

**TOWN OF EAST WINDSOR  
BOARD OF SELECTMEN MINUTES  
July 3, 2007**

I. TIME AND PLACE OF MEETING

Mr. Filipone called the meeting to order on Tuesday, July 3, 2007 at 7:30 p.m. at the East Windsor Town Hall

II. ATTENDANCE

Edward Filipone, First Selectman  
Kenneth Crouch, Deputy First Selectman  
Thomas Sinsigallo, Selectman  
Gil Hayes, Selectman  
Mark Simmons, Selectman

III. ADDED AGENDA ITEMS

**MOTION: To add the following agenda item: Section X New Business, Item F  
Unbudgeted Salary Stipends and Increases for Elected Officials.  
Made by Mr. Sinsigallo, seconded by Mr. Crouch**

**ALL MEMBERS IN FAVOR. MOTION CARRIED.**

IV. PREVIOUS MINUTES

A. Regular Meeting Minutes of June 19, 2007

**MOTION: To accept the regular meeting minutes of June 19, 2007 with the following  
correction: Page Three, Selectmen Reports, E. Mark Simmons, Selectmen, in  
the Park and Recreation Section “[t]he Commission would like to *discuss* how  
the lease....”**

**Made by Mr. Sinsigallo, seconded by Mr. Simmons**

**ALL MEMBERS IN FAVOR. MOTION CARRIED.**

V. PUBLIC PARTICIPATION

\*At the end of the meeting Donald Arcari asked to speak – although the public participation portion of the meeting was already held, the Selectmen let him speak. He indicated that he was before the Board several meetings ago about the barbed wire along his property and wanted to know what, if any action had been taken. He finished by stating that if anyone gets hurt as a result of the barbed wire, he would bring a lawsuit that would include the town and each Selectman individually.

**MOTION: To go out of agenda order to New Business, Item A.  
Made by Mr. Crouch, seconded by Mr. Simmons**

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**ALL MEMBERS IN FAVOR. MOTION CARRIED.**

New Business A: Attorney Bruce B. Barth/Discussion of Pension Plans

Attorney Barth and Mary Szabo, Treasurer, came before the Board to discuss this item. They reminded the Board that consultant Linda Savitsky was hired to unbundle the Mass Mutual because the contract agreement for the union went to defined contribution instead of defined benefit. The schedule is critical; therefore the item is on the agenda for tonight's meeting. This draft reflects the two collective bargaining agreements of the police and public works and is effective July 1. Attorney Barth indicated there is one change to the draft that it is now a calendar year (January to December). This plan needs to be approved by the Board of Selectmen then advance through the process as per State law.

If the Pension Board goes with the company ING all record keeping and investments are done through the company – the treasurer or HR has the responsibility of making sure the contribution amounts are right. The existing Pension Board could be in place with this plan, there is no conflict. Attorney Barth indicated that the vesting schedule was never formally set in the plan. The employee is vested from day one, the employer can vest anytime – the vesting schedule proposed in the plan was felt to be fair to the Board and remained in place. Once the plan is adopted, if the Board has amendments it can be done at Town Meeting. The Plan is designed so it can adopt other entities in the future. Mr. Filipone inquired if the Board needed more time to review the document or was ready to act at this meeting. The consensus was the Board could act at this meeting.

**MOTION: To approve and send to Town Meeting the proposed Defined Contribution Plan as set for by Attorney Bruce B. Garth of Robinson and Cole to be effective July 1, 2007, with the change made that the Plan will run on a calendar year – January to December.**

