

**SPECIAL TOWN MEETING  
TOWN OF LITCHFIELD  
MARCH 28, 2019**

A Special Town Meeting of the Town of Litchfield was held on Thursday, March 28, 2019 at the Litchfield Intermediate School Auditorium. There were approximately 46 people present. Leo Paul, Jr., First Selectman, called the meeting to order at 7:03 p.m. Lisa A. Losee, Town Clerk, served as Clerk.

Motion was made by Paul Parsons and seconded by Gary Gillman to nominate Cleve Fuessenich to act as Moderator. A motion was made by John Cox and second by G. Gillman to close nominations and all voted in favor to do so. Vote was then taken by voice that Cleve Fuessenich preside as Moderator. All voted in favor. Motion carried.

Bill Burgess made motion to waive the reading of the Call, seconded by Gayle Carr. All voted in favor and the motion carried. A copy of the warning is attached to these minutes as Exhibit A.

The Moderator stated that the return of posting and publication of this notice, on file and of record, states that said Notice, bearing the written signatures of a majority of the Board of Selectmen, had been posted on the Town's signpost, Town's web site or other exterior place near the office of the Town Clerk on March 20, 2019, and a copy thereof had been published in the Republican-American, a newspaper having substantial circulation in said Town, in its issue of March 21, 2019. It is attached to these minutes as Exhibit B.

The Moderator then stated that persons eligible to vote at Town Meetings are (i) any person who is an elector of the Town of Litchfield and (ii) any citizen eighteen years of age or more who, jointly or severally, is liable to the Town of Litchfield for taxes assessed against him or her on an assessment of not less than One Thousand Dollars on the last-completed grand list of the Town, or who would be so liable if not entitled to an exemption under subdivision (17), (19), (22), (23), (25) or (26) of Section 12-81 of the General Statutes.

The Moderator read Item I: To consider and act upon an amendment to the Code of Ordinances of the Town of Litchfield, Chapter 6. Fire Prevention and Protection, Article III. Smoke and Fire Alarms.

A copy of the ordinance was made available to all in attendance and is attached to these minutes as Exhibit C.

Jeff Zulo made motion to adopt said ordinance, seconded by P. Parsons.

First Selectman Leo Paul Jr. explained that this ordinance is meant to clean up language of existing ordinance. Sam Kinkade, Fire Marshall, further explained that the current ordinance is outdated; State fire code has changed; some amendments are being made to remove liability of the Town to make inspections that are no longer required and remove standards no longer in print; to increase fines for false alarms in excess of two occurrences within a 12 month period as opposed to a calendar year, the timing to begin upon the first such false alarm; requirements for 'lock boxes' for public buildings, not personal residences, with an 'opt out' clause that allows an exemption to those businesses that are required to maintain confidentiality such as doctors' offices. G. Gillman added that this pertains to monitored alarm systems only and not residential properties. S. Kinkade

agreed and stated that there will be no charge for the first alarm, a letter of warning for the second and fines beginning the third time intending to help to force owners of those commercial buildings with broken sprinklers or alarms to fix them for the safety of the public.

There being no further discussion a vote was taken by hand count to adopt said ordinance. 43 people voted in favor and none were opposed. Motion carried.

The Moderator read Item II: To consider and act upon an amendment to the Code of Ordinances of the Town of Litchfield, Chapter 6. Fire Prevention and Protection, by adding Article IV. Fire Marshal's Office – Fee Schedule.

A copy of the ordinance was made available to all in attendance and is attached to these minutes as Exhibit D.

Margaret Hunt made motion to adopt said ordinance, seconded by P. Parsons.

Fire Marshall Sam Kinkade spoke to the \$10 open burning fee proposed after researching fees throughout the State that go up to \$50 in some towns. This fee will help to cover the cost of inspections at open burning sites. He explained that Planning & Zoning often requests the Fire Marshall's office to review plans for subdivisions or large construction projects such as Stop and Shop prior to approval. Added fees for this service will help to cover the cost of such reviews or allow the outsourcing of review to specialized companies. This ordinance allows for a \$25 tent permit, allowing to cover the cost of inspection to meet fire codes, and allows for a fire watch at the discretion of the Fire Marshall over large events such as fireworks.

G. Gillman spoke of his concern that this would include large private events such as weddings, community center events, and pasta dinner fundraisers. \$40.00 an hour is too much. He trusts the current Fire Marshall, but one may not be as good in the future. There needs to be guide lines rather than being left up to the discretion of the Fire Marshall. He doesn't understand the need as everyone has cell phones to call 911 if necessary. He warned that once this is passed it is forever and he cannot support this.

The Fire Marshall explained that this is intended to off-set the cost of support to extreme events, such as a play in which special effects are in use or ball games that attract large crowds. David R. Wilson asked how many open burning permits were issued last year and how many locations had to be visited. He also asked how the mechanics of collecting a fee would be worked. S. Kinkade stated that 300 permits were issued last year and 10 locations were visited. The issuance of permits would be through the Fire Marshall's office at the Town Annex, which already takes cash in and issues receipts. D. Wilson then asked if the Fire Marshall's office would be open through the lunch hour to issue permits and S. Kinkade answered that it would.

Danny Clock asked if a vote could be taken on each section of the ordinance individually and Town Attorney Mike Rybak explained the proper process of what could occur.

G. Gillman then made a motion to amend the ordinance to remove the last section titled "Fire Watch" and Martha Bernstein seconded the motion. Discussion continued. Bill Burgess applauded the need for accountability but also stressed the need for trust. M. Hunt questioned whether or not this could be re-visited at a later time to make amendment and the answer was yes. She commented on public vs private events, saying that public events are covered by state law. S. Kinkade agreed. He explained that a Fire Watch is needed to help assure that venues in which large events are held are in compliance with fire codes. Tina Reardon questioned how the general public would know when they may need to step forward for a permit. S. Kinkade said that the Fire Marshall's office does not now get involved in single family homes. Ted Murphy questioned the \$40 per hour fee for events such as the Owl's Festival of Trees. S. Kinkade said that there is

already a history of that event and those of the Community Center and many others and that those institutions already co-ordinate with the Fire Marshall's office and have no history of non-compliance with fire codes. T. Murphy commented that it is the job of the government to protect the public without charging extra for that service. L. Paul agreed but commented that it is done so at a cost and stated that the Town is trying to re-coup the cost of doing so, just as the police do now. Coleen Kinkade commented that weddings are by invitation, the number of attendees are known and venues are aware of their legal capacity compared to, for instance, a Wamogo vs Litchfield rivalry basketball game where the number in the crowd is an unknown and that is an instance that a Fire Watch would be needed. She doesn't think that the cost of \$40 an hour for the public's safety is too much to ask. She supports this.

B. Burgess moved the question, seconded by G. Carr. By voice all voted unanimously in favor. A vote was then taken to adopt the ordinance as amended to remove the last section titled "Fire Watch". By hand count there were 24 people in favor and 18 opposed. The amendment was adopted. D. Wilson motioned to remove the open burning fee of \$10.00 for a four week burning permit, seconded by G. Gillman. Dan Morosani moved the question seconded by Lynne Stone and all voted unanimously in favor to do so. A vote by hand was then taken. 7 people voted in favor of removing the fee and 30 were opposed. The motion was defeated.

G. Gillman moved the original question, to adopt Item II as amended, seconded by M. Hunt. By hand count 36 people voted in favor and none were opposed. Motion carried and the amended ordinance was adopted.

The Moderator read Item III: To consider and act upon an agreement entitled, "Interlocal Agreement for Emergency Medical Services, Towns of Litchfield and Morris, Litchfield Ambulance Association, Inc. and Bantam Fire Company, Inc."

