

KUNSILL LOKALI SLIEMA LOCAL COUNCIL

Depiro Street, Sliema SLM 04

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Ref: Seduta 6#23/08/06/V/E

MINUTI TAS-SITT SEDUTA

Is-Sitt Seduta tal-Hames Kunsill Lokali ta' Sliema nzammet nhar **I-Erbgha** 23 ta'Awissu 2006, fl-Ufficcji Amministrattivi, fi Triq Depiro, Sliema.

Prezenti:

Is-Sindku : Marina Arrigo
Il-Vici Sindku : Albert Bonello Dupuis

Kunsilliera :

Marianne Aquilina
Margaret Azzopardi
Michael Briguglio
Martin Debono
Nikki Dimech
Julian Galea
Luke Vella

Is-Seduta bdiet fl-4.30pm. b'din l-Agenda.

AGENDA

1. Qari u Approvazzjoni ta'Minuti.
2. Materji konessi mal-Minuti.
3. Komunikazzjonijiet (korrispondenza u hlas ta'pagamenti).
4. Komunikazzjonijiet/mistoqsijiet lis-Sindku/ Segretarju Ezekuttiv.
5. Approvazzjoni tar-rapporti Finanzjarji April/Gunju 2006.
6. Tigdid tal-Kuntratt tas-Segretarju Ezekuttiv.
7. Tigdid tal-Kuntratt tad-Deputat Segretarju Ezekuttiv.
8. Drenagg fuq il-blat.

Fil-bidu tas-seduta saret talba mis-Segretarju Ezekuttiv.

1. Qari u approvazzjoni ta' Minuti

1.1 Il-Minuti ta' l-ahhar Seduta gew mehuda bhala moqrija u gew approvati. Wara l-Minuti gew iffirmati mis-Sindku s-Sinjura M.Arrigo.

2. Materji konessi mal-Minuti

2.1 Il-Kunsillier M.Briguglio staqsa dwar '*il-Bicycle lane*'. Is-Segretarju Ezekuttiv wiegeb li l-Awtorita dwar it-Trasport kienet qiegħda tagħmel il-preparattivi meħtieġa biex din issir. Il-Kunsillier M.Debono waqt li kien tkellem mas-Sur Gianfranco Selvaggi u qallu li kien meħtieġ li jsir xi tibdil fl-Avviz Legali biex bicycles jkunu jistgħu jgħaddu minn fuq il-bankini.

2.2 Il-Kunsillier M.Briguglio staqsa dwar *l-skateboarding* insemija f'Minuta 2.5. Is-Segretarju Ezekuttiv wiegeb li huwa tkellem mal-contact person is-Sur Demarco. Dan kien f'kuntatt mal-Perit Ann Casha tal-ministeru tax-Xogħolijiet li kienet qed tagħmel il-pjanti necessarji.

2.3 Il-Kunsillier M.Debono staqsa jekk id-dipartiment tal-Artijiet kienx wiegeb dwar t-talba tal-Kunsill biex jingħata dettalji tal-area li għandhom il-kiosks f'Għar d-Dud u il-Promenade. Is-Segretarju wiegeb li kien rega' kiteb lid-Dipartiment tal-Artijiet u ma kienx hemm twegiba. Gie deciz li għandha issir laqgħa mal-Kummissarju ta' l-artijiet dwar dan.

2.4 Il-Kunsillier M.Briguglio staqsa jekk il-Gate tal-Pebbles kienx tneħħa. Is-Segretarju Ezekuttiv wiegeb li huwa barra li kiteb lid-dipartiment tal-Artijiet u kellimhom ukoll. Wara tawh informazzjoni li dan kien tneħħa' u rega' twaħħal. Id-Dipartiment kien se jerga' jaqilgħu. Gie deciz li jekk dan ma jsirx jinqala' mill-haddienma tal-Kunsill flimkien mal-Pulizija.

2.5 Il-Kunsilliera M.Azzopardi staqsiet meta se jsiru l-pjanti ta' Triq Dingli. Is-Sindku u s-Segretarju Ezekuttiv qalu li kien hemm xi persuni ohra li xtaqu jhawwlu sigar fit-toroq ta' Tas-Sliema. Huwa qal li l-qsari kienu gew ordnati u kienu se jitqiegħdu f'posthom meta jaqleb daqxajn it-temp.

2.6 Is-Sindku s-Sinjura M.Arrigo qalet li *s-Sleeping Policeman* li hemm fi Triq Gafar għandfha titpogga quddiem Nru.37. Dwar dawn *is-Sleeping Policeman* il-Kunsill kien tal-fehma li jitpogge minnhom mill-inqas billi hadd ma riedhom wara biebu u kien hemm specifikazzjonijiet precizi dwar fejn għandhom jsiru.

2.7 Il-Kunsillier M.Debono tkellem dwar il-Cats Cafe' li kien sar fi Għnien Indipendenza wara li saret laqgħa mis-sottokomitati immexxi minnu u mill-Kunsillier M.Briguglio mal-voluntiera li jgħinu f'din l-inizjattiva. Huwa qal li kien hemm bzonn jsiru xi alterazzjonijiet zgħar fosthom li s-saqaf jkun iktar ohxon u ssir perspex fil-gemb tagħha. Kien hemm suggeriment li jsir kontenitur fejn wiehed jista' jhalli xi bottioġiet tal-ikel priservati fih. Il-Kunsill qabel li jsir *Cats Cafe'* iehor in-naha l-ohra tal-Għnien.

