

## **REGULAR MEETING JULY 21, 2014**

The Wethersfield Town Council held a meeting on Monday, July 21, 2014 at 7:00 p.m. in the Council Chambers, 505 Silas Deane Highway, Wethersfield.

Present: Councilors Hemmann, Hurley, Kotkin, Manousos, Martino, Rell, Deputy Mayor Barry, and Chairperson Montinieri. Absent: Councilor Roberts.

Also present: Lorel Purcell – O&G, Michael O’Neil, Director Finance, Kathy Bagley, Director Parks and Recreation and Social and Youth Services, Mike Turner, Town Engineer, Sally Katz, Director Physical Services, Christine Fortunato, Chairperson, High School Building Committee, Mike Emmett, Superintendent of Schools, Fred Bushey, Director Maintenance and Operations, Keith Rafaniello, Director of Technology, Jeff Bridges, Town Manager, Dolores Sassano, Town Clerk.

Councilor Kotkin led the pledge of allegiance to the flag.

### GENERAL COMMENTS

Linda Case, 103 Park Avenue commented on signs and utility boxes up around town and urged the council to take a look at it and stated that it is a plus for Wethersfield to keep up a high quality of life to attract good businesses and good residents. She stated that another form of blight is excess or inappropriate lighting. Some conventional street lights are being replaced with metal halide lights instead of the warmer sodium vapor lights and stated that things need to be watched.

Carl & Irene Braren, 463 Wolcott Hill Rd., commented the Standish House is an Iconic example of Wethersfield’s historic roots. The Standish family recognized this when they generously turned the House over to the town with the understanding that it would be maintained in its setting and appearance as a typical home in a New England village. These terms were accepted by the town when it leased it to the Wethersfield Historical Society. A contract is a contract and feels strongly that the town needs to keep its word.

Cindy Brown, 32 Foote Path Lane, commented that she cherishes the historic district and she is utterly opposed to this Ad Hoc Committee. She stated that while Councilor Manousos is very well meaning, he has no understanding of what our Historic District means to our community. This community without our historic district is like every other community. It sets us apart and the beautiful 1800 century Standish House sits there as a focal point of our whole historic district. The very idea of selling this property to a private enterprise would be a dreadful mistake. She stated that we need to protect this beautiful property and hopes the Council ignores the request for the Ad Hoc Committee.

Jacqueline Smith, 524 Main Street, commented that the area around the Cove has become a very blighted area particularly the white sign across the warehouse. She stated that the whole warehouse foundation is falling apart and the parking lot is filled with pot holes, garbage, storm debris and tree limbs that are not picked up. She commented that we invite people into the area and it looks terrible. She stated that there are barely any boats that go out of there anymore and that few people visit the area. She stated that we need to maintain and clean up the area and then promote it. She urged the Council and the Historical Society to look at this area.

Peter Gardow, 60 Griswold Rd., commented that having an Ad Hoc Committee and having concerned citizens being part of this committee coming up with better ways to run this so it’s affordable for the town is something that is important. He stated that public buildings oftentimes are neglected and he would hate for the town to have to rebuild this building. He commented that coming up with this committee would be a good step to move forward.

Gus Colantonio, 16 Morrison Avenue commented on the lack of a stop sign on Morrison Avenue.

Robert Young, 20 Coppermill Rd., commented on the tax increases in town. He urged the Council to form a committee to look at the Standish House and feels we need to have some real answers.

Buzz Williams, 141 Main Street, commented that putting the Deming-Standish house up for grabs to the highest bidder would be a terrible disservice to the town and the historic district. He also provided some facts about the historical structure of the house and stated that it is time to let this proposal die.

Candace Holmes, 408 Hartford Ave., President of the Governing Board of the Wethersfield Historical Society read some of the facts and provided a history about their relationship with the Town and the Standish House. It will be included as an addendum to the meeting minutes.

Dorene Ciarcia, 36 Spring Street current Wethersfield Historical Society Governing Board member and as past President whose name is on the Standish House Lease representing Wethersfield Historical stated that in 2007 and 2008 there was a great deal of due diligence done with respect to that lease whether it was with the Town Council at that time, the Infrastructure Committee, the Town Manager, Town attorneys, etc. and was discussed on a public record as well. She commented that she finds it redundant that we would, six years later, be looking at that again. She stated that we have a signed agreement that went through the process and it is signed and it is done whether we like it or not and if we make a precedent of reopening leases that are signed and done we are going to have issues down the line with potentially other town agreements and contracts because this would set a precedent for doing so and doesn't think that this Ad Hoc Committee it a good idea.

Leigh Standish, 278 Hartford Ave., commented that his Grandfather Gerhard Butler Standish undertook great effort to bring the Standish heirs into consensus over entrusting the family's property to the town so that it would be cared for in perpetuity. His specific language was that the property was offered to the town by the Standish heirs to preserve the rare setting and appearance of the most typical New England Village. He stated that many things have changed since those days but he sincerely hopes that the character of this town's leadership is such that it too can be trusted. It remains to be seen. He stated that his grandfather gave very generously to the town he loved, giving his role as a Wethersfield Historian, his historical research and writings, his pro bono design of the town seal under which you sit tonight, his role in formation of the Historical Society with Village Improvement Association and his Chairmanship of the Town's Tercentennial Committee, the Standish heirs intent for historical preservation was quite clear. He stated that when cavalier council members treat such original intent with this level of disregard, it sends a deep chill to anyone contemplating future gifts to the town. He added that this architectural treasure was given and rightly belongs to Wethersfield Citizens and to posterity. If it falls into private hands, the town loses control of an irreplaceable historical asset to the foibles of a private party's business plan. It harms the historical society's ability to continue its contributions to the town's well being and it violates a trust that I and many others will not soon forget. He urged the council to stand by your well considered major majority derived and binding decisions. Do not lend credence to this transparent effort to end past deliberations nor cave to inappropriate pressure. Public comments have overwhelmingly supported your past decisions and the status quo. Stay the course.

Dorcas McHugh, 508 Highland Street, commented that back in the 1980's after closing some town schools, the town asked the Historical Society if they can take over the Wells School building. They said no at first but after receiving a donation from Mrs. Keeney to help with the renovation of the Wells School we were so excited to think that we could open that building one room at a time with the donation. She stated that it took them 10 years and raised funds privately with cooperation from the town but without town money, we raised \$1.4 million and opened up the Keeney Building and it has been fabulous for this town, but we only could have done it with the leadership of the Town Managers. She stated that one of the agreements at that time was how was the Historical Society going to maintain this building in it's day-to-day operations and that's when the Deming-Standish House came in to play and the rent from the Standish House was to help the Historical Society with their daily expenses and in addition the

town plugged right in and helped us with the electrical for five years and it was a wonderful cooperation between the town and the historical society and it has become very successful. We get back to why are we trying to break this lease and this cooperation that we've had because the historical society and the budget is public. It is not a rich society. They work very hard just to meet their budget in the course of a year and are always working on fundraising. She commented that Wethersfield is the oldest town in Connecticut. It was established in 1934. The people in this town have worked so hard for generations to preserve this heritage. We have the largest historic district in Connecticut. We are a small town but we are a hard-working town and we've had so much cooperation that we have been successful in Old Wethersfield and plead with you to please not sell Wethersfield Historic Heritage. It isn't for sale.

John Console, 38 Ivy Lane, commented that the proposal to sell a donated historic property that is in the heart of the historic district is the same as selling a piece of town history that will never come back once gone. Mr. Console commented that the council should be focused on reducing taxes because in two years everyone in this room will be paying an additional 10% more in taxes and talking about this one property that is costing the town some money is like stepping over some dollars to pick up some pennies. He stated that the council should be focused on taxes because in two years you are going to be driving a lot of taxpayers out of this town if taxes continue the way they are and we should be focused on that. We should also be focused on the Wethersfield High School to ensure that the building comes out properly. If it wasn't for the gift that we received from the State of Connecticut, the \$10,000,000, our 10% increase would be more like a 12% increase. We should be focused on the commercial properties in this town. I understand there is 23 commercial properties that are in the process of bringing legal action against the town for the increase in taxes and we should be looking at that. If any of these commercial properties were to fold up and leave or any businesses fold up and decide to leave, we would be in a world of hurt. He stated that we should be focused on the blight that is on the Berlin Turnpike, corner of Nott St, and the Berlin Tnpk. He stated that having buildings like the historical society and what they do is an important role in this town far longer than I have lived here. Without organizations such as this and without some backing from the town, we'll become the south end of Hartford and I don't want to see that.

John Porriello, 49 Dudley Rd. 322 Silas Deane Hwy., encouraged the Town Council not to pursue the sale of the Standish House for several reasons. He commented that there is a binding lease with the Historical Society and we don't need any more unnecessary legal bills. He stated that Candace brought facts tonight that show the Historical Society is a wonderful steward of the Standish House. He stated that a chilling effect that the sale would have is any future donations to the town which you might as well just say we are not interested in honoring our word any more for any future donors. He also commented that Lt. Mitney has been doing a fabulous job in helping my neighborhood resolve a problem so kudos to him.

Paul Copp, 100 Executive Square, commented that he was asked by Mr. Manousos to be on the committee and he accepted. Mr. Copp stated that he doesn't think that he was asked to do anything about selling the Standish House. He stated that he had never heard of this lease and for 50 years it was even more of a surprise. He stated that there is legal opinion that the lease is null and void and there is legal opinion on the other side and in the middle. He stated that this Committee is going to go forward and he is still going to keep looking into it because it has become very interesting and he has learned more about the Historical Society and the Town by doing this. He stated by having the Town Council endorse it all it does it gives the Committee some resources and paperwork that the Town Manager has. He stated that he does not have any predetermined opinion and asked what could happen. It can stay as it is, it could be deeded to the Historical Society, selling it would present a whole lot of problems, so not certain how that would work out, but everything should be looked at and he thinks it is in the interest of the Historical Society of the town and all its citizens and he thinks it should be endorsed and looked at.

### COUNCIL REPORTS

Councilor Martino reported that there has been an EDIC meeting and a couple of subcommittee meetings. He stated that the Finance subcommittee is working on finalizing the revisions to the façade loan program to standardize things and it should be finished next month for a presentation to the Manager and out to the Council. He reported that the Marketing Subcommittee has started working on next year's town calendar moving ahead with the business directory

website, working on a fall business breakfast meeting and December Salute to Business Dinner. At the breakfast meeting they are looking to bring speakers in to give help and advice to our businesses in town.

