

In The Matter Of:

*Mandell, et al. v.
Town of Reading*

*Harry K. Harutunian, Ph.D.
September 15, 2000*

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[4] COMMONWEALTH OF MASSACHUSETTS
[5] Middlesex, ss. Superior Court
[6] Civil Action No. 00-2564
[7]
[8] ROBERT L. MANDELL, et. al,
[9] Plaintiffs,
[10] vs.
[11] TOWN OF READING,
[12] Defendant.
[13]
[14] DEPOSITION OF HARRY K. HARUTUNIAN, Ph.D
[15] Friday, September 15, 2000
[16] 9:18 a.m.
[17] Hemenway & Barnes
[18] 60 State Street
[19] Boston, Massachusetts
[20]
[21] Reporter: Carolyn Haddox, RPR
[22]
[23]
[24]

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[19] Kendra Cooper
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<div>Page 6</div> <div><div>[1] PROCEEDINGS</div><div>[2]</div><div>[3] (Exhibit No. 1 was marked for</div><div>[4] identification.)</div><div>[5]</div><div>[6] HARRY K. HARUTUNIAN, Ph.D</div><div>[7] a witness called for examination by counsel for</div><div>[8] the Plaintiffs, being first duly sworn, was</div><div>[9] examined and testified as follows:</div><div>[10]</div><div>[11] DIRECT EXAMINATION</div><div>[12] BY MR. BIERWIRTH:</div><div>[13] Q: Good morning, sir. My name is</div><div>[14] Joseph Bierwirth, and as you know, I represent</div><div>[15] the plaintiffs in this case. Do you prefer</div><div>[16] Dr. or Mr.?</div><div>[17] A: Harry.</div><div>[18] Q: Harry, all right. I'll probably</div><div>[19] actually be a little more formal, so I'll call</div><div>[20] you Dr. Harutunian, sir, if I address you.</div><div>[21] MR. BUSCONI: Joe, can I interrupt</div><div>[22] you for just a minute?</div><div>[23] MR. BIERWIRTH: You may.</div><div>[24] MR. BUSCONI: With respect to</div></div>	<div>Page 8</div> <div><div>[1] 1995.</div><div>[2] Q: I've marked as the first exhibit and</div><div>[3] will show to you an affidavit that you have</div><div>[4] filed in this case. If you can take a second</div><div>[5] to look at that, sir.</div><div>[6] A: (Reviewing document.)</div><div>[7] Q: And you will see that the copy that</div><div>[8] I've put in front of you and had marked as an</div><div>[9] exhibit is not signed and dated, but your</div><div>[10] counsel has before you a copy that is signed</div><div>[11] and dated July 24th with your signature. Do</div><div>[12] you see that, sir?</div><div>[13] A: Yes.</div><div>[14] Q: Before we get into that, have you</div><div>[15] ever been deposed before?</div><div>[16] A: No.</div><div>[17] Q: I'm going to be asking you</div><div>[18] questions. I would ask that you allow me to</div><div>[19] finish my question before you begin your</div><div>[20] answer, and I'll do the same, I will let you</div><div>[21] finish your answer before I begin my next</div><div>[22] question. If you don't understand any of my</div><div>[23] questions, please let me know, and I'll try and</div><div>[24] rephrase them.</div></div>

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[1] If you need to take a break at any
[2] time, I will allow that. Your attorney has
[3] agreed to produce you for deposition only from
[4] nine until 1 o'clock. We are starting a little
[5] bit late, and I would like to proceed and try
[6] to get through as much material as possible.
[7] But if you need to take a break, I'll let you
[8] do that.

[9] Looking at this affidavit, sir, if
[10] you could look at paragraph 4, please.

[11] A: (Witness complies.)

[12] Q: And you'll see in paragraph 4 you
[13] have put before the court expected enrollments
[14] for the year 2000 for the elementary schools in
[15] the Town of Reading. Do you see that, sir?

[16] A: Yes.

[17] Q: And do you know what the actual
[18] enrollment figure is for the year 2000 for K
[19] through 5 for the Town of Reading?

[20] A: We don't do an official enrollment
[21] until October 1.

[22] Q: Do you have an estimate right now
[23] what that number is?

[24] A: No.

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[1] incorrectly. It says, "As a result of this
[2] severe overcrowding, Reading faces problems of
[3] increased vehicular traffic during drop-off and
[4] pick-up periods before and after school; the
[5] overtaxing of heating, ventilation, and
[6] air-conditioning systems, which were not
[7] designed to handle the current student
[8] population; and the inability to make effective
[9] use and overtaxing of core facilities in the
[10] schools, such as the library, gymnasium, and
[11] cafeteria."

[12] Is that statement accurate, sir?

[13] A: Yes.

[14] Q: How does the overcrowding, as you
[15] call it, in the Reading Public Schools overtax
[16] the heating, ventilation, and air-conditioning
[17] systems in the school buildings, sir?

[18] A: All four elementary schools have
[19] more population in them than they were
[20] designed.

[21] Q: And you believe that that overtaxes
[22] the heating, venting, and air-conditioning
[23] systems?

[24] A: Yes, I do.

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[1] Q: No?

[2] A: I don't have it with me.

[3] Q: Do you have it in your head?

[4] A: No.

[5] Q: Does the number 2,037 students seem
[6] appropriate to you?

[7] A: Within 50 students I would say, yes.

[8] Q: Within 50 students. You don't know
[9] one way or the other whether it's 50 students
[10] more than that number or less than that number?

[11] A: No.

[12] Q: Okay. And are there any documents
[13] that I could look at right now which would show
[14] me the best estimate of the school department
[15] of the actual enrollment figure for K through 5
[16] for the year 2000?

[17] A: Yes.

[18] Q: And what document would that be?

[19] A: The one I distributed to the School
[20] Committee this week.

[21] Q: If you could look at paragraph 5 of
[22] your affidavit there, sir.

[23] A: (Reviewing document.)

[24] Q: And correct me if I read it

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[1] Q: Okay. In what way?

[2] A: Based on the construction documents
[3] that I've seen over the last few years, where
[4] increased ventilation, beyond minimum specs,
[5] have been designed into our buildings. We know
[6] that back when these buildings were built, that
[7] this was not something that was taken as
[8] seriously as it is today, and so I believe that
[9] the heating system, the ventilation system, and
[10] the air-conditioning systems are being taxed
[11] beyond what they were designed for.

[12] Q: And that problem is exacerbated by
[13] the overcrowding, you believe?

[14] A: Yes. Areas of the school that were
[15] not designed to be used as classrooms are now
[16] being used as classrooms.

[17] Q: If you could look at paragraph 6,
[18] sir, and in that paragraph, in the third
[19] sentence, you make reference to "Interior
[20] spaces being used for classes, including
[21] custodial closets."

[22] Can you tell me in which schools
[23] that's occurring right now?

[24] A: The most recent is last year the

<div>Page 13</div> <div>[1] custodial closet at the Killam Elementary [2] School was — with no windows — was converted [3] over to a special-ed testing area. [4] Q: A special-ed testing area? [5] A: Yes. [6] Q: So it wasn't used as an everyday [7] classroom? [8] A: No. As a matter of fact, we had to [9] remove the custodians from that space and place [10] them back into another area of the school where [11] the boilers are, and delivery, and that kind of [12] thing. So it's a small room with no windows. [13] Q: Do you know how big the room is? [14] A: I would venture 10 by 12, 10 feet by [15] 12 feet. [16] Q: And as a special-ed testing area, [17] how frequently was the room used during the [18] last year? [19] A: My understanding from the building [20] principal, it was used daily. [21] Q: Any other examples of custodial [22] closets being used as classrooms or any other [23] use? [24] A: At the Killam Elementary School and</div>	<div>Page 15</div> <div>[1] portable classrooms at the Barrows Elementary [2] School. [3] Q: Do you know when these portable [4] classrooms were purchased? [5] A: The only one that I'm knowledgeable [6] on when they were purchased is one at the [7] Barrows, which was purchased early in my [8] tenure. [9] Q: And how much did that cost? [10] A: I don't know. I don't recall. [11] Q: Do you have an estimate? [12] A: I would say somewhere around [13] 175,000. [14] Q: Is it true that at least one of [15] these portable classrooms has been in use since [16] 1973? [17] A: I don't know that. [18] Q: In paragraph 7 you make reference to [19] the fact that Reading is unable to provide [20] specialized space for art, music, and computer [21] science classes in these schools. [22] Has Reading Elementary Schools ever [23] provided specialized space for art classes, to [24] your knowledge?</div>
<div>Page 14</div> <div>[1] at the — I'm sorry — the Joshua Eaton [2] Elementary School and the Birch Meadow [3] Elementary School. [4] Q: I'm sorry, currently? [5] A: Yes. [6] Q: And these are custodial rooms that [7] are being used as classrooms in those [8] facilities? [9] A: They are not being used as [10] instructional for a large group because they [11] are small, but students are brought into those [12] areas to be worked with either for such items [13] as OT, PT, speech, testing, counselling, and [14] things of that matter. And these are [15] windowless rooms that in the past had been used [16] either as utility rooms, custodial closets, or [17] storage areas. [18] Q: The portable classrooms that are [19] referenced in paragraph 6 — [20] A: Uh-huh. [21] Q: — how many portable classrooms are [22] currently in use in K through 5? [23] A: There are two portable classrooms at [24] the Birch Meadow School, and there are four</div>	<div>Page 16</div> <div>[1] A: My understanding is there was a [2] time, yes. [3] Q: Do you know when that was? [4] A: My understanding is it was prior to [5] 1980. [6] Q: And do you know which schools or [7] school provided that? [8] A: I do not. [9] Q: Same question with respect to music: [10] Do you know whether they ever had specialized [11] space for music in the elementary schools in [12] Reading? [13] A: Again, same answer. [14] Q: Prior to 1980 there may have been [15] specialized space for music? [16] A: Space became available when there [17] was declining enrollment, and my understanding [18] is during that period of time, an art teacher [19] or a music teacher for a year, maybe less, [20] maybe more, utilized a room that was available [21] due to declining enrollment. [22] Q: If I understand your testimony [23] right, it is your understanding that those [24] rooms that were used by those art and music</div>

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[1] teachers were ordinary classrooms, not
[2] specially outfitted for art or music per se?
[3] A: Yes.
[4] Q: And computer science classes, has
[5] there ever been specialized space for computer
[6] science classes in the Town of Reading?
[7] A: Yes.
[8] Q: For elementary school?
[9] A: Yes, during my tenure.
[10] Q: Which school?
[11] A: The Joshua Eaton School, when it was
[12] renovated and opened in the fall of 1995, until
[13] the summer of 2000, had designated space that
[14] was utilized as a computer science lab, and
[15] this summer it was converted into classroom
[16] space.
[17] Q: This past summer?
[18] A: That's correct.
[19] Q: The summer of 2000?
[20] A: That's correct.
[21] Q: And how many classrooms did you make
[22] out of that specialized space?
[23] A: I would like to change that.
[24] Q: Okay.

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[1] A: The space is being utilized as a
[2] special education resource forum, so it has a
[3] variety of — I don't want to mislead you by
[4] indicating that it's a regular classroom
[5] environment. It's a special education room.
[6] Also at the Birch Meadow Elementary
[7] School, when the school was renovated back in,
[8] I believe, '93, an adjacent room to the library
[9] was designed to be used as a computer lab and
[10] never has been, to my knowledge, since my
[11] tenure there, been utilized for that purpose.
[12] It was designed for that purpose, but could not
[13] be used for that purpose because of lack of
[14] space.
[15] Q: Okay. And that condition has
[16] existed since 1993?
[17] A: That's my understanding, yes. I can
[18] only attest to since 1995.
[19] Q: And what is the space being used for
[20] if it's not being used for a computer lab?
[21] A: Similar to the Eaton space.
[22] Q: In other words, a special-ed
[23] resource room?
[24] A: That's correct.

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[1] Q: Now, the system that you referred to
[2] in the second sentence in paragraph 7 of your
[3] affidavit of "art on a cart," can you tell me
[4] about that, please?
[5] A: We do not have designated space for
[6] art, and art teachers have, in some cases, used
[7] shopping carts to carry their materials when
[8] they go room to room, or they may use a
[9] standard cart with a small lip with items on
[10] it.
[11] Q: But in any event, how many art
[12] teachers are there in the elementary school
[13] system?
[14] A: Exact number, I don't know.
[15] Q: Is there one per school?
[16] A: Approximately.
[17] Q: Now, this system for "art on a
[18] cart," which I guess just involves the fact
[19] that the art teacher has to bring the materials
[20] to the classroom where the children are; is
[21] that what you are saying?
[22] A: Correct. There is downtime for
[23] setup, there is it downtime for breakdown, and
[24] there's no utilization for kilns and things

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[1] like that.
[2] Q: Generally, do the teachers favor
[3] that system or disfavor that system?
[4] A: Which teachers?
[5] Q: The elementary school classroom
[6] teachers.
[7] A: My perception?
[8] Q: Please.
[9] A: Is that they go into the room, they
[10] need to setup and breakdown, art is somewhat
[11] messy, desks get dirty, floor gets dirty.
[12] Whether the teachers like that or not, I have
[13] no survey or knowledge base to be able to say.
[14] Q: So has any classroom teacher ever
[15] complained to you about the "art on a cart"
[16] system?
[17] A: No.
[18] Q: Have the art teachers complained to
[19] you about the "art on a cart" system?
[20] A: Yes.
[21] Q: And what is their view?
[22] A: Exactly what I had said earlier.
[23] Loss of instructional time from setup,
[24] breakdown, and the loss of expanding into areas

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[1] of firing up clay objects with a kiln.
[2] Q: Has any classroom teacher expressed
[3] to you any opinion that was not a complaint on
[4] the "art on a cart" system?
[5] A: Not to my recollection.
[6] Q: In paragraph 8 you talk about the
[7] lack of space for technology education, and
[8] we've talked a little bit about that today.
[9] Again let me ask: What is the sentiment among
[10] the classroom teachers as to the lack of
[11] dedicated space for computer labs?
[12] A: Indifferent.
[13] Q: Why is that?
[14] A: Teachers would like the ability to
[15] have a designated area where large group
[16] instruction using the computer would take
[17] place. Presently, we have approximately one
[18] computer per classroom at the elementary
[19] schools. In some cases more, but at least
[20] that.
[21] It becomes extremely difficult for a
[22] teacher to do any large group instruction
[23] because the school may not have a lab set up.
[24] There are some makeshift areas in schools where

[1] Q: And for music?
[2] A: Yes.
[3] Q: If you could look at paragraph 9 of
[4] your affidavit, sir?
[5] A: (Reviewing document.)
[6] Q: In the second sentence you state
[7] that the increased busing resulted in
[8] elementary students being bused to schools far
[9] outside their neighborhoods.
[10] Is that occurring this year, in the
[11] year 2000?
[12] A: Yes.
[13] Q: Can you tell me which students are
[14] being bused?
[15] A: Killam.
[16] Q: I'm sorry?
[17] A: Killam and Birch Meadow, but Birch
[18] Meadow is not out of its neighborhood. Killam
[19] is.
[20] Q: Just confining yourself to busing
[21] which occurs out of the neighborhood.
[22] A: Okay.
[23] Q: Am I correct in characterizing your
[24] testimony that you are saying that there are

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[1] that's been attempted, but a designated space
[2] designed with overhead equipment, projection
[3] equipment to do instruction, at this time it's
[4] very difficult.
[5] Q: So why did you describe the
[6] teachers' sentiment as indifferent?
[7] A: Indifferent because of budget
[8] reasons. They recognize that we may not be
[9] able to do all the things we want, but with the
[10] ever growing need for computers in the
[11] classroom, there are trade-offs made by all of
[12] us.
[13] Q: You personally believe it would be
[14] beneficial to have computer labs in each of the
[15] elementary schools?
[16] A: The Commonwealth of Massachusetts
[17] recommends it.
[18] Q: Do you believe it would be
[19] beneficial?
[20] A: Yes.
[21] Q: Do you also believe that it would be
[22] beneficial to have dedicated space for art in
[23] each of the elementary schools?
[24] A: Absolutely.

[1] students who live in the Killam District —
[2] A: That's correct.
[3] Q: — who are being bused outside of
[4] their neighborhood?
[5] A: That's correct. They are being
[6] bused to the Coolidge Middle School.
[7] Q: And what grade is that?
[8] A: Kindergarten.
[9] Q: And are they only kindergarten
[10] students?
[11] A: Yes.
[12] Q: And how many of them are there, do
[13] you know?
[14] A: Somewhere between 45 and 50, I
[15] believe.
[16] Q: Is there a document I could look at
[17] that would give me that number?
[18] A: Yes.
[19] Q: And what document would that be?
[20] A: The document I distributed to the
[21] Reading School Committee at its regular meeting
[22] this week.
[23] Q: Is that a different meeting than you
[24] referenced earlier on the —

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[1] A: Same meeting.
[2] Q: — general population?
[3] A: Same document.
[4] Q: Now, also in that paragraph 9 it
[5] states that in some cases, Reading must bus
[6] individual students from the same family to
[7] different schools.
[8] Is that going on right now?
[9] A: No.
[10] Q: Excuse me?
[11] A: To mu — well, yes. Yes, it is with
[12] Killam.
[13] Q: With these kindergarten students?
[14] A: That's correct, as well as Birch
[15] Meadow.
[16] Q: Explain that to me, please.
[17] A: Sure. We have the Birch Meadow
[18] kindergarten, as well as a portion of the
[19] Killam kindergarten, at the Coolidge Middle
[20] School. Students who attend that school from
[21] the elementary are kindergarten. Their
[22] brothers and sisters who are in Grades 1
[23] through 5 attend the home elementary school.
[24] Q: And the Birch Meadow School is in

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[1] Q: Is there a room, that has formerly
[2] been used as a classroom, empty and not being
[3] used as a classroom this year at Birch Meadow?
[4] A: I'm not sure. I don't believe that
[5] to be the case.
[6] Q: Do you know if that was the case
[7] last year at that school?
[8] A: I would have to check.
[9] Q: Do you know if that was the case
[10] this year or last year at Killam?
[11] A: My understanding was that there was
[12] an afternoon kindergarten classroom last year
[13] at Killam that was not used for kindergarten,
[14] but was used for other purposes, not on a
[15] regular basis.
[16] Q: Just for thoroughness, do you know
[17] if there are any rooms which have formerly been
[18] used as classrooms which are not being
[19] currently used as classrooms in either of the
[20] two other schools?
[21] A: I'm not aware of that.
[22] Q: Or last year?
[23] A: I don't have the information in
[24] front of me to be able to tell you.

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[1] the same neighborhood as the Coolidge Middle
[2] School?
[3] A: Yes, it is.
[4] Q: And, again, that splitting up of
[5] families only relates to kindergarten students;
[6] is that correct?
[7] A: Yes.
[8] Q: And how many kindergarten classrooms
[9] are there at the Coolidge Middle School?
[10] A: I believe three teachers, six
[11] classrooms.
[12] Q: A morning session and an afternoon
[13] session?
[14] A: That's correct.
[15] Q: And why are the kindergarten
[16] students being bused to Coolidge Middle School?
[17] A: Because there's no room in their
[18] home school.
[19] Q: Are there any empty classrooms at
[20] Birch Meadows this year?
[21] A: Space as designated by the
[22] Department of Education and in the design of
[23] the school, to my knowledge. There are no
[24] empty classrooms.

