

TOWN OF EAST WINDSOR
BOARD OF SELECTMEN SPECIAL MEETING
APRIL 15, 2010 - 4:30 PM AT TOWN HALL

MINUTES

I. TIME AND PLACE OF MEETING

The meeting was called to order at 4:40 pm

II. ATTENDANCE

Denise Menard, First Selectman
Mark Simmons, Deputy First Selectman
John Burnham, Selectman
Gilbert Hayes, Selectman
Richard Pippin Jr., Selectman

RECEIVED

APR 18 2010

BY Mary Higgins
Asst TOWN CLERK

III. PUBLIC PARTICIPATION

None

IV. EXECUTIVE SESSION

- A. Pursuant to C.G.S. 1-200 (6) - Discussion of the East Windsor Ambulance Association Contract
- B. Pursuant to C.G.S. 1-200 (6) - Personnel Matter

MOTION: To go into Executive Session at 4:48 pm, made by J. Burnham, seconded by M. Simmons.

VOTE: Unanimous.

MOTION: To come out of Executive Session at 5:34 pm, made by G. Hayes, seconded by J. Burnham.

VOTE: Unanimous.

MOTION: Made by R. Pippin, seconded by M. Simmons to:

Authorize the First Selectman to sign the East Windsor Ambulance Contract as proposed and offer the proposed contract to the East Windsor Ambulance Association with a request of "yes" or "no" from the Ambulance Association on or before April 30, 2010.

DISCUSSION: It was stated that it needs to be clear to the Ambulance Association that "time is of the essence" in receiving a reply from the Association as to whether they will accept the contract proposed by the Board of Selectmen (copy of proposed contract attached to these minutes). Selectman Pippin noted that the signature block for the Ambulance Chief needs to be corrected. Each Selectman reiterated that the service provided by the Association is excellent. Consensus of the Board was that the Association is receiving sufficient income from billing for its services to maintain the business and this contract will allow the EWAA to implement a business plan that will make the Ambulance Association independent of Town funding by 2012.

VOTE: Unanimous

BOARD OF SELECTMEN
APRIL 15, 2009 MEETING MINUTES

V. ADDITIONAL BUSINESS

A. Discussion of Transfer of Funds

1. To cover Board of Selectmen's Recording Secretary through June 30, 2010

First Selectman Menard explained that there was not enough budgeted to cover recording secretary fees through the end of the year and that may be an issue again next year since this just became apparent after paying for recording secretary fees for the March budget meetings. The requested amount of \$1175 will cover outstanding money owed and enough for the regular meetings scheduled through the end of June 2010.

MOTION: Made by M. Simmons, seconded by R. Pippin to recommend to the Board of Finance a transfer \$1175 from Contingency to Board of Selectmen's Recording Secretary line and send the transfer to Town Meeting if needed.

VOTE: Unanimous.

2. Town Treasurers Overtime Salary line

First Selectman Menard explained that in accordance with the clerical union contract the Treasurer's Aide requested overtime pay rather than compensatory time for extra time worked at the request of the First Selectman.

MOTION: Made by G. Hayes, seconded by J. Burnham to recommend to the Board of Finance a transfer \$10.77 from Treasurer's Part Time Salary line to Treasurer's Overtime line and send the transfer to Town Meeting if needed.

VOTE: Unanimous.

B. Setting Referendum Hours

First Selectman Menard explained that she has been asked by Registrar of Voters Linda Sinsigallo what the hours for the upcoming budget referenda will be. Ms. Menard presented research from the Assistant Town Clerks that found that CT State Statute Sec. 7-9b states the "polls shall be open between twelve noon and eight p.m." and that municipalities may change the hours to open earlier. Research of the Town Charter showed that the days but not the hours of the referenda are defined in the Charter. Ms. Menard recommended that the Town follow State Statute.

BOARD OF SELECTMEN
APRIL 15, 2009 MEETING MINUTES

MOTION: To set a policy that beginning April 2010 all Town referenda will be from twelve noon to eight p.m. in accordance with Connecticut State Statute Sec. 7-9b.

DISCUSSION: Selectman Burnham asked if the hours being proposed would make it more difficult to participate in a referendum vote. Ms. Menard suggested that the hours being considered follow State Statute and will reduce the cost for the poll workers by 6 hours each, since there may be 3 budget referenda every year that could be a substantial savings. Selectmen R. Pippin and G. Hayes agreed. Deputy First Selectman M. Simmons stated that absentee ballots are always available for those that can't make it to the polls when they are open.

