

FINAL (approved 1/23/2018)
Thompsonville Fire District Charter Revision Meeting
Minutes – Thursday, November 2, 2017 – 6:30 pm
35 N Main Street – Enfield, CT 06082

1. Call to Order:

Meeting called to order at 6:35p.m.

2. Roll Call:

Present were Chair Mike Stone, Pat Compositor, Keith Pliszka, Erline Provencher, Jeff Cross was absent (arrived 7:46pm). Also in attendance was Attorney Carl Landolina. Absent was liaison Commissioner Patrick Crowley.

3. Approval of Minutes:

MOTION to approve the October 25, 2017 minutes (of the Charter Revision Committee meeting). Motion made by Mike Stone, seconded by Keith Pliszka. No Discussion. Motion passes 4-0 . Keith Pliszka, yes; Mike Stone, yes; Erline Provencher, yes; Pat Compositor, yes; Jeff Cross, absent.

4. Continued Discussion of Board of Fire Commissioner's comments

A welcome was given to Attorney Carl Landolina for joining us this evening to hopefully answer some questions the Revision Commission had on the Charter that came up from prior meetings.

A copy of the "November 2, 2017 Work In Progress" Charter was provided to all in attendance. Mike Stone mentioned that all written in red were our proposed changes as everything was still in draft form.

The following is the conversation held this evening addressing our concerns to Atty. Landolina:

Mike: To get started with, we asked the question: *At a public hearing regarding a budget, does the public have the authority to make changes to the budget and are those changes final at the close of the public hearing.*

Attorney: There is a statute that says that the public at the, well, not at a public hearing because the public hearing is for input and discussion. So at the Annual Meeting, which is your budget meeting, you guys automatically go to a referendum, right?

Mike: We go to a referendum on the budget if it doesn't pass at the all day vote.

Attorney: So you have an annual budget meeting, the purpose of which is to set the date of the all day vote. You don't vote on the budget.

Erline: But, I think that is a public hearing that we have.

Mike: So let's go to that section because that is where we are kind of stuck.

Attorney: Let me tell you the process before we go to that section. The process should be: You should have at least one public hearing on the budget. Then, you schedule a District Meeting for the purpose of referring the budget vote to an all day vote. This is typically the process, so if you skip that process in the middle then there is no opportunity for the Voters to change the budget; they go to the all day vote and they vote yes or they vote no. In many towns

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where the legislative body is a district meeting or a town meeting, they will have a public hearing on week one and on week two they will have an annual budget meeting which they will use to either refer the matter to a referendum, which is by day vote and at which time the Voters have the opportunity to change the budget.

Mike: Which I believe is in (e) right now (*under Section 9.2 Budget*).

Attorney: So the public hearing process is just you receive input, not to take any action.

Mike: So you would need to schedule a second meeting right after that.

Attorney: Which would be a District Meeting, the purpose of which would be to set the date of the budget vote. When is the annual vote?

Mike: The annual vote is always the first week in May. See Section 5.1.

Attorney: Okay. So what you don't have since the day of the referendum on the budget, which is the all day voting, is required you don't have a budget meeting that is not a public hearing. You have an informational meeting, then a public hearing and then the budget vote at all day voting. So in between the public hearing and the budget vote day, the first Wednesday of May, there is nothing in between them, which in fine, but the only opportunity to change the budget would be at that meeting in between which would be a District Meeting not a public hearing.

Mike: Or a Special District Meeting. So we need to add that in here.

Attorney: Yes, if you want people to have that opportunity.

Mike: If you are asking for peoples input into the budget you need to give them an opportunity.

Attorney: Well the question is, do you want their input so that the Board can decide how to handle it or do you want their input so that the Voters can decide what is the budget is presented to the Voters.

Mike: That is the question, right

Attorney: That is a policy; you are not required to have it. When you decided to go to all-day voting you took away the opportunity for people to say I want to make a motion from the floor to take line item 901 that says \$50,000 and reduce that to \$40,000. The Statute allows that to happen. What the Statue allows and what you are required to do are two different things. Keep in mind that the Statue provides that you can lower a specific line item, you can't increase it and you can't create a new line item.

Erline: Can we say (c) Three (3) weeks prior to the Annual Meeting the Board must hold a District Meeting to receive public input on the proposed, instead of a public hearing?

Attorney: You can say that. So you can have a public hearing and a District Meeting the same night. You are still required to hold a public hearing. Informational meetings are not public hearings.

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Erline: So we can say three weeks prior to the Annual Meeting we can hold a public hearing to receive input on the proposed budget and add, followed by a District Meeting

Attorney: And the purpose of a District Meeting would be to set the date of the budget referendum, which would always be that first Wednesday of May, and take any other action appropriate at a District Meeting. So that would allow folks from the floor modify the budget. That would be their opportunity to do that if you want them to have that opportunity.

Mike: I think I know for a fact that we would like to have them have that opportunity. After the Board has presented the budget for a vote and it has been voted down, in case they don't take appropriate action to make adjustments we can assist them with getting it done but I don't know if we want to prior to.