Councilor Hurley reported that he is on the Finance Committee and he didn't know that there was Finance Subcommittees going on.

Councilor Martino reported that the EDIC has their own subcommittee finance to go over their budget and overseeing their Façade Loan Program. He explained that there are two subcommittees, one for Finance and one for Marketing.

Deputy Mayor Barry reported he attended the Wethersfield High School Building Committee last Monday and things are in full swing right now and there are folks here from the Committee from O&G and Mr. Emmett as well and are prepared to speak in more detail if folks have questions and stated that the project is proceeding on schedule. The Phase II contracts, some of which we'll be asked to deal with this evening, everything has come into budget.

Councilor Kotkin reported that the Wethersfield OPEB Trust met back in June and reminded folks this was created a couple of years ago basically to help the town fund its future retiree health care obligations and an actuarial basis those approximate somewhere around \$70 million dollars or so just based on the promises that have been made through labor contracts over the years with the town employees. He stated that the bad news is that as of a few years ago, we had nothing in the trust. The good news is that the past couple of councils have started to fund it and the market value of the securities and the trust were about \$7.5 million dollars as of May 31<sup>st</sup> and the return on the trust which is investment in a combination of fixed income and equity securities was about 10% since the inception so it grew nicely and based on the fact that we've had a couple of good years in terms of health care within town employees, we are going to be able to put in additional money into the trust maybe approximating a couple of million dollars over the next several months. Mr. Bridges commented somewhere between 1 to 2 million. Councilor Kotkin commented that it is a big obligation. The good news is that unlike some towns in the State, we are actually starting to set aside some significant dollars to address them. He stated that connected to that the Insurance Committee met the same night and with one month left to go in the fiscal year so also as the end of May, we had a surplus in the last fiscal year's health care account of just over \$1 million dollars and that has to do with a number of things but including the fact that just the health care related claims paid by the town has not only stopped growing, it has actually gone down somewhat over the last couple of years so that's good news. He also stated that subsequent to us setting the budget, we were able to negotiate a slightly favorable rate from CIRMA, saving us about \$11,000 on our liability policy. Mr. Bridges responded yes, their estimate of 5% actually came in at 3. Councilor Kotkin stated that there was a little break on the current year's budget that we've started on and the other which wasn't so good is with last couple of years we've been able to get an equity distribution from CIRMA but because their reinsurance costs are going up it doesn't look like we are going to be getting any supplemental revenue from CIRMA in the form or an equity distribution. The good news is we didn't budget for it anyway.

Councilor Rell reported that next week Tuesday, the 29<sup>th</sup> at the Keeney Cultural Center at 6:30 p.m., there will be a presentation and a workshop for the Heritage Walk which has shown some progress along Old Wethersfield to tour with various stops and kiosks. He stated that the public is invited to go and see what is being offered by the volunteers that dedicated their time to this task.

#### COUNCIL COMMENTS

Councilor Martino commented that he received a blight request last week and turned it over to the Manager and the new person we have on board in Zoning and Enforcement on blight. He stated that Monica did a super job and she responded to it and it was taken care of quickly so kudos to our new hire for taking care of the problem right away. He stated that within a couple of days everything was taken care of. The grass was taken care of and now they are taking care of the gutters. He gave kudos to the Board of Education for the graduation last month. He commented that we hear how the school is not doing well and we are not getting a return

on our money but it came up that day that this class that just graduated had the most honor students, honor society members, won the most awards, the Jets Program won the National Championship two years in a row, there are more kids going to college so we had a super class and really talented kids. He stated that the Salutatorian instead of giving a speech sang and did a super job so my comments to the Board of Education on a fine class that just graduated from our system.

Councilor Manousos commented that he appreciates seeing everyone here tonight especially members of the Historical Society. He stated that he has been waiting for an opportunity to really explain what this Committee is and what we are trying to do so I haven't had the opportunity or wasn't given it to get in front of the board or the historical society to explain it because a lot of what I've heard tonight and I think Paul Copp echoed it, was everything revolved around the preconceived notion that all that we wanted to do, me personally or this hand-picked committee, was to sell the Deming-Standish House and that's not it at all. That may have been what grabs peoples' attention or might have been the misinformation that has been circulated among the group but that's not it at all. All we are really asking is, and let me preface this by saying that I was born and raised in Wethersfield and have a full appreciation for the history of the town for what the Historical Society does. Many people that I know respect on that are supporters and board members so that has nothing to do with what we are trying to do. John Porriello had said that we have a fiduciary responsibility to preserve the town and yes, indeed, we do, but we also have a fiduciary responsibility for the entire town which includes the preservation of it and so what we are really talking about is not selling it to a private owner it's trying to find alternatives to the current situation that would do three things. That would preserve the funding for the Historical Society, that would preserve the structure and that would reduce the net expense to the town so that is something as far as, I'm not sure why if there is a better way of operating and managing that's a win-win for all parties, I guess the question is why would we be afraid to look at that. Councilor Manousos commented that some people have had some other ideas about quality of life and some other things that they would like to see around town. Couldn't a win-win situation here, if there is one that is acceptable, help fund or source some of these other issues. He commented isn't it really our responsibility to really find other ways to operate. We do this in our homes and we do this in our businesses. Why shouldn't we do this here, that's our obligation to the taxpayers of the town and if every concern of the Historical Society is met, so why shouldn't there be this discussion. Again, there is no harm in it. I think it was Peter that said this is like chicken soup, I guess there is no harm in chicken soup. Councilor Manousos commented that just because there is a 50-year lease and a deal is a deal to me that is just not good justification, not if our interest collectively is truly in the entire town. So again, all we are really asking is what harm is there in looking at alternatives that can meet all these objectives. These weren't hand-picked members of the Committee to the extent that I wanted people on this that had only one opinion. That's why I invited Candace and Lee as my first two calls. I'm still disappointed that they didn't want to serve on it and it certainly would be great if they still wanted to. If people have read the request tonight, they would see that the goal is not to sell the building, it's to find alternatives that meet those three objectives of the Committee and those weren't dreamed up by me. Those came from residents in town. I'm happy people came out here; there was also an on-line poll that somebody did that showed that almost 65% of people that responded either wanted the Ad Hoc Committee to look at this or to sell the building. Again, I'm not saying we sell the building but I think that's compelling enough to say that we should at least support this group of very good people. I can read the Members again, Paul Copp Unaffiliated, Robert Garrey, Republican, me, I'm a Republican, Claire Mead, Unaffiliated, John Mullin a Democrat who is also on the Capital Improvement Committee, Jennifer Wolf, Unaffiliated. These are all respected individuals in our community. So, it is not a cavalier group and it certainly is not hand-picked for one particular purpose other than to do what everybody thinks is right for the town, and again, what is right for the town will be right for the Historical Society. So, if we are to listen to the public then there is no reason why we shouldn't support this Committee and not just members here. Councilor Manousos stated that the reason why this was brought up today in this formal way is because last time, we did it kind of on-the-fly and certain council members suggested that it should be brought in front of the Council in this manner and that's what we did. So, like Paul said, regardless of the outcome here, the Committee will still continue to look into this, come up with alternatives that may or may not work and we hope there is more dialogue and we certainly, again, enjoy the Historical Society being a part of it.

TOWN MANAGER'S REPORT

Mr. Bridges explained that there is a motion relative to the lease at Executive Square for the tower location that Attorney Borea will go over with you. Also, there is a full set of the high school renovation materials that took over 200 pages in the packet so we printed out the most important pages for you to look at and just so you know the agenda form that we usually put individual motions on, that one form has three motions. There is three separate pieces to the high school project tonight. The first one is purchase of furniture, fixtures and equipment to Phase 1 and 2, the second is to award the bid packages that were delayed in anticipation of the additional funding and 3, there's three value engineering deductions on three particular contracts that we will ask you to take tonight and throughout that item we'll have people explaining each one. So just so you know there are three motions on that one agenda form.

TOWN CLERK COMMUNICATIONS

Dolores Sassano commented that we have a Republican Primary coming up on August 12<sup>th</sup>. All the polling places will be open 6 a.m. to 8 p.m.. Absentee Ballots are available tomorrow from her office. The officers that are going to be voted on are Governor, Lieutenant Governor and Comptroller. Also, next Monday, the updated land records system, which you had previously approved, will be installed. There may be a time in the afternoon where we will be unable to process the land records we will still accept them as received that day.

COUNCIL ACTION

ORDINANCES, RESOLUTIONS, APPOINTMENTS FOR INTRODUCTION

Deputy Mayor Barry moved to “**APPOINT THE FOLLOWING INDIVIDUALS TO THE BOARDS AND COMMISSIONS**”, seconded by Councilor Kotkin.

**APPOINTMENTS TO BOARDS AND COMMISSIONS**

**BOARD OF ASSESSMENT APPEALS - REAPPOINTMENT**

Brent Owen (Alternate) Reappointment	D	42 Wells Farm Drive	7-21-14 to 6-30-20
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**BOARD OF BUILDING APPEALS - REAPPOINTMENT**

Scott Courtemanche - Reappointment	D	200 Rutledge Rd.	7-21-14 to 6-30-19
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**CAPITAL IMPROVEMENTS ADVISORY COMMITTEE**

John Mullin - Reappointment	U	158 Windmill Hill	7-21-14 to 6-30-16
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**CENTRAL CT HEALTH DISTRICT**

Angela Colantonio - Reappointment	U	16 Morrison Ave.	7-21-14 to 6-30-17
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**CT RIVER ASSEMBLY**

Joseph Smith - Reappointment	D	83 Apple Hill Rd.	7-21-14 to 6-30-17
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**CONSTABLES**

Albert Bonfiglio - Reappointment	D	33 Old Post Rd.	7-21-14 to 6-30-16
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John O’Leary - Reappointment	U	PO Box 290002	7-21-14 to 6-30-16
Brian Zito - Reappointment	D	55 Charter Rd.	7-21-14 to 6-30-16
Robert Turgeon - Reappointment	D	962 Cloverdale Circle	7-21-14 to 6-30-16

**DESIGN REVIEW ADVISORY COMMITTEE**

Bruce Bockstael - Reappointment	U	255 Crest Street	7-21-14 to 6-30-17
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**WETHERSFIELD ADVISORY COMMITTEE FOR PEOPLE WITH DISABILITIES**

