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Via Electronic Mail

May 17, 2018

Francis Teodosio, Esq.
Teodosio Stanek
375 Bridgeport Avenue
Shelton, CT 06480

Re: Shelton Board of Education and City of Shelton – Transportation Dispute

Dear Attorney Teodosio:

I am in receipt of the response of the City of Shelton (the “City”) to the offer I communicated to you on behalf of the Shelton Board of Education (the “Board”) regarding the above-referenced matter.

Your claim that the Board’s decision to seek clarification of the bids previously submitted pursuant to bid specifications approved by the City, which was necessitated by the Mayor’s unilateral alteration of the conditions underlying the approved bid specifications, somehow constitutes a violation of the City Charter is simply absurd. As I indicated in my earlier correspondence to you, the City approved bid specifications pursuant to the process prescribed by the City Charter. The bid specifications expressly required bidders to submit bids contemplating the use of buses owned by the City, and also sought bids from the vendors in which the vendor would provide the buses. Once Mayor Lauretti unilaterally removed one of the two previously approved options, the Board had no choice but to seek clarification of the bids with the other approved option, with the vendor providing the buses.

Your correspondence did not include any counteroffer from the City to the Board’s offer for payment for propane and for leasing the buses, as well as a lease of the yard. If the City does not provide a counteroffer by noon on Friday, May 18, 2018, the Board’s offer is hereby withdrawn, effective 12:01 pm tomorrow.

Sincerely,

/s/

Christine L. Chinni

Cc: Christopher Clouet, Ed.D.

TEODOSIO STANEK, LLC

ATTORNEYS AT LAW

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PLEASE REPLY TO SHELTON

Oxford Office

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OXFORD, CONNECTICUT 06478

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June 11, 2018

Christine L. Chinni, Esq.
Chinni & Meuser, LLC
30 Avon Meadow Lane
Avon, CT 06001

**Re: *City of Shelton/Shelton Board of Education/
Transportation Contract***

Dear Attorney Chinni:

Your letter of June 1, 2018 requests an offer from the City regarding the City buses, facilities and propane during the three year Durham contract. Given that the contract by its terms can be set aside in ninety days by either party for any reason, the City considers the contract to be of ninety days duration. Any longer period is due to the insistence of the Board of Education and not the terms of the contract. The City's offer therefore is keyed to the ninety day period. During the next ninety days, the City will prepare to on the ninety-first day, take over the management and operation of the Shelton school district transportation responsibilities. To do this, the Board of Education must engage with the City in sincere, honest and open discussion ending with a mutually acceptable written agreement.

Should the Board of Education choose not to negotiate with the City, please note that the Durham contract is void and the process by which it was negotiated is also in violation of the Shelton Charter. Earlier in my letters of May 16th and May 23rd, I alerted the Board of Education of this failed process and contract.

CHARTER VIOLATIONS BY BOARD OF EDUCATION AND AGENTS:

The Board of Education and its agents have been in violation of the Shelton Charter since May 10, 2018 when the Board of Education acting through Mr. Edward Drapp, advised bidders that "...Shelton Public Schools is **soliciting bids** (emphasis added) for Proposal 2 as amended...". Mr. Drapp's actions in changing bid specifications (propane to diesel); soliciting bidders for "new proposals"; changing the director of transportation;

Christine L. Chinni, Esq.
June 11, 2018
Page Two

and establishing a new bid period are all in violation of Section 7.14(b) of the Charter. That Section makes clear that "The [City] Purchasing Agent (Mr. Gene Sullivan) shall let to bid all purchases (including those made by the Board of Education.)" (emphasis added).

The entire process Mr. Drapp initiated which culminated with a signed three year contract with Durham is in violation of the Shelton Charter.

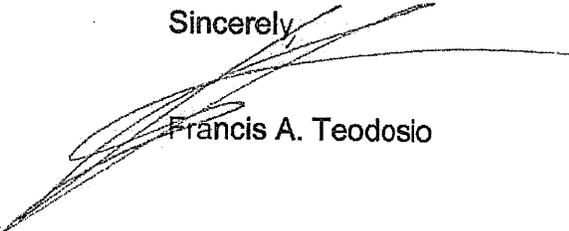
DURHAM CONTRACT IS VOID: Not only does the process which ended with the signing of Durham contract render the contract void, the document itself in final form is void. The document is absent a Non-Collusion Form. The original bid package stated: "Failure to include the non-collusion form will result in rejection of the bid. " No such document was provided to the City on June 1, 2018 with the claimed Durham contract.

REBID/WAIVER: The Board of Education can remedy all of the violations, and remain the distance it prefers from the City, by properly rebidding the bus contract under Section 7.14. Alternatively or initially, the Board of Education can also ask the Board of Aldermen for a waiver of the bidding process. Such should have occurred prior to the Drapp action, but the effect of such action would be a way to resolve this confusion and violation of the Charter.

In addition to all of the above legal violations, the Board of Education by failing to accept the low bidder (B & B Transportation), has cost the Shelton taxpayers \$450,000.00 per year for three years at 3% per year.

