodinsky asked, I am wondering whether or not the interests of everyone in reaching that goal might be protected if that sentence you have deleted was changed slightly so as to stay in but read, "all items so requested that will require a specific action must be included on an agenda.." and that would protect you, Mr. Chairman, and your scheduling problems because it would not force you to put it on the next agenda if you had an overcrowded docket, so-to-speak. That would also address the valid concerns of Mr. Vumbaco. What are your thoughts on that?

Mr. Parisi replied, I understand what you are saying but that really doesn't solve the problem. If it is another busy agenda, you would still pass it forward. If we have nine items on an agenda and you submit three items to make it twelve, there is absolutely no reason in the world that I have to deny those three items. If you submitted six and it made it fifteen and it looked like it could be done in a reasonable course of an evening, I would have no reason to not include those on the agenda. It is up for scrutiny before the whole...it is no secret if you put in items and I turn them down.

Mr. Brodinsky replied, I am trying to find a middle ground that is acceptable to everyone. I have suggested that the language, "...must be included on an agenda.." seems to protect you because it does not force you to put it on. It is a very minor change. Or, in the alternative, just a statement that "under no circumstances should the Chairman attempt to block any councilor from getting any matter on an agenda."

Mr. Parisi stated, I don't find that acceptable.

Mr. Brodinsky added, it is a very harmless...

Mr. Parisi stated, I don't like the connotation of that, quite frankly. I really don't. I think if ask you to trust me and you don't want to trust me...

Mr. Brodinsky replied, it is not a matter of trust. That is why we have rules and that is why we have contracts.

Mr. Parisi stated, that rule is very clear here on how it is presented.

Andy Kapi, 14 N. Turnpike Road asked if he heard the Chairman right; that he would put three items on if there were not an overwhelming lot of items on that agenda anyhow?

Mr. Parisi answered, that is right.

Mr. Kapi stated, you are putting language in place that you are indicating ahead of time that you won't honor the language if it just happens to work out?

Mr. Parisi stated, that is the way it has been working now for as long as I can remember.

Mr. Kapi asked, if I wanted to achieve your intent I would choose language, "The Chairman is obligated to entertain no more than two items submitted by an individual councilperson, however, given the opportunity to present more on occasion, will allow so." or something to that effect. Why would you put a new piece of language in place that you are indicating ahead of time that you will hold to sometimes? There are two separate points with the language that is being put into play here. One is the two item limit and the second is the first line of the deleted language which guarantees, in essence, a councilor's right to put forth an agenda item that is an action item. I have heard you say on many occasions to the public that if they have an issue they should bring it to a councilor who will bring the item forward for them. The councilors are the public's legislators. If the public has concerns the councilor has a right to put that forth in a timely manner, not on an agenda item at some later date.

Mr. Parisi stated, that is not the way it works and hasn't worked that way.

Mr. Kapi stated, that is the language as it is so stated now and has been in place for the past two years. You can put language in that talks about a two item limit but still guarantees each councilor the right to put two action items on any agenda. Why haven't you thought to take that third road?

Mr. Parisi answered, I am concerned about the problem that I have had to deal with and that is what this addresses; a problem of getting several requests and not always being able to accommodate them and having to contact the councilor. If I can get him/her, it is not too much of a problem, usually everyone is very agreeable. If I can't get them, I have to make the decision which, at this point, I don't prefer to do because I don't have the authority to limit an item. I am not trying to make this a legal contract. I am just trying to keep it so that it is effective for the Chair to operate in efficient manner and no deeper than that. I don't foresee anyone having a problem and I base that on the years that I have been Chairman; no one has had a problem getting an item on the agenda; minority or majority.

Mr. Kapi stated, it was meant to achieve this government's business and the people's business and a councilor is representing a citizen's concern...

Mr. Parisi interrupted to state, let's get something straight, this is not a public meeting, per say. It is a council meeting at which the public attends and makes input. That is what this is.

Mr. Kapi stated, in their legislative role, representing concerns of the public, councilors put items on the agenda, on occasion, to reflect the public's concerns as well as their own concerns. To some extent, that is part of our representative process. You are now proposing to take away that guarantee...

Mr. Parisi interrupted to respond, no, it is not being taken away; it is only under certain circumstances that it might be re-negotiated to another agenda, that is all. It is only when you cannot reach the individual that proposed it. Every effort would still be made to contact the councilor.

Mr. Kapi repeated his suggested language revisions.

Mr. Parisi replied, we will take your suggestion into consideration and if we choose to do that, fine; if we don't we will do what we choose to do. We break rules all the time. The rules are a guideline and are not meant to take each other to court over.

Wes Lube, 15 Montowese Trail stated, at the last meeting you made a statement with regards to your rule and I think it deserves a response. You addressed the subject of people who refused to leave the executive session. You made it very clear that you would be firmer in your treatment of that in the future. I want to explain to you that when you have an item on the agenda that calls for discussion and possible action, knowing that your present rules state that the "...public input on individual items will be received...", some of us go out and spend a lot of time, a lot of thought on a particular item that we may care about. When you do not recognize the public input, you are violating your rules. We have no other way to demonstrate our disgust with that other than to refuse to leave and that is what happened and would probably happen again if you were to do that. The people have a right to speak; it has been a tradition in this town from day one and we don't want to see it change.

Mr. Parisi replied, these items would be taken of before the agenda even goes out so you would not be working on an item that would not be on the agenda. This is before an agenda goes out, not afterwards.

Mr. Lube stated, as far as the proposed change is concerned, you had indicated that you had wanted to discuss and vote on the changes one at a time and we all seem to be jumping to Rule II proposed by the republicans. What order, as Chair, would you like to hear debate on?

Mr. Parisi answered, the first one dealing with the public question and answer period.

Mr. Lube stated, the republicans are proposing a 50% increase in the public question and answer period while the democrats are proposing a 75% increase, I don't care who wins; it is a terrific step in the right direction and I, for one, am very appreciative of it. I would like to compliment all of you for your gracious use of your time.

Mr. Zappala asked, what are we discussing? A motion has been made hasn't it?

It was discovered that no motion had been made.

Motion was made by Mr. Zappala to Amend Rule III of the Meeting Procedures by Deleting the Following Language, "The public question and answer period will be of a maximum length of twenty (20) minutes." And substitute in lieu of the above, "The public question and answer period will be for a maximum length of thirty-five (35) minutes.", seconded by Ms. Papale.

Mr. Brodinsky stated, the purpose for proposing 35 minutes is because the extra meeting, the Public Speaking Meeting, was deleted in early January. We wanted to add as much time as we could to the public speaking section of the regular meeting but still stay within the realm of reasonableness so we came up with 35 minutes because that adds 15 minutes to the present rule.

Ms. Papale stated, when we sat and talked about the council rule changes, I brought up that I thought, instead of making it a set number of minutes, that everyone should have a certain amount of time individually to speak; three minutes, four minutes, what ever we decided on. They could ask one question; sit down and let everyone have a chance to speak. If the overall speaking time set aside was not used up, then people with remaining questions could, one at a time, come back to the microphone until all the time was used up. What happens now is, whoever gets to the microphone first has the most time available to ask questions, limiting others to do the same. The democrats came up with proposing 35 minutes; the republicans proposed 30 minutes and we all know how this is going to pan out. You, the public, should try and respect one another and decide who will speak first, second, etc. so that every one of you have a chance.

Reginald Knight, 21 Audette Drive stated, the Mayor has said, if you have something to say, he encouraged people to come forth and say it. There should be no limit on the length of the total period of time for the question and answer period. It should not be left to the discretion of the chairman no matter what party he or she may belong to, even if he or she does not belong to a party. The chairman should not be allowed to pick who shall speak and who shouldn't before the time runs out. Every speaker should have the right to speak.

Mr. Parisi asked if Reginald Knight was in favor of the 35 minute rule or not?

Reginald Knight stated that he did not want any restrictions on the overall amount of time spent on public question and answer period. He did not see how one hour would hurt. There was an entire year where the council spent at least that much time coming to the Town Hall for the public speaking meetings. What does the council have to lose? It may not even take an hour.

Geno Zandri, 37 Hallmark Drive stated that he would like to see the time period increased to 35 minutes. He would also like to see Iris' suggestion put forth in the form of an amendment to the motion. This would allow each person to come up to the microphone with one question at a time. If no one else wants to speak you can let that person go on and on. At least everyone will have an opportunity to speak, especially if we are going to put a time restraint on the amount of time the public has to speak and it will keep one person from occupying the microphone for a long period of time.

Mr. Parisi agreed stating that perhaps each person should be limited to one question at a time and go from there on a rotating basis.

Jack Agosta, 505 Church Street, Yalesville stated that he was in favor of increasing the public question and answer period to 35 minutes. He stated that the council should be restricted from embellishing on an answer to use up some of that time.

Mr. Lube stated, perhaps there should be 30 minutes for public question and answer period and 10 minutes set aside for councilor's responses to those issues raised by the public. Too often councilors are not afforded the opportunity to respond because of the conversation that is occurring between the Chairman and the member of the public speaking at that time.

Pasquale Melillo, 15 Haller Place, Yalesville stated, the main reason why you see so few people at these meetings is because many people call me and others who attend on a regular basis. They feel if they come to the meetings what they have to say will fall on deaf ears. The reason this country is in turmoil today is because democracy no longer lives; it is a legal dictatorship at the federal, state and local levels. Public question and

answer period should be unlimited where the public dominates the time. The council is representing the public; servants of the people.

Motion was made by Mr. Centner to Move the Question, seconded by Mr. Farrell.

VOTE TO MOVE THE QUESTION: Brodinsky & Vumbaco, no; all others, aye; motion duly carried.

VOTE ON ORIGINAL MOTION: Brodinsky, Papale, Vumbaco & Zappala, aye; all others, no; motion failed.