Kathleen Kanya - Reappointment	D	27 Meadow View Dr.	7-21-14 to 6-30-16
Jocelyn Valente - Reappointment	U	55 Old Common	7-21-14 to 6-30-16
Lee Sekas – (fill vacancy)	D	117 Wells Rd., Unit 13	7-21-14 to 6-30-16
Christine Taylor - Reappointment	TE	Town Employee	7-21-14 to 6-30-16

**FAIR RENT COMMISSION**

Jeanette Soroko - Reappointment	U	37 Fairway Dr., Unit B	7-21-14 to 6-30-16
Cynthia Zuerblis - Reappointment	D	119 Two Rod Highway	7-21-14 to 6-30-16
Sue Grady - Reappointment	D	25 Westlook Rd.	7-21-14 to 6-30-16

**FENCE VIEWERS**

Harry Lichtenbaum - Reappointment	D	16 Towne House Lane	7-21-14 to 6-30-16
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**HISTORIC DISTRICT**

Chris Lyons - Reappointment	D	21 Woodland St.	7-21-14 to 6-30-19
John Aforismo, Alternate	D	185 Broad St.	7-21-14 to 6-30-17

**HUMAN RIGHTS & RELATIONS**

Sandy Schultz - Reappointment	D	64 Springdale Rd.	7-21-14 to 6-30-17
Maryann Wardak - Reappointment	U	51 Ridge Crest Circle	7-21-14 to 6-30-17

**INSURANCE COMMITTEE**

Frank Sena - Reappointment	D	103 Eastern Drive	7-21-14 to 6-30-19
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**LIBRARY BOARD OF DIRECTORS**

Dorene Ciarcia - Reappointment	U	36 Spring St.	7-21-14 to 6-30-17
Hannah Granfield (fill vacancy)	D	79 Buckland Rd.	7-21-14 to 6-30-15
Nicole Ferrari (fill vacancy)	D	25 Belmont St.	7-21-14 to 6-30-16

**PARKS & RECREATION**

Peter Silbo	D	72 Dix Rd.	7-21-14 to 6-30-17
Bill Derech, Jr.	D	132 Randy Lane	7-21-14 to 6-30-17

**PERSONNEL APPEALS BOARD**

J. Edward Brymer - Reappointment	D	64 Old Post Rd.	7-21-14 to 6-30-17
Maria Alfonso (fill vacancy)	D	256 Brimfield Rd.	7-21-14 to 6-30-16

**PLANNING & ZONING**

Thomas Harley - Reappointment	D	289 Cedar Street	7-21-14 to 6-30-17
Anthony Homicki - Reappointment	D	201 Cumberland Ave.	7-21-14 to 6-30-17
Thomas Dean - Fill vacancy	D	33 McMullen Ave.	7-21-14 to 6-30-17
Ryan Allard (Alternate)	D	75 Somerset	7-21-14 to 6-30-17
Basia Dellaripa (Alternate)	D	37 Robbinswood Dr.	7-21-14 to 6-30-17

**REDEVELOPMENT AGENCY**

Paul Thompson - Reappointment	U	148 Clearfield Rd.	7-21-14 to 6-30-19
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**SENIOR CITIZENS ADVISORY COMMITTEE**

Barbara Hignee - Reappointment	D	126 Valley View Dr.	7-21-14 to 6-30-16
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**SHADE TREE COMMISSION**

Philip Cashman - Reappointment	U	96 Ox Yoke Dr.	7-21-14 to 6-30-17
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**SOLOMON WELLES HOUSE**

Anne Doyle - Reappointment	D	269 Wolcott Hill Rd.	7-21-14 to 6-30-17
Theresa Rose Urbanski - Reappointment	D	46 Marmor Court	7-21-14 to 6-30-17
Sue Buckland (fill vacancy)	D	766 Wolcott Hill Rd.	7-21-14 to 6-30-16

**TOURISM COMMISSION**

Dorcas McHugh - Reappointment	D	508 Highland St.	7-21-14 to 6-30-17
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**TOURISM DISTRICT, CENTRAL REGIONAL**

Katie Sullivan - Reappointment	D	79 Wright Rd.	7-21-14 to 6-30-17
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**TRANSIT DISTRICT, GREATER HARTFORD**

Brendan T. Flynn - Reappointment	D	109 Springdale Rd.	7-21-14 to 6-30-18
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**ZONING BOARD OF APPEALS**

Tom Vaughan- Reappointment	D	484 Coppermill Rd.	7-21-14 to 6-30-19
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**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

Councilor Hemmann moved **“TO ACCEPT THE REAPPOINTMENTS OF CHRIS HEALY, 27 DORCHESTER RD. TO THE BOARD OF ETHICS EFFECTIVE 7-21-14 TO 6-30-17, JOHN MAYCOCK, 13 MEGGAT PARK TO FLOOD & EROSION EFFECTIVE 7-21-14 TO 6-30-17 AND TO APPOINT TERRY SANTAPAOLA, 131 CARRIAGE HILL TO THE LIBRARY BOARD EFFECTIVE 7-21-14 TO 6-30-17. TO ACCEPT THE REAPPOINTMENTS AS CONTABLES FOR GEORGE W. COTE, 131 CHARTER RD., STEVEN A. MCFARLAND, 80 FARMINGDALE RD., FREDERICK H. RACKLE, 14 PEBBLE RD., ALL EFFECTIVE 7-21-14 TO 6-30-16,** seconded by Councilor Rell.

All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

Councilor Manousos moved **“TO APPOINT AN AD HOC COMMITTEE, WITH THE MEMBERSHIP AS REQUESTED, FOR THE PURPOSE OF REVIEWING THE LEASE BETWEEN THE TOWN, THE WETHERSFIELD HISTORICAL SOCIETY, AND ANY SUBLEASE IN EFFECT AND TO MAKE A REPORT TO THE TOWN COUNCIL WITHIN SIX MONTHS OF THE DATE OF APPOINTMENT. SAID COMMITTEE WILL TERMINATE UPON THE PRESENTATION OF THE REPORT TO COUNCIL”**, seconded by Councilor Hurley.

Deputy Mayor Barry commented that his view is that the discussion started with conversation about the sale of the Standish House and that’s what got the whole ball rolling. The focus now is on a lease six years old, a decision made by a council six years ago. I got involved in politics because, frankly, I wanted to do something and wanted to do something and be a person of my word. I think a contract is an agreement and I think it is not a good use of the town resources to focus on ways to get out. I do think it is a very bad precedent to look back in this fashion. I think it sends a bad precedent both to folks who would want to give gifts as it’s been said to the town and also folks who want to do business with the town. If eight years from now some other council, no one whose sat at this table can say listen I don’t really like what we really agreed to so let’s figure out a way to get out of it. I don’t think that is a good use of town resources and for those reasons, I do not support the Ad Hoc Committee continuing on. I also think that the conversation has not respected the role of the Historical Society both to the culture and the fabric of this community so for all of those reasons and other folks have said it more eloquently, but I do not support continuing on with the Ad Hoc Committee.

Councilor Kotkin commented that echoing the Deputy Mayor’s comments sometime back in the 1920’s, the governing body which I don’t think was a councilmen maybe was a Board of Selectman, accepted a gift on behalf of the town and I do not think that we should go down a path where we sort of unaccept that gift unless the heirs wanted it back and it’s apparent that they don’t. The number two is we do have 44 years left on this lease with the Historical Society. If the Historical Society and the town together wished to change the terms of the lease, I think we should get together and talk about it. It’s apparent from the discussion tonight that the other side of this lease does not want to go down that path. Councilor Kotkin commented that he is very weary of forming an Ad Hoc Committees for very specific purposes. He compared it to what if Tony comes to me and says we really have to have an Ad Hoc Committee on the repaving of Two Rod Highway or on putting more playscapes in various locations in town and so forth. That’s really the responsibility of the Council and the Council Committees to go down that path if there is an issue, so I don’t like even the concept of the Ad Hoc Committee regardless of which party brought it up here. Finally, this does as part of the motion does say they are looking for some service from the Town Manager for this. We’ve had a lot of discussion tonight about the difficulties the town is facing in terms of limited economic growth and increasing levels of costs related to our services. The Town Manager has a lot on his plate in terms of trying to guide us to both improve our services and yet reduce costs preserving public safety. This is just not something that I would want him to have to focus on over the coming six months or so. So for those reasons, I will be voting against this motion.

Councilor Hemmann commented that she supports the motion and it’s not necessarily to only look at the lease but when I look at the objective of preserving the structure that is a big expense that I think needs further discussion. We have talked very significantly about capital improvements and the competition we have between all the different pieces of such and this is yet another one in trying to get a better handle on what those are because there are many things in relation to the infrastructure within the community that need our attention and they compete for funding sources so I think that I see that as part of the discussion in looking at alternatives.

Councilor Rell commented that to Jeff’s point about possibly creating various Ad Hoc Committees just because one or two council members would like to address a certain issue in town much like you had mentioned about the repaving of Two Rod Highway, if the Town had repaved Two Rod five years ago and it needed to be repaved again, I would want to know why the town had to repave a second time. Much like the Standish House, the work that has gone on over the years by the town has to be duplicated yet again. For example, I believe we are going to be looking at the painting costs of the Standish House. The town just paid to have it painted five years ago or less, yet we are going to be doing it again. I would like to see through this Committee, some of the costs incurred by taxpayers here

in town. Not only what you see on the physical building, but the landscaping, the plowing, the utility costs, snow removal. These are all costs borne by the taxpayers of the town. Councilor Rell commented that while I appreciate Ms. Holmes' fax sheet that she had given, this is the exact reason why we need a committee. I didn't know a lot of this stuff and I'm very appreciative that she provided it to us, but an Ad Hoc Committee having public hearing right here in this room, to have the public input to sit here and testify on some of these things on both sides, those for or against additional insight into the Standish House, I think that gives us reason enough to have a Committee so that we could hear from the public input. While we are hearing a lot tonight, hearing this testimony towards a Committee to report back to us gives us not only the side on one side but gives us a chance to listen to the other side. For that reason, I do support the creation of an Ad Hoc Committee.

All Councilors present, including the Chairperson voted. The motion did not pass 4-4-0. (Councilors Hemmann, Hurley, Manousos and Rell vote Yes. Councilors Kotkin, Martino, Deputy Mayor Barry and Mayor Montinieri voted No).

#### UNFINISHED BUSINESS

None.

#### OTHER BUSINESS

Mayor Montinieri invited Christine Fortunato and Lorel Purcell to the podium to guide everyone through the Wethersfield High School Renovation Project.