Once again, the City awaits a response to its offer. It is ready, willing and able to make use of the next ninety days. I await your response.

Sincerely,


Francis A. Teodosio

Cc: Mayor Mark Lauretti
Attorney Jack Bashara
Members of the Board of Aldermen

FAT:jbp

THE CITY OF
SHELTON
CONNECTICUT



Office of the Mayor

Mark A. Lauretti
Mayor

May 25, 2018

Christine L. Chinni, Esq.
Chinni & Meuser, LLC
30 Avon Meadow Lane
Avon CT 06001

**Re: Shelton Board of Education and City of Shelton
Transportation Issues**

Dear Ms. Chinni:

Please be advised that the City of Shelton hereby offers the Board of Education the following proposal:

The City of Shelton shall lease the City owned buses, the repair and storage facility, and the propane fuel under the same terms and conditions that it has leased and provided the same to the previous service provider Landmark for a period of one year. However, this offer is conditioned upon the Board of Education working with the City of Shelton on a coordinated and smooth transition, which would provide for the City of Shelton to be designated as the student transportation provider effective July 1, 2019.

Please respond prior to May 29, 2018 at 2:00 p.m., which is the date that the Board of Aldermen finalize the budget and appropriations for all Departments.

Sincerely yours,

Mark A. Lauretti
Mayor

Cc: Christopher Clouet, Ed. D.
Francis Teodosio, Corporation Counsel

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Via Electronic Mail

June 12, 2018

Francis Teodosio, Esq.
Teodosio Stanek
375 Bridgeport Avenue
Shelton, CT 06480

Re: Shelton Board of Education and City of Shelton

Dear Attorney Teodosio:

I am in receipt of your June 12, 2018 letter in which your client repeats certain allegations about the transportation contract process followed by the Shelton Board of Education during the 2017-2018 fiscal year; and demands that the Board enter into negotiations with the City of Shelton for the provision of school transportation services, to commence in September, 2018.

First, this office has communicated with you, as counsel to the City, on multiple occasions since the Mayor unilaterally altered the conditions underlying the approved school transportation bid specifications, disregarding the deadlines imposed by the needs of Shelton Public Schools for access to safe, dependable and reliable transportation services for the 2018-2019 fiscal year and beyond. On each occasion, this office communicated firm deadlines for a proper and comprehensive City proposal. None of those deadlines were met, and, as a result, the Board entered into a written contract with Durham School Services, L.P.

Second, because the Mayor refused to rescind his May 3, 2018 declaration that the Board and its chosen transportation services provider could not have access to the City owned buses, Durham had to expend its capital to secure sufficient number of buses to meet the needs of the Shelton Public Schools. Their noted deadline for securing those buses also passed without a firm, comprehensive proposal from the City about the Board's or Durham's potential use of City owned buses during the life of the vendor contract.

Third, this office has communicated to you on multiple occasions that because the City never made a detailed proposal to the Board in the spring of 2018 regarding the scope and quality of transportation services the City represented it could provide, or the cost savings associated with any such new venture by the City, or the anticipated multi-year cost structure for such a transportation system, the

Board continued to exercise its rights under the pre-approved RFP process and Connecticut law to choose a private vendor with much experience in safely transporting students to their respective public schools.

Fourth, while the Board agreed to participate collaboratively with the City throughout the 2017-2018 fiscal year in an effort to publicize and choose an approved vendor for school transportation services, Section 10-220 of the Connecticut General Statutes does not require such cooperation. Further, when the Mayor unilaterally removed the central prerequisite to the approved RFP process, the use of City owned vehicles by the chosen vendor, the City violated the previously established RFP procedures approved through the Charter process referenced in your letter.

Fifth, as noted in prior correspondence, the bid specifications that were developed and approved in accordance with the City charter expressly required bidders to submit bids contemplating the use of buses owned by the City, and also sought bids from the vendors in which the vendor would provide the buses. Once the Mayor unilaterally removed one of the two previously approved options, the Board had no choice but to seek clarification of the bids with the other approved option, with the vendor providing the buses. The Board's action to seek clarification complied with the spirit and the letter of the City's previously approved RFP process.

Sixth, the City incorrectly alleges that the Board rejected a vendor's transportation bid. The record reflects that the referenced bidder withdrew its bid before the Board took any action on the other submitted bids for transporting Shelton students with City owned buses.

Finally, this office continues to believe that the City's actions in this matter amount to tortious interference with the Board's business dealings/contractual relationship with Durham. We assume that Durham School Services L.P., shares our legal opinion regarding the City's actions.

For the above reasons, the Board of Education rejects the City's June 12, 2018 demand to limit all negotiations regarding the provision of safe, reliable and cost-efficient transportation services to Shelton Public School students to an outcome in which the City shall commence such services on or before September 12, 2018. The Board of Education also rejects the City's suggestion that its contract with Durham School Services L.P. is null and void, and rejects any notion that the City has any standing to raise such a claim.

Sincerely,

Christine L. Chinni

Cc: Christopher Clouet, Ed.D.