

Special Emergency Town Council Meeting

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July 18, 1985

5:30 p.m.

A special emergency meeting of the Wallingford Town Council was held on this date in Council Chambers, called to order by Chairman David A. Gessert at 5:50 p.m.

Present for the meeting were Council members Bergamini, Diana, Gessert, Holmes, Killen and Papale. Absent were Council members Krupp, Polanski and Rys.

Mr. Gessert explains that the purpose of this meeting is to discuss with the Building Committee the communication system for the New Police Station. The meeting was called on short notice because a decision has to be made. The building is partially sheetrocked and the walls cannot be closed until the telephone wiring is installed. Once the wiring is in, they can then proceed to complete the job. He then states that he appreciates everyone attending this meeting on such short notice.

Mayor Dickinson then points out that this is an emergency special meeting and the minutes will have to be available 72 hours after the meeting. This then allows us to avoid the 24 hour notice for a special meeting. For an emergency meeting you do not need a 24 hour notice.

William Fischer then noted that Attorney Farrell had found some errors in the lease with Executone that he wanted to change. He then advised them not to sign the contract. Mr. Fischer then turned the conversation over to Attorney Farrell.

Attorney Farrell then states the when trying to negotiate the contract with Executone, they got down to basically where they had what they wanted except one thing. This was that they wanted to retain our rights against whoever Executone signed the contract for payment with. (The Notes). We wanted to retain our rights to defenses against whoever held these papers or notes. The people who were going to take the paper refused to go along with that. He states the Town of Wallingford would be in the position that they would be forced to keep paying even if the equipment didn't work. He then states that he has had some clients who have had trouble with Executone, its equipment, and have found service to be poor. He felt that when dealing with Executone, he would have to have a contract so that if something went wrong, they would have some recourse. He has not started to try with Sonacor to see if they could correct things in their contract which, to be blunt, are just as bad. The only difference is that they would be dealing with Southern New England and he feels they would be the ones to try to make the equipment work and really try to satisfy the customer. He states that he has a client in Orange who has a system bigger than the Police Station has, and it literally took Executone 9 days to come out and service it and also that for the first six months he had this, 50% of incoming calls were disconnected.

This is why he has some concern. They would not give on that point. He told them the way it read in the contract was, bottom line, Town of Wallingford loses in any lawsuit. They agreed that this was the way it was written. Whether he will do better with Southern New England he does not know. He did recommend, because of these reasons, to the Mayor and the Building Committee that they not go with Executone.

Mr. Gessert then states that he feels communications are important in all situations. However, when it comes to life threatening situations such as Police, Fire and Emergency Medical Services, service is a very critical factor. This is protecting the interests of the Town and they will then have someone to fall back on and grab.

Attorney Farrell states that he does not feel it will ever get to the point where they will have a contract where they will have some ability to go back on and grab. What he is saying is that because they do have emergency equipment, they will probably be in a better situation with Southern New England on getting prompt service to correct any deficiencies than they would with another company. If

Executone's equipment did not work or the service was such that they felt they would have to abandon the equipment, and then call someone else, he suspects at that point they would be then calling Southern New England. He has heard that the people with the new switching system of Southern New England's find it to be great. He does not have this, but he does not have emergency phone calls that have to be answered or somebody may be killed. 417

Mrs. Bergamini then asks Chief Bevan what type of equipment we have now. Chief Bevan replies SNET. She then asks him if they have ever had any problems and the Chief replies that if ever a problem they came right out but basically they have had no problems.

Mr. Diana then questions Mr. Fischer if he concurs and does not want to go with Executone.

Mr. Fischer states that only because of the legality involved. Southern New England is going to be \$6,000-\$7,000 more. However, the concern of the Building Committee is that they are stuck right now. If they try to iron out their differences with Executone and do not come up with an agreement by next Friday, they will be losing that \$6,000-\$7,000 anyway because now the building will be delayed for another 30-40 days. If they are delayed, this will mean that the shutoff date of October 1st will then be carried over to November.

Mayor Dickinson then questions Mr. Fischer about the date of next Friday. He thought he meant tomorrow. He thought they were going to start sheetrocking on Monday.

Mr. Fischer states that they are sheetrocking right now. They can do this up to a certain point, then they go on to another job and when they come back, who knows.

Mr. Diana then questions Mr. Fischer as to whether Executone and Sonecor's wiring are consistent.