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[1] Q: Please turn to paragraph 10 of your
[2] affidavit, sir.
[3] A: (Reviewing document.)
[4] Q: The first sentence says, "Reading
[5] also lacks proper space for services mandated
[6] by State law for Reading's special needs
[7] children, such as special education,
[8] occupational therapy, and physical therapy."
[9] Is that an accurate statement, sir?
[10] A: Yes.
[11] Q: Are those services nevertheless
[12] being provided?
[13] A: They have to be, yes.
[14] Q: So they are?
[15] A: Yes.
[16] Q: So why do you say that Reading lacks
[17] proper space for the services, if the services
[18] are being provided?
[19] A: I don't think the students should be
[20] tested or counseled in a room with no windows
[21] and improper ventilation.
[22] Q: Which rooms have improper
[23] ventilation?
[24] A: I can't give all of them to you, but

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[1] I certainly can give the one across from the
[2] custodial room at the Killam Elementary School,
[3] which was a custodial slop room/office area
[4] that was renovated, painted, and converted into
[5] space for the purpose I just mentioned.
[6] Q: And right now that room has
[7] inadequate ventilation for the use that is
[8] being made of it?
[9] A: It has less than adequate.
[10] Q: Which is different than inadequate?
[11] MR. BUSCONI: Well, he's —
[12] MR. BIERWIRTH: I'm trying to
[13] understand his testimony.
[14] MR. BUSCONI: Well, I think the
[15] thought is there, that it's his opinion it's
[16] not adequate. I think that his response should
[17] stand on that.
[18] BY MR. BIERWIRTH:
[19] Q: Is it inadequate?
[20] A: It's not adequate.
[21] Q: In paragraph 11 you make reference
[22] to portable classrooms again at the end of the
[23] first sentence. With respect to the Barrows
[24] School, you said that there are currently six

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[1] portable classrooms; is that correct?
[2] A: Four.
[3] Q: Four. Which classes are using those
[4] four portable classrooms?
[5] A: Primary.
[6] Q: Can you explain that for me?
[7] A: Sure. Grades kindergarten through
[8] to — specifically which grades, I can't tell
[9] you. It changes every year.
[10] Q: How about this year, do you know?
[11] A: Again, I don't.
[12] Q: You don't?
[13] A: I don't remember. I know who the
[14] teachers are. I forget the grades.
[15] Q: In paragraph 12 you make reference
[16] to a District Enrollment and School Size
[17] Committee. Do you see that, sir?
[18] A: Yes.
[19] Q: What was the purpose for forming
[20] that committee?
[21] A: To take information that had been
[22] produced from demographic companies, to take
[23] that information and to look to long-term
[24] solutions, recommendations, based on the given

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[1] number of square feet classrooms that presently
[2] exist and come up with recommendations for
[3] long-term solutions.
[4] Q: Which demographic companies were you
[5] referring to?
[6] A: Particularly NESDEC, but also one
[7] done by George Collins as part of a feasibility
[8] study.
[9] Q: What feasibility study was that?
[10] A: DRA, on the high school.
[11] Q: The name of the company was DRA?
[12] A: That's correct.
[13] Q: And it was a high school feasibility
[14] study?
[15] A: That's correct.
[16] Q: Do you know when that was performed?
[17] A: Between 1996 and 1997, if I recall.
[18] Q: What work arose from that
[19] feasibility study?
[20] A: I'm sorry?
[21] Q: What work at the high school arose
[22] from that feasibility study? Is there work
[23] that has been performed to date?
[24] A: No, it was not the purpose of the

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[1] feasibility study.
[2] Q: What was the purpose of the
[3] feasibility study?
[4] A: To find out, if the Town of Reading
[5] wanted to renovate the high school, what it
[6] would cost.
[7] Q: And was a decision made whether or
[8] not to renovate the high school?
[9] A: No.
[10] Q: There was no decision ever made?
[11] A: Oh, well, prior to me coming to
[12] Reading in 1995, an amount of money had been
[13] placed in a long-term capital plan to do work
[14] at the high school. The DRA report was to put
[15] a number in there that was more closely aligned
[16] to what it would really cost.
[17] Q: And what number did DRA determine
[18] was more likely that it would really cost, if
[19] you remember?
[20] A: Give or take 5 million, I would say
[21] around 30 million is my recollection.
[22] Q: But to date, the Town has not
[23] decided to go forward with that renovation; is
[24] that correct?

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[1] A: The Town is determined to move
[2] forward with the renovation, yes.
[3] Q: Is there a timetable in place?
[4] A: Yes, there is.
[5] Q: Can you tell me roughly what that
[6] timetable is?
[7] A: In the next three years to begin the
[8] project.
[9] Q: And the proposed cost is
[10] \$30 million?
[11] A: No.
[12] Q: What is the cost?
[13] A: Another report was done in the last
[14] 24 months by Stekalovsky & Hoit, and depending
[15] on which option is chosen, it could be between
[16] 48 and 50 million, I believe are the numbers
[17] that I've seen. And, again, I'm off by maybe
[18] 5 million either way.
[19] Q: Did the Town recently do any
[20] renovation work to any of the middle schools?
[21] A: Yes.
[22] Q: Which middle school?
[23] A: They built a brand new middle school
[24] at Parker and renovated the auditorium.

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[1] Q: When was that work performed?
[2] A: Between 1995 and 1998.
[3] Q: Do you know the total cost for that
[4] project?
[5] A: I believe it was approximately
[6] 12 million, give or take a million.
[7] Q: Has any work, substantial renovation
[8] work, recently been performed at the Coolidge
[9] Middle School?
[10] A: It has.
[11] Q: And when was that work performed?
[12] A: The last 24 months.
[13] Q: And what was the scope of that work?
[14] A: It was approximately 48,000 square
[15] feet of addition and renovation and upgrade of
[16] the entire school.
[17] Q: And what was the cost of that?
[18] A: I believe that was approximately
[19] \$9 million.
[20] Q: Is there currently a plan to do
[21] renovations to the Killam School?
[22] A: There's been discussion. One of
[23] the — the Enrollment Study Committee was
[24] concerned about the Killam, only because the

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[1] other schools were in the plan. And when
[2] Flansburgh came back with options — referred
[3] to as options A, B and C — Killam was
[4] superficially priced out because we know we
[5] need to do work there. So it's our belief that
[6] Killam is in the capital plan for renovation.
[7] Q: Is there currently money in the
[8] capital plan for a renovation project for the
[9] Killam School?
[10] A: There is never enough money to do
[11] everything the Town of Reading wants to do in
[12] its capital plan.
[13] Q: Is there currently a line item, for
[14] lack of a better term, in the capital budget
[15] plan for renovation of Killam Elementary
[16] School?
[17] A: It's my understanding, yes.
[18] Q: And what is the number that is in
[19] that item?
[20] A: I believe it's approximately 6 1/2
[21] to 7 million.
[22] Q: The School Size Committee that is
[23] referenced in paragraph 12 of your affidavit —
[24] A: Yes.

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[1] Q: — did that School Size Committee
[2] study only the K through 5 system?
[3] A: No.
[4] Q: Tell me what work was performed to
[5] study the system outside of K through 5 by the
[6] School Size Committee.
[7] A: I did not attend any but the first
[8] meeting as an introduction, but the minutes and
[9] the report, the addendums, indicates that more
[10] than 35 options were discussed as possible
[11] solutions, and in there, there was reference
[12] made to other schools in town other than the
[13] four elementary.
[14] Q: Attached as Exhibit A to your
[15] affidavit which we've marked as Exhibit 1 in
[16] this deposition, you will see in paragraph 12
[17] there's a reference that says, "A copy of
[18] School Size Committee's report is attached
[19] hereto as Exhibit A."
[20] This does not appear to me to be the
[21] full report; is that correct?
[22] A: I'm not sure. I haven't had a
[23] chance to go through every page. What I can
[24] tell you is I'm making reference to a page that

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[1] existed that was included in the report that
[2] listed more than 35 different options that were
[3] discussed. To what depth, I can't tell you.
[4] Q: Is there any reason that you know of
[5] why the full School Size Committee report would
[6] not have been included as Exhibit A to your
[7] affidavit?
[8] A: No.
[9] Q: Can you identify that as the full
[10] report?
[11] A: I cannot. I can tell you that it is
[12] the report. I don't know if it is the full
[13] report. It's been several years.
[14] Q: I'm going to show you another
[15] document that you can take a look at, and we'll
[16] get it marked as the next exhibit.
[17] (Exhibit No. 2 was marked for
[18] identification.)
[19] BY MR. BIERWIRTH:
[20] Q: I'll direct your attention to the
[21] second page.
[22] MR. BIERWIRTH: Off the record.
[23] (Discussion off the record.)
[24] BY MR. BIERWIRTH:

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[1] Q: Did the School Size Committee review
[2] all available space in all of the public school
[3] buildings in the Town of Reading?
[4] A: Public schools?
[5] Q: Yes.
[6] A: What do you mean by "reviewed"?
[7] Q: Did they review the data and employ
[8] that review in reaching their conclusions?
[9] A: My understanding is they discussed
[10] it. To what level of review, I do not know.
[11] Q: Do you know if the School Size
[12] Committee considered enrollment projections for
[13] K through 12?
[14] A: My understanding is that those
[15] projections which were given to them were K
[16] through 12.
[17] MR. BIERWIRTH: We can get this
[18] marked as the next exhibit, Exhibit 3, please.
[19] (Exhibit No. 3 was marked for
[20] identification.)
[21] BY MR. BIERWIRTH:
[22] Q: Have you taken a look at that, sir?
[23] A: (Reviewing document.) Yes.
[24] Q: And that is, I can represent to you,

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[1] an excerpt from the report that was attached as
[2] Exhibit A to your affidavit. I just wanted to
[3] isolate these particular pages for you.
[4] And my understanding from reviewing
[5] this document — and please tell me if you have
[6] a different understanding — is that this is a
[7] report of a subcommittee of the School Size
[8] Committee, made up of six members of the School
[9] Size Committee, and it is a report recommending
[10] that the Town adopt a policy of renovating the
[11] existing elementary schools to address the
[12] enrollment problem as it was perceived.
[13] Is that your understanding of this
[14] report too?
[15] A: My understanding is it is one of
[16] several subcommittees, and it is one
[17] recommendation.
[18] Q: And under the "Statement of Proposed
[19] Solution," which is included on the first page
[20] of this subcommittee report, you will see that
[21] in the first bullet point, they recommend an
[22] addition to Barrows of 12 classrooms; in the
[23] second bullet point, they recommend an addition
[24] to Birch Meadows of three more classrooms; and

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[1] in the third bullet point, they recommend an
[2] addition to Killam of two classrooms.
[3] Do you see that, sir?
[4] A: Yes.
[5] Q: And in the fifth bullet point, it
[6] summarizes that there will be a total of 17 new
[7] classrooms added to the system.
[8] Would those 17 new classrooms
[9] address the enrollment problems as you perceive
[10] them at the elementary schools?
[11] A: My recollection is that it's a
[12] slightly larger number.
[13] Q: Do you know what the number is?
[14] A: I believe it's closer to 19.
[15] Q: Sir, the School Building Committee,
[16] were you Superintendent when it was created?
[17] A: No.
[18] Q: Can you explain to me your
[19] understanding of its function?
[20] A: My understanding is Town Meeting
[21] created the committee in 1988 for the purpose
[22] of — on behalf of Town Meeting — of working
[23] on the issue of overcrowding, enrollment, and
[24] renovation of school buildings, or building

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[1] new.
[2] Q: To whom does the School Building
[3] Committee report?
[4] A: Town Meeting.
[5] Q: Not to the School Committee?
[6] A: No.
[7] Q: And how does it report to Town
[8] Meeting?
[9] A: It was formed by Town Meeting, it
[10] does at least one annual report, and it
[11] presents to Town Meeting any major
[12] construction, renovation, or additions to any
[13] of the schools. It does the presentation at
[14] the Town Meeting, it puts the Warren Article on
[15] Town Meeting, and the amount of money.
[16] Q: Other than the RFQ's that were
[17] issued by the School Building Committee in
[18] relation to the project that brings us here
[19] today, what other RFQ's have been issued by the
[20] School Committee, to your knowledge?
[21] MR. BUSCONI: School Building
[22] Committee.
[23] MR. BIERWIRTH: I'm sorry, the
[24] School Building Committee. Thank you.

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[1] to the Superintendent's Office.
[2] Q: And why is that?
[3] A: Because the Reading School Building
[4] Committee has no staff, has no permanent
[5] location. To my understanding, they have
[6] traditionally used the School Department
[7] because their function is only within school
[8] buildings.
[9] Q: So it's a matter of administration
[10] and convenience for the Superintendent's Office
[11] to —
[12] A: Yes.
[13] Q: — put together the RFQ and to
[14] collect the responses when they come in; is
[15] that correct?
[16] A: That's correct.
[17] Q: But the awarding authority is the
[18] Reading School Building Committee?
[19] A: That's correct.
[20] Q: Now, if you continue on looking at
[21] Exhibit B of this affidavit, you'll see on page
[22] 5, Roman Numeral III, the scope of the work.
[23] A: Yes.
[24] Q: Under paragraph B it says, "The firm

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[1] A: My knowledge is that they did the
[2] RFP or RFQ for Joshua Eaton, Birch Meadow,
[3] Coolidge, Parker, and, of course, these two
[4] projects. They have also issued the RFQ on the
[5] high school feasibility study that was done by
[6] DRA between '96 and '97.
[7] Q: If you'd look at Exhibit B to your
[8] affidavit marked as Exhibit 1.
[9] A: (Witness complies.)
[10] Q: You'll see that there's an RFQ dated
[11] May 12, 1998. Was this RFQ generated by the
[12] School Building Committee?
[13] A: At their request.
[14] Q: Who prepared it?
[15] A: My office, under the supervision of
[16] the School Building Committee.
[17] Q: And the responses that were made
[18] pursuant to this RFQ, to whom are they
[19] directed?
[20] A: I don't understand the question.
[21] Q: The responses that were submitted in
[22] response to this RFQ, where were they sent?
[23] A: I believe they were sent to the
[24] Superintendent's Office. Yes, they were sent

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[1] selected will be required to perform the
[2] following services under its contract with the
[3] AA" — which is Awarding Authority.
[4] A: Uh-huh.
[5] Q: Paragraph 1, "Complete
[6] investigations of existing physical conditions
[7] and conformance with applicable codes and
[8] regulations of the Alice M. Barrows and J.
[9] Warren Killam schools only."
[10] Do you know why the scope of work
[11] was limited only to the Barrows and Killam
[12] schools?
[13] A: Yes.
[14] Q: Why is that?
[15] A: The Birch Meadow and the Joshua
[16] Eaton, which are the only two other elementary
[17] schools, had recently been renovated in
[18] '93/'94.
[19] Q: So it was not going to be part of
[20] the work for the architectural firm that did
[21] the feasibility study to investigate the
[22] physical conditions of those two buildings?
[23] A: No.
[24] Q: And, in fact, Flansburgh did not

<div>Page 45</div> <div>[1] investigate the physical condition of those two [2] buildings? [3] A: Not to my knowledge. [4] Q: So the feasibility study that was [5] performed by Flansburgh was not an analysis of [6] the entire public school system in the Town of [7] Reading? [8] A: It was. [9] Q: Okay. How was it? [10] A: It utilized all four buildings' [11] classroom space in their projections, but it [12] did not — and the way I read this is that this [13] has to do with building regulations, [14] compliance, ADA, those kind of things. But in [15] determining what space would be needed for [16] future enrollments, all schools were [17] considered, and Flansburgh provided charts [18] representing them. [19] Q: Other than enrollment, did [20] Flansburgh perform any other work with respect [21] to the remaining two elementary schools other [22] than Barrows and Killam? [23] A: Not to my knowledge. [24] Q: And Flansburgh provided no review or</div>	<div>Page 47</div> <div>[1] Q: Did that include an investigation [2] into the wetlands at the site and the impact of [3] the wetlands on the site? [4] A: I don't recall. [5] Q: Did it include an investigation into [6] the soil conditions at the site? [7] A: The amount of money for the [8] feasibility study was small. There were [9] limited, if you will, subcontractors utilized [10] during the two years it took to get the project [11] approved. Exactly who, I don't know. I do [12] know that — I don't know the right word — [13] it's either a delineation or determination line [14] for wetlands were flagged very early in the [15] project. [16] Q: Did the scope of work include [17] investigation into the soil conditions? [18] A: I don't know. [19] Q: If you'd look at the top of page 6 [20] there. [21] A: (Witness complies.) Yes. [22] Q: You will see there's an indication [23] that the successful architect is to determine [24] the present traffic conditions and future</div>
<div>Page 46</div> <div>[1] analysis with respect to any of the middle [2] school or the high school building; is that [3] correct? [4] A: That's my understanding. [5] Q: You'll see in paragraph B-5, again [6] there on page 5 of Exhibit B, the third bullet [7] point, the last full paragraph on the page, it [8] provides that the scope of work will include a [9] requirement that the architect determine [10] whether School Department land at Dividence [11] Road, Reading, is suitable for a fifth [12] elementary school, to house approximately 480 [13] students, including space for a school parking [14] lot and adjacent soccer field, with [15] softball/baseball field overlapping it. [16] Did that scope of work include — in [17] determining whether the land was suitable, did [18] it include an investigation of the wetlands and [19] their impact upon the site? [20] A: Would you ask the question again? [21] Q: Sure. Under the scope of work in [22] this RFQ, Flansburgh was supposed to determine [23] whether the site was suitable; is that correct? [24] A: Uh-huh.</div>	<div>Page 48</div> <div>[1] traffic conditions at all four current [2] elementary schools and compare the impact of a [3] four elementary school solution and five [4] elementary school solution on traffic [5] conditions. [6] Do you know if this work was [7] performed by Flansburgh during the feasibility [8] study stage of this project? [9] A: Well, let me say something. My [10] responsibility as Superintendent of Schools [11] took place in the morning of January 12, 2000. [12] I am not an ex-official of the Building [13] Committee. I am not a member of the Building [14] Committee. I was many years ago. I sit in the [15] audience, I don't sit at the table, and I have [16] no determination. I only provide resource. [17] The work was performed by Flansburgh [18] under the control and responsibility of the [19] Building Committee, which is completely [20] autonomous from the Superintendent and the [21] School Committee. Exactly what tests were [22] done, what organizations were brought in, I can [23] only give you hearsay because they did not [24] report to me, they did not provide documents to</div>

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[1] me specifically for that purpose. Everything
[2] was sent to the Reading School Building.
[3] Q: Do you know whether Flansburgh
[4] performed the work which is described in this
[5] scope of work in the first paragraph of page 6?
[6] A: I do know from hearsay that
[7] Flansburgh utilized some type of traffic
[8] subcontractor to help determine flow in and
[9] flow out.
[10] Q: Do you know who that was?
[11] A: Again, it was hearsay.
[12] Q: Do you know who that was?
[13] A: Who what was?
[14] Q: Who the traffic consultant was.
[15] A: No.
[16] Q: Do you know when that traffic
[17] consultant was consulted?
[18] A: No.
[19] Q: Do you know whether or not, in
[20] determining the suitability of the land at
[21] Dividence Road for this fifth elementary
[22] school, Flansburgh conducted any analysis on
[23] issues of setbacks and problems with abutters?
[24] A: I don't know what a setback is.

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[1] Q: Okay. Do you know if Flansburgh
[2] took into account any problems that were raised
[3] or had to do with abutters to the property?
[4] A: Specifically, I remember a meeting
[5] at the Parker Middle School where the School
[6] Building Committee invited abutters through a
[7] mailing through the Assessor's Office, and it
[8] was at that meeting that input from the
[9] abutters was given to the Building Committee as
[10] well as the architect.
[11] Q: Do you know when that meeting
[12] occurred?
[13] A: Fall of 1998.
[14] Q: Do you know if Flansburgh's work on
[15] the feasibility study, as performed in the fall
[16] of 1998, included investigation into issues
[17] having to do with access to the Dividence Road
[18] property?
[19] A: Would you say that again, please?
[20] Q: Sure. Do you know if Flansburgh's
[21] work on the feasibility study, performed in the
[22] fall of 1998, included an investigation into
[23] issues having to do with access to the
[24] Dividence Road property?

