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Town of Ashford

Established 1714

SPECIAL SELECTMEN'S MEETING WEDNESDAY, AUGUST 7, 2013, 7:00 P.M. ASHFORD TOWN OFFICES MINUTES

1. Call to order at 7:02 p.m.
2. Members present: Fletcher, Falletti, Zambo
3. After review and discussion of Town Counsel's opinion (attached) regarding renovation and security system bidding and contracting undertaken by the Ashford School Administration, the following action was taken.

Zambo moved and Fletcher seconded the following motion; The BOS is aware of the improperly awarded contracts, has made the Board of Finance chair and the chair of the Board of Education aware of the situation and feels it is in the best interest of the Town of Ashford to proceed as planned by the BOE and its superintendent. The motion passed unanimously.

Zambo moved and Fletcher seconded the following motion; The BOS awards the bid for the construction, demolition and renovation associated with the building of two offices and two classrooms at Ashford to Kenneth Warner & Sons Inc., of Branford, CT as noted in the contract dated and signed on July 19, 2013. (copy attached) The total amount of the bid is \$57,950. The motion passed unanimously.

Zambo moved and Fletcher seconded the following motion; The BOS awards the bid for the installation of a security system at Ashford School as outlined in the Purchase Requisition Form dated 6/11/2013 and signed by Superintendent Longo on July 11, 2013 to Venture Communications & Security Inc. of Pomfret Center, CT. (copy attached) The motion passed unanimously.

All bid documents and communications for these projects are to be forwarded to the Selectmen's Office.

The Selectmen's Office will draft a letter to the Board of Finance and the Board of Education making them aware of the Board of Selectmen's actions and concerns relating to this matter.

Adjournment at 7:50 p.m.

Ralph H. Fletcher

5 Town Hall Road, Ashford, Connecticut 06278 Phone: (860) 487-4400 Fax (860) 487-4430

O'Brien and Johnson

Attorneys at Law

120 Bolivia Street, Willimantic, Connecticut 06226

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Attorney Dennis O'Brien
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(860) 423-2860

Attorney Susan Johnson
susan@OBrienJohnsonLaw.com
(860) 423-2085

August 7, 2013

The Honorable Ralph H. Fletcher
First Selectman
Town of Ashford
5 Town Hall Road
Ashford, CT 06238

Re: **Ashford School Capital Projects**

Dear Ralph:

You have informed me that the superintendent of Ashford School recently executed two contracts with private firms to implement capital improvement projects at the school calling for the expenditure of a total of \$94, 299.00 from the Town of Ashford's Capital Projects Fund. Apparently, the fund, which is under the control of the Board of Selectmen (BOS), whose legal responsibility it is to "superintend the concerns of the town" per Conn. General Statutes section 7-12, includes \$103,000 appropriated for "safety upgrades" at the school. Both projects are apparently safety upgrades.

You have also informed me that the Board of Selectmen is concerned that the superintendent, by neglecting to include the Board in the bidding process and execution of these two contracts or at very least to seek the Board's prior approval, has usurped the legal authority of the Board. Nevertheless, the Board may be willing to approve the actions of the superintendent after the fact in the best interests of the Town.

At a BOS meeting held on Monday, August 5, 2013, this matter was discussed at some length by the BOS with the chairs of the boards of education and finance. According to the draft minutes of the meeting, you as first selectman "asked that any future projects financed through the Town's Capital Projects Fund be forwarded to the Board of Selectmen for review and action." You were legally correct to make that request.

As noted above, the BOS is the executive authority of the Town of Ashford. C.G.S. section 7-12. You, as first selectman, are the chief executive officer of the Town. Contrary perhaps, to popular belief it is the Town, "superintended **by the Board of Selectmen,**" **not the Board of Education or its superintendent,** that has the legal authority to "take or acquire . . . property for any public use or purpose, **including that of education . . .**" and to " . . . construct . . . **maintain, repair . . . school houses . . .**" (Emphasis added). Conn. General Statutes section 7-148(c)(3)(A); 7-148(c)(6)(A).

The Honorable Ralph H. Fletcher
First Selectman
Town of Ashford
August 7, 2013
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The funds to pay for these projects are located in the Capital Projects Fund maintained by the Treasurer of the Town of Ashford. Conn. General Statutes section 7-80 provides that "The town treasurer shall receive all money paid to the town [and] **pay it out on the order of the proper authority.**" (Emphasis added). The proper authority in this instance per section 7-148 is **not** the superintendent of schools; rather it is the BOS. C.G.S. section 7-83 provides that any order drawn by the selectmen on the town treasury must be signed by at least two of the three selectmen, by the way.

