

TOWN COUNCIL MEETING

OCTOBER 26, 1993

6:30 P.M.

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TOWN COUNCIL MEETING

OCTOBER 26, 1993

6:30 P.M.

A meeting of the Wallingford Town Council was held on Tuesday, October 26, 1993 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairperson Iris F. Papale at 6:35 P.M. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall with the exception of Mr. Killen who was unable to attend due to a previous commitment and Mr. Holmes who arrived during the Executive Session. Mayor William W. Dickinson, Jr. also arrived during Executive Session and Town Attorney Janis M. Small was also present. Comptroller Thomas A. Myers was present at 7:00 P.M. when the Council Exited their Executive Session.

The Pledge of Allegiance was given to the Flag.

A moment of silence was observed by the Council for Firefighter Paul Kuzub, eighteen year veteran of the Wallingford Fire Department; Vietnam Veteran, and Connecticut National Guard Member.

ITEM #2 Executive Session Pursuant to Section 1-81a(e)(2) of the CT. General Statutes with Regards to Pending Litigation

This item deals with a tax appeal by Pacific Beach Co. (Caldor's Plaza) as well as other pending litigation.

Motion was made by Mr. Doherty to Move Into Executive Session, seconded by Mr. Parisi.

VOTE: Holmes and Killen were absent; all others, aye; motion duly carried.

Motion was made by Mr. Doherty to Exit the Executive Session, seconded by Mr. Parisi.

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

ITEM #3 Consider and Approve a Waiver of Bid to Hire Outside Counsel with Respect to Pending Litigation

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

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

ITEM #4 Consent Agenda

Motion was made by Mr. Doherty to Place the Following Items on the Consent Agenda to be Voted Upon by One Unanimous Vote of the Council, seconded by Mr. Parisi:

ITEM #4b Consider and Approve a Transfer of Funds in the Amount of \$920 from Professional Services Acct. #001-1320-900-9010 to Chaconis v. P&Z Commission Acct. #001-1320-900-9070 - Town Attorney

ITEM #4d Consider and Approve Tax Refunds (#88-107) in the Amount of \$5,217.33 - Tax Collector

ITEM #4e Note for the Record Quarterly Reports of the Visiting Nurses' Association; Wallingford Public Library and Senior Citizens Center

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

ITEM #5 Items Removed from the Consent Agenda

ITEM #4a Consider and Approve a Transfer of Funds in the Amount of \$4,620 from Asst. Dog Warden Salary Acct, #2020-100-1200 to Temporary Help Acct. #2020-100-1360 - Animal Control Officer

Motion was made by Mr. Doherty, seconded by Mr. Holmes.

VOTE: Killen was absent; Zandri, no; all others, aye; motion duly carried.

ITEM #4c Consider and Approve a Transfer of Funds in the Amount of \$255 from Portable Radios (3) Acct. #001-5030-999-9916 and \$517 from Weeder Cultivator Acct. #001-5031-999-9908 for a Total of \$772 of which \$719 is transferred to Overhead Door Acct. #001-5190-999-9901 and \$53 to Overhead Door Acct. #001-5170-999-9901 - Dept. of Public Works

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Killen was absent; Zandri, no; all others, aye; motion duly carried.

ITEM #6 Approve and Accept Minutes of the May 26, 1993 Town Council/Community Pool Renovation Building Committee Workshop

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

VOTE: Killen was absent; Doherty abstained; Holmes, Parisi and Solinsky passed; all others, aye; motion failed.

ITEM #7 Approve and Accept Minutes of the 9/28/93 and 10/12/93 Town Council Meetings

Motion was made by Mr. Doherty to Approve the 9/28/93 Minutes, seconded by Mr. Holmes.

VOTE: Killen was absent; Parisi passed; all others, aye; motion duly carried.

The minutes of October 12, 1993 were withdrawn at this time.

Motion was made by Mr. Doherty to Move Agenda Items #11 & 12 Up to the Next Order of Business, seconded by Mr. Parisi.