3. Korrispondenza u hlas ta' Pagamenti.

3.1 Inqrat ittra li kienet intbghatet lill-Mepa bhala covering letter ma Petizzjoni li kienu għamlu r-residenti dwar il-ftuh ta'Kazin tal-Banda San Girgor fi Triq Isouard kantuniera ma Triq Depiro. Il-Kunsilliera M.Aquilina qalet li għandha titiehed azzjoni għaliex hafna residenti fil-vicin tal-post ma kienux jaqblu ma din it-talba. Deher li l-maggoranza tal-Kunsilliera kienu favor li dan il-permess jingħata għaliex kull banda kellha dritt li jkollha l-Kazin tagħha. Il-Kunsilliera M.Aquilina baqgħet tinsisti li għandna nghatu kaz ta'dak li kienu qed jgħidu r-residenti għaliex ma kienx sew li l-anqas il-*building notice* ma kienet twaħħlet fuq il-post u kien bl-insistenza tagħna li sar dan. Il-Kunsillier M.Debono qal li kellna niktbu lill MEPA biex jgħatuna kopja tad-DPA report. Is-Sindku s-Sinjura M.Arrigo qalet li kellna naslu f'kompromess biex ma jbati u jgerger hadd. Il-Kunsill bagħat il-protesti tar-residenti lill MEPA. Il-Kunsilliera M.Aquilina sekondata mill-Kunsillier M.Debono ipproponiet li wara li l-Kunsill jkun ra d-DPA report jkun jista' jagħmel laqgħa għar-residenti li jinteresshom u magħhom jiddiskuti din il-problema.

3.2 Is-Sindku qrat ittra li giet mogħtija mill-Komitati tal-Banda San Girgor lill Kunsilliera kollha biex il-Kunsill jhallas il-kont tal-Pulizija li kien hemm waqt l-attivita' tagħhom fi Għnien Indipendenza. Dan il-

Pulizija kellu jingieb fuq kundizzjoni tal-Kunsill biex id-daqq jieqaf fil-11.00p.m. (ara minuti seduta 5, min 3.11). Il-Kunsillier M.Briguglio qal l'avolja jhoss li dan m'ghandux jithallas mill-Kunsill, ghal din id-darba il-Kunsill jista' jhallas peress li l-Kumitat tal-Banda ma kienx avzat minn qabel u din kienet l-ewwel darba li l-Kunsill talab din il-kundizzjoni. Biex ma tbaghtix il-Banda San Girgor gie suggerit li l-Kunsilliera johorgu Lm5 kull wiehed biex jithallas dan il-kont. Il-Kunsillier M.Briguglio ma qabilx ma dan ghax qal li mhux sewwa li l-Kunsilliera li kienu qeghdin jahdmu b'xejn jigu mitluba li jhallsu flus biex jithallsu pulizija ghall-kazini. Wara l-Kunsill iddecieda li ghall-din is-sena jithallas mill-Kunsill pero' sena ohra dawn il-flus ghandhom jitnaqqsu minn dak li jghati l-Kunsill lill-baned ghall-attivitatiet kulturali. Is-Segretarju Ezekuttiv qal li huwa jhoss li l-affarijiet ma kienux qeghdin jsiru sew ghaliex huwa kien qed jghati l-istruzzjonijiet tal-Kunsill, jidher ikrah mal-Kumitati tal-baned u wara l-Kunsill jwaqqa' kollox ghax jkollna pressjoni minnhom. Dan ma kienx sew. Ma dan qablet il-Kunsilliera M.Aquilina li qalet li s-Segretarju kien qieghed jaqdi dmiru u biex ma nidhrux koroh qed incedu kollox.

3.3 Il-Kumitat tal-Banda San Girgor ipprezenta kont iehor ta' Lm40 biex jithallas *Highup u wire* ghal-ventijiet tad-dawl li ghamlu mal-Promenade mit-Torri sa Peppi. Dan il-wire thalla mill-festa ghall-ohra u qed jallegaw li gie maqtuh mill-Kunsill meta nzebghu l-arbli tad-dawl. Is-Segretarju cahad dan tant li parti minnu hdejn it-torri dan il-vent kien ghadu hemm. Huwa qal li konna nehhejna parti minnhu ghaliex kien inqata u kien perikoluz u mitluq mas-sigar, diga' fuq hekk kien rraporta il-Kunsillier M.Briguglio li dan il-Wire kien perikoluz. Il-Kunsill iddecieda li jhallas dan il-kont pero' s-Segretarju Ezekuttiv gie mitlub li jikteb lill dawk kollha li jiehdus hsieb l-armor tal-festa li kollox jitneha wara l-festa (nkulz il-ventijiet) ghaliex il-Kunsill ma jidholx responsabbli ghall-hsarat li jsiru matul is-sena. Is-Segretarju talab ukoll li qabel ma jithallas dan il-kont ghandhom jigu moghtija *l-invoices tal-Highup u tax-xiri tal-wire*, biex jkunu jistghu jithallsu.

3.4 Talba mill-Kappillan tal-Balluta biex issir *Zebra Crossing* quddiem il-Kappella tas-Sagrament fi Triq It-Torri ma gietx milqugha ghaliex barra li kienet perikoluza, fil-vicin diga' kien hemm wahda.

3.5 Inqrat ittra mibghuta mis-Sur Louis Abela bhala ringrazzjament ghall-offerta li l-Kunsill ghamel lic-centru ta' l-Azzjoni Kattolika biex jsir is-*Synthetic Turf* fil-ground.

3.6 Talba mis-Salezjani biex is-Sindku tippresiedi '*fBosco Summer School Evenings of Awards 2006*' giet riferuta lill Kunsilliera L.Vella u M.Aquilina responsabbli mill-Kultura billi s-sindku ma setghetx tattendi.

3.7 Inqrat ukoll ittra mis-sur Frank Galea mibghuta lill Awtorita' dwar it-Trasport dwar *reserved parking* tas-Sinjura Y.Grech. Billi din kella garage ma kienitx intitolata ghall-dan il-parkegg.

3.8 Il-Kunsill laqgha t-talba tal-Eurolinks Foundation biex fil-11 ta' Settembru tithawwel sigra fl-okkazjoni ta' Jum il-Paci.