Attorney: Once you have (e) if the Voters fail to approve the budget, the Board must hold a Special Meeting within two weeks after their Annual Meeting to present another budget for a new vote. They would have that opportunity automatically at that time. Someone could make a motion from the floor at that second meeting or that (e) meeting and say the reason why we didn't vote for the budget last time is because we sat at the public hearing and screamed at you that we wanted to reduce 901 to \$40,000 and you ignored us, that is why we voted it down and we see you are trying to ignore us again so we are going to make a Motion to amend the budget as follows and they would ask for a reduction in one of the line items and if that was passed then the budget they would vote on 10 minutes later would be the budget as amended from the floor.

Erline: I think we covered this in (e)

Attorney: Yes, it is automatically in (e)

Mike: I would like to outline their rights that they have because this is their only interaction. In the old thing it says the Board has the authority to increase or decrease individual line items or expenditures but they don't.

Attorney: The Board can increase.

Mike: Oh, the Board can increase, okay.

Attorney: At those public informational meetings someone might say you are not spending enough on this you need more money.

Mike: I would like to see that spelled out; I thought we tried to spell that out before.

Attorney: So you want to put that in there that they have the right to do that.

Pat: Yea, I don't like that at all.

Mike: Well, I go to a meeting and the Board doesn't know that then it turns into an argument at that meeting regarding if we are allowed to do that or not. If we have that right to do it and the

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Board says you can't do it, that vote becomes invalid because I can basically fight then on that and then you have no budget.

Pat: But then you can have a budget that passed that is absolutely . . . it just cannot be. There is nothing that the firehouse can run on with that budget. Then what do you do.

Attorney: That is the risk.

Pat: Then what do you do.

Mike: The risk has always been there. It's been there from way before. Our old voting we used to do that and it has never happened. I don't understand that.

Pat: Never say never.

Mike: Well, I agree with that. But it hasn't happened historically, so I'm just trying to figure out . . . I just don't want to create

Attorney: I go to these things, I don't go to everyone because I represent five towns and all these Districts but occasionally they ask me to come and I always sit there I shaking my head. What if someone stands up and says let's take line item 901 it's \$150,000, let's knock it down to \$50,000, let's take line item 20 and just knocking piece by piece out of the budget until there is nothing left and you sit there and go . . . well, it's easier in a town for instance you can't go below a certain threshold like on the Board of Ed budget. The law says you must fund an amount guaranteeing, you know . . .no one has even gotten to what that means but here I suppose if the people say they are going to pass a budget with \$1 in it deal with it, what are you going to do.

Pat: Yes. .

Mike: I guess what I am trying to say is that when it disputing something this is sort of the document that everyone can kind of reference to say what are our rights to do what's allowed, what's not allowed.

Pat: But we're giving them that right.

Mike: We are not giving it to them. He's saying that right exists, regardless.

Attorney: It exists right now, people just don't know about it.

Mike: What it is is that people don't know about it.

Both Keith and Pat: And, that's a good thing

Mike: And how is that a good thing, I don't understand that.

Pat: Well, he just spelled it out to you.

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Erlin: Well, an example, I don't like the \$75,000 for medical; I want their medical to drop down to \$2,000. You are running into a problem.

Attorney: The problem is now it's up to the budget guru on the Board to stand up and say: Look, I understand what you are saying but if you want to pick something else we can talk about it but I am contractually obligated to have x number of firefightersby contract. There are certain things you can play with and certain things you can't.

Keith: So if like they lower it they would have to go out and get a loan, right, to keep everything going?

Mike: They couldn't get a loan without going to get a vote. So, if they go into the reserve funds they would have to go to a vote because it is not in their budget. They can only spend what is in the budget, as I understand it.

Attorney: Here is what I suggest, here is a compromise. You can say "at which time the Voters shall have their rights as specified in CGS 7-343

Erlin: And who is going to read the Statutes.

Mike: Understood, I get it.

Attorney: It's up to you, you guys make that decision. I understand your point because otherwise I'm getting a call at 9 o'clock at night and someone is trying to reach me saying, Carl can we do this?

Mike: It's going to be a screaming match. What I just don't want to do is to turn this into something that escalates. You get a bunch of people who get angrier, they are trying to deny us something that we are allowed to do and then what ends up happening, in the world of facebook, the more transparent you are the happier everyone else.

Attorney: But at the time (e) takes place they have the right under the Statute because you don't say that they don't. You haven't taken it away from them so you haven't said, In lieu of anything the Statutes might say, this is how we are going to operate. You have the right to do that but since you haven't said that, then they have that right. Now, what they don't have is the right to do that before the all-day voting. So you are giving them the opportunity to do that. And that is fine

Mike: Right and I think that is the fair thing to do.

Attorney: Your point is look, we gave you the budget, we didn't give you an opportunity to mess with it, just to say up or down, you voted it down, all right, we went back and said, okay we are going to give the budget that looks exactly like the budget you voted down but we are going to take a hundred bucks off of it.

Mike: The other part that I am concerned about is if we don't have that input from the public is that we can have it voted down over, and over, and over again and literally will miss the ability to put it into the tax collector's office in time because the people are opposed to it,.

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Attorney: You should know by then what the top button issues are, if you're paying attention. If you're not or if you're just paying attention but you're stubborn, which can happen. Okay, the last year I was in the Board of Finance in Windsor Locks, the Board of Ed gave the Superintendent, mid Contract, a \$1,500 raise. No big deal, right? It created such a storm that it took us seven tries to pass the budget over \$1,500. Even though, we, as the Board of Finance ended up taking a lot more money out of the budget than that \$1,500 the people weren't satisfied until the Board of Ed got up and said, okay we'll take that \$1,500 away from her. That is being stubborn

Mike: But I'm just saying, to me, I think it's best to outline the rights.

