

## **NOVEMBER 1, 2005 SPECIAL MEETING**

The Wethersfield Town Council held a special meeting on November 1, 2005 at 8:30 p.m. in the lower level meeting room of the Stillman Building.

Present: Councilors Adil, Cascio, Czernicki, Forrest, Fortunato, Montinieri, and Chairperson Morin.

Absent: Councilor Hemmann and Deputy Mayor Karangekis.

Also present: Rae Ann Palmer, Assistant to the Town Manager, and Dolores G. Sassano, Town Clerk.

All stood for the pledge of allegiance to the flag which was led by Councilor Czernicki.

### **Award of Bid - Griswold Road Construction Work**

Town Engineer Mike Turner reported that the bids were opened on October 25 and of the two bids received, Tilcon Connecticut was the lowest bidder at \$271,513 and he recommends that the Council awards the bid to them. He said that it is the Town's desire to get the work completed this calendar year, keeping in mind that paving projects are dependent on the weather and asphalt plants close December 1. Mr. Turner said that the worst case scenario in having the work completed this year would be to have the milling and surface prep work done and put down the first course of pavement so that there would be this layer of pavement for the winter season. He said that he is hesitant to put down the surface pavement if the weather is cold.

Councilor Adil moved "**TO AWARD THE BID FOR THE ROAD WORK ON GRISWOLD ROAD TO TILCON IN THE AMOUNT OF \$271,513**", seconded by Councilor Forrest.

Councilor Cascio pointed out that General Paving, the other bidder, is the contractor that the Town has been using all along and asked why Tilcon's bid is so much lower. Mr. Turner said that this project will require what is known as "super pave" which is specially designed for the wheel load on this specific road, and General Paving would have to subcontract this portion of the work out. He said that because Tilcon is an asphalt plant and this is their business, they can provide this pavement at a much lower cost. Councilor Cascio asked if Tilcon is involved with Tomasso and Mr. Turner said that he believes they are two separate companies.

Councilor Forrest asked how much of the road is to be paved and Mr. Turner replied that the work will take place between Country Club Road and Highland Street.

Councilor Montinieri asked if there will be an inconvenience to drivers along the road should work have to stop because of inclement weather. Mr. Turner said that the Town will make sure that at least the first course of pavement is put down.

Councilor Adil asked if this will include curbing as well and was told by Mr. Turner that it will include curbing and driveways.

All Councilors present, including the Chairperson, voted AYE. The motion passed 7-0-0.

### **RFP - Nextel Re-banding**

Rae Ann Palmer, Assistant to the Town Manager, reported that she worked with Trott Communications to estimate the amount of money received from Nextel for staff time associated with the re-banding issue, and she estimates that the reimbursement the Town will receive from Nextel will be approximately \$25,000. Ms. Palmer said that Trott informed her that the estimated cost of the coverage testing and system analysis will be between \$20,000 and \$50,000, based on what the initial testing identifies. She said that the \$25,000 reimbursement from Nextel will be returned to the

Contingency account to offset the budget transfer for this work. Ms. Palmer said that the coverage may be covered by Nextel, however this cannot be determined until negotiations with Nextel take place. Ms. Palmer said that the Town Manager's Office will manage the contract with Trott and it is anticipated that the results of this testing will identify where there are issues of coverage problems with the existing radio system as well as what, if any, design problems exist. Ms. Palmer said that Trott anticipates that the re-banding expense will be \$73,900 which will be paid by Nextel directly to Trott so that the Town will not encumber any funds for the re-banding initiative.

Councilor Adil moved **"TO AUTHORIZE THE TOWN MANAGER TO NEGOTIATE AND SIGN A CONTRACT WITH TROTT COMMUNICATIONS FOR RE-BANDING SUPPORT SERVICES NOT TO EXCEED \$73,900 AND FOR TECHNICAL ASSISTANCE WITH THE TOWN'S RADIO SYSTEM NOT TO EXCEED \$50,000 AND TO TRANSFER \$50,000 FROM CONTINGENCY ACCOUNT T1910900 5250 TO THE TOWN MANAGER'S ACCOUNT T1020 5220"**, seconded by Councilor Forrest.