Motion was made by Mr. Knight to Amend Rule III of the Meeting Procedures by Deleting the Following Language, "The Public Question and Answer Period will be for a maximum length of twenty (20 ) minutes." And substitute in lieu of the above, "The public question and answer period will be for a maximum length of thirty (30) minutes." Seconded by Mr. Farrell.

Motion was amended by Ms. Papale to Include the Following Language, "Each person speaking during the public question and answer period will be allowed to ask one question at a time and if, after doing so, time remains available during the period, individuals will be allowed to return to the microphone to ask additional questions until the twenty minutes have expired.", seconded by Mr. Farrell.

Mr. Zappala pointed out that one question could last twenty minutes. He thought everyone should have a specific time limit.

Mr. Rys stated that the current minutes limit individuals to three minutes each.

Mr. Zappala stated, that is fine if you are going to keep the three minute rule.

Ms. Papale stated, what if it is an important question and a councilor decides that they would like to answer and it goes more than three minutes? What do we do then?

Mr. Parisi answered.....the deeper you get into this the more difficult it becomes.

Mr. Brodinsky felt there was merit in the amendment proposed by Ms. Papale.

Andy Kapi, 14 N. Turnpike Road stated that he had difficulty with the amendment. An individual could get up and ask if anything is occurring with regards to progress on a particular project and the simple answer of "no" can come back. The individual now has to sit down and wait for another chance to ask for more specific details. It becomes a

matter of semantics as to what one question is. One topic, one vein, one area; those are the types of things informally, not in language, you might agree on keeping to that limitation. To try and isolate it with an amendment that tries to semantically define what the extent of a question is, whether a follow-up is allowable, whether a follow-up observation is allowable is getting into murky waters. The last thing we want to do is create a structure where the public speaking does not produce an impact or an effective comment or question. The topic should be limited, not the questions.

Mr. Parisi stated, if one asks a question and gets a simple, "no", I would say that you are entitled to ask why or what can be done. That is where it gets difficult, putting that down in writing.

Robert Sheehan, 11 Cooper Avenue stated that he was in favor of Ms. Papale's amendment. She is right, we should police ourselves in the public. You had a system for the third meeting which you no longer hold. People would sign up for a specific amount of time. Approximately five people spoke here tonight during public question and answer period. If I can't get it said in three minutes, that is because I am not trying hard, I figure. If you had six people who signed a paper that they wanted to speak, that amounts to five minutes a person. I think that is more than enough time to address any question a member of the public has, whether that includes an answer from a councilor or the mayor. I got up tonight and asked a question, got an answer; asked another question, got another answer. I don't think it took three minutes. I like brevity. You should be able to make your point in a short amount of time. It is a suggestion for consideration.

Mr. Parisi explained, with regards to the third meeting each month (public speaking meeting), the most that spoke at the meeting at any one time were three people. The least of those meetings was one person. No matter what number spoke or didn't speak, the council sat here and entertained the questions or comments that came up. I think there was one meeting where we had a problem of a quorum and we apologized to the two people who came that evening. I feel we upheld our end of the effort by conducting the meetings. There was not an overwhelming participation. No one is to blame; it is just the way it was.

Mr. Sheehan stated that he hopes that the extended time brings others from the community out to the meetings to offer their input.

Reginald Knight, 21 Audette Drive stated, if you limit a person to one question and have them sit down, they may have six questions that they can get answered within their three minute limit. Why should that person not be allowed to ask those questions? He should be allowed to ask a half a dozen short questions, get answers, and have time to make a comment, all within his allotted three or five minutes. He suggested that the title "Public

Question and Answer Period" be changed to "Public Speaking Period" or "Public Comment Period". That way questions, answers and comments can be included.

Mr. Parisi noted that is what the council allows now.

Motion was made by Mr. Zappala to Move the Question, seconded by Mr. Rys.

VOTE ON MOVING THE QUESTION: Brodinsky & Vumbaco, no; all others, aye; motion duly carried.

VOTE ON AMENDMENT: Brodinsky, Knight & Parisi, no; all others, aye; motion duly carried.

VOTE ON MOTION AS AMENDED: Brodinsky & Vumbaco, no; all others, aye; motion duly carried.

Motion was made by Mr. Centner to Amend Rule VI of the Meeting Procedures by Deleting the Following Language: "All items so requested that will require that a specific action be taken must be included on the agenda. However, no more than two items submitted for discussion or reporting out will be placed on any one Council agenda, with each councilor being given an equal opportunity by the Chairman to so place these items." and substitute the following language in lieu of the above, "No more than two items submitted by any individual councilor will be placed on any one Council agenda, with each councilor being given an equal opportunity by the Chairman to so place items.", seconded by Mr. Farrell.

Ms. Papale stated that she has served on the Council for a long time and has not witnessed any problems with getting items on the agenda. There was one situation a few years ago and it was straightened out between the chairman seated at that time and the councilor. She stated, things do change; there may be different people on the council in the future: Maybe there is a different way of accomplishing the goal. Say there are twelve items on the agenda and Mr. Zappala has an item to submit and Mr. Farrell has one to put on and I have three to put on and the agenda is very large. Mr. Parisi will call me to tell me that the agenda is too large and he cannot accommodate my three items. Could it be more or less understood that my items would be first to be put on two weeks from now?

Mr. Parisi replied, we usually go by the items that are received first. The first one received by the secretary will be placed on the agenda. That is the way we are doing it now.

Ms. Papale asked, could I then think that in two weeks my items will appear on the next agenda if they were the last received?

Mr. Parisi answered, that is right. That is what we are doing right now. The problem is if I can't find you and the agenda has to go out I break the rule for which I am subject to. It makes it difficult for the secretary, too, for she feels she becomes part of holding the item off of the agenda and she is put in a position where she works for everyone, not just the chairman.

Ms. Papale stated, when I was Chairman we did the agenda a different way. I understand it is now done with you in the Mayor's Office, correct? When I did it, no agenda was completed unless the Chairman was there with the secretary, it was done differently.

Mr. Parisi stated, I still put the items in order and still control what goes on the agenda.

Mr. Zappala stated, I don't see that there has been any problem in the past couple of years. I don't see a need to change this rule. Dave Doherty's incident was an exception. I don't remember hearing that there were any problems with the way it works now. Did you find that you had that many problems that you have to change the rules?

Mr. Parisi replied, I have, on occasions, had a problem reaching a councilor who submitted an item. That has been a problem.

Mr. Zappala stated, I find this action strong and dictatorial to impose this on everyone. I don't see a need to change the rule as it stands.

Mr. Knight stated, in taking a quick look at the agenda tonight, excluding the consent agenda, other items preceding it and the Public Question and Answer Period, there are sixteen items on our agenda. Only one of those items was a specific request from a Town Councilor. If we all exercise, under the rule changes we are suggesting, our right to put two agenda items, we would have eighteen more items. Eighteen items on top of fifteen items would give us thirty-three items on this agenda. We are worrying about something that does not exist. Having said that, I think the Chairman does have the right and obligation to control these meetings. He is sitting in the seat that has to keep order and keep business flowing and I think this rule is a tool to give you an opportunity to do that. In the past two years with the rule regarding a limitation on discussion of a reporting item has been circumvented by inserting language which specifies that there be possible action of some sort. Most of the time, taking the form of a recommendation from the Council. That was an unfortunate circumstance; it took a legitimate tool away from the Chairman and I think this change is necessary.

Mr. Brodinsky stated, I think this rule change is a cure that is worse than the disease. Many of you have said that you haven't had too much of a problem although you, Mr. Chairman, did say that, from time to time, you have had a problem. The problem that you describe, with all due respect, did not seem to be terribly severe. I think you said that, in the past you were able to get in touch with the Town Councilor and they were cooperative about having the matter deleted from the agenda if it became overcrowded. I would expect that spirit would continue on this Council. As Councilor Knight indicated, our agendas have not been terribly long and councilpeople have not been loading up the agenda with items. It seems that we should be able to work this out without a rule change and that would protect each councilor's right to get something on the agenda which would go a long way to preserving the comfort level of each individual councilman.

Mr. Parisi replied, conversely, the same applies. It is not a burden to you because you don't have to make that decision. I am not allowed to make that decision. I am just collared with the responsibility of putting everything on the agenda and trying to find the person that submitted the items. There are times that we just can't reach someone and those are the times that I am concerned about. It puts us under the strain of breaking a rule that I consider a very serious rule.

Mr. Brodinsky stated, the burden, as I understand it, is the decision to put something on the agenda which is really a snap of the finger; yes, it goes on the agenda. Then, if the agenda appears too long, I think we can rely on each other to have an agenda item go off from time to time on those rare occasions when we can't pack everything in. The burden that falls on the Chairman is the decision, "does it go on the agenda?" yes, it does. It is just a matter of "yes, it is on the agenda". We will all be here on the night of the meeting and I think we can all work together in good faith and if it runs into the wee hours of the morning, you can rely on us to shorten the meeting.

Kathryn Zandri, 37 Hallmark Drive stated, I am probably the only person in this room who has been involved in 240 agenda settings over the past ten years. I have worked over the past ten years with three or four chairmen. What I find is, there has not been a very large problem but, as you say, on occasion when someone submits an item we can't always get a hold of them. I would suggest that if anyone is putting an item on an agenda, they are to make themselves available or make available to the Chairman or the secretary, or both, a telephone number or location they will be at while the agenda is being set between 3:30 p.m. and 5:00 p.m. on that afternoon. If they can't be reached, then the item will be pulled. That can be a gentlemen's agreement. Personalities aside, because I think we are all looking at who is sitting on the Council now, you are going to have Councils that change. All nine of you, and it has been said and admitted to by all of you, that all nine of you have equal power. I think that is why the Charter, the way it states that the Councilors serve at-large, the meeting procedures were set up as they were; any item submitted by a

Councilor must be included on the agenda. This assured everyone equal representation for their constituents. There has always been a gentlemen's agreement that if a Councilor had two or three items submitted, which was rare but seems to be increasing, than a phone call was always extended, a request would be made to hold off on the item until the next meeting, and it was always agreed to. There was never a time when a Councilor said they would not hold off on an item. As long as we have a rule or understanding that everyone has a telephone number at which they can be reached. When Chairman Bert Killen did the agenda everyone knew, including department heads, when he was putting it together and they did not move from their phones from 12:00 noon to 3:00 p.m. until that agenda was done because Bert was notorious for calling up and asking a million questions, when the agenda was done in the Town Council Office downstairs and not in the Mayor's Office. If there is an understanding that the councilor submitting an item is to leave a telephone number where you can be reached between 3:30 and 5:00 p.m. that may resolve the problem since we keep hearing over and over that the problem is that you cannot reach someone to ask that they hold off on their item.

