

OFFICE OF THE
FIRST SELECTMAN

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Lynne A. Vanderslice
First Selectman

David K. Clune
Second Selectman

Lori A. Bufano
Selectman

Joshua S. Cole
Selectman

Deborah A. McFadden
Selectman

TOWN HALL
238 Danbury Road
Wilton, CT 06897

RECEIVED FOR RECORD
TOWN OF WILTON

2019 APR -9 P 3:45

BY: LK

**BOARD OF SELECTMEN
REGULAR MEETING
Monday April 1, 2019
Meeting Room B, Town Hall**

PRESENT: First Selectman Lynne Vanderslice, David Clune, Lori Bufano, Joshua Cole, Deborah McFadden

GUESTS: CFO Anne Kelly-Lenz, Chris Burney

OTHERS: Board of Education Members, Members of the Press and Members of the Public

A. Call to Order

Ms. Vanderslice called the meeting to order at 8:42 p.m.

B. Public Comment

None

C. Consent Agenda

Motion made by Ms. McFadden, seconded by Mr. Cole and carried 5-0 to approve the Consent Agenda as follows:

Minutes

- Board of Selectmen Regular Meeting – March 18, 2019

Refunds

- As Per Tax Collectors Memo dated March 14, 2019

Gifts

- Wilton Hardware – Townwide Clean Up Event – Gift Cards (2) \$50.00
- Cari Best – Wilton Fire Department Gift Fund - \$50.00
- Christopher M. & Diane Isaacs – Wilton Fire Department Gift Fund - \$100.00

D. Discussion and/or Action

1. BoE Bonded Capital Requests

Ms. Vanderslice began the discussion BoE on Bonded Capital Requests. Dr. Kevin Smith reviewed the BoE Bonded Capital Requests with the Board of Selectmen.

2. Proposal to Sell Town Right of Way at 2 Pimpewaug
Ms. Vanderslice reviewed the Proposal to Sell Town Right of Way at 2 Pimpewaug. She reviewed the initial proposal from Brightview presented at the November 19, 2018 BoS meeting. She noted that the town conducted their own appraisal and made a counter offer and reviewed the details of that offer which was accepted by Brightview. Ms. Vanderslice reviewed next steps, which include holding a Public Hearing. If all in agreement, a public hearing will be set for April 15, 2019 to discuss the proposal to sell. After review, motion made by Ms. McFadden to accept the offer made by Brightview and move forward with the Public Hearing on April 15, 2019. Motion seconded by Ms. Bufano and carried 5-0. Ms. Vanderslice thanked Tom McDevitt of the Real Estate Committee for his guidance with the proposal.

Ms. Vanderslice asked for a motion to change the order of the next two items and move NRVT Update and Contract Discussion to Item #3. Motion moved by Ms. McFadden, seconded by Mr. Cole and carried 5-0.

3. NRVT Update and Contract Discussion
Ms. Vanderslice gave an update on NRVT and Contract. Ms. Vanderslice noted that there is still an open issue with the state regarding lease to facilitate the trail. Charlie Taney and Pat Sesto of the NRVT gave further review and discussed the contract with Stantec that they are looking to have approved by the BoS. After update and review a motion was made by Ms. McFadden to approve the contract with Stantec to begin work on permitting and preconstruction documents. Motion amended by Mr. Cole to authorize the First Selectwoman to sign the contract with Stantec upon receipt of Phase I reviewed by Legal Counsel that there is no issue in advance of next BoS meeting. Motion seconded by Ms. McFadden and carried 5-0.
4. Tyler Technologies SAAS Agreement
Ms. Kelly-Lenz reviewed the Tyler Technologies SAAS Agreement, which she noted has been reviewed by Town Counsel. After review, motion made by Ms. Bufano to approve the Tyler Technologies SAAS Agreement, seconded by Ms. McFadden and carried 5-0.
5. Deauthorization of Old Bonded Projects
Ms. Kelly-Lenz reviewed the Deauthorization of Old Bonded Projects (listing attached). After review motion made by Ms. McFadden to deauthorize credits from the following programs -Fire Truck, Turf Stadium, Tennis Courts and Middlebrook and transfer funds to Road Program. Motion seconded by Ms. Bufano and carried 5-0. Motion moved by Mr. Cole to authorize transfer excess funds from Miller Driscoll to the Road Program. Motion seconded by Mr. Clune and carried 5-0.
6. Update on Peddler Ordinance
Ms. Vanderslice gave an update on the Peddler Ordinance.
7. Update on Repairs to Stadium Track
Ms. Vanderslice gave an update on the Repairs to Stadium Track (see attached memo from Parks & Recreation Director). After update and review, Ms. Vanderslice asked for a motion to approve the contract for repair work to the track. Motion moved by Mr. Clune, seconded by Ms. McFadden and carried 5-0
8. Update on Decided Litigation
- Brubeck v Town of Wilton

Ms. Vanderslice noted that matter was found in favor of the town. Wait to see if matter will be appealed.