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

ITEM #11 Reject an Agreement Between the Town of Wallingford and Local 457 - Clerical Unit, Electric Division as Per Arbitration Award 9192-MBA-48 - Electric Division

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Mr. Doherty informed everyone that the State Statute that applies to this issue is 7-743c(5) found on page 122 of the General Statutes, Vol. #7 which reads, "Within twenty-five days of the receipt of an arbitration award issued pursuant to this section, the legislative body of the municipal employer may reject the award of the arbitrators or single arbitrator by a two-thirds majority vote of the members of such legislative body present at a regular or special meeting called and convened for such purpose".

Attorney Edward T. Lynch, Electric Division General Manager William Cominos, Office Manager Thomas Sullivan and Acting Personnel Director Thomas Sharkey were present for this item.

Atty. Lynch explained that this is an electric clerical contract involving a small unit of approximately eighteen (18) employees. The contract date is 10/1/91 and when the contract expires under the binding arbitration statute, ninety (90) days later it should have been put into binding arbitration under the prior statute. The present statute to which reference was made became effective on May 24, 1992. The stated position of the State Board of Mediation and Arbitration is that contracts such as this one which should have been in arbitration before the effective date of the new statute are going to be treated under the old law. The Council is now faced with the question, do they want to take on the State Board of Mediation and Arbitration then to litigate over whether the Council has the ability to reject this contract and have it sent before the review panel. If the Council rejects, it goes before a review panel of either a single arbitrator or three arbitrators which will be chosen at a cost to the Town. Before that would happen the Town would be in the courts litigating over whether the statute was effective or not.

Atty. Lynch stated that it is his opinion that it would not be worthwhile to spend the Town's money to do that given that the unit is very small and that the arbitration award is comparable to other units within the Electric Division production workers and Water Division. The review panel will not have a lot of latitude, they will pick one party's last best offer or the other party's.

Mr. Doherty asked what other contracts is this one comparable to?

Atty. Lynch responded, within the Town of Wallingford, the other bargaining units that are represented by the IBEW. The production workers of the IBEW were rendered an arbitration award of 4.5%; 4% and 3.4% along with a \$50 longevity benefit. Another contract was awarded in the Water Division in the amounts of 5%; 4% and 3.5%. Both of those awards were provided to the Town around July of 1993. The present clerical award for the years 1992, 1993-94 years would be 4% and 3.5% which is exactly the same as the other award in the same department to the same union members. The longevity award was \$25 which was less than the production workers but same as the Water Division contract. The comparability among the three contracts is extremely close in terms of monetary items.

Mr. Zandri asked, is it correct that all those contracts mentioned were rejected by this Council and then proceeded to arbitration and the award was from arbitrators and not the Council?

Atty. Lynch responded that both of the two contracts referred to were

awarded by arbitrators in July of 1993.

Mr. Sharkey explained that both the Water and Electric Production contracts were brought before the Council and both were voted down. Seeing that, since the Town wasn't as far along with the Electric Clerical contract and they were seeking the same benefits, wages, etc., it was felt that it should not even go to the Council but to place it in arbitration. This unit has been without a contract for a little over two years. Their year starts October 1st. They have just begun what would have been the third year of the contract.

Ms. Papale asked for a summarization of the changes made to the contract.

Mr. Sharkey explained that the changes are identical to what was awarded the Electric Production Unit. In 1991 when most of the units were receiving 6% this unit is getting 5%; in 1992 when most of the units were still receiving 5.5% to 6%, this unit is getting 4%. In this year they are getting 3.5% and we have other contracts which have been negotiated and arbitrated, namely B.O.E. secretaries, B.O.E. custodians are also getting 3.5%. The longevity is identical to the Electric Production award, \$25.00 increase at all levels. We have instituted the right to change insurance carriers. We have the right to use the American Arbitration Association which is in many of our contracts. We also have what is called "retrogression" language which is identical to language in the Water and Electric Production contract which covers disability. Indemnification language has been added regarding union dues. Lastly, job descriptions will be handled by a separate arbitration so as not to muddy the waters on all the parts of this contract.