Mr. Parisi replied, after 5:00 or 5:30 p.m., I am the one at night that still has to chase the councilor. My concern is that I don't want to break a rule of making a decision of taking an item off the agenda and you have a problem with that yourself because, like you say, you work for nine people and you feel that you are responsible to nine people. I think you have been in a quandary when I say that I think we ought to keep an item off and we can't find the councilor and you feel that it should go on. I don't fault you at all but I feel that is the kind of situation that I choose not to have to be under.

Mrs. Zandri replied, or the councilors have to own the responsibility of calling into the office as well, if not, they lose the opportunity.

Andy Kapi, 14 N. Turnpike Road stated that he favors no change to the language of the section. He feels that action items have a higher priority than a report or discussion item. He would like to preserve in the language the councilor's ability to know that they can place that item on the agenda if it may require action in a timely fashion. If you must make a change that limits councilors to the submission of two items on any given meeting agenda, I would take the language that you are now suggesting to substitute, "no more than two items submitted by any individual councilor will be placed on any one Council agenda, with each councilor being given an equal opportunity by the Chairman to so place items" and then add to it, "all items so requested within the above-stated limit that will require that a specific action be taken must be included on the agenda." That would accomplish both purposes. It ratifies the two item limit and assures an individual councilperson that if they have an action item...that the item is placed on the agenda.

Geno Zandri, 37 Hallmark Drive stated, I don't like this item at all. If any councilor up there votes for it, you are very foolish. You are giving up some of your rights; your right to put an item on the agenda and represent the people of Wallingford. Even though the existing Chairman might not utilize this, this could be very political, very political. It is very easy for the Chairman to control what items go on and what items don't go on and to show favoritism and you are making a big mistake by passing this item.

Mr. Parisi stated, I respect your opinion. You have to remember that if there is only eight items on the agenda and I withheld one, two or three, that is very easy for someone to bring forth right here to the public. anything that I withheld without a good excuse or reason is subject to public scrutiny without any problem at all. It is a power you can cut your own throat with if you are concerned about power. It is subject to scrutiny.

Mr. Zandri replied, I have been on the Council for a long time and there are very few meetings where I have seen eight or nine items on the agenda; they have always been very lengthy. I think you are lending yourself to criticism because if you take one item off it becomes a political issue. The way it is set up now, every councilor has the right to put an item on the agenda. In all the years that I have been on the Council we never had a problem with this. If there is a problem, you and other Chairman have called and it was always resolved. You are subjecting yourself and future Chairman to criticism. Councilors who vote for this are relinquishing their rights.

Wes Lube, 15 Montowese Trail stated, the comments from the public and Council do not seem to address the distinction in the old Rule VI. Rule VI very clearly differentiated between items that required action versus those that were merely before you for discussion or reporting out. That distinction is lost in this new paragraph. The way it was set up, if the councilperson considered the item to be important enough to justify the vote, an action, that item had to be on the agenda. That respected that councilman's concern about that item and the need for his fellow councilmen to act on it. If it was an item to be reported out, that is where the Chairman had discretion. Now there is no question. Before the Chairman could call and say to that councilor, if the item was really important to you, I have to warn you, it will probably come up about 11:00 p.m. Would you rather have it earlier on the agenda two weeks from now or....

Mr. Parisi answered, that is what I have been doing.

Mr. Lube suggested that Mr. Parisi just keep on doing that. He suggested that the rule not be amended.

Reginald Knight, 21 Audette Drive stated, at times there may be something urgent that needs attention and therefore should be on the agenda. If you start putting items off

because of a lengthy agenda, you will start creating a backlog. It is better to attend to them week by week instead of letting them back up. What is to stop a councilor who wants four items on the agenda from giving two to his fellow councilmen? If all councilors did that it adds up to sixteen items.

Pasquale Melillo, 15 Haller Place, Yalesville stated, one of the most important tools for preserving democracy is our system of checks and balances. Each councilor should be allowed the right to place two items on the agenda and not overridden by any Chairman, present or future.

Vincent Avallone, 1 Ashford Court asked, has any Chairman in the past had this authority?

Mr. Parisi answered, I can't answer that; I honestly don't know.

Mr. Avallone stated, that is something to seriously ponder. Many of you have been councilors for years and I have never heard them address a problem that a Chairman has had.

Mr. Parisi answered, we have never had this many "report outs". In the past four or five years the complexion of some of the Council business has changed considerably. That is basically what we are talking about, action/report out. When the word "action" is used, it has to go on the agenda.

Mr. Avallone asked, when do you feel you felt that burden that you thought it necessitated this type of a change in the rules? Over the last two years?

Mr. Parisi answered, over the last three years. It was turned down once before and I had to live with it but I am the one who has to solve the problem; sometimes it is easier than other times.

Mr. Avallone asked, and what exactly is the problem? Listing the items on an agenda?

Mr. Parisi answered, if you have an excessive amount of agenda items or if, on occasion and it has not been an awful lot, there are times when a councilor might request three to four items.

Mr. Avallone asked, is the problem in telling the secretary to put thirty items on an agenda if thirty items were submitted by councilors?

Mr. Parisi answered, yes, that is over-simplifying it but, yes.

Mr. Avallone asked for further explanation.

Mr. Parisi replied, I don't think we have ever had thirty items from the Councilors. If we reach a point where the agenda is not able to accommodate some requests, a request or more than one request, which is my judgment and I make it all the time. I have to attempt to not put one or two items on. I have to call a councilor as it stands now to get his permission. That's o.k. if I can get the councilor, but I can't always find them so we can have the agenda go out. We do the agenda on Tuesday and it is in the mail Tuesday night ready for delivery.

Mr. Avallone asked, if you couldn't reach the councilor, wouldn't you have the opportunity on the night of the Council meeting to go to that person and explain that you could not get a hold of them and ask them to withdraw their item?

Mr. Parisi answered, up until the time that I would put it on the agenda, I spend the time calling people trying to get them so I can talk to them. If I can't get them, I chase them around at night. If I can't reach them, I put the item on the agenda. I don't care for the stress aspect of holding an item back when, in fact, I don't feel I have the authority to do that.

Mr. Avallone stated, by taking this authority, that I don't believe any other Chairman has had in the past, you are going just a little too far. In my opinion, if I was a councilor and the Chairman took the right that I currently have to place an item on the agenda and stripped me of that power, I would consider that extremely disrespectful.

VOTE: Brodinsky, Papale, Vumbaco and Zappala, no; all others, aye; motion duly carried.

Mr. Brodinsky noted that the suggested rule change proposed by the Democratic councilors which addresses the removal of the three minute time limit has been withdrawn from their list of proposed changes. He stated, from the way the meetings have been held in the past, I don't think we will have too much of a problem. You, Mr. Chairman, have given everyone a reasonable amount of time. The three minute rule has probably been violated more than it has been honored. We expect that will continue to happen. Item #4 on the Democrats' list of proposed changes is also being pulled off. It would have been a new rule that addressed audio visual equipment be provided, when practicable to help the department heads with their presentations to the Council and public. It has been learned that the Chairman is trying to work out some arrangement to encourage department heads to have visual aid facilities.

Mr. Parisi stated that he has taken steps in the budget process to purchase audio visual equipment for Council Chambers.

With regards to Item #3 on the Democrats' list of proposed changes, Motion was made by Mr. Brodinsky to Add a New Rule to Read, "Each regular and special meeting shall be televised.", seconded by Mr. Vumbaco.

Mr. Brodinsky noted that this rule may have some minor cost implications but felt that said costs were minor as compared to the benefit. A lot of the special meetings are televised currently so this does not really change too much. It does make official a policy that many from the Council feel strongly about. It seems as though special meetings are called when things that are very important have to be discussed. A lot of the meetings involving the power plant, for example, were special meetings. Those subjects have tremendous impacts on the public; all the more reason to have them televised.

Mayor Dickinson stated, we cannot commit to televising every special meeting. There are occasions when everyone agrees that the subject matter is important enough. We have had special meetings that are very simple transfers for a department. The staffing issue is a very serious one. We just don't have the staff available all the time. Where it is subject matter that is important, I don't think anyone disagrees. Where we have quick meetings to approve transfers, we cannot commit to that.

Ms. Papale explained, when writing the proposed language it was not the intention of the group to ask for coverage for such minor business. Their intention was to have televised coverage of important meetings such as the power plant, Board of Education school project, etc. That is what we had in mind.

Mayor Dickinson answered, again, it becomes something that is almost impossible to write into a rule. I don't know how you write what is important versus what is unimportant. Thus far we have been pretty much in agreement as to what should be televised. I hesitate to say administratively that we can always have the staff available for meetings. Every effort should be made to cover important special meetings. To say that every special meeting should be televised goes one step beyond where I think, administratively, we can commit.

Mr. Parisi added, one of the PP&L meetings that was televised, Inland Wetlands was bumped and that commission was not televised that night. The greater majority of the more important special meetings have been televised. The effort will continue to be made to provide coverage. If you have the rule and not the staff, now you have a problem. We don't want to put ourselves in a position where we have a problem.