Mr. Fischer states that during the course of interviewing all of these companies, prior to their selection, each and every one of them said that yes the wiring was compatible but when it came down to the real nitty gritty, when asked to just wire until they made their decision, every one of them have backed off. The problem is that if someone else wires, if there is a problem with the telephone, they are going to turn around and say it is the fault of the person who wired it.

Mr. Diana asks what the possibility of a one year lease would be. Then they could possibly go with Executone and have a year to seek out possible changes.

Attorney Farrell states that the standard lease he has seen deals with a 60 month term. Basically, what you are doing, is even though it reads lease, you are buying the equipment and paying for it over a period of 60 months so that after you make your last payment, you own the equipment. They are getting the benefits of depreciation.

Mr. Diana states that that would be the problem if they went with any of these other companies. With Sonecor couldn't they just take on a 12 month program. Now the wiring would be in place and in a year from now they could look into another system.

Mr. Fischer states that right now they are looking at SNET based on their years of experience.

Mr. Gessert states that usually the lease costs have the installation built right into it. He does not recall a 1 year lease. They have usually been a 3, 5 or 7 year lease or simply buy outright.

Mr. Killen states that what they are really being asked is to go with the highest bidder. Attorney Farrell stated that they have not even approached Sonecor yet. They are suppose to waive the bidding in the best interest of the Town. They listened to the Police Building Committee and they were impressed with Executone. For that reason they gave them the go ahead even though they weren't the lowest bidder. Now they are being asked to go with Sonecor even though they are the highest bidder and they might not meet requirements. They need someone who will meet the requirements. They don't even know what the 3rd one will do. They may end up sending this back out to bid if this is where we stand.

Mayor Dickinson states that they are not being asked to award it

to anyone tonight. It would be identification of another one to negotiate with. If it meets the requirements, then sign the agreement.

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Mr. Killen states that they did award this the last time to Executone. What happens if the negotiations with Southern New England comes to a dead end. They have to have something more to go by. The 3rd company was shot down simply because we didn't know them. Are we then being fair to the people of the Town simply because we don't know them and therefore can't award them the bid. Nobody wanted to go with Isotec because they weren't very well known.

Executone was the first choice and now Sonecor is coming up. Nobody has said lets go with the lowest bidder.

Mayor Dickinson states that the Building Committee identified first Executone and then Sonecor and this is the reason.

Mr. Killen then states that even based on their decision to go with Executone, Attorney Farrell has indicated that there are loopholes in their contract. Maybe Isotec could have been just as much capable. The fact that they didn't put on as good a presentation to the Building Committee doesn't mean they are not a good company.

Mayor Dickinson then tells Mr. Killen he should ask the Building Committee what they feel about Isotec.

Mr. Fischer states that Isotec has only been in business for 18 months.

Mr. Killen then states that Executone has been in business for many years yet they don't even want to do business with something so technical, then it seems they should not even be involved in the thing.

Mr. Fischer states that Executone gave them letters and they called on people who replied that Executone did a good job. They have two Police Departments who have Executone and have had no problems with them.

Mr. Killen asks if they found anyone who had Isotec.

Mr. Fischer states that they did not give them a list. Executone provided them with a list of customers and they felt Executone to be good. Mr. Fischer continues to say that way back in January a presentation was made for Sonecor by Sandy Vogt. It was a very fine presentation and at the January meeting, the Building Committee went on record as favoring Sonecor. It was only when they started putting it out for the wiring that they were informed of the other companies in Town.

Mr. Killen then asks if they were made aware that any items on this line would have to go out for bid if they were over \$2,000.

Mr. Fischer states that there was a question of who would put this out to bid. Would it be in the Police Department's budget because it was communications problem. The telephone system has to be moved.

Mr. Killen then states that they have to have telephones there. This is a separate item and then should be sent out to bid. He again states that they have a list of three people who bid on this and they are throwing the bid right out the window. Why didn't it go out to bid.

Mr. Gessert and Mr. Holmes then inform Mr. Killen that the Council voted to have them negotiate it.

Mayor Dickinson states that it wasn't to negotiate it, it was to get RFP's. The problem is how to draw up the specification sheet that adequately represents what the Police Department needs in a phone system. They would be hiring a consultant to draw up the specs. It was easier to say go out to a series of businesses and show them what we need and have them give us a proposal. This is what was done and they then came in for the interview.

Edward Dubiell comments that they had a meeting with two men from Executone and they cited all the different discrepancies told to them by the Town Attorney. Their comments were that they would meet with the Town Attorney and write the contract any way we wanted. He never heard of someone doing business like this.