- a. Councilor Martino moved **"TO AUTHORIZE THE PURCHASE OF THE PHASE 1 AND PHASE 2 FURNITURE, FIXTURES, AND EQUIPMENT AS REQUESTED AND RECOMMENDED BY THE BUILDING COMMITTEE"**, seconded by Councilor Kotkin.

Christine Fortunato commented that they are here this evening to provide some information about furniture, fixture and equipment purchases for phases 1 and 2 that were approved by the Building Committee at our meeting last meeting. Phase 1 of the project is the renovations that are taking place, the additions which would be equipment for the new music wing, athletic wing, media center and so forth. Phase 2 is administration that includes guidance and nursing, support services. It's also academics as well. Christine Fortunato invited Mr. Bushey from the Board of Education and Mr. Emmett, Superintendent to the Podium to answer any questions.

Mr. Bushey commented that he hesitates to read through all of it because it is a very huge large package. He explained that he will give some numbers that will suffice you but if not to please feel free to ask any questions about anything that we have before you tonight. He stated that Phase 1 package is approximately \$396,466,000 and that is for all the furniture that has to go within the media center, the choral and band room and the gymnasium. There are some other areas, the trainer's room that are also part of this. He stated that Phase 2 package is worth approximately \$355,123,000. This includes science rooms, admin area, guidance, all case work, all different furniture's involved. Mr. Bridges commented on Phase 1, the \$416,000. Mr. Bushey explained that the \$416,000 encompasses not only FF&E but technology also. Mr. Bridges commented that there are three separate numbers. Mr. Bushey replied that he is using the numbers of FF&E budget which has to do with furniture and furniture alone. Mr. Bridges clarified between the two spreadsheets. Mr. Bridges commented that the Phase I FF&E is \$146,289,000 based on your spreadsheet. Mr. Bushey commented that there was a myriad of items within this and he asked the council for any questions about anything at this point to be furniture and he stated that he can elaborate on the contracts that he tried to piggy back off of. Mr. Bridges clarified the purchase amounts of the furniture from agenda item B3a. Mr. Bridges commented that the \$999,291.46 is the same amount that the Building Committee approved. Mayor Montinieri asked if there were any questions on any of the four items.

Councilor Hemmann asked if there are classroom areas or other areas where existing furniture will be used or if all

the furniture will be new? Mr. Bushey responded that most of the furniture in these two packages Phase 1 and Phase 2 is all brand new. Some of the ABA items that he has purchased for the admin and guidance area, we will retain those. There are certain other items within the guidance which were specialized items that we will retain. Music, band and choral are all specialized and that is all new equipment.

Councilor Hemmann commented that she understands there's a new area, but in looking at the classroom areas, will equipment that exists today be used once the renovation is completed—what proportion of the equipment will be new, understanding the new areas so the changes in what's being used, the media, music center, of course, it's a whole new area and retrofitting isn't going to work with the existing equipment. I saw teacher's desks, different chairs and desks for students. What is the percentage of what will be new versus what will be existing or exists today and is in new condition? Mr. Bushey commented that he is going to take a stab at this and commented about 30% will be able to be retained. The rest of it has gone well above its useful life. He stated that as we have moved a lot of pieces of furniture, they fell apart, big tables that we took out of the science area, as soon as they were unbolted from the floor, they collapsed and things like that had to go. He stated that he is going to try and retain single desks and chairs that are still in good shape for classroom areas and this will be in Phases 3, 4 and 5 as far as purchase. As far as this purchase here goes that we are speaking about this evening, there is almost about a 90% turnover of new versus old.

Councilor Hemmann asked if this is coming in on target, the bids are not over budget from what was in the original budget. Mr. Bushey commented, we are on target, yes. Ms. Fortunato commented that in terms of the replacement, she asks the council to envision the life of the building and the life of the furniture and equipment that is in there and we are updating to have a modern facility. Councilor Hemmann commented that she understands that but just couldn't gleam from the detail about whether, in fact, it did just that because we have been there before and then suddenly furniture comes up and there's no money left and I remember that from the Police Station, and it is fresh in my mind.

Mayor Montinieri asked if the vast majority that is going out is going to be disposed or is there any salvage value. Mr. Bushey commented that we have been able to salvage some things and have been offered out to other schools and the town to take a look at to see if they wanted it. He stated that he has tried to keep as much as he possibly can.

Ms. Fortunato commented that the 90 laptops are for the media center so they will have state-of-the-art equipment.

Councilor Rell asked if we lease the laptops or are they purchased. Mr. Rafaniello responded that this is going to be a purchase, so we'll own them and we hope to get 15 years out of them. Mr. Rafaniello stated that the computers in our school district are 10 years old and they are still trucking and stuff is built better today. Councilor Rell asked if they are upgradable. Mr. Rafaniello responded yes.

Councilor Kotkin asked to take him through when this furniture arrives and where it goes and when it will start being used by students, is it this coming year. Mr. Bushey responded that hopefully by December 1<sup>st</sup> – 15<sup>th</sup>, we should start to come on-line with the media center, the band and choral rooms, the gymnasium area. That will all be newly outfitted for the kids to use. A little while after that the administrative and guidance area so we'll have all new things in there. Again, that will not encompass children obviously but the administration of our building. Getting into Phase 3, 4 and 5, that's when, I think, it will affect the children the most because this is where it will be heavily into the classrooms in the north wing, part of the east and west wing. Again, all classroom areas will be gutted and we will be putting new things in there. Councilor Kotkin asked if a lot of this is for science classrooms. Ms. Purcell commented that the admin, culinary as well as some chemistry labs and some English classrooms. She stated that if you picture the school it's where the admin is and the classrooms that are about it and as you turn the corner, what used to be the lecture hall is going to be all in filled and going to be turned into the new culinary and above that there is two floor levels of classrooms so that's all going to be turned over and that's Phase II. Councilor Kotkin commented by Christmas or so. Mr. Purcell responded that's correct. Councilor Kotkin commented so all this furniture that we are approving tonight should pretty much be in. Ms. Fortunato responded yes pending the approval to be able to get the order in. Councilor Kotkin asked Mr. Bushey to explain why they are picking what they picked

for the school. Mr. Bushey responded durability, length of service that this firm offers. Their furniture stands up to the test of time. He stated that he has been very successful in keeping this brand up and not having problems with it and when he has had problems with it, he has had factory representatives there to help us out first hand and if there was something there that went awry, we've always gotten new to capitalize on. Virco Corporation worked exclusively with Quisenberry Arcari, our Architects as far as putting this package together. He stated that he was a big part of this and stated that all the folks that were going to use it had a stake in this. Councilor Kotkin commented that there were twice as many chairs as student's desks and asked do the student desks have two students a piece. Is that how many of them work. Mr. Bushey responded that some of the desks are tables where you put multiple children at one table.

Councilor Hurley commented that he has never heard of a laptop lasting 15 years and asked if Mr. Rafaniello can go through that. Mr. Rafaniello commented that we have 1200 computers in our school district right now that are all 10 years old and we are going to be in year 11 this year so we make them work. We add ram when we need to and most of our applications now are on-line, cloud based so we don't need as much power in the computer, we don't need larger hard drives because everything we are accessing is via the cloud. So these are laptops that are going to be able to access the internet for many years. Councilor Hurley asked how many laptops we have now. Mr. Rafaniello responded approximately 200 laptops. Councilor Hurley asked these are going to outlast 15 years. Mr. Rafaniello commented that we are going to try because times are tough, we keep using the equipment. So the 1200 computers I just referenced district-wide we are on year 11 and have no plan to get rid of them. We are going to try and replace them as we need to but right now they are working.

Councilor Hemmann asked if the laptops will be secured in the media center. Mr. Rafaniello responded yes they are going to be on carts just as we have Ipad carts, so after the students use them, they put them back on the cart and at night they are locked up. He stated that we have had Ipads now for four years now so we haven't had any lost or stolen. They are also charged over night as well.

All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

**b. Councilor Martino moved "TO AWARD THE FOLLOWING CONTRACTS AND CONTRACT AMOUNTS:**

- a. ROOFING TO SILKTOWN ROOFING FOR \$2,054,140.00**
- b. FLOORING TO URBAN CONTRACTORS FOR \$1,411,335**
- c. CERAMIC TILE TO DALENE HARDWOOD FLOORING FOR \$949,275**
- d. FOOD SERVICE EQUIPMENT TO TODD DEVIN FOOD EQUIPMENT INC. FOR \$718,000**
- e. PAINTING TO MACKENZIE FOR \$602,789",** seconded by Councilor Kotkin.

Mr. Bridges explained that before you are five contracts that were put on hold in anticipation of the additional funding. Lorel Purcell has put together these contracts for review. There is actually a complete summary of all the contract on the first page and then the following pages are a bid summary from Phase 1 and a bid summary from Phase 2. By approving these contracts tonight, all the contracts will have been awarded and then you will move into value engineering deductions which are the next set of motions. Mr. Bridges invited Lorel to the podium to answer any questions.

Mayor Montinieri commented that he knows that these were in the group that we anticipated would hold and asked if that is the case, they have held, and the contractors are still confirmed and well and we are not seeing any impact as a result of the hold and also the schedule. Ms. Purcell responded correct.

Councilor Hurley asked that on the flooring, there were alternatives 10A and 10B that we are not doing. Ms. Purcell responded correct. It was an increase to do a polished concrete and what you'll see on that large spreadsheet are just the alternates that were accepted. So those particular flooring alternates were not accepted. Councilor Hurley asked what happens to that flooring. Ms. Purcell responded that it's going to be BCT instead of polished stained seals concrete. Councilor Hurley asked what does that mean, BCT. Ms. Purcell responded that BCT is what your typical vinyl composition tile. It is what you see, 12x12s, when you usually walk down a hallway. The other process was more expensive. Its bare concrete and they grind it with a diamond grinder. They stain it and polish it so it was an up charge.

Mayor Montinieri asked if that is a lot longer life though if you did that versus the BCT. BCT is what about 15 years. Ms. Purcell responded depending on how well you take care of it. It could be 20 years. The stained sealed concrete, I don't know how often you would have to stain the color again. It requires less maintenance as far as like the buffing operation. Mayor Montinieri asked what areas these are in. Ms. Purcell responded the cafeteria, some science labs. Mr. Bushey explained that BCT is an alternative but that concrete is the optimum way to go because of maintenance. There is much, much less maintenance and everyday upkeep and that BCT must be stripped and waxed on a regular basis. It requires two or three men and many hours to do it. We have to buy a stripper and wax. Ms. Fortunato commented that we have tried to meet Mr. Bushey to see where we can and where it was a matter of cost, we had to compromise. This was an area where the committee decided to go for this item. We have been assured by the consultants on the project that this will serve us well.