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[1] A: My understanding is that to create a
[2] drawing, a plan, superficial, with access to
[3] the property, that they did some type of
[4] determination on which streets would be used to
[5] come in and leave the property.
[6] Q: If you look at Exhibit D to your
[7] affidavit.
[8] A: (Witness complies.)
[9] Q: And you'll see in paragraph 21, if
[10] you would like to look, of your affidavit
[11] that —
[12] A: What page?
[13] Q: Paragraph 21. It's on page 6 of
[14] your affidavit. Exhibit D is described as an
[15] executive summary of the feasibility study, and
[16] on the second page of Exhibit D, there is
[17] something that looks like a plan.
[18] A: Right.
[19] Q: Is this the type of preliminary plan
[20] that you are referring to?
[21] A: Yes. This is a drawing that was
[22] sent to Town Meeting members and given out at
[23] the Town Meeting in the fall of '98.
[24] Q: And it was intended to represent the

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[1] architect's best estimate of what the site
[2] would look like upon completion?
[3] A: Actually, I believe it was one of
[4] several options, but the option that they were,
[5] at this point, leaning towards. Preliminary.
[6] Q: Do you know if those other options
[7] were presented to Town Meeting?
[8] A: They were not.
[9] Q: So when Town Meeting took its vote,
[10] this was the plan that it was reviewing; is
[11] that correct?
[12] A: Yes. It's also my understanding, if
[13] I recall correctly, that both at the meeting
[14] held in November — or rather during the fall
[15] of '98 — with the abutters and the four
[16] meetings held by the School Building Committee
[17] at the elementary schools where parents were
[18] invited, as well as at Town Meeting, that this
[19] was considered a draft; that there had not been
[20] any extensive work looking at ledge and those
[21] types of things, but that based on the small
[22] amount of money that we had put forward, this
[23] was one of many options, but the one they were
[24] leaning toward as a preliminary.

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[1] Q: Now, the school that is depicted in
[2] this preliminary — granted, it's a preliminary
[3] plan — do you know if Flansburgh's feasibility
[4] study included an investigation into the
[5] expandability of this school building?
[6] A: I can tell you that since they took
[7] this project on in the spring of 1998, to date,
[8] expandability has been discussed and areas
[9] located and shown on preliminary drawings of
[10] where that space would be for expandability.
[11] Q: Do you know if the school building
[12] that's depicted in this site plan, which is the
[13] second page of Exhibit D —
[14] A: Uh-huh.
[15] Q: — would be expandable as situated
[16] in this site plan?
[17] A: I do not.
[18] Q: Do you know if that was a topic of
[19] discussion before Town Meeting in the fall of
[20] 1998?
[21] A: I don't recall.
[22] Q: Before the Flansburgh firm was
[23] selected for the feasibility study, did you
[24] know of the firm?

[1] interviewing candidates for the selection of
[2] the feasibility study — the awarding of the
[3] feasibility study .
[4] Q: Let me show you another document.
[5] MR. BIERWIRTH: We can get this
[6] marked, Carolyn.
[7] (Exhibit No. 4 was marked for
[8] identification.)
[9] BY MR. BIERWIRTH:
[10] Q: Have you seen that document before,
[11] sir?
[12] A: I don't recall.
[13] Q: It's addressed to you.
[14] A: I probably did.
[15] Q: Looking at that document, it's a
[16] facsimile letter from Sid Bowen to you dated
[17] June 9, 1998?
[18] A: Uh-huh.
[19] Q: "In that there is a standing School
[20] Building Committee which will not serve as
[21] client for the elementary school study, we
[22] would appreciate your advice as to whether the
[23] contract with the study architect will permit
[24] continued service into the design/construction

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[1] A: What do you mean by did I know?
[2] Q: Did you recognize the name when you
[3] heard it?
[4] A: Yes.
[5] Q: How did you recognize the name?
[6] A: It was a name that I had seen in
[7] bids in other towns, and I believe that — if
[8] my recollection is correct — that they had put
[9] in at least one bid on one other project in
[10] town.
[11] Q: Were you familiar with the firm at
[12] all from being the Assistant Superintendent in
[13] Beverly?
[14] A: No.
[15] Q: Did you know any of the principles
[16] in the firm?
[17] A: No.
[18] Q: When was the first time you met Sid
[19] Bowen?
[20] A: As an employee of the Reading Public
[21] Schools.
[22] Q: Sometime during the summer of 1998?
[23] A: I met Sid Bowen at the interview
[24] process held by the Building Committee in

[1] phase."
[2] What did Mr. Bowen mean when he said
[3] that the School Building Committee will not
[4] serve as the client for the study?
[5] A: I don't know. I can only surmise.
[6] Once the money is approved by Town Meeting, it
[7] goes under the jurisdiction — the spending and
[8] disbursement — of the Reading School
[9] Committee.
[10] Q: And you're talking about money being
[11] approved for the feasibility study?
[12] A: No. I'm talking about money being
[13] approved for the project.
[14] Q: Mr. Bowen's letter refers to the
[15] client for the elementary school study.
[16] A: Right.
[17] Q: Do you see that?
[18] A: Yes.
[19] Q: Was the School Building Committee
[20] the client for the elementary school study?
[21] A: Yes.
[22] Q: So you believe he was just mistaken
[23] when he stated that?
[24] A: Yes. Reading has an unusual

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[1] situation. Most towns have a standing Building
[2] Committee. We do not. The School Building
[3] Committee — once the money has been allocated
[4] by Town Meeting?
[5] Q: Yes.
[6] A: The actual motion that is made
[7] within the Article at Town Meeting states that
[8] the money for the building of the school design
[9] will be under the control and disbursement of
[10] the Reading School Committee. It is the
[11] Building Committee who puts that on.
[12] Q: And that has to do with design
[13] contracts?
[14] A: Design and construction.
[15] Q: But not contracts for feasibility
[16] studies?
[17] A: Yeah. This is incorrect.
[18] Q: He goes on to — let me ask you
[19] this: Did you have any conversation with
[20] Mr. Bowen as a result of receiving this letter?
[21] A: I don't even remember receiving the
[22] letter.
[23] Q: So you don't remember any response
[24] that you may have made —

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[1] assumption on?
[2] A: The other projects. Specifically,
[3] the Parker and Coolidge projects, which started
[4] being constructed during my tenure, and
[5] completed.
[6] Q: For the Parker School project, which
[7] design firm obtained the feasibility study?
[8] A: My recollection, my understanding is
[9] it was Design Partnership of Cambridge.
[10] Q: And Design Partnership also
[11] performed the designer services for the job?
[12] A: Yes, that's my understanding. That
[13] part was completed before I entered the
[14] district, both parts.
[15] Q: Both parts?
[16] A: Yes.
[17] Q: For the Coolidge project?
[18] A: Strekalovsky & Hoit.
[19] Q: Did both the feasibility study and
[20] the design?
[21] A: That's my recollection.
[22] Q: On the Parker School project, if you
[23] know, did the Town separately advertise the
[24] design services contract before it was awarded

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[1] A: No.
[2] Q: — to the letter?
[3] A: I do not. I suspect I did, but I
[4] don't recall.
[5] Q: He goes on to ask for your advice as
[6] to whether the contract with the study
[7] architect will permit continued service into
[8] the design and construction of the phase.
[9] And, again, you don't remember any
[10] conversation with Mr. Bowen or anyone else from
[11] Flansburgh relating to that topic?
[12] A: I do not.
[13] Q: Did you assume from this time, from
[14] the time of publication of the RFQ for the
[15] feasibility study and shows of interest from
[16] architectural firms in June of 1998, did you
[17] assume from this time that whichever firm was
[18] awarded the feasibility study would also
[19] continue on to perform the design services?
[20] A: If there was a successful contract.
[21] Q: If there was a successful contract
[22] for the design services?
[23] A: Correct, and construction.
[24] Q: And what did you base that

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[1] to Design Partnership of Cambridge?
[2] A: My understanding is it was not.
[3] Q: And for the Coolidge School project,
[4] did the Town separately advertise the design
[5] services contract before it was awarded to
[6] Strekalovsky & Hoit?
[7] A: My understanding was it was handled
[8] exactly like the Parker project.
[9] Q: In other words, no?
[10] A: Right.
[11] MR. BUSCONI: Joe, we've been at
[12] this a little over an hour. I would like to
[13] take a short break.
[14] MR. BIERWIRTH: That's fine.
[15] (Recess taken from 10:30 a.m. to
[16] 10:35 a.m.)
[17] MR. BIERWIRTH: Back on record.
[18] Q: Dr. Harutunian, if you could look
[19] again at Exhibit 4 which you have in front of
[20] you there.
[21] A: (Witness complies.)
[22] Q: Prior to receiving that letter, had
[23] you spoken with Sid Bowen?
[24] A: I'm sorry, say that again?

<p>Page 61</p> <p>[1] Q: Prior to receiving that letter, [2] which is Exhibit 4, had you spoken with Sid [3] Bowen? [4] A: Yes. I saw him at the interview. [5] Q: And do you believe the interviews [6] took place before June 9? [7] A: I don't recall. [8] Q: Could you look at Exhibit C, please, [9] to your affidavit? [10] A: (Witness complies.) [11] Q: Exhibit C is a form which you state [12] in your affidavit was used by the School [13] Building Committee to evaluate the architects [14] who submitted proposals pursuant to the RFQ for [15] the feasibility study. [16] I have never seen a completed copy [17] of these forms. Do you know if any exist? [18] A: I do not. [19] Q: Have you ever seen completed copies [20] of these forms? [21] A: I don't think so. [22] Q: During the interview process, what [23] was your role? [24] A: I don't recall if I was asked to be</p>	<p>Page 63</p> <p>[1] several high administrators, Associate [2] Superintendent and the high school Principal, [3] who both live in Andover, and so through idle [4] chat, I became aware that there was a problem [5] up in Andover. [6] Q: What are the names of the gentlemen [7] who told you about the problems Flansburgh was [8] experiencing in Andover? [9] A: Specifically, I can recall a [10] conversation with Frank Orlando, our high [11] school Principal. [12] Q: What did Mr. Orlando tell you? [13] A: My recollection was there was a cost [14] overrun on the project. [15] Q: Anything else? [16] A: Not that I recall — oh, and that [17] they were in — and they were also in [18] litigation. [19] Q: What information did Mr. Graham [20] provide to the School Building Committee in [21] your presence? [22] A: My understanding was Mr. Graham had [23] lunch with the Town Manager of Andover and that [24] Flansburgh got caught into a difficult</p>
<p>Page 62</p> <p>[1] part of the interview or not. [2] Q: Do you know whether you took part in [3] the interviews? [4] A: I don't recall. [5] Q: You may have, you may not have, you [6] just don't remember? [7] A: Yeah. [8] Q: Were you familiar with the work [9] performed by Flansburgh & Associates on the [10] Andover project? [11] A: To the extent of the information [12] that was provided to the Building Committee. [13] Q: Who provided that information to the [14] Building Committee? [15] A: My understanding is it was Russell [16] Graham, the Chairman. [17] Q: And before Mr. Graham provided that [18] information to the Building Committee, you had [19] no knowledge of a dispute or concerns about [20] work performed by Flansburgh in Andover? [21] A: I did. [22] Q: How did you come by that knowledge? [23] A: Hearsay and conjecture from [24] individuals who were Superintendents. We have</p>	<p>Page 64</p> <p>[1] situation where the general contractor, shortly [2] after, I guess, either the steel or the framing [3] took place, either went bankrupt, filed Chapter [4] 11, or whatever, which resulted in another [5] general contractor coming in. [6] Q: And Mr. Graham relayed this story to [7] the School Building Committee, and you were [8] present and heard this; is that correct? [9] A: He relayed the information to me. I [10] can't recall, but I'm fairly certain that [11] information was passed on. He also indicated [12] that the Town Manager was very — my [13] understanding from what he said to me — was [14] very pleased with the work that Flansburgh had [15] done given the difficulty of the situation. [16] Q: And Mr. Graham told this to you [17] outside of the presence of the School Building [18] Committee? [19] A: I don't remember. I just remember [20] that the information that I had came from the [21] Chairman. [22] Q: And — [23] A: The Chairman and I talk quite [24] frequently, obviously, because we do a lot of</p>

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[1] his secretarial work, so I don't remember if it
[2] was via a phone call or — but I do recall that
[3] Mr. Graham did give a report with those people
[4] present in the Building Committee at a meeting
[5] referencing the work that had been done by
[6] Flansburgh up in Andover.

[7] Q: And did this presentation take place
[8] prior to the award of the feasibility contract
[9] to Flansburgh?

[10] A: My recollection is yes.

[11] Q: I had asked you earlier about art
[12] teachers, and you testified that there was an
[13] art teacher for each of the elementary schools?

[14] A: No. I indicated I didn't know the
[15] number of art teachers that were in the
[16] elementary schools, but I suspect that there's
[17] probably at least one.

[18] Q: Okay. Do you know if they are
[19] full-time?

[20] A: The vast majority are, yes.

[21] Q: There's four elementary schools. Do
[22] you know —

[23] A: Full-time FTE's, or full-time in the
[24] schools?

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[1] least one more, just in case that does happen.

[2] Q: And when you say, "we," you mean the
[3] School Building Committee?

[4] A: Yes.

[5] Q: Do you know how it happened that
[6] Flansburgh, the fifth ranked architect, was
[7] awarded the feasibility study?

[8] A: By a vote of the School Building
[9] Committee.

[10] Q: As I said earlier, I do not have
[11] completed copies of Exhibit C, so I don't know
[12] how each of these firms were ranked.

[13] Was there a particular strength of
[14] Flansburgh upon which the School Building
[15] Committee relied when awarding it the
[16] feasibility study?

[17] A: I don't know. I assume. I can tell
[18] you there was a vote, and the vote was for
[19] Flansburgh.

[20] Q: Did any member of the committee
[21] express their reasons for voting for the fifth
[22] ranked architect?

[23] A: I suppose, but I don't recall. It's
[24] important to note that the ranking of the five

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[1] Q: I mean full-time art teachers, if
[2] that helps.

[3] A: They are full-time employees, the
[4] vast majority of them.

[5] Q: Do they serve as art teachers
[6] full-time?

[7] A: To the best of my knowledge, yes.

[8] Q: So to the best of your knowledge,
[9] there are four art teachers, one for each
[10] school, and each of them are full-time?

[11] A: Yes.

[12] Q: Okay. Do you know how it was that
[13] Flansburgh, which was the fifth ranked firm,
[14] became involved in the interview process?

[15] A: Yes.

[16] Q: Can you tell me about that, please?

[17] A: My recollection is that when a
[18] determination was made on the number of
[19] architects to move forward, there was a concern
[20] because of the bullish and booming market that
[21] given the length of time it takes to conduct
[22] the interview, that some of the architectural
[23] firms may withdraw. And given the market,
[24] there was a concern that we should interview at

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[1] just puts them forward, and then they start at
[2] zero again, to my recollection.

[3] Q: Why is that?

[4] A: Just they move them forward. It's
[5] only a paper — a paper review, and some calls
[6] are made.

[7] Q: And are the —

[8] A: The interview process is very
[9] important to the Building Committee.

[10] Q: Are the School Building Committee
[11] members prohibited from returning to the
[12] rankings which were prepared when deciding who
[13] from the interviewees should be awarded the
[14] contract?

[15] A: I'm not aware of that, no.

[16] Q: But it's your testimony that you
[17] don't think they do look at those rankings?

[18] A: They do look at them. How they are
[19] weighed, I can't tell you. It's a vote. My
[20] recollection is that the individuals were
[21] allowed the opportunity to say whatever they
[22] would like, members of the committee, following
[23] the interview, recommendations, what have you.

[24] Q: But you can't recall anything that

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[1] was said by anybody with respect to Flansburgh;
[2] is that correct?
[3] A: Specifically, no. I just remember
[4] the comments were most favorable.
[5] Q: If you could look at Exhibit G to
[6] your affidavit, please?
[7] A: (Witness complies.)
[8] Q: And in Section 22 of Exhibit G,
[9] which is some pages in, the first page after
[10] the cover page for Section 2 is a presentation
[11] of Option A. Do you see that?
[12] A: Yes.
[13] Q: Now, Option A was an option that was
[14] presented by Flansburgh to the School Building
[15] Committee; is that correct?
[16] A: Yes.
[17] Q: And at the same time that Flansburgh
[18] presented Option A, they also presented an
[19] Option B and an Option C; is that correct?
[20] A: That's correct.
[21] Q: Did Flansburgh make any
[22] recommendation among those options to the
[23] School Building Committee?
[24] A: Flansburgh indicated, based on

[1] schools was consistent with what the Reading
[2] School Committee had indicated, through their
[3] meetings and discussions with the Enrollment
[4] Study Committee and what have you.
[5] Q: So if I can maybe summarize that,
[6] you don't recall Flansburgh making any direct
[7] recommendation; is that correct?
[8] A: No, I do not.
[9] Q: Of the three options presented by
[10] Flansburgh, Option A was not palatable to the
[11] School Building Committee because it would not
[12] receive reimbursement from the State SBA; is
[13] that correct?
[14] A: Yes.
[15] Q: And Option C was not palatable to
[16] the School Building Committee because it did
[17] not comply with the desire of the School
[18] Committee for equal-sized schools; is that
[19] correct?
[20] A: Say that one again? I was still
[21] looking at Option A.
[22] MR. BIERWIRTH: Sure. Actually,
[23] Carolyn, would you read it back?
[24] (Record read.)

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[1] conversations that both the Building Committee
[2] had had, and Flansburgh, with SBA, that
[3] Option A would not be a project that the State
[4] would reimburse.
[5] Q: And did Flansburgh make any comments
[6] with respect to Option C?
[7] A: My recollection is that on Options B
[8] and C, they were presented, and Flansburgh
[9] answered questions about all three options.
[10] And I don't recall specifically, though the
[11] minutes of the meetings may reflect it, but a
[12] conclusion was drawn based on input that the —
[13] or not input from — it may have, in fact, been
[14] input from the School Committee.
[15] But the School Committee had made it
[16] clear that if there was going to — School
[17] Committee made it clear before this process
[18] started that they would like to have, as close
[19] as possible, four equal-sized schools. And I
[20] don't remember Flansburgh indicating a
[21] recommendation, but, again, the minutes may
[22] reflect that. I don't recall.
[23] But I do know that any option that
[24] provided as close as possible equal-sized

[1] A: Well, my recollection is that is one
[2] of two parts. The second was — my
[3] understanding was Option C was more expensive
[4] than Option B, and I'm looking at that now.
[5] Q: Okay, let's take a look. Option B
[6] would have a total expense of \$15.5 million,
[7] whereas Option C would have a total expense of
[8] \$11.5 million; is that correct?
[9] A: My understanding is that Option C
[10] also includes the right side of the paper, too.
[11] Q: Which is the Barrows renovation, the
[12] Killam renovation, and the Eaton renovation?
[13] A: That's correct.
[14] Q: So it was your understanding when
[15] this feasibility study was presented to the
[16] School Building Committee that under Option B,
[17] the renovations to Killam and Eaton would not
[18] be necessary?
[19] A: No. If you — my recollection is
[20] that if you look at Option C and you look at
[21] the right side and you look at the column
[22] marked "minimum," there is a 6.1 number. That
[23] needs to be added to the 11.5, which includes a
[24] solution based on adding some space.