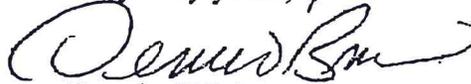
The BOS of course had the authority in this instance to delegate its authority to develop these projects, manage the bidding process and probably even to execute the contract to the superintendent of schools by resolution of the Board, but it did not. Apparently, the BOS was never given the chance by the superintendent to delegate their authority to him. The next time the superintendent wishes to draw on the Town's Capital Projects Fund to pay for a capital improvement at the Ashford School, he needs to walk a different path.

Finally, you have also informed me that the BOS has drafted three motions. The first is simply to acknowledge that the school has erred in the manner in which it has proceeded in this situation, but that the BOS nevertheless has concluded for practical reasons that it is in the best interests of the Town that they follow through on the two contracts. The second and third motions give BOS approval to each of the two contracts after the fact.

If the Ashford Board of Selectmen has reviewed this situation and is in fact satisfied that, all things considered, it is in the best interests of the Town for them to approve and proceed with the contracts despite the superintendent's error, the Board is well within their legal authority as the executive power of the Town of Ashford to act accordingly.

Please let me know if you need any more from me on this.

Very truly yours,



Dennis O'Brien
Attorney at Law

Ashford School
440 Westford Road (Rt. 89)
Ashford, CT 06278
School Web site: www.ashfordct.org

Dr. James Longo
Superintendent of Schools
860-429-1927 Fax 860-429-3651
jplongo@ashfordct.org

Troy Hopkins
Principal
860-429-6419 Fax 429-3651
thopkins@ashfordct.org

Donna Hartigan
Director of Pupil Personnel
860-429-6419 Fax 429-3651
dhartigan@ashfordct.org

July 19, 2013

CONTRACT

This contract constitutes the agreement between Kenneth Warnier & Sins, Inc. General Contractors, and the Ashford Board of Education for the construction, demolition and renovation associated with the building of two offices and two classrooms in Ashford School. The Scope of work follows.

Additionally, the contractor will submit the appropriate building permits and supply the town with a copy of its insurance coverage.

The work is to commence immediately and the project is targeted for completion by mid-August 2013.

The Total Cost of the project as contracted is \$57,950.00

RE: Office remodeling, classroom 13 & 14,

And remodeling of current office space to become two classrooms

- 1) **DEMOLITION:** Remove existing lighting for reuse, ceiling and ceiling tiles as required for framing, HVAC and wall opening work. Cut existing concrete block wall floor to ceiling, approximately 8' wide, and remove block per plan. Remove existing classroom cabinets, counters and sink for reuse in classroom 17 and old superintendent's office.
- 2) **CONSTRUCTION:** Frame walls per plan using 2" x 4" steel studs, sheet rock with 5/8 fire code drywall, including 3 coats compound and sanded for a paint-ready surface.
- 3) **ELECTRICAL Includes:**
 - A) Remove (18) existing light fixtures and relocate them in new offices on separate switches.
 - B) Add (20) new outlets in offices w/h MC cable, 20 amp. circuits.
 - C) Install (8) new outlets in conduit on block walls.
 - D) Run new circuits to existing panel in storage room behind classroom 13 or 14.
 - E) Wiring for AC system

4) HVAC includes:

- A) (1) 3 ton AC only A12 Handler – American Standard, hung above new drop ceiling.
- B) (1) 3 ton condenser 13 See American Standard unit, located on roof.
- C) Supply (8) 24" x 24" lay in type registers.
- D) Install (2) central return filter grills 24" x 24".
- E) Supply (1) 4" x 4" Pitch Box, to be installed by others.
- F) All metal duct work insulated per code.
- G) Standard grills, registers and digital thermostats.

5) PLUMBING:

- A) Remove existing sink in new conference room and replace with bar-type stainless sink and faucet.

6) INTERIOR GLASS:

- A) Install approximately 10' to 12' of 2' high clear glass with metal frame above door and along wall of conference room.

7) DROP CEILING:

- A) Install new drop ceiling grid and ceiling tile, style consistent with existing, in complete new offices per plan at approximately 9' continuous from one side thru wall opening to other side.

8) FINISH CARPENTRY:

- A) Remove (4) existing interior office entry doors from existing superintendents and office, Room 17 and reinstall in conference room (2) offices, and one closet.

9) PAINTING:

- A) Prep cover and paint (1) primer and (2) topcoats, all interior walls per completed plan.

10) WORK DONE BY OTHERS:

- A) Roof penetration for Pitch Box
- B) Data and phone lines

11) DUMPSTER SUPPLIED BY SCHOOL FOR DEBRIS REMOVED.