Mayor Dickinson stated, a public meeting is not defined as a meeting that is televised. A public meeting is a meeting that has been posted and allows those who are interested to participate in the meeting. It is nice to have meetings on television but there is no legal requirement that it be televised and, at times, that can discourage people from being on hand. We don't hurt anything if a meeting is not televised. I don't want us to get the view that a meeting is not a good meeting if it is not on television.

Mr. Vumbaco stated, that was not the intent of the proposed rule. We wanted to bring this up for discussion purposes for only two reasons; one, yes, we whole-heartedly agree with what Ms. Papale said, we did not mean every little meeting. But we do encourage the fact that any major issue that is being voted on that effects the Town of Wallingford should be (televised). We have meetings that no one shows up at. To say that we are not going to publicize so that we can drive the public out to the meetings is ludicrous. I would like to suggest that some additional monies be put into the budget as we go forward so that we have the dollars in place to allow the broadcast of special meetings that might come up over the next year so that we don't have to face the issue that we don't have the money in the budget, therefore we won't broadcast the meeting. Who makes the determination of when a meeting is broadcast?

Mayor Dickinson answered, it is a discussion between the Chairman and I and an assessment of what our capabilities are in recognition of what is an appropriate time and the capabilities of the staff. It is very much a staff issue. The crew spends a lot of time here and there are other meetings that they cover. Money is not necessarily the prevailing function; it is staff time. There is also preparation time involved to get the information in proper format for broadcasting. If the staff is available, as a general rule, I don't have a problem with it being televised. I do have a problem with any rule that says everything must be televised. Administratively, we could not come close to meeting that kind of mandate.

Mr. Vumbaco asked, if a councilor thinks a subject matter coming up in the near future should be televised, what right does that councilor have to request that it be televised?

Mr. Parisi stated, you can make your feelings known. The rest of us, the greater percentage of the time, may be thinking the same way anyway. I don't mind anyone calling.

Mayor Dickinson clarified, it is basically an administrative decision.

Wes Lube, 15 Montowese Trail complimented Mr. Parisi for taking steps towards providing audio visual assistance at the meetings. NO one is suggesting that every meeting be televised. The F.O.I. Act distinguishes between a meeting, a special meeting

and an emergency special meeting. The Mayor was referring to the emergency special meetings that are held from time to time to handle transfers and other similar items of inconsequential nature but of importance that they need to be taken care of in an expeditious way. Just add the following language to Mr. Brodinsky's motion, "except for emergency special meetings, such to be subject to the availability of the technical staff." Those two qualifiers solves the problem. You have solved the problem of the inconsequential meeting and the staff problem. There have been special meetings held that were of grave importance to the Town that were not televised. We (public) complained about it at the time and the representation was that the staff was not available. We (public) went to the staff and they quarreled with that; they were available. The discretion and weight should not be put on the Chairman.

Mayor Dickinson stated, that is not the distinction between emergency and special meetings. An emergency meeting can be held without a notice; the special meetings generally require a twenty-four hour notice. Our meetings are usually special meetings. Emergency meetings are very rare.

Mr. Brodinsky stated, I have the impression that the Mayor and Chairman, jointly, would try to make every effort to see that special meetings that are particularly important be televised.

Mr. Parisi answered, that is exactly right. We always have.

Mr. Brodinsky stated, we felt that it was important to express the interest that if there comes a judgment call, we should probably err on the side of televising rather than not televising and that interest should be protected. In view of an understanding between the Mayor and Chairman that every effort will be made to cover important special meetings, I am going to withdraw the motion.

Motion and second were withdrawn.

Mr. Parisi stated, I can assure you that every effort will be made and your input is always welcome.

ITEM #18 Withdrawn

ITEM #19 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Leasing of Real Estate – Mayor

Motion was made by Mr. Rys to Enter Into Executive Session, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The Council entered executive session at 11:30 P.M.

Present in executive session were all councilors (Mr. Zappala left the meeting at 11:45 P.M.), Mayor Dickinson and Atty. Gerald Farrell, Sr.

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

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

The Council exited executive session at 12:00 Midnight.

WAIVER OF RULE V Motion was made by Mr. Rys to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Setting a Public Hearing, seconded by Mr. Farrell.

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

Motion was made by Mr. Rys to SET A PUBLIC HEARING for March 22, 2000 at 5:30 P.M. to Conduct a Public Hearing, Consider and Act Upon a Proposed Ordinance Appropriating \$1,206,000 for the Acquisition of Approximately 47.06 Acres of Real Properties Known as George Washington Trail and 1364 Scard Road for Open Space/Watershed Preservation, and Authorizing the Issuance of \$1,206,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose, seconded by Mr. Farrell.

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

ITEM #20 Withdrawn

ITEM #21 Withdrawn

ITEM #22 Withdrawn

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

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

There being no further business, the meeting adjourned at 12:04 a.m.

Meeting recorded and transcribed by

*Kathryn F. Zandri*  
Kathryn F. Zandri  
Town Council Secretary

Approved:

*Robert F. Parisi*  
Robert F. Parisi, Chairman

3-30-2000  
Date

*Rosemary A. Rascati*  
Rosemary A. Rascati, Town Clerk

3-30-2000  
Date

RECEIVED FOR RECORD 3-23-00  
AT 4:45 PM M. AND RECORDED BY  
R. Rascati TOWN CLERK

MAR 8 '00 10:32 FR  
MAR-07-00 TUE 15:45

Appendix I

# **Konover SWINERTON**

**Project Management & Construction Consulting**

March 7, 2000

Wallingford Building Committee  
Wallingford Town Hall  
45 South Main St.  
Wallingford, CT 06492

Attention: Donald A. Harwood, Chairman

Re: Wallingford Public Schools  
Eleven School Renovation Project  
Wallingford, CT

Topic: Summary of Architect selection process

Dear Don:

As requested we herein provide the following schedule of activities involved in the Architect selection process.

- January 18, 2000 Wallingford Town Council approves Konover Swinerton as Owner's Representative for eleven schools renovation project.
- January 18, 2000 First meeting of Building Committee and Owner's Representative
- January 26, 2000 Meeting of Building Committee and Board of Education to approve eleven schools renovation project scope of work.
- January 26, 2000 Building Committee approves RFI prior to issue to architectural firms.
- January 28, 2000 Request For Information is issued by Konover Swinerton to eight architectural firms.
- February 3, 2000 RFI Addendum No.1 is issued to eight architectural firms
- February 3, 2000 S/L/A/M Collaborative notifies Konover Swinerton that they are withdrawing from consideration.
- February 4, 2000 Responses to RFI received by Konover Swinerton from six of the eight firms who received RFI. S/L/A/M Collaborative withdrew on February 3, 2000, DeCarlo & Doll Inc. did not respond.
- February 12, 2000 Konover Swinerton reviews RFI's, for report to Building Committee February 15, 2000, in accordance with REQUEST FOR INFORMATION REVIEW FORM, to determine architectural firms who meet minimum project criteria and who will receive Request For Proposal. Five firms qualify.

March 7, 2000

Re: Wallingford Public Schools  
Eleven School Renovation Project  
Wallingford, CT

Topic: Summary of Architect selection process

- February 15, 2000 Building Committee meets to review responses to RFI's and to approve architectural firms to receive Request For Proposals
- February 17, 2000 Konover Swinerton notifies five selected firms by fax that Request for Proposals will be issued February 18, 2000 with due date of February 21, 2000. Also included is notice of school facilities walk-thru scheduled for February 22, 2000 and schedule of interview dates, times and process.
- February 22, 2000 Konover Swinerton conducts school facilities walk thru with architectural firms, consulting engineers and supervisor of buildings and grounds
- February 24, 2000 RFP Addendum No.1 is issued to architectural firms.
- February 28, 2000 RFP Addendum No.2 is issued to architectural firms.
- February 28, 2000 Kacstle Boos Associates notifies Konover Swinerton by fax that they will not be responding to the RFP.
- February 28, 2000 Responses to RFP are received by Town of Wallingford Purchasing Department from four architectural firms
- February 28, 2000 Building Committee interviews one architectural firm -- Jeter Cook & Jepson, Architects, Inc.
- February 29, 2000 Building Committee interviews three architectural firms -- Antinozzi Associates, Inc., Friar Associates, Inc. and Fletcher Thompson Architects.
- March 1 & 2, 2000 Konover Swinerton reviews responses to RFP's received from five architectural firms and prepares report for Building Committee meeting March 2, 2000.
- March 2, 2000 Building Committee meeting to review Konover Swinerton's Executive Summary of Proposals For Architectural Services and to select an architectural firm. Building Committee selects Jeter Cook & Jepson Architects' as the single source architectural firm for the eleven schools renovation project pending committee tour of two current school projects completed and verification of references.
- March 6, 2000 Konover Swinerton contacts Jeter Cook & Jepson Architects' references and the Building Committee tours the Wilbert Snow Elementary School in Middletown, CT and the Benjamin Franklin Elementary School in Meriden, CT.

MAR 8 '00 10:32 FR  
MAR-07-00 TUE 15:46

203 294 0197 TO 90-2940180  
FAX NO. 0

P.04  
P.04

March 7, 2000

RE: Wallingford Public Schools  
Eleven School Renovation Project  
Wallingford, CT

Topic: Summary of Architect selection process

Please contact me with any questions or comments.