Attorney: That is for you guys to decide.

Mike: Understand, but that is important to know. It is something we can add, or just reference. Can you give us that Statute again? Can you email it to me?

Attorney: I can give it to you right now. I think it is 7-343 or 344 (Looking up the Statute)

Mike: I think somehow we have to reference the rights even if it is in Statute.

Kieth: I think that is fine.

Mike: My only concern being that I don't want it turned into like you said, getting a call at midnight, and it escalates. Everything will escalate, you know what I mean. And then all budgets will fail at that point. If things get resolved quickly you only have the few people who show up at the meeting. If you get the angry people out then you have a bigger fight.

Attorney: (Reads from 7-344) *"The Board shall submit such estimate with its recommendations to the annual town meeting next ensuing, and such meeting shall take action upon such estimate and recommendations, and make such specific"* this is the language, *"appropriations as appear advisable"* that gives them the right to go in and change line items. This is from 7-344. *"but, no appropriation shall be made exceeding an amount for the same purpose recommended by the board and no appropriation made for any purposes not recommended"* Means you can lower anything, you can't increase it beyond what is in there. One of the towns I did a Charter for Woodbury they had a special act passed for them in the 70's that allowed them to override this Statute so that they could go and increase a line item. No one ever increased it but it was there for them. . If you wanted to do that, you could do that also. This was the law passed just for this town. What happens is the Courts have said when it comes to how you pass a budget and how you manipulate it and all that it is entirely your local concern, they don't care. So if you want to give them the right to add money to line items, you can do that. If it is silent as to what can take place at the second Annual meeting, you go to the Statute.

Mike: Got ya. But I think in our thing though, currently, we put a cap that they can't, once they presented the annual

Attorney: That's the Board.

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Mike: Okay. So taxpayers can override the Board at that point?

Attorney: At the second meeting (the (e) meeting.) First they get the chance to override by voting no and then they get the chance to actually go in and look at specific line items in the (e) meeting that takes place only if the budget fails. Which is a compromise, you say okay, you got to vote on it up or down the way we presented it to you the first time around. If you vote no then we will give you the opportunity to go in and make little adjustments in specific line items if you can get people to vote with you on the floor.

Mike: Right, I think that is the most important thing. I don't think there will be a lot of push back on that for the most part unless there is something crazy going on. I just look at it as a failsafe to get the budget passed. If there is something that's hanging it up that's keeping it from getting passed that would allow it to clear so that we can get it submitted to the Town for tax collection. Tax collection is expensive if we try to do it ourselves.

Attorney: So you can add language or add the reference to the Statute, or leave it alone. Once somebody does it once then the cats out of the bag in so as speaking. I understand you are trying to avoid the confrontation when someone stands up and says I make a motion to reduce line item 902 by \$10,000. And someone says, oh no, you can't do that.

Mike: Literally, I can say this for a fact is that if everyone was for the budget and you told somebody you can't do something and everyone thinks they can and the Board says no, everyone in the room will turn instantly (snap) into an absolute backer of that bad idea.

Keith: One year we had it where somebody actually stood up and increased the mill rate by a half a mill rate and it passed. Way before you (Mike), that was 30 years ago.

Mike: So, that was one of our biggest hang-ups. We had some other ones . . .

Erlin presented a few questions to Carl:

Question: When the Budget is presented in the Legal Notice, can the proposed mill rate be included?

Attorney: Yes

Question: Should the Mill rate be written on the ballot?

Attorney: No

Erlin: Any reason why?

Attorney: They pass the budget the Board sets the mill rate. It's just the function of doing the math.

Erlin: On, then they can't put the mill rate in the legal notice?

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Attorney: You can say which would result at a mill rate of And you can put a line in that says if this budget is adopted as presented it would result in a mill rate of ____mills.

Erline: Okay, very good because that is the biggest question on a lot of people's minds. What's my mill rate; they don't want to know the detail of the budget, they just want to know the mill rate.

Question: Is it safe to go through the Charter and where it says "to be available at the District Office", can we also add "and the District's website"?

Attorney: You can, I don't know why you would want to. What if they miss putting something on the website?

Erline: Well, because I would like to be consistent. If one thing is going on the website I would like to see another thing on the website. That is the only reason why.

Attorney: One of the issues I have with that is that you are not staffed to have a web master or whatever they are called sticking stuff on the website all day. And the question is when does it have to be available, like at the next day?

Erline: Well, we have guidelines.

Attorney: Well it's up to you but I'm saying if you put something in it that says and on the District website and someone says well I looked on the website it wasn't there yesterday and it was supposed to be there, it presents a problem.

Erline: Okay, I understand, I agree

Question: After we finish this Charter does the amended date of the Charter go?

Attorney: Under 1.2. You can add here amended on.

Question: Do we have to note the amendment to the original written?

Attorney: No. I would not suggest that, calling out that this is the part that existed in 2016, this is the part that.....

Erline: I ask because the CT General Statutes has all these history sections.