A copy of the Interlocal Agreement was made available to all in attendance and is attached to these minutes as Exhibit E. M. Hunt made motion to adopt said agreement, seconded by P. Parsons, and asked for an overview. John Pudlinski, Chief of the Litchfield Ambulance Association (LVA) briefly explained the history and the proposed agreement between the town of Morris, LVA and Bantam Fire Company. The town of Morris has already approved this agreement which means that Morris will make payment to the LVA and the Bantam Fire Company for ambulance coverage to Morris. He stated that the goal is to get Morris back on board with their own coverage hopefully within a year or two. He has been training many Morris volunteers. There is no cost to the Town of Litchfield for this service. This agreement is required for insurance needs. Morris pays workmen's comp insurance for LVA and Bantam Ambulance while they are on calls in Morris.

G. Gillman questioned how the LVA funds are connected to the Town so we don't end up like Morris.

J. Pudlinski re-stated that there is no money coming from Litchfield, that LVA reduced their budget request from last year, that there is no increase from Litchfield through the Board of Fire Commissioners mostly because they anticipated the receipt of money from Morris. L. Paul further explained that the Town provides an operating budget to LVA as it does to the Fire Departments to provide service to the residents of the Town of Litchfield as the Town is obligated to do.

G. Gillman again questioned the fact that Morris will give money to LVA and is concerned LVA money is not connected to the town so what is to stop LVA from running off with the money that the town gives them as happened in Morris. Leo commented that this discussion is about Litchfield, not Morris, and that the comment of LVA running off with money is completely inappropriate; that we have to cover emergency services by State Law and that our proximity to

Morris is why Litchfield and Bantam is covering Morris and why Goshen was not asked to do so, that would make no sense. Danny Clock, LVA member, stated that there is no comparison between the towns of Morris and Litchfield. LVA owns two ambulances, Litchfield owns one. LVA has never had the agreement with the town of Litchfield that Morris had. G. Carr asked if the money will go into the LVA account. L. Paul said yes, not the Town. \$6,000.00 was dropped in the budget in anticipation of this money from Morris. T. Murphy asked who logs the books for LVA and Fire Departments. L. Paul stated that LVA and each fire department is their own 501C and manage their own funds. They are closely watched by the Fire Commission. J. Zullo stated that Litchfield supports the LVA and Fire Departments with Capital funding as needed as well but LVA also make purchases on their own. The Board of Selectmen watches closely and highly endorses the LVA plan.

G. Carr moved the question, seconded by B. Burgess and all voted in favor to do so.

A vote was then taken by hand count to adopt Item III. 46 people voted in favor, none were opposed. Motion carried.

The Moderator read Item IV: To consider and act upon updates to the Litchfield Merit and Municipal Pension Plans.

A copy of the pension and merit plan updates were made available to those in attendance and are attached to these minutes as Exhibit F. M. Hunt made motion to adopt Item IV, seconded by Joe Manes. L. Paul Jr. explained that these updates were meant to clean up language, to continue to be viable and correct according to statute. They are endorsed by the unions and fire companies who previously reviewed the updates. B. Burgess moved the question, seconded by John Morosani and all voted in favor to do so. Vote was then taken by hand count to adopt Item IV. 41 people voted in favor and none were opposed. Motion carried.

The Moderator read Item V: To consider and act upon adoption of the following ordinance to the Code of Ordinances of the Town of Litchfield, Chapter 2 Administration, Article II. Boards, Commissions and Committees, Division 7. Board of Education, Sections 2-90, 2-91, 2092, 2-93, and 2-94; to revise the term of office of the members of the Board of Education.

A copy of the proposed ordinance was made available to all those in attendance and is attached to these minutes as Exhibit G.

Lynne Stone moved to adopt said ordinance seconded by J. Morosani.

B. Burgess, chairman of the Board of Finance, wishes that this could also be done for the Board of Finance. He stated that six years is a long time and this change will attract more candidates. He was asked by the Board of Selectmen to poll both the Democratic and Republican Town Committees and stated that both were fully supportive and unanimously in favor of this change.

G. Carr, member of the Democratic Town Committee, thinks it would be more difficult to find four or five willing candidates; that the process will be more difficult; that it will create instability among the committee; that it takes up to two years to learn the position and will vote against this.

G. Gillman asked if there were limits as to how many terms someone can run for the board and the answer was no. Tina Reardon served one six year term and stated that it is a long time, a really big commitment, and she may have considered running again if the term had been four years instead of six. Avery Jenkins agreed that it takes a long time to learn the position and feels that someone who commits to a six year term will be a better quality candidate. J. Morosani found in speaking to many volunteers that there would be more interest to serve a four year term rather than a six year term. He believes one can certainly contribute during the first year. L. Stone is serving

her second year on the Board of Education and echoed J. Morosani, adding that change on a board is good as it brings a different perspective and is beneficial to the schools and the Town. J. Zullo asked Town Attorney Michael Rybak to speak to the way this change will be phased in. Atty. Rybak explained that the ordinance will be amended so that in November of 2019 two candidates will be elected to serve four year terms and one will be elected to serve a two year term; in 2021 four seats will be filled to serve four years and 2023 five seats will be filled to serve four years. The number of seats up for election will alternate from four to five each municipal election thereafter. Town committees will be able to nominate as many candidates as can be elected, providing minority representation allows, and electors will be able to vote up to the full number of available seats, as opposed to only two out of the three as it is now. Jodi Tenney asked for minority representation to be clarified; currently the Statute followed by the Town allows for no more than five of one party to be seated and with this ordinance, Sec. 9-167(a) will apply, allowing a maximum of six from one party to be seated. John Noone, Board of Education member from 2003-2014 chaired the BOE Finance Committee during his tenure and commented that it is a huge commitment to serve; that along with regular meetings there are several sub-committee meetings and hearings that members must attend. He is in favor of the term change stating that it would be more attractive to candidates interested in serving. B. Burgess commented that volunteering is work and members can be as engaged as they want to be; greater tenure does not necessarily create better quality. D. Clock moved the question, seconded by M. Hunt. One person was opposed. Vote was then taken by hand to adopt said ordinance. 39 people voted in favor, 6 were opposed. Motion carried.

There being no further business to discuss P. Parsons motioned to adjourn the meeting, seconded by M. Hunt. All were in favor and the meeting was called at 8:28 p.m.

Respectively submitted,



Lisa A. Losee  
Town Clerk


**NOTICE OF A SPECIAL TOWN MEETING  
TOWN OF LITCHFIELD  
TO BE HELD MARCH 28, 2019**


Notice is hereby given to the electors of the Town of Litchfield and those qualified taxpayers lawfully entitled to vote in Litchfield Town Meetings pursuant to Section 7-6 of the Connecticut General Statutes that a Special Town Meeting will be convened on March 28, 2019, at 7:00 P.M., at the Litchfield Intermediate School Auditorium, Litchfield, for the following purposes:


- I. To consider and act upon an amendment to the Code of Ordinances of the Town of Litchfield, Chapter 6. Fire Prevention and Protection, Article III. Smoke and Fire Alarms.
- II. To consider and act upon an amendment to the Code of Ordinances of the Town of Litchfield, Chapter 6. Fire Prevention and Protection, by adding Article IV. Fire Marshal's Office – Fee Schedule.
- III. To consider and act upon an agreement entitled, "Interlocal Agreement for Emergency Medical Services, Towns of Litchfield and Morris, Litchfield Ambulance Association, Inc. and Bantam Fire Company, Inc."
- IV. To consider and act upon updates to the Litchfield Merit and Municipal Pension Plans.
- V. To consider and act upon adoption of the following ordinance to the Code of Ordinances of the Town of Litchfield, Chapter 2 Administration, Article II. Boards, Commissions and Committees, Division 7. Board of Education, Sections 2-90, 2-91, 2-92, 2-93, and 2-94" to revise the term of office of the members of the Board of Education.

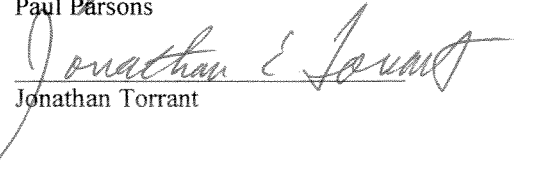
Copies of the amendments to the Code of Ordinances, pension and merit plan updates, and the interlocal agreement are available for public inspection in the First Selectman's Office.