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Attorney Farrell states that with Executone they probably could have written the contract any way they wanted. However, when they got down to ConTel, who is a signee, the people who actually hold our debt, they said absolutely not. They would not allow us to assert defenses that we might have against Executone paying them. We would therefore be in a position to continue to pay anyhow. Again Attorney Farrell states that if they are in a position to have a bad contract with either Executone or SNET Co., he would prefer to choose SNET Co. because he feels public relations wise, they would give the best service.

Mr. Holmes states that the feeling here is that cheap is not always better. They may be getting the better price from Executone but if it is filled with loopholes and they are using it for Police Headquarters, he wouldn't want to take a chance of any interruption of service. The Police Building Committee recommended Executone because they went on presentation and they went on good faith that Executone would meet all our needs but apparently they aren't. He doesn't feel comfortable thinking that a company will come in and put in a whole system and then a year and one half from now we will be scraping the whole system and then spending another \$25,000-\$30,000 for equipment that we should have originally purchased.

Mrs. Papale questions Mr. Fischer that with Executone if there should be a power failure, will they cover it like Sonecor does. Do they have outlets if there is no electricity.

Mr. Fischer states they are all run the same. They all have battery backup. Also, the Police Station has a generator. For both Sonecor and Executone if the power goes out, they have a battery backup which picks up in 8 seconds. With the Police station generator if the power goes out the generator picks right up. They never have a loss in service.

Mayor Dickinson then states that if the SNET switching capability is lost in their office, the phone system is gone. It will be gone throughout Town. If the central facility is gone, no matter what type of system you have, your phone system is out. If you mean just at the Armory then yes they have the battery backup. Don't mix that up with SNET office. If that is out, no matter how much additional power you have, the whole Town is out.

Mr. Gessert then states that the main office on North Main Street has many battery backups and also a jet engine in the basement.

This is fired up and is fully operational within 30 seconds of a power failure. Unless there was an earthquake that knocked a hole 100 feet deep, there would be communications between the buildings.

Mr. Diana then questions Mr. Fischer as to what exactly it is that they want.

Mr. Gessert states that it is his understanding the purpose for coming here is to request permission from the Council for the Building Committee to attempt to get a contract with Sonecor telephone systems.

Mr. Fischer states that he would hate to see the job come to a halt. Even though Sonecor may be \$7,000 more, if the job is halted, the delay in the job will cost more than the \$7,000.

Mr. Diana then asks if putting dollar figures aside, was there something unique about Executone.

Mr. Fischer states that really it was just the dollar figures. They didn't have anything more fancier than the Sonecor system.

Mr. Diana then comments that the worse mistake they could make is to go with Sonecor. They may wind up spending a little more money but at least they would have something that is substantially worth while. The worse that will happen is that Sonecor will still give them a bad contract but they will also never leave us without service.

Mrs. Bergamini then made a motion to authorize on the negotiations and finalize a contract with Sonecor for the telephone system; seconded by Mr. Holmes.

Mrs. Papale then questions Mr. Fischer as to when they will be speaking with Sonecor. She is told 8:00 a.m. the next morning. She then goes on to say that suppose they meet with them and they have the same problems as Executone. Will they go with them because

they have been around the longest?
Attorney Farrell replies "yes".

Mrs. Papale then states that by them voting tonight they are really saying that whatever happens, they will be going with Sonecor. 420

Attorney Farrell states that half the problems he has to solve with Executone are not half as critical with Sonecor.

Mayor Dickinson states that there are things that will have to be changed in Sonecor's contract. For instance, they have the service hours 8:00 a.m. thru 5:00 p.m. each Monday thru Friday. It is going to have to be more than that. It will have to be 24 hour service. They will also have to make some allowance on price for the particulars we ask for. All these systems have a tendency to stick in the maximum price and you obligate yourself to that. We want some language in here that states if we have 2, 24 button phones and the rest are single button phones, that will be the price and not the price on the contract. It depends on the equipment bought. This should be in the agreement. If they didn't allow for that then there would be no way we would sign the agreement.

Mrs. Papale then states that what they are asking is if they will have to come back to the Council again.

Mayor Dickinson states that they are hoping not.

Mrs. Papale then questions if they are voting to negotiate with or to go with Sonecor.