Mr. Doherty asked about co-payment of health insurance benefits.

Mr. Sharkey answered that it was not awarded in this case. He felt that the reason was that by the time we had the first arbitration hearing we were two days away from the third year of the contract. It was the Town's opinion that the arbitrators would not have awarded it since we were almost into the third year. They never would have approved it retroactively. Under the new law this unit will once again be in negotiations within four months (March 1994).

Cynthia Melvin, 34 Terrace Gardens, Steward for Local IBEW 457 Clerical Workers, ratepayer, taxpayer stated that there was no last best offer made to this unit by the Town. They were thrown into arbitration because the other two units were. The funding has been approved in the 1991-92 budget; 1992-93 and 1993-94 budgets. We had one person promoted which left an opening which has not been filled for nine months. This is a 1991 contract, the last contract of that era. All the other contracts of that same era received the same wage increase of better than this unit is seeking. She could not find one legitimate reason not to vote in favor of the contract. It is only fair and reasonable.

Mr. Zandri asked Ms. Melvin if the two contracts that she referred to as receiving 6%, were those awards that the Town awarded or were awarded by arbitration?

Ms. Melvin responded, they were awarded by a judge in court saying that the Town of Wallingford could well afford to give those people 6%. She also reminded Mr. Zandri of the 7% that "you all gave the Visiting Nurses for 1990".

Mr. Zandri stated that it is not a good idea to say "everyone gave that increase" because it was not a unanimous vote. You must clarify when you say "everyone". He went on to say that the thing that concerns him about all the arbitration awards is that he doesn't blame any of the unions for taking all negotiations to arbitration because they have nothing to lose and everything to gain. The Town presents a last best offer as does the union. He understood that in this particular situation that was not the case. This is what happens in general, the last best offers are presented and the union takes it to arbitration regardless of the Town's last best offer because the worst case scenario is that the union will get what the last best offer of the Town was anyway. This is why he feels arbitration cannot work. What happens is that it, in turn, goes to Hartford and the Town ends up losing and the union ends up getting more of the pie. This should be a concern of everyone out there because if you are concerned about rising taxes, this is where the concern should be. The largest portion of taxes in any town is salaries. The largest portion of the budget each year is salaries. He went on to say that he would not be making these statements if he did not feel that, in these times, the offers that have been made by the Town have been more than fair. When you have situations where businesses are closing up, people are getting laid off from their jobs, they are asked to take reduction in their pays, companies are down-sizing and workers are asked to pick up a greater share of the load of work that is left from those that are laid off, one of the last havens for job security is working for government. You have to take a look at the economy. The Town is still giving out raises and job security remains in Wallingford. He still feels that all the offers made by the Town on all the union contracts have been more than fair, considering the times that we are facing. Again, the Town does not have a choice in this matter. If this arbitration award is governed by the old law then the Town, again, does not have a choice but to accept what comes down from Hartford. When people are upset when their taxes go up and they try to blame this body (Council) up here, in many cases, and this is a prime example, we don't have any choice! There are alternatives to take but they are not pleasant ones.

Mr. Sharkey informed the Council that on Friday, the Town reached a tentative agreement with the biggest union on the Town's side, local 1183 which represents Public Works, Clerical, Sewer, Engineering. It is a negotiated agreement which the Council can vote on and it does include co-pay. The union will be voting a ratification vote on November 10th. Currently in arbitration is Police, Fire, and Teacher Aides which is under the new law. This is the last contract under the old law.