Dated at Litchfield, Connecticut this 19<sup>th</sup> day of March, 2019.

  
\_\_\_\_\_  
Leo Paul, Jr.


  
\_\_\_\_\_  
Anne Dranginis

  
\_\_\_\_\_  
Paul Parsons

  
\_\_\_\_\_  
Jonathan Torrant

**A MAJORITY OF THE  
BOARD OF SELECTMEN  
TOWN OF LITCHFIELD**

Any persons requiring special assistance should contact First Selectman Leo Paul, Jr. between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday at 860-567-7550.

RECEIVED  
10:02 am  
MAR 20 2019  


# Exhibit B

## POSTING CERTIFICATE NOTICE OF SPECIAL TOWN MEETING

I, Lisa A. Losee, the duly elected Town Clerk of the Town of Litchfield, Connecticut, hereby certify that I have posted in this office, and all other places designated by the Town, the warning of Special Town Meeting to be held on Thursday, March 28, 2019, which has been caused to be published in the Republican-American, a newspaper having a substantial circulation in the Town of Litchfield in its issue of March 21, 2019 which publication was at least five days prior to the holding of said Town Meeting (counting the date of publication but NOT the date of the meeting).

Signed and sealed at Litchfield, Connecticut this 20th day of March, 2019.

Attest:



Lisa A. Losee  
Town Clerk  
Town of Litchfield

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TOWN OF LITCHFIELD  
CODE OF ORDINANCES

March 28, 2019

RESOLVED: That the Code of Ordinances of the Town of Litchfield, Chapter 6. Fire Prevention and Protection, Article III. Smoke and Fire Alarms is hereby amended as follows:

Article III Smoke and Fire Alarms

~~Sec. 6-46 Permit for Installation.~~

- ~~a. Required. Before installation of any auxiliary or remote early warning detection, smoke or fire alarm, the installing agent will secure a permit from the building inspector.~~
- ~~b. Application for such permit shall include sketches or drawings in sufficient detail to show the planned project. The applicant shall provide evidence that he/she holds a valid state license to perform the electrical work required for the installation. Notice shall be provided to the fire marshal of the planned installation and date when the installation is to take place.~~

~~(Ord. of 5-28-02(3))~~

~~Delete section, the requirements for installation are defined in the CT Building Code, CT Fire Safety Code~~

Sec. 6-47 Definitions

*Alarm system* means any device or assembly of equipment or devices, arranged to signal the presence of hazard requiring urgent attention and to which police, fire or other town department personnel are expected to respond, including, without limitation, all burglar, fire, holdup freezer, flooding, boiler, or other alarms, whether audible or inaudible.

*Alarm user* means any person or company on whose premise any alarm system is maintained within the Town of Litchfield

*Audible alarm* means any alarm system, which generates an audible signal that may be heard outside of the protected location when actuated.

*Automatic telephone dialing device* also known as direct dialers means an alarm system which automatically transmits over telephone line by direct connection or otherwise a pre-recorder voice message indicating the existence of the emergency situation that the alarm system is designed to detect.

*False alarm* means the activation of an alarm system through failure, malfunction, improper installation, or negligence of the owner or lessee or of his agents or employees and does not include alarms caused by extreme weather conditions or acts of God.

*Key Holder* means persons who have legal access to enter, and responsibility for the premises.



*Lock Box* means an underwriter's Laboratory type secure box or vault of a size and style approved by the Fire Marshal or Fire Marshal Designee which contains key(s) for the exclusive use of the fire department and ambulance personnel at access the premise in an emergency.

*Nuisance alarm* means any alarm caused by mechanical failure, malfunction, improper installation, or lack of proper maintenance, or any alarm activated by cause that cannot be determined.

(Ord. of 5-28-02(3))

~~Sec. 6-48. Use of approved components.~~

~~\_\_\_\_\_ No components shall be used in any auxiliary or remote early warning or detection smoke or fire alarm system, which are not approved by the authority having jurisdiction under 6-49.~~

(Ord. of 5-28-02(3))

~~Sec. 6-49 Standards~~

~~\_\_\_\_\_ All early warning, smoke and fire alarm systems regulated in the this article shall conform to the following standards published by National Fire Protection Association, as the same may be from time to time amended, to the extent applicable:~~

(Ord. of 5-28-02(3))

~~Delete, CT adopts standards through the CT Building Code, CT Fire Safety Code, CT Fire Prevention Code~~

- ~~1. NFPA 71, Standard for the Installation Maintenance and Use of Central Station Signaling Systems; NFPA incorporated this standard into NFPA 72, Delete~~
- ~~2. NFPA 72A, Standard for the Installation, Maintenance and Use of Local Protective Signaling Systems; In 1990 NFPA incorporated this standard into NFPA 72, Delete~~
- ~~3. NFPA 72B, Standard for the Installation, Maintenance and Use of Auxiliary protective Signaling Systems Misprint, should read NFPA 72B, In 1990 NFPA incorporated this standard into NFPA 72, Delete~~
- ~~4. NFPA 72C, Standard for the Installation Maintenance and Use of Remote Station Protective Signaling Systems for Fire Alarm and Supervisory Service In 1990 NFPA incorporated this standard into NFPA 72, Delete~~
- ~~5. NFPA 72D, Standard for the installation, Maintenance and Use of Proprietary Protective Signaling Systems; In 1990 NFPA incorporated this standard into NFPA 72, Delete~~
- ~~6. NFPA 72E: Standard for Automatic Fire Detectors; In 1990 NFPA incorporated this standard into NFPA 72, Delete~~
- ~~7. NFPA 70, National Electrical Code. NFPA 70 is adopted by the CT Building Code and CT Fire Safety Code, Delete~~

(Ord. of 5-28-02(3))

~~Sec. 6-50 Inspections.~~

~~\_\_\_\_\_ The fire marshal or building official shall make at least one (1) on-site inspection during installation of any auxiliary or remote early warning or detection smoke or fire alarm system. No such system will be connected to the dispatching facility until the fire marshal or building official has~~

~~inspected the system as to the operational acceptability of its components and as to its reliability and has approved the system. The system installer shall provide a certificate of testing and compliance to the fire marshal or building official.~~

~~(Ord. of 5-28-02(3))~~

~~Delete section, the requirements for inspections are defined in the CT Building Code, CT Fire Safety Code and CT Fire Prevention Code~~

#### Sec. 6-51 Maintenance, system operation, false alarm

- (a) Unless required by law, All no audible alarms device, which produces an exterior audible signal, shall be equipped with a device which shall limit the duration of such audible signal to ~~not more than ten (10) minutes~~ installed unless the duration of its audible signal is automatically restricted to a maximum of thirty (30) minutes.
- (b) No person or company shall have an automatic telephone-dialing device within the Town of Litchfield terminating at any municipal police station, fire station, or ambulance headquarter or other such municipal public safety office.
- (c) ~~All alarm users~~ The central Station shall be responsible for notification to the property owner or key holders whenever an alarm is activated.
- (d) False alarms in excess of two (2) occurrence within twelve (12) months ~~in any calendar year~~ shall be subject to penalties as prescribed in section 6-53

~~(Ord. of 5-28-02(3))~~

#### Sec. 6-52. False Alarms- Grace period for new installation

For the first thirty days after the installation of a new alarm system, there shall be no penalty, as defined in section 6-53 for any false alarms. It shall be the responsibility of the owner, lessee, or agent of such to provide the ~~Town of Litchfield First Selectman's Office~~ *Litchfield Fire Marshal Office* of the date of the initial activation of the system, within fire (5) business days of said activation.