Sincerely,

KONOVER SWINERTON

*Charles Bujold*  
Charles Bujold  
Project Manager

\\PROCOM\SYS\USERS\KONSWIN\PROJECTS\Wallingford Schools\1.7 Harwood AE Selection.doc

Prepared By: **KonoverSwinerton**  
 Project Management & Construction Consulting  
 16 Munson Road  
 Farmington, CT 06032

Prepared For: **Wallingford Public Schools**  
 Eleven Schools Renovation Project  
 Wallingford, CT 06492  
 Project No: **KS-00-003-01**  
 Date Prepared: **03-Mar-00**

**SUMMARY OF EDO 49 CONSTRUCTION BUDGET**

Total Renovation Budget	\$	43,113,200.00	
Deduct Systemwide Fees	\$	(6,000,000.00)	
Deduct Maintenance Equipment Budget	\$	(130,000.00)	
Deduct Land Acquisitions @ Lyman Hall	\$	(1,500,000.00)	
Deduct Asbestos abatement	\$	(1,150,000.00)	
EDO49 Construction Budget	\$	<u>34,333,200.00</u>	

**SUMMARY OF EDO49 CONSTRUCTION BUDGET BY SCHOOL**

Lyman Hall High School	\$	6,695,500.00	
Sheehan High School	\$	5,170,500.00	
Dag Hammarskjold Middle School	\$	1,864,050.00	
James H. Moran Middle School	\$	<u>1,631,140.00</u>	\$ 15,361,190.00
Moses Y. Beach Elementary School	\$	5,464,600.00	
Cook Hill Elementary School	\$	2,288,900.00	
Highland Elementary School	\$	2,520,000.00	
Parker Farms Elementary School	\$	2,061,400.00	
Pond Hill Elementary School	\$	1,821,370.00	
Rock Hill Elementary School	\$	2,580,000.00	
Evarts C. Stevens Elementary School	\$	<u>2,235,740.00</u>	\$ 18,972,010.00
		<b>Totals:</b>	<b>\$ <u>34,333,200.00</u></b>

**EXECUTIVE SUMMARY  
 PROPOSALS FOR ARCHITECTURAL SERVICES**

Architects	Bid Package Number One	Bid Package Number Two	Total Bid	% of Total Construction Cost
Antinozzi Associates, Inc.	\$ 1,662,926.00	\$ 2,042,062.00	\$ 3,704,988.00	10.5%
Fletcher-Thompson Architects	\$ 1,458,608.00	\$ 1,831,390.00	\$ 3,289,998.00	9.6%
Friar Associates, Inc.	\$ 1,329,000.00	\$ 1,543,500.00	\$ 2,872,500.00	8.4%
Jeter, Cook & Jepson Architects	\$ 1,245,073.00	\$ 1,480,127.00	\$ 2,725,200.00	7.9%



Site Name: WALLINGFORD/Watertank, Wallingford, CTSite I. D.: CT33XC530

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the site described below:

[Check appropriate box(es)]

- Land consisting of approximately \_\_\_\_\_ square feet upon which SSLP will construct its  equipment base station and  antenna structure;
- Building interior space consisting of approximately 242 square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space between the \_\_\_\_\_ foot and \_\_\_\_\_ foot level on the Tower;
- Space required for cable runs to connect PCS equipment and antennas,

in the location(s) shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and; if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP will have access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SSLP and Owner have executed this Agreement. This Agreement will be automatically extended for a total of four (4) additional terms (each, an "Extension Term"), three five-year Extension Terms and then one four-year Extension Term, unless SSLP provides Owner notice of its intention not to extend not less than 90 days prior to the expiration of the Initial Term or any Extension Term.

3. Rent. Until that date which is 60 days after the issuance of a building permit for the PCS, the rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent shall be paid in equal monthly installments of \$2000.00 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Extension Term will be the annual rent in effect for the final year of the Initial Term or prior Extension Term, as the case may be, increased by fifteen percent (15%).

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Extension Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. SSLP shall have the right to assign or transfer its rights under this Agreement or sublet all or any portion of the Site without notice to or the prior written consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SSLP are to be sent to Sprint PCS, Crossroads Corporate Center, Suite 800, One International Boulevard, Mahwah, NJ 07495, with a copy to Sprint Spectrum L.P., 4900 Main Street, Kansas City, MO 64112. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SSLP desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches into the Site.

10. Utilities. Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, elects to terminate this Agreement. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste, oil or hazardous material (collectively, "Hazardous Substance") on the Site or any adjacent real estate owned by the Owner (collectively, "Premises") that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall assess and remediate (if necessary) in compliance with all applicable laws and hereby indemnifies SSLP and holds SSLP harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the presence of any Hazardous Substance on or migrating from the Premises at any time, other than those Hazardous Substances which were first released by SSLP upon the Premises. SSLP will not introduce or use any Hazardous Substance on the Site in violation of any applicable law. SSLP will assess and remediate (if necessary) in compliance with all applicable laws and hereby indemnifies Owner and holds Owner harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the release of any Hazardous Substance by SSLP upon the Premises. The foregoing indemnifications shall survive any termination of this Agreement and shall be in addition to any other rights which Owner or SSLP may have under applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SSLP from the holder of any such mortgage or deed of trust.

16. Taxes. SSLP will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SSLP will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SSLP within 60 days after receipt of satisfactory documentation indicating calculation of SSLP's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SSLP will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy

obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP for the reasonable costs incurred by SSLP to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) if requested by SSLP, Owner agrees promptly to execute and deliver a recordable Memorandum of this Agreement; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and C.

OWNER: TOWN OF WALLINGFORD

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

S.S./Tax No.: \_\_\_\_\_

Address: 377 South Cherry Street, Wallingford, CT 06492

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

SPRINT SPECTRUM L.P., a Delaware limited partnership

By: \_\_\_\_\_

Name: Michael W. Loucy

Its: Director - Site Development Northeast

Address: One International Boulevard, Suite 800, Mahwah, NJ 07495

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

Site Name: WALLINGFORD/Watertank, Wallingford, CT

Site Description

Site I. D.: CT33XC530

Site situated in the Town of Wallingford, County of New Haven, State of Connecticut commonly described as follows: Assessor's Lot, Block and known and numbered as

Legal Description:

See legal description in copy of deed attached hereto and incorporated herein.

Sketch of Site:

See drawings attached hereto and incorporated herein.

Owner Initials \_\_\_\_\_

SSLP Initials \_\_\_\_\_



VOL. 847 PAGE 0504

SCHEDULE AFIRST PARCEL:

All that certain piece or parcel of land, together with any improvements thereon, located in the Town of Wallingford, County of New Haven, State of Connecticut, designated as "Proposed Water Storage Tanks Parcel" on a map entitled "Subdivision Plat Plan Property of Gaylord Hospital, Inc. To Be Deeded To The Town of Wallingford For West Side Water Storage Tanks, Gaylord Farm Road, Wallingford, Connecticut, Date: August 9, 1995, Revised 9/8/95 as per Town Staff Review Comments, Revised 10/30/95 Revised Lot Lines as per Gaylord Hospital, Inc. and Wallingford Water and Sewer Division, Scale: 1" = 40' Sheet No. 1 of 2", which map is on file or to be filed in the Office of the Town Clerk of the Town of Wallingford and to which further reference may be had. Said premises is further bounded and described as follows:

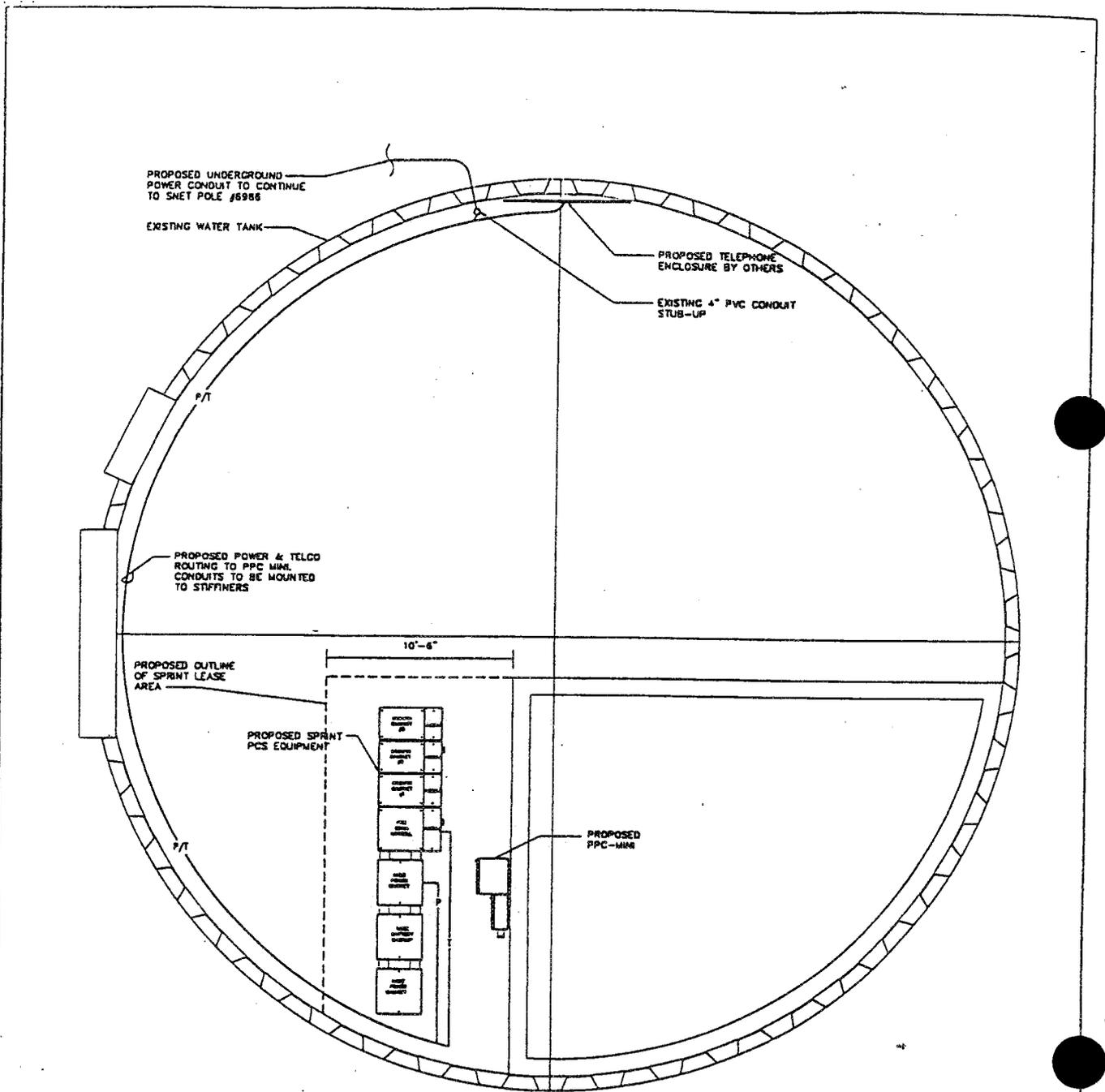
- NORTHEASTERLY: On proposed highway line of Gaylord Farm Road, as shown on said map, 400.00 feet;
- SOUTHEASTERLY: By other land of Gaylord Hospital, Inc., as shown on said map, 265.00 feet;
- SOUTHWESTERLY: By other land of Gaylord Hospital, Inc., as shown on said map, 351.45 feet;
- WESTERLY: By other land of Gaylord Hospital, Inc., as shown on said map, 73.37 feet; and
- NORTHWESTERLY: By other land of Gaylord Hospital, Inc., as shown on said map, 210.00 feet.