Mr. Holmes stated that the new law passed, in his opinion, does not do anything. It just creates another process, it does not give the Town any more of a chance to try and get a reduction in any award. It only adds expense. Many people lack the political courage to make a real change in the arbitration process when they, themselves, can void awards by a majority, two-thirds, vote they can vacate the awards, yet they do not give the Town the same option. It is a real concern at

the local level and at the State level as well. It falls on us (Town) at a disproportionate share. Labor is our biggest expense in town and we try to maintain the level of employment and generous benefits that are given to the employees but there will come a point in time where something is going to have to give. What will have to give is either money or people. It is not a threat but merely a fact. As government continues to grow and the ability of the citizens to pay decreases, especially in these times, there will be a lot of financial trouble. We have been lucky so far but the pressures will continue to mount.

Mr. Parisi stated, in a Town the size of Wallingford this is a very difficult vote to make. The reason that it becomes very difficult is because when you publicly state that you won't support over a given figure, say 4%, which he did a while back and the contract comes in at 5% it means that not only are you voting to reject the contract but voting to reject a contract that covers many of your friends. That is one of the hazards of being in politics in a small town. You must also realize that you have an obligation when you cast this vote and try to decide what the best thing is, that you have an obligation to a greater number of people in the Town. He was not saying that these particular eighteen people were any less important than all the people in Town, but hoped that they would understand that he sat and thought he made the best decision for the Town as a whole. When he made the statement a few months back that he would not support anything over 4% it was based on the economy at the time and not any of the people who would be involved in those contract negotiations. It is a fact of life that businesses are down-sizing, his own facility is one, and people are happy to be working and, many times, working without any real security. That is one benefit that the Town of Wallingford still offers to people. You can be assured that you will have your job and the odds are very good that you will retire in your position or you will be here for at least as long as you choose to be. He went on to say that he will not support this contract. It is troublesome for him to do so for he supported them for many years, felt that people should earn the right to increase their pay but we also have to keep an eye on the cost of government. If it was 4% down to 3.5% over three years, he would have no problem supporting it. The 5% is a problem for him and he cannot support it.

Mr. Doherty stated that he will vote not to reject the contract for the following reasons:

1. The unit is a very small one. We should set precedent with larger units, not units of eighteen.
2. The contract is comparable to other union contracts; i.e., Electrical Production; Water. Contracts we took to arbitration and this is the result - the same.
3. This unit has been without a contract for two years going on three. It is a long time to be without a contract.
4. It is going to be costly for the Town to go to court to argue that the new Statute applies here and not the old one. In the long run we will end up with the same result. It is a waste of money.

For these four reasons Mr. Doherty will vote not to reject the

contract.

Mr. Sharkey addressed Mr. Parisi's remarks by stating that the Council has never been shy in letting him (Mr. Sharkey) and the chief negotiator know exactly what they don't want and at what levels they are not going to accept things. He firmly believed, to the best of his recollection, that when those things happened, the Council was not referring to the 1991 year. He felt that it was sometime in late 1992 that the Council started taking a stand on what they would and would not accept in a contract.

Mr. Parisi responded. if the Council could bring back every contract he voted for in 1991 to have the opportunity to vote on it now, he would vote against them.

Mr. Sharkey pointed out that fifteen out of the eighteen members in this unit are a maximum wage. This means that they received their last pay increase in October of 1990. For those people, the fifteen out of eighteen, they have not seen an increase in three years.

Mayor Dickinson remarked that wages are always a difficult issue, especially in this economy, but rarely is it an easy question to answer. He asked, what is gained by a rejection? His concern is that we will go through a litigation process for the same results. You cannot measurably improve anything by going through a second process.

Mr. Parisi pointed out that if no one tests the law then the legislators will think that they found the solution to the problem. The new law is a weak attempt at what everyone wanted.

Ms. Papale stated that she will vote not to reject this contract for the following reasons:

1. The unit has been without a contract for too long.
2. We are trying to make changes in the Town of Wallingford but she does not agree that this unit should be the one to set precedent with.
3. With Atty. Lynch stating that this is under the old law she felt that the Town would not gain anything but rather it would cost time and money, unnecessarily.