12) COST INCLUDES:

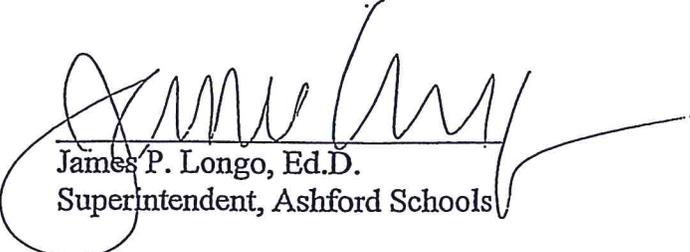
- A) All work described in Sections 1-11 with a 1-year warranty on Labor and Material
- B) Manufacturers warranties on new equipment installed
- C) Permits, Labor and Material

14) TOTAL COST:

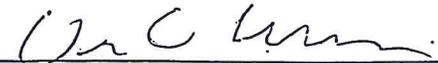
\$57,950.00

Proposed Payment Plan: Ashford will divide the total cost into payments to be made as the project is progressing. There will be an initial payment of \$15,000 upon completion of the demolition in rooms #13 and #14. And A final payment of the balance due upon completion of the project.

The parties agree to the terms of the contract and will negotiate any changes requested by the Administration of Ashford School.


James P. Longo, Ed.D.
Superintendent, Ashford Schools

7-19-13
Date


Kenneth Warner & Sons, Inc.

7-19-13
Date

440 Westford Rd

BUILDING PERMIT TOWN OF ASHFORD

NO.

-INSPECTIONS-

School
renovations

- FOOTINGS/FOUNDATIONS _____ DATE _____
- PRE-BACKFILL _____ DATE _____
- FRAMING _____ DATE _____
- PLUMBING _____ DATE _____
- ELECTRICAL _____ DATE _____
- HEATING HVAC _____ DATE _____
- OTHER _____ DATE _____
- FINAL FOR CO _____ DATE _____

This Permit Must Be Attached to or in Front of Building

DATE 7/19/13

BUILDING OFFICIAL M Gardner



CERTIFICATE OF LIABILITY INSURANCE

KENNE-3

OP ID: MY

DATE (MM/DD/YYYY)
07/15/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DiMatteo Group Insurance, LLC 79 Bridgeport Avenue Shelton, CT 06484 DiMatteo Insurance Service Ctr	203-924-4811 203-924-4710	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	FAX (A/C, No):
INSURED Kenneth Warner & Sons, Inc. Bob Warner 65-3 N Branford Road Branford, CT 06405	INSURER A: Hartford Fire Insurance Co., INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		31UUUVUE3087	04/01/13	04/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	31WBV/PD2777	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

ASHFORD

Town of Ashford
 Superintendent of Schools
 440 Westford Road
 Ashford, CT 06278

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maureen A. Palmquist

Purchase Requisition Form

Vendor **Venture Communications & Security Inc**Requisition Number **1213777**

P.O. Box 270

Date **6/11/2013**

38 Killingly Rd.

Pomfret Center, CT 06259

Telephone **860-928-2784**Fax **860-928-4039**

Sku Number	Item Description	Quantity	Price-Each	Cost Total	Budget Account
	Security/Access Control System-Installation	1	\$18765.00	\$18765.00	
	IP Video System- Provide & Install Equipment in Network Closet	1	\$23440.00	\$23440.00	
	JA Series Aiphone in Main Office Provide & Install	1	\$3840.00	\$3840.00	
	Will be Paid by 1% Lapsing FY 11-12	1	\$9696.00	\$9696.00	
Subtotal of all budget lines:				\$36349.00	

Funding Source: Regular BudgetGrant Name: School Safety and SecurityIncluded in Budget? Yes

Using Discretionary Funds? _____

Instructions: Return to Requester for SubmissionNotes or Instructions for
Sending _____Order Submitted by: Dr. LonaoDate: 6/11/2013

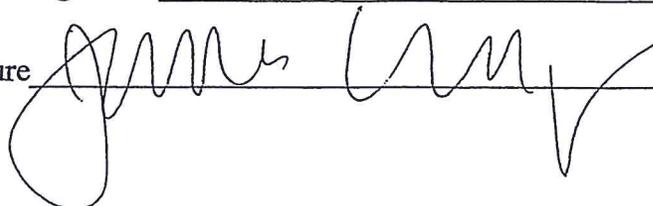
Supervisor's Signature _____

Date: _____

Business Administrators's Signature: _____

Date: _____

Superintendent's Signature


Date: 7-11-13