SECOND PARCEL:

That certain piece or parcel of land adjacent to the FIRST PARCEL described above, which parcel separates said FIRST PARCEL from Gaylord Farm Road, and being more particularly bounded and described as follows:

- NORTHEAST: By Gaylord Farm Road, 400 feet, as shown on the above referenced map, by land now or formerly of the Town of Wallingford, being Gaylord Farm Road;
- SOUTHEAST: By Gaylord Farm Road and other land of Gaylord Hospital, Inc., each in part, in all, 25 feet, which boundary shall be a straight line continuation of the southeasterly boundary of the FIRST PARCEL conveyed herein;
- SOUTHWEST: By the FIRST PARCEL conveyed herein 400 feet, which boundary shall be coincidental with the northeasterly boundary of said FIRST PARCEL conveyed herein;
- NORTHWEST: By land now or formerly of the Town of Wallingford and other land of Gaylord Hospital, Inc., each in part, in all, 25 feet, which boundary shall be a straight line continuation of the northwesterly boundary of the FIRST PARCEL conveyed herein.

2. RECEIVED FOR RECORD OCT 11 1996  
 AT 2:11 P.M. AND RECORDED BY  
*Rosemary A. Riccati* TOWN CLERK



1 PARTIAL SITE PLAN  
 L-1 SCALE: 1/8" = 1'-0"

SITE NO A3:  
 CTJJXCS30  
 Designed by:  
 Drawn by: DFC  
 Checked by: AA  
 Approved by:

**URS Greiner Woodward Clyde**  
 A-E-S  
 500 ENTERPRISE DRIVE  
 ROCKY HILL, CONNECTICUT  
 1-(860)-529-8882

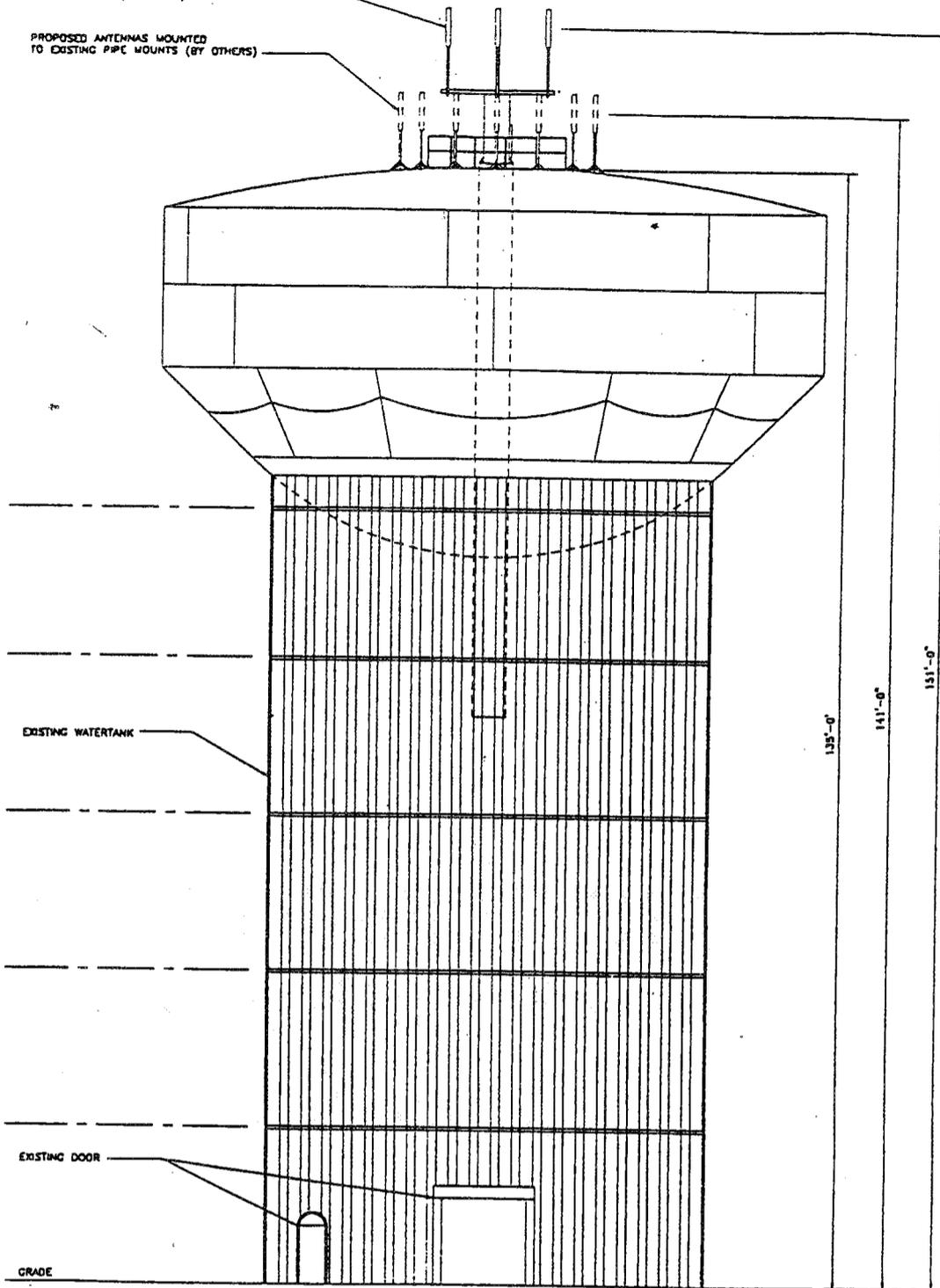
**SPRINT PCS**  
 9 BARNES INDUSTRIAL ROAD  
 WALLINGFORD, CT  
**GAYLORD HOSPITAL**  
 GAYLORD FARMS ROAD  
 WALLINGFORD, CT

REV.	DATE	DESCRIPTION
1	9/21/99	REVIEW
Scale: AS SHOWN		Date: 07/27/99
Job No. F301772.67		Rev. No. L-1

Dwg. No.  
**L-1**  
 Dwg. 1 of 2

PROPOSED SPRINT PCS ANTENNAS  
3 PER SECTOR (TYP OF 9)

PROPOSED ANTENNAS MOUNTED  
TO EXISTING PIPE MOUNTS (BY OTHERS)



1 TOWER ELEVATION  
L-2 SCALE: NTS

SITE ID NO:  
CT33XCS30

Designed by:

Drawn by: DFG

Checked by: AA

Approved by:

**BKS Draiver Woodward Clyde**  
A-E-S  
500 ENTERPRISE DRIVE  
ROCKY HILL, CONNECTICUT  
1-(860)-529-8882

SPRINT PCS  
9 BARNES INDUSTRIAL ROAD  
WALLINGFORD, CT

GAYLORD HOSPITAL  
GAYLORD FARMS ROAD  
WALLINGFORD, CT

REV	DATE	DESCRIPTION
1	8/21/99	REVIEW
Scale: AS SHOWN		Date: 07/27/99
Job No. F301772.67		File No. L-2

Draw. No.  
**L-2**  
Dwg. 2 of 2

## EXHIBIT B

Site Name: WALLINGFORD/Watertank, Wallingford, CT Rider to PCS Site Agreement

Site I. D. CT33XC530

1. The first sentence of Section 3 of the foregoing Agreement is hereby deleted and the following is substituted therefor:

"Until the earlier of (a) the date which is 30 days after the issuance of a building permit for installation of the PCS, (b) the first day of the month following commencement of physical preparation of the site, or (c) the first day of the sixth (6<sup>th</sup>) month following full execution of this Agreement, the rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges."

2. Subsection (e) of Section 4 of the foregoing Agreement is hereby deleted and the following is substituted therefor:

"(e) that Owner shall not physically disturb the PCS equipment."

3. Section 5 of the foregoing Agreement is hereby deleted and the following is substituted therefor:

"SSLP will not assign or transfer this Agreement or sublet all or any portion of the Site; provided, however, SSLP shall have the right to assign its rights under this Agreement to any of its subsidiaries, affiliates, successor legal entities, entities acquiring substantially all of the assets of SSLP, or any party controlling, controlled by or under common control with SSLP, all without Owner's prior written consent."

