

1. The Special **Town Council Special Meeting** on **Wednesday, January 13, 2010** was called to order by Mayor Vin Festa, Jr., at 6:01 p.m. in the Community Room, Plymouth Town Hall. Members in attendance: Councilman Martin Sandshaw, Councilwoman DiAnna Schenkel, Councilman David Sekorski, Councilman Tom Zagurski, Councilman John Wunsch. Also present: Khara Dodds, Town Planner; Robin Gudeczaukas, Council Clerk; Attorney Sal Vitrano.
2. Fire Exit Notification
3. Pledge of Allegiance
4. Public Comments on Non Agenda Items
5. To Approve The Contract Between The Town of Plymouth, CT and LFR, Inc. For Former Hart Property Site Remediation (Environmental Investigation) As Per Bid Procedures/Legal Review – Mayor Festa stated there has been legal review on the contract and there needs to be authorization to enter into a contract with LFR for the purpose of certifying and fulfilling requirements of the Department of Economic and Community Development. Town Counsel is here with us this evening as well as and the Land Use Director for the purpose of any questions or concerns but ask them to give a brief description of this contract and the reason for it. Sal Vitrano, Attorney to the Town Council, LFR has proposed, his understanding is that there was a request for proposals that was issued with respect to environmental assessment in Phase 2 remediation services for the Hart property. My understanding is based on that rfp, LFR responded and through a series of reviews, LFR was determined to be the most appropriate provider. They provided a detailed proposal with general terms and conditions which I have reviewed and made some minor modifications after the clarifications, but essentially LFR is proposing to, first of all, characterize the environmental status and condition of the Hart property, basically to do the necessary evaluation and examination to determine what the actual environmental condition of the property is. Secondly, after characterizing the environmental status of the property to do certain levels of remediation, you will see within Phase 2 there are a certain 130 tons of excavation transportation and disposals of soils, there is 520 tons of concrete excavation and disposal, and the establishment of a certain number of monitoring wells. They will also provide a report to respect to what they found and what they've done and depending on what they found and what they've done, that report may require a Phase 3, as it is called, remediation effort. That can encompass a number of things not the least of which is a long to moderate term of monitoring wells. That Phase 3 and the filings that are required by DEP are not included in this proposal. This proposal is subject to roughly \$72,000 which takes us up to that Phase 3 stage. Hopefully there is not any significant efforts that are required in Phase 3 but we will not know that until they have the evaluation. I am open for any questions but I will tell you I am not an environmental law expert but this contract is fairly straight forward and I have seen a number of these during my time in practice. Councilman Wunsch, I don't know if you can answer this or the Mayor, this contract, was there other proposals, did other companies do this? Mayor Festa, yes. For clarification and then I will have Khara answer this for you, this particular contract is in line with the proposals that were requested for the Brownfield's application that the Town has put in for a \$200,000 grant and one of the requirements is that we have a contract that is in limbo so that when they do the application proceedings they will realize we are shovel ready. So with that Khara can give you the information as to how the process took place for bids. Khara Dodds, we first started off by sending out a request for proposal and we received responses from a number of companies.