Attorney: Yes, because they have people. That's all they do is to annotate all those things. I wouldn't suggest that.

Erline: Okay, I agree with that.

Question: We go in depth on the Annual Meeting and a Special District Meeting and we also talked about the Board Meetings. No where do we address a Public Hearing? Does a moderator oversee a public hearing?

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Attorney: No

Erline: Well, I think this is something we may consider writing in here as how is one to know the process of a public hearing. For example if the Charter committee has a public hearing to present the Charter, would it be the Commission to hold the hearing?

Attorney: The public hearings are held by the Commission. The Secretary would call a Notice of the Hearing into the record and then the Chairman would usually take over and say we are here to discuss

Mike: But a Public Hearing process might need to be defined because we are defining a lot of this other stuff.

Attorney: The important thing is that the Public Hearing has to be read into the record. Some towns make you sign in on a signup sheet; they may limit your comments to 5 minutes.

Erline: Should that be in the Charter?

Attorney: I don't know if you wanted to go into detail the process of a public hearing. What else would you put in there?

Erline: We're doing the process of what the moderator does and what the Special District meeting does after that and that was what we were doing.

Attorney: I don't think you need it.

Erline: Okay, it was just that, you know, oh, a public hearing, oh who runs it, we are just trying to

Mike: There was a lot of confusion last week about that.

Erline: yes, there was a lot of confusion.

Attorney: A Public Hearing is a meeting of the Board

Mike: We held that one for our Charter. We basically ran it but we were just getting input from the public and we can't comment back, we just listen.

Attorney: Right, that's the purpose

Pat: I just had one question, and I brought this up last week. Are Charters usually this much in depth?

Attorney: In some areas they are. .

Erline: Did you ever see the Town of Enfield's Charter? It's that thick (Hands indicated 2 inches) Talk to Marge on that.

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Mike: Exactly. The Charter goes into every little nuance, every little detail. It's crazy.

Attorney: The more detailed you are the less opportunity there is someone like me to go in and say, I don't know what they were, I'm just going to guess. You know. So, I don't want lawyers interpreting what you mean. You want it to be clear so a fifth grader can read it. And there is no room for the lawyer to say; well it's ambiguous here, but no matter how you try to work it someone is going to say I don't know what paragraph 6 means. Explain it to me. I mean you what, have 16 pages. I don't think that is a lot.

Pat: okay

Question: Before Mike goes to his last big question under Section 5.1 it says notices must be made in a newspaper 10 days prior to a meeting. Should we also mention that a second notice needs to be posted within so many days? Isn't there a 2 notice posting?

Mike: I'm saying we were doing double just to be safe.

Attorney: You mean these are for the Annual or District Meetings?

Erlin: Yes

Attorney: You are only required to do one.

Erlin: So you don't need the two notices like 14 days ahead, then 7 days following?

Mike: No, we were doing 2 notices so the public was completely aware of it because they might have missed it. We didn't want anyone to feel like they were being left out.

Erlin: Okay, All right. I have just one more question. This is on the side. When the Charter is not being followed, where can one go to report a violation of someone not obeying the Charter?

Mike: Or is there a penalty we can apply?

Erlin: Do we apply a penalty, or what do we do?

Attorney: Nothing

Erlin: So why do we have a Charter?

Attorney: Well, how are people not following the Charter? In what respect?

Mike: Let's say they are not performing their duties or they are just not following the Charter in a basic way. They are doing things basically out of order. There are things that have happened. We have in here, for example, one of the things that was sort of a concern was we had, failure to attend meetings where we could remove the Commissioners of their title and all that.

Attorney: You know how I feel about that.

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Mike: Well, I am just saying, we put that in there. Other than the Board initiating that kind of thing, there is nothing we can do as a public. So, like this whole thing here is basically the Board members decide if they want them out of the way because they are not playing by the rules. They are not showing up anymore. So, this, to me, is written for a very, very specific reason because we have two commissioners with the same game plan which made it difficult to run the Board. Makes it easier for things to move ahead.

Erlin: For example, our Charter says that the Chair has to be a signatory on the checks. Our Chair is not a signatory on the checks.

Mike: And refuses to be a signatory on the checks

Erlin: And this person is not obeying the Charter; little things like that Carl, that's I mean. What do you do? I am at wits end because no one listens to you around here and

Mike: In the Charter it says that one of those two people have to sign a check but if one of them isn't here.

Erlin: A District Clerk is signing the checks and he is really not authorized to sign the checks. Little things like that.

Attorney: I don't have an answer for you.

Erlin: We can't come to you and say go after our Board members?

Attorney: You can come to me and I will write a letter saying the Charter says what it says. You know, unless you create some kind of mechanism

Mike: Is there a way to put a mechanism in place?

Attorney: I wouldn't even call this an ethical violation

Mike: One of our attempts to try to fix the problem is they are issued a Charter when they drop off their application for candidacy and then we also make sure that they get another one that they have to sign at the Annual Meeting.

Erlin: To make sure that they read the Charter because they come on to this position they don't even know a Charter exists.

Attorney: Yes, that is not unusual. Ask around the council meeting and ask how many of them looked at the Charter.

Erlin: Yea, but we are talking of 16 pages; we're not talking about a Charter that big (Hand show indicated 2 inches)

Attorney: I understand; I don't have a good answer for you.