**Made by Mr. Sinsigallo, seconded by Mr. Hayes**

**ALL MEMBERS IN FAVOR. MOTION CARRIED.**

**MOTION: To return to agenda order**

**Made by Mr. Crouch, seconded by Mr. Sinsigallo**

**ALL MEMBERS IN FAVOR. MOTION CARRIED.**

**VI. COMMUNICATIONS – The following items were for the Board's information and briefly reviewed:**

- A. CCM/Impact on East Windsor
- B. Connecticut Labor Force Data/May 2007
- C. June 20, 2007 Meeting Notes on the Broad Brook Mill Site
- D. Karen W. Gaudreau, Town Clerk
  - Connecticut Town Clerks' Association \$100.00 Scholarship award
  - NEMCI&A \$614.00 Scholarship award
- E. Mary Higgins/Connecticut State Certification as a Town Clerk
- F. Department of Social Services letter regarding Elizabeth Burns

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VII. SELECTMEN'S REPORTS

A. Edward Filipone, First Selectman

- Today a P.O. was issued on the new fire truck – the contract has been signed with the manufacturer and a performance bond is in place. The new truck will arrive in 6 to 9 months.
- Last Friday the State bond for \$3.9 million was approved for Millbrook and \$14,500 for the Warehouse Point Library lead abatement.
- The Tax Collector got a late start on the tax bills – all motor vehicle, personal property and real estate taxes were put in the mail today.
- The Board of Finance made a math error at their last meeting on an added appropriation (\$5,613.97). He has emailed the Chairman to determine what will be done – he has not heard back as of yet.
- New hires – there have been 5 applications to fill the ZEO/Asst Town Planner position (salary \$45K - \$50K) and four applications for a Senior Center driver.
- The joint meeting between the Veterans Commission and Cemetery Association solutions and ideas are still in the works on how the procedures to maintain flags in the cemeteries.

B. Kenneth Crouch, Deputy First Selectman – No report

C. Thomas Sinsigallo, Selectman

- On July 14, 2007 at the High School there will be an awards ceremony for the Police Department. The Chief would like Selectmen to attend, if possible.

D. Gilbert Hayes, Selectman – No report

E. Mark Simmons, Selectman

- Planning and Zoning – the public hearing regarding NORCAP project was completed – a decision will be made within 65 days.
- WPCA – at the meeting they reviewed their budget and were in good shape.

VIII. BOARD AND COMMISSION RESIGNATIONS & APPOINTMENTS

A. Resignation: none

B. Re-Appointment: none

C. New Appointments, Applications to be considered: none

D. Vacancies: Attachment

IX. UNFINISHED BUSINESS

A. Broad Brook Police Sub Station

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Mr. Filipone provided the Board with the results of his inquiries at local Broad Brook business vacancies. The site of Elaine's Pizza was \$900 a month, including heat. The owner was not interested in leasing to the Police as they will have a full bar service and felt a police department next store would deter business. The vacancy in the plaza where the former substation was is at \$850 month, but the owner felt the same, that a police station would deter business from restaurant. The building next to Alfred's Breakfast was vacant – the first floor is available, approximately 600 square feet at \$500/month plus utilities. The Board indicated the Police do not have money for this project in their budget, but if the Board of Selectmen recommends it the Police can find the monies in their existing budget, or go for an added appropriation. The amount will be in the arena of \$12K - \$15K. The Board discussed the idea of a substation in Broad Brook.

The consensus of the Board was that this is a good idea and recommended that the Police Commission pursue this.

B. Ordinance Regulating "The Use of Recreational Vehicles

Ms. Yosky came before the Board. She spoke with the Chief and he felt this ordinance was fair to bikers and was enforceable.

**MOTION: To send the Ordinance Regulating "The Use of Recreational Vehicles" to public hearing, date to be set by the First Selectmen's office.**

**Made by Mr. Crouch, seconded by Mr. Sinsigallo**

**ALL MEMBERS IN FAVOR. MOTION CARRIED.**

C. Scott Thomas re: Request to pass Ordinance to permit a property tax exemption for Photovoltaic Solar Electric Systems on Private Homes

Mr. Filipone indicated that the State amended the State Statute – it is mandatory towns give rebate/tax break. The Assessor talked with other towns on this issue and it has not been determined if this adds value or takes away value from a property. The Assessor will include this in the assessment of the house, but at a zero value. No action is needed by the Board of Selectmen and Mr. Thomas has been advised.