There were 4 we received a response from and we interviewed them and we asked them the same questions throughout the interview and we determined that we liked LFR the best out of the 4 that were interviewed. Councilman Sekorski, I just have a couple on details around what is included in this. I know they mention specifically here what they will do in terms of removal, what is their obligation in terms of fulfilling the requirements for State DEP or is that in contract, and I didn't read the detail, but I am just concerned about their or was some of the questioning along the lines of what their responsibilities are for supplementing the required reports to DEP and help us to determine Phase 3. Basically this rips out existing top soil, gets rid of the slabs and sets up more mentoring wells, right, in a nutshell. Attorney Vitrano, yes, and characterizes the property or characterizes is a term of art in this venue, but basically describes the condition. You will see Item 7 on the second page of Phase 2, Preparation of a summary phase 2. That is a term of art as well in terms of DEP regulations and that is, it is what it says, a Phase 2 assessment report. That gets filed with DEP and depending on what that says you have a lot of stuff to do in Phase 3 or very little or nothing in Phase 3. Councilman Sekorski, concerned that the DEP was not mentioned specifically in the terms so the preparation of that report is the requirement for the DEP. Attorney Vitrano, yes, and a good point is the LEP which is a licensed environmental professional is an individual that is licensed by DEP and is the individual who prepares and signs off on the assessment report and that is a requirement of DEP as well. They are going to take us through all the regulatory responsibilities. Councilman Sekorski, this organization is obviously recognized as a company that DEP will accept their results. Thank you. Attorney Vitrano, LEP is licensed by DEP. Councilwoman Schenkel, I have a quick question. I am concerned about the indemnity clauses. We understand that they have certain policies such as Workers Compensation, Automobile Liability and Pollution Liability policy, but through some unforeseen thing what if there is damage done to the waterwheel itself or to the culvert or to something else that they had not anticipated. Are we going to have them bonded or is there going to be any way to remedy the situation. Attorney Vitrano, they've got, paragraph 8 requires them to provide commercial general liability insurance of \$1,000,000 per occurrence and automobile. Councilwoman Schenkel, they are providing a policy, o.k. Attorney Vitrano, yes, and paragraph 8 establishes their liability for their negligence and our liability for our negligence but the insurance is the backbone.

MOTION: Dave Sekorski motioned that: BE It RESOLVED that the Town of Plymouth may enter into with and deliver to LFR/Arcadis Company, any and all documents pertaining to site remediation for Phase I and Phase II which it deems to be necessary or appropriate for site remediation former Hart Property; and FURTHER RESOLVED, that Vincent Festa, Jr., as Mayor of the Town of Plymouth, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Plymouth and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents. The undersigned further certifies that Vincent Festa, Jr., now holds the office of Mayor and that he has held that office since November 11, 2007. Second Councilman Wunsch. Discussion: Councilman Zagurski, procedural, I think what we did is item 7 just then. Mayor Festa, I will explain when we get there. Roll call vote: Councilman Zagurski, yes; Councilman Sekorski, yes; Councilwoman Schenkel, yes; Councilman Wunsch, yes; Councilman Sandshaw, yes. Mayor Festa stated the Motion approved unanimously.

6. To Approve, By Resolution, The Contract Between the State of CT, Dept of Economic And Community Development (DECD) and The Town Of Plymouth – Mayor Festa, very quickly, this has to do with STEAP grant application process. There are two STEAP grants that the town has

been awarded. One is regarding \$300,000 for the streetscape and the other one is \$150,000 for the purchase of property for the waterwheel site. So the State combined those two and gave us an allocation of \$450,000. By virtue of their application process and procedure we then have to submit a Resolution authorizing by the Town Council the opportunity for us to move forward by giving me the authority to enter into these document proceedings and contracts with the State of CT. Khara would you like to address that before we move on to discussion by the Council? Khara Dodds, as Mayor Festa stated we received two STEAP grants and now we in process where we have to submit documents to enter into a contract with DECD and once those documents are signed and contract solidified, we can then move forward with the planning process. One would be to continue with our streetscape efforts from Benedict to Allen Street. We would like to develop a plan for streetscape there and the other one, that amount is \$300,000; and the other side of it would be for the waterwheel which is \$150,000 we are hoping to use for appraisal fees and also the acquisition of the Hart property. Any questions? The former Hart property. Councilman Zagurski, don't we already own that property? Khara Dodds, yes, I am sorry, the BJ Tool property.

