

**TOWN OF EAST WINDSOR
BOARD OF SELECTMEN
11 RYE STREET
BROAD BROOK, CT 06016
First Selectman's Office - (860) 623-8122**

Special Meeting Minutes

Wednesday, March 30, 2016 at 7:00 p.m.

Board Members

Bob Maynard – First Selectman
Richard P. Pippin, Jr. – Deputy First Selectman
Jason Bowsza, Selectman
Steve Dearborn – Selectman
Dale A. Nelson – Selectman

These minutes are not official until approved at a subsequent meeting.

1. CALL TO ORDER

First Selectman Bob Maynard called the Special Meeting to Order at 7:05 p.m. at Town Hall.

2. ATTENDANCE

Present:

Bob Maynard, First Selectman
Richard P. Pippin, Jr. Deputy First Selectman
Jason Bowsza, Selectman
Steve Dearborn, Selectman
Dale A. Nelson, Selectman

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. PUBLIC PARTICIPATION

None.

5. NEW BUSINESS

A. Discussion and vote on MOU regarding Warehouse Point Fire Department

Selectman Bowsza started this discussion by saying, "As this is a contract should we be discussing that in open session or in executive session?" Bob responded that "this is public information and we can discuss it in open session." Selectman Bowsza asked if we wanted to waive our right to discuss this in executive session. First Selectman Maynard responded and said yes.

Present from the Warehouse Point Fire District were, Fire Chief Barton, Commissioner Barton, Commissioner Balf, Commissioner Flynn, and their Attorney Carl Landolina. Discussion regarding the Memorandum of Understanding (attached hereto) ensued between the Board of Selectmen and the Fire District Commissioners. After a lengthy discussion, it was decided that this will be presented to the Town Attorney Joshua Hawks-Ladds tomorrow. Then Attorney Hawks-Ladds and Attorney Landolina will work out the legal semantics.

MOTION made (Bowsza) and **SECONDED** (Nelson) to approve the Memorandum of Understanding between the Town of East Windsor and Warehouse Point Fire District incorporating the changes decided at tonight's meeting pending approval of the Town Attorney with the understanding that Attorney Landolina for the Warehouse Point Fire District and Attorney Hawks-Ladds for the Town can work out and resolve any legal matters.

Discussion: Selectman Pippin asked if that would cover the Town for Item #3. Selectman Bowsza responded that it would.

In favor: Bowsza, Dearborn, Nelson, and Pippin. Opposed: None.

First Selectman Maynard asked how many selectmen were in favor of a 2 year contract. Dearborn and Maynard voted in favor. Selectmen Bowsza, Nelson, and Pippin were opposed.

The Board of Selectmen agreed that the terms of this contract are for one year with an evergreen renewal with a 120-day termination period.

In favor: Bowsza, Dearborn, Nelson, and Pippin. Opposed: None.

B. Discussion of Tax Incentive

First Selectman Maynard said we have the ordinance and it will be going to a Town Meeting. This item to be discussed further in Executive Session.

C. Discussion of April 5th Board of Selectmen Meeting Agenda

Selectman Bowsza suggested that 9d be included the Executive Session. Selectman Nelson asked that the Board receive Fire Marshal reports. She also said she would like to look at transfers from the Board of Finance as well as getting the monthly budget updates. The selectmen agreed to asterisk the Opioid tax force discussion, parliamentary procedures, donate sick leave policy, and proposed tax abatement ordinance. The selectmen also agreed to remove the panhandling ordinance from the agenda.

MOTION made Pippin and **SECONDED** Bowsza to move into Executive Session at 9:20 p.m.

In favor: Bowsza, Dearborn, Nelson, and Pippin. Opposed: None.

6. EXECUTIVE SESSION

The Board came out of Executive Session at 9:33 p.m.

6. ADJOURNMENT

The meeting was adjourned at 9:33 p.m.

Respectfully submitted,



Amanda Schroll
Recording Secretary

AGREEMENT

This Agreement is made this ~~14~~ day of ~~March~~ April 2016, by and between the **TOWN OF EAST WINDSOR**, a municipal corporation having its territorial limits within the County of Hartford, State of Connecticut (hereinafter the "Town") and the **WAREHOUSE POINT FIRE DISTRICT**, a special taxing district created by a Special Act of the Connecticut General Assembly (thereinafter the "District").