3.9 Il-Kunsillier L.Vella ippropona li tigi nnominata s-Sinjura Helen Abdilla bhala l-Anzjana tas-sena. Il-Kunsill qabel unanimament.

3.10 Talba tal-MEPA biex Portside Lounge jkollu permess gnat-*tkabbir* tal-bankina biex jinhargu mwejjed u siggijiet giet approvata. Il-Kunsillier L.Vella astjena.

3.11 Dwar talba tal-Mepa biex biex f'139, Ta'Bajri, Triq it-Torri, jinhareg permess biex jinhargu mwejjed u siggijiet kellu jintalab iktar taghrif u pjanta ta' l-art li fuqha kien se jsir dan ix-xoghol.

3.12 Offerta ta'Tanti Junior Paradise Gelateria, biex il-Kunsill jinghata Lm200 offerta b'risq d-dustbins fix-Xatt ta'Tas-Sliema ma gietx milqugha billi dan kien qieghed f'post irregolari.

3.13 Talba mid-direzzjoni tar-Razzett ta'hbieberija ghall-stedina lil Kunsill biex jghamel zjara ufficcjali f'dan il-post giet accettata.

3.14 Talba mill-Assocjazzjoni tal-Kunsilli Lokali biex jintbghatu kummenti u proposti ghall-bdil fil-ligijiet kollha relatati ma postijiet ta'divertiment, il-Kunsill ra li jkun jista jghati l-kummenti tieghu huwa meta dawn jkunu pubblici u jistghu jigu diskussi.



3.15 Talba minn Smash T.V. biex il-Kunsill jiehu sehem fil-programm 'Mill-Kunsill' għall-hlas ta' Lm120 + Vat ma gietx milqugħa. Il-Kunsillier M. Debono qal li huwa kien favur li niehdu sehem fi programmi bħall dawn.

3.16 Dwar *traffic calming (Sleeping policeman)* li intalbet mill-Awtorita' dwar it-Trasport, fi Triq il-Kbira il Kunsill qabel li ninfurmaw lill Awtorita' li hadd ma ried din il-kwalita' ta' Traffic Calming wara biebu.

3.17 Talba mill-Awtorita' dwar it-Trasport biex jsiru *Cycle racks* f'postijiet tas-Sliema (Ferries, Qui si-Sana, Għar d-Dud quddiem il-preluna u hdejn It-Torri) Il-Kunsill waqt li jaqbel li għandu jkun hemm dawn *ir-racks* pero' dawn għandhom jitqiegħdu meta jsiru il-*Bicycle lanes*.

3.18 Talba mill-General Cleaners Co.Ltd biex jitwawhlu f'Tas-Sliema *Waste Separation Advertising Bins*. Dwan jistgħu jinkrew mill-Kunsill għall-prezz ta' Lm0.35 kuljum (Lm127.5 fis-sena kull dustbin) li jkun jinkludi it-tindif tagħhom. Il-Hlas mir-reklami jkun nofs bin-nofs mal-Kunsill. Il Kunsill qabel li jkollu dawn ir-recipienti pero' kellna naraw li l-hlas tagħhom jkunx kopert mir-reklami.

3.19 Talba minghand Jos.Vincenti & Co. biex fuq id-Dixs Bar fi Għnien Indipendenza tinbena kamra u fiha jsir projections fuq screen ma gietx accettata mill-Kunsill għaliex tkerrah l-ambjent.

3.20 Inqrat ittra f'isem r-residenti ta' Triq it-Torri, tas-Sliema li qegħdin jilmentaw mill-istorbju li qed jkun hemm fi Għnien Indipendenza waqt li jkun hemm xi attivita'. Uħud mill-Kunsilliera oggezzjonaw għall-dan għax qalu li dak huwa post pubbliku u post li l-iktar jippresta ruħu biex jsiru attivitajiet bħall dawn. Is-Sindku s-Sinjura M.Arrigo qalet li nistgħu l-attivitajiet inqassmuħom f'postijiet differenti biex hadd ma jgerger. Il-Kunsill qabel.

Hlas ta' Pagamenti.

3.21 Il-Kunsill approva l-Hlas ta' pagamenti li kien jkopri Cekk Nru.7881 sa Cekk Nru.7890. Il-Kunsillier M.Debono qal li xtaq iktar tagħrif dwar il-hlas lil Perit A.Bezzina elenkat f'cekk Nru 7926 u f'cekk 7918. Huwa qal li dawn il-kontijiet kienu għoljin u xtaq iktar dettalji dwarhom. Dawn iz-zewg hlasijiet ma kellhomx jingħataw sakemm jsir dan. Wara l-lista ta' Pagamenti giet iffirmata minn zewg Kunsilliera.

4. Komunikazzjonijiet/Mistogsijiet lis-Sindku/Segretarju Ezekuttiv.

4.1 Il-Kunsillier L.Vella staqsa dwar in-Notice Board li kellu jsir fil-Kunsill. Is-Segretarju Ezekuttiv qal li kien talab lid-Design Elements biex jgħamlu disinn tiegħu.

4.2 Il-Kunsillier L.Vella qal ukoll li fi Triq it-Torri hdejn Arcidiacono kien hemm il-bankina miksur. Din thalliet wara li sar il-bini. Kellna naraw minn kien il-kuntrattur biex din tigi rrangata.

4.3 Il-Kunsillier L.Vella qal li fi Triq it-Torri qegħdin nistennew xi disgrazzja għaliex il-bankini jinsabu fi stat perikoluz. Is-Sindku s-Sinjura M.Arrigo qalet li kienet se tindaga meta kien se jibda dan il-progett li kien jinkludi ukoll Triq it-Torri. Huwa qal ukoll li l-lampi dekorattivi li kien hemm mal-promenade kienu f'parrijiet minnhom jehtiegu z-zebgħa. Is-Segretarju Ezekuttiv wiegħbu li huwa kien diga kellem lid-Dipartiment tax-Xoghlijiet dwar dan u qalulu biex ma mmissu xejn għaliex il-Gvern kien qed ifittex lill Kuntrattur għall dawn il-hsarat.

