

**TOWN OF SOMERS
FIRE DEPARTMENT STUDY AD HOC COMMITTEE
MEETING MINUTES
Thursday, July 16, 2015
7:00pm
Selectmen's Conference Room**

Call to Order: First Selectman Lisa Pellegrini called the meeting to order at 7:11pm.

Members Present: First Selectman Lisa Pellegrini, Selectman Kathy Devlin, and Fire Commission Chairman Keith Burger and Fire Commission Members David Palmer and Andy Rockett. Those also in attendance included Consultant Ed Sawicki, Somers Volunteer Association Chairman of the Board/EMS Division Chairman Rick McDonald, Somers Volunteer Association Fire Department Division President Tim Percoski, Deputy Fire Chief Frank Falcone and Firefighters Al Baker, Glenn Reynolds, Ray Stovall and Bob Wheeler and one interested resident.

Consultant Update:

Ms. Pellegrini introduced Mr. Ed Sawicki of CMEDDS to the Committee as the consultant that was hired by the Town. She clarified Mr. Sawicki was hired to work with the Town and the Association in obtaining a signed Fire Agreement, as well as to assist the Town in developing the Job Description for the Fire Chief and to also assist the Town during the hiring process of the Fire Chief. It is believed that a new set of neutral eyes will help us get to the next steps in the process.

Mr. Sawicki shared with the group his background which included stints as a volunteer firefighter and EMT paramedic. He moved out west to work with the San Francisco Fire Department under the Dept. of Public Health. He was part of the mayor's task force to figure out a way to improve fire service/EMS coverage in the city of San Francisco by merging Fire Service with the Dept. of Public Health. He continues to be involved with firefighter education and serves on several national boards.

Mr. Sawicki updated the group that he had been reaching out to everyone and hopes to contact all of the stakeholders in the next few days. He is concentrating on the agreement as the first priority and then will work on the job description and coordinate the hiring process. He said the goal is to get a large enough application pool of good qualified people to choose from.

Volunteer Fire Department Association/Town of Somers Agreement:

Ms. Pellegrini shared with the Committee a series of events beginning with the outcome of a meeting she had with Mr. Rick McDonald regarding the agreement shortly after the June 4th Ad Hoc Committee Meeting. She was concerned after the last Ad Hoc meeting that revisions would continue to go back and forth without coming to an agreement and that we would miss our window of opportunity to be able to hire a new chief before the current Volunteer Fire Chief's term is over. Mr. McDonald and Ms. Pellegrini drafted changes to a revision that they believed would address the specific sticking points in the agreement. It was agreed that Mr. McDonald would bring it back to the Association for approval. No word back was received and at the June 11th Board of Selectmen Meeting the Selectmen authorized Ms. Pellegrini to hire a consultant to help move the process along.

Shortly after, Mr. Sawicki coordinated a meeting between Mr. McDonald, Mr. Percoski, Ms. Pellegrini and Mr. Burger on July 9th to discuss the agreement. The meeting ended with additional revisions made to the agreement. The Town would have the draft reviewed by the Town Attorney and the Association would have their members review and approve at the next meeting. Ms. Pellegrini agreed to set up an Ad Hoc Committee meeting (this meeting) to review and approve the agreement. During the July 9th meeting the group also met with representatives from CIRMA and the Town's Insurance Company. Coverage for the fire department was discussed. Many questions regarding insurance were answered during this meeting and CIRMA and the Town offered to hold an information meeting on insurance for members of the Association. It was confirmed that the Association, as a separate 501C-3 organization, did not have general liability and errors and

omissions insurance. It was explained by CIRMA representatives the risks the Association carries with a lack of such insurance. CIRMA expressed concern over the Association's assumption that the Town would protect the Association for the fact that the Association is not a Town organization, but a separate organization. Mr. McDonald stated it was a risk the Association is willing to take.

At this point Ms. Pellegrini distributed two different drafts of the agreement. One was an informational copy of a previous agreement draft. The other draft (see attached) was the most recent copy that was reviewed by the Association's attorney and included minor changes made to it. Ms. Pellegrini went over the document with the Ad Hoc Committee addressing the revisions made in response to those issues that were of concern to the association. They include:

1. The Agreement now includes language regarding use of the fire house.
2. The Town agrees to pay for the Association's general liability and errors and omissions insurance.
3. The Agreement now includes the mention of a stipend program for the volunteers.

Ms. Pellegrini stated that while it is not standard practice for Town's to pay for an Association's general liability and errors and omissions insurance she believes that it is important to protect the members in the Association, especially the Association's Officers and Board of Directors from individual risk. While Committee members expressed surprise over the Association's lack of general liability and e&o insurance, the consensus was to leave it in the agreement.

The agreement was discussed by all and it was agreed that a definition of the "Somers Fire Department" was to be added to the document. All were pleased with the document. Mr. Percoski and Mr. McDonald agreed to present the agreement to the Association Members for vote the next week. They agreed that it was to be a yes or no vote, with no concessions to be added or revisions made. Ms. Pellegrini made a request to Mr. Percoski and Mr. McDonald to include Mr. Sawicki at the Association Meeting to help answer any questions or clarify any information as to the intent of the agreement. All Committee members agreed the agreement was to be signed before moving forward. *Mr. Palmer made a motion to recommend to the Board of Selectmen at their next meeting to approve for signature the above mentioned revised agreement, provided the Association Body was willing to accept the agreement as is, with no additional concessions, seconded by Mr. Rockett. The motion unanimously passed.*

Process Discussion/Next Meeting Date

Tentative meeting dates are for July 30th or August 13th, with a final date determined after the agreement is signed.