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[1] Q: And you're referring to Option B?
[2] A: Yeah. Option B refers to these two
[3] buildings with no additional space to the other
[4] buildings.
[5] Q: So Option B, as presented by
[6] Flansburgh to the School Building Committee,
[7] took care of the problem in such a way that
[8] there was no need for renovation to Killam or
[9] Eaton?
[10] A: No, that's incorrect. There would
[11] need to be renovations. There would need not
[12] to be additional space at those buildings. In
[13] meetings held with SBAB, they had indicated
[14] that the footprint of the Killam School could
[15] not be expanded, not within the confines of its
[16] design if we wanted to do something, but that
[17] the school, given its parcel of land, had
[18] pretty much expanded the footprint as large as
[19] SBA would allow.
[20] Q: So Option C would have been a
[21] solution that included the costs for Killam and
[22] Eaton, whereas Option B is a solution that does
[23] not include the costs for Killam and Eaton,
[24] which nevertheless would have had to have been

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[1] that the column marked "minimum," which is 6.1
[2] million would be added to the 11.5 to solve a
[3] K-5 enrollment issue.
[4] And, again, that puts Option C
[5] slightly more expensive than Option B and
[6] creates at least one, if not several schools,
[7] significantly larger than the other schools.
[8] Q: So what Flansburgh did was present
[9] three options to the School Building Committee,
[10] two of which were inherently flawed; is that
[11] correct?
[12] A: Flansburgh was hired because the
[13] Enrollment Study Committee had gone as far as
[14] it could and had made recommendations. The
[15] recommendations of the Enrollment Study
[16] Committee were limited because they did not
[17] have the knowledge base to apply dollars and
[18] cents and architectural and SBA regulations.
[19] So it was the role of the School
[20] Building Committee, on the recommendation of
[21] the Reading School Committee, to take the
[22] Enrollment Study Report, hire an architectural
[23] firm to take the recommendations that appeared
[24] in the Enrollment Study Report — which these

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[1] incurred by the Town; is that correct?
[2] A: That's incorrect.
[3] Q: Tell me why that's incorrect.
[4] A: Eaton does not need any renovations.
[5] It was done in '93/'94.
[6] Q: So why is Eaton included in Option
[7] C?
[8] A: There would have been some
[9] additional space added to the school.
[10] Q: Even though it wasn't necessary?
[11] A: No, to solve — to do a complete
[12] K-5, to solve the long-term enrollment issue.
[13] Q: And those renovations would not have
[14] been necessary if Option B was selected; is
[15] that what you are saying?
[16] A: At the Eaton School, yes.
[17] Q: Okay. So tell me what is your
[18] understanding of the total cost — and I don't
[19] mean to say the total cost to the Town of
[20] Reading — I mean to say the total cost of
[21] Option C?
[22] A: I have not seen these documents in a
[23] couple of years. I'll have to use a little bit
[24] of recollection here. But my recollection is

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[1] recommendations are — and to have an
[2] architectural firm cost out these. So, the
[3] recommendations that were brought forth are as
[4] much an attempt by the Building Committee to
[5] have a professional organization apply the
[6] recommendations of the Enrollment Study
[7] Committee to a report.
[8] Q: Under Option B —
[9] A: Uh-huh.
[10] Q: — any renovations to the Killam
[11] School are not included; is that right?
[12] A: Yes. Renovations, no. There is no
[13] expansion of space. The Killam School needs to
[14] be renovated, but the issue foremost in the
[15] eyes of the School Committee was to first
[16] create space and then renovate space.
[17] Q: And the renovation to the Killam
[18] School needs to take place regardless of the
[19] fact that it is not included in Option B?
[20] A: Yes.
[21] Q: Now, in Option B, you'll see the
[22] total amount for the Barrows School addition
[23] and renovation is 6.6 million and the total
[24] amount for the new school construction is 8.9

<div>Page 77</div> <div><p>[1] million, making a total of 15.5 million; is</p><p>[2] that correct?</p><p>[3] A: That's correct.</p><p>[4] Q: And that was the number that was</p><p>[5] presented by Flansburgh to the School Building</p><p>[6] Committee; is that correct?</p><p>[7] A: This document, as it shows, was</p><p>[8] presented to the School Building Committee.</p><p>[9] Q: And the School Building Committee</p><p>[10] voted to select Option B as the plan that it</p><p>[11] would put forward; is that correct?</p><p>[12] A: Yes.</p><p>[13] Q: And the School Building Committee</p><p>[14] put that plan forward to Town Meeting; is that</p><p>[15] correct?</p><p>[16] A: Yes.</p><p>[17] Q: And they did so with the project</p><p>[18] that they recommended having a total price tag</p><p>[19] of 15.5 million; is that correct?</p><p>[20] A: Yes, based on 10/1/98.</p><p>[21] Q: Right. And I should have said the</p><p>[22] Town Meeting vote in — was it December of</p><p>[23] 1998?</p><p>[24] A: Late fall, yes.</p></div>	<div>Page 79</div> <div><p>[1] '98, late fall of '98?</p><p>[2] MR. BIERWIRTH: Correct.</p><p>[3] A: I served as a resource to the</p><p>[4] Building Committee during its meeting with</p><p>[5] abutters and its four meetings with the</p><p>[6] elementary school parents.</p><p>[7] Q: Did you also serve as an advocate on</p><p>[8] behalf of Option B?</p><p>[9] A: Yes.</p><p>[10] Q: I'm going to show you a document I'm</p><p>[11] going to mark as the next exhibit.</p><p>[12] (Exhibit No. 5 was marked for</p><p>[13] identification.)</p><p>[14] BY MR. BIERWIRTH:</p><p>[15] Q: Do you see that document, sir?</p><p>[16] A: Yes.</p><p>[17] Q: Mr. Davidson was the Chair of the</p><p>[18] School Size Committee; is that —</p><p>[19] A: Co-Chair.</p><p>[20] Q: Who was the other Co-Chair?</p><p>[21] A: I believe Beth Kleipis, the Town</p><p>[22] Finance Director.</p><p>[23] Q: And you prepared this document for</p><p>[24] him?</p></div>
<div>Page 78</div> <div><p>[1] Q: Did the School Committee need to</p><p>[2] approve the recommendation of the School</p><p>[3] Building Committee?</p><p>[4] A: The School Committee needs to</p><p>[5] approve any recommendation for any work done on</p><p>[6] a school building before SBAB will allow it to</p><p>[7] be moved forward. The School Committee did</p><p>[8] take a vote that was not required by Town</p><p>[9] Charter supporting the project when it moved</p><p>[10] forward in the late fall of '98.</p><p>[11] Q: When you say, "moved forward," you</p><p>[12] mean moved forward from the School Building</p><p>[13] Committee to Town Meeting?</p><p>[14] A: That's correct.</p><p>[15] Q: Did the School Committee vote on the</p><p>[16] selection of Flansburgh for the feasibility</p><p>[17] study?</p><p>[18] A: No.</p><p>[19] Q: What was your role at this time?</p><p>[20] A: Which time?</p><p>[21] Q: During the time from when the School</p><p>[22] Building Committee voted to accept Option B up</p><p>[23] until the time of the Town Meeting.</p><p>[24] MR. BUSCONI: So in the fall of</p></div>	<div>Page 80</div> <div><p>[1] A: I prepared the document for the</p><p>[2] Enrollment Study Committee.</p><p>[3] Q: And what was the purpose of this</p><p>[4] document?</p><p>[5] A: I was asked by a member of the</p><p>[6] Enrollment Study Committee — or Subcommittee I</p><p>[7] don't recall. But I was asked by members of</p><p>[8] that committee to provide a document, to the</p><p>[9] best of my recollection or the best of my</p><p>[10] knowledge, in the late fall/December of '97, on</p><p>[11] what kind of staff would be needed to be added</p><p>[12] to a new school and what the approximate cost</p><p>[13] would be.</p><p>[14] Q: And that's what you did?</p><p>[15] A: Yes.</p><p>[16] Q: And that's what this document</p><p>[17] reflects?</p><p>[18] A: Yes.</p><p>[19] Q: And the total initial start-up costs</p><p>[20] are \$367,000; is that correct?</p><p>[21] A: Yeah, at that time.</p><p>[22] Q: And that was a compilation of</p><p>[23] salaries only, it seems; is that correct —</p><p>[24] A: Yes.</p></div>

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[1] Q: — for the various employees who are
[2] listed there, and it did not include any
[3] additional salary for teachers which may be
[4] necessary, as you say in your memorandum, due
[5] to re-districting and the opening of a new
[6] elementary school; is that accurate?

[7] A: Correct.

[8] Q: So that would be an additional cost
[9] event if those costs had to be incurred?

[10] A: There are certain speculations that
[11] were made here that need to be pointed out.
[12] This assumes that whatever we've done in the
[13] past we're going to do in the future, which
[14] means that we have one principal per building,
[15] we have one secretary full-time at each
[16] building, we have one full-time school
[17] psychologist, one full-time speech teacher,
[18] etc. This was based on doing what we have been
[19] doing in the past, we will do in the future.

[20] Q: Is there some reason that those
[21] assumptions would not be accurate?

[22] A: There's always the possibility that
[23] financially, we can't have all of the things
[24] that we've had in the past in the future.

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[1] Q: But this was your best estimate at
[2] the time of the initial start-up costs.

[3] A: Yes.

[4] Q: I'm going to show you another
[5] document here.

[6] (Exhibit No. 6 was marked for
[7] identification.)

[8] BY MR. BIERWIRTH:

[9] Q: I'm going to draw your attention to
[10] the first paragraph of the document, sir.

[11] A: (Reviewing document.) Uh-huh.

[12] Q: And this is a cover letter from Sid
[13] Bowen, B-O-W-E-N, at Flansburgh & Associates
[14] directed to you dated October 14, 1998. It's a
[15] cover letter where he says that he's enclosing
[16] copies of the proposed contract, and he says
[17] that what he's done in putting together the
[18] contract is taken out from the scope of
[19] services in the RFP the traffic analysis. And
[20] he says that there's simply not enough money to
[21] undertake full traffic studies at the sites
[22] under consideration.

[23] Do you recall receiving this letter?

[24] A: I don't recall, but, yes, I receive

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[1] a lot of letters from Mr. Flansburgh, and I do
[2] seem to recall this one.

[3] Q: Do you remember having any
[4] conversation with him about the substance of
[5] this letter; namely, taking out the traffic
[6] analysis?

[7] A: I don't recall.

[8] Q: Now, you stated earlier that the
[9] School Building Committee was the awarding
[10] authority here and that its Chairman — was it
[11] Russell Graham? Is that his name?

[12] A: Yes.

[13] Q: — was, obviously, involved in the
[14] work that had to be done on the feasibility
[15] study. Do you know of any reason why Mr. Bowen
[16] directed this letter to your attention?

[17] A: Virtually everything that goes
[18] through the Reading School Committee, Building
[19] Committee — because the Building Committee
[20] does not have an office of any type — relative
[21] to the schools, we provide some logistical
[22] support for the Building Committee. And my
[23] suspicion is that Mr. Bowen wanted to make sure
[24] that it got to the Building Committee.

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[1] Q: So, again, it's simply a matter of
[2] convenience in administration that Mr. Bowen
[3] directs his letters which are intended for the
[4] client, the School Building Committee, to you
[5] personally?

[6] A: Uh-huh.

[7] Q: You have to answer "yes" or "no" for
[8] the record.

[9] A: Oh, yes.

[10] Q: Do you recall having any input as to
[11] whether or not the traffic analysis would be
[12] included in the contract as something that
[13] Flansburgh needed to perform under the
[14] feasibility study?

[15] A: There was a conversation — I don't
[16] remember with who. Mr. Bowen was present, but
[17] I don't remember if it was just the Chairman
[18] and myself, or if it was at a meeting, or
[19] what-have-you — where a question was raised
[20] by, I believe, Mr. Graham, relative to a
[21] traffic study, because people were very
[22] concerned about the area up there, which is a
[23] highly traveled road with no sidewalks, and
[24] also the congestion and what have you, lights.

<p style="text-align: right;">Page 85</p> <p>[1] And I remember Mr. Bowen indicating</p> <p>[2] that whatever group they used within the</p> <p>[3] architectural firm had indicated to them that</p> <p>[4] there was adequate flow of traffic; and that</p> <p>[5] since SBAB does not reimburse for work done off</p> <p>[6] the site, sidewalk, streets, anything like</p> <p>[7] that, that, you know, they felt that the study</p> <p>[8] covered the school department, which was that</p> <p>[9] the flow was fine. It's a small school.</p> <p>[10] Q: And any work that would have to be</p> <p>[11] performed at the site would be the burden of</p> <p>[12] the Town of Reading; is that correct?</p> <p>[13] A: Yes.</p> <p>[14] Q: Do you have right now an estimate as</p> <p>[15] to the cost of such work that would be required</p> <p>[16] to make it a safe school building in that</p> <p>[17] neighborhood —</p> <p>[18] A: No.</p> <p>[19] Q: — with regards to traffic?</p> <p>[20] A: I have no knowledge.</p> <p>[21] Q: But, again, you believe that</p> <p>[22] Mr. Bowen had consulted with a traffic engineer</p> <p>[23] or a traffic consultant prior to the School</p> <p>[24] Building Committee electing Option B as its</p>	<p style="text-align: right;">Page 87</p> <p>[1] were under my direction.</p> <p>[2] Q: The pages — I believe they were 6</p> <p>[3] and 7 — that you said were not created under</p> <p>[4] your direction, who created those documents?</p> <p>[5] A: School Building Committee.</p> <p>[6] Q: And what was the purpose for</p> <p>[7] creating this 10-page document?</p> <p>[8] A: I believe it was created as an</p> <p>[9] information sheet for Town Meeting.</p> <p>[10] Q: Who presented it to Town Meeting?</p> <p>[11] A: Members of the School Building</p> <p>[12] Committee.</p> <p>[13] Q: If you could turn to page 6 of the</p> <p>[14] document, sir.</p> <p>[15] A: (Witness complies.)</p> <p>[16] Q: You'll see that page 6 of the</p> <p>[17] document is a graph representing the enrollment</p> <p>[18] in K through 5 in the Town of Reading for</p> <p>[19] certain school years; is that correct?</p> <p>[20] A: Yes.</p> <p>[21] Q: And this document, prepared, as it</p> <p>[22] was, in the fall of 1998, has actual numbers up</p> <p>[23] to enrollment in September 1998 and projections</p> <p>[24] for enrollments thereafter; is that correct?</p>
<p style="text-align: right;">Page 86</p> <p>[1] choice?</p> <p>[2] A: No, I don't know that. I know that</p> <p>[3] before the project went to Town Meeting in '98,</p> <p>[4] that that information I just shared, was shared</p> <p>[5] with me and members — at least the Chairman of</p> <p>[6] the Building Committee.</p> <p>[7] Q: All right. I'm going to show you</p> <p>[8] another document we can get marked.</p> <p>[9] (Exhibit No. 7 was marked for</p> <p>[10] identification.)</p> <p>[11] BY MR. BIERWIRTH:</p> <p>[12] Q: Do you recognize that document, sir?</p> <p>[13] A: (Reviewing document.) Yes.</p> <p>[14] Q: And what is that document?</p> <p>[15] A: It is a timetable for new elementary</p> <p>[16] schools.</p> <p>[17] Q: Do you know who prepared that?</p> <p>[18] A: It was prepared under my direction</p> <p>[19] except for — let me do the pages. Page 1 was</p> <p>[20] done under my direction, page 2 was done under</p> <p>[21] my direction, page 3 was under my direction, 4</p> <p>[22] was done under my direction, 5 was done under</p> <p>[23] my direction, page 6 was not, 7 was not, 8 I</p> <p>[24] believe was under my direction, and 9 and 10</p>	<p style="text-align: right;">Page 88</p> <p>[1] A: Yes.</p> <p>[2] Q: So that number that is indicated as</p> <p>[3] enrollment for the school year 1998/1999 of</p> <p>[4] 2,047, that's an actual number?</p> <p>[5] A: I didn't prepare this document.</p> <p>[6] Q: Do you know if that is the actual</p> <p>[7] number?</p> <p>[8] A: Without having my enrollment, I</p> <p>[9] can't tell you, but I believe that number to be</p> <p>[10] accurate.</p> <p>[11] Q: Let me show you another document.</p> <p>[12] MR. BIERWIRTH: This is a</p> <p>[13] four-page exhibit.</p> <p>[14] (Exhibit No. 8 was marked for</p> <p>[15] identification.)</p> <p>[16] BY MR. BIERWIRTH:</p> <p>[17] Q: You'll see on the second page of</p> <p>[18] that exhibit, sir —</p> <p>[19] A: (Reviewing document.) Uh-huh.</p> <p>[20] Q: — near the bottom left-hand corner</p> <p>[21] there's a chart which indicates that the</p> <p>[22] elementary schools have an enrollment as of</p> <p>[23] October 1, 1998, of 2,040 students. Do you see</p> <p>[24] that?</p>

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[1] A: Uh-huh.
[2] Q: First let me ask you, do you
[3] recognize that exhibit, or the pages to that
[4] exhibit, more accurately said?
[5] A: They look familiar.
[6] Q: Do you know where they are from?
[7] A: They are similar to documents that I
[8] produce.
[9] Q: Why do you say that they are similar
[10] to documents that you produce?
[11] A: Other than page 1, all of the other
[12] pages are undated. And page 1 is a year after
[13] this projected enrollment.
[14] Q: That's correct, sir. And you
[15] believe that the documents that you produce
[16] would be dated; is that your point?
[17] A: No. Generally, my documents, if
[18] undated, are attached to a cover page, or a
[19] distribution is done.
[20] Q: Do you know what these pages are
[21] part of? Let me ask it that way.
[22] A: They are our October — it appears
[23] to be our October 1 enrollment for a given
[24] year.

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[1] Q: Are these documents included as part
[2] of a budget package that you prepare or another
[3] larger document that you prepare?
[4] A: No. These are single, standalone
[5] documents.
[6] Q: All right. Let me ask it this way,
[7] then: Are they included in budget documents or
[8] budget packages that the Town prepares based
[9] upon submissions from various departments
[10] within the Town, to your knowledge?
[11] A: The portion above "current
[12] enrollment" compared with the prior years?
[13] Q: Yes.
[14] A: Yes. The portion below, I don't —
[15] it appears in a very different format.
[16] Q: Drawing your attention back to the
[17] number 2,040, do you see it there?
[18] A: Yes.
[19] Q: Is that an accurate — strike that.
[20] Is 2,040 the enrollment number for
[21] October 1, 1998, for K through 5 in the Town of
[22] Reading?
[23] A: You're asking me if the enrollment
[24] on October 1, 1998, K through 5 was 2,040?