D. \*Proposed Fines Ordinance (*Sent to Town Attorney*)

E. \*Adult Day Care Transportation

X. NEW BUSINESS

A. Attorney Bruce B. Barth/Discussion of Pension Plans – **addressed previously in the minutes out of order.**

B. Melissa Green Director of Parks and Recreation/Re: Signage Funding

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Ms. Green came before the Board with an update on the Basketball Championship Tribute. She showed the Board one of the rings purchased, which was paid for by donations. Also there will be a plaque in the high school with names of \$100 or more contributions. She also provided the Selectmen with a copy of the video of the Championship Game. There is also a copy in both libraries. The idea of a sign stating "Home of the 2007 Class S State Championship Boys Basketball Team" was discussed, including proposed locations and cost estimates to date. Ms. Green will come back to the Board with three specific bids for a sign, so the Board can have exact figures when discussing this item.

**C. East Windsor Ambulance Association Contract Renewal**

Mr. Filipone has talked with Tom Clynch – the \$125K is in the budget and there are minor changes to the contract to reflect date changes. The East Windsor Ambulance Association Inc. will be added to the title of this document.

**MOTION: To allow the First Selectmen to sign the contract for "East Windsor Ambulance Association, Inc. Contract for Ambulance Services" as presented and attached hereto.**

**Made by Mr. Sinsigallo, seconded by Mr. Hayes**

**ALL MEMBERS IN FAVOR. MOTION CARRIED.**

**D. Code of Ethics**

Mr. Filipone indicated this has been distributed to the appropriate persons with a request that it be turned into the Selectmen's office by July 31.

**E. Cancellation of July 17, 2007 Board of Selectmen's Meeting**

**MOTION: To cancel the regular Board of Selectmen's meeting on July 17, 2007.**

**Made by Mr. Sinsigallo, seconded by Mr. Crouch**

**ALL MEMBERS IN FAVOR. MOTION CARRIED.**

**F. Unbudgeted Salary Stipends and Increases for Elected Officials**

Mr. Filipone received a call from the Treasurer that there was a problem because funds for the Selectmen stipends and increase to the Registrars are not in the budget. Mr. Filipone contacted the Town Attorney and provided the Board with his response dated June 29, 2007. In sum the Board has no authority to allocate funds because the Town approval of the budget was without the stipends or increase.

Mr. Filipone had two trains of thought – he felt it was inappropriate for the BOF to do what they did – there are two options, either continue with the requested added appropriation or rescind the previous motions made and let the matter go. The Board specifically discussed their thoughts on this matter. Mr. Sinsigallo indicated this has been in practice for decades - the stipend for the Board. At a BOF meeting it was said that the Selectmen do not do anything – that was harsh.

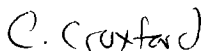
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The members of the Board of Selectmen do a good job to the best of their ability and he thought it should be resubmitted for the BOF's consideration. Mr. Hayes agreed it should go to the Board of Finance. Mr. Crouch felt it was a matter of principal – he is not running in the next election, but when he did run, it was with the stipend in place, he expects to get paid. Mr. Simmons indicated that the publicity on this item is abundant and he has personally not received a pleasant response. He read sections of the Charter that were appropriate for this item. He also indicated it has been perceived that the Board of Selectmen has ordered the Board of Finance to give the Selectmen a raise. He is comfortable with a request to the Board of Finance, if they say no, they say no. It was also discussed that this item, with enough signatures, could go before a Town Meeting. The consensus of the Board of Selectmen was to move forward with the request for added appropriation. The Board clarified that the intent of their Motions was to go before the Board of Finance to request an added appropriation for a First Selectmen 3.25% salary increase; the Board of Selectmen Stipend reinstated with a 3.25% increase, and increase to the Registrar Voters salary of 3.25%.