Councilor Hurley asked, we'll have to replace it in 15 years. Mr. Bushey stated that as long as we take care of it in the proper fashion which I have very good staff as far as that goes, it can last. Ms. Fortunato commented that the other product was in excess of \$100,000. Mr. Bridges responded that all three alternates would have been added to cover the three areas we are talking about. Mr. Bushey said yes..

Mr. Rell asked if it was a unanimous decision on the Building Committee. Ms. Fortunato responded yes the Building Committee had to vote on all the items. Mr. Rell asked if there was any opposition. Ms. Fortunato commented that she can't recall on this specific item but it was voted by the entire voting membership of the committee. Obviously, there was majority to pass it.

All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

- c. Motion:** Councilor moved **"TO ACCEPT THE VALUE ENGINEERING CHANGE ORDER DEDUCTIONS FROM THE FOLLOWING CONTRACTS:**
- a. CONNECTICUT MASON CONTRACTORS FOR \$140,280**
  - b. GDS CONTRACTING GROUP FOR \$163,272**
  - c. G&R VALLEY FOR \$249,500"**, seconded by Councilor Kotkin.

Mayor Montinieri commented that these are original value engineering initiatives that we are taking and now because we are at the point of approving these budgets, we have to also line item these deductions. These are actually reductions that were looked at earlier but now we are approving the deduction relative to the budget.

Mr. Bridges explained that we approved the full value of the contract and now we are deducting those items that we

have agreed to as value engineering deductions. Mayor Montinieri commented that since the numbers total somewhere around \$550,000; just give us a flavor of the three items what the deductions essentially, materially amount to, going through first masonry, then drywell and then plumbing.

Ms. Purcell explained that the mason credit consists of three changes. One change was just the fact that we got such a late start with our masonry that we actually realized a cost savings by not having to construct the gym walls in the middle of winter. So we were able to realize a \$70,000 savings just for the temporary heat. They would have had to put temporary closers up and provide temporary heat to construct those walls. Another item was to delete the cleaning of the existing exterior of brick façade so this eliminated power washing the rest of the building and that we had talked about that when you are trying to build an addition, you take the bricks and you try to match the building as it is. A lot of times, when you build your new addition and you power wash the building afterwards; all of a sudden it doesn't match again so it isn't necessarily a good thing to power wash the building. So that was in the job and we deleted that.

Ms. Purcell explained that the last item for the mason is just a very highly technical item and it was to reduce some of the rebar and grout and nonbearing interior block partitions. This was something that was discussed with the structural engineer and got direction from the structural engineer just another way to reinforce the new partitions that were constructing in the building. So that was a savings of \$31,000. So those were the three changes for the mason, drywall that also consisted of three changes. The biggest was we were able to reduce the pitch of the roof and I know we had talked about it before. Instead of the ½ pitch, we are doing a ¼ inch pitch, which the State is no longer requiring the ½ inch anyhow. We realized an \$88,000 savings just by not having to build parapet walls along the whole perimeter of the building to make the insulation that much thicker so we realized savings there. Right now we are going to be building temporary partitions in the existing gym and originally when they were doing their takeoff, they were building their partitions all the way up to the roof deck and we said no, we don't have to go that high, bring the ceiling down to 9 feet and we will put acoustical ceilings up. So that was a savings of \$50,000 and then there was a drywall ceiling that's in the mechanical room under the auto shop. It was agreed that we didn't have to worry about that type of noise so we deleted that drywall ceiling and that was a savings of \$25,000. The plumbing, there were a little more changes involved with the plumbing. \$60,000 was for not having to do the ½ inch pitch on the roof. We were able to get some savings on roof drains. Revised water pipe from copper to plex on pipes 1 inch and smaller. Delete installation on vertical storm piping. We had a requirement to do some coordination using a modeling program. We were able to look at that and reduce that cost. We revised above-ground waste and vent piping from cast iron to PVC which is kind of standard now as well as storm piping from cast iron to PVC and it is a heavy duty PVC so that was the majority of the plumbing changes. One more change was to revise a plumbing fixture type and the way that it was flushing the valve device. The owner was involved with the administration and everybody was involved with these changes. It's not reducing the quality of what we are building just material changes.

Mr. Bridges commented that you will see an additional \$1.5 million worth of VE change orders come before the council over the next few months.

Councilor Manousos commented we have another \$1.5 million in value engineering changes. I thought when we got this additional state money it brought us back to completely paying for everything that was originally budgeted for. Mr. Bridges responded, no, it got us to where we would pay for everything after value engineering. We went through a process to determine things where we could change materials and some things without sacrificing quality

but save significant dollars and then approached the state for the remainder of the funding. Councilor Manousos asked so those two value engineering items together are about \$2 million. Ms. Purcell responded correct. Councilor Manousos commented so in other words we weren't \$10 million over budget; we were like \$12 million over budget. Ms. Purcell responded that we added it up at \$8 million. Mayor Montinieri commented that we were potentially at \$10 million before the value engineering.

Councilor Hurley commented that to Stathis point, I thought we approved a \$74 million project. The voters approved the \$74 million dollar project. Ms. Fortunato stated right, what I am saying is as you look at the products, the materials that you are putting into the building, it's a process that we went through. It was determination made about where we could have different products that still, it saved money and got us what we needed. So, that was the process that the committee was going through with the value engineering. We would have been doing that regardless as part of the review. Councilor Hurley commented that he understands it. We had \$74 million approved by voters; we got \$10 million from the state so that's \$84 million, right. Ms. Fortunato responded right. Mr. Hurley commented so that's what the O&G sheet here shows, but that's after the value engineering changes, so the \$10 million wasn't enough, we needed another \$2 million to really get back to where we were originally. Ms. Fortunato responded no I wouldn't agree with that. There were items that were presented that the committee considered. If we had taken all of those items, then yes, but the committee went through reviewed what was necessary, what still met the goals of the project and still saved money.

Mayor Montinieri commented that to Stathis point, I recall it the same way too. We did the value engineering before we went to the state for the space waiver and my recollection was that potentially we were at 11.3 or 11.4 over the original bonding authorization for the town. So, I know we did the value engineering exercise and accomplished that number around \$2 million give or take prior to us being certain that we were going to approach the state on both the space waiver and the additional assistance as well as we looked at our capital budget for possible resources as well so I think Stathis is correct at remembering that potentially we were at that number but we actually never hit it in light of the fact of the value engineering. We knew very early on, in September or October that we were potentially at that \$11.5 number in terms of exposure and it ended up being just under \$10, I think there was a couple hundred thousand at the end of the day between the value engineering and what we got committed through for the space waiver that closed the gap, but I think he is correct at remembering that we had to do both.

Ms. Purcell commented also don't forget that you award \$960,000 in add alternates. So the original budget was not even considering these alternates. So, you had a savings of \$2 million but you spent an extra \$960,000 at the same time. Mayor Montinieri commented that the formula that was used in the space waiver calculation took into account that you had already done the value engineering so the total number submitted for consideration for the foot print had the full number. So both formulas had to work together simultaneously in terms of what Defonzo did for the space. I think that's correct. Mayor Montinieri gave his appreciation to the committee for all the work that has been done to keep our budget in line and thanked them for their effort for that.

All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

Councilor Martino moved **“TO APPROVE AN AMENDMENT TO APPLICATION SERVICE PROVIDER AGREEMENT WITH TYLER TECHNOLOGIES FOR ANOTHER THREE YEARS COMMENCING JULY 1, 2014 AND EXPIRING JUNE 30, 2017 AT THE PROPOSED AMOUNT OF \$335,205”**, seconded by Councilor Kotkin.

**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

Mr. Bridges invited Mr. O'Neil to the podium to speak on this motion.

Mr. O'Neil explained that this is our software and hosting fees that we pay for the munis financial system and this is simply a three-year renewal that the total amount is \$335,205 over the three years and you can see on the third page that that represents just slightly over a 2 percent increase over what we paid over the last three years.

Councilor Kotkin asked if Tyler is the firm we moved away from on assessment software. Mr. Bridges responded that we moved off Tyler and so did everybody else. Councilor Kotkin asked if we are satisfied with these pieces. Mr. O'Neil responded that there are over 100 installations in the state and it is very prevalent. He stated that they tried to get into the tax business several years ago and it just didn't work for them. Councilor Kotkin commented that occasionally we hear some rumblings over at the Board of Education about the use of the munis system and asked if he can talk about where we are and where the Board is and the use of it and adoption and training and so forth.

Mr. O'Neil responded that he always says nobody likes their financial software and there is always something else that it can't do or should be able to do. I can't speak specifically about what the Board is doing. I know that they are implementing some of the HR and personnel functions. We are starting to look at those as well. We actually switched out, there were two modules that we took out with this renewal and we put in a module that was a slight decrease in the price which is called the employees self-service which would just ultimately allow some of the maintenance function of employee information, employees can go in and change their address, and ultimately use it for medical reenrollment when we have our open enrollment during the year and that sort of thing. The Board of Education is a little bit ahead of us in terms of implementing that and making plans for that but we are looking to do the same thing. Councilor Kotkin asked if that was in this contract. Mr. O'Neil responded yes it is that is why there is a fourth page. There is an extra page that has the employee's module on it. That's the employees self-service.

Councilor Martino moved **"TO ACCEPT THE SHED FROM NEXTEL LOCATED AT 100 EXECUTIVE SQUARE CONTINGENT UPON THE STRUCTURAL ANALYSIS AND FINAL APPROVAL BY THE TOWN ATTORNEY"**, seconded by Councilor Kotkin.

Mr. Bridges invited Attorney Borea to the podium to talk about this. He explained that there is a motion on the podium this evening. This would be a conditional approval. We are still waiting for some structural information on the shelter.