MOTION: Councilman Zagurski motioned and read Resolution into record: RESOLVED, that the Town of Plymouth may enter into with and deliver to the State of Connecticut Department of Economic and Community Development any and all documents which it deems to be necessary or appropriate; and FURTHER RESOLVED, that Vincent Festa, Jr., as Mayor of the Town of Plymouth, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Plymouth and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents. The undersigned further certifies that Vincent Festa, Jr. now holds the office of Mayor and that he has held that office since November 11, 2007. Seconded by Councilman Sekorski. Discussion: none. Roll Call Vote: Councilman Sandshaw, yes; Councilman Wunsch, yes; Councilwoman Schenkel, yes; Councilman Sekorski, yes; Councilman Zagurski, yes. Mayor Festa stated so moved, unanimous vote.

7. To Approve, By Resolution, The Contract Between LFR/Arcadis Company And The Town Of Plymouth (Site Remediation/Phase I and Phase II) – Mayor Festa stated a clarification as we do not need this item. In terms of LFR/Arcadis contract, that was for the Brownfield application and one of things we had going on was concern for the waterwheel as well relative to the site remediation. That is in fact we do not qualify for this \$200,000 grant. We still have the issue before us about doing remediation work on the site if we move forward under the STEAP grant to actually use the money to acquire property. So one kind of interplays and dovetails the other. This one here is not necessary at this time so we will not have to worry about doing a Resolution on number 7. With that I will ask for permission to move to number 8.
8. To Approve, By Resolution, The Contract Between P.F. Mik Construction Company, LLC And The Town Of Plymouth (Contract Award For State of Connecticut Public Library Construction Grants – Fire Code Upgrades) – Mayor Festa this is an application put forward some time back by the Library Board for the purpose of acquiring grants from the CT State Library, construction grant. They have remediated the issue, they have applied the application to Plymouth and granted the monies for the fire code upgrade. So to be in compliance with this, we as the, you as the Town Council actually, need to authorize this Resolution in order to give me permission to sign off on the contract to allow the work to begin. It is part of the regulations requirements by the State Library.

MOTION: Councilman Wunsch motioned and read the Resolution into record: RESOLVED, that the Town of Plymouth may enter into with and deliver to P.F. Mik Construction Company, LLC, any and all documents which it deems to be necessary or appropriate; pertaining to the contract award for State of Connecticut Public Library Construction Grants; and FURTHER RESOLVED, that Vincent Festa, Jr., as Mayor of the Town of Plymouth, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Plymouth and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents. The undersigned further certifies that Vincent Festa, Jr. now holds the office of Mayor and that he has held that office since November 11, 2007. Seconded by Councilman Sandshaw. Discussion: Councilman Zagurski, I would just like to understand who actually opened the bids and how many there were. Mayor Festa state LFR was a bid procedure, Mik was a bid procedure and the Library Director opened them with Ted Scheidel, Administrative Assistant, Mr. Lorenzetti and representatives from the different companies who put bids in. Any other questions, discussion or concerns. Seeing none, I will call for a Roll Call Vote: Councilman Zagurski, yes; Councilman Sekorski, yes; Councilwoman Schenkel, yes; Councilman Wunsch, yes; Councilman Sandshaw, yes. Mayor Festa stated the Motion carries unanimously.

