

## • Letters •

**Siegmund, lawyer respond**

*Ed. note: This letter was copied to the Jamestown Press.*

Dear Mr. Keiser,  
I find your comment that the award was based on a technicality and not on the evaluation of the town's claims about the quality of the workmanship of my firm to be outrageous and defamatory.

For years, every opportunity to besmirch my name was taken advantage of by (Town) Council members and others with (a) vested interest, and it is indeed disappointing that you have joined them. To call the total humiliation of the town as a "draw" is pathetic.

You know nothing of the case. You have not attended any of the arbitration meetings. You have probably not read any of

the transcripts, but that does not seem to prevent you from casting aspersions on me and my firm. You should be ashamed!

I demand an apology in the same manner as your comment was —in the Press.

**Laszlo Siegmund**

**Attorney comments**

This letter is in response to Mr. Keiser's comments in the Press that the decision of the arbitrators in the case of Siegmund vs. the town of Jamestown was based on a technicality, and not on an evaluation of the town's claims about the quality of Siegmund's workmanship.

I represented Mr. Siegmund in settlement negotiations with the town occurring prior to the commencement of arbitration. Siegmund and the town agreed to sever the relationship, and to further discuss and resolve the amount due Siegmund for unpaid invoices and related items. I was within approximately \$10,000 of settling this case when the town decided, based upon the advice of the engineering firm that was awarded new contracts to complete Siegmund's work, that Siegmund's work was defective. Readers will undoubtedly draw their own conclusions as to whether the town should have accepted such a self-serving opinion. Siegmund then commenced arbitration to enforce collection of amounts due under its contract and sought \$50,000. The town decided that it would be financially prudent to hire a new engineer and to simply attempt to collect these

**Breakfast anyone?**

Rep. Bruce Long was an honorary Rotarian, flipping pancakes and serving up a hearty May breakfast last Saturday.

Photo by Andrea von Hohenleiten

## • Viewpoint •

**A plan for Ft. Getty**

On Monday, May 8, the Master Plan for Fort Getty was presented to the Town Council. The work of Landscape Architect Donald Sharp, in consultation with the Fort Getty Master Plan Committee, the plan is a bold first step towards renewing and reclaiming this extraordinary piece of property for the citizens of Jamestown.

In the 50 years that the town has owned Fort Getty, there has never been a coherent physical plan for the site. The Fort Getty Recreation Area, as it is now called, developed in an ad hoc fashion. Its roads and several structures date from the U. S. Army's use during World War II. The stone gate was built by German prisoners of war. Volunteers built the Rembijas Pavilion. Eagle Scout Drew Johnson creat-

ed the Kit Wright Nature Trail. In the 1970s, when campers began to claim the hillside, the Town Council provided tire rims for campfires and soon thereafter the recreation department began to supervise and manage the facility. The RV campground, which dominates the park in summer, now contributes over \$300,000 a year to the town of Jamestown's General Fund.

In 1994, the first Fort Getty Master Plan Committee offered several proposals, many of which were implemented. The most recent committee took the effort further, writing a critique of current conditions, developing a plan, and also providing a schedule and method by which to implement that plan. Essential to the task was a design that would interpret

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new costs from Siegmund in arbitration, so the town counterclaimed for \$1,566,428. The filing fee paid to the American Arbitration Association to file such a counterclaim, \$10,000, if paid to Siegmund instead, would have resulted in settlement of this case when added to amounts already offered.

Now to get to the technicalities. I don't know how Mr. Keiser knows that this case was decided on technicalities, as the decision of the arbitrators is silent as to their reasoning.

However, I can tell you that the correspondence, testimony, and representations of attorneys on both sides reflected that the contract had been mutually terminated. This created a legal problem for the town. The law at times is laced with common sense. And the common sense principal of law at play can be stated as follows: a party who agrees to terminate a contract cannot then sue the other party for breach.

To give a specific example,

the town brought several delay claims against Siegmund, including a delay claim for failing to finish the treatment plant design. There was no question that at the time Siegmund and the town mutually agreed to terminate the contract, that the treatment plant design was not completed. The Arbitration Panel undoubtedly had a problem reconciling how Siegmund could be held liable for not completing the treatment plant design when Siegmund and the town mutually agreed to terminate the contract. Is this what Mr. Keiser meant by a technicality?

The town also presented a claim in the amount of \$430,440 for additional debt service due to a loss of a zero interest loan. This particular claim had problems. First, the town presented no evidence that the town was no longer eligible for the loan. Second, our own investigation revealed that the loan program was not terminated or defaulted. Is this what Mr. Keiser meant by a

technicality?