VOTE TO REJECT: Killen was absent; Holmes and Parisi, aye; all others, no; motion failed to reject the contract.

ITEM #12 Consider and Approve Amending the Personnel Pages of the Electric Division to Reflect the Arbitration Award to Local 457 - Clerical Unit, Electric Division

Motion was made by Mr. Doherty, seconded by Mr. Parisi.

Mr. Solinsky asked Mr. Sullivan, which is the open position that has been vacant?

Mr. Sullivan responded, the Junior Account Clerk.

Mr. Parisi asked if the Town is looking to fill that position?

Mr. Cominos responded, not at this time.

VOTE: Killen was absent; Holmes and Parisi, no; all others, aye; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Ron St. Clair, 69 Gopian's Park stated that he visited Yalesville School and it looks like a disaster. He criticized the fact that the building was not maintained properly and that the lack of attention over the past year or two resulted in the most deterioration to the building. It was not an action that could not have been stopped. It was pure neglect, in his opinion. He suggested that an ordinance should be passed addressing how a building is closed up to protect it for future use. He visited the Town Hall recently and was surprised to encounter tiles removed from the ceiling and many that are water stained on the third floor by the Mayor's Office. Simpson School is falling apart as well. We are not taking care of what we have. We should turn our attention from the pool to the roofs of our Town-owned buildings. It is nice to save money but if you don't maintain your buildings it costs more in the long run. He referred to old articles he found in the library while researching the issue of closing Yalesville School in which Mr. Zandri warned that we must keep an eye on the building and Mr. Deak, Retired Public Works Director warned of the roof. It seems as though nothing is getting done and that nothing has cost the Town a lot of money.

Mayor Dickinson invited Mr. St. Clair to call his office and arrange and appointment with him and Mr. McCully, Director of Public Works for discussion on this issue.

Mr. Solinsky commented that he wanted to remind everyone that we have replaced all the roofs on our school buildings the past few years and the Council has not been neglecting the buildings. We are in the process of taking care of the roof at Yalesville. He disagreed that Simpson School is falling down or that Yalesville is either. Simpson School is an old building that is being used and we do maintain it after we find out what the future use of the building will be. The Council and Mayor have not been neglectful in maintaining our buildings.

Edward Musso, 56 Dibble Edge Road stated that Cook Hill, Pond Hill and Rock Hill Schools need a second floor added to them. There is a lot of building on Grieb Road and High Hill Estates. He felt that Yalesville could possibly be utilized as a middle school and not just an elementary school. The committee should solicit public input.

Mr. Doherty asked the Town Council secretary to draft a letter to the School Building Expansion Committee asking them to open their meetings to the public for comment and input.

Mr. St. Clair stated that he also recently visited the Town Clerk's vault to research Town Council minutes not available at the library to find water coming in there as well. It smells damp and mildew and is probably effecting the condition of the Town's many important records cataloged there.

Kathryn J. Wall, Town Clerk stated that the Mayor and Public Works has

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been addressing the issue. The water is coming in through the stairs. Sometimes it comes in, sometimes it doesn't.

ITEM #9 Consider and Approve a Draft Agreement Between the Town of Wallingford and the Community Action Agency of New Haven Which Provides for the Continuation of the Meals on Wheels Program - Program Planner

Motion was made by Mr. Doherty to Approve the Agreement and Append a Copy of it to the Minutes, seconded by Mr. Parisi.

Don Roe, Program Planner stated that this program has been in effect for some thirteen or fourteen years. There has been a change in vendor as well as merger of several State departments. In the process the State has gone through a re-alignment of how they do business, particularly with the grants programs. One of those changes has been the deletion of what they used to refer to the "delegate agency agreement". Under the former agreement the sub-contractor was bound to all the terms and conditions of the contract that the Town was bound to. In reviewing that situation with our Law Department it seemed that it was in the Town's best interest to continue to have that kind of agreement with our sub-contractor. This is basically the same agreement that the Council approved with the Community Day Care Center earlier this month.