~~(Ord. of 5-28-02(3))~~

#### Sec. 6-53 Penalties

- (a) A penalty of ~~twenty-five dollars (\$25.00)~~ fifty dollar (\$50.00) will be assessed for the third false alarm occurring within twelve (12) months ~~calendar year~~ requiring police response. A penalty of ~~fifty dollars (\$50.00)~~ one hundred dollars will be assessed for the fourth and each subsequent false alarm occurring within twelve (12) months ~~in a calendar year~~ requiring police response.
- (b) A penalty of one hundred dollars (\$100.00) will be assessed for the third and each subsequent false alarm occurring within twelve (12) months ~~in a calendar year~~ requiring fire department response.
- (c) A penalty of twenty-five dollars (\$25.00) will be assessed for each violation of section 6-51(a). The installation of an alarm that does not comply section 6-51(a), as well as each time that an audible signal is emitted from such an alarm for more than ~~ten (10) minutes~~ thirty (30) minutes shall constitute a separate violation of section 6-51(a)
- (d) A penalty of twenty-five dollars (\$25.00) will be assessed for each violation of section 6-51(b). The installation of an automatic telephone dialing device that violates section 6-51(b), as well

as each time that such a device dials into any municipal police station, fire station or other such municipal public safety office shall constitute a separate violation of section 6-51(b).

- (e) For each incident, each applicable penalty shall be assessed, except that no penalty for any single violation shall, in aggregate, exceed one hundred dollars (\$100.00)
- (f) It shall be the duty of the fire department in the district where the false alarm occurs, to notify the Fire Marshals Office of any issues regarding a false alarm. It shall be the duty of the fire department to document each false alarm in the incident report with a detailed narrative with contact information including name, address, and contact phone number. The Fire Marshals Office is to, review incident report generated by the fire department and follow up with the owner/renter/leaser on the issue with the false alarm and issue fines as described in Section 6-53 (a) – (e). (add)
- (g) In determining the appropriate fine amount, an alarm user shall be subject to fines according to the number of false alarms occurring within the twelve (12) months prior to the date of the current false alarm charge. In determining the number of false alarms it shall not be consider past false alarms that are one (1) year old, or older. The computation of total burglar alarms and total fire alarms shall not be counted together

(Ord. of 5-28-02(3))

#### Sec. 6-54 Payment

- (a) All payments of penalties will be made to the town tax collector within ~~fifteen (15)~~ thirty (30) days off assessment.
- (b) ~~If a penalty is not paid within fifteen (15) thirty (30) days of assessment, on the thirty first day after issuance, the penalty amount will be doubles and will be doubled again after thirty (30) sixty (60) days.~~
- (c) Any person or company who fails to pay a penalty within the thirty (30) days of issuance shall be responsible for all attorney's fees, court cost, and legal fees incurred by the town of to enforce the collection of said penalties.
- (d) In the event that any fine is not paid in full within thirty (30) days, interest shall accrue at the highest rate allowed by law. A lien may be obtained on the property protected by the alarm system if any person fails to pay any fine or charge within 60 days, in addition to criminal enforcement which might be initiated for delinquent fines.
- (e) The Town, upon authorization of the Board of Selectman, may institute civil proceedings to enforce the provisions of this article.

(Ord. of 5-28-02(3))

#### Sec. 6-55 Appeals.

- (a) For any violation for which a penalty has been assessed an alarm user may appeal to the Board of Fire Commissioners and Emergency Medical Services with fifteen (15) days working days of penalty assessment, but such appeal shall not deter any further enforcement action. The appeal must be in writing and received by office of the first selectman at least five (5) working days before the next regularly scheduled meeting. Appeals shall be acted on at the next regular meeting of the Board of Fire Commissioners and Emergency Medical Services and a decision shall be mailed by certified mail to the alarm user within fifteen (15) days of that meeting.
- (b) In event that an alarm user files an appeal of a penalty, the payment schedules in subsection 6-54(a) through (c) will take effect on the date of mailing of the decision of the Board of Fire Commissioners and Emergency medical Services

(Ord. of 5-28-02(3))

#### Sec. 6-56 Liability

The Town of Litchfield shall not be liable for any defects in operation of any signal line system; for any failure or neglect to respond appropriately upon receipt of an alarm from such source; for any failure or neglect of any person in connection or removal of equipment; the transmission of alarm signals, or the relaying of such signal or messages.

(Ord. of 5-28-02(3))

#### Sec 6-58 Exceptions

The provisions of this article shall not apply to alarm devices on premises owned or controlled by the Town, including the Board of Education, the State of Connecticut or the government of the United States nor to alarm devices installed in a licensed motor vehicle, trailer or boat.

#### Sec 6-59 Notes

- (a) The system owner shall be notified by certified mail after the second false alarm that they are ordered to have the system inspected by a fire alarm service company and written documentation of corrective action taken is to be submitted to the Fire Marshal Office
- (b) The system owner shall be notified by certified mail of the third and all subsequent false alarms, stating the numbers of false alarms, amount of fine, findings of Fire Department upon investigation, and consequences if the fine is not paid within 30 days.

#### Sec 6-60 Key Lock Boxes Required

The following structures equipped with or required to be equipped with fire detection or fire suppression systems or equipment shall have a lock box installed at or near the main entrance or such other location as required by the Fire Marshal or Fire Marshal Designee:

- (a) Commercial or industrial structures protected by an automatic alarm system or automatic suppression system, or such structures that are secured in a manner that restricts access during an emergency.
- (b) Governmental structures, schools and nursing care facilities.
- (c) Multifamily residential structures that have restricted access through locked doors and have a common corridor for access to living units.

#### Sec 6-61 Key Lock Boxes Exemptions

Businesses, firms or other entities that are legally required to maintain customer, client, trade or patient confidentiality shall be exempt from this requirement. Businesses, firms or other entities that provide sensitive personal services or that routinely store or handle potentially hazardous or expensive, rare or unique materials may, in the discretion of the Fire Marshal or Fire Marshal Designee, be exempted from this requirement.

#### Sec 6-62 Key Lock Boxes Opt-out

Any property owner not otherwise exempt may opt out of the lock box program if such owner or owner's authorized insurance agent furnishes the Fire Marshal Office with a letter of understanding from the insurer of the subject premises directed to the Town of Litchfield and all Litchfield Fire Departments and ambulance personnel and acknowledging its understanding that the Litchfield Fire Departments and ambulance personnel are not authorized to obtain access to the premises during an emergency by way of a lock box key and that damage resulting from forced emergency entry may occur. Additionally all owners of such premises shall execute and deliver to the Fire Marshal an agreement, in the form and substance required by the Fire Marshal, holding the Town of Litchfield and Litchfield Fire Departments and ambulance personnel free, harmless and indemnified from any claim for forced emergency entry damage or delayed access.

#### Sec 6-63 Installation and Location

Type of Lock box shall be approved by the Fire Marshal or Fire Marshal Designee. Location of installation of the lock box shall be approved by the Fire Marshal or Fire Marshal Designee.

#### Sec 6-64 Maintenance

In the event the key to the structure is changed or rekeyed, the owner/operator of the building shall immediately notify the Fire Marshal/ Fire Marshal designee and provide the updated access key. The key to the lock shall be secured in the key box.

#### Sec 6-65 Compliance

- (a) The owner(s)/Occupant(s) of a structure subject to this ordinance, shall have sixty (60) days comply with this ordinance after being notified in writing.
- (b) The owner(s) of each newly constructed structure subject to this ordinance shall have a lock box installed and operational in accordance with this ordinance prior to issuance of a certificate of occupancy.

#### Sec 6-66 Penalties

- (a) Any building owner or operator violating any provision of this lock box ordinance shall be subject to a fine of \$100 for every violation of this ordinance.
- (b) The existence of a violation for a period of up to 30 continuous days shall constitute a single violation.
- (c) Fire Marshal / Fire Marshal designee shall notify the responsible party of any violation, by mail. Within 30 days of the mailing of such notice, the owner/operator may correct the violation or show why the structure was not subject to this ordinance.
- (d) Within 30 days after the mailing of such notice, the owner/operator may file and appeal with the Board of Fire Commissioners and Emergency Medical Services, in writing.

This ordinance shall take effect fifteen (15) days after publication of a summary of its provisions in accordance with Connecticut General Statutes §7-157(b).

Adopted by Town Meeting: March 28, 2019.

Published in the Republican-American on April 2, 2019.

Effective date: April 17, 2019.

Litchfield Town Records: Volume     , Page(s):     .

**TOWN OF LITCHFIELD  
CODE OF ORDINANCES**

March 28, 2019

RESOLVED: That the Code of Ordinances of the Town of Litchfield, Chapter 6. Fire Prevention and Protection, is hereby amended by adding Article IV. Fire Marshal's Office – Fee Schedule, as follows:

The following is the fee schedule for the Town of Litchfield Fire Marshal's Office. The purpose of this fee schedule is to charge for work outside of the required occupancy inspections.

**Opening Burning**

Open Burning Permit Fee for the Town of Litchfield - \$10.00 for a Four (4) week burning permit

**Blasting Permit**

Blasting Permit - As set by Connecticut General Statutes, as amended.

**Explosive Magazine Storage Permit**

Explosive Magazine Storage Permit - As set by Connecticut General Statutes, as amended.

**Plan Review of New Construction / Additions / Renovations**

Any building plans for buildings 5,000 SF or greater may be required to have an independent plan review, as determined at the sole discretion of the Fire Marshal or Fire Marshal Designee. The independent plan review shall be conducted by a plan reviewer chosen and hired by the applicant from a list of pre-approved plan reviewers compiled by the Fire Marshal or Fire Marshal Designee. The applicant shall pay all costs associated with the contracted plan reviewer's independent review. The applicant shall submit the plan reviewer's written report, along with documentation that the reviewer's costs have been paid in full, prior to the Fire Marshal or designee reviews and approval of any such plan.

Construction of a New Building (As defined in the Connecticut Fire Safety Code);

New Building 1,000 SF to 2,500 SF - \$75.00

New Building greater than 2,500 SF to 5,000 SF - \$100.00

New Building greater than 5,000 SF to 7,500 - \$125.00 plus cost

New Building greater than 7,500 SF - \$250 plus cost

Addition to an Existing Building (As defined in the Connecticut Fire Safety Code);

New Addition 1,000 SF to 2,500 SF - \$75.00

New Addition greater 2,500 to less than 5,000 SF - \$100.00

New Addition greater than 5,000 SF to 7,500 - \$125.00 plus cost

New Addition greater than 7,500 SF - \$250 plus cost

Renovation to an Existing Building (As defined in the Connecticut Fire Safety Code);

Renovation 1,000 SF to 2,500 SF - \$75.00

Renovation greater 2,500 SF to less than 5,000 SF - \$100.00

Renovation greater than 5,000 SF to 7,500 - \$125.00 plus cost

Renovation greater than 7,500 SF - \$250 plus cost

Change of Use (As defined in the Connecticut Fire Safety Code);

Change of Use to a building n 1,000 SF to 2,500 SF - \$75.00

Change of Use to a building 2,500 SF to less than 5,000 SF - \$100.00

Change of Use to a building greater than 5,000 SF to 7,500 - \$125.00 plus cost

Change of Use to a building greater than 7,500 SF - \$250 plus cost

### **Fire Protection Systems New / Modification**

Plan review for any new Fire Protection System or modification to an existing Fire Protection system. Any fire protection plans may be required to have an independent plan review, as determined at the sole discretion of the Fire Marshal or Fire Marshal's Designee. The independent plan review shall be conducted by a plan reviewer chosen and hired by the applicant from a list of pre-approved plan reviewers compiled by the Fire Marshal or Fire Marshal's Designee. The applicant shall pay all costs associated with the contracted plan reviewer's independent review. The applicant shall submit the plan reviewer's written report, along with documentation that the reviewer's costs have been paid in full, prior to the Fire Marshal or designee reviews and approval of any such plan.

New Fire Alarm System in buildings less than 1,000 SF - \$50.00 plus Cost

New Fire Alarm System in buildings 1,000 SF to 2,500 SF - \$75.00 plus Cost

New Fire Alarm System in buildings greater 2,500 SF to less than 5,000 SF - \$100.00 plus Cost

New Fire Alarm System in buildings greater than 5,000 SF - \$125.00 plus cost

Modifications to an existing Fire Alarm System in buildings less than 1,000 SF - \$25.00 plus Cost

Modifications to an existing Fire Alarm System in buildings 1,000 SF to 2,500 SF - \$50.00 plus Cost

Modifications to an existing Fire Alarm System in buildings greater 2,500 SF to less than 5,000 SF - \$75.00 plus Cost

Modifications to an existing Fire Alarm System in buildings greater than 5,000 SF - \$100.00 plus Cost

New Fire Sprinkler System in buildings less than 1,000 SF - \$50.00 plus Cost

New Fire Sprinkler System in buildings 1,000 SF to 2,500 SF - \$75.00 plus Cost

New Fire Sprinkler System in buildings greater 2,500 SF to less than 5,000 SF - \$100.00 plus Cost

New Fire Sprinkler System in buildings greater than 5,000 SF to 7,500 - \$125.00 plus cost

New Fire Sprinkler System in buildings greater than 7,500 SF - \$250 plus cost

Modifications to an existing Fire Sprinkler System 1 to 100 heads - \$50.00 plus Cost

Modifications to an existing Fire Sprinkler System 101 to 500 heads - \$75.00 plus Cost

Modifications to an existing Fire Sprinkler System with more than 500 heads - \$100.00 plus Cost

Food Service Type I Hood System, Review and Inspection - \$50.00

Other Fire Protection Extinguishing Systems (Clean agent, Carbon Dioxide, FM 200) - \$150.00  
(This would cover the cost for purchasing of the required reference material to review such system)

Fire Protection, Review and inspection of;

- a) Review and installation of an underground storage tank equal to or less than 10,000 gallons - \$50.00
- b) Review and inspection of an underground storage tank great than 10,000 gallons - \$75.00
- c) Review and inspection of dry hydrants - \$50.00
- d) Review and inspection of Pressurized hydrants – \$50.00

**Site Plan Review** (As requested by Planning and Zoning Commission) – **To be paid before Zoning Permit is issued**

- Proposed Construction of a new building – \$25.00
- Subdivision Plan Review (1 to 5 lots) – \$75.00
- Subdivision Plan Review (6 to 10 lots) – \$100.00
- Subdivision Plan Review (More than 10 lots) – \$150.00

**Permits for Tents and Other Membrane Structures** (As defined in the Connecticut Fire Safety Code and Connecticut Fire Prevention Code)

Permit to locate, erect or Place Tents and Other Membrane Structures. (Not to exceed 180 Days) - \$25.00

If a Permit for Tent and Other Membrane Structures is not obtained the property owner/renter/leaser shall be subject to a fine of \$50.00

Temporary kitchen in conjunction with a Tents and Other Membrane Structures - \$25.00

This ordinance shall take effect fifteen (15) days after publication of a summary of its provisions in accordance with Connecticut General Statutes §7-157(b).

Adopted by Town Meeting: March 28, 2019.

Published in the Republican American on April 2, 2019.

Effective date: April 17, 2019.

Litchfield Town Records: Volume     , Page(s):     .



**INTERLOCAL AGREEMENT  
FOR EMERGENCY MEDICAL SERVICES  
TOWNS OF LITCHFIELD AND MORRIS  
LITCHFIELD AMBULANCE ASSOCIATION, INC. and  
BANTAM FIRE COMPANY, INC.**

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into as of July 1, 2018 by the TOWN OF LITCHFIELD ("Litchfield") a municipal corporation with an address c/o the First Selectman, Town Hall, 74 West Street, P. O. Box 488, Litchfield, CT 06759; the TOWN OF MORRIS ("Morris") a municipal corporation with an address c/o the First Selectman, Town Hall, 3 East Street, P. O. Box 66, Morris, CT 06763; the LITCHFIELD AMBULANCE ASSOCIATION, INC. d/b/a LITCHFIELD VOLUNTEER AMBULANCE ("LVA"), a Connecticut non-stock corporation with an address c/o its Chief Officer, 11 East Street, P. O. Box 851, Litchfield, CT 06759; and the BANTAM FIRE COMPANY, INC. ("BFC"), a Connecticut non-stock corporation with an address at 92 Doyle Road, P. O. Box 456, Bantam, CT 06750 (individually, a "party" or collectively, the "parties"); each party acting herein by its undersigned officer duly authorized.

RECITALS

A. Litchfield and Morris are responsible for arranging emergency medical service ("EMS") coverage to be provided by a licensed EMS provider within the boundaries of each municipality pursuant to Connecticut General Statutes ("C.G.S.") §7-148(c)(4)(D).

B. LVA was originally organized as Berkshire Hills Ambulance Association, Inc. on June 21, 1948 and is licensed by the Connecticut Department of Public Health, Office of Emergency Medical Services ("OEMS") to operate two basic life support (BLS) ambulances and to serve as the EMS Primary Service Area Responder ("PSAR") for Litchfield since May 3, 1995 pursuant to Connecticut State Agency Regulations ("RCSA") §19a-179-4.

C. The Morris Volunteer Fire Department, Inc. ("MVFD") was organized July 1, 1948, and for many years operated its own ambulance and served as the EMS Primary Service Area Responder for Morris until May 2, 2017, when MVFD surrendered its PSAR certificate to OEMS. Whereas LVA and BFC had responded to EMS calls in Morris relative to mutual aid agreements with MVFD prior to May 2, 2017, LVA and BFC began responding to EMS calls in Morris as primary responders as of May 2, 2017 when MVFD surrendered their PSAR designation.

D. On September 2, 2017, Morris entered into a service agreement with LVA for LVA to provide EMS coverage to Morris. Said agreement was signed on September 2, 2017, and was to remain in effect until such time that an EMS service was assigned the permanent PSAR for Morris. OEMS granted the permanent PSAR for Morris to LVA effective January 25, 2018. A formal contract was to be drafted by LVA and the Towns of Litchfield and Morris pursuant to LVA's permanent assignment of the PSAR.

E. The LVA's assigned Primary Service Area ("PSA") for Morris issued on January 25, 2018 includes BLS ambulances and First Responders. That is to say that no agency other than LVA can provide BLS ambulance or First Responder service to Morris.

F. Litchfield currently provides liability insurance and Workers Compensation insurance coverage through CIRMA for LVA volunteers, an annual operating budget subsidy of \$18,000 for the fiscal year 2018-19 and provided financial assistance toward the cost of ambulance capital equipment replacement during the fiscal year 2018-2019.

G. LVA receives and retains all revenue from EMS billings for Medicare, Medicaid, private insurance and patients in Litchfield and surrounding mutual aid towns and uses its revenue to pay its operating expenses, the cost of emergency medical technicians ("EMTs") provided by Vintech Management Services, Inc. ("Vintech"), and a portion of the cost of ambulance replacement.

H. LVA owns and operates two basic life support ambulances to cover Litchfield and Morris.

I. BFC was organized December 7, 1920 and for many years has provided basic level PSAR EMS coverage for the Bantam Fire District and mutual aid to LVA for EMS coverage of Litchfield and Morris.

J. Litchfield, Morris, LVA, and BFC wish to define their respective legal and financial obligations by means of this Agreement adopted pursuant to C.G.S. Sections 7-339a to 7-339l, inclusive, as may be amended.

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals and the provisions exchanged herein, the Parties hereto agree as follows:

### 1. Purpose; Term.

1.1. The purpose of this Agreement is to define the legal relationship and financial responsibilities of the parties and to provide for public health and safety through the coordinated provision of emergency medical services and mutual aid.

1.2. Each "Contract Year" under this Agreement shall be the twelve (12) month period from July 1 to the following June 30. The term of this Agreement shall be for two (2) Contract Years beginning with Contract Year 2018-2019, and shall be automatically renewed for three (3) consecutive Contract Years, unless a party notifies the other parties in writing, in accordance with Section 8 of this Agreement, of its intent to terminate this Agreement, which notice must be provided at least ninety (90) days before the end of the then-current Contract Year, whereupon this Agreement shall terminate at the end of the then-current Contract Year and all rights and obligations of the parties under this Agreement shall terminate, except for any amount due or liability incurred under this Agreement prior to the effective date of

termination, and except for those obligations that are stated in Section 10.4, below to survive termination of this Agreement, unless LVA, OEMS, and the Morris Fire Co., Inc. ("MFC") or another qualified entity acceptable to Morris mutually agree to sooner transfer the responsibility of the Morris PSA to MFC or another qualified entity acceptable to Morris. Immediately upon such transfer, this Agreement shall terminate and all rights and obligations of the parties under this Agreement shall terminate, except for any amount due or liability incurred under this Agreement prior to the effective date of termination, and except for those obligations that are stated in Section 10.4, below to survive termination of this Agreement. This Agreement shall be reviewed on a yearly basis between the period of April 1st and April 30th. Morris's contribution will increase 3% annually; however, if LVA's prior year's expenses exceed the 3% increase, Morris's financial contribution will increase accordingly. Morris's payments to LVA and Litchfield must be received no later than August 1st of each Contract Year.

## **2. Primary Service Area Responders.**

2.1. LVA shall continue to serve as the PSAR for Litchfield on the same basis as it has in the past in accordance with all state and federal legal and regulatory requirements.

2.2. BFC shall continue to serve as the PSAR to the Bantam Fire District throughout the term of this Agreement. Due to the fact that Morris does not provide funding to LVA for a designated crew consisting of two EMTs through the third-party contractor (currently Vintech) between the hours of 6:00 p.m. and 6:00 a.m., BFC agreed to assist LVA and Morris by serving as the primary responder to Morris in the area comprised of West Shore Rd. and all areas to the west within the Town of Morris. During these hours, LVA has served and will continue to serve as the primary responder to the Town of Morris from East Shore Rd. and all areas to the east within the Town of Morris.

## **3. Staffing.**

3.1. Morris agrees to pay for two Emergency Medical Technicians who will staff one of the ambulances operated by LVA between the hours of 6:00 a.m. and 6:00 p.m. every day of year. The crew paid for by Morris shall consist of two Emergency Medical Technicians (EMTs). These EMTs shall be provided by Vintech Management Services, Inc., 18 Bird St., Torrington, CT or such other company mutually designated by LVA, Litchfield and Morris. Said EMTs must be in compliance with LVA's Certificate of Operation requirements, must have medical control through LVA's sponsor hospital, must successfully pass all testing as mandated by LVA, and must be authorized by LVA's Chief to staff an ambulance. LVA reserves the right to terminate/ban any EMT paid for by Morris at any time for failing to meet medical, professional, or LVA standards. Morris agrees to contract with and make payment directly to Vintech Management Services, LLC or any third-party contractor as is stipulated within this Agreement. Morris shall be solely responsible for all payments to Vintech or other third-party contractor for these two EMTs. Morris further agrees to make the stipulated capital contributions under Section 5.2, below.

3.2. When a paid crew funded by Morris is staffing one LVA ambulance, LVA will staff its other ambulance in accordance with LVA's practices, as well as all State of Connecticut OEMS rules and regulations. Both of LVA's ambulances shall be available to the towns covered within LVA's PSA.

#### **4. Revenue Recovery.**

4.1. LVA shall be responsible for billing patients, insurance and third-party payors for all services provided to all towns covered within LVA's PSA. None of the towns covered within LVA's PSA shall be responsible for any unpaid billing claims.

4.2. BFC shall be responsible for billing patients, insurance, and third-party payors for all services provided to all towns covered within LVA's PSA. None of the towns covered within LVA's PSA shall be responsible for any unpaid billing claims of BFC.

4.3. Any funds recovered by LVA and BFC for EMS responses to Morris shall be retained by LVA and BFC respectively.

#### **5. Cost of Operations and Ambulance Replacement.**

5.1. For Contract Year 2018-2019, Morris agrees to pay LVA a fixed amount of \$50,000.00 for its yearly operating costs in such Contract Year. The amount of \$50,000.00 is based upon the incurred expenses for fiscal year 2017-2018. For each additional Contract Year that this Agreement remains in effect, Morris agrees to pay LVA in accordance with the terms set forth in Section 1.2, above. As is set forth above, Morris agrees to pay LVA \$15,000.00 retroactively for the fiscal year 2017-2018. The payments due for fiscal year 2017-2018 and Contract Year 2018-2019 shall be paid by Morris within 30 days after execution and delivery of this Agreement by all parties hereto.

5.2. Beginning with Contract Year 2018-2019, the cost of ambulance replacement shall be shared equally by the Towns of Litchfield and Morris in conjunction with LVA's contribution based on a Two Hundred Thousand (\$200,000) Dollar ambulance replacement cost, and eight-year purchase cycle and annual straight-line depreciation, \$8,333.33 annual payments to be made by Morris to LVA to be deposited in a separate capital fund. The annual payment for Contract Year 2018-2019 shall be made by Morris within 30 days after execution and delivery of this Agreement by all parties hereto. This fund shall not be subject to claims of LVA's creditors and dedicated to vehicle replacement. The payments pertaining to Sec. 5.2 shall be adjusted annually on July 1 of each Contract Year by 3% over the prior Contract Year's cost to allow for inflation and shall be due and payable on or before August 1 of each Contract Year.

5.3. For Contract Year 2018-2019, Morris agrees to pay BFC a fixed amount of \$12,000.00, which shall be paid by Morris within 30 days after execution and delivery of this Agreement by all parties hereto.

Morris's contribution will increase 3% annually; however, if BFC's prior year's expenses exceed the 3% increase, Morris's financial contribution will increase accordingly. Annual payments to BFC shall be made on or before August 1 of each Contract Year.

#### **6. License and Certification.**

LVA represents to Litchfield and Morris that it currently holds and will continue to hold during the term of this Agreement all proper licenses and personnel certifications required by OEMS for the level of EMS provided to the PSA. LVA will notify Litchfield and Morris of any changes in license or certification which could affect LVA's ability to provide EMS to the PSA.

#### **7. Insurance and Indemnification.**

7.1. LVA, through Litchfield and BFC shall maintain the insurance coverages in the amounts and subject to the deductibles set forth in Attachment A hereto. Morris shall be named as an additional insured on all such automobile and liability insurance. Morris shall be entitled to 30 days' prior notification of any termination or modification of any and all such insurances.

7.2. Auto Damage: In the event of damage to a vehicle owned by and/or insured by Litchfield, LVA or BFC, Morris shall pay all deductibles and out of pocket expenses associated with a claim occurring as a result of a response into Morris by LVA or BFC under mutual aid, except if caused by the recklessness or willful misconduct of LVA, BFC or their respective agents, employees or contractors. Morris shall also pay any and all pro rata increases on a Contract Year basis of any increase in insurance premiums of Litchfield during the term of this Agreement that are attributable to claims occurring as a result of a response into Morris by LVA or BFC under mutual aid, except if caused by the recklessness or willful misconduct of LVA, BFC or their respective agents, employees or contractors.

7.3. Liability or Property Claims: Morris shall pay all deductibles and out of pocket expenses associated with a claim occurring as a result of a response into Morris by LVA or BFC under mutual aid, except if caused by the recklessness or willful misconduct of LVA, BFC or their respective agents, employees or contractors. Morris shall also pay any and all pro rata increases on a Contract year basis of any increase in insurance premiums of Litchfield during the term of this Agreement that are attributable to claims occurring as a result of a response into Morris by LVA or BFC under mutual aid, except if caused by the recklessness or willful misconduct of LVA, BFC or their respective agents, employees or contractors.

7.4. Worker's Compensation Claims: In the event of a Workers' Compensation claim, Morris shall pay all deductibles and out of pocket expenses associated with a claim occurring as a result of a response into Morris by LVA or BFC under mutual aid, except if caused by the recklessness or willful misconduct of LVA, BFC or their respective agents, employees or contractors. Morris shall also pay any and all pro rata increases on a Contract Year basis of any increase in insurance premiums of Litchfield during the term of this Agreement that are attributable to claims occurring as a result of a response into Morris by

LVA or BFC under mutual aid, except if caused by the recklessness or willful misconduct of LVA, BFC or their respective agents, employees or contractors.

7.5. Premium Increases: All premium increases for all lines of insurance will be assumed by Morris on a pro rata basis for so long as those Morris claims impact Litchfield's insurance premium costs.

7.6. [Reserved.]

7.7. Excess Liability Insurance: Any loss in excess of the limits of excess liability insurance shall be assessed to the municipality to which EMS assistance resulting in the applicable claim was being provided at the time the loss was incurred, except if caused by the recklessness or willful misconduct of LVA, MFC or their respective agents, employees or contractors.

7.8. Indemnification: Morris agrees to defend, indemnify and hold Litchfield harmless from and against all claims, demands, suits, liabilities, judgments and expenses, including attorney's fees and costs, that arise from, are alleged to arise from and /or result from a Morris LVA or Morris BFC call, except if caused by the recklessness or willful misconduct of LVA, BFC or their respective agents, employees or contractors.

## 8. Notices.

All communications sent regarding this Agreement shall be sent by first class mail with email copies as follows:

Town of Litchfield  
74 West Street - P. O. Box 488  
Litchfield, CT 06759  
Attention: Leo Paul, Jr., First Selectman  
Email: lpaul@townoflitchfield.org

Town of Morris  
3 East Street - P. O. Box 66  
Morris, CT 06763  
Attention: Tom Weik, First Selectman  
Email: 1stselectman@townofmorrisct.com

Litchfield Ambulance Association, Inc.  
11 East Street - P. O. Box 851  
Litchfield, CT 06759  
Attention: John Pudlinski, Chief  
Email: lhis074@sbcglobal.net

Bantam Fire Company, Inc.  
92 Doyle Road - P O. Box 456

Bantam, CT 06750  
Attention: Ryan Litwin, Chief  
Email: chief@bantamfirecompany.com

## **9. Interlocal Advisory Committee: Dispute Resolution.**

9.1. Interlocal Advisory Committee: This Agreement is an “interlocal agreement” between Litchfield and Morris as defined by C.G.S. §7-339a through §7-339l and shall be subject to the provisions of the statutes governing such agreements. The First Selectmen of Litchfield and Morris, together with the Chiefs of LVA and BFC, shall constitute the Interlocal Advisory Committee for the purpose of advising on administering, enforcing, reviewing, amending and renewing this Agreement and mediating all disputes arising under this Agreement.

9.2. Dispute Resolution: All claims, demands, disputes, controversies and differences which may arise under this Agreement or between the parties to this Agreement shall be submitted first to the Interlocal Advisory Committee for mediation. If mediation is unsuccessful, then such matters shall be submitted to unrestricted binding arbitration before a three (3) member arbitration panel consisting of one member chosen by each municipality within fifteen (15) days of receipt of demand for arbitration by the other municipality, and a third member chosen by the two arbitrators within fifteen (15) days thereafter, who shall meet in the Litchfield or Morris within fifteen (15) days thereafter to hear the parties’ claims pursuant to the rules of the Superior Court arbitration procedure; the cost of which shall be borne equally by the parties. If the two arbitrators are unable to agree upon the choice of a third arbitrator, application shall be made to the Superior Court for the Judicial District of Litchfield for appointment of a third arbitrator and the panel thus chosen shall convene within fifteen (15) days thereafter to hear the matter. A written decision shall be rendered within fifteen (15) days of the final adjournment of the hearing.

## **10. Miscellaneous.**

10.1 Amendments: The terms of this Agreement may be amended from time to time. However, any binding amendment shall be in writing and signed by all parties.

10.2 Governing Law: This Agreement shall be governed by the laws of the state of Connecticut without regard to its principles governing conflicts of law.

10.3. Withdrawal: Notwithstanding any other provision, and to the extent possible, while complying with applicable state and federal law, any party may withdraw from this Agreement with ninety (90) days written notice to the other parties; provided, however, such party shall be responsible for any amount due or liability incurred under this Agreement prior to the effective date of withdrawal and the withdrawing party shall continue to be responsible for those obligations of the withdrawing party that are stated in Section 10.4, below to survive termination of this Agreement.

10.4 Survival of Provisions: The insurance, indemnification and dispute resolution provisions herein shall survive the termination of this Agreement until all applicable statutes of limitations have expired, or until the conclusion of any pending dispute or litigation, whichever is the latest date.

10.5 Captions: Captions to provisions of this Agreement are for convenience only and shall form no part of this Agreement.

[Signature pages follow]

WITNESSED BY:

TOWN OF LITCHFIELD

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Leo Paul, Jr., First Selectman

STATE OF CONNECTICUT)

ss. Litchfield

COUNTY OF LITCHFIELD)

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned officer, personally appeared Leo Paul, Jr., First Selectman of the Town of Litchfield, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

\_\_\_\_\_  
Town Clerk/Ass't. Town Clerk  
Notary Public  
My Commission Expires:

WITNESSED BY:

TOWN OF MORRIS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Thomas Weik, First Selectman

STATE OF CONNECTICUT)

ss. Morris

COUNTY OF LITCHFIELD)



On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned officer, personally appeared Thomas Weik, First Selectman of the Town of Morris, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

\_\_\_\_\_  
Town Clerk/Ass't. Town Clerk  
Notary Public  
My Commission Expires:

WITNESSED BY:

LITCHFIELD AMBULANCE  
ASSOCIATION, INC.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
John Pudlinski, Chief

STATE OF CONNECTICUT)

ss. Litchfield

COUNTY OF LITCHFIELD)

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned officer, personally appeared John Pudlinski, Chief of the Litchfield Ambulance Association, Inc., known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

\_\_\_\_\_  
Town Clerk/Ass't. Town Clerk  
Notary Public  
My Commission Expires:

WITNESSED BY:

BANTAM FIRE COMPANY,  
INC.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Ryan Litwin, Chief

STATE OF CONNECTICUT)

ss. Bantam

COUNTY OF LITCHFIELD)

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned officer, personally appeared Ryan Litwin, Chief Bantam Fire Company, Inc., known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# Exhibit F

TO: Fran Carpenter (Chair- Litchfield Pension Commission)  
FROM: Richard Cohen (Shipman & Goodwin LLP)  
RE: Revisions to Merit Service and Town Pension Plan  
DATE: March 12, 2019

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Our firm was engaged by the Town of Litchfield and the Pension Commission pursuant to an RFP at the end of 2017 to restate both the Town of Litchfield Amended and Restated Municipal Employees' Retirement Plan ("Town Pension Plan") and also the Town of Litchfield's Merit Service Plan for the Town's Volunteer firefighters and volunteer ambulance/EMT workers ("Merit Service Plan"). The updating of the plan document was not intended to make any material substantive changes to the vesting or benefits provided under the plans, but rather to incorporate plan amendments adopted since the plan documents were last drafted, and also to include the required provisions under the Internal Revenue Code and IRS regulations that are needed to include in order to ensure that the plans remain qualified under the Internal Revenue Code. Accordingly, no material substantive changes have been made to either the Town Pension Plan or the Merit Service Plan with respect to the vesting rules or the benefits provided by the Plan.

With that purpose in mind, we have updated the plan documents, as follows:

1. Town Pension Plan: Summary of changes contained in 2018 Plan Restatement

A. **Main Law Changes Since last Restatement of Plan in 2002**

- Adds the applicable language for the minimum required distributions commencing at age 70-1/2. (IRC 401(a)(9))
- Incorporates the required provisions for the maximum annual pension amounts permitted under Section 415 of the Code and the 2007 IRS Regulations under Section 415.
- Revised the definition of Spouse to comply with Supreme Court decision in Windsor (spouse means person to whom a participant is legally married.)
- Modification of Direct Rollover Rules to add Automatic Rollover for Distributions between \$1,000-\$5,000.
- Updates Mortality Table and Interest Rates for calculating actuarial equivalents.
- Adds the right permitting rollovers into Roth IRAs.
- Adds the qualified military service rights added to the Code by the HEART Act of 2008 (Heroes Earnings Assistance and Relief Tax Act of 2008).
- Adds provisions that clarify the processing of QDROS (Pension Protection Act of 2006)

B. **Incorporates Past Three Plan Amendments since 2002 Plan Restatement**

- Amendment # 1: Adds the automatic rollover provisions for mandatory distributions as to which lump sum of the benefit exceeds \$1,000 but less

than \$5,000. (Amendment was effective March 28, 2005, which was the effective date of the 2001 law change.)

- Amendment # 2: Updates the actuarial factors (interest rate and mortality table) used by the Plan actuaries for calculating Actuarial Equivalence. (Adopted by the Town on November 29, 2006.)
- Amendment # 3: Adds the eligibility provisions “soft freezing” the plan (No new hires after on or after July 1, 2012, are eligible for the plan, except that the freeze date is July 1, 2013, for members of the Highway/Sewer Employees Union.) Adopted by the Town on January 29, 2015.

2. Town Merit Service Plan: Summary of changes contained in 2018 Plan Restatement

**A. Changes in the 2018 Restated Plan Document Since the Drafting of the Plan in 1990**

- Adds reference to governing provisions of Section 457(e)(11) of the Internal Revenue Code for a “length of service award plan.”
- Revised the definition of Spouse to comply with Supreme Court decision in Windsor (spouse means person to whom a participant is legally married.)
- Incorporates the required provisions for the maximum annual benefit amounts permitted under Section 457(e)(11)(B)(ii) of the Code, which were increased by the Tax Cuts and Jobs Act of 2017.
- Clarifies that a retired participant who is eligible for pension benefits from the Plan and resumes service is ineligible for further participation in the Plan.
- Clarifies that all point systems established by a fire district or volunteer ambulance corps must be approved by the Town’s Fire Commission in order to become effective under the Plan.
- Increases the mandatory lump-sum cashout amount from \$3,500 to \$5,000.
- Deleted the provision for the minimum required distributions commencing at age 70-1/2. Because that requirement does not apply to this type of plan, i.e., a length of service award plan.
- Deleted the provision containing the required provisions for the maximum annual benefit amounts permitted under Section 415 of the Code because that requirement does not apply to this type of plan, i.e., a length of service award plan.
- Updates the Plan to incorporate the current provisions of the Litchfield ordinance (Section 2-61 through 2-64. of the Litchfield Code) governing the pension Commission (number of members, length of term, filling vacancies, etc.)

**B. Incorporates Past Three Plan Amendments since 1990 Plan Document was Adopted.**

- Amendment # 1: Adds volunteers of the Litchfield Volunteer Ambulance Corps to be eligible for the Plan effective July 1, 1992. (Adopted by the Town on September 16, 1992.)
- Amendment # 2: (1) Increases the mandatory cashout, lump-sum amount to \$5,000, and also (2) permits a participant who terminates service prior to early retirement age to still be eligible to apply for retirement benefit at normal retirement age. (Adopted by the Town on November 29, 2006.)
- Amendment # 3: Adds a death benefit payment for the Spouse of (1) a married participant who passes away after reaching age 55 with 10 Years of Credited Service, and for (2) a married participant who passes away before reaching age 55 but after completing 10 Years of Credited Service.

**TOWN OF LITCHFIELD  
CODE OF ORDINANCES**

Exhibit G

**Chapter 2 ADMINISTRATION**

**ARTICLE II. BOARDS, COMMISSIONS AND COMMITTEES**

**Secs. 2-81—2-89. Reserved.**

**DIVISION 7. BOARD OF EDUCATION**

**Sec. 2-90. Board of Education.**

There shall be an elected board of education composed of nine (9) members who shall be electors of the Town of Litchfield. The board of education shall have all the powers and duties of local boards of education as provided by the Connecticut General Statutes and Connecticut law.

**Sec. 2-91. Purpose.**

The purpose of this ordinance is to codify rules governing the board of education of the