- Patty v Wilton Planning and Zoning Commission Appeal

Ms. Vanderslice noted that matter was found in favor of the town.

- Café Ruche – appeal period lapse

Ms. Vanderslice noted that matter was found in favor of the town and appeal period lapsed.

9. Appointments

None

E. Selectmen's Reports

1. First Selectman

None

2. Selectmen

Ms. McFadden

Ms. McFadden spoke with regard to attendance at the Public Hearings that were held on March 25 & 26, 2019. She asked that at some point at a BoS meeting to hold a discussion on how to bolster attendance and discuss the Town Meeting & Public Hearing process. She also noted the Townwide Clean Up Event and noted organizations should look into how they can participate.

Mr. Cole

None

Mr. Clune

Mr. Clune attended the Zero Waste Faire and noted that it was a very good event.

Ms. Bufano

Ms. Bufano attended the Police Awards Ceremony and thanked all for the work that they do and congratulated all winners.

F. Public Comment

Steve Hudspeth of Glen Hill Rd spoke regarding the Tri Board Meeting and Ms. McFadden's comments on the Public Hearing/Town Meeting process

G. Executive Session – Ongoing Litigation Update

Ms. Vanderslice asked for a motion to go into Executive Session at 9:46 p.m. to discuss Ongoing Litigation. Motion moved by Ms. Bufano, seconded by Mr. Cole and carried 5-0.

Out of Executive Session at 10:30pm.

H. Adjournment

Having no further business, Ms. Vanderslice asked for a motion to adjourn. Motion made by Mr. Clune to adjourn meeting at 10:30pm. Motion was seconded by Ms. Bufano and carried 5-0.



Jacqueline Rochester
Recording Secretary
Taken from Video

Seven Recent Projects were completed \$6,298,166 Under Budget

April 2019 Bond Sale will be reduced by \$500,000 due to projects completed under budget

Fiscal Year Approval	Total		Expended to date	Projected Spending	Forecasted Cost of Project	(Over) Under Approved Budget	Amount Previously Bonded	Inception to date State Reimb**	Less Prior	
	Approved Bonding								Bonded Project Savings	April 2019 Projected Bonding
Fire Truck	2015	595,000	587,106	-	587,106	7,894	595,000			(7,894)
School Security	2015	500,000	409,286	90,714	500,000	-	500,000			-
Fire Station 2	2016	90,000	57,277	32,723	90,000	-	90,000			-
Turf Stadium	2016	650,000	645,229	-	645,229	4,771	650,000			(4,771)
Town Hall Campus	2018	1,266,000	6,510	1,259,490	1,266,000	-	1,266,000			-
Tennis Courts	2018	450,000	434,084	-	434,084	15,916	450,000			(15,916)
Middlebrook Elevator	2018	100,000	86,187	-	86,187	13,813	100,000			(13,813)
Roof Engineering BOE	2018	100,000	38,762	61,238	100,000	-	100,000			-
Road 2018	2019	3,000,000	2,851,536	148,464	3,000,000	-				3,000,000
Lilly Field	2019	700,000	694,518		694,518	5,482				694,518
Bus Barn	2019	400,000	199,435		199,435	200,565				199,435
Miller Driscoll	2015-2018	50,022,000	43,972,276		43,972,276	6,049,724	36,243,500	6,768,225	1,302,212	(341,662)
Total						6,298,166				3,509,897
Reserve for Residual Miller Driscoll Bills										
Original Amount of FY 2019 Approved Bonded Projects										
Reduction in April Bond Sale										



STEVE PIERCE
Director

JIM LEWICKI
Program Coordinator

BEVERLY HODGE
Administrative Secretary

March 28, 2019

Lynne Vanderslice
Town Of Wilton First Selectman
238 Danbury Rd
Wilton, Ct. 06897

Dear Lynne,

My Commission chairman Anna Maria Bilella and I met with two track companies, Cape & Island Tennis and Track and Nagle Athletic Surfaces, and the paving contractor the town uses for the road program, American Pavement Specialists to review the running track. The purpose of the meeting was to assess the safety of the surface for this upcoming season and get their opinion on any necessary repairs.

Everyone felt the track, while old and in need of replacement, was safe to run on this spring, an opinion shared by the high school coach. The runoff area at the end of the straight away just past the finish line is the only area that needs major work done. The rest of the track needed small repairs that will take less than 1/2 day of a crew to patch.

I have attached two quotes, which have been sent to Town Counsel for review, for your consideration. We plan to remove the damaged area, repave it, and put a layer of track over the pavement. Total cost of this project would be \$15,700. Please note: the paving portion of this project would NOT need to be done again if the entire track is renovated at some point.