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Erlin: No good answer?

Attorney: Cause, it's not a crime, it's not a The problem would be if someone were to challenge and say you wrote a check for a half million dollars and it says anything over \$300,000 has to have two signatures and only one person signed it. The check is void I suppose somebody can make some kind of claim like that. So, I don't understand how normal stuff like people put themselves in that position, but that's just me. If I ran for Chairman I would want to read what my duties were before I

Mike: Well, they weren't clearly defined before. We have done a better job of that.

Erlin: Well, we clearly defined them. Also, another thing I want to bring up too because you gave Commissioner DuFour some information on the motions made to nominate a Chair, Vice Chair, etc. They're not elections; they are nominations for a Chair. The Board doesn't make a motion, they make a nomination.

Mike: I think we changed that to nominations, right?

Erlin: No, we are going to have to change that.

Attorney: My answer to him because there was a question or not whether there should be a motion to elect so and so as chair.

Erlin: Yea, but you said no, just a nomination. Now when you make a nomination the one who is nominated, they don't vote, right?

Attorney: Why?

Erlin: You mean they can vote?

Attorney: Sure, you mean Donald Trump didn't vote for himself?

Erlin: Oh yea, when you look at it that way.

Attorney: Well of course he did, well I hope he did. I'm pretty sure he voted for himself.

Erlin: Good answer Carl, okay

Attorney: So the vote doesn't need seconds, just like, I nominate Pat Crowley to be Chairman. All right, someone says okay, are there any other nominations? I nominate Bill DuFour. Any other nominations? Hearing none, I am closing nominations. Now we are going to have the vote. All those in favor of Bill DuFour being Chairman raise the hand. All those in favor and you count them up and that's it. Guy is elected. It's like an election.

Erlin: Okay, very good. That was the end of my questions. I will let Mike continue now. Thank you.

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Mike: It's under Contracts, 9.9. We had removed the word Other than labor contracts from (d) and they wanted us to put that back in.

Attorney: Carl reads: *Any contracts, asset sales, purchase agreements that exceed \$20,000 and are not part of the budget process must be approved.* Okay, yep.

Mike: And, they wanted us to reinsert the word, prior to any contracts but other than labor contracts.

Attorney: That is taken care of in (b) above. The specific language always controls over the general language. So, (b) is very specific. The Board is authorized to negotiate and approve labor contracts, period. It is very specific. Then you get down to (d) and it talks about general contracts so (b) would always control over (d), always. So whether it said except labor contracts in (d) it doesn't matter, it's handled in (b).

Erline: But what I think we are trying to say in (d) is that it must be fully disclosed to the Voters. We are not saying that the Voters are going to vote on it we just want it . . .

Attorney: In (b) it says all labor contracts must be voted on and approved in public by the Board.

Mike: Right

Attorney: And then you say, look any contract, blah, blah, blah, that exceeds \$20,000 must be fully disclosed to the Voters at the presentation of the budget. Any contract, blah, blah, that exceeds \$20,000 that is not part of the budget process; yes, because you will need a source of funding for this. The second kind of contract is not in the budget you are going to sign a contract, for instance, if you have money in the Capital for a roof, and it is put there specifically for a roof, \$50,000 and then they find a roofer to do the job for \$50,000. They can go and sign that contract.

Mike: Right, it was allocated for that project.

Attorney: So let's say I have a Capital account that is not specified, it is just a non-reoccurring capital account and I throw money in there, not for any specific purpose and now I need \$30,000 to do the roof. I need permission to use that money for the roof. All right? So that I would go to a town meeting and say okay we have \$200,000 in capital that has been sitting around, just to have it, now we need to use some of it. And since we didn't designate it at the budget time, that \$50,000 we were going to use for the roof we need your permission to take \$50,000 out of that for the purpose of fixing the roof. And they would approve that at District Meeting. And it would seem to me that that would suffice, they would then have to go back to hire ABC Roofing Company to sign a contract; the appropriation has already been made.

Mike: Right, I agree with that

Attorney: Usually though they would have a purchase order or a contract in hand because someone will say, how do you know its \$30,000? Because ABC Roofing has already given me a quote so at the same time they are authorizing you to sign the contract essentially. Or if it is

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something else, I don't know, let's say you got extra money; you got \$30,000 extra dollars sitting around in insurance. At the end of the year you want to use that, to sign a contract to buy a new truck. Now you have to go back and get permission.

Mike: From the taxpayers. Right, because you are moving money from one line item to another. And that makes sense to me.

Attorney: And most of this are taken care of by other parts which probably require vote to move money from Contingency or the general fund. It's all dealt there anyway. And that's why the trigger \$20,000 is the same trigger you have in 9.9.

Mike: Exactly. So, I have another question regarding the vote of this. So, I did some research, a taxpayer gave me this (JI newspaper clipping) which basically says, the Town of Enfield a municipal labor contract must be viewed by the public prior to a public vote. Must be made available, it's part of the Charter from the Town of Enfield.

Keith: No it's not. I called Earl Provencher and Earl said absolutely not.

Mike: Don't call Earl, go to the Town Hall. It took me . . .

Keith: Earl wrote the Charter

Mike: Well, he didn't write that part of it because I took this right from it, basically. The only thing I changed was from the town council to board. There, they are actually putting it the paper. I don't think we can put it in the paper I don't know if it is legal for us to do that.