Councilor Czernicki asked Ms. Palmer why Fred Martin was chosen to sit on the selection panel. Ms. Palmer said that he was part of the panel because of his experience in putting the system together and also because of his technical experience. Councilor Czernicki asked for an explanation of the comment that "both firms indicated that Nextel's responsibility will be limited to providing a system equal to what we have today, not what we had when the system was accepted" as she does not believe that this was what the Council was told when this was accepted. She said that the Council was told that Nextel would provide the Town with a system that will cover it in the way that was anticipated and actually did work for a very brief period of time. Ms. Palmer said that Motorola believes that there is an interference problem and that re-banding will correct this. Councilor Czernicki said that the quote indicates that Nextel's responsibility is for a system equal to what the Town has today rather than what was anticipated and this is where the disconnect lies. Ms. Palmer explained that Trott Communications stated that the problem is not what was originally thought and that further testing needs to be conducted to determine the problem. She said that the Town will receive comparable facilities and if there is a problem other than interference, once the re-banding is done the problem will still be there and it will not be Nextel's responsibility to fix it at that point. Councilor Czernicki verified that the final responsibility will be born by the Town. Ms. Palmer said that Motorola will be responsible if the problem is identified as a Motorola issue. Councilor Czernicki asked Ms. Palmer to further explain the vote taken by the selection panel. Ms. Palmer explained that two vendors were interviewed and the panel voted five to one to recommend Trott for problem determination and coverage testing. She said that the committee was split three and three on which vendor to choose and the Town Manager did not want to split the work between the two vendors. Councilor Czernicki asked for a breakout of the vote. Ms. Palmer said that she, the Town Manager and Mr. Martin voted for Trott Communications, and Mr. Santoro, Mr. Turner, and Mr. Borea voted for Kimball & Associates. Councilor Czernicki asked Mr. Turner to explain why he voted for Kimball & Associates. Mr. Turner explained that the basic premise was the size of the firm and Kimball is a nationwide firm with approximately 500 associates compared Trott who has approximately nine or ten. He said that Kimball is an architectural engineering firm who designs dispatch centers and such, and since re-banding is a totally new concept, he feels that a larger firm may have more administrative capabilities with regard to programming and scheduling. Mr. Turner said that he felt that Trott may place some of the administrative work back onto the Town staff. Councilor Czernicki asked if either vendor has any association with Nextel or Motorola and Mr. Turner said that both stated for the record that they do not. He said that several staff working for Kimball have Motorola background, but does not believe that it was in the last three years. Councilor Czernicki asked why Jim Donnelly was not asked to be on the selection panel and Ms. Palmer told her that we just didn't think of him. Councilor Czernicki commented that this is unfortunate because he is very knowledgeable and an expert in this field.

Chairperson Morin asked if a list of references was provided by each vendor and Mr. Turner said that, in his opinion, both companies could do the job, but he looked at the amount of administrative work he foresees the Town staff having to take on if a smaller company is chosen. He said that both vendors have the technical capability required to do the job. Mr. Turner said that references on re-banding could not be obtained since the re-banding process is a brand new issue; however both vendors provided references based on their expertise with systems lines and such.

Councilor Cascio asked if the negotiations for the contract will include a warranty on the work and verified that Trott will only be identifying the problem and not be doing the re-banding work. Ms. Palmer said that the radio vendor will have to be involved in the re-banding work and that Trott's responsibility is to oversee the work and see that it is done correctly. Councilor Cascio said that in the negotiated contract there needs to be wording that will protect the Town

from limited services. Councilor Cascio asked for clarification on the Manager's note indicating that Nextel interference only occurs in the radio headset. Ms. Palmer said that this is what was reported by George Weimer in explaining why he thought the problem is not interference. Mr. Turner explained that Mr. Weimer observed and identified the problem as a receive problem in the Motorola system, although the results were inconclusive as to what causes the problem.