Approval of Minutes

Mr. Burger made a motion to accept the minutes of the June 4, 2015 Fire Department Study Ad Hoc Committee Meeting, seconded by Mrs. Devlin. The motion passed.

Adjournment

Mrs. Devlin made a motion to adjourn the meeting at 7:54pm, seconded by Mr. Rockett. The meeting was adjourned.

Respectfully Submitted,

Lisa Pellegrini-Recording

Minutes are not official until accepted at a subsequent meeting.

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FIRE PROTECTION AGREEMENT

THIS AGREEMENT, dated this _____ day of _____ 2015 by and between the **Town of Somers**, a municipal corporation located within the County of Tolland in the State of Connecticut, hereinafter "**Town**", and the **Somers Volunteer Fire Department Association Inc.**, a non-profit Connecticut corporation, made up of volunteer fire fighters/rescue personnel/**fire police**, EMS personnel, and Auxiliary members, **all the afore-mentioned aforementioned above**, hereinafter referred to as the "**Association.**" **The Volunteer Fire Fighters/Rescue Personnel/**Fire Police and EMS Personnel** are hereinafter referred to as the "Volunteer Fire Department"**. Each entity noted above may be referred to in this Agreement as a Party, or collectively as Parties.

WHEREAS, pursuant to Section 7-301 of the General Statutes of Connecticut, the Town may contract with volunteer fire companies to provide for all or part of the Emergency Services with the Town of Somers; and

WHEREAS, Section 4-5 of the Town of Somers Charter allows for the Town's Board of Selectmen to enter into contracts and agreements with volunteer organizations, the private sector, municipalities, state and federal agencies and/or may employ such persons as it feels is required to ensure public safety of the Town; and

WHEREAS, members of the Association are willing to use the Town's equipment and facilities for the purpose of providing Emergency Services within the Town of Somers; and

WHEREAS, the Association and the Town wish to enter into a written Agreement for the purposes herein enumerated;

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

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1. Purpose and Term of Agreement. During the term of this Agreement and any extension of it, the Association shall provide Emergency Services to the Town to include fire protection and ambulance services. The term of this Agreement shall commence on _____, 2015 and shall terminate on _____, 2020, provided, however, that this Agreement shall be automatically extended for a successive periods of five (5) years, unless either party hereto shall give written notice of its intention to terminate this Agreement not less than 180 days prior to the termination date.

2. Selection and Duties of the Fire Chief.

The paid Fire Chief shall be responsible for the operational portion of all Emergency Services. The Town agrees to include the Association in the hiring process of the paid Fire Chief. The Association Volunteer Somers Fire Department will be led by the paid Fire Chief who will be appointed by the Town's Board of Selectmen as outlined by the job description and subject to the Town's personnel policies, rules and regulations pertaining to Town employees. Until such time as the Town hires the paid Fire Chief, the current volunteer Fire Chief shall remain as Fire Chief of the Association Volunteer Somers Fire Department. The Association agrees to elect the individual the Town employs to be the Fire Chief. ~~for the Association.~~ The paid Fire Chief and the Association will work in conjunction to promote community relations included but not limited to the use of the fire house for such functions/events.

3. Insurance and Benefits. ~~(reverts back to the original agreement)~~

The Town shall carry and maintain insurance at all times with respect to its property and equipment, including, but not limited to fire trucks and the fire houses against risk of fire, theft and other risks as the Town may require identify. The Town ~~shall also carry and maintain~~ will pay for the Association's general liability insurance, medical malpractice, errors

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and omissions and supplemental **Accidental Death & Dismemberment** insurance. ~~covering the Association's activities in running the department and in furnishing fire protection services for the Town. Such insurance shall name the Association as an additional insured. The Town shall protect and hold harmless all members of the Association when they are acting in their roles as fire, rescue or emergency personnel, in accordance with State law.~~ The Town shall carry Workers' Compensation insurance for the **Somers Volunteer Fire Department Association Inc.** as required by state statute. ~~as required by statute, covering the members of the Association while they are performing a fire department function and/or activity.~~ The Town agrees to maintain a stipend program for the volunteers to be determined by the Board of Selectmen.

4. Successors and Assigns.

All rights of the Town hereafter shall inure to the benefit of its successors and assigns and all obligations of the Department shall bind its successors or assigns.

5. Modification of Agreement.

Any modifications to this Agreement shall be in writing and agreed to by the Parties. The current addresses for the parties are: Town of Somers, 600 Main Street, PO Box 308 Somers CT 06071 Attn: First Selectman; Somers Fire Department, 400 Main Street, Somers, CT 06071 Attn: **Association** Board of Directors. The parties will notify each other if there is a change in the mailing addresses where notices effecting this Agreement should be mailed.

6. Governing Law.

This Agreement shall be governed by and construed in accordance with laws of the State of Connecticut.

7. Severability.

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If one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any application thereof shall in no way be affected or impaired.

TOWN OF SOMERS

SOMERS VOLUNTEER FIRE
DEPARTMENT ASSOCIATION INC

Its First Selectman
Duly Authorized

Chairman of the Association Board
of Directors
Duly Authorized

61165

Add Definition:

Somers Fire Dept is composed of
the career staff, fire chief and the
Association.