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[1] Q: Yes.
[2] A: From this document, I would say yes.
[3] Q: Do you know that of your own
[4] personal knowledge?
[5] A: Without checking my files, I do not.
[6] Q: Do you know of any reason why that
[7] would be inaccurate?
[8] A: No.
[9] Q: Turning back to Exhibit 7, if you
[10] would?
[11] A: (Witness complies.)
[12] Q: If this chart which was prepared by
[13] the School Building Committee for presentation
[14] at Town Meeting is accurate, that number of
[15] 2,047 is a decrease in enrollment from the
[16] prior year; is that correct?
[17] A: Yes. According to this chart, yes.
[18] Q: Do you know of any circumstances
[19] that would explain that?
[20] A: The Reading School Committee made a
[21] change in the date for kindergarten entrance,
[22] which only allowed, for one year, eight months
[23] of students to enter the school district,
[24] instead of the normal 12, and my understanding

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[1] is — if my recollection is correct — that
[2] that is what contributed to that dip.
[3] Q: That would be in the academic year
[4] '98/'99?
[5] A: I believe that was the impact year.
[6] The decision was made years earlier, but my
[7] recollection is it was in the fall of '98 that
[8] instead of having your normal 12 months of
[9] births, whatever the period was, because of one
[10] year, a change, the School Committee only had
[11] eight months of kindergarteners born five years
[12] earlier.
[13] Q: And that's because the kindergarten
[14] enrollment deadline was changed from a birth
[15] date of December 31 to August 31?
[16] A: That's correct.
[17] Q: Do you know — well, actually, it
[18] says, just looking at this again. I was going
[19] to ask you if you knew what data the School
[20] Building Committee relied upon in making the
[21] projections which are depicted on this chart to
[22] the right of the academic year '98/'99, and it
[23] says above that it was based upon NESDEC. And
[24] you spoke of NESDEC earlier in this deposition;

<div>Page 93</div> <div>[1] is that correct? [2] A: That's correct, but you'll also [3] notice in the middle of the page to the right [4] it says, "current enrollment," which leads me [5] to believe it was not an October 1 date. [6] Q: You'll have to explain that to me, [7] sir. [8] A: Sure. These are official records, [9] this document, Exhibit 8. It indicates on [10] October 1st, 1998, there were 2,040 students. [11] This chart indicates to me that the creator of [12] this document used the number of students on [13] the particular day they created the chart. [14] Q: So perhaps in late fall of 1998 [15] there were 2,047 students? [16] A: That's correct. [17] Q: And that's what you're explaining [18] here? [19] A: Right. It says, "current [20] enrollment," not October 1, so my belief is [21] that it was on that particular day that this [22] document — whatever was done. [23] Q: I understand. The projections for [24] enrollment were based upon NESDEC figures; is</div>	<div>Page 95</div> <div>[1] in, according to this chart seems to indicate [2] that it would be somewhere around 2200 [3] students; is that correct? [4] A: As I see it. [5] Q: And I had asked you earlier in the [6] deposition, but I'll ask you again, do you know [7] what the current enrollment is in K through 5 [8] for this academic year that we are currently [9] in? [10] A: I do not have that specific number. [11] Again, I distributed a chart with that number [12] to the School Committee earlier this week. [13] Q: I'm just going to show you another [14] document quickly, sir, and I just have a single [15] question on it. [16] (Exhibit No. 9 was marked for [17] identification.) [18] MR. BIERWIRTH: Actually, that's a [19] lawyer's mistake. I have more than one [20] question on it. [21] Q: Let me ask you, have you seen that [22] document before? [23] A: (Reviewing document.) Yes. [24] Q: Do you know how this document was</div>
<div>Page 94</div> <div>[1] that right? [2] A: That's right, I assume based on what [3] the creator has indicated under the word [4] "future." [5] Q: If you could turn now to page 1 of [6] Exhibit 8. [7] A: (Witness complies.) Yes. [8] Q: You'll see that this document [9] indicates that the enrollment as of October 1, [10] 1999, for the Reading Elementary Schools is [11] 1,980. Do you see that, sir? [12] A: Yes. [13] Q: Whereas, the projected number in [14] Exhibit 7, if you could look at that side by [15] side, sir, on page 6? [16] A: (Reviewing documents.) [17] Q: And the point on the graph that [18] indicates the projected enrollment for academic [19] year '99/2000 does not indicate a projection of [20] enrollment that comports with the actual [21] enrollment of 1,980; is that correct, sir? [22] A: That's what I see. [23] Q: And the projected enrollment for the [24] academic year 2000/2001, which we are currently</div>	<div>Page 96</div> <div>[1] distributed to parents and guardians? [2] A: My understanding is it was sent home [3] via the students. [4] Q: At each of the elementary schools in [5] the Town of Reading? [6] A: That's my understanding, yes. [7] Q: The document references in the [8] second paragraph the Special Town Meeting that [9] has been scheduled for December 7, 1998, and in [10] the last sentence of that paragraph states that [11] "Your support is urgently needed to make these [12] plans a reality." [13] Further on, it indicates that the [14] Reading School Building Committee will be [15] holding four information sessions or meetings, [16] and it indicates that you will be in attendance [17] at each of those. Do you know if you did [18] attend each of those four meetings? [19] A: I did. [20] Q: And at those meetings you advocated [21] on behalf of Option B as selected by the School [22] Building Committee; is that right? [23] A: As determined by the Reading School [24] Committee.</div>

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[1] Q: I'm sorry, can you explain that for
[2] me?
[3] A: The School Committee thought Option
[4] B was the right option, so as the chief agent
[5] of the School Committee moving forward, I
[6] advocated for Option B.
[7] Q: Okay. As did the Chairman of the
[8] Reading School Building Committee, Mr. Graham?
[9] A: Yes.
[10] Q: And it says that representatives
[11] from Flansburgh would also be at the meeting.
[12] Do you know if Mr. Bowen or some surrogate of
[13] his was at each of those meetings?
[14] A: My recollection is yes.
[15] Q: I'm going to show you another
[16] document quickly.
[17] (Exhibit No. 10 was marked for
[18] identification.)
[19] BY MR. BIERWIRTH:
[20] Q: And, again, sir, you're welcome
[21] to — but I don't think you need to — read the
[22] whole document in detail. I just have some
[23] questions about it.
[24] A: (Reviewing document.) All right.

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[1] Q: You'll see on the bottom there, sir,
[2] that in brackets it says, "For submission to
[3] the Birch Meadow PTO newsletter on October 29,
[4] 1998."
[5] Do you know if this letter from
[6] Mr. Struble of the Reading School Building
[7] Committee was, indeed, part of the Birch Meadow
[8] PTO newsletter?
[9] A: To the best of my knowledge, I guess
[10] it was.
[11] Q: Do you know if similar letters were
[12] sent out as part of PTO newsletters in the fall
[13] of 1998 prior to the Town Meeting?
[14] A: I don't know that for sure.
[15] Q: Do you know what other efforts were
[16] made by either members of the School Building
[17] Committee, your department, or the School
[18] Committee, to educate and to advocate on behalf
[19] of Option B? And, again, prior to the Town
[20] Meeting in December, 1998.
[21] A: Exhibit 7 —
[22] Q: Okay.
[23] A: — last two pages.
[24] Q: All right. Let's take a look at

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[1] that.
[2] A: It lists all meetings that were held
[3] leading up to Town Meeting in the fall of '98.
[4] Q: Okay. Now, in the last sentence in
[5] that document on page 10 of Exhibit 7 that you
[6] just referred to —
[7] A: Uh-huh.
[8] Q: — it says, "All meetings were
[9] public meetings and most were televised." I
[10] think you had indicated earlier that this page
[11] 10 was one of the pages that was created at
[12] your direction; is that correct?
[13] A: Yes, pages 9 and 10, correct.
[14] Q: Just looking at the meetings which
[15] were held, starting with the joint SBCSC
[16] meeting of April 13, 1998, and continuing
[17] thereafter, how many of those meetings were
[18] televised, do you know?
[19] A: I do not know.
[20] Q: Do you have an estimate?
[21] A: I do not.
[22] Q: Is it the ordinary practice for
[23] joint School Committee and School Building
[24] Committee meetings to be televised?

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[1] A: The request is usually made.
[2] Q: Is it the ordinary practice for them
[3] to be televised?
[4] A: Joint meetings of the School
[5] Committee and the Building Committee?
[6] Q: Yes.
[7] A: It doesn't happen that often, but
[8] generally speaking, when it does happen, we do
[9] make an attempt to get it televised.
[10] Q: When what happens?
[11] A: Joint meetings with the two boards.
[12] The only meetings, prior to the change of the
[13] Media One to RCPV, is there was an
[14] understanding in the Town of Reading that the
[15] only meetings that would be guaranteed to be
[16] televised are the ones that are regularly
[17] scheduled by the Reading School Committee,
[18] Selectmen, what have you. So a special request
[19] needs to be made for any joint meeting, or any
[20] other meeting.
[21] Q: Do you know if any of the meetings
[22] which are set forth on pages 9 and 10 from July
[23] 20, 1998, through to and including November 5,
[24] 1998, all of which have the description "SBC

<div>Page 101</div> <div>[1] meeting with architect to develop, review, and [2] approve all options," do you know if any of [3] those meetings were televised? [4] A: Which ones specifically, I do not. [5] Q: Do you know if any of them were? [6] A: I don't recall. I know that [7] meetings of the School Building Committee have [8] been televised, to my recollection. [9] MR. BIERWIRTH: Can we get this [10] marked, Carolyn. [11] (Exhibit No. 11 was marked for [12] identification.) [13] BY MR. BIERWIRTH: [14] Q: Do you recognize that document, sir? [15] A: (Reviewing document.) Everything to [16] the right of the arrows I do. I don't recall [17] the left-hand side. [18] Q: Do you know who created this [19] document, at least to the right of the bulletin [20] points? [21] A: Yeah, I believe I did. [22] Q: And for what purpose? [23] A: People were asking what the [24] timetable for the projects would be on</div>	<div>Page 103</div> <div>[1] yes. [2] Q: Well, just as a matter of fact, the [3] March 1, 2000 deadline for submission to the [4] SBAB of education plans and drawings was met by [5] the Town of Reading; is that correct? [6] A: That's correct. [7] Q: And that comported with your plan [8] for submission of those documents as of [9] November 30, 1998; is that correct? [10] A: Say that again, please? [11] Q: Sure. The submission which occurred [12] just this previous March, March 1, 2000 — [13] A: Yes. [14] Q: — comported with the plan that you [15] had in place with respect to the Barrows [16] Elementary School as of November 30, 1998? [17] A: Yes. [18] Q: Is the current plan to move forward [19] with construction of the new school and the [20] renovation and additions to the Barrows School [21] simultaneously? [22] A: No. [23] Q: What is the current plan vis-a-vis [24] those two aspects?</div>
<div>Page 102</div> <div>[1] 11/30/98, or whenever this document was [2] created, as going into Town Meeting. [3] Q: You'll see here at the top with [4] respect to the new elementary school — we'll [5] just follow the arrows — the proposed deadline [6] at that time for submission to the SBAB, [7] education plan and drawings, was March 1, [8] 1999 — [9] A: That's correct. [10] Q: — for the new elementary school; is [11] that correct? [12] A: That's correct. [13] Q: And below that, the timetable for [14] the Barrows Elementary School, the deadline for [15] submission to the SBAB of education plans and [16] drawings was a year later, March 1, 2000. Do [17] you see that? [18] A: That's correct. [19] Q: The March 1, 1999 deadline for the [20] new elementary school was not met? [21] A: That's correct. [22] Q: The March 1, 2000 deadline for the [23] Barrows Elementary School was met? [24] A: Based on this timetable on 11/30/98,</div>	<div>Page 104</div> <div>[1] A: My best recollection — the [2] timetable has changed several times because [3] this is the original, and there's been [4] several — many modifications. [5] The opening of the new school, or [6] the availability of taking over the new school, [7] should take place in the summer of 2002. In [8] the summer of 2001, based on my best [9] recollection, is that work would start on the [10] Barrows School based on the plan that is in [11] place now to build the new additions during the [12] course of the 2001/2002 school year; [13] re-district in the fall of 2002, which would [14] lower the population at the Barrows School, and [15] then begin the renovation in the inside of the [16] Barrows School in the summer of 2002 through [17] the spring of 2003. [18] Again, that's based on my [19] recollection. It has changed a number of [20] times. [21] Q: So your best testimony as to the [22] current plan is that there will be [23] groundbreaking at the Barrows School in the [24] summer of 2001?</div>

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[1] A: Yes.
[2] THE WITNESS: Can I take a short
[3] break?
[4] MR. BIERWIRTH: Sure.
[5] (Recess taken from 11:45 a.m. to
[6] 11:50 a.m.)
[7] (Exhibit No. 12 was marked for
[8] identification.)
[9] BY MR. BIERWIRTH:
[10] Q: Have you had a chance to read that,
[11] sir?
[12] A: (Reviewing document.) Yes.
[13] Q: This is a letter, again, from
[14] Mr. Bowen to you, and it refers to a
[15] conversation that you had with him. Do you
[16] recall that conversation?
[17] A: I do.
[18] Q: Was the content of the conversation
[19] essentially as set forth in Mr. Bowen's letter.
[20] A: Yes.
[21] Q: And he indicates in his letter that
[22] if the decisions of the Town Meeting were put
[23] to a referendum in early January, 1999, it was
[24] his opinion that, quote, "We would lose

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[1] finance director and bond counsel notified me
[2] that both projects had to be separate.
[3] Q: And once the projects are separated
[4] at the Town Meeting, it follows, does it not,
[5] that they would need to be voted upon
[6] separately if there was a Town Referendum vote;
[7] is that correct?
[8] A: I don't know that, on the
[9] referendum. I only know it on the ballot for
[10] the — because I asked the question because we
[11] were interested in both ways.
[12] Q: Is it your best memory that at the
[13] Town Referendum vote which was held in early
[14] January, 1999, there were two votes to be cast?
[15] A: That was my understanding.
[16] Q: Okay. And do you know why it was
[17] presented to Town Referendum that way?
[18] A: I do not.
[19] Q: Turning back to the letter, did you
[20] share Mr. Bowen's belief that the project would
[21] be harmed if the project was put to a Town
[22] Referendum vote in early January 1999?
[23] A: With who?
[24] Q: I'm sorry?

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[1] valuable time." Do you see that, sir?
[2] A: Yes.
[3] Q: And down below, in the last sentence
[4] in the second paragraph, he states Flansburgh's
[5] belief that the project would be harmed by the
[6] restrictive timetable inherent in such an
[7] outcome. Do you see that, sir?
[8] A: Yes.
[9] Q: Now, just putting this in context,
[10] this is December 15, 1998. This is after the
[11] Town Meeting has approved the Barrows
[12] renovation and addition, as well as
[13] construction of the new school; is that
[14] correct?
[15] A: I believe so.
[16] Q: Let me ask you: Why was the Barrows
[17] aspect of the project and the new school aspect
[18] of the project presented to Town Meeting as two
[19] separate votes?
[20] A: It has to be. The bond counsel will
[21] not allow two projects to be combined because
[22] if during the construction phase, one project
[23] had a problem, it's both projects, and would
[24] expose the Town to a greater liability. So the

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[1] A: Who did I share it with? You asked
[2] if I shared that information.
[3] Q: I asked if you shared his belief.
[4] A: With who?
[5] Q: Did you agree with his belief, is
[6] the point of my question, sir?
[7] A: I don't recall agreeing or
[8] disagreeing with it.
[9] Q: You didn't think about it one way or
[10] the other when you had this conversation with
[11] Mr. Bowen and when he wrote you this letter and
[12] you read it?
[13] A: My recollection is the conversation
[14] was around the concerns by both the Building —
[15] I know by the Reading School Committee, but I
[16] also believe by the School Committee, having to
[17] do with the second paragraph.
[18] Q: Can you explain that to me?
[19] A: Sure. The Reading School Committee
[20] made it a condition that any timetable for this
[21] project had to have adequate abutters' input
[22] into the project, which was demonstrated by
[23] meetings that we had held. So that I needed to
[24] get from Mr. Bowen information relevant to, um,

<div>Page 109</div> <div>[1] this was the first time this had happened on a [2] school building project since I came to [3] Reading. [4] Q: If I can interrupt you there for a [5] second. When you say, "it" you're meaning a [6] Town Referendum vote on approval of the [7] project? [8] A: Yes. [9] Q: Okay. Please continue. [10] A: It didn't happen on Coolidge or [11] Parker, and so there was concern because of the [12] March 1st deadline and moving back and the [13] June 1st deadline. If, also, my recollection [14] is correct, this was the first year that the [15] State established a March 1st deadline. It had [16] traditionally been a June 1st, but the State [17] had moved forward, and I believe it was this [18] year, in requiring a March 1st high water mark [19] and a June 1st. [20] Q: So the School Committee at least [21] shared Mr. Bowen's belief that the project [22] would be harmed by the restricted timetable [23] which was necessitated by the Town Referendum [24] vote and the inability to have a dialogue with</div>	<div>Page 111</div> <div>[1] A: I could not move one project forward [2] without the other project in early 1999. [3] Q: So it never came to pass that you [4] were faced with the crisis of a Town Referendum [5] vote in early 1999 and then a March 1 deadline [6] in 1999; is that correct? [7] A: That's correct. [8] Q: I'm going to show you another [9] document, sir. [10] (Exhibit No. 13 was marked for [11] identification.) [12] BY MR. BIERWIRTH: [13] Q: Do you recall receiving that [14] document, sir? [15] A: (Reviewing document.) Yes. [16] Q: You will see at the end of paragraph [17] 1 Mr. Bowen states that "In order to make the [18] SBA deadline of March 1, 1999, and the June [19] deadline, as well, it would be necessary to [20] have a complete topographical survey of the [21] site, as well as a preliminary geotechnical [22] investigation of the proposed site." [23] Do you know when the topographical [24] survey was performed?</div>
<div>Page 110</div> <div>[1] abutters during that restricted timetable; is [2] that correct? [3] A: I don't know if the School Committee [4] had that feeling. I do know that Mr. Bowen had [5] that feeling, and I articulated that through [6] this document, I believe, and I presented it to [7] both the School Committee and the Chairman of [8] the Building Committee. [9] Q: And do you recall any reaction from [10] either of those gentlemen? [11] A: Yes. [12] Q: What was their reaction? [13] A: I recall a conversation with at [14] least one member of the School Committee where [15] it needed to be made clear that adequate time [16] needed to be built in for the public. [17] Q: And how were you going to do that, [18] seeing as how the referendum vote did go [19] forward in early January 1999? [20] A: Would you say the question again, [21] please? [22] MR. BIERWIRTH: If you could, [23] Carolyn. [24] (Record read.)</div>	<div>Page 112</div> <div>[1] A: No. Specifically, no. [2] Q: Do you know when the preliminary [3] geotechnical investigation was performed? [4] A: Specifically, no, but I can tell you [5] it was between January and June of '99. [6] Q: January and June of 1999 for both of [7] those things? [8] A: Yes. [9] Q: Who performed the geotechnical [10] investigation between January and June of 1999? [11] A: I have no idea. [12] Q: Were these tests performed after the [13] results of the Town Referendum were known? [14] A: I believe so, yes. [15] Q: Did you provide authority for [16] Flansburgh & Associates to have the [17] topographical survey and geotechnical [18] investigation performed? [19] A: Yes. [20] Q: Under what authority did you [21] authorize that? [22] A: I'm not sure. I believe I went to [23] the School Committee. [24] Q: You believe there was a School</div>

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[1] Committee vote on those proposed expenditures?
[2] A: I believe so.
[3] Q: And that would have also occurred
[4] sometime between January and June of 1999?
[5] A: That's correct.
[6] Q: And at the time of that School
[7] Committee vote, was it already determined that
[8] neither aspect of the project would go forward
[9] in 1999?
[10] A: I don't know. Again, I don't know
[11] the date that the test was performed, I only
[12] know that we authorized it to take place.
[13] Q: Do you know if you paid the outfits
[14] that did the topographical survey and
[15] geotechnical investigation directly, or if you
[16] paid them through Flansburgh?
[17] A: I don't know.
[18] Q: When the Town Referendum vote
[19] occurred in early January 1999, the outcome was
[20] that the voters approved the Barrows renovation
[21] and addition but did not approve the new
[22] building; is that correct?
[23] A: That's my understanding.
[24] Q: Given that vote, why did the Town

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[1] the Town Meeting and Town Referendum vote. And
[2] it's your testimony that Mr. Anderson made
[3] clear that the SBA would not provide funding
[4] for the Barrows renovation as it was proposed
[5] by Flansburgh in Option B separately?
[6] A: As a standalone.
[7] Q: Mr. Anderson didn't say you could
[8] not move forward on your own without SBA
[9] funding; is that correct?
[10] A: He did.
[11] Q: He did. Why did he say that?
[12] A: He said the Town of Reading can do
[13] anything it wants with its own money.
[14] Q: So he did say that you could move
[15] forward with the Barrows renovation, it's just
[16] that your SBA funding was at risk?
[17] A: Sixty-six percent reimbursement.
[18] Q: Did you or the Chairman of the
[19] School Building Committee or the School
[20] Committee members who you say you had these
[21] meetings with, did you give any consideration
[22] to reworking the Barrows renovation and
[23] addition, the scope of that project, and
[24] beginning construction in 1999?

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[1] not move forward in calendar year 1999 with the
[2] Barrows renovation and addition?
[3] A: The Chairman of the Reading School
[4] Building Committee, myself, and at least one
[5] School Committee member — it may have been
[6] two, and which ones I don't recall — had many
[7] meetings with the Interim Director of SBAB, at
[8] the time, Jim Anderson. He had made it clear
[9] to all parties attending those meetings — and
[10] it happened at least once, but my recollection
[11] is it was more than once — that we could not
[12] move forward either project separately, but
[13] they needed to move forward together.
[14] Q: And when you say, "project," you're
[15] referring to — when you say each of the
[16] projects, you're referring to the projects as
[17] they were outlined in Option B presented by
[18] Flansburgh to the School Building Committee?
[19] A: The two schools were the new school
[20] at Dividence Road and the renovation and
[21] additions to the Barrows School.
[22] Q: Let's focus on the renovations and
[23] additions to the Barrows School, because those
[24] were the ones that you received approval from

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[1] A: No.
[2] Q: Did you give any consideration to
[3] reworking the scope of the Barrows project and
[4] submitting it to SBA?
[5] A: We were told not to.
[6] Q: So that's a yes, you did give some
[7] consideration to it?
[8] A: No, we gave no consideration,
[9] because we were told that we could not do
[10] either project separately unless we did it on
[11] our own. And I recall the Chairman of the
[12] Building Committee saying that we — you know,
[13] "We're not about to move these projects forward
[14] without SBAB reimbursement."
[15] Q: You had this conversation with
[16] Mr. Anderson where you raised the possibility
[17] of reworking the Barrows renovation and
[18] addition and then submitting it to SBA?
[19] A: No.
[20] Q: So his statement to you was that the
[21] proposal for the Barrows renovation, as put
[22] together by Flansburgh in the Option B, as a
[23] standalone should not be presented?
[24] A: There was no reworking of the

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[1] Barrows project —
[2] Q: Why is that?
[3] A: — that could be presented by
[4] itself, given the money that was approved, that
[5] would meet SBAB requirements of a K-5 town-wide
[6] solution.
[7] Q: So the problem was in the amount of
[8] money that was approved at the Town Meeting and
[9] the referendum?
[10] A: Yes.
[11] Q: Did you give any consideration to
[12] instructing Flansburgh to provide other options
[13] to the School Building Committee?
[14] A: It would not be my responsibility to
[15] do that.
[16] Q: Did any of these other gentlemen
[17] with whom you met give any consideration to
[18] that?
[19] A: I don't know. Not at that meeting.
[20] Q: Did you ever have any conversation
[21] with any representative from the School
[22] Building Committee where the topic of asking
[23] Flansburgh to submit additional options was
[24] discussed?