Councilor Forrest said that he also is concerned with the statement to which Councilor Czernicki referred, regarding Nextel's responsibility. He asked for an explanation of how this issue was discussed amongst the selection panel. Mr. Turner said that the issue of comparable facilities boils down to the wording that is ordered by the FCC that this is the charge that is given for re-banding. He said that this starting point is subject to negotiation with Nextel. Councilor Forrest verified that the Town would have a system with 97% coverage without interruption, had the company hired three years ago done what was required of them. He said that he feels uncomfortable agreeing that Nextel's responsibility is to provide a system equal to what the Town has today, since the current system is not what was agreed upon three years ago and does not provide an appropriate base. Ms. Palmer said that what is indicated is that if the Town goes through with the re-banding without first conducting the problem identification and testing, and there appears to be no interference problem, the Town will end up with the same exact system with the same exact problems as exists today and this will not be Nextel's responsibility to fix it. Councilor Forrest said that the Town needs to be careful in negotiating this contract since Nextel's responsibility could be a moving target.

Councilor Adil clarified with Ms. Palmer that she is saying that the Town needs to do this now to eliminate any possibility of later there being a question of due diligence being done. Ms. Palmer said that this is what she is saying along with the Town wanting to correctly identify if the responsibility to fix the problem lies elsewhere.

Councilor Czernicki said that the passage clearly does not indicate that this is what re-banding will do, but rather that the Town will be left with a system in today's condition, with the interference and with the dead spaces. She said that the Town, in signing this contract, is saying that it's O.K. to have just what is in place now. Ms. Palmer said that the contract with Nextel is what will determine that and that what is being proposed is to insure that the Town knows where the system stands prior to signing a contract with Nextel. Councilor Czernicki said that she does not think that that is what is being said in the passage. Ms. Palmer said that she wrote the sentence and this is what she meant. Councilor Czernicki said that because of this passage, she cannot vote to approve the motion.

Chairperson Morin said that the Town Manager will be negotiating the contract with Trott and he feels confident in the reliability of the Attorney Borea to make sure that the Town is being protected.

Councilor Czernicki and Councilor Adil both stated that they still feel uncomfortable with this passage. Councilor Czernicki said that she would rather have Attorney Borea say that the Town's expectation regarding re-banding with Nextel is that the Town will finally be where they originally anticipated being.

Chairperson Morin said that it is not fair to require that Nextel fix the system to where it was accepted if it is not their problem.

Ms. Palmer said that the FCC directive is to provide for comparable facilities. She said that Trott has intimate knowledge of how the re-banding directive was put together and it is their strong belief that Nextel and the FCC will not be held responsible for a problem that is not caused by interference.

Councilor Czernicki said that what she's understanding is that the Town will, hopefully, establish what the problem is, fix the problem, and then re-band in order to have the coverage expected. Ms. Palmer said that she believes this to be the case. She said that there will be coverage testing as well as equipment testing in order to determine what the problem is. Councilor Czernicki asked who will be doing the fixing once the problem is determined. Mr. Turner said that it will be Motorola if the problem is determined to be with the equipment and falls under the Town's warranty coverage with them.

Councilor Forrest verified that the proposed contract is for evaluation of the current system and the contract does not delineate the responsibility of the parties. Ms. Palmer said that they will, however the contract is not written or negotiated yet. Councilor Forrest asked why there isn't a clause in the contract explaining what Nextel's responsibility

is.

Councilor Fortunato asked what will happen if the estimated amount does not meet the staffing costs. She said that she wants to make sure that the calculated amount is fair so that the Town does not end up jipping itself. Mr. Turner said that the Town will prepare a budget that is negotiated with Nextel and if this is exceeded, there is the capability for the Town to go back to Nextel. Councilor Fortunato said that she would like it made clear in the contract what tasks the Town staff will and will not be responsible for.

Councilor Montinieri said that it appears that some Councilors are looking for specific contract language, but it appears that the FCC language states that Nextel is only responsible for comparable facilities. She asked if the Council can require language that contradicts this to be included in a contract. Ms. Palmer said that the Nextel contract has yet to be negotiated and it is anticipated that the contract will be a result of the plan put together and the negotiations with Nextel regarding the re-banding issue. Councilor Montinieri suggested that the motion be amended to approve the Town Manager to negotiate the contract, but not to sign it until more specific language can be included in the contract.