Attorney: You will need to talk to Pat McHale because I don't know what is required for labor contracts.

Keith: When I spoke with Earl, Earl said the only reason why it goes on the Town Council agenda. That is all it does, it goes on the agenda. And that after it is passed it is put on the website.

Mike: It is prior to, according to this (JI article). And it's prior to according to the guidelines of the board and the Charter itself.

Keith: It says that in black and white?

Mike: Yes, Absolutely.

Pat: Prior to the approval?

Mike: Yes, go down and talk to the people at the town clerk's office. The town clerk herself was able to research that for me.

Attorney: So, again, I am not sure what the answer is but this is one of the areas where you must follow the statute and you can't override it in your Charter. Now, like the budget, you can do whatever you want to do on the budget, you don't have to follow the statutes

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Mike: Can we define this then. This to me allows us to be confident that it has been reviewed by the board and that it hasn't been modified after the board has voted on the final contract. Because currently, right now, we got a fiasco of where nobody knows if the Chief is a Chief or not and nobody knows if the thing was approved by the board or not because they made a motion that was so complicated and so convoluted that I've even asked directly two board members is Bill was the Chief and they said I don't know. The board members asked other board members and they said I don't know. It's beyond confusion for us. I want finality; I want to make sure that when the board members are voting on a contract that they know what they are voting on.

Attorney: One would hope they would. So right now no one knows if Bill is the Chief or Acting Chief?

Mike: No.

Pat: Has Bill signed his contract?

Mike: Nobody can tell me.

Pat: Well, someone should know if Bill signed the contract.

Mike: There you go. But, we don't even know if the contract... , because the contract, when they voted on it they voted on it to make modifications to it. We don't even know what the modifications were because they said they were going to make modifications to make it appropriate. Which means what? So, we're trying to find a way to make it final so that we are not basically voting on a blank contract. Because to me when you vote on something that is not final, it can vary and the only reason why I am a stickler on contracts is because I had to go through a federal court case with a lack of a contract and vagueness there can be extremely expensive. And that's a concern to me.

Attorney: So, you want to remedy that by what? Having a final version available for public inspection prior to the . . .

Mike: That was sort of what I was looking for here, basically saying if we could see it prior to the vote that means that we know what they are voting on and we also know that they have looked on what they are voting on. If I'm looking at it and saying even if it just basically says they may only vote on a contract that has been a final version of a contract; no revisions can be made after the vote, you know what I mean, if there was a different way of phrasing that even.

Attorney: Yea, talk to Pat McHale. Does Pat still come out; I know it's his firm.

Mike: Yes, he still works for them. I just want to create a sense of finality because you were a part of that, there was confusion in the lack of information and then it becomes, another thing which is which contract's which because all of a sudden if the public has never seen it before any contract can be thrown out in front of anyone at that point and say this is my contract. I don't want to give away any details but it gets beyond confusing at that point because if the public has never seen the contract and all of a sudden you are disputing it in court nobody

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knows what that contract was. All of a sudden you may be disputing a contract that really was never in existence. It could have been fabricated for the event. That's hard to get your head around, but it happens. That's all I can say. I understand where you guys are coming from but from my perspective if you understand things.

Keith: You have a contract and throughout the course, a lot of times these MOU's thrown in.

Mike: The problem is the board does not know where that contract is because the person in charge of that contract also keeps that record. You know what I'm saying. That contract becomes what? At some point if it doesn't become public it basically is a very, very flexible document. Correct? Do you agree with that? In trying to create definition to that is really my focus. So that the public knows what it was and someone can even capture that at some point even though they're some hording electronic file keeper, you know what I mean.

Keith: One thing, after the Board votes on it, they'll put it right on the website. And then, boom, it's there, and how can you change that?

Mike: But there is nowhere does it say it goes on the websute.

Keith: Well, we are going to have to say it goes on the website.

Mike: Historically it never went on the website. And we're trying to get a copy of the current thing that is in dispute right now and nobody can show us a copy of it because nobody knows what it is.

Keith: Our current contract, right now?

Pat: Bill

Keith: Oh, Oh, I was talking union contracts

Mike: Which we don't do or not know what it is.

Keith: Oh, I have no idea.

Mike: That is what I'm saying. Nobody can really..... ask Marge to take a look at that contract tonight and she will tell you, I don't know. I don't know where it is, I don't know what it looks like. To me, that's a problem. It was supposedly signed in June. So to be there is finality there, it's a Pat McHale thing.

Pat: Whose responsibility is it to oversee the procedure?

Mike: Well, to me there is no procedure for it. My experience as commissioner I can't even talk about a lot of it. Procedurally a lot of things just go into a limbo position. And things can be modified, or changed because boards change all the time and even the leadership of the boards change and you can make changes at that point in time; there is nothing final about anything. You guys are thinking everything is final, there's a state of flux like you wouldn't believe.

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Timesheets... everything becomes a fluid object at that point. Cause nobody is tracking that stuff because there is an administration that tracks that stuff.

Pat: Well, you are just saying that it's the administration that tracks it.

Mike: The same administration that maintains the contracts is the same administration that might be violating a rule.