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[1] A: Within the parameters of the money
[2] approved?
[3] Q: In any way, any conversation
[4] relating to that topic at all.
[5] A: I'm not aware of any.
[6] Q: Did you ever have any conversation
[7] with any member of the School Building
[8] Committee relating to starting the process anew
[9] and requesting a new feasibility study?
[10] A: Could you say that again?
[11] Q: Sure. Did you ever have any
[12] conversation with any member of the School
[13] Building Committee relating to requesting a new
[14] feasibility study?
[15] A: No. It would not be my privy to do
[16] that.
[17] Q: To have a conversation with a member
[18] of the School Building Committee?
[19] A: The School Building Committee
[20] controls where it goes and things like that. I
[21] had no conversation. But it would, you know,
[22] not be my responsibility to do that.
[23] Q: Were you ever a member of the School
[24] Building Committee?

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[1] A: Yes, I was.
[2] Q: When was that?
[3] A: Well before these projects ever came
[4] forward, I believe.
[5] Q: When did you stop — I'm sorry, I
[6] interrupted you.
[7] A: I was on it a year, I believe a
[8] year.
[9] Q: When did you stop being a member of
[10] the School Building Committee?
[11] A: Exact dates I don't have. I think I
[12] was on the Building Committee somewhere between
[13] '96 and '97.
[14] Q: So you did not vote on the
[15] feasibility study that was awarded to
[16] Flansburgh?
[17] A: No.
[18] Q: Given that you did not give any
[19] consideration to moving forward with the
[20] Barrows project alone or starting anew with a
[21] new feasibility study, what work was performed
[22] in 1999 in furtherance of these two projects?
[23] A: The only work was Exhibit 13, the
[24] geotech and the topographical.

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[1] Q: Why did you feel it necessary to
[2] move forward with those?
[3] A: Again, I don't know the date that
[4] those were performed, but they were not time
[5] sensitive, so that if they were done then, they
[6] still could be used years later if the project
[7] moved forward. The ground wouldn't change. So
[8] my best recollection is that we did this, and
[9] we did it relatively quickly, in case it did
[10] pass. But, again, I don't have the date
[11] exactly of when that happened.
[12] Q: And this geotechnical survey, did it
[13] disclose the existence of ledge at the site?
[14] A: The geotechnical survey, to my
[15] knowledge, is a superficial. It's not borings.
[16] So it detected surface ledge, but the extent of
[17] that ledge can only be determined through
[18] borings, which were done much later.
[19] Q: Do you know when that was
[20] determined?
[21] A: The borings?
[22] Q: Right.
[23] A: This past spring. Late spring,
[24] early summer.

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[1] Q: So after the Town Meeting vote of
[2] December 1999 and the Town Referendum of
[3] January 2000; is that correct?
[4] A: My understanding is yes.
[5] Q: Is there some reason why it was not
[6] done beforehand?
[7] A: There was no money.
[8] Q: There was only sufficient money to
[9] do this geotechnical survey?
[10] A: No. The geotechnical survey and the
[11] topographical was taken from the School
[12] Committee's allocated budget.
[13] Q: From what portion, do you know?
[14] A: What account?
[15] Q: Yes.
[16] A: I believe maintenance, facilities.
[17] Q: And there wasn't an opportunity to
[18] do that to have a more in-depth geotechnical
[19] examination of the site?
[20] A: My understanding is those two items
[21] needed to be done for a submittal for
[22] March 1st. The borings don't need to be done
[23] for the March 1st or June 1st submittal.
[24] Q: They need to be done before

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[1] Q: And was it also assumed that if the
[2] new school was not approved by either Town
[3] Meeting or Town Referendum in that winter, that
[4] it would be resubmitted the following winter?
[5] A: No discussion was made about that
[6] that I'm aware of.
[7] Q: During 1999 was there consideration
[8] given to moving forward with peer review of the
[9] feasibility study?
[10] A: No, not by any conversations I had
[11] with Building Committee members, School
[12] Committee, or my office staff.
[13] Q: Why not?
[14] A: It was our understanding, after
[15] meeting with officials from SBAB, that we could
[16] not move one project forward without the other.
[17] That meant we had to have Town Meeting and Town
[18] approval of money to be authorized to spend on
[19] both projects because the State was looking for
[20] a total solution. So any work that was done on
[21] the project had to be done with both moving
[22] forward.
[23] Q: And in your mind, the peer review
[24] could only be done after approval of both

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[1] construction can commence?
[2] A: Determination of where the placement
[3] of the school would be.
[4] Q: So they need to be done before site
[5] plan review?
[6] A: By who?
[7] Q: Any site plan review.
[8] A: Yeah, I would — well, the
[9] determination of the site, because there is no
[10] agency, other than the Reading School
[11] Committee, that has authority to determine the
[12] location of the school.
[13] Q: How was it determined that the
[14] proposed project for the building of the new
[15] school would be resubmitted to Town Meeting?
[16] A: I don't believe that there was a
[17] specific moment that was determined. I think
[18] it was assumed that since one project went
[19] through, the other was close, and because we
[20] needed this, that there would be a re-submittal
[21] at the earliest possible time to do it.
[22] Q: Which was the following calendar
[23] year?
[24] A: Yes.

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[1] aspects of the project?
[2] A: A peer review would only be done if
[3] we were moving forward in the design phase,
[4] because the peer review is, in essence, a
[5] review of the feasibility study to move forward
[6] with the design, and if you don't have both
[7] schools approved, you're not moving forward on
[8] design.
[9] Q: Well, the peer review is a peer
[10] review of the feasibility study, is it not?
[11] A: It is moving forward as a basis for
[12] the design.
[13] Q: But you don't believe that it has
[14] any beneficial impact to the Town to have a
[15] peer of an architect review the proposed
[16] feasibility study before it is put to Town
[17] vote?
[18] MR. BUSCONI: I'm going to object
[19] to the form of the question. I think he's
[20] answered the reason in his mind why peer review
[21] wasn't taking place, because it was viewed as
[22] an entire project, rather than singularly.
[23] What you're asking for now is pure speculation
[24] on his part, and that's objectionable.

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[1] Q: You can go ahead and answer.
[2] A: I don't know what the question is.
[3] Q: Do you believe there would be any
[4] benefit to the Town to have the feasibility
[5] study peer reviewed prior to Town Meeting vote
[6] or Town Referendum vote on the project?
[7] A: There's no advantage.
[8] Q: Why is that?
[9] A: Since the project wasn't approved in
[10] a form that allowed the architect to continue
[11] to — the feasibility study for this project
[12] went on for two years. It did not end in the
[13] fall of '98. And so the feasibility study was
[14] a document, a working document, if you will,
[15] and so to have a review of a document that was
[16] still changing would have been premature, in my
[17] estimation.
[18] Q: So it was your understanding that
[19] Flansburgh continued to perform work for the
[20] Town, pursuant to its contract it perform the
[21] feasibility study, up until January 2000 when
[22] the Town Referendum vote approved all aspects
[23] of the project; is that correct?
[24] A: Yes.

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[1] Q: Why were you never able to get from
[2] a representative of the SBA a written statement
[3] to the effect that SBA would not provide
[4] reimbursement for the Barrows renovation and
[5] addition without the new school being involved
[6] in the proposal, as well?
[7] A: SBA's response was it was coming.
[8] Q: Really. Who told you that?
[9] A: Mr. Anderson.
[10] Q: When did he tell you that?
[11] A: Specifically, I don't remember, but
[12] in my conversations with him, to remind him, he
[13] said it was coming.
[14] Q: And you wrote him letters to try to
[15] get him to send you a written document?
[16] A: That's correct.
[17] Q: And you received no written
[18] response?
[19] A: I did not.
[20] Q: Did he ever give you an explanation
[21] as to why he never gave you a written response?
[22] A: He retired first.
[23] Q: Did Christine Lynch or anyone else
[24] at SBA ever give you any explanation as to why

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[1] there was no written response?
[2] A: No.
[3] Q: Let me direct your attention to
[4] Exhibit F of your affidavit, which was Exhibit
[5] 1 in this deposition.
[6] A: (Reviewing document.) Yes.
[7] Q: Do you see that, sir?
[8] A: Yes.
[9] Q: Now, I will show you another
[10] document, which is a letter from you.
[11] (Exhibit No. 14 was marked for
[12] identification.)
[13] BY MR. BIERWIRTH:
[14] Q: Do you recognize that, sir?
[15] A: (Reviewing document.) Yes. It's a
[16] memo to the Reading School Committee.
[17] MR. BUSCONI: Are you going to
[18] introduce that as an exhibit?
[19] MR. BIERWIRTH: It's been marked
[20] as Number 14.
[21] MR. BUSCONI: I'm sorry.
[22] BY MR. BIERWIRTH:
[23] Q: That's a letter from you to the
[24] Reading School Committee enclosing the form of

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[1] the contract, which has been referred to as the
[2] time and materials contract, which, in its
[3] signed form, is attached as Exhibit F to your
[4] affidavit; is that correct?
[5] A: Yes.
[6] Q: Now, why did you believe that this
[7] time and materials contract was necessary?
[8] A: We had to meet a submittal date of
[9] March 1st, and we had no contract, and the
[10] contract usually takes some time. And so this
[11] was a holdover contract, more or less piece
[12] work.
[13] Q: Is that ordinary practice?
[14] MR. BUSCONI: I object to this
[15] extent: Is it ordinary practice with respect
[16] to what?
[17] Q: Had you done this before?
[18] A: Not to my recollection.
[19] Q: This was the first time that you've
[20] recommended that the School Committee enter
[21] into a time and materials contract of this
[22] type?
[23] A: To the best of my knowledge, yes. I
[24] don't — I wasn't here for — actually, I don't

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[1] recall on Parker or on Coolidge.
[2] Q: Now, the work that was proposed to
[3] be performed by Flansburgh pursuant to this
[4] contract is work that would be required to be
[5] performed pursuant to the design services
[6] contract; is that correct?
[7] A: This was work to be performed to
[8] meet our March 1st date.
[9] Q: In the ordinary practice, the design
[10] services contract that you would enter into
[11] with an architect would include work that would
[12] be required to meet a March 1 deadline from the
[13] SBA; is that correct?
[14] A: That's correct.
[15] Q: In your affidavit you state in
[16] paragraph 35, which is on page 9 —
[17] A: Yes.
[18] Q: — that Flansburgh would be paid
[19] under the time and materials contract only if
[20] the designer services contract were ultimately
[21] awarded to Flansburgh. Do you see that?
[22] A: Yes.
[23] Q: Is that accurate?
[24] A: Yes.

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[1] A: That's correct.
[2] Q: Prior to the date that the design
[3] services contract was signed with Flansburgh,
[4] did the Town of Reading make any payment
[5] pursuant to this time and materials contract to
[6] Flansburgh?
[7] A: Yes.
[8] Q: In what amount?
[9] A: Approximately \$20,000.
[10] Q: And it was your understanding that
[11] if the design services contract was not signed
[12] with Flansburgh, that you would have been able
[13] to get that money back from Flansburgh?
[14] A: The payment should not have been
[15] made in — yes.
[16] Q: Tell me why the payment should not
[17] have been made.
[18] A: Because of the understanding that
[19] the work completed by Flansburgh would only be
[20] paid if we were successful in executing a
[21] design contract.
[22] Q: Was the payment made at your
[23] direction?
[24] A: I don't believe so.

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[1] Q: How did you come by that
[2] understanding?
[3] A: It's been assumed in the contracts
[4] that we've entered into.
[5] Q: Let's focus on this particular
[6] contract. Is that provision, to your
[7] understanding, contained within the text of the
[8] contract?
[9] A: My understanding is that it's
[10] implied.
[11] Q: Did you have any discussions with
[12] the School Committee so that they would know it
[13] was implied?
[14] A: No.
[15] Q: Did you have discussions with anyone
[16] from Flansburgh & Associates relating to that
[17] aspect of this contract prior to submitting the
[18] contract to the School Committee?
[19] A: Not to my recollection.
[20] Q: So it's your understanding, based
[21] upon these implied terms, that if Flansburgh
[22] did not get the contract for design services,
[23] that they would not have been entitled to
[24] payment under the time and materials contract?

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[1] Q: How was it made?
[2] A: The first invoice or first bill from
[3] Flansburgh came in sometime in the spring, and
[4] I had made the determination that no payments
[5] would be made, and I forwarded the invoice to
[6] one of my office people, and I did not direct
[7] her not to pay it. And so when you give one of
[8] my people an invoice, they pay it. So I take
[9] full responsibility for not clearly
[10] articulating and directing the individual that
[11] we were holding up on this.
[12] Q: Now, the invoice was submitted by
[13] Flansburgh. Did Flansburgh expect that it
[14] would be paid?
[15] A: Flansburgh had the same
[16] understanding that I did. It was implied in
[17] the time and materials and appears in my
[18] affidavit.
[19] Q: So it's your belief that when
[20] Flansburgh received this check for payment,
[21] they were surprised?
[22] A: My understanding is that no member
[23] of the accounting department at Flansburgh is
[24] surprised when a check comes in from the

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[1] Reading Public Schools. The understanding is
[2] between the architectural — the individual
[3] providing the services and the Town of Reading.
[4] I don't know if the accounting office knows at
[5] what point the contract is with the company.
[6] Q: Was the check returned?
[7] A: No.
[8] Q: So Flansburgh retained that payment;
[9] is that correct?
[10] A: Yes.
[11] Q: To this date?
[12] A: To the best of my knowledge, yes.
[13] Q: Now, this memorandum is dated
[14] February 3, 2000?
[15] A: Right.
[16] Q: At this point the Town of Reading
[17] intended to award the contract to Flansburgh
[18] for design services?
[19] A: The Town of Reading was in the
[20] process of working out a contract for design
[21] services.
[22] Q: Contract negotiations had already
[23] begun at this point?
[24] A: My understanding is yes.

[1] Following that, I shared that with
[2] Sid Bowen, who, in turn, said, "Have Town
[3] Counsel get a hold of me," and Town Counsel
[4] then took it over at that point, had
[5] conversations with different individuals, and
[6] by the end of February, we became aware that we
[7] needed to go out to bid on the design phase of
[8] the project.
[9] Q: I'm sorry, the receipt of the
[10] article that you received from Sid Bowen, you
[11] said that was shortly after — was it the Town
[12] Meeting or the Town Referendum vote?
[13] A: No. It was somewhere in late
[14] January, early February. Probably closer to
[15] early February.
[16] Q: I haven't seen that document
[17] produced. Bowen was involved in the Norwell
[18] case; is that right?
[19] A: I believe so.
[20] Q: And it's your testimony that the
[21] communication from Mr. Bowen to you was the
[22] first inkling that anyone associated with this
[23] project in the Town of Reading had that the
[24] design services contract needed to be

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[1] Q: Was there any thought at this point
[2] given to advertising for the design services
[3] contract?
[4] A: I'm not sure.
[5] Q: Do you know when that consideration
[6] first came into play?
[7] A: For advertising?
[8] Q: Yes.
[9] A: Late February.
[10] Q: And how was it raised as an idea?
[11] A: Through Town Counsel.
[12] Q: Did Town Counsel contact you?
[13] A: No, I contacted Town Counsel.
[14] Q: And why did you contact Town
[15] Counsel?
[16] A: Shortly after the project was
[17] approved by the voters, I received from Sid
[18] Bowen a document from Lawyers Weekly indicating
[19] that there was a decision relative to LeClair
[20] versus Norwell. I forwarded that document to
[21] Town Counsel, who reviewed it, and indicated
[22] that based on what I had given counsel and the
[23] summary judgment by the SJC, that it didn't
[24] affect Reading.

[1] separately advertised?
[2] A: Yes.
[3] Q: Now, under this time and materials
[4] contract, the school committee authorized
[5] certain work, and in your affidavit, you state
[6] that it was estimated that it would cost
[7] approximately \$5,000?
[8] A: Yes.
[9] Q: It exceeded that, did it not?
[10] A: Yes.
[11] Q: In fact, it went up to \$20,000,
[12] which you said was the amount of the payment
[13] that was made?
[14] A: Yes.
[15] Q: Now, at the time of the signing of
[16] the time and materials contract, the
[17] feasibility study had not yet been peer
[18] reviewed, correct?
[19] A: That's correct.
[20] Q: So Flansburgh & Associates was
[21] moving ahead with design work without their
[22] feasibility study having been subject to peer
[23] review; is that correct?
[24] A: Flansburgh moved forward with any

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[1] aspect relevant to a submittal date of
[2] March 1st without the peer review being
[3] completed.
[4] (Exhibit No. 15 was marked for
[5] identification.)

[6] BY MR. BIERWIRTH:

[7] Q: Did you prepare that document, sir?
[8] A: (Reviewing document.) It was
[9] prepared under my direction.

[10] Q: Did you receive any responses to
[11] this document prior to January 28, 2000?

[12] A: Specifically, I believe not.

[13] Q: And I want to clarify something in
[14] your affidavit. If you could look at Exhibit
[15] L, please?

[16] A: (Witness complies.) Yes.

[17] Q: It's a memorandum from Maureen
[18] Hanifan — she's in your office?

[19] A: Yes.

[20] Q: — to you dated February 1. It
[21] says, "Here's a list of the firms which I sent
[22] the RFR to." She's referring, is she not, to
[23] Exhibit 15, the RFR for the peer review; is
[24] that correct?

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[1] Q: If you could turn to Exhibit H,
[2] please?

[3] A: (Witness complies.)

[4] Q: Do you see the third paragraph
[5] there?

[6] A: Yes.

[7] Q: Did you have those discussions with
[8] Flansburgh that were recommended?

[9] A: Specifically to this letter, no.

[10] Q: Do you see in the final paragraph it
[11] says, "We believe that the recommendations
[12] offered by SMMA are reasonable, adequate, and
[13] appropriate."

[14] When you received this letter, did
[15] you make note of that reference to SMMA?

[16] A: Yes.

[17] Q: What did you do as a result of that?

[18] A: We followed up and asked them to
[19] send us one with the word processing corrected.

[20] Q: I'm sorry, with —

[21] A: With the word processing corrected.

[22] Q: Where is the word "processing"?

[23] A: This is a standard letter, and they
[24] apparently used it for a previous company and

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[1] A: Yes.

[2] Q: So it was after January 28, when you
[3] had not received any responses to this peer
[4] review RFR, that Ms. Hanifan sent the RFR to
[5] these firms; is that correct?

[6] A: My understanding is that these
[7] companies received copies of the peer review
[8] prior to the 28th.

[9] Q: Okay, fair enough. But none of them
[10] responded?

[11] A: No.

[12] Q: Okay. And the only response that
[13] you received was from TLCR; is that correct?

[14] A: They never responded. No one did.

[15] Q: TLCR, in fact, responded to a fax
[16] that you sent to them?

[17] A: They responded to a phone call.

[18] Q: Why did you call them?

[19] A: My understanding is my office called
[20] all — most or all of these companies asking if
[21] they would do it after we received no response.

[22] Q: And the cost of the peer review was
[23] \$2,500?

[24] A: I believe so, yes.

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[1] left the old company's name in there.

[2] Q: Oh, I was looking for the actual
[3] word, quote, "processing" in the document. But
[4] you're saying it's word processing; that this
[5] is a form letter that is on somebody's word
[6] processing system and they just pump it out?