Chairperson Morin pointed out that it is the responsibility of the Attorneys to protect the Town in such contract negotiations.

Councilor Cascio referred to the Town Manager's letter of October 17 which was presented at the last Council meeting and which brought the Council to where they are now. Councilor Czernicki pointed out that this item was tabled at the last meeting due to the lack of information, and she asked what has changed since then. Ms. Palmer said that an estimate has been received as to how much the Town will get back from Nextel. Councilor Cascio said that although the language in question is not part of a legal document, it does become part of the background evidence in the Council's deliberation of the issue. Councilor Cascio said that if this language is truly what came out of the selection panel's discussions, the Council needs to know this.

Councilor Fortunato suggested that the Attorney General be informed of what is going on so that the situation can be monitored from a consumer standpoint. She said that it may be worth asking the Attorney General for his opinion on the situation before negotiations begin.

Chairperson Morin asked what the risk is if the Council should vote down the motion currently on the table. Mr. Turner said that the planning process begins in the middle of November when the Town can begin to submit official documents to Nextel for contract negotiations and the deadline for a plan and budget is sometime in January or February.

Councilor Fortunato asked Mr. Turner, regarding his concerns with staff size, if he feels confident that Trott will be able to deliver in an adequate time frame. Mr. Turner said that this question was asked during the interview and both firms said yes.

At 9:20 p.m., Councilor Adil called the question.

Chairperson Morin said that it is his understanding that Ms. Palmer will go forth to the Town Manager with the questions and concerns brought forward this evening by the Council.

All Councilors present, including the Chairperson, voted AYE. Councilor Cascio and Councilor Czernicki voted NAY. The motion passed 5-2-0.

### **Emergency Bid Award - Standish House Roof**

Mr. Turner explained that last week he met with Silk Town Roofing, the vendor who just completed the Highcrest School roofing project as well as the Old Academy, and said that the company has done an excellent job, and performed expeditiously. Mr. Turner said that when he was asked by the Town Manager to provide a name for an emergency bid, Silk Town Roofing was the first firm to come to mind. He said that he toured the facility with a representative from the firm and he received a quote from them today in the amount of \$84,500 vs the budgeted

amount of \$35,000. Mr. Turner said that without going out to bid, the firm has to make all of the assumptions for all the risks they may come upon at the facility. He said that the firm is also aware that the Town is under a specific time restriction and is in a rush to get the project done. Mr. Turner said that he does not recommend that the Council accept the \$84,500 bid since he feels that the \$35,000 is an adequate budget for the project. Mr. Turner pointed out that the roof has leaked significantly during heavy rains and emergency, temporary repairs were made. He recommends that bid documents be prepared and the Town go out to bid on the project.

Councilor Cascio moved "**TO REMOVE THE EMERGENCY BID AWARD FROM THE AGENDA**", seconded by Councilor Czernicki. All Councilors present, including the Chairperson, voted AYE. The motion passed 7-0-0.

## **ADJOURNMENT**

At 9:25 p.m., Councilor Cascio moved "**TO ENTER INTO EXECUTIVE SESSION**" seconded by Councilor Forrest. All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

At 9:30 p.m., Councilor Cascio moved "**TO ENTER BACK INTO THE REGULAR MEETING**" seconded by Councilor Czernicki. All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

Councilor Adil moved "**TO AUTHORIZE THE TOWN MANAGER TO SIGN AN AGREEMENT WITH KEN AND RENEE MILANO OF 95 WOODSIDE DRIVE TO HAVE THE TOWN FIX THEIR DRIVEWAY ON NOTT STREET AT A COST NOT TO EXCEED \$14,360 AND TO TRANSFER THE MONEY FOR THIS PROJECT FROM THE CONTINGENCY ACCOUNT T1910900 5250 INTO THE NOTT STREET PROJECT ACCOUNT 303543711104**", seconded by Councilor Montinieri.

At 9:40 p.m., Councilor Czernicki moved "**TO ADJOURN THE MEETING**" seconded by Councilor Montinieri. All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

Dolores G. Sassano  
Town Clerk