

-----Original Message-----

From: Po Murray [mailto:pomurray@charter.net]

Sent: Friday, June 13, 2008 8:07 AM

To: SugrBrk@aol.com

Subject: RE: Charter clarification/D'Amico Parking Deal

Hi Will,

This is the first time I have been made aware that the parking deal is being structured as a revision of the NYA lease deal. Now, I understand why you asked Bob Geckle to come and explain that the BOS has the authority. Structuring the deal in this manner is an attempt to take the LC out of the picture thus taking the voters out of the equation once again (with Dave's help). A method to expend millions of dollars without voter approval. As a citizen of this town, I feel completely disenfranchised. As a Legislative Council member, I feel the same.

To state that the LC has NO authority on this matter is "disingenuous". The LC created the ordinance to establish the FFHA. You stated in the Newtown Bee article when the FFHA ordinance was being approved that if things get out of control then the FFHA ordinance could be changed. I am making a formal LC member request for you to add FFHA ordinance revision to our next agenda. Please do not deny this request. Why can't we put my concerns on OUR agenda for a mature discussion? Why must I attend the BOS meetings to express my concerns? Are we not the final fiscal authority for all other spending?

I believe it is time for the LC to take control over additional spending on FFH.

I disagree with you that my concern is a "false premise". You are asking the town to spend money for up to 20 years-20 fiscal years in an operating budget. I believe there is a chance that the Charter is being violated and worthy of some legal expense.

Are you not concerned about spending millions without LC or voter approval? Do you believe the 3-member BOS should have the final say about spending that much money? Do you believe that to be the democratic process?

As you can tell, I am very upset about how the FFHA and Dave Grogins has structured the parking deal. It really upsets me when the voters are taken out of the equation. These type of deals will further divide the town.

Po

-----Original Message-----

From: SugrBrk@aol.com [mailto:SugrBrk@aol.com]

Sent: Thursday, June 12, 2008 5:57 PM  
To: pomurray@charter.net  
Subject: Re: Charter clarification/D'Amico Parking Deal

Your premise is false. As I understand how the deal would be structured, this is a revision of the lease. The section you cite does not apply for that reason alone. Second, for sake of argument, assuming it did apply, it applies for the current fiscal year only and it is my understanding that there will not be any additional expense in the current fiscal year. I suggest you express your concern as your own to the BOS and at the LC. Just because you have a concern about a possible conflict of interest on the town attorney's part, and appear to have your mind made up before contacting him about the same, is no reason to incur extra legal expense to answer a question based on a false premise. Will

-----Original Message-----

From: Po Murray [mailto:pomurray@charter.net]  
Sent: Thursday, June 12, 2008 7:50 AM  
To: Will Rodgers  
Subject: Charter clarification/D'Amico Parking Deal

Hi Will,

I read the FFHA meeting minutes and noticed that they approved Mr. D'Amico's parking deal. I continue to have many questions re: the payment method however the one most important to me is the question below.

In 6-90 EXPENDITURES AND ACCOUNTING section of our Town Charter, it states "(g) No officer or department of the Town shall expend or vote to incur any liability or expense by contract or otherwise, or enter into any contract, which would obligate the Town to expend in excess of an approved departmental line item appropriation. For the purpose of this Charter, a line item means any expenditure for the current fiscal year to which the Board of Finance has assigned an appropriation account number. Any officer or member of a Town department who, without authority from this Charter or the General Statutes, expends or causes to be expended any money of the Town, except in payment of final judgments rendered against the Town, shall be liable in a civil action in the name of the Town, as provided in the General Statutes."

My question is: How can we obligate the town to expend or vote to incur any liability or expense by entering into the D'Amico contract which would obligate the town to expend excess of any expenditure of an approved line item appropriation for the current fiscal year and for (up to) next 20 years when the Charter stipulates otherwise?

I would like a written clarification so that I would not be placed in a position to be liable for any actions I take as a Legislative Council member.

Please help me to find an answer to this question before I am asked to act on this matter. I am not certain if Dave Grogins is the appropriate person to answer this question as Claris Construction is his client. I would prefer an independent legal advise. It is my understanding that the LC is allowed to seek legal advice and we have funds to do so.

Please put this item on our agenda for our next meeting so that we can discuss.

Thank you.

Po