4.4 Il-Vici Sindku s-Sur A.Bonello Dupuis staqsa jekk Polidano kienx qiegħed jhallas tal-hoarding li kien għamel fuq il-bankina fi Triq it-Torri. Huwa nsista li dan jekk mhux qiegħed jithallas, għandu jithallas. Staqsa ukoll jekk għandux garanzija bankarja għax-xogħol li kien qed jgħamel. Is-Sindku s-Sinjura M.Arrigo qalet li kienet se tindaga dwar dan.

4.5 Il-Kunsilliera M.Azzopardi qalet li xtaqet torganizza kompetizzjoni għat-tfal dwar l-Ambjent. Il Kunsill qabel ma dan. Hija qalet ukoll li s-sotto Kumitat tal-Ambjent kien qiegħed jiltaqa' regolari u qegħdin jsiru spezzjonijiet fuq diversi siti differenti f'Tas-Sliema, biex naraw kif jista' jkollna ambjent aħjar. Hija qalet li xtaqet titkellem mal-Maltapost biex tanqas innaddfu il-faccata tal-propjeta' tagħhom li tinsab fi stat dizutti.

4.6 Dwar il-Berga l-Kunsilliera M.Aquilina qalet li kienet il-bogħod għar-residenti u wkoll perikoluza għax qiegħda fi triq traffikuza. Is-Sindku s-Sinjura M.Arrigo qalet li hija kienet talbet lill Ministru tal-

Edukazzjoni Dr.Louis Galea biex jghati lill Kunsill l-ex Librerija fl-iskola Primarja li qiegħda fi Triq Melita għall-uzu ta' Berga.

4.7 Il-Kunsilliera M.Aquilina qalet li kellha lment minghand ir-residenti ta' Triq Viani li s-sigar li jinsabu fil-gnien ta' wara l-Knisja ta' L-Inglizi li kienu kbar qed jghamlu hsara lill bini tagħhom. Dwar dan diga' konna kellimna lill min jiehu hsieb il-Knisja. Hija qalet ukoll li t-telfon li hemm mal-Għassa tal-Pulizija ma kienx qiegħed jahdem.

4.8 il-Kunsillier J.Galea qal li xtaq li jghamel Kumitat għas-Sidien tal-hwienet biex jkunu jistghu jahdmu flimkien anke biex fil-Milied jkun jista' jsir xi tizjin. Is-Segretarju Ezekuttiv qal li l-Kunsill diga' kellu sotto-Kumitat bħall dan imma ma rnexxix għax tal-hwienet kollox b'xejn riedu u ma jistax jkun li l-Kunsill għamel tajjeb għalihom. Huwa wera ukoll diversi ritratti dwar sinjali u tabelli li għandna fit-toroq u li jehtiegu jigu rrangati. Is-Segretarju Ezekuttiv qal li taht it-torri u taht peppi kien hemm zewg skips li wahda minnhom kienet tinten. Dawn kellhom jitnehew.

4.9 Martin Debono staqsa dwar il-Mera li kellha titwahhal hdejn l-Harley's Pharmacy fi Triq Dingli. Is-Sindku u s-Segretarju Ezekuttiv qalu li kienu ppruvaw fejn tista' tehel din il-mera imma ma nstabx post addatat. Gie suggerit li Triq Natalie Poutiatine issir 'one way' l-isfel. Kellna nitolbu lill-Awtorita' dwar it-Trasport għall-dan il-permess.

4.10 Il-Kunsilliera M.Aquilina staqsiet x'kien ser jsir ix-Xatt nhar is-Sibt. S-Segretarju Ezekuttiv qal li kien se jsir programm tal-PBS *fil-Pjazza tar-Rahal* min *'Where's everybody'*. Kif jsir s-soltu dawn jitolbu permess u jekk jista' jingħata. Hija qalet li permessi bħall dawn għandhom jkunu jafu bihom. Is-Segretarju Ezekuttiv qal li huwa kien talab lis-Sindku x'se jagħmel u din qabliet li dan il-permess jingħata. Is-Sindku kkonfermat dan u skuzat ruhha jekk ma informatx lill kulhadd. Il-Kunsill iddecieda li mill-lum il-quddiem permessi għall-attivitajiet f'Tas-Sliema għandhom jaslu fil-Kunsill hames gimghat qabel l-attivitajiet biex il-Kunsilliera jistghu jkunu mgħarrfa. Kellu jsir ukoll avviz fuq il-gazzetti dwar dan biex il-pubbliku jkun infurmat.

4.11 Il-Kunsilliera M.Aquilina qalet li hdejn ix-Charella Guest House kien mehtieg li ssir Zebra Crossing minhabba li l-anzjani ma għandhomx min fejn jaqsmu. Kellna niktbu lill-Awtorita' dwar it-Trasport dwar dan.

4.12 Il-Kunsillier N. Dimech qal li fuq il-Parapett tal ex-Army & Navy Bar kien hemm tankijiet tal-Gass li jistghu jkunu ta' periklu. Il-Kunsillier M.Briguglio qal li xtaq jkun jaf x'sar mis-Sanita' dwar it-tankijiet tal-gass fil-Mozarella Restaurant taht appartamenti residenzjali. Il-Kunsill ser jikteb lill Health and Safety Unit, lis-Sanita, u lill-MEPA dwar dawn il-kwistjonijiet.

4.13 Il-Kunsillier N.Dimech qal ukoll li l-bankini kienu mehudin bl-imwejjed u s-siggijiet u n-nies ma kellhomx min fejn jimxu. Ghalkemm għandhom *l-istuds* dawn kienu għalxejn. Il-Kunsillier M.Debono issugerixxa li jsir pavimentar differenti li awtomatikament johloq il-periferija fejn dawn l-imwejjed għandhom jinhargu. Din kienet edeja tajba u meta jsir il-progett tax-Xatt stajna nghamlu dan is-suggeriment. Gie deciz li ssir laqgħa mal-MTA u d-Dipartiment tal-Artijiet dwar dan.