**XI. ADJOURNMENT**

**MOTION: To adjourn at 8:50 p.m.  
Made by Mr. Sinsigallo, seconded by Mr. Hayes  
ALL MEMBERS IN FAVOR. MOTION CARRIED.**

Respectfully submitted,



Cynthia D. Croxford  
Recording Secretary

\*Starred items will not be discussed, but will remain on agenda pending receipt of additional information

**EAST WINDSOR AMBULANCE ASSOCIATION, INC.  
CONTRACT FOR AMBULANCE SERVICES**

This contract effective from the 17<sup>th</sup> day of June 2007 by and between the Town of East Windsor a Connecticut municipal corporation with offices at 11 Rye Street, Broad Brook, in Hartford County hereinafter referred to as "the Town" and the East Windsor Ambulance Association, Inc. housed in a Town owned facility at 25 School Street, East Windsor, in Hartford county hereinafter referred to as "the Contractor".

WHEREAS, the parties desire to memorialize the emergency medical services performed by the Contractor to the citizens of the Town over the past three (3) decades; and

WHEREAS, the parties are committed to continue those services uninterrupted; and

WHEREAS, the parties intend that the Contractor shall become a free enterprise at the conclusion of this contract; and

WHEREAS, the parties agree that the services set forth herein shall conform in every respect with State of Connecticut statutes Chapter 368d, Sections 19a-175 through 19a-199 and the applicable sections of Section 7-148, and all other policies and regulations adopted by the Town,

NOW THEREFORE, in consideration of their mutual agreement, the Town and Contractor agree as follows:

**I. TERM**

- The period of performance of this contract shall be two (2) years from the date of the contracts execution. Any extension thereof shall be subject to mutual agreement.
- The terms of this contract will be reviewed 180 days prior to its expiration and may be revised and renewed upon mutual agreement.

**II OBLIGATIONS OF THE CONTRACTOR**

- The Contractor shall respond to all calls from the Town for emergency ambulance service within the Town limits by whoever made, and shall render ambulance services as necessary.
- Such services shall be rendered by the Contractor on a 24-hour-per-day, 7 days a week basis.
- These services may not be subcontracted or assigned without proper written approval from the Town.
- The Contractor shall designate a manager of Contractor's operations and shall ensure that the Town is informed of any change in the person acting as manager by supplying the person's title qualifications, address and telephone number to the First Selectman.

### **III OBLIGATIONS OF THE TOWN**

- The Contractor shall be called whenever an ambulance is to be called by or on behalf of the Town of East Windsor
- For the purpose of controlling costs, the Town agrees to extend municipal service contracts for the benefit of Contractor, on a direct bill to Contractor basis whenever possible. This shall include but not be limited to, insurance, utilities, fuel and communication expenses.
- Provide Housing at 25 School Street, East Windsor, CT. pursuant to a lease dated November 12, 1989.

### **IV STANDARDS OF CARE**

- The Contractor shall meet or exceed all requirements as outlined in the Connecticut Department of Public Health, Office of Emergency Medical Services Regulations 19a-179-1 through 19a-180-10 Statewide Trauma Systems Regulations, Sections 19a-177-1 to 19a-177-9 and Office of Emergency Medical Services Regulations, Sections 19a-179-1 to 19a-180-10 attached hereto as Exhibit I and made a part hereof.
- The Contractor shall target to meet a 10 minutes response time to all areas of the Town of East Windsor. Response times in excess of 10 minutes will be tracked and subject to review by the parties.

### **V. MUTUAL AID**

The East Windsor Ambulance Association will provide and receive mutual aid as defined in section 19a-179-11 (availability of response services) of the Connecticut Department of Public Health, Office of Emergency Medical Services regulations.

### **VI. COMMUNICATIONS**

The Town, at its expense, shall provide any necessary communication lines between the Contractor's local base of operations and the Town's emergency communications center.

The Town shall continue to lend the Contractor mobile and portable units as scheduled in the Town-wide communications plan. The Contractor shall keep said equipment in good repair and shall return it to the Town upon termination of this agreement in the same condition as it was received reasonable wear and tear accepted.