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

ITEM #10 Consider and Approve a Resolution Authorizing the Mayor to Make Application to the State of Connecticut for Municipal Lighting Grant Funds - Program Planner

Motion was made by Mr. Doherty to Approve the Resolution and Append a Copy of it to the Town Council Minutes, seconded by Mr. Parisi.

Mr. Roe explained that this is a new grant program which would provide for retrofitting of lamps and ballasts and installation of motion sensors and timing devices for lighting control. Eight buildings have been identified for projects. The grants will be between five and fifty thousand dollars. We would submit applications for those buildings that are the highest in terms of cost benefit payback. That application will in all likelihood include the Town Hall, Police Department, Fire Central, Main Street Fire Station, Simpson Municipal Building; Public Works, Railroad Station and Senior Center pending final cost/benefit analysis.

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

Motion was made by Mr. Doherty to Adjourn the Meeting, seconded by Mr. Parisi.

VOTE: Killen was absent; McDermott, no; all others, aye; motion duly carried.

There being no further business. the meeting adjourned at 8:13 P.M.

Meeting recorded and transcribed by:

Kathryn F. Milano

Kathryn F. Milano. Town Council Secretary

Approved by: Iris F. Papale
Iris F. Papale, Chairperson

November 9, 1993
Date

Kathryn J. Wall
Kathryn J. Wall, Town Clerk

November 9, 1993
Date

AGREEMENT

AGREEMENT entered into between the TOWN OF WALLINGFORD, "Town," and THE COMMUNITY ACTION AGENCY OF NEW HAVEN, "CAA."

W I T N E S S E T H :

1. The Town has executed a Contract with the State of Connecticut, acting by its Commissioner of Social Services, "Commissioner," for funding a Meals on Wheels program to be carried out by CAA, acting in behalf of the Town. The Contract has been executed as authorized by the provisions of the General Statutes. A copy is appended hereto and made a part hereof.

2. CAA agrees to the terms and conditions set forth in said Contract including any special conditions imposed by the Commissioner at the time funds are made available to the Town pursuant to said Contract.

3. The effective dates of the Contract and of this Agreement are from October 1, 1993 to September 30, 1994.

4. CAA will carry sufficient insurance during the term of this Agreement to "save harmless" the Town from any claims, suits or demands that may be asserted against it by reason of any act or omission of CAA. A certificate of insurance shall be filed with the Town upon request.

5. This Agreement shall be incorporated into and shall govern the other agreements that expressly exist between the Town and CAA.

IN WITNESS WHEREOF, CAA has caused this Agreement to be duly executed in its behalf and its seal hereunto affixed this _____ day of _____, 1993, and thereafter Town has caused these

presents to be signed and sealed by its Mayor, William W. Dickinson, Jr.,
duly authorized, this _____ day of _____, 1993.

Signed, Sealed and Delivered
in the Presence of:

THE COMMUNITY ACTION
AGENCY OF NEW HAVEN

BY: _____

TOWN OF WALLINGFORD

BY: William W. Dickinson, Jr.
Its Mayor
duly authorized

CERTIFIED RESOLUTION OF LOCAL AGENCY

Certified a true copy of a resolution duly adopted by the Town Council of the Town of Wallingford at its meeting on _____, and which has not been rescinded or modified in any way whatsoever.

_____ Date _____ Clerk _____ Secretary

WHEREAS, the State of Connecticut has authorized a Municipal Lighting Grant program under P.A. 93-378, and

WHEREAS, it is desirable and in the public interest that the TOWN OF WALLINGFORD make application to the Office of Policy and Management in such amount as may be made available for undertaking the program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WALLINGFORD that the Mayor, William W. Dickinson, Jr., file such application with the Office of Policy and Management, to provide such additional information as may be requested, to enter into and amend contractual instruments in the name and on behalf of the Town and to act as the authorized representative of the Town.