4.14 Il-Kunsillier M.Debono qal li l-Awtorita' tal-Ippjanar jmissa tagħti kopja tal-*Local Plan* lill Kunsill. S-Segretarju Ezekuttiv qal li dan ma ridux jghamluh għaliex dan qiegħed fuq il-Website. F'dan il-kaz jekk ma nistghux nghamlu kopja mill-Website nixtru kopja għall-Kunsill. Gie deciz ukoll li l-Kunsill jittob lill MEPA li jkollu *presentazzjoni* ta'dan il-*Local Plan* fl-Ufficcju tal-Kunsill

4.15 Is-sindku s-Sinjura M.Arrigo semmiet ix-xelter li hemm miftuh fi Triq Dingli. Hija qalet li kellha diversi lmenti dwaru. Kellna nkellu lill Perit Edward Said biex naraw x'kien qiegħed jghamel fuq dan il-progett u jekk ix-xogħol kien wieqaf jitnehha l-ingombru li hemm u jitgħatta b'ghatu tal-hadid. Biex jigi restawrat dan ix-xelter tista' tintalab għajruna mill-Unjoni Ewropeja.

4.16 Il-Kunsillier N.Dimech qal li s-Salezjani kienu se jghamlu xi attivitajiet għat-tfal u għaz-zagħzagħ u xtaq li l-Kunsill jissponsorja xi T-Shirts. Il-Kunsill qabel ma dan pero, kellha tingieb quotation.

5. Approvazzjoni tar-Rapporti Finanzjarji April/Gunju 2006.

5.1 Is-Segretarju Ezekuttiv u Kap Finanzjarju tal-Kunsill ressaq għall-approvazzjoni r-rapporti Finanzjarji għax-xhur April/Gunju 2006. Il-Kunsillier N.Dimech responsabbli mill-finanzi ta' spjegazzjoni dettaljata ta' dawn ir-rapporti. Jidher li l-qagħda finanzjarja tal-Kunsill kienet wahda normali. Wara il-Kunsill approva dawn r-Rapporti

6. Tigdid tal-Kuntratt tas-Segretarju Ezekuttiv.

6.1 Is-Segretarju Ezekuttiv qal li l-Kuntratt tiegħu kien se jagħlaq fis-18 ta' Frar 2007. Huwa kien se jagħlaq il-wiehed u sittin sena fit-13 ta' Marzu 2007. Huwa kien kuntent jahdem fil-Kunsill u xtaq jkompli ftit iehor. Il-Vici Sindku qal li huwa jhoss li l-Kuntratt tas-Segretarju Ezekuttiv għandu jigi mgedded għaliex matul s-snin kien leali lejn il-Kunsill u hadem kemm felah u rizultat kien qiegħed jarah kulhadd. Mieghu qablu l-Kunsilliera M.Aquilina, L.Vella, M.Briguglio. Is-Sindku qalet li kienet mahsuda b'dan l-item tal-agenda u xtaqet li tikkonsulta ftit ruhha, għax mhux sewwa nitkellmu f'wicc s-Segretarju. Is-Segretarju Ezekuttiv oppona għall-dan għaliex dak li kellu jingħad għandu jingħad fil-miftuh quddiemu. Hu ma setax jhalli l-Kunsill skond il-ligi. Hu qabel ma poggja dan l-item fuq l-Agenda kien informa lis-Sindku. Is-Sindku qalet, niltaqghu u niddiskutu. Il-Kunsillier M.Briguglio qal li huwa ma kienx jaqbel ma laqgħat mhux ufficcjali, dak li kellu jingħad kellu jingħad fil-Kunsill. Huwa kien kuntent bis-Segretarju u jekk sa noholqu problema amministrattiva bħall ma kellna se nharbtu l-Kunsill. Mieghu qablu l-Kunsilliera L.Vella, A.Bonello Dupuis, u M.Aquilina. Dan l-item thalla għall-decizzjoni f'Seduta ohra.

7. Tigdid tal-Kuntratt tad-Deputat Segretarju Ezekuttiv.

7.1 Skond item sitta tal-Agenda il-Kunsill kien se jiddiskutu ukoll dan il-Kuntratt, imma il-Kunsilliera M.Aquilina qalet li anke dan il-kuntratt jigi mgedded f'Seduta ohra. Il-Kunsilliera M.Aquilina qalet li hija għandha rispett kbir lejn l-istaff kollu għax kulhadd kien qiegħed jghamel dmiru. Is-Segretarju Ezekuttiv qal li d-Deputat Segretarju hija il-*backbone* tal-Kunsill. Il-Kunsill qabel ma dan. Decizzjoni titiehed f'Seduta ohra.

8. Drenagg fuq il-Blat.

8.1 Il-Kunsillier M.Briguglio qal li kien jehtieg jsir xi haga biex d-drenagg li kien dejjem hierieg fuq il-blat u kien qed johloq inkonvenjent bl-irwejjah u n-nemus għandu jispicca darba għall-dejjem. Is-Segretarju Ezekuttiv qal li ftit tal-gimghat ilu kien hemm l-istess problema u kien mar mal-forman tad-distrett fuq il-post. Wara kien tnaddaf il-main sewer u dan is-seepage waqaf. Il-Kunsill iddecieda li jittlob laqgħa mad-Direttur tad-Dipartiment tad-Drenagg u ma l-Awtorita' dwar it-Turizmu biex dan l-inkonvenjent jkun solvut darba għall-dejjem.

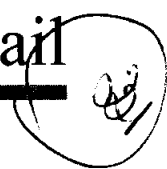
Is-Sindku għalqet is-Seduta fis-7.30p.m.


Lino Bartolo
Segretarju Ezekuttiv


Marina Arrigo
Sindku.