Mr. Diana feels they are negotiating. He doesn't feel they have to be interested in the particulars. That is up to Attorney Farrell and the Mayor.

Mr. Killen then states that the motion was made to negotiate and there is no sense in discussing it further.

Mr. Gessert then states that he feels they are asking to negotiate and finalize the contract.

Mrs. Bergamini states that this is why she asked. There is no point in their coming back to the Council. Say they don't go with Sonecor, then where do they go.

Mayor Dickinson states that they have to have the authority to sign a contract. What they are saying is that if they are not satisfied with it they are not going to sign it.

Mr. Gessert states that if they want a firm motion they should say to negotiate the best contract they can with Sonecor.

Mrs. Bergamini then withdraws her first motion. Mr. Holmes also withdraws his second of that motion.

Mrs. Bergamini then makes a motion that they be allowed to negotiate and put into effect a contract as approved by the Mayor and Town Attorney so that they will have no further delays; seconded by Mr. Holmes.

Mr. Killen states that he has a problem with the concept. They are saying to Sonecor that they are in the catbird seat, we will have to sign some sort of agreement with them and this is not the way to do business.

Mayor Dickinson states that they can put on the record that if they are not satisfied, they will not sign an agreement.

Mr. Killen states that that was not made part of the motion and this is why he is not satisfied.

Mr. Holmes questions that by passing this motion does this cancel their agreement with Executone or negotiations.

Mr. Holmes is told that "yes" it does and he then states that they really have no recourse.

Mrs. Bergamini and Mr. Holmes then withdrew their second motions.

Mayor Dickinson states that what they can do is to make a motion allowing them to negotiate with Executone and Sonecor and once there is a contract to satisfy the Town Attorney and his office, sign the contract.

Mr. Killen then made the above motion; seconded by Mr. Holmes.

Mr. Killen states that what he is trying to say is about the same thing. The motion would be that the Town Attorney and the Mayor would have to be satisfied with the terms of the contract. He just wanted to be sure of who had to be satisfied with the contract.

Mr. Fischer then comments that he feels what Mr. Killen is saying is that he doesn't want the Building Committee to be involved in the negotiations of the contract. He then goes on to comment that this Building Committee has never done anything without first consulting the Council and the Town Attorney's office.

Mr. Diana comments that the Building Committee has earned the respect of everyone. They have done a fine job.

Mr. Gessert then comments that Mr. Killen's comments were that he did not want to read in tomorrow's headlines that the Town Council voted to sign a contract with Sonacor regardless of what it says. He then wanted it to be subject to a negotiated agreement that was acceptable to us.

Mr. Killen states that he is sensitive to the feelings of the Building Committee. He was not aware that they felt they were going to be abused by this and what suggestion do they have. Did they want to be satisfied in addition to the Town Attorney and the Mayor.

Mayor Dickinson states that possibly a member of the Council would be available tomorrow at any time. They could then include all facets. He goes on to state that if it were not for the activity of Mr. Fischer there is no way that this new Police Station would be close to where it is now. Also, this is due to the other members of the committee. He does know that he has been in touch with Mr. Fischer and that Mr. Fischer has called his office a number of times. He has also spoken with the Town Attorney. The hours are incredible and he would not want anyone to walk out of here not part of this process because if there is any vital figure in this process, it is the chairman of the Building Committee.

Mrs. Papale then states that Mr. Fischer should then be sitting in on the negotiations.

Mr. Gessert states that if he is willing and he wants to, there is no problem with that.

Mr. Killen states that by throwing the power away from the Council, he just wants to be sure of who they are giving it to.

Mayor Dickinson states that this would be the Chairman of the Building Committee, the Town Attorney and himself.

Mr. Killen then states that he will accept a friendly amendment to the motion that the Chairman of the Building Committee become part of the negotiations. It was originally made to include the Mayor and the Town Attorney and now he will amend it to include the Chairman of the Building Committee.

Mr. Holmes moved to accept the motion as amended; seconded by Mr. Killen.

Mr. Gessert then wanted it noted that he would not vote on this subject due to the fact that he is an employee of Southern New England.

VOTE: Council members Bergamini, Diana, Holmes, Killen and Papale voted yes; Chairman Gessert did not vote as noted above; Council members Polanski, Rys and Krupp were not present; motion duly carried.

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 6:30 p.m.

Lisa M. Bousquet
Council Secretary

Approved David A. Gessert
David A. Gessert, Council Chairman

Date _____

Rosemary A. Rascati, Town Clerk