Erlin: Okay, I think this is something that we will need to talk to Pat McHale and I just don't want to hold up Carl anymore because this is a discussion that we should be having amongst ourselves. Are there any other questions that we had to

Mike: (To attorney) There is something that you are circling there.

Attorney: Yea, Section 10 the setting of the mill rate. So what happens if you don't pass the budget by that date? Oh, if you don't pass it on the second try, then you go to last year's plus 2% or something?

Mike: Exactly, but they have to set a mill rate. We have to get it to the town in time.

Keith: It's not 2%, you have to make sure all contracts

Mike: I think it was up to 2%; that is what it was.

Keith: No, there is no 2%.

Attorney: (reads from Charter) If the second budget is not approved the Board will approve a budget that does not exceed the prior year's budgeted, except for any increases due to contractual obligation. The Board has the authority to increase and decrease individual line item expenditures as they deem necessary, but total expenditures are not to exceed the prior year's expenditures, except for contractual obligations noted above. The Board will publicly explain all changes at the next Board Meeting.

Keith: There are no percentages in there; I know we didn't put percentages in there.

Attorney: Okay, so then there is no way you are not going to have a budget by that time.

Mike: Yes

Attorney: Okay.

Mike: So for us regarding that other piece then, we need to talk to Pat about how to raise language regarding labor contracts.

Erlin: Did anyone else have questions for Carl?

Keith: We would like Carl to take a minute to read through it and maybe he'll see something that pops up. Carl, on Section 9.5, Excess Funds, did you read that?

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Attorney: (silently reads 9.5) Excess funds remaining from a prior fiscal year, with the exception of reserve funds, you don't mean reserve funds here, you mean non-recurring capital, right, or sinking funds? Money set aside for a specific purpose that's sitting there, you can't say for a truck in one year.... You do it over three years. Right? Is that what you are talking about?

Keith: Oh, I don't think, I think what we are talking about; say like if we put four million dollars

Attorney: No, No, I want to get very specific. When you are using the first sense, reserve funds, what does that mean, what are you intending that to mean?

Mike: It's basically the money that's in the bank account I believe.

Attorney: For what purpose?

Mike: There is no purpose set aside for it at that point of time. So what happens right now is that we got the funds from the fire marshal fees, there are a lot of funds that come rolling in here and just goes into, funds that are not part of our capital expenditure budget, go into our reserves. Everything just goes into that account right now.

Attorney: When you say reserve are you talking about an undesignated fund balance?

Mike: Exactly. Right now we have a lot of money in there because we have been over taxing for many years and we keep maintaining these overtax bills. We are trying to find a way to cap that expenditure.

Attorney: So, you haven't dealt with the money that's sitting in what I would call as no-recurring capital fund accounts or sinking funds sometimes people call them. In other words, you can't touch that money, you don't call that excess funds. Funds sitting in a specific account for a specific purpose which may . .

Mike: No, we have contingency funds; we have other reserve funds right below it.

Attorney: Where are you now (in the Charter)?

Mike: Section 9.4, 9.5, 9.6. We break them down into different types. There is Contingency Fund, there is Excess Funds and then there is Other Reserve Funds so if we have money set aside for fire trucks . . . See 9.6

Attorney: (reads from Charter) An established appropriation may be recognized annually . . . you shouldn't call these reserve funds.

Mike: What should they be called?

Attorney: Well, are these for capital? Say you have to do the roof over again, this would be capital. You should not call this reserve; it should be non-recurring capital funds. You are not allowed to have reserves. Not in that sense. You are allowed to have what I would call a non-designated fund balance. That would be 9.5; you wouldn't want that to be more than 25%. So

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what you are saying is excess funds from a prior year It's inconsistent to say must be put in a general fund and they must be used for the purpose of tax reduction in the next ensuing fiscal year but then the unallocated funds must not exceed 25%, well how do you get to that 25% unless you let it build up from prior years. You have 25% now?

Mike: Way over. We are close to 50% right now. There is a lot; they literally could have cut the mill rate to 6.8

Attorney: What was your budget last year?

Mike: It was 4 million something

Attorney: Let's say 5 million. You say you have around 2.5 million dollars laying around?

Mike: Yes. 2.4 million

Attorney: Okay, that is way too much money. You shouldn't have that laying around.

Mike: I agree. Understood. We are trying to find a way to cap that

Attorney: So you are saying look, we can have an undesignated fund balance, that's what I call it, up to 25%, and once we get there.....any excess funds will be placed in that account but that anything over that 25% must be used for the next year's If you adopt this provision that means if you have two and a half million dollars in there, next year I automatically have to wipe out or reduce that to 25% to 1.25 million plus whatever is excess from this year and use that as a source of revenue for next year's budget.

Pat: Can it be moved into the non-reoccurring capital funds? Any portion of it?

Attorney: If you do that by a vote of the taxpayers. You can't just park money there either, I'm not saying you have to set it aside and say oh, this is for a truck, you don't have to do that. But these accounts have a certain life span to them. The money has to be used within a certain amount of time.

Keith: Really?

Pat: Okay, so we have that money, okay, that's in excess, and they disburse it out and all we have is the 25%, where do we get any money that, say something catastrophic happens.

Attorney: If you blow out your contingency then you are going to have to go to that undersigned fund balance, that 25%

Mike: But, that's adequate amount. That 25% seems a lot to me actually.