4. Section 7 of the foregoing Agreement is hereby amended by the addition of the following at the end of Section 7:

"Prior to commencing any construction or installation of communications equipment on the Premises or any material alteration of a communications facility on the Premises, SSLP must obtain Owner's approval of (i) SSLP's plans for construction, installation or alteration work; and (ii) the precise location of the communications equipment on the Premises (the "Plans"). Owner's approval must not be unreasonably withheld, conditioned or delayed. SSLP's replacement of equipment with equipment of substantially the same size in the course of repairs or upgrading the communications facility is not and will not be deemed to be a material alteration, provided that such replacement does not result in any change in the method of attachment or location of SSLP's equipment. Owner shall review the Plans and return any written comments to SSLP no later than fifteen (15) days after Owner's receipt of a complete set of the Plans from SSLP. In the event SSLP's Plans require cutting or welding of Owner's tank or other modification of the original tank structure, such "Plans" shall also be submitted to the manufacturer of the Owner's tank for approval, provided Owner provides SSLP with such manufacturer's contact information, and SSLP shall pay the manufacturer for all reasonable costs of such review. Such approval by the manufacturer shall be submitted to the Owner as part of the "Plans". If SSLP receives timely comments from Owner requesting reasonable modifications to the Plans, SSLP shall revise the Plans and resubmit a complete set of the Plans as revised for Owner's review and approval. Owner shall have fifteen (15) days to respond in writing to any revised Plans. Following Owner's (i) acceptance of the Plans; or (ii) failure to respond in writing within fifteen (15) days after receipt of the original Plans; or (iii) failure to respond within fifteen (15) days after receipt of any revised Plans, the Plans shall be deemed acceptable to the Owner. As deemed necessary by the Owner or manufacturer of Owner's tank, SSLP shall have the manufacturer, or such other contractor as approved by Owner, on the Site to perform (if and only if such party is mutually acceptable to SSLP and Owner) or oversee SSLP's installations for the purpose of maintaining the integrity of the existing warranties on Owner's property at the Site and SSLP shall pay all costs for such installation or oversight. Any structural elements or attachments to Owner's facilities installed by SSLP on the Site shall meet or exceed the original tank design windloading requirements. SSLP's improvements permitted under this section shall not interfere with the Owner's use of its Site."

5. Section 9 of the foregoing Agreement is hereby amended by the addition of the following at the end of Section 9:

"SSLP agrees to install equipment of types and frequencies which will not cause interference to the existing hospital operations and equipment operated by the hospital located on the property adjoining the Premises (provided the hospital is operating its equipment within their assigned frequency and do not change such frequency). Subject to the foregoing, in the event SSLP's equipment causes such interference, Owner shall notify SSLP in writing of such interference and SSLP will immediately take all steps necessary to correct and eliminate the interference. If such interference is not corrected within a reasonable period of time after receipt of said written notice from Owner to SSLP of the existence of such interference, SSLP agrees to cease use of its equipment provided that SSLP shall have an additional thirty (30) days solely for the purpose of conducting intermittent tests of its equipment. Upon expiration of said thirty (30) day period, if the interference problem has not been corrected, this Agreement shall terminate. SSLP shall indemnify and hold harmless Town of Wallingford, Owner from any and all costs and claims of liability or loss which arise out of interference to the existing hospital due to SSLP's equipment or use of the Premises, except for any claims arising out of the negligence or willful misconduct of Owner."

6. The first sentence of Section 10 of the foregoing Agreement is hereby deleted.

7. Section 11 of the foregoing Agreement is hereby deleted and the following substituted therefor:

"SSLP may terminate this Agreement at any time by notice to Owner without further liability (i) if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or (ii) if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or (iii) if SSLP, for any other reason, in its sole discretion, elects to terminate this Agreement. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default. Notwithstanding the foregoing, in the event of termination by SSLP under

subsection (iii) of this Paragraph 11, SSLP shall pay to Owner a termination fee in an amount equal to six (6) times the monthly rent in effect on the date of termination."

8. Section 17 of the foregoing Agreement is hereby deleted and the following substituted therefor:

"SSLP will procure and maintain insurance coverages in amounts as required on Exhibit C attached hereto. Notwithstanding anything in this Agreement to the contrary, on the commencement of the third Extension Term of this Agreement, SSLP shall obtain and maintain insurance coverage in twice the amounts as required on Exhibit C attached hereto; provided, however, that workers compensation insurance coverage remain at the statutory coverage rate and not twice such rate. SSLP shall also obtain certificates of insurance in compliance with the above-referenced requirements for all subcontractors or materialmen working on the site. Certificates of Insurance shall be furnished to the Owner prior to any such persons accessing the site. Such policies will provide that cancellation will not occur without at least 30 days prior written notice to Owner and, with respect to the commercial general liability insurance, will name Owner as an additional insured. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy."

9. Section 18 of the foregoing Agreement is hereby modified by the addition of the following at the end of Section 18:

"Notwithstanding anything contained herein to the contrary, in the event of damage caused to the Site or Owner's structure on the Site due to any acts of SSLP, its agents or employees, SSLP shall reimburse Owner for the reasonable costs incurred by Owner to restore the damaged areas to the condition which existed immediately prior thereto. Notwithstanding anything contained herein to the contrary, SSLP shall indemnify and hold Owner harmless from any foreseeable damages caused by the negligence or willful misconduct of SSLP, its agents or employees."

Owner Initials \_\_\_\_\_

SSLP Initials \_\_\_\_\_

## EXHIBIT C

### REQUIRED INSURANCE COVERAGES

Please forward a Certificate of Insurance showing the coverages required. Minimum coverages as required by the Town of Wallingford Water and Sewer Divisions are indicated by a check mark.

- (X) A. Commercial General Liability:
  - General Aggregate Limit - \$2,000,000
  - Each Occurrence for Bodily Injury, Personal Injury & Property Damage - \$1,000,000
  - Products & Completed Operations Aggregate - \$1,000,000
  
- (X) B. Automobile Liability:
  - \$1,000,000 Combined Single Limit per Accident for Bodily Injury & Property Damage
  
- (X) C. Workers Compensation:
  - Statutory Coverages for State of Connecticut
  
- (X) D. Commercial Umbrella:
  - Limits (\$1,000,000)
  
- (X) E. Other: The Town of Wallingford named as Additional Insured
  
- (X) F. Thirty-Day Notice of Cancellation:

From: Town of Wallingford  
Department of Public Utilities  
Water and Sewer Divisions  
377 S. Cherry Street  
P.O. Box 725  
Wallingford, CT 06492-0725

Telephone: (203) 949-2672  
Fax: (203) 949-2678

Site Name: WALLINGFORD/Watertank, Wallingford, CT

Site I.D.: CT33XC530

**Memorandum of PCS Site Agreement**

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated \_\_\_\_\_, 2000 between Town of Wallingford, ("Owner"), a municipality with an address at 377 South Cherry Street, Wallingford, CT 06492 and Sprint Spectrum L.P. ("SSLP"), a Delaware limited partnership having an address at One International Boulevard, Suite 800, Mahwah, NJ 07495.

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at Gaylord Farms Road in the Town of Wallingford, County of New Haven, State of Connecticut, within the property of Owner which site is described on Exhibit A attached hereto, with grant of easement for unrestricted rights of access and electric and telephone utility service thereto for an Initial Term of five (5) years commencing \_\_\_\_\_ and terminating on \_\_\_\_\_, which term shall be automatically extended for three additional five-year, Extension Terms and then one (1) additional four-year Extension Term unless SSLP provides Owner notice of its intention not to extend not less than 90 days prior to the expiration of the Initial Term or any Extension Term. A complete copy of the Agreement is on file at \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

**"OWNER"**

**"SSLP"**

Town of Wallingford

Sprint Spectrum L.P., a Delaware limited partnership

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Mike Loucy

Title:

Title: Director, Site Development - Northeast

Address: 377 South Cherry Street  
Wallingford, CT 06492

Address: 1 International Drive, Suite 800  
Mahwah, NJ 07495

Signed, sealed and delivered in the presence of:

Signed, sealed and delivered in the presence of:

Owner Witnesses:

Witnesses:  
Sprint Spectrum L.P.

Sign:

Sign:

Print:

Print:

Sign:

Sign:

Print:

Print:

STATE OF CONNECTICUT     )  
  )     ss.  
COUNTY OF                     )

Before me, the undersigned, this \_\_\_\_ day of \_\_\_\_\_, 2000, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Town of Wallingford, and that he/she as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his/her free act and deed as such officer, and the free act and deed of said Town of Wallingford.

In Witness Whereof, I hereunto set my hand.

---

Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF NEW JERSEY     )  
  )     ss.  
COUNTY OF                     )

Before me, the undersigned, this \_\_\_\_ day of \_\_\_\_\_, 2000, personally appeared Mike Loucy, known to me to be the Director, Site Development - Northeast of Sprint Spectrum L.P., a Delaware limited partnership, and that he in such capacity, and as signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed in such capacity, and the free act and deed of said limited partnership.

In Witness Whereof, I hereunto set my hand.

---

Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

TOWN COUNCIL  
TOWN OF WALLINGFORD, CONNECTICUT  
MEETING PROCEDURES

In accordance with the provisions of Chapter III, Section 4 ("PROCEDURE") of the Charter of the Town of Wallingford, and in conjunction with the provisions of Chapter 3, Section 1-21 of the Connecticut General Statutes (hereafter abbreviated as "CGS 3, 1-21), the following rules of procedure are adopted by the Town Council:

- I. The Town Council will schedule regular meetings on the second and fourth Tuesday of every month in the Town Council chambers of the Town Hall. In addition, the Chairman of the Council or, in his/her absence or inability to serve, the Vice-Chairman may, at his/her discretion, call a special meeting at any time. All Town Council sub-committee meetings, with the exception of the Merit Review subcommittee, must take place at or after 6:00 P.M.
- II. Except as otherwise specified in this procedure, the order of all Council meetings will be conducted at the discretion of the Chairman, or in his/her absence or inability to serve, the Vice-Chairman, with Robert's Rules of Order (Revised 1915) as a guide.
- III. The Council will convene at 6:30 P.M. on the dates of its regularly scheduled meetings; the Pledge of Allegiance to the Flag will be given at the start of each meeting. The Consent Agenda will be presented as described in Rule XV. The Public Question and Answer Period will occur after the acceptance of the Consent Agenda and will be limited to policy and operation of town government. The Public Question and Answer Period will be for a maximum of twenty (20) minutes. Each individual wishing to speak will address their questions or comments to the Council Chairman and limit his/her speaking time to a maximum of three (3) minutes.
- IV. Public input on individual agenda items will be received during the discussion of the specific item, after the members of the Council have had an opportunity to review and discuss the item. Individuals wishing to speak on individual agenda items will be required to address their questions or comments to the Council Chairman and limit his/her speaking time to a total of three (3) minutes. The Chairman has the authority to limit total discussion time for each agenda item, except in the case of a Public Hearing.
- V.
  - A. Business acted upon at regular Council meetings will be limited to the agenda Prepared by the Chairman or his/her designate for each meeting on the Tuesday prior to that meeting. The Chairman will instruct the Council secretary to ensure that copies of the agenda are sent to each Councilor, Mayor, Town Clerk, Town Attorney, Comptroller and all Department Heads prior to such a meeting. The Town Council secretary will have the finished agenda material available for delivery by the evening of the Tuesday prior to the next meeting.