Attorney Borea explained that we have two items. We entered into an agreement with Harris Communications to replace the public safety radio system. In order to do that Harris Communications determined that we needed a third transmission site and one of the best places for that was going to be on the roof of executive square. Executive Square currently has a Nextel shelf there that is no longer being used, so we entered into a tentative agreement with Sprint to purchase that shelter and what you have is a bill of sale that is their boiler plate bill of sale. It was not totally filled out as far as the terms are concerned. We did have some comments. The name of the proper corporate name has to be filled out as far as how Sprint is going to represent itself as to what their selling and obviously the Town of Wethersfield is not a Limited Partnership but it is a municipal corporation. Those corrections will be made when I approve it as to form which is one of the conditions of the motion. The term of this is that it is going to cost us \$1.00. So what happens is, right now they have a license agreement with the representative of the owner of executive square. Executive Square entered into a lease agreement many years ago with what is now SBA and they allowed SBA to manage that roof and to install communications equipment on the roof. SBA then went out and began to sublet parts of that roof. One of the sublets was for this Nextel shelter and so one of the conditions of the license agreement is that when they no longer use that shelter they're responsible to go in and take the shelter off the roof and remove all the equipment. So instead of doing that we were fortunate that that was going to be a requirement because we can use that shelter. It happens to be in the location that we need for our radio system. So instead of them going through and taking it out of there because they no longer need it, they are willing to give it to

us for \$1.00 and we have had it inspected. My understanding is that RaeAnn Palmer, our consultant expected it along with Harris Communications and Northeastern Communications, this was our service provider and that they are satisfied with the condition of the shed except that it may need an external paint job so that might be the only maintenance that we can see that this shed is going to need. The other issue that I was concerned with was that originally when this was put in, in 1999, there is a structural analysis that was done by an engineering firm that was sent to Nextel indicating that the roof was sufficient to hold the shed and that it was structurally sound and that the weight of the shed could support that. That structural analysis is old and is like 15 years old now so what I asked Nextel to do was to update the structural analysis and have that structural analysis either addressed to us to have it addressed in a way where it is clear where we are third party beneficiary of that opinion so that we can rely on it. Attorney Borea explained that the 1999 opinion is not only old but it's also not addressed to us and there was no intention that we would ever benefit from it so for us to try to claim if something happens, that we thought it was structurally sound because we had this report, we would have no standing of no legal right. So I had asked that they update it and they did agree to do that as part of this. Apparently, that has not been completed. I have been on them as Jeff knows, multiple times and I am assured it is coming but we still don't have it, so the two conditions of this approval is 1) that it gets into proper legal format and 2) that we receive a structural analysis that is acceptable to us so that we are willing to take this shed because once that sale goes through, then we own the shed and then anything that happens the town is responsible for because then there is a license agreement too that we have to enter into which I'll talk about next. Attorney Borea stated that because of the terms of the license agreement with the owner to keep the shed there, my concern was we had to be comfortable that that wasn't going to cause a problem. So those are the things we need. We are somewhat concerned about time and so we decided, after talking with the Manager, that we would come and asked for the authority to have him executive the bill of sale upon receiving the structural and it being put into the proper legal form so that we wouldn't have to come back to council for another vote because we do have the time issue as far as cutting over to the new system. We wanted to put everything in line so we wouldn't actually take more time than we needed and if we needed to get this thing signed, once we got that, we would not have to come back. So that's why we are here with those conditions on signing this. That was your first motion. I don't know if you are going to do another motion on the license agreement. Attorney Borea explained that there is also a license agreement that ties into this. Once we take the shed it's on somebody else's property it's on the roof of Executive Square. So we have to have an agreement with the owner of the owner's representative in this instance which is SBA to maintain the shed there and that agreement was actually much more complication that this bill of sale and if you would like I can go over the highlights now or if you want to make another motion.

Mayor Montinieri asked if there are any questions on this first motion.

Councilor Manousos asked if the next motion is going to be what the town is going to be responsible for and the license agreement so wouldn't it be wise to listen to that first. Basically, the first motion is saying we are going to buy this shed for a \$1.00, but we don't even know what we are actually going to pay for it once it's there that we own it.

Attorney Borea responded that the license agreement is basically a lease. They didn't use the word lease for legal reasons, so they used license agreement, but I am happy to go over the terms of the license agreement. Attorney Borea explained that the license agreement was a product of back and forth negotiation between myself and the attorney's for SBA and it is substantially agreement from the original agreement that was sent to us. They do this all over the country. These guys basically manage these communication sites for various owners and so they offer generally the same terms but because we are municipality, we are a governmental entity we are able to work out a much better agreement as far as I am concerned. The main thing is that it is a license and by being a license, what they are doing is, they are telling us we are giving you permission to be there but we are not making any representations as to the structural integrity, that this is an appropriate location. It's all up to you to decide that. So, that was why I insisted on getting the structural for this shed before we do anything else because we need to know once we buy the shed that the building can support it and that it won't be an issue because of the way the license agreement is written. Typically when you have a lease, one of the things the landlord tells you is that the premises are inhabitable. Towards that effect, by using the license agreement they are basically telling us you are getting it as

is and we don't even know if it will support this. So the onus is on you to discover that. So because of that we had asked for the structural because once we get that, we will be comfortable that yes, we will support and we have an engineering firm that supports that and we can rely on that opinion. My understanding is that they are using a very large and reputable engineering firm to do that structural but until we get it, I wouldn't recommend approving any of this because that is one of the conditions. So that's the first thing and then after that it is up to us to install it. Once we put our equipment up there and these are standard terms, one of the things that we did was after we received the license agreement; we had our technical consultants review it with regard to some of the terms. In particular, with regard to the interference issue because what happens is once we put our equipment up there, there is other equipment up there too and if our equipment causes interference with other signals, it would be up to us to remediate that situation. So, we had our consultant look at the terms of this we are comfortable that that's not going to be the case. First of all and second of all that this is a standard term that are in these agreements that once you put equipment up there, if there is interference you need to remediate that situation so that both systems can coexist. So that is the interference part of the agreement. They are going to give us access to the equipment to repair it, etc. The term of the agreement is through November 30, 2032. So it's approximately 18 years. The reason for that is because the underlining agreement, the agreement SBA has with the property owner terminates in December of 2032. So they are not able to lease for any longer period than that even though that agreement has been amended at least two or three times and I would assume that when the time comes in the future if this is still something feasible, the owner will want to continue to have these leases because it generates income for the property, but at this point, the legal documents, they don't extend past December of 2032. So our lease can't go past November 2032, so that's 18 years. That is all that they are able to offer. The term can't be any longer than that given what the underlying agreement is. The license fee, which is basically your rent, is \$1,000.00 per month which is less than anybody else is paying up there. It is a very competitive rate. I give legal advice, so what I'm saying is basically based on knowing what the other rates are and from what I have been told, that it is very competitive and we are getting that rate because we are a governmental entity. There is a 3% increase and that is every time that we renew, so that's a five-year so there is going to be a 3% increase on the rent. Councilor Kotkin asked every five years. Councilor Hemmann commented that it says annually. Attorney Borea stated that it was annually, each anniversary of the commencement date and then all the renewal terms, so it's a 3% increase every year. So that's \$30.00. He stated that we are responsible for the equipment, for the electrical charges for all the electricity that we use. We were able to negotiate the ability to have a portable generator to run the equipment whenever there are power outages. We are responsible to comply with all local laws and regulations. There is also provision regarding RF emissions. RF emissions, I think are something that people have heard of. It is a health issue that some people believe and if there are issues with regard to RF emission, first of all we are going to be able to participate in any studies, but if there is the obligation to remediate to reduce the RF levels, if there is a study that indicates that we are creating RF levels that are some reason a danger or a public health hazard and once again is a relatively standard provision according to our technical experts. My understanding is that this seems to be an issue that has been getting momentum nationwide but, once again, to the extent that this ever becomes an issue, we do have to remediate that situation to reduce the risk of the RF exposure. Once again, our environmental people don't anticipate that to be a problem, this is just one of the terms of the license agreement. We have to comply with all of our environmental laws. We have to have the property insured. Attorney Borea continued explaining the terms of the license agreement. He explained that all the technical requirements and standards were also part of the agreement.

Mayor Montinieri asked if the initial motion that we did to B3c which is talking about the authorization for the Town Manager contingent on receipt and acceptance of the structural analysis on the shed, we are saying in this motion that's on the table that we are discussing, not the material about with the lease, that we have to accept the structural analysis and it's contingent upon, you are saving time because we are authorizing Jeff to do so assuming the structural comes through. The lease which you are now talking about which we haven't introduced the motion yet, but which I think we will, the wording on that is not set up as contingent on in the same way. So would the assumption be that theoretically, we don't want to sign this lease if there is a structural question. Attorney Borea responded right. We would not recommend signing the license agreement if there is any structural issue. We need to know that the structural issue is satisfied before we would sign the license agreement. Mayor Montinieri reread the motion that was already on the table and suggested that we should include both the lease and the acceptance of the shed.

Councilor Manousos commented that he agrees with this approach and commented so we are approving this contingent on the satisfactory review of the structural. Attorney Borea responded correct. Councilor Manousos asked if that acceptance, how we define that regardless of what it states in it, that we still have an option. Attorney Borea responded that the acceptance would only be when the structural comes back and says that we find that the building can support that shed, that's what the structural has to be. Councilor Manousos asked so once it says that, we'll accept it. Attorney Borea stated that with the form there has to be a couple things put in there: proper name for Sprint and the proper name for the Town of Wethersfield being a municipal corporation. The bill of sale that you have before you is a boiler plate bill of sale and it was not filled out by them. It's the only thing that they ever provided us. I would approve that stuff on the form with regard to those items. Councilor Manousos asked once we receive it then, we are saying we are going to approve it. Once we receive that structural assessment that says its fine, we are in an agreement, we can't reconsider. Mayor Montinieri responded I think what we are saying is we are giving Jeff the authorization upon acceptance of the structure, assuming it passes, we are giving him authorization to enter into acceptance of the structure. Councilor Manousos asked so if it passes mustard, we have to accept it no matter what. Mr. Bridges responded what you are doing this evening is to approve the lease contingent upon the building being able to support the shed. Councilor Manousos asked what happens and I know you said this may be unlikely, but what happens in the event there is a claim by another communications vendor or whoever else is on that roof that there is interference and we've got to remedy that. SBA expires in 2032. Councilor Manousos expressed concern over the term of the lease and renewal of the lease upon termination. A discussion then ensued regarding expiration of the agreement, available alternate sites and the design life of radio system. Mr. Bridges responded Harris has to remedy that. That's their responsibility under their contract with us. Harris has to remedy that. Councilor Manousos asked if they didn't have to worry about it. Mr. Bridges commented we don't have to worry about it. Councilor Manousos asked what happens after 18 years and we can't come to an agreement on a license fee? Attorney Borea responded it's going to be terminated. After 18 years there is no underlying lease. There's no underlying agreement to extend beyond that. The lease expires and the shed would have to be removed in 18 years. Councilor Manousos asked unless we come to some mutual agreement with the new owner. Attorney Borea responded correct. Mr. Bridge added that the current just extends the lease with SBA. Attorney Borea commented right. Councilor Manousos commented that he wouldn't extend it with SBA because they are not there, right. Attorney Borea commented responded what happens is we're basically like subletting it. The owner is using SBA to manage the site and has leased the whole site to SBA. SBA then licenses to a number of other entities and the town would be one of them. So they have all the leases, all these license agreements with all these entities and then they have the master agreement with the owner. So the owner just deals with SBA and deals with one entity and then SBA is the one that deals with all the other entities and has these other agreements. Councilor Manousos asked so our agreement would be between the Town and SBA. Attorney Borea commented that the agreement with SBA expires in 2032. Councilor Manousos expressed concern over the term of the lease and renewal of the lease upon termination. A discussion then ensued regarding expiration of the agreement, available alternate sites and the design life of radio system.