[7] A: That's correct.

[8] Q: Okay. I'm going to show you this
[9] letter from the principle at TLCR.

[10] (Exhibit No. 16 was marked for
[11] identification.)

[12] BY MR. BIERWIRTH:

[13] Q: And, again, I can draw your
[14] attention to the point of my question, which
[15] will be on the second paragraph.

[16] A: (Reviewing document.)

[17] Q: Mr. Rozas says that "It should be
[18] clear it is not our intention to second guess
[19] the decisions already made." You agreed with
[20] that? Let me ask it a better way. You agreed
[21] that that was not within the scope of what you
[22] hired TLCR to do in a peer review?

[23] A: I have no knowledge base of what a
[24] peer review is. I only know that it's

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[1] something I have to do.
[2] **MR. BIERWIRTH:** Off the record for
[3] a second.
[4] (Discussion off the record.)
[5] **BY MR. BIERWIRTH:**
[6] **Q:** If you'll look at Exhibit I to your
[7] affidavit, please, sir.
[8] **A:** (Witness complies.)
[9] **Q:** Who wrote this RFQ?
[10] **A:** It was done under my direction.
[11] **Q:** Who actually put it together?
[12] **A:** A member of my staff, I believe.
[13] **Q:** Do you know who?
[14] **A:** Yes.
[15] **Q:** Who?
[16] **A:** Maureen Hanifan.
[17] **Q:** And what is her title?
[18] **A:** Administrative Assistant for
[19] Finance.
[20] **Q:** The language that is contained in
[21] paragraph 2 of the exhibit, do you see that,
[22] sir, paragraph 2 of the exhibit?
[23] **A:** Beginning with what word?
[24] **Q:** "The professional services."

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[1] **A:** Yes, I do.
[2] **Q:** Who wrote that paragraph?
[3] **A:** My understanding is portions, if not
[4] the entire section, is written by Town Counsel
[5] in conjunction with the Attorney General's
[6] Office.
[7] **Q:** And how did you come by that
[8] understanding?
[9] **A:** Following in late February Town
[10] Counsel's knowledge that the Norwell LeClair
[11] decision does have an effect on the design bid
[12] process for this project, I asked Town Counsel
[13] to secure/prepare an implementation and use
[14] whatever resources necessary to get me whatever
[15] I need to do to put this thing out.
[16] So Mrs. Hanifan worked directly with
[17] Town Counsel who, in turn, worked directly with
[18] the Attorney General's Office in putting this
[19] language together.
[20] **Q:** To your knowledge, did Mr. Cohen
[21] have contact with anyone in the Attorney
[22] General's Office directly?
[23] **A:** Yes, he did.
[24] **Q:** Do you know who?

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[1] **A:** An Assistant Attorney General that
[2] goes by the name of Chip Flaherty. My
[3] understanding is he's in the Municipal
[4] Division.
[5] **Q:** All right. And you believe
[6] Mr. Cohen had contact with Mr. Flaherty. Do
[7] you know if Ms. Hanifan also had contact with
[8] Mr. Flaherty?
[9] **A:** Not Mr. Flaherty, but another member
[10] of his staff.
[11] **Q:** Ms. Hanifan had contact with another
[12] member of Mr. Flaherty's staff?
[13] **A:** Attorney General's staff.
[14] **Q:** And when you say, "contact," did
[15] anyone from the Attorney General's Office see
[16] the actual language that is contained in this
[17] RFQ before it was published?
[18] **A:** It's my understanding that the
[19] information that was sent to us that appears
[20] here was obtained by Town Counsel through the
[21] Attorney General's Office.
[22] **Q:** So do you believe that someone from
[23] the Attorney General's Office drafted the
[24] language that is contained in paragraph 2 here?

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[1] **A:** I think they participated, at least
[2] to some extent, in the development of this
[3] language.
[4] **Q:** But you don't know whether or not
[5] they saw the actual language that was used
[6] prior to its publication?
[7] **A:** No.
[8] **Q:** Who would know that?
[9] **A:** Ted Cohen.
[10] **Q:** Now, once this RFQ was published,
[11] how many firms responded?
[12] **A:** In what form?
[13] **Q:** In any form.
[14] **A:** We had three or four firms respond
[15] to the pre-bidders conference.
[16] **Q:** When you say they responded to it,
[17] does that mean they sent a representative?
[18] **A:** Yes.
[19] **Q:** Did you keep a list of those three
[20] or four firms?
[21] **A:** I thought we did.
[22] **Q:** I've not seen it. Do you know where
[23] it is currently located?
[24] **A:** We have no list.

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[1] Q: Who attended the pre-bid conference
[2] on behalf of the Town?
[3] A: Myself and Marine Hanifan.
[4] Q: Do you recall which architectural
[5] firms were represented?
[6] A: I knew two of the three or four
[7] companies that were there. Design Partnership,
[8] Mt. Vernon Group, and there was at least one
[9] other architectural firm there.
[10] Q: Now, Mt. Vernon Group is the outfit
[11] where the principle is Mr. Tedesco who
[12] submitted an affidavit?
[13] A: That's correct.
[14] Q: But he himself did not attend?
[15] A: No.
[16] Q: Do you know who attended from his
[17] firm?
[18] A: Yes.
[19] Q: Who?
[20] A: Tim Kajusco (phonetic) I believe is
[21] his last name.
[22] Q: If you could perhaps spell that for
[23] the court reporter?
[24] A: Not a clue.

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[1] Q: Smart man.
[2] A: I know him as Tim K.
[3] Q: Okay, that's a start. What title
[4] did Tim hold at that firm, do you know?
[5] A: I don't know.
[6] Q: Is he a principle?
[7] A: I don't know.
[8] Q: You said Design Partnership of
[9] Cambridge was the other firm that responded?
[10] A: Yes.
[11] Q: Who did they send?
[12] A: Vinnie Pellegrini.
[13] Q: Do you know what title he holds?
[14] A: Specifically, no.
[15] Q: What was discussed at that pre-bid
[16] conference?
[17] A: I thanked everyone for coming,
[18] indicated we were going out to bid on design
[19] services, asked if all participants knew or
[20] understood of the Norwell decision, and I
[21] explained the Norwell decision and indicated
[22] that we were pleased with the work that
[23] Flansburgh had done, but that if any firm
[24] wanted to submit a proposal, we would be happy

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[1] to review it.
[2] Q: Why did you feel it necessary to
[3] raise the Norwell decision?
[4] A: Primarily because it was unusual
[5] for — in past practice — for school systems
[6] to go out for design services unless they were
[7] unhappy with the company that did the
[8] feasibility study.
[9] Q: And how do you come by that
[10] understanding, that it is "unusual"?
[11] A: Just based on my experience.
[12] Q: Your experience where?
[13] A: In Reading and in Beverly.
[14] Q: As far as you know, in Beverly on
[15] any of the projects that took place while you
[16] were employed by the Town of Beverly, it was
[17] the practice for the design firm that conducted
[18] the feasibility study to continue on without
[19] re-advertisement of the designer services
[20] contract?
[21] A: Between '91 and '95 when I was
[22] there, at least one feasibility study was done,
[23] and the Superintendent and the principle for
[24] the firm had a conversation relative to that

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[1] understanding.
[2] Q: And that was their belief, that the
[3] design services contract did not need to be
[4] separately advertised?
[5] A: Yes, if there was the ability to
[6] negotiate a successful design services contract
[7] with that company.
[8] Q: Did you ever have a conversation
[9] with Sid Bowen about his understanding of the
[10] need to advertise separately the design
[11] services contract?
[12] A: Only after it was brought to my
[13] attention.
[14] Q: Did he tell you that the design
[15] services contract was never separately
[16] advertised in his experience?
[17] A: I don't recall a conversation
[18] relevant to that.
[19] Q: You said you did have a conversation
[20] with him about separate advertisement. What
[21] did he tell you in that conversation?
[22] A: I told him that based on the
[23] information I had now received from Town
[24] Counsel through the attorney — or from the

<div>Page 149</div> <div><p>[1] Attorney General through Town Counsel, that we</p><p>[2] had to go out to bid.</p><p>[3] Q: And he never provided you with his</p><p>[4] understanding of the usual practice?</p><p>[5] A: Prior to the Norwell decision?</p><p>[6] Q: At any time.</p><p>[7] A: No.</p><p>[8] Q: During your pre-bid conference, was</p><p>[9] there any discussion about whether the</p><p>[10] architectural firms that responded had</p><p>[11] sufficient time to prepare for the March 1</p><p>[12] deadline?</p><p>[13] A: That specifically was not discussed</p><p>[14] by either myself or any of the participants.</p><p>[15] Q: Did any of the other participants</p><p>[16] raise any objections or problems with the</p><p>[17] procedure as it had been followed by the Town</p><p>[18] of Reading?</p><p>[19] A: No.</p><p>[20] Q: Other than the pre-bid conference,</p><p>[21] was there any communication between the Town of</p><p>[22] Reading and any other prospective bidder with</p><p>[23] respect to this RFP for design services?</p><p>[24] A: I believe not, but those</p></div>	<div>Page 151</div> <div><p>[1] question. You can answer.</p><p>[2] Q: You can answer.</p><p>[3] A: Absolutely not.</p><p>[4] Q: Why not?</p><p>[5] A: We went through the process because</p><p>[6] we were attempting to see if — you know, we</p><p>[7] knew what we had. We needed to see if we could</p><p>[8] find someone who could do it better.</p><p>[9] Q: And how would you have known if</p><p>[10] someone, by their submission, could have done</p><p>[11] it better?</p><p>[12] MR. BUSCONI: I object to the</p><p>[13] question. You may answer, if you are able.</p><p>[14] A: I would use local people who serve</p><p>[15] on the Building Committee to help me, or School</p><p>[16] Committee, with expertise in that area.</p><p>[17] Q: And they would have reviewed the</p><p>[18] submissions with you?</p><p>[19] MR. BUSCONI: I object to the</p><p>[20] question.</p><p>[21] Q: Go ahead.</p><p>[22] A: There is a process that if we</p><p>[23] receive any architectural designs that we would</p><p>[24] use — it is very similar to the one that the</p></div>
<div>Page 150</div> <div><p>[1] communications would be directed to Maureen</p><p>[2] Hanifan and then to me.</p><p>[3] Q: And you don't recall any being</p><p>[4] brought to your attention?</p><p>[5] A: No, I do not.</p><p>[6] Q: Once you recommended that Flansburgh</p><p>[7] be awarded the design services contract and the</p><p>[8] School Committee voted on that and approved it,</p><p>[9] why was the contract with Flansburgh not</p><p>[10] immediately executed?</p><p>[11] A: The contract needed to be reviewed</p><p>[12] by Town Counsel.</p><p>[13] Q: Is that the only reason?</p><p>[14] A: Yes. The contract, once received by</p><p>[15] me, was forwarded to Town Counsel, and Town</p><p>[16] Counsel normally is the reviewing party of all</p><p>[17] contracts we sign. We forward all of our</p><p>[18] contracts to Town Counsel.</p><p>[19] Q: Is it your position that even if</p><p>[20] another design firm or design firms had</p><p>[21] responded to the request for the design</p><p>[22] services contract, that Flansburgh would have</p><p>[23] been awarded the design services contract?</p><p>[24] MR. BUSCONI: I object to the</p></div>	<div>Page 152</div> <div><p>[1] Building Committee uses — a subcommittee would</p><p>[2] have been put together, etc.</p><p>[3] Q: Is there anything about the work</p><p>[4] that had been performed to date by Flansburgh</p><p>[5] that gave you any doubt as to their ability to</p><p>[6] perform to your satisfaction on the design</p><p>[7] services contract?</p><p>[8] A: No.</p><p>[9] Q: If the Court issues an injunction in</p><p>[10] this case and requires the Town to advertise</p><p>[11] the design services contract separately, what</p><p>[12] impact will that have on the Town and its</p><p>[13] schools?</p><p>[14] MR. BUSCONI: I object to the</p><p>[15] question.</p><p>[16] Q: Go ahead.</p><p>[17] A: It will have the same impact that</p><p>[18] the delay had. Number one, it will cost the</p><p>[19] Town significantly. The number that has been</p><p>[20] placed out there is 1.5 million per year. Two,</p><p>[21] the enrollment continues to grow on the school</p><p>[22] system, and for the first time in my tenure, I</p><p>[23] no longer have room in the other elementary</p><p>[24] schools for elementary children, and they are</p></div>

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[1] now being bused and housed in a middle school.
[2] And that will just become exacerbated each year
[3] that goes by.
[4] Q: Is that it?
[5] A: Well, those are the two major
[6] issues. There are many other issues, but those
[7] are the two major focuses.
[8] Q: Now, the action taken by the SBA in
[9] response to your submission is to put the two
[10] school projects on a list; is that correct?
[11] A: Which submission?
[12] Q: Your June 1 submission.
[13] A: They have been placed on a list.
[14] Q: And what is your understanding of
[15] what that means?
[16] A: My understanding is that once a
[17] school district has a project on the list, that
[18] the history of SBAB is the school will be
[19] funded in five or less years, or the funding
[20] mechanism will kick in in five or less years
[21] for reimbursement to the Town.
[22] Q: And the reimbursement is scheduled
[23] to take place over the course of 20 years?
[24] A: Yes.

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[1] Q: So it's your understanding that
[2] within five years, the Town of Reading will
[3] receive reimbursement in the amount of
[4] one-twentieth of the total reimbursement
[5] annually; is that correct?
[6] A: Specifically, the one-twentieth I
[7] don't believe to be accurate. There is a
[8] sliding reimbursement, and my understanding is
[9] the bonds are pulled for 20 years, and in 15 or
[10] more years, the funding mechanism kicks in. So
[11] the exact one-twentieth, I don't know.
[12] Q: This \$1.5 million estimate that
[13] Mr. Bowen has provided and that you've
[14] mentioned today, that would be increased cost
[15] to the total project; is that correct?
[16] A: Yes — no. That would be only to
[17] the new school — well, no, it would be the
[18] estimate for both school projects, and it is
[19] only a number for this year. In other words,
[20] if the project was delayed, it's not 1 million
[21] each year, it's 1 million for this year.
[22] Q: 1.5 million?
[23] A: 1.5 for a one-year delay. It was
[24] 800,000 last year, so the inflationary rate

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[1] would have to be adjusted.
[2] Q: And would that \$1.5 million increase
[3] be reimbursable?
[4] A: Yes.
[5] Q: Now, if the project is completed,
[6] how many additional classrooms will be added?
[7] A: Specifically, I think it's, you
[8] know, somewhere around 18 or 19, but that
[9] includes art, music, and computer lab.
[10] Q: How many additional teaching
[11] classrooms, not specialty classrooms?
[12] A: To my recollection — again, I have
[13] these in my office, but I think it's somewhere
[14] around 15.
[15] Q: Fifteen?
[16] A: Uh-huh. Actually, it may be 17.
[17] It's — it's somewhere in there.
[18] Q: And does that include classrooms
[19] that would replace the portable classrooms that
[20] are currently in use?
[21] A: Yes.
[22] Q: Now, for those 15 additional
[23] classrooms that would be created, the Town of
[24] Reading would need to staff them with full-time

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[1] teachers; is that what you are saying?
[2] A: I believe your question was about
[3] the new school. You made no mention of the old
[4] school.
[5] Q: No, I was talking about the project
[6] as a whole, sir. For the project as a whole,
[7] what will be the net gain of teaching
[8] classrooms?
[9] A: Somewhere between 15 and 17. But on
[10] the Barrows project, there are six additional
[11] classrooms that are being added, and that would
[12] remove the four portable classrooms.
[13] Q: So let's look at the whole picture
[14] then.
[15] A: Okay.
[16] Q: The whole picture is the Barrows
[17] renovation and addition and the construction of
[18] the new school. What would be the net gain of
[19] teaching classrooms as a result of that
[20] project?
[21] A: Again, I think it's somewhere around
[22] 17, but I don't have a specific number in front
[23] of me. These designs have changed many times.
[24] Q: So those are 17 additional

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[1] classrooms that would need to be staffed with
[2] full-time teachers; is that correct?
[3] A: Existing teachers.
[4] Q: Why do you say "existing teachers"?
[5] A: We have advertised from the very
[6] beginning that the new space that would be
[7] created would be at about 90 to 92 percent —
[8] all our existing buildings would be 92 percent
[9] utilization and that most of the staffing in
[10] the classroom, regular classroom, would come
[11] from existing staff which are housed in
[12] unsuitable and not desirable teaching stations.
[13] Q: Okay. So when you answered my
[14] question as far as a net gain of classrooms,
[15] you interpreted it to mean an abolishing of
[16] what you see as unfit classrooms and
[17] replacement with what you see as fit
[18] classrooms. I'm talking about a net gain of
[19] teaching classrooms.
[20] There are a certain number of
[21] classrooms in the Town of Reading right now
[22] where elementary school teachers are teaching
[23] kids. I want to know how many additional
[24] classrooms there will be after this project is

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[1] completed?
[2] A: In the fall of 2002?
[3] Q: Whenever the project is completed,
[4] sir.
[5] A: I don't have that information with
[6] me.
[7] Q: So you don't know how many
[8] additional classrooms the Town stands to gain
[9] from pressing forward with this project?
[10] A: I do, but I don't have that
[11] information specifically in front of me.
[12] Q: Whatever the number is, would you
[13] agree with me that those additional classrooms
[14] will need to be staffed with teachers?
[15] A: Not all of them.
[16] Q: Why not?
[17] A: Because we're only going to be at
[18] 92 percent capacity when all fives schools are
[19] on-line and we open up, so there will be some
[20] rooms that will be empty.
[21] Q: At some point in time you anticipate
[22] that you will be at 100 percent capacity?
[23] A: Yes.
[24] Q: And when is that?

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[1] A: Again, I have those charts in my
[2] office, but I didn't bring them with me.
[3] Q: At that point will you agree with me
[4] that each of the additional classrooms will
[5] need to be staffed with teachers?
[6] A: Yes.
[7] Q: With new teachers?
[8] A: What do you mean by "new"?
[9] Q: Teachers that have not worked there
[10] before.
[11] A: Not necessarily.
[12] Q: Why is that?
[13] A: Again, we have space and we are —
[14] we have utilized space that is not recognized
[15] as classroom environment. Those teachers with
[16] the new space would then move into those
[17] classrooms. We do not have designated space
[18] for art and music, so some of the new space
[19] that we're creating, and then space would then
[20] become available in the four existing schools
[21] for art and music.
[22] Q: That's your explanation?
[23] MR. BUSCONI: Yes, that's his
[24] explanation.