- B. However, subsequent business not included on the agenda may be discussed and acted upon, upon the affirmative vote of a two-thirds majority, but not less than five (5) of those Councilors present and voting.
- VI. Any Councilor, the Mayor, Town Attorney or Comptroller, must request in writing that an item be placed on the agenda of a regular meeting, provided that the request is submitted to the Chairman of the Council by no later than noon of the Tuesday, one week prior to the meeting. All items so requested that will require a specific action be taken must be included on the agenda. However, no more than two items submitted for Discussion and Reporting Out will be placed on any one Council agenda, with each councilor being given an equal opportunity by the Chairman to so place these items. The Council Chairman can grant exceptions to this rule, depending on the length of a given Town Council agenda. No item of new business will be considered unless prior notice is given in the manner described above; however, the Council may suspend this rule in accordance with the provisions set forth in Section V(B) above. Any resident elector may also request in writing that an item be placed on the agenda; however, it will be at the discretion of the Chairman as to whether the item is considered as an agenda item or as an item of general correspondence to the Council.
- VII. Except as provided in Sections V and VI, no rule of the Council will be waived or suspended at any time, unless the councilor requesting such action so states his/her reason and not less than five (5) of the members present concur.
- VIII. The proceedings of the Council, except those portions conducted in Executive Session, will be recorded and reported in accordance with provisions of CGS 3, 1-21. The Chairman and the other Town Council members, the Mayor, the Comptroller, and Town Attorneys will receive an accurate copy of the minutes of all Town Council meetings. The Chairman of the Town Council and the Town Clerk will sign two (2) copies of the approved minutes for public inspection. The Public Library will receive a signed copy of the minutes of all Council Meetings.
- IX. Meetings of the Board of Public Utilities; the Council will request that the Public Utilities Chairman arrange for a completed copy of the minutes of those meetings to be mailed to all Councilors immediately upon completion. It will be the responsibility of each individual councilor to determine whether any Council action is necessary and/or appropriate.
- X. The Comptroller will provide the members of the Council with a monthly financial report of all department budgets.
- XI. The investigatory powers of the Council will be exercised only by decision of The Council at a regular or special meeting, subject to the provisions of Chapter III, Section 10 of the Charter.

XII. Requirements regarding appointments:

A. Mayor's Appointments Requiring Council Confirmation:

- (1) A letter from the Mayor naming his/her appointment must be presented.
- (2) A letter from the person(s) receiving the appointment(s) indicating his/her/their availability and acceptance should accompany the Mayor's letter, but shall not be considered mandatory.

Any name submitted to and approved by the Council for confirmation:

- B. Council appointments: A letter to the Council from all prospective nominees indicating a desire for appointment or reappointment accompanied by an application form provided by the Council will be submitted at least seven (7) days prior to the date set for making such appointments. (This requirement may be waived at the discretion of the Council). Any individual recommended to the Council for appointment or confirmation may be interviewed at the discretion and request of any Council member.

XIII. No correspondence shall be read at a meeting of the Council unless it is addressed to, or intended for, the Council and contains the written signature and address of the person who wrote it.

XIV. These rules may be amended by a vote of not less than five (5) of those members of the Council present at a regular meeting of the Council

XV. Consent Agenda:

Definition: A Consent Agenda is a separate listing from the regular agenda of a variety of items to be approved by one vote of the Town Council rather than specific votes on each item. There is no discussion or debate either by members of the Council or by the general public on Consent items. The opening motion on the Consent Agenda shall be to move the passage of the Consent Agenda. Upon being seconded, the final vote will be taken on the Consent Agenda, passage of which will be by a single vote for approval for all items

Procedure: The Town Council Chairman shall delegate to one or more Councilors the preparation of the Consent Agenda. The Consent Agenda shall contain a motion relative to all matters listed on the Agenda. Review by individual Councilors shall be as follows:

- (1) Agendas will be delivered the Tuesday evening prior to the meeting.
- (2) Each Councilor should review the entire Consent Agenda at his/her earliest convenience. Any problems or question that arise regarding an item on the Consent Agenda should first be taken up with the Department Head submitting the request or the mayor if a satisfactory answer is not obtained.
- (3) If, after following step (2) above, a Councilor still requires more information, he/she shall request that the item be removed from the Consent Agenda by notifying the Town Council secretary by Friday, at 4:30 P.M. Should the Town

Council secretary be unavailable, the Town Clerk should be notified. The Town Council Chairman will also be available to all Councilors to discuss any item on the Consent Agenda in order for it to remain as intact as possible

**XVI. Public Hearing Procedure – Bonding Ordinances**

1. Call the Public Hearing to Order
  - a) Call to order a Public Hearing to introduce an ordinance entitled, "(enter title of proposed ordinance)" and inform the public that copies of the proposed ordinance are on file and open to the public at the office of the town Clerk and at this meeting.
2. Motion to Dispense with Reading the Full Ordinance
  - a) A motion to dispense with the reading of the ordinance in full; that Section 1 of the proposed ordinance be read and that a copy of the complete ordinance be attached to the minutes of this meeting. (Make motion, second, roll call vote, read Section 1).
3. Motion to Adopt Proposed Ordinance
  - a) A motion that the ordinance entitled "(enter title of proposed ordinance)" be adopted (Make motion, second, roll call vote).

**XVII. Decorum and Order:** The meeting Chairman shall preserve decorum and decide all questions of order subject to appeal to the Council.

1. During Council meetings, Council members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the orders of the meeting Chairman or the rules of the Council. Every Councilor desiring to speak shall address the Chair and, upon recognition by the Chair, shall confine himself/herself to the agenda item under discussion and shall avoid all personalities and improper language. A Councilor, once recognized, shall not be interrupted while speaking unless called to order by the Chair or unless another member raises a point of order. All members of the Council shall accord the utmost courtesy to each other, to anyone appearing before the Council and to the members of the general public present at the meetings. They shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statement as to motives and personalities.
2. Members of the general public and those appearing before the Council to discuss an agenda item shall observe the same rules of propriety, decorum and good conduct as are applicable to members of the Council. Anyone desiring to address the Council shall be recognized by the Chair, shall speak into one of the microphones provided and shall begin by stating their name and address for the record. All remarks and questions shall be addressed to the Council as a whole and not to any individual member thereof unless authorized by the Chair. All remarks and questions addressed to other Town officials or individuals appearing before the Council shall be done through the Chair. No person other than members of the Council and the person having the floor shall enter into any discussion either directly or through a member

of the Council without the permission of the Chair.

Adopted:	January 14, 1964
Amended:	January 12, 1965
	February 15, 1966
	January 16, 1968
	January 5, 1970
	January 3, 1972
	January 7, 1974
	January 5, 1976
	January 10, 1978
	January 7, 1980
	January 4, 1982
	January 10, 1984
	April 24, 1990
	January 11, 1994
	January 23, 1996
	March 26, 1996
	February 24, 1998
	October 13, 1998
	January 11, 2000

March 8, 2000

**Republican Recommendations for Meeting Procedure Changes**

1. Amend Rule III as follows:

**DELETE:** "The Public Question and Answer Period will be for a maximum Length of twenty (20) minutes."

**ADD IN LIEU OF THE ABOVE:** "The Public Question and Answer Period will be for a maximum length of thirty (30) minutes."

2. Amend Rule VI as follows:

**DELETE:** "All items so requested that will require that a specific action be taken must be included on the agenda. However, no more than two items submitted for discussion or reporting out will be placed on any one Council agenda, with each councilor being given an equal opportunity by the Chairman to so place these items. "

**ADD IN LIEU OF THE ABOVE:** "No more than two items submitted by any individual councilor will be placed on any one Council agenda, with each councilor being given an equal opportunity by the Chairman to so place items. "

January 28, 2000

**Potential Town Council Rule Changes**

Presented by Democratic Minority

1. Amend Rule III as follows:

**DELETE:** "The public question and answer period will be of a maximum length of twenty (20) minutes."

**ADD IN LIEU OF THE ABOVE:** "The question and answer period will be for a maximum length of thirty five (35) minutes."

2. **DELETE FROM THE LAST SENTENCE OF RULE III:** "...and limit his/her Speaking time to a maximum three minutes."

**ADD IN LIEU OF ABOVE:** "...and if possible, the Council Chairman shall afford each person wishing to speak a reasonable time to do so within the aforesaid thirty five (35) minutes."

3. **ADD A NEW RULE:** "Each regular and special meetings shall be televised."

4. **ADD A NEW RULE:** "The Council shall provide to Department Heads or their Designees visual aid equipment and facilities so that their presentations to the Council, where practicable, may be better viewed by the public. Where practical, Department Heads and/or their designees shall use visual aids so as to help the Council and public Understand their presentations."