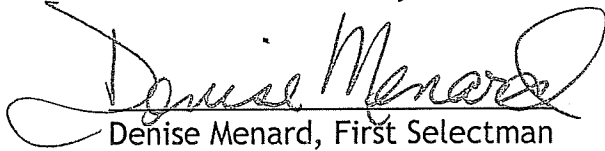
VOTE: Unanimous

VI. ADJOURNMENT

MOTION: To adjourn at 5:50 p.m., made by G. Hayes, seconded by R. Pippin.

VOTE: Unanimous

Minutes submitted by:


Denise Menard, First Selectman

East Windsor Ambulance Association, Inc.
Contract for Ambulance Services with the Town of East Windsor

This contract effective from the 30th day of June 2010 through June 30, 2013 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.; and

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

WHEREAS, the parties understand that the Contractor is an independent contractor and in no way is an employee, agent, or assign of the Town; 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, as amended, 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 three (3) years from the date of the contract's execution.

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 whenever possible at Contractor's expense to extend municipal service contracts for the benefit of the Contractor, on a direct billing basis to the Contractor. These municipal service contracts may include, but not limited to, insurance, utilities, fuel and communication expenses.

Housing will continue to be provided at 25 School Street, East Windsor, Connecticut, pursuant to a Lease dated November 12, 1989. Said Lease expires December 12, 2014,

All costs for the provision of services covered by this agreement are the sole responsibility of the Contractor.

The Town shall provide to the Contractor two (2) annual stipends as follows:

Year 1	\$75,000 (Fiscal Year 2010-2011)
Year 2	\$37,500 (Fiscal Year 2011-2012)
Year 3	\$0 (Fiscal Year 2012-2013)

Said stipend to be paid semi-annually in Years 1 and 2 in two (2) equal payments.

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 through 19a-180-10, as amended, 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

The Contractor shall target to meet a 10 minute response time to all areas of the Town of East Windsor.

V. MUTUAL AID

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

VI. COMMUNICATIONS

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

The Town shall continue to provide the Contractor with existing mobile and portable radio units. 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. All new mobile and portable radios and maintenance shall be at Contractor's expense.

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

V. INSURANCE

Indemnification

The 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. The Town shall be a named insured on all Contractors liability policies and reference to this hold harmless and indemnification clause shall appear on Certificates of Insurance of the Contractor. Said Certificates of Insurance shall be presented to the Town prior to the receipt of any of the semi-annual payments referenced in Paragraph III above.

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 Town 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.

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. If coverage for the Contractor is provided and obtained through the Town's own policy it shall be at the Contractor's expense and the premium attributed to the Contractor shall be reimbursed to the Town by the Contractor.

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. The 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 Contractor agrees to meet with the Board of Selectman on an annual basis to review the Contractor's operations as they relate to service delivery and financial solvency.

The Contractor agrees to provide on an annual basis financial reports consisting of both a profit and loss statement and a balance sheet for the prior year.

The Contractor also agrees to provide at the annual meeting with the Board of Selectman, 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.

The Town may terminate this agreement as a result of substantial non-performance by the Contractor. The Town will give the Contractor written notice of any substantial non-performance of this agreement and the Contractor will be given thirty (30) days to correct this non-performance. If after thirty days performance is not corrected the Town shall have the option of terminating this agreement. Failure of the Town to exercise this option shall not be deemed a waiver of this right of termination.

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.

IX. ADDITIONAL CONSIDERATIONS

The Contractor shall participate in drills pertaining to Homeland Security, and other authorized mandatory drills.

The Contractor shall participate as a member in any emergency operations, planning and drills and will be a member of any Town sponsored committees relating to public safety.

X. RELATIONSHIP OF THE PARTIES

While engaged in carrying out and complying with the terms and conditions of this agreement, the Contractor is an independent contractor and not an officer, employee, or agent or agent of any of the Towns. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the Towns.

XI. ENTIRE AGREEMENT

The terms and provisions herein contained constitutes the entire agreement between the parties and shall supersede all previous communications, representations or agreements, either oral or written between the parties hereto and no agreement or understanding varying or extending the same may be binding upon any party hereto unless in writing and signed by a duly authorized person or representative thereof in which writing this agreement shall be specifically referred to and any such variance or extension must be attached hereto and made a part of this original agreement.

XII. SEVERABILITY

Nothing in this agreement is intended to conflict with current state or local directives or applicable law. If the terms of this agreement are inconsistent with existing directives or with applicable law, those portions of this agreement, which are determined to be inconsistent, shall be invalid; but the remaining terms and conditions of this agreement shall remain in full force and effect. If a court determines that any clause in this contract is invalid, that clause will be reviewed and changed as necessary to achieve compliance with applicable law.

In witness thereof, the parties hereby affix their authorized signatures

Town of East Windsor
First Selectman Denise Menard

East Windsor Ambulance Association, Inc.
President Thomas J. Clynch III

Witness

Witness

Date

Date