Attorney Borea commented that we need to approve both of these agreements and we can't approve one and not the other, it doesn't make any sense, otherwise we are going to own something that we have no right to be on this roof for, Mayor Montinieri agreed.

Councilor Kotkin asked if SBA went bankrupt do we have the right to continue to operate that for the full length of the lease even if they were in bankruptcy. Attorney Borea responded that if SBA were to go bankrupt, I believe that would terminate the underlying agreement with the property owner so at that point we would have to approach the owner and attempt to negotiate with them directly. He stated that he would expect that given the amount of income that they generate through those leases that they would want to continue because it does generate significant income for them and so he would expect that they would want to continue that and can't think of any reason why they wouldn't. Councilor Kotkin asked there's no way to negotiate something that if for some reason SBA went bankrupt that we would continue to be able to operate that basically an agreement also from Executive Square. Attorney Borea commented that SBA has exclusive right to do all these deals. We would have to get permission from them

specifically to try and negotiate a side agreement. We would have to try to get that. Councilor Kotkin asked if that was uncommon. Attorney Borea responded that he doesn't know if that is common or uncommon and can't answer that. It certainly a thoughtful idea and if you instruct me to do that, I'll be happy to try and do that.

Mayor Montinieri stated your legal advice to us is we have a lease agreement with SBA for the use of the space that has to be executed and that will happen obviously subsequent to the approval of the structural analysis which Jeff will do, but both of those obviously have to happen together. Obviously, the motion will be amended to reflect Jeff would execute acceptance of the structural and acceptance of the shed only when both are happening essentially simultaneously. We are going to look at those together and say okay, the structural came through, we are going to sit down and look at this lease, that's contingent on the first piece. Attorney Borea stated that's only our end of the transaction. Once we sign the license agreement they are requiring, they still have to approve the specification and plans for our equipment. So then Harris Communications is going to give them a structural for the equipment that we are putting on because they won't approve it until they get that. Mayor Montinieri asked they, being SBA. Attorney Borea responded SBA right. So even if we sign it, they won't until they do that and they won't do that until we sign it. Mayor Montinieri asked the structural has some bearing relative to the weight of the equipment, the outline of the equipment. Attorney Borea responded that the first structural is for the shed for us to buy it and the second structural is for the equipment that we are going to put in it. Mayor Montinieri commented which is subject to approval by SBA. Attorney Borea responded correct. Mayor Montinieri commented which is the lease doesn't get executed until they come to the agreement that we are not putting too much weight on it. Attorney Borea responded until they accept the drawings which we have given them already. We haven't given them the structural on it because we are not going to do that until we buy the shed and then Harris goes in because they are going to put the equipment in. That's just the way it's going to be done from what I understand. Mayor Montinieri asked Jeff to suggest an amended motion that includes both pieces. Mr. Bridges pointed out the revised motion that was drafted by Attorney Borea. Mayor Montinieri commented that this is replacing both motions so we need to withdraw the first motion and reintroduce that.

**After discussion, Councilor Martino moved "TO CHANGE THE LANGUAGE IN THE MOTION TO THAT PROVIDED BY TOWN ATTORNEY MORRIS BOREA", seconded by Councilor Kotkin.**

**WHEREAS**, The Town of Wethersfield is in the process of installing a new public safety radio system; and

**WHEREAS**, it is necessary to obtain another transmission site for said system; and

**WHEREAS**, Harris Communications, the system vendor, has determined that a location atop Executive Square is an acceptable structural location for said transmission site; and

**WHEREAS**, the Town has entered into negotiations to purchase an existing shelter atop Executive Square to house said equipment and has negotiated a lease agreement with a representative of the building owner to allow the shelter to remain in place and for the Town to purchase an acceptable shelter structure; and

**WHEREAS**, the terms for the purchase of acceptable shelter are contained in a draft Bill of Sale presented to the Town Council and the draft License Agreement has also been presented to the Town Council; and

**WHEREAS**, a structural analysis, acceptable to the town, must be completed prior to the execution of said Bill of Sale and License Agreement.

**NOW THEREFORE, BE IT MOVED THAT THE TOWN MANAGER IS AUTHORIZED TO EXECUTE ON BEHALF OF THE TOWN OF WETHERSFIELD A BILL OF SALE FOR THE PURCHASE OF SAID SHED AND A LICENSE AGREEMENT FOR USE OF THE PREMISES LOCATED AT 100 EXECUTIVE SQUARE, UPON COMPLETION OF SAID STRUCTURAL ANALYSIS, ACCEPTANCE OF SAME AND APPROVAL AS TO FORM BY THE TOWN ATTORNEY", seconded by Councilor Kotkin.**

Councilor Kotkin commented that he will support this but that bankruptcy issue is a little bit troubling and would be interested and obviously have had tax appeals with the folks at Executive Square but would hope that we could arrange something with Executive Square. I have no idea of the financial state of SBA but you would hope that any agreement could survive any sort of financial difficulties they may have seven years from now. I assume they are a private company and we don't get a peak in their financials. Frankly, that is the troubling part to me. Mayor Montinieri commented that the one thing he was thinking of from Executive Square is that it has Wethersfield's equipment on there five, six years from now, the management company just got booted and now I've got Wethersfield in a pretty good spot to negotiate anything I want because they don't have an agreement at this moment and they equipment that they need to maintain up on my roof. So I don't know how that is every addressed if that ever occurs. You have a third party here whose controlling the lease which makes sense because they have turned the management over of it to them to handle but if they were to just disappear, is there some language in there that talks about survivability of our lease if the management company goes by by that it now becomes honored or passed onto the owner until he or she elects a different management company. Mayor Montinieri asked Attorney Borea if there was anything like that. Attorney Borea commented that the lawyers from SBA have been extremely cooperative. There were many provisions that they took out. They removed all the indemnity clauses because we were a municipality; they removed clauses regarding payment of taxes. They were very accommodating in negotiating this and he will be certainly happy to approach the lawyer for SBA to see if they would let us negotiate some type of a clause to continue the agreement with the owner directly in the event of a termination of the lease because of a bankruptcy. I don't know if they would do it. Mayor Montinieri commented stated that he would be more curious to see what the owner is going to say if we approached them. Attorney Borea responded that he would have to go to SBA. Mayor Montinieri commented that he would be interested to hear what both SBA and the owner say, well let's say you guys had a problem, would the ownership of Executive Square acknowledge that the agreement that is in place would be honored to its true complete lease term regardless of who the management firm is. That would be sort of a question that I would ask as a side bar. I know that they could fully answer it because they may not want to speculate, but I think Jeff raised a good question and raised a potential risk and the owner could say, that would be kind of interesting six years into it and they kept their tower up there. Attorney Borea commented that he would be happy to do that. Mayor Montinieri commented that he thinks it is something that he and Jeff can address because he thinks it is a reasonable question with a potential risk. Mr. Bridges responded that they will ask the question.

**Vote:** All Councilors present, including the Chairperson voted. The motion passed 8-0-0.

#### BIDS

Councilor Martino moved **"TO AUTHORIZE TREMCO TO REPAIR THE STILLMAN BUILDING ROOF PER THE SCOPE OF WORK FOR A COST NOT TO EXCEED \$31,806"**, seconded by Deputy Mayor Barry.

Mr. Bridges explained that the Stillman roof was damaged during the most recent winter. Tremco working with CIRMA, our Insurance Company have come to a proposed fix with the cost share. CIRMA will pay all but the \$10,000 deductible to Tremco to fix the roof. Mike Turner is here to answer any questions.

Mayor Montinieri asked when they will start this if we approve it. Mike Turner responded that they are actually prepared to start and get it done over the summer time. Less cars in the parking lot and things like that. Mr. Bridges asked what caused the damage. Mr. Turner responded that there is a snow guard system on top of the roof and the weight of the heavy snow ripped that snow guard right off and actually pulled the brackets right out and popped holes through the slate roof. The snow guard is provided to prevent ice from falling on people from below. Councilor Kotkin asked if that is something like when we repair it, it will do something new to avoid that. Mr. Turner responded that we will be doing something a little bit different.

Councilor Rell asked so the snow guards in the back of the building. Mr. Turner responded the snow guards in the back of the building. Councilor Rell commented that a couple of years back a couple of guards on the north side of

the building. Mr. Turner responded that they will be taking care of that as well.

Councilor Manousos asked if this was the only bid that we got. Mr. Turner responded yes. This is our roofing consultant. He worked with the folks from CIRMA. Basically CIRMA and then developed the scope jointly.

All Councilors present, including the Chairperson voted. The motion passed 8-0-0.

Councilor Martino moved **“TO REJECT ALL BIDS AND RE-BID THE PROJECT ALLOWING FOR CONCRETE AS A SURFACE FOR THE TENNIS COURTS”**, seconded by Councilor Kotkin.

Mr. Bridges explained that we bid out the Webb Tennis Courts and we got some money from USTA which wants pre stressed concrete, tension concrete which we didn't bid but we got some bids, so we are recommending rejecting all the bids and redoing the bid requests with concrete.

Mayor Montinieri stated that USTA requirement was for a concrete as a contingency of their grant award, their portion. Ms. Bagley responded that they highly recommended it. Mayor Montinieri commented so we are trying to honor that and some of the bids were submitted with that spec and others were not, is that what I understand. Ms. Bagley responded yes. Mayor Montinieri asked so we are rebidding it to make sure that all the bidders have this same criteria. Ms. Bagley responded exactly. Mayor Montinieri commented so it wasn't a cost issue, it was a procedural one based on getting the grant after the bid went out. Ms. Bagley responded a little bit of both.