Attorney: Generally speaking, it is huge. Now, you need to keep in mind it's when you have a small budget of about five million that is relatively small.

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Mike: We were trying to keep 90 days operating expenses in case we had a problem with tax collection or whatever. It actually goes beyond that because that's the whole budget and there are things like worker's comp and things like that that you can kind of kick the can on the payments on those things. You can almost do payroll for a half a year on that and keep things flowing. You can go insane because you can have ten years worth of budget funds there and that would be crazy.

Attorney: I would suggest just that you talk to your bond guy and say how much do we have in there to get the best possible bond rating.

Keith: A bond guy?

Mike: We have a bond guy but right now our accountant basically said that we are insolvent as a District. When I was on the Board and I've heard it said by the current Board members that we are being told that we are an insolvent District.

Attorney: That is just means that your liabilities are greater than your assets.

Mike: Exactly but I'm just saying, the bond guys are going to want to bond for a lot more if we are that way.

Attorney: Every town, in that sense of the word is usually insolvent. But you have the right to levy a tax so I would say to your bond guy, what you think it is appropriate to have in there.

Mike: Okay

Attorney: And I cannot imagine he would say anymore than 25%. But with this, it requires that next year, if adopted, you are going to take that 50% down to 25%.

Mike: If there are no increases. We also have right now, there is a whole bunch, basically, situations like the mall wanting their . . . that money may be gone.

Attorney: That's why when you have a small budget you have large tax payers that maybe 25% is not enough, I don't know.

Mike: It just seems a lot of money right now for a District that is basically on the edge, it's not like there are a lot of rich people in this District. With getting the vehicle taxes back will help us a lot anyway if we go back to a full....

Attorney: I will take and read this

Mike: I will reach out to Pat Crowley about trying to understand what our bond level needs to be set at.

Jeff arrived at 7:46pm.

Keith asked Carl if he could .actually send us something about what the wording (under Section 9.5) should be, exactly.

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Jeff asked about if we discussed having a vote at the meeting to reduce line items in the budget. Mike said that he (Carl) was going to give us some language for that but basically we have three choices there; either a State Statute, actually clearly explain that, or leave it blank and this could only be done at a Special District meeting; not at a public hearing. Attorney Landolina said we did not have to announce the date of the vote on the budget at the District meeting as it is mentioned in the Charter (5.1 (a)).

Mike: I will reach out to Pat and we can put in a percentage based on whatever he (bond guy) says and if you (Attorney Landolina) could rephrase 9.5 to be more appropriate. If you could give us the proper headers we should use we will change the headers too. Also, what is the length of time limit on the other reserve funds, should we define that in here for the Board. Because a fire truck can take us ten years to get to that number

Attorney: No. I would have to look at the Statute again, it talks about how long; you got to spend it in a certain amount of time or they lapse and the money just goes into the fund balance.

Keith: That doesn't make sense.

Mike: It kind of does. Because if you might have had put money aside for a grant and you never got it, or...

Attorney: Well, here's the thing that you are allowed to invest these funds in a different ways and some accounts you are allowed to take more risks then you are in other accounts, so you're using these funds as a way of sheltering money in an account that you can get more interest on it without really the intent of spending it on anything because you are not allowed to do what we call alba trash, you are not allowed to claim the market with your money. But I will look at when they lapse.

Keith: So, make like ten years so in year nine we have to say, well, we have to put it back in the general fund or . . .

Attorney: No one pays cash for these things anymore; it doesn't make sense to have that kind of money. I have to look at the Statute; I don't have it memorized. I'll tell you how long you can keep these accounts.

Mike: Okay. As you are going through this we are just trying to make it easy for people to follow along. We are trying to do a step by guide for the Board so they can behave better. And we can say, well it says right here you're supposed to do that and they'll say oh, okay I'll do that because typically when we have been pointing things out to the Board members they have been correcting their behavior and doing it right. So, we figure if we can kind of lay it out more clearly there will be fewer issues.

Attorney: When is your draft report due to them?

Mike: It's actually due we got charged in December so we are not even into a whole year into this yet so we have time.

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Attorney: And you were given like, a whole sail just to look through it?

Mike: No, no, we have already given this back to them, they gave it back to us with changes, they already had their public hearing. We are making corrections to the corrections. They didn't give us a time line.

Attorney: No, but by the Statute you are only allowed a certain amount of time to hand this back to them. When was the draft report due?

Mike: The draft was the first

Attorney: okay, they say they are going to create this Charter commission; we want you to look at a, b, c, d.

Mike: We gave them a draft March 31st. They sat on it until . . they had a public hearing in May or so.

Attorney: Well, you guys are out of time, you're defunct.

Pat: So what does that mean?

Attorney: You have to start all over again. Can someone give me a timeline of when and what happened?

Erlene will work with Mike creating the timeline by reviewing past meeting notes. Mike will forward to Carl for him to review and he will respond to us along with any other questions we may have.

Attorney Landolina left the meeting at 8:06 pm. Members thanked Attorney Landolina for joining us this evening.

End of discussions.

5. Miscellaneous Discussion:

None

6. Adjourn:

MOTION to adjourn at 8:12pm by Erlene Provencher, seconded by Pat Compositor. All in favor (by ayes) 5-0.