9. Public Comments – none.

10. Council Comments

- a. Councilman Wunsch – Aware Tom and Marty are busy tomorrow night but looking for someone to attend the Fire Commission meeting if he cannot and it will be last minute. Councilwoman Schenkel will check her calendar and exchange email addresses. Councilman Sekorski stated one of us will go.
- b. Councilman Sekorski – back to item 5 for one second and item 7. In terms of payment, are we dependent on Brownfield's before moving forward with the phase 1 and 2. Mayor Festa, glad you raised the question because I was going to give a little, relative to initial agenda it was to be one item and in course of setting agenda and yesterday the two other issues came up relative to time lines and one of the concerns we had relative to number 7 issue was the State, through the Federal government keeps changing regulations relative to stimulus money. As you know we put in a request for stimulus money on the waterwheel project as well as many other projects around this town. The issue at hand is the next phase of the waterwheel project is to move forward. BL Company is the engineering firm that is handling that aspect of the 4 phases associated with that. However, remediation has to be done on the Hart property before that can be considered for purchase because if in fact we purchase that property without the remediation reports and the surveys being done for environmental concerns, if we buy that property we own the clean up. And that is part of the problem with the Hart property as when the town bought the Hart property they didn't buy it with the understanding that it had to be remediated; so, therefore, we are actually involved with the clean up of that. We don't want to get caught in that process again. Councilman Sekorski, you are referring to Brauer property. Mayor Festa, I am referring to the Hart property that was purchased and the one that is not yet purchased, Brauer. We have to do an environmental survey and if there is consideration for serious clean up that owner has to do that before we enter into any agreement in terms of buying the property. Because if we don't do this remediation on that property and buy it outright with a million dollar cleanup, we are stuck. We have to cover bases. In the run of things we do have an agreement under the waterwheel project, so you have to keep these kind of separate but

intertwine them. Under the waterwheel agreement I have received word that they are going to provide monies to remove the slabs; however, in doing so, all this procurement proceedings has to go up to Harford which we sent up there already and have been waiting for an answer for several months now. The response I just got is everything is in the Attorney General's office waiting for sign off. So they are going to try to get us our money back including the removal of those buildings that were on the site two years back that we took down. So in the run of things we are still waiting for that kind of clearance to come from the State but we will have to keep in mind that have to keep moving forward. We always have to protect ourselves relative to any kinds of grants that become available to make sure we are so called shovel ready again and that is the reason why we put this 7 down under the aspect that we may need to consider doing something on the remediation plan ourselves under the waterwheel grant vs. the application that we got for the \$200,000. They are two different things. Councilman Sekorski, thank you for that clarification. Attorney Vitrano, LFR contract is contingent upon the Brownfield's grant so that if we don't get it and we don't have any alternatives, we are not locked into the LFR contact. If we don't get it and we are willing to substitute funds from some other source, we can go forward. We have more options available to us. Councilman Sekorski, and that is important because I know we all want to see that project move forward but at the same time, as we all know, there is great concern about using any, and we made a promise to everybody in the community that we are not going to use tax dollars to do this project and I want to make sure that we are holding up to that end. I appreciate that. Mayor Festa, I will mention the fact that and have mentioned it once before, but for new Council people, the Historic Property Commission, which is now the commission that has taken over for the ad hoc committee on the waterwheel park project, at one of their previous meetings has concurred that there is an extra piece of property they are looking to buy as well but they decided if they cannot go any further with that particular purchase of property, they will concentrate on what we do have and move their efforts forward to cleaning up that area and getting that resolved and make the streetscape look a little better and then their streetscape in terms of the STEAP grant, there are about 23 spots in town relative. Khara Dodds, the consultant did a topographic survey that shows about 24 spots or areas where that could probably use some improving or areas where there is cracked sidewalks or missing curb. Mayor Festa noted that is part of another STEAP grant as well relative to and all tieing in together. There is that considered effort to make sure we start with the waterwheel as much as we can to move progress along the streetscape line. You will be getting more reports coming out from BL Company which is doing the actual sites on the waterwheel; you will get Malone and MacBroom that is doing the sites on the streetscape with this 23 or 24 sites they have proposed as they are the engineering firm that won that award; and you will get the environmental stuff coming from LFR and other environmental groups that come into play and put out for bids. Just to keep you abreast of things and to try to keep it square in your mind that this is one aspect, that is another aspect, and they all tend to intertwine with one another which keeps Khara hopping because she has to keep remembering which particular grant or which continuation she is talking with at any particular point in time. We appreciate her efforts.

11. Adjournment

MOTION: To adjourn by Councilman Sandshaw; second Councilwoman Schenkel and the vote unanimous.

Meeting adjourned at 6:29 p.m.

Respectfully submitted,

Robin Gudeczauskas
Clerk of the Council