Councilor Kotkin asked what do we have at Millwoods. What kind of surface. Ms. Bagley responded that they are an amosite surface. Councilor Kotkin asked what's the difference and what we're proposing. Mr. Bridges responded black top vs. concrete. Councilor Kotkin asked if it's like painted black top. Ms. Bagley responded yes at Millwoods. Councilor Kotkin asked if the post tension concrete plays differently. Ms. Bagley responded she thinks there is a longer life expectancy, less maintenance and it comes with a 20-year warranty so there is a variety of issues. Councilor Kotkin commented that it looked like the two bids that we got in, one said post tension concrete 4" and the other was 5". Ms. Bagley responded that each company does it differently so that is why we couldn't even compare those two because they had the difference in the thickness. Councilor Kotkin asked if we are going to rebid it at a certain thickness. Ms. Bagley responded that we are evaluating that now because the USTA recommends 4 to 5. Either company would have given you the 20-year warranty. Councilor Kotkin asked if there is any chance that this could get done before winter. Ms. Bagley responded that they are going to try and get it done before winter.

Mayor Montinieri asked what did we budget for this project. Ms. Bagley responded that the CIP budget had \$90,000 and the grant was \$15,000 from the National USTA and we just received word we received an additional \$3,000 grant from the New England USTA regional. We've applied to Connecticut USTA also. Mayor Montinieri commented that both of these at least looking at the post tension concrete would be over budget of the \$90,000 for CIP. Ms. Bagley responded we would be very close and we might have to find some additional dollars in the town. Mr. Bridges responded that it would be available in the reserve.

All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

Councilor Martino moved **“TO ACCEPT THE BID FROM COLOSSALE CONSTRUCTION FOR THE IMPROVEMENTS TO THE FOLLY BROOK BOULEVARD, WELLS ROAD INTERSECTION FOR \$54,265.00”**, seconded by Councilor Kotkin.

Mr. Bridges explained that we have to widen Folly Brook to accommodate the High School Renovation project. It was included in this year's budget and Mike bid it out and is here to answer any questions.

Councilor Hurley asked if the people on the road can still come in that way. Mr. Turner responded yes Folly Brook will remain two-way. Councilor Hurley asked but you can't come up Eagle Rd., Eagle Rd. is one way. Mr. Turner

responded what Planning and Zoning recommends coming in Jay Street, dropping your children or parking and then going westbound on Eagle Drive and out Folly Brook. Councilor Hurley asked so Eagle Drive will be one way. Mr. Turner responded that Eagle Drive is just a driveway that is on a road. Councilor Hurley commented that he just wanted to understand that that would be one way so the people who live on that road can't come up that way either, they have to go out the other way. Mr. Turner responded that's correct. Mr. Turner stated that we did talk with Colossale Construction and they are committed. If they are awarded they can jump on this project and get this done during the summer time. Mr. Bridges asked when is the State going to rip up Wells. Mr. Turner responded that the State is scheduled for September 8<sup>th</sup> to start milling and paving. Mr. Bridges asked once we do it, are they going to come along at the apron. Mr. Turner responded that they only go to the gutter line, so our new work would match their work.

Councilor Rell had a question about the homeowners on the west side of Folly Brook and asked if this would be going into the snow shelf and if there was a snow shelf. Mr. Turner responded there is no sidewalk. So essentially, we will be taking six feet of their front yard so to speak, but it's all within the town right-of-way. The town has a 100-foot wide road right-of-way for Folley Brook so it is all within town-owned property where they would essentially be losing 6 feet of lawn. Councilor Rell asked if they have been notified. Mr. Turner responded that we have sent them a letter saying that it is our intent to try and get this project done this summer pending the bid and award process. Councilor Rell asked if we have heard from any homeowner's concerns. Mr. Turner responded that he has heard from one homeowner on the east side who wasn't impacted at all by this. Mr. Bridges commented that we will make sure that we visit door-to-door before we get started to follow-up on the letter to make sure. Mr. Turner commented that there is really three properties that this really impacts. Councilor Rell asked how long ago did the letter go out. Mr. Turner responded within the last couple of weeks. It was just to put them on notice that they are going to see it obviously on a council agenda. Mr. Bridges added that we are going to adjust driveways and fix aprons and all that stuff. Mr. Turner stated that they will fix the lawn and curbing. Mr. Bridges commented that sprinkler systems get messed up and mail boxes. Mr. Turner said everything gets reset. Mr. Turner said that there were no trees that have to come down.

All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

Councilor Martino moved **"TO APPROVE A THREE YEAR CONTRACT WITH GENERAL PAVING FOR PAVING PREPARATION WORK IN AN AMOUNT NOT TOO EXCEED \$1,247,330 CONTINGENT UPON THE SUBSEQUENT YEARS FUNDING BEING APPROVED THROUGH THE BUDGET PROCESS"**, seconded by Councilor Kotkin.

Mr. Turner explained that this is a contract that we have let out for the last two times we have put it out for a 3-year term and what this is is the scope of work that is basically the traffic control during all of our paving operations. The adjusting manholes for placing catch basin tops, patching driveways, fixing curbing, things like that. Top soiling the front yards and things like that. We have did it on a 3-year basis just because it's easier for us to plan out, a bigger process. It looks like a big number but we've been budgeting about \$400,000 per year but when we actually compared these current bid prices with the current contract that we hold with General, the prices went up about 5% or so. So, there is not a real big spike in any one particular item. It was the quantity of work and it's an arbitrary quantity that we bid to get the unit prices and obviously General Paving has been doing this for probably the last 15 years or so for the town so they know the drill.

Councilor Kotkin commented that there was only one bid received. Mr. Turner responded yes. Councilor Kotkin asked any thoughts why. Mr. Turner responded probably similar to our sidewalk work. We have a good contractor who keeps the prices down because they know the system, know how we operate and know what is expected of them. Councilor Kotkin asked if he was comfortable with the price even though there is no comparison that we have any both. Councilor Hurley agreed with John and stated that doesn't it seem odd that we don't have one other person bidding on it. Mr. Turner responded that this kind of a specialty item because they essentially become town staff, if you will and supplement us. When we are out, they are in our paving operations and they probably have 15 guys doing work, so it's essentially at our beck and call at our schedule and they have to match in with two other

contractors, paving and milling contractor and make it all gel within that schedule. It's almost like we are really directing our own town staff or supplementing our own town staff to do this. Mayor Montinieri commented that the other reality is they are local and the setup and cost associated with setup is cheap for them being close. The other guy is probably thinking if I have to come from Avon or Simsbury to compete, your adding enormous cost and they probably know that. General Paving has been at this for 15 years, they probably don't even want to try to bid anymore. Mayor Montinieri commented that these numbers are good and they have held for many years. Mr. Turner responded they are good and they have held.

All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

Councilor Martino moved **"TO AWARD THE CRACK SEAL WORK TO SEALCOATING IN AN AMOUNT NOT TO EXCEED \$50,000 IN ACCORDANCE WITH STATE CONTRACT #13PSX0086"**, seconded by Councilor Kotkin

Mr. Turner explained that this is for hot crack seal. Mr. Turner explained that the difference with this bid, this is the first year what we would like to do is try the State bid. Typically we have gone off of the CROCG for hot crack and cold crack sealing. In this case, I would like to try the State bid. It's essentially the same material and pretty much the same vendors bid on both projects, but in this case here, they pay on a pound basis. The actual pound of crack filler they use versus linear foot and I would like to try it to be able to compare the difference. With this bid, keep track of the weight, and same lengths of roads and see how we are just completing the cold crack sealing now, we would like to see how this compares and see which is more favorable to the town.

Councilor Kotkin commented that on the State it lists that they look a fair amount, the lowest bid. Mr. Turner responded correct. Councilor Kotkin asked if he know anything about them. Mr. Turner responded yes. They are in Massachusetts but they do work for probably 40 or so different municipalities in Connecticut. Councilor Kotkin asked if they had a good reputation. Mr. Turner responded he has heard nothing but good things about them.

All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

Councilor Martino moved **"TO ACCEPT THE STATE BID 13XPSX0300 FOR PAVING WORK"**, seconded by Councilor Kotkin.

Mr. Bridges this is for our fall paving program. We still need to run this list by the Capital Improvements Advisory Committee but these are roads that based up road manager the amount of call we get to physical services, the amount of repairs we would have to do otherwise, this is the list that covers the \$400,000. It includes the intersection of Two Rod and Hang Dog but it is State bid prices.

Councilor Hurley asked what are a couple of the roads that got the most complaints, that weren't particularly on the road master list. You do the road master list plus you pick ones where we get a lot of complaints. Mr. Turner responded Willard and Hang Dog actually were not recommendations for the current year but based on the complaints that Sally's and my office got. Councilor Manousos asked about the Two Rod Highway portion and asked if that includes the intersection at Highland. Mr. Turner responded it's is Old Reservoir Rd. to Highland and goes through the intersection and then we keep going down Hang Dog. Mr. Bridges responded that we are doing the intersection at Highland.

All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

Councilor Martino moved **"TO PURCHASE FLEET VEHICLES AND EQUIPMENT"**, seconded by Councilor Kotkin.

Mr. Turner explained that one of the reasons why Sally is here, we are asking for a hold on the two pickups, we may have a vehicle that is in a situation that needs to jump in priority so we asked to hold those for a month but the rest of

the list is as requested. We are going to have to bring back the lease documentation for the vehicles that will be on the 3 or 5-year lease and that will be at the August meeting.

Mayor Montinieri asked what the other vehicle that potentially has a problem. Ms. Katz responded that there was a vehicle that was on our original request during CNEF but didn't make the cut so right now with some issues that have come up within the past couple of weeks, we are reevaluating and did not want to pursue that right now. Mayor Montinieri asked so we are approving this and we are holding on the top two and you will have to come back. Ms. Katz responded yes.

All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

#### MINUTES

Councilor Hemmann moved **"TO ACCEPT THE MEETING MINUTES OF MAY 16, 2014"**, seconded by Deputy Mayor Barry.

All Councilors present, including the Chairperson voted AYE. The motion passed 6-0-2. (Councilor Kotkin abstained.)

#### PUBLIC COMMENTS

None.

#### **ADJOURNMENT**

At 10:35 p.m., Councilor Kotkin moved **"TO ADJOURN THE MEETING"** seconded by Councilor Martino. All Councilors present, including the Chairperson voted AYE. The motion passed 8-0-0.

Dolores G. Sassano  
Town Clerk

Approved by Vote of Council  
August 18, 2014