This work would take about one week and we would like to have it done on, or around the school spring break so the track would be completely repaired prior to the first home meet on April Monday 22nd.

As we have a surplus in the line item for the Assistant Director salary account, I would like to recommend we transfer \$15,700 to an appropriate account to cover the cost of this expense.

Please let me know if you have any questions.

Sincerely,

Steve Pierce



6597 Joy Road East Syracuse, NY 13057
ph (315)622-1313 fax (315)622-2900
www.nagleathletic.com

Quality. Service. Value. It's what we do.

PROPOSAL



VISIT OUR WEBSITE

Proposal # P-003647-1

Proposal Submitted To:

Steve Pierce

At:

Town of Wilton Parks & Recreation

Street:

180 School Road

City, State and Zip Code:

Wilton, CT 06897

Phone and Fax Number:

(203) 834-6234/(203) 834-6323

Date of Proposal:

03/25/2019

Name of Job:

Running Track Repairs

Location of Job:

Fujitani Field

Furnish all materials, labor and insurance to install the following:

TRACK REPAIRS AT FUJITANI FIELD

Scope:

1. Cut out, clean, and remove existing track surface in 10 locations totaling 10 square feet.
2. Apply primer to all edges and prepared surfaces.
3. Install new black polyurethane resilient track surface. (Color and texture will not be an exact match to the existing track surface)
4. Install approximately 200 square feet of new black polyurethane resilient track surface to the newly paved area in chute extension. (Color and texture will not be an exact match to the existing track surface)
5. Clean and dispose of all job related debris.

Note: Price does not include the reinstatement of white lines on the running track.

Note: Facility is responsible for ensuring all repaired areas remain protected until the curing process is complete. Cure time can be between 24-72 hours based on weather conditions. Nagle Athletic Surfaces is not responsible for repair areas that are damaged during the curing process.

Note: Facility is responsible for ensuring athletic surface is free and clear of any equipment prior to our arrival on site.

Note: Price is based on paying Nagle Employees private wages.

SALES TAX NOT INCLUDED IN PRICE - TAX EXEMPT

We Propose hereby to furnish materials and labor-complete in accordance with the above specifications, for the sum of :

\$8,900.00

Payment to be made as follows:

Payment terms as per approved contract

Proposal submitted by Jamie Orbon and is valid for 60 days.

Proposal # P-003647-1

Conditions:

Acceptance of our bid and price by Contractor/Owner shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Contractor's/Owner's agreement herewith shall be evidenced by Nagle Athletic Surfaces commencement of work for project.

Nagle Athletic Surfaces, Inc. is not responsible for the layout and establishment of grades as done by others. Nagle Athletic Surfaces, Inc. accepts no responsibility for improper design or engineering.

This proposal is based on the payment of prevailing wage rates if applicable, to Nagle Athletic Surfaces, Inc. personnel. Any union labor required due to the general contractors contractual union agreements, project labor agreements and or specific apprenticeship requirements will be provided at no cost to Nagle Athletic Surfaces, Inc.

The Contractor/Owner will cooperate with Nagle Athletic Surfaces to avoid scheduling conflicts or interference with Nagle Athletic Surfaces' work. The project schedule, and any modification of that schedule, shall allow the Nagle Athletic Surfaces reasonable time, as outlined in the proposal, to complete Nagle Athletic Surfaces' work in an efficient manner. Contractor/Owner will provide Nagle Athletic Surfaces a complete initial project schedule, as well as any subsequent revisions, outlining all phases of work for project.

If there is a change in the project schedule, or if there is any delay not caused by Nagle Athletic Surfaces, Nagle Athletic Surfaces will be entitled to reimbursement for any increased costs of materials and for any increased cost of labor, including overtime. Nagle Athletic Surfaces' entitlement to increased costs is not limited to the amounts that the Contractor may receive from the Owner under the prime contract.

Nagle Athletic Surfaces will not be required to commence or continue work until the project site is in an adequate condition, as outlined in the proposal and/or as outlined in the architectural specifications, for this work to begin. If the project site is not in an adequate condition for Nagle Athletic Surfaces to start work, that is a delay under the terms of this contract. Any and all resulting liquidated damages and claims against Nagle Athletic Surfaces shall be waived for said delays.

Nagle Athletic Surfaces' completion of its scope of work is dependent of weather conditions. Nagle Athletic Surfaces will suspend work on the project if any of the following weather conditions exist: 1) rain, 2) Temperatures below manufacturer's specifications or 3) high winds. The schedule shall be extended by the exact duration of any and all weather related suspensions of work. Any and all liquidated damages or claims shall be waived due to any delays caused by weather related suspensions of work.