WHEREAS, the District exists pursuant to a Special Act adopted by the General Assembly of the State of Connecticut during the Assembly's January Session 1911 (the "Act") as may have been amended from time to time; and

WHEREAS, the Act provides, inter alia, that the District shall provide fire protection and emergency services to the residents of the Warehouse Point section of the Town of East Windsor; and

WHEREAS, the Act provides that the District ~~shall~~ may tax property located within the boundaries of the district to provide revenue for the operation of the District and its Fire Department; and

WHEREAS, the Town annually prepares a grand list of all property located in the town which said list includes property located within the District; and

WHEREAS, the Town taxes property within its jurisdictional limits for the purposes of funding its general operations including the funding of fire protection services within the Town; and

WHEREAS, on July 1, 2016 the District intends to ~~re~~commence directly taxing property located within its jurisdictional limits for the purposes of funding its operations (the "Fire District Tax"); and

WHEREAS, the Town has agreed to assist the District by ~~acting as the collector of taxes for~~ on behalf of the District.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. Commencing with the collection of taxes due on July 1, 2016, the ~~District shall Town agrees to appoint the Tax Collector for the Town as to act as~~ the Tax Collector for the District, and the Town hereby consents to such appointment.
2. The District agrees to in a timely fashion provide its annual mill rate to the Town to be applied towards taxable property located in the District on or before May 1st each year.
3. The Town agrees to show the Fire District Tax as a separate line item on each tax bill forwarded to taxpayers.

4. The Town agrees that the Fire District Tax due to the District shall be collected by the Town in accordance with the Connecticut General Statutes.

5. ~~On or before August 15th of each year~~ Within thirty days after the Town's receipt of payment of the Fire District Tax due to the District by a Fire District Taxpayer, the Town shall pay to the District ~~100% of those~~ taxes billed to District taxpayers ~~whether or not that~~ the Town has received payment in full from each such taxpayer or otherwise recovered.

6. The District does hereby assign to the Town its right to collect any delinquent Fire District Taxes including the right to collect interest, fees and costs at the statutory rate or as may otherwise be provided by law.

7. On or before August 15th of each year, the Town shall bill the District a fee for the collection of Fire District Taxes, said fee to be 2% of the billed taxes. The District shall pay the bill within twenty-one (21) days of receipt of said bill but in no event earlier than August 25th of each year deduct that fee from each Fire District Tax payment received before paying the Fire District Tax to the District.

8. ~~The Town property agrees that all personal property located in the District and all real property located entirely or partially within the District shall be subject to the District Fire Tax and that real property located only partially within the District shall be subject to the District Fire Tax as if the entirety of such parcels were located within the District.~~

Comment [p1]: A statute covers this

9.8. Any real estate property subject to the District Fire Tax shall not otherwise be subject to that portion of the Town taxes associated with the costs of operating the Broad Brook Fire Department and tax bills forwarded to the District taxpayers shall so reflect.

~~The costs of operating the Broad Brook Fire Department will include:~~

- ~~Salary Part Time~~
- ~~Recording Secretary~~
- ~~Professional Services~~
- ~~Supplies & Equipment~~
- ~~Education and Dues~~
- ~~Building Maintenance~~
- ~~Physicals~~
- ~~Vehicle & Gas~~
- ~~Postage~~
- ~~Propane~~
- ~~Lap Insurance~~
- ~~Capital Purchases~~
- ~~Electricity~~
- ~~Heat~~

Comment [p2]: Why is this here? What do the Broad Brook operating costs have to do with this agreement?

~~Plowing~~

~~The Town's Fire Marshal expenses will be included in the Broad Brook Fire Department budget until the Town Fire Marshal collects fees. When the Town Fire Marshal collects fees for service, this section of the contract (Section 9) must be renegotiated.~~

~~10-9.~~ On February 1st of each year, or as soon as practicable, the Town's Assessor shall share its Grand List with the District, through email or other reasonable means, and inform the District of the assessment of all real and personal property located within the District.

~~11-10.~~ ~~As The District's Length of Service Award Program (LOSAP) Plan is fully funded,~~ the District agrees to hold harmless and indemnify the Town from any claims made by individuals who are entitled to benefits under the District's Length of Service Award Program (LOSAP) Plan~~the plan.~~

Comment [p3]: I have no idea why this is here

~~12-11.~~ This Agreement shall become effective upon its execution by the Parties and shall remain in effect for a period of three (3) years unless the parties agree in a writing signed by the duly authorized representative of each party to terminate earlier or to extend its duration for a specified period.

Comment [p4]: Is this ok or have it one year and then evergreening unless terminated by either party.

12. Any amendments or modifications to this Agreement shall be in writing and signed by the duly authorized representative of each party.

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13. Either party may assign its rights or obligations under this Agreement.

14. The Fire District agrees to defend and hold the Town harmless from any claim(s) by any taxpayers or any employees, workers, agents or consultants used by the Fire District arising out of the Town's collection of the Fire District taxes in accordance with this Agreement. In the event the Town is sued, or a claim is brought, in regard to the Town's collection of the Fire District taxes in accordance with this Agreement, the Fire District agrees to assume any and all liability, including legal and court expenses, and the Fire District agrees to reimburse the Town for any and all sums that the Town is required to expend in defense of said actions and as damages for said claims.

~~13-15.~~

TOWN OF EAST WINDSOR

WAREHOUSE POINT FIRE DISTRICT

By: Robert Maynard
First Selectman

By: Michael Balf
Chairman, Board of Fire Commissioners