I will give a final example. The town sought compensation for a new Infiltration and Inflow study. The engineering firm that volunteered that Siegmund's I&I study was defective proposed to do a new one for \$325,000. I don't know how that determination was made when the engineer testified that he never reviewed the video performed as part of the I&I study. The testimony was that Siegmund had created a video of the entire sewage collection system, the video revealed cracks and breaks in the sewer pipes, repair and replacement work was prioritized, and the work was done. Is it a technicality for the Arbitration Panel to find that a new I&I study was unnecessary?

I could give you many more examples of what I call nonsense and Mr. Keiser calls technicalities.

Suffice it to say this was not, again to quote Mr. Keiser, a draw. Siegmund had a sim-

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*The news of 10 and 15 years ago is from the Jamestown Press. The news of 25, 50, 75, and 100 years ago from the Newport Daily News comes from the collection of the Newport Historical Society.*

**100 years ago****From the Newport Daily News, May 7, 1906:**

It is understood that a hotelman experienced in conducting hotels at Narragansett Pier has secured the Bay View House and will open it for (the) season next month.

**From the Newport Daily News, May 8, 1906:**

The New Line wharf bids fair to be one of the most important fish shipping places in these waters. Although the shed for the freight has not been built, a large number of fishermen have stopped here each day and the shipments of fish have steadily increased. Several hundred barrels will be shipped tonight.

**75 years ago****From the Newport Daily News, May 6, 1931:**

Many golf enthusiasts will regret to hear that "Wally" Martin, golf instructor, will not be at the Beavertail Country Club this season.

**From the Newport Daily News, May 8, 1931:**

(At the Board of Trade meeting) a communication from the radio station WLSI as to broadcasting Jamestown was then read and referred to the publicity committee.

**From the Newport Daily News, May 9, 1931:**

A May Day program was held at the Carr school Friday morning, combining health, independence and Arbor Days. Parents and friends numbering about 40 were present at the exercises.

**50 years ago****From the Newport Daily News, May 7, 1956:**

An all-time high budget of \$331,834.40, indicating a possible



\$7 to \$9 tax increase in the present \$31 rate, was voted at the Jamestown annual financial town meeting Saturday. The budget, which is \$36,893.64 over last year, will require \$259,014.52 from property taxes. . . . The permanent police bill (was defeated) 191 to 88. . . . The installation of parking meters was also defeated by a voice vote. . . . Commodore Cary W. Magruder commended the ferry company for successfully negotiating the sale of its asset to the state. . . . The bill calls for the payment of \$270,000 annually. The first payment to be made August 1 of this year

**From the Newport Daily News, May 9, 1956:**

Twenty-two children of Grade 4 of the Jamestown School . . . went to Providence by train from Kingston yesterday for luncheon and to sketch pictures of the Mall and the capitol. They returned by bus to Newport and to Jamestown by the ferry.

**25 years ago****From the Newport Daily News, May 7, 1981:**

Republicans took control of the Town Council and School Committee in the town's election Wednesday, capturing four out of five Council seats and all three School Committee seats. . . . A total of 1,473 people went to the polls and 87 absentee, shut-in and emergency votes make a total of 1,560.

(Photo caption:) Oil drilling rig Ocean Victory, owned by Ocean Drilling & Exploration Co., a subsidiary of Murphy Oil Co., lies at anchor off Newport Bridge this

morning. . . . Ocean Victory, one of ODECO's 30 oil rigs, is under contract to Texaco and partners to drill for oil on Baltimore Canyon off the New Jersey coast.

**From the Newport Daily News, May 11, 1981:**

St. Mark's parish raised \$1,041 during its Good Friday parish walk for agencies for the poor.

St. Matthew's parish will hold its fourth annual hunger march Saturday.

**From the Newport Daily News, May 12, 1981:**

The proposed Jamestown Bridge and plans for Route 138 will be discussed Wednesday at 7:30 p.m. at North Kingstown High School Auditorium.

**15 years ago****From the Jamestown Press, May 9, 1991:**

The new \$1.4 million addition to the town library may be delayed due to cutbacks in state aid to construction projects.

(Photo caption:) Brian Dutra and Robert Burns, both Jamestown employees, planted two trees last week along Narragansett Avenue. The kwanzan cherry trees were purchased by the Jamestown Garden Club to replace earlier trees which had died.

**10 years ago****From the Jamestown Press, May 2, 1996:**

(Photo caption:) These youngsters had their hats off for the national anthem Saturday morning during the opening day celebration of the Jamestown youth baseball and softball season. The Jamestown Community Band was on hand for the observance. The ball fields were dedicated to the late Bill Piva., who had helped organize Jamestown youth baseball.

Fifteen enterprising Jamestowners are forming the Jamestown Ecumenical Youth Organization. The goal is to start a youth group for kids of junior high age by September or October.