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[1] MR. BIERWIRTH: Okay.
[2] MR. BUSCONI: We've got five more
[3] minute here, Joe.
[4] MR. BIERWIRTH: Okay.
[5] Q: Have payments been made to
[6] Flansburgh pursuant to the design services
[7] contract?
[8] A: As of today?
[9] Q: Yes.
[10] A: Yes.
[11] Q: How much?
[12] A: Over 400,000.
[13] Q: Is it your understanding that those
[14] payments are not recoverable by the Town, even
[15] if the plaintiffs in this case are successful
[16] and the contract is voided?
[17] MR. BUSCONI: I object to the form
[18] of the question.
[19] A: I would have to talk to counsel.
[20] Q: And until talking to counsel, you
[21] have no understanding of that?
[22] MR. BUSCONI: I object to the
[23] question. He's answered the question.
[24] A: There is some kind of language in

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[1] the contract. I'm not aware of it, or I'm not
[2] knowledgeable enough to be able to interpret it.
[3] Q: You make reference in your affidavit
[4] in paragraph 44 to deteriorating elementary
[5] school facilities. Can you explain that for
[6] me?
[7] A: Specifically, at the Barrows School
[8] and at the Killam School. These are schools
[9] that are 30 or more years without any major
[10] renovation to windows, lights, floors, boilers,
[11] roofs, etc., and we have deteriorating
[12] conditions throughout the school, leaks, poor
[13] lighting, poor ventilation, the floors, and the
[14] school system is reluctant to put a significant
[15] amount of money in that would not be
[16] reimbursable.
[17] Q: Was there a time in recent years
[18] when kindergarten students were bused from
[19] outside of the Barrows district into the
[20] Barrows district? Into the Barrows School, I
[21] should say?
[22] A: Say that again, please?
[23] Q: Sure. Was there a time in the past
[24] couple of years when kindergarten students from

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[1] A: I would say — I would guess between
[2] 50 and 100 students in any given year.
[3] Q: And are students no longer being
[4] bused to Barrows from outside of the district?
[5] A: That is correct.
[6] Q: And why did that change?
[7] A: Because Barrows needed the space for
[8] its own students.
[9] Q: So each seat that a bused-in student
[10] had previously occupied is now being occupied
[11] by a student from the Barrows district; is that
[12] correct?
[13] A: Well, there are district-wide
[14] special education programs which draw from
[15] other schools, but in the regular classroom
[16] area, yes, to the best of my knowledge.
[17] MR. BUSCONI: Joe, do you have a
[18] follow-up to this? Because otherwise, we
[19] should call it right here.
[20] MR. BIERWIRTH: No, it would be a
[21] new topic.
[22] MR. BUSCONI: All right. Why
[23] don't we call it right here. It's 1:15.
[24] MR. BIERWIRTH: We can put on the

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[1] outside of the Barrows district were bused to
[2] Barrows?
[3] A: Yes.
[4] Q: Why was that done?
[5] A: That was done because the Barrows
[6] School had — we had moved the portable
[7] classrooms over to the Barrows School because
[8] Barrows had the space, and it was our smallest
[9] school, and in an attempt not to overtax what
[10] has already been overtaxed core facilities in
[11] the other schools, we moved it to Barrows.
[12] Q: Where were they moved from?
[13] A: Some of them were moved from Killam,
[14] and at least one was purchased new.
[15] Q: And how many kindergarten students
[16] were bused to Barrows from outside of the
[17] Barrows district?
[18] A: It varied.
[19] Q: How many years did this occur?
[20] A: It occurred during my tenure, and my
[21] understanding is it occurred before my tenure.
[22] Q: Can you give me an estimate for any
[23] of the years as to how many students were
[24] affected by that busing?

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[1] record that we are suspending Dr. Harutunian's
[2] deposition at this time pursuant to the Court's
[3] order.
[4] MR. BUSCONI: And please note it's
[5] 1:15, please.
[6]
[7] (Whereupon the deposition was
[8] suspended at 1:15 p.m.)
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[1] CERTIFICATE
[2] I, HARRY K. HARUTUNIAN, Ph.D, do hereby
[3] certify that I have read the foregoing
[4] transcript of my testimony, and further certify
[5] that said transcript is a true and accurate
[6] record of said testimony (with the exception of
[7] the following corrections listed below)
[8] Page Line Correction
[9]
[10]
[11]
[12]
[13]
[14]
[15]
[16]
[17]
[18]
[19]
[20] HARRY K. HARUTUNIAN, Ph.D
[21] Sworn and subscribed to before me this
[22] _____ day of _____, 2000.
[23]
[24] Notary Public My commission expires:

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[1] CERTIFICATE
[2] Commonwealth of Massachusetts
[3] Barnstable, ss.
[4] I, Carolyn Haddox, Registered
[5] Professional Reporter and Notary Public in and
[6] for the Commonwealth of Massachusetts, do
[7] hereby certify that HARRY K. HARUTUNIAN, Ph.D,
[8] the witness whose deposition is hereinbefore
[9] set forth, was duly sworn by me and that such
[10] deposition is a true and accurate
[11] transcription, to the best of my ability, of
[12] the testimony given by the witness.
[13] I further certify that I am neither
[14] related to, nor employed by, any of the parties
[15] in or counsel to this action, nor am I
[16] financially interested in the outcome of this
[17] action.
[18] In witness whereof, I have hereunto set
[19] my hand and seal this 24th day of September,
[20] 2000.
[21]
[22]
[23] Notary Public
[24] My Commission expires: August 18, 2006

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Lawyer's Notes

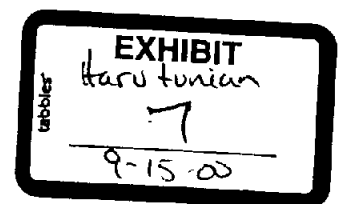
Time Table for the New Elementary School

(If approved by Town Meeting)

1

- | | |
|----------------------------|---|
| ■ December 7, 1998 | Town Meeting approves project |
| ■ December 10 - 15, 1998 | Peer review of architect |
| ■ December 20, 1998 | Pre-meeting with SBAB in Malden |
| ■ March 1, 1999 | Submit to SBAB education plan
and drawings |
| ■ June, 1999 | SBAB approves project |
| ■ August, 1999 | RFP put in newspapers |
| ■ October, 1999 | Break ground |
| ■ February, 2001 | Finishing work being done |
| ■ Summer, 2001 | Move equipment |
| ■ August / September, 2001 | Open School |

Note: All dates are estimates.



Time Table for the Barrows Elementary School

2

- | | |
|----------------------------|--|
| ■ March 1, 1999 | Submit to SBAB education plan and drawings |
| ■ June, 1999 | SBAB approves project |
| ■ July, 2000 | RFP put in newspapers |
| ■ October, 2000 | Break ground |
| ■ December, 2001 | Finishing work being done |
| ■ January / February, 2002 | Move equipment |
| ■ March / April, 2002 | Open school |

Note: All dates are estimates.

**NEW COSTS TO THE FY2003 BUDGET
STAFFING COSTS IN FALL, 2002
WITH FOUR / FIVE SCHOOLS**

3

Staffing	Four School Cost	FTE	Five School Cost	FTE
Principal	\$ -	0.0	\$ 70,000	1.0
Secretary	\$ -	0.0	\$ 22,000	1.0
Psychologist	\$ 35,000	1.0	\$ 35,000	1.0
Speech	\$ 21,000	0.6	\$ 21,000	0.6
Reading	\$ 35,000	1.0	\$ 35,000	1.0
Media/Librarian	\$ 35,000	1.0	\$ 35,000	1.0
Custodian	\$ 26,000	1.0	\$ 52,000	2.0
Nurse	\$ -	0.0	\$ 23,000	1.0
LD-Special Ed	\$ 52,500	1.5	\$ 52,500	1.5
Occupational Therapist	\$ 14,000	0.4	\$ 14,000	0.4
Physical Therapist	\$ 7,000	0.2	\$ 7,000	0.2
Teachers	\$ 100,000	3.0	\$ 100,000	3.0
Educational Assistant	\$ 50,000	4.0	\$ 50,000	4.0
Subtotal:	\$ 375,500	13.7	\$ 516,500	17.7

**BOTH 4 AND 5 SCHOOL COST MAINTAINS CLASS SIZE AT AN AVERAGE OF
23 STUDENTS**

**NEW COSTS TO THE FY2003 BUDGET
OPERATING COSTS IN FALL, 2002
WITH FOUR / FIVE SCHOOLS**

4

Operation	Additional Cost to District	
	Four School	Five School
Fuel	\$ -	\$ 28,000
Gas	\$ -	\$ 300
Electricity	\$ 5,000	\$ 21,500
Custodial / Maintenance Supplies	\$ 200	\$ 15,000
Water / Sewer	\$ 800	\$ 5,200
Busses	\$ -	\$ (60,000)
Textbooks and Other Materials	\$ 26,250	\$ 26,250
Subtotal:	\$ 32,250	\$ 36,250
Subtotal previous page:	\$ 375,500	\$ 516,500
Total Cost:	\$ 407,750	\$ 552,750
	Difference:	\$ 145,000

**BOTH 4 AND 5 SCHOOL COST MAINTAINS CLASS SIZE AT AN AVERAGE OF
23 STUDENTS**

APPROXIMATE NUMBER / COST FOR PORTABLE CLASSROOMS 2002-2006

5

(Maintaining class size at 23)

School Year	Enrollment	Regular Classrooms	Portable Classrooms	Number of New Portables In The Fall
2002	2,228	81	9	3
2003	2,259	81	10	1
2004	2,319	81	11	1
2005	2,339	81	12	1
2006	2,306	81	13	1
Total				7 - 11*

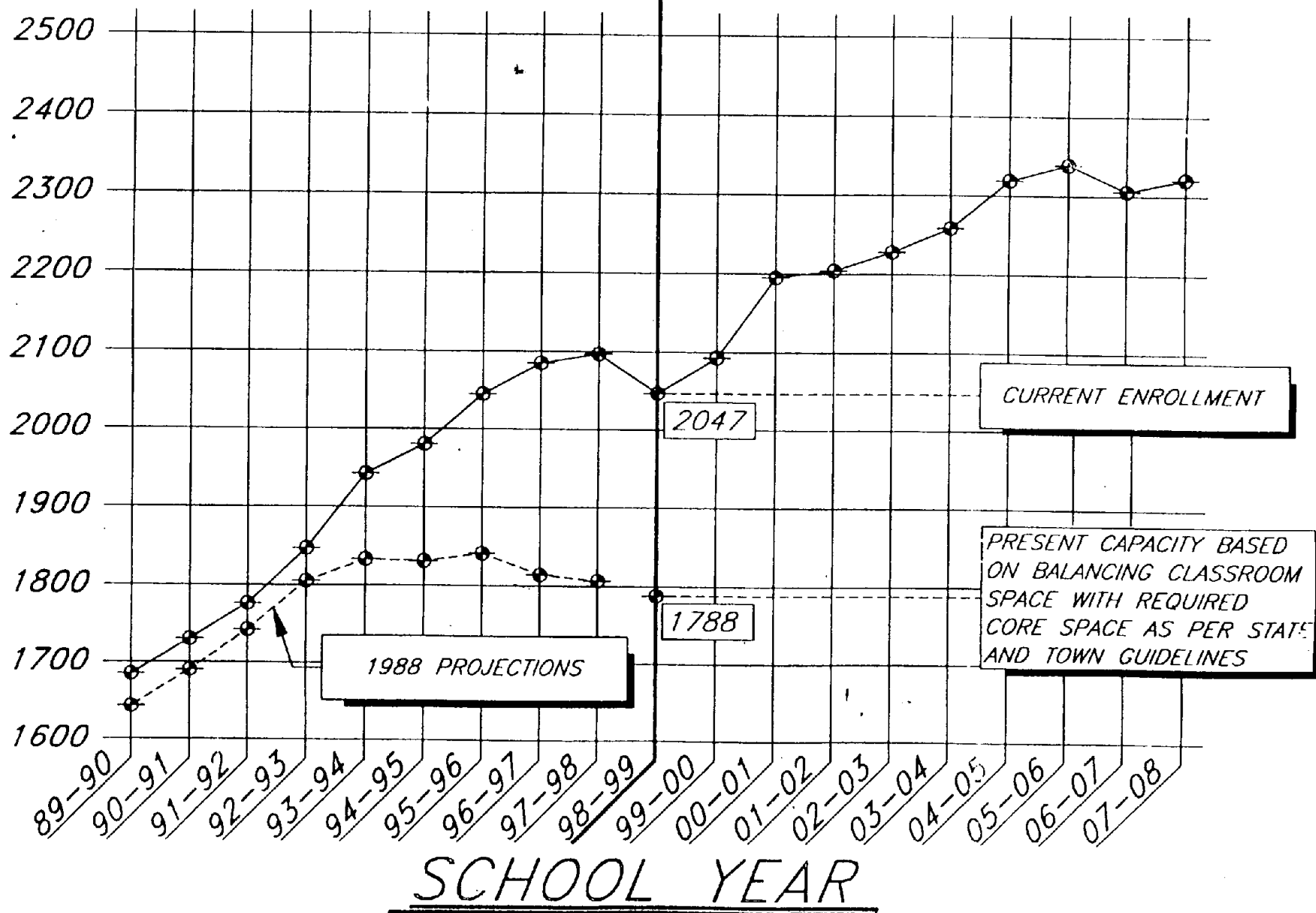
Does not include classrooms for Art and Music.

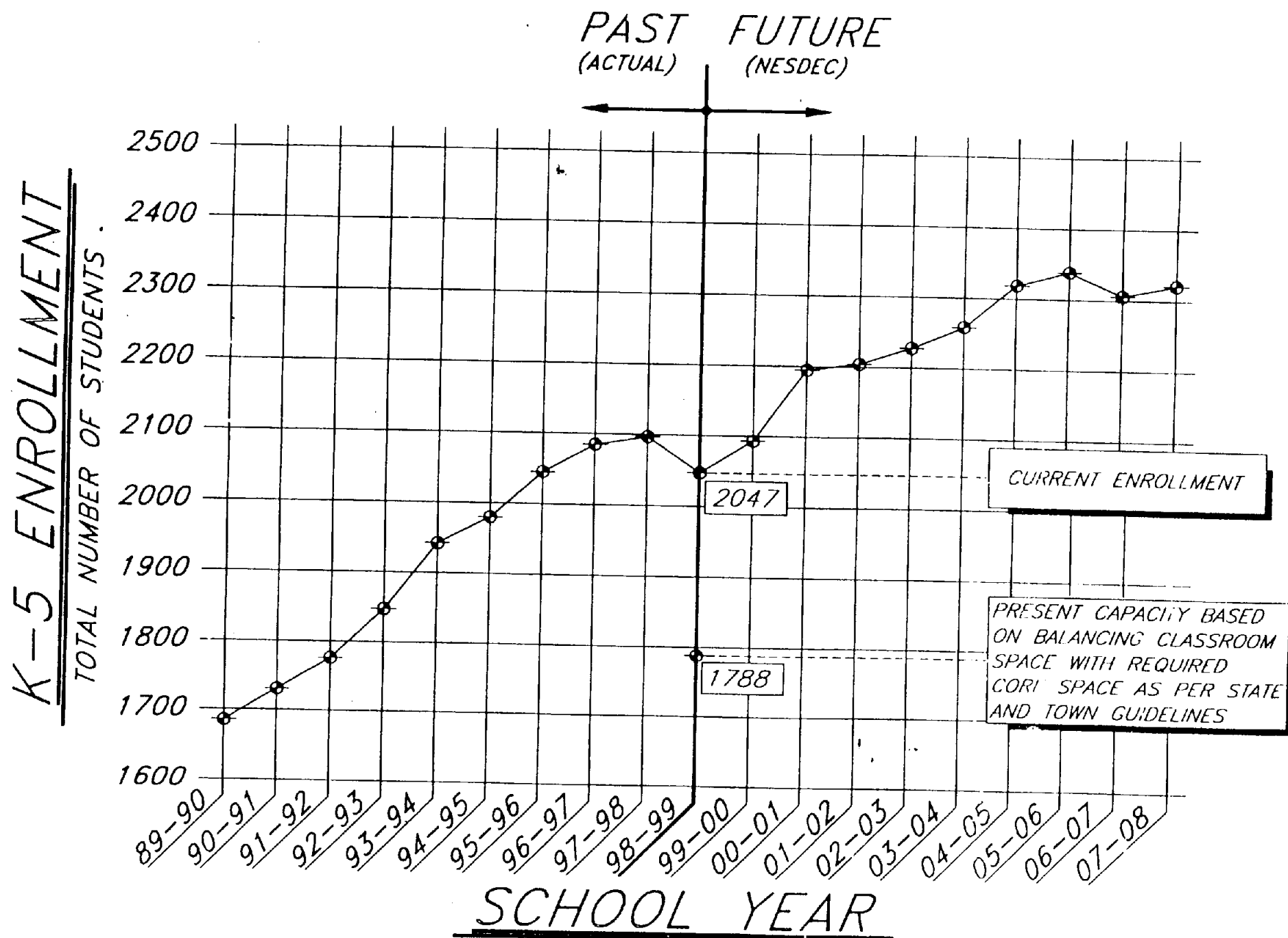
*This is a conservative estimate, the range could be approximately 4 more than listed
\$112,000 per portable would bring total to a range of 7 / \$784,000 - 11 / \$1,232,000

K-5 ENROLLMENT

TOTAL NUMBER OF STUDENTS

PAST (ACTUAL) FUTURE (NESDEC)





ELEMENTARY SCHOOL CORE SPACE DEFICIENCIES AS OF 11/17/98

	BARROWS	BIRCH MEADOW	EATON	KILLAM
ART	Classroom to classroom with carts on each floor	Classroom to classroom with cart.	Classroom to classroom with cart.	Classroom to classroom with cart.
MUSIC	Classroom to classroom and portables with cart. Take all equip. and instruments with them.	Classroom to classroom with cart. Has office in storage area behind stage.	Classroom to classroom with cart. Take all equip. and instruments with them.	Stage and classroom. Takes equip. and instruments with them.
SPED	Resource-Closet loft and classrooms. Severe SPED- bottom of closet. Speech and Lang- work out of sm. Closet and classrooms	Program located in an area designed as computer lab.	Have an area to work in.	4/5 High Density - partitioned off.
SPECIALITIES	Psychologist-Room in back of stage. Shares with music storage. OT/PT-on stage	OT/PT- Gym, classroom and office spaces. Psychologist-office in storage area off stage.	Psychologist- has office. OT/PT-Gym, halls, classrooms and stage.	OT- no space uses gym and resource room. PT- small room off stage when available. Psychologist-has office. Speech- working out of art storage area.
MEDIA CENTER	Undersize for school population. Half is a small computer lab.	Okay	Okay	Okay
CAFETERIA	Okay	Small - used for grade 1 physical education.	Small. Used for kindergarten physical education	Okay
GYMNASIUM	Undersized for school population. Not regulation elementary gym.	Small for school population.	Okay	Okay. Classes sometimes held in caf because of scheduling.
OTHER	Ed. Ass't/Teachers - No work space beyond classroom. Copier is in main office.		Instructional Spec. - no space.	Instructional Spec. - no space.

**PROCESS USED TO RECOMMEND TO TOWN MEETING A NEW
ELEMENTARY SCHOOL AND RENOVATION/ADDITIONS TO BARROWS**

- 1/1/97 Dr. Harutunian advised SC received statistics from Reading Realtors indicating that Reading has not yet see peak in growth.
- 9/8/97 Dr. Harutunian recommends to the SC that a School Size and Enrollment Committee be formed
- 9/22/97 Ms. D'Antona advised SC that SBC is asking SC to formally accept enrollment projections
- 9/24/97 Joint meeting SC and SBC – presentation by NESDEC regarding enrollment projections
- 10/6/97 SC votes to accept NESDEC enrollment figures
- 10/28/97 SSEC has first meeting
- 2/6/98 SC receives final report from SSEC
- 2/11/98 SSEC makes presentation to SC regarding their 3 recommendations
- 2/23/98 SC meets at Killam School for input re: SSEC Report
- 2/24/98 SC meets at Birch Meadow for input re: SSEC Report
- 2/25/98 SC meets at Eaton School for input re: SSEC Report
- 3/3/98 SC meets at Barrows for input re: SSEC report
- 3/4/98 SC votes to request \$50,000 from Town Meeting for elementary feasibility study
- 3/19/98 Town Meeting approved \$50,000
- 4/13/98 Joint SBC SC meeting to discuss instructions for architect
- 7/20/98 SBC meeting with architect to develop, review and approve all options
- 7/23/98 SBC meeting with architect to develop, review and approve all options
- 8/25/98 SBC meeting with architect to develop, review and approve all options
- 8/27/98 SBC meeting with architect to develop, review and approve all options
- 9/03/98 SBC meeting with architect to develop, review and approve all options

- 9/24/98 SBC meeting with architect to develop, review and approve all options
- 10/01/98 SBC meeting with architect to develop, review and approve all options
- 10/08/98 SBC meeting with architect to develop, review and approve all options
- 10/21/98 SBC meeting with architect to develop, review and approve all options
- 10/22/98 SBC meeting with architect to develop, review and approve all options
- 10/28/98 SBC meeting with architect to develop, review and approve all options
- 11/05/98 SBC meeting with architect to develop, review and approve all options
- 11/17/98 SBC meeting at Barrows regarding proposed elementary solution
- 11/18/98 SBC meeting with Dividence Abutters regarding proposed elementary solution
- 11/23/98 SBC meeting at Eaton regarding proposed elementary solution
- 11/24/98 SBC meeting at Killam regarding proposed elementary solution
- 12/01/98 SBC meeting at Birch Meadow regarding proposed elementary solution

All meetings were public meetings and most were televised.