DOK A.

Mail



Received mail: minutes

Sender: Marina Arrigo
Recipient: Sliema Local Council at DLG
Sent: 16/09/2006 18:00

althea,
please pass on to lino.

====

punt 2.6 trid tinbiddel hekk:

is sindku sinjura m arrigo, fuq talba tar resident li jghix 37 gafar street, fejn ga hemm sleeping policeman antik, dan is sinjr staqsa li peress din hija mkisra , jekk il kunsill se jkun se jibdilha, allura , jaghmilha minn dawn il godda tal rubber/plastik. il kunsill accetta
4.15

is sindku sinjura m arrigo semmiet ix xelter li hemm miftuh f dingli circus, li fuqu rceviet hafna ilmenti. hi ga tkellmet mal perit edward said , biex tiehu l ahhar informazjoni fuq il progett. perit said jixtieq li il kunsill jghinuhom ghalix huma m ghandhomx fondi biex ikompluh. il kunsill ddeccieda li jitnehha l ingombri li hemm, u jitghatta b ghatu tal hadid. il kunsill ghandu jitiob ghajnuna fimnanzjarja mill EU. is sindku kellha tinforma bil miktub lil perit said b dan.

4.10

is sindku wara li spjegat li l attivita ma kientx se ssir fil carpark tax xatt , izda f ghar id dud , wara il gabbana ta tanti. is sindku assumiet ir responsabilita ta dan. [delete the words skuzat ruhha jekk ma infurmatx il kulhadd], these are to be put after is sindku kkonfermat dan....

6.1

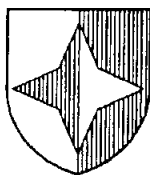
is sindku iccarat li is segretarju infurmha biss il gimgha. b 'dan il item. .

please make sure that you arrange them , as above

thanks
marina

Marina Arrigo
Mobile: (+356) 79498539

Email Disclaimer: <http://www.robertarrigo.com/emaildisclaimer/>



KUNSILL LOKALI SLIEMA LOCAL COUNCIL

Depiro Street, Sliema SLM 04, MALTA
☎ (+356) 21 33 76 33 Fax: (+356) 21 34 53 33
e-mail: sliema.lc@gov.mt

Please quote reference

Our ref : SLC/lb/133/06

2 ta'Awissu 2006.

Minuti tal-laqgħa li saret nhar l-Erbgha 2 ta'Awissu 2006 fl-Ufficcju tal-Kunsill Lokali Sliema, Triq Depiro, Sliema fl-4.30p.m.

Prezenti : Għall-Kunsill, S-Sindku s-Sinjura M.Arrigo, il-Vici Sindku A.Bonello Dupuis, u l-Kunsilliera s-Sinjura M.Aquilina, M.Azzopardi, M.Briguglio, M.Debono, N.Dimech, L.Vella, .

Għall-Kunsill ukoll il-Perit Anthony Bezzina u l-Avukat Dr. Ivan Gatt.

L-AGENDA tal-Laqgħa kienet dwar ir-rapporti tax-Xogħolijiet li saru minn Polidano Bros dwar xogħolijiet ta'Patching f'diversi toroq, kif ukoll dwar ix-xogħolijiet ta'bankini u tarmak li saru fi Triq Għar d-Dud u Triq Rudolfo.

Saret diskussjoni fuq r-rapporti li pprezenta l-Perit Anthony Bezzina mqabbd mill-Kunsill fejn elenka n-nuqqasijiet li saru fix-xogħolijiet kif ukoll ta' dettalji tat-tnaqqis fi flus għax-xogħolijiet li saru hziena. Huwa qal li l-ahjar haga' kien li dan ix-xogħol jerga' jsir mill-gdid pero' kien impossibli li terga' taqla dawk it-toroq. F'Rigward qisien ta' tarmac dan kien stipulat għalix ittiehdu *core holes* fejn gie ndikat l-gholi tat-tarmak li sar fit-toroq. Ir-rapporti kienu sostnuti b-ritratti.

Il-Kunsillier M.Debono qal li huwa kien ra fid-dettal ir-rapporti kif kien imqabbd mill-Kunsill biex jghamel. Huwa qal li l-Kunsill kellu d-dover u l-obblogu li jimxi fedelment mal-offerta li kien xehet Polidano. Barra minhekk billi il-Kunsill kellu periti mqabbdin mieghu biex jiehdu hsieb ix-xogħol biex ma tinkisix l-etika professjonali kellhom jithallsu tax-xogħol li kienu għamlu. Dan kella jsir skond it-tariffa K, li kienet tikkontrolla il-hlas tal-periti. Huwa ipprezenta rapport bil-dettaljat fuq dawn ir-rapporti. (ara dok "A")

Sar kumment generali li dawn il-periti kellhom responsabbilta' għax-xogħol li sar, li huma kienu kejju biex jithallas bi prezz ta' xogħol tajjeb. Għalhekk gie deciz li l-Kunsill jhallas lill dawn il-periti għall-hlas dovut lilhom u wara li jkunu iccertifikaw ix-xogħolijiet li għamel Polidano.

L-Avukat Dr.Ivan Gatt qal li l-Kunsill ried joqghod attent hafna li jimxi mal-offerti li kellu l-kuntrattur. Jekk dan ma sarx allura il-Kunsill kellu dritt li jnaqqas mill-hlas dovut. Huwa qal la l-Kunsill kellu rapporti professjonali jrid jimxi magħom għalix il-Kunsill kien qiegħed jamministra flus pubblici.

Gie deciz ukoll li ssir laqgħa mal-Perit Joe Cachia ta'Polidano Bros fejn il-Kunsill juri r-rapporti li għandu u nitkellmu mieghu dwar dan.

Il-Kunsillier M.Briguglio qal li jhoss li la l-Kunsill għandu dawn ir-rapporti professjonali għandna noqgħodu magħom jghid x'jghid il-Kuntrattur., u l-Kunsill għandu jhallas kif hemm stipulat fihom. Is-Seduta għalqet fis-6.00p.m.

"Perit A"

Preliminary Report

Analysis of reports commissioned on works done on resurfacing and patching works.

Introduction:

Reference is made to the last council meeting where the SLC requested me, as councillor responsible for roads and pavements, to interpret and advise on the reports submitted by Perit Bezzina on works done by the period contractor, Polidano Brothers.

This preliminary report is also being given to the Mayor who is also responsible for pavements and road works in Sliema.

The interpretation and suggestions are being directed to the council and are to be discussed in a purpose meeting on the subject.

Intent

The intent of the exercise is to find a permanent solution for the problem being presented by the executive secretary regarding the works alleged not done correctly by the contractor.

Reservation

As stated in the past council meetings, I did not approve of the appointment of another architect, Mr. Bezzina, to recertify and do again the architectural certification that were already done by the council's architect Mr. Spiteri. This could be a breach of Periti Law Ethics.

Synopsis of problem

The reports submitted have advised the council to deduct the sum of LM63,650.27 on the basis of the assumptions and recommendations in the said two reports dated both July 2006 and submitted in the council meeting of July 2006.

The reports submitted by Perit A. Bezzina are to be referred to as the Bezzina reports while the reports and certification submitted by Joseph Henry Spiteri. Architectural, Engineering and Management Services are referred to as the Spiteri reports.

Recommendation

While commending the new 'Bezzina' thorough reports, it seems that the reports have not been compiled in accordance with the respective conditions in the contract between the Sliema Local Council and contractor, Polidano.

There are items that seemed to have been tackled in a logical manner while other recommendations are dangerous and could lead the council to litigation without much argument in the council's favour.

The decision to employ a rival of the contractor, Bitmac, to undergo issuing testing samples to the council makes one feel uncomfortable as both Bitmac and Polidano compete for similar work.

Contract condition 2.31, stipulates that on instruction from the project manager, the period contractor himself shall provide the equipment and supply the samples for testing as required. To engage a rival of the contractor to provide the samples is not in accordance with the contract.

If the contractor did not provide samples then the administration's decision to get a third party to issue samples would have been justified, as it is, the council may have breached the contract.

The dismissal of the original architect 'Spiteri'

The dismissal of the original architect by the local council goes against the recommendation of the Bezzina report: 'It is to be understood that the Local Council architect & civil engineer cannot be penalised for sub-standard work carried out by the contractor'

This is in contrast with the findings of the same report suggesting that the council should pay LM63,650.27 less than what the original architect certified.

Not only did the council, by majority voting, penalise the architect, but the council dismissed him and held up his payments.

I would like to stress the fact that I was not party to this decision and neither to the council decision to employ another architect before the first architect was paid and his work concluded.

I assume that Mr. Spiteri work has been concluded and all his dues paid in accordance with his contract.

Problems with the reports

I believe that there are the serious flaws in the 'Bezzina' reports.

Deducting or altering rates

The concept of a deduction of the contract amount or rate is **not** in accordance with the agreement between the council and the contractor, while the concept of correcting any work which proves to be defective is present in the contract.

This concept of deduction although practiced, seems to be illegal as the rates and conditions of contract cannot be altered after the public tender is awarded.

One can not deduct an amount of money or change the tender rate unless there is an obvious mistake or an omission in the bill of quantities or certification. (Tender condition:1.26)

The tendered rates shall be fixed rates (Tender condition: 2.08)

The contract stipulates a 'defects liability period' to correct the alleged 'works not done in accordance to the contract'.

If work is defective, the contractor should be allotted a time period to correct the defective works, this is the reason why there is a 'defects liability period'. If the works cannot be corrected, they should be replaced.

The defects liability period starts on the day of 'practical' or 'substantial completion' or on 'acceptance of work'. This is the day that the works are completed and can be utilised for their intended use. This does not mean that they are without defects.

If the work is not up to standard a reduction of a percentage of the price does not bring up the work to standard. If the council has to redo the work which is allegedly 'not up to standard' than the council would be paying a further 100% for the work to be redone.

1. Therefore one has to ascertain if the works are good enough for their intended use or not.
2. If they can be remedied to be brought up to the required standard

3. If what the council is terming as 'the standard required' actually is in accordance with the contract signed between the council and the contractor and specified in the respective contract documents.

The contract specifies the retention money consisting of a percentage of about one tenth of the total cost, is not paid to the contractor until the works are done in accordance with the contract.

If there is defective work then:

1. Has the Contractor been given a defect list or a snag list to correct?
2. Has the council agreed a time period to remedy the works?
3. If the contractor was given a list, why was this list presented at council?
4. Has the contractor refused to do remedial works?
5. Have any remedial works started?
6. How much of the list has been remedied.

If the contractor has not been given a defect list then it could be the case that the project management and administration of the council are not doing their work correctly.

During the past council meetings, some councillors complained about 'obvious defects' in the work.

- Has this been communicated to the contractor in writing?
- What was his reply?

The defect liability period is progressing as the works have reach substantial completion or practical completion, many months ago.

If the snag list was not given to the contractor, than, in accordance with the contract, the contractor could assume that there were no defects in the work.

The council architect or council should have advised the contractor of the alleged 'defective' work, during the course of the works as stipulated by the contract. If this was not done, this would be another serious shortcoming on the project management or council administration. (Tender condition: 2.16).

The council also had the power to stop work, if this was defective, has this ever happened? (Tender condition: 2.37) If the council realised that the work being done was allegedly not up to standard and did not stop the contractor because of a feast or election then this has to be addressed.

Was the contractor's work placed under undue pressure because of ulterior reasons, such a feast or a council election.

Quoting contract conditions not in contract.

The tender document and agreement between the contractor and the council needs to be updated. Whoever issued the tender should check its contents more carefully.

Unfortunately, it seems that the tests quoted under the ADT do not form part of the tender. One does not find the ADT in the any contract documents.

The tender condition is that the works are carried out in accordance with specifications as issued by the *Department of Roads*, which now does not exist. The tender does not state that the work has to be in accordance with ADT specifications.

Although the intent is there, I do not think that it is legally binding.

ADT Tests

Although it is not specified that the works are to be in accordance with the ADT as the contract specified otherwise, an analysis of the much discussed test results is warranted.

The tests by ADT consisted of 8 separate tests results.

- 5 tests seem to have passed. (Tests 1,2,3,6,7)
- 1 test was not done and is inconclusive (Test 8)
- 2 tests seems to have failed. (Test 4 and 5)

Test 4

The two tests that have failed include one test (test 5) this consists of two tests where according to Dr. Klaus Muller the first part of the test passed while the second part of the test did not.

In the second part the average measurement was 5.9% the tolerance being +or- 5%.

With the tolerance the value reaches 6.4% where the requirement was 6.5%.
The average variance being 0.1%.

In my opinion this is negligible as experience teaches us that unless one takes a grid structure with numerous samples, a variance of 0.1% will easily be incurred.
The Bezzina report concluded that this test result was 'very near'.(9.02)

Test 5

In test 5, the tests results did not meet the ADT criteria. This time the mix design is totally different and the tests vary between 3.9% to 8.8%.

This test result should be discussed with the main contractor. Different mix designs are appropriate for different application. For example one that has a hard wearing course could also render the road slippery after time, one has to establish the reason for the mix used and if this is not acceptable, the way forward to remedy the situation. A price reduction is not the answer, the correct mix application for the respective use is.

Retention Fees

The retention fees were deducted again after the 'reduction' exercise. The retention fees are in accordance with the defect liability period. Does this mean that a further defects liability period has now been introduced to the tender documents.

The retention fee is payable after the defects have been corrected. If one comes to an agreement which is not as specified in the contract, how can one then apply contractual conditions?

Quality assurance plan and check lists.

The suggestions that a testing and quality assurance plan and check lists be prepared seems to be a very good practice but was this was not in the contract? This should be incorporated in future contracts but cannot be quoted in this case to the respective contractor.

Total Deduction

Items such as the Water Stop Cocks were given a 100% reduction and removed completely from the bills of quantities. The architect has confirmed that the work was already paid by WSC.

Copies of the receipts of the payments that the Bezzina report is referring to should be immediately obtained from Water Services Corporation. When these receipts are received then the contractor should be asked in writing to explain in writing why this was included in the bill.

Bezzina report should include the source that confirmed that this work has already been paid for verification.

Conclusion

The Bezzina report is a report based on site visits to detect defects by Perit Bezzina and the Sliema Local Council executive secretary (Page 4 of 8, 'Patching works appraisal').

Has the executive secretary done similar site visits exercises with the council contractor.

If listed and brought to the attention of the main contractor, many of the minor defects that make up the majority of this report might have been attended to, in accordance with the contractual obligations on the contractor.

Had the council period contractor, Polidano refused to remedy a defects list than the course of action taken by the council to penalise the contractor might have made sense.

When I was give the report, during the last council meeting, I did not understand how there could be a difference of LM63,650.27 in certified work between the 'Spiteri' report and the 'Bezzina' report.

On examining the report, I could not helping noticing that the contractor is not being given the chance to fulfil his contractual obligations instead the proposal is an exercise to penalise the contractor.

The council is not there to penalise contractors but to force them, at all costs, to stick to their respective contractual obligations.

The objective or concept of the Bezzina report to reduce the payment and accept any alleged bad workmanship is totally wrong.

The council demands good workmanship that is being paid out of the citizens taxes. It does not want to negotiate any alleged bad workmanship.

The contractor has to fix and deliver his obligations under the contract while the council will pay for the service as agreed in the legal contract.

Recommendations:

I recommend the following:

1. An Architectural firm preferably those who are now acquainted with the works should put together a defects list based only on the respective contractors obligations under the contract. Nothing else should be added. No persons affiliated or in any way associated with the council contractors rivals should be considered. A site visit incorporating people present in this meeting and the contractor's representative would compile the visual snag list or defects list.
2. No reduction or rationalisation of the contract to be done. The council shall pay what is due in the contract and the contractor shall deliver everything as specified in the contract.
3. Contractor should be given enough time to correct any defects. In accordance with the contract conditions. Most of the items in the adjusted or reduced bills can be remedied.
4. Payments should be brought up to date, excluding the retention money during the defects liability period and the contention items that might not be possible to remedy. (Tender condition 2.17)
5. Where work cannot be fixed, it has to be replaced.
6. The bills of quantities in the Bezzina reports show that the large majority of alleged defective works can be fixed and remedied by the contractor. If we had to get others to fix the works the rates could be much higher than the 2004 tender.
7. The project management fees should be deducted as per contract conditions. These should have been deducted by the council's project management in the certification of works not by the contractor after the certification of works. This is in accordance with the contract conditions.
8. If the contractor does not fill his obligations in accordance with the contract then contract condition 2.46(c) be enforced. That is that another contractor is employed and the expenses be deducted from the contracted price.

Immediate Recommendation

These are urgent works that need to be done as soon as possible.

1. Site visit to check the visible defects, similar to the site visits done by the executive secretary and Perit Bezzina. The contractor and Sliema councillors should also attend and participate in the exercise. This will compile a visual defect list.
2. A meeting with councillors, council secretary, council architect and the contractor to determine the ratification of the alleged defects that can only be ascertained by laboratory tests results.
3. After the above, a detailed plan with dates of completion for all defects in the works.

The three 'Immediate Recommendation' items above should be ready by the next council meeting.

I have spent much time compiling the report in order for the council to be able to move forward.

I am sure that all the Sliema Councillors want what is best for our hometown and want that our very limited allocation to be spent wisely.



Martin De Bono A & CE
Sliema Councillor.