In addition, the Contractor shall maintain a medical communication system as required by the State of Connecticut, Department of Public Health.



## **V. INSURANCE**

### **A. Indemnification**

Contractor agrees to indemnify and hold the Town, its officers, agents, servants and/or employees free and harmless from any and all liability and claims for damages by reason of any personal injury or property damage arising out of Contractor's performance of its obligations under this agreement or breach of same. The Contractor shall at all times enter its appearances for and defend, indemnify, protect, and save harmless the Town, its officer's, agents, servants and/or employees from any and all liabilities, claims, and demands, costs, judgments, and expenses including attorney fees, either in law or in equity arising out of any activities of the Contractor under this agreement. This hold harmless clause shall appear on Certificate of Insurance.

### **B. Liability Insurance Coverage**

The Contractor agrees that it will maintain in force during the term of this agreement, at its own expense, a liability insurance policy which will insure and indemnify Town from any suits, claims, or actions brought by any person or persons and from all costs and expenses of litigation brought against the Towns for such injuries to persons or damage to property occurring during the term of this agreement or thereafter that result from performance or failure to perform by the Contractor of the obligations set forth in this agreement. Minimum limits of this policy will be one million dollars with a five million dollar umbrella

### **C. Proof of Insurance Coverage**

#### **1. During Term and After Termination of Agreement**

At all times during the term of this agreement, the Contractor shall maintain on file with the Town a specific insurance certification which names the Town as additional insured as issued by the insurance carrier or carriers showing that the aforesaid policy is or was in effect in the amount herein provided. Said certificate shall be made available at the signing of this agreement

#### **2. Workers Compensation**

A certificate of insurance showing the force and limits of workers compensation coverage shall also be furnished to the Town, unless such coverage has been obtained through the Town's own policy.

### **D. Cancellation or Reduction of Policies**

Said policy shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the Town having been given thirty (30) days prior written notice thereof by such carrier. Contractor shall not cancel or reduce said insurance coverage. The Contractor shall not have the right to perform such services under this agreement without effective insurance coverage as set forth herein.

## **VIII PERFORMANCE MONITORING AND REPORTING**

- The parties agree to meet quarterly to review the Contractor's operations as they relate to service delivery and financial solvency.
- The Contractor agrees to provide quarterly financial reports consisting of both a profit and loss statement and balance sheet.
- The Contractor also agrees to provide quarterly performance reports including the response time for each call, the percentage of calls performed over ten minutes, the percentage of calls performed outside of the Town service area (Mutual Aid) and number of calls performed within the Town by outside contractors.
- Quarterly reports, shall be as set forth in Exhibit II at minimum.
- This agreement may be terminated by either of the parties upon written notice of failure to maintain performance consistent with the terms of this contract.
- If the Contractor petitions any court bankruptcy or reorganizations or is placed under receivership, or if any assignment of its property shall be made for the benefit of creditors, or if 50 percent of the company is sold, or if any license or certification of the Contractor for operation of ambulance services is revoked or rejected by a sponsor hospital or State Department of Health Services Office of Emergency Medical Services or any other responsible regulatory agency, the Town may lawfully, at its option cancel this agreement.
- All calls with a response time in excess of 10 minutes will be documented and reviewed quarterly.

## **IX. FINANCIAL CONSIDERATION**

- All costs for provision of services covered by this agreement are the sole responsibility of the Contractor. All revenues to be derived there from in charges to patient users of such ambulance service are the sole property of the Contractor. Contractor shall bill patient users directly at rates established by the State of Connecticut.
- The Town shall fund the contractor's services as follows:

Year 1	\$125,000	(Fiscal year 2007-08)
Year 2	\$125,000	(Fiscal year 2008-09)
- Payments to be made quarterly in equal amounts.

## **X. ADDITIONAL CONSIDERATIONS**

- The Contractor shall participate in drills pertaining to Homeland Security etc.
- The Contractor shall participate as a member of the Public Safety Committee
- The Contractor shall participate as a member of the Emergency Operations planning & drills