The Contractor/Owner may make no claim for liquidated or actual damages caused by Nagle Athletic Surfaces' delay beyond the money which the Contractor /Owner has to pay for that delay under the terms of the contract.

Any indemnification or hold harmless obligation of Nagle Athletic Surfaces to the Contractor/Owner will extend only to claims relating to property damage or bodily injury, and only to the extent that the property damage or bodily injury was caused by the negligence or intentional act of Nagle Athletic Surfaces, its employees, or its subcontractors.

No back charge by the Contractor/Owner will be valid unless Nagle Athletic Surfaces has been given written notice of the Contractor's/Owner's claim, has been allowed reasonable time to correct any deficiency, and has failed to do so. Further, any back charge will not exceed an amount reasonably calculated to cover the cost of the anticipated liability or claim. All remaining amounts due Nagle Athletic Surfaces will be promptly paid.

The Contractor/Owner is liable to Nagle Athletic Surfaces for any expenses incurred by Nagle Athletic Surfaces in enforcing the terms of this addendum, including, but not limited to, reasonable interest and attorney fees.

Nagle Athletic Surfaces, Inc. agrees to procure and maintain the following insurance coverage:

- (a) Commercial general Liability insurance, blanket endorsed to additional insureds as required per contract, with limits not less than \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising,
- (b) Commercial auto insuring all vehicles used by Nagle Athletic Surfaces, Inc. (including all owned, hired and non-owned vehicles), and
- (c) Worker's compensation with statutory limits and a waiver of subrogation in favor of owner/contractor, and Employer's Liability with limits not less than \$500,000 each accident and Disease - Each Employee.
- (d) Umbrella coverage, blanket endorsed to additional insureds as required per contract, with limits not less than \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations, having \$10,000 self-insured retention

Evidence of such coverage, in the form of a Certificate of Insurance and providing for thirty (30) days notice prior to cancellation. Pricing includes blanket endorsement for additional insureds. Additional fees will apply if endorsement specifically listing additional insureds by name is required.

ACCEPTANCE OF PROPOSAL- *The above prices, specifications and conditions enclosed herein are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as enclosed herein.*

Signature _____ Date of Acceptance _____

Rev. 2/15/19

This proposal may be withdrawn by us if not accepted within 60 days

Proposal

CT Lic.#557754

AMERICAN PAVEMENT SPECIALISTS LLC

79 Cross Street • Danbury, CT 06810

(203) 792-4800 • Fax (203) 792-3919

www.americanpavement.com

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PROPOSAL SUBMITTED TO	Board of Education Town of Wilton	Jennifer Fascitelli PHONE 203-563-0155	DATE 03/27/2019
STREET	238 Danbury Road	JOB NAME Repair	
CITY, STATE AND ZIP CODE	Wilton, CT 06897	JOB LOCATION Wilton Running Track	

EMAIL Jennifer.fascitelli@wiltonct.org

We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:
Six thousand eight hundred-----dollars (\$) 6,800.00 tax exempt

Payment to be made as follows: **50% deposit and balance to be paid in full day of completion.**

A finance charge will be added on all balances past due. The finance charge is computed by a periodic rate of 1.5% per month which is an ANNUAL PERCENTAGE RATE of 18%. Customer agrees to pay all costs for collection including any attorneys' fees.

Escalation notice: Based on 495 ton liquid posted date 03/22/19

Due to the unstable oil prices in the asphalt market – prices could change without notice. Our company is not responsible for absorbing these increases and therefore must pass on the per ton increase to the consumer. Please be assured that as much notice will be given to you as possible. Due to these uncertain circumstances American Pavement Specialists, LLC reserves the right to withdraw this contract.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the specifications below involving extra costs and are executed will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner provide an insurance certificate upon request. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Bill Stanley Jr. / Managing Member

Note: This proposal may be withdrawn by us if not accepted within _____ days.

We propose this estimate based on the following:

Running Track - repair

Excavate existing asphalt area approx. 1300 SF

Level, grade and compact foundation

Supply and place approx. 1 ½" Class 1 asphalt

Supply and place approx. 1 ½" Class 2 asphalt

X Guaranteed for a period of one year (see page 2 of 2) Guarantee is void unless paid in full.

Any permits needed for the described work shall be obtained by the owner or others and shall not be the responsibility of American Pavement Specialists, LLC to secure same. Any costs for said permits shall be the owner's responsibility. A certificate of insurance will be sent upon request.

Pursuant to Connecticut State Law the authorized signer has a three day Right of Rescission in which to cancel this agreement.

Acceptance of this proposal is a legal Contract and agrees to the above prices, specifications, conditions and payment terms outlined above.

Date of Acceptance _____

Authorized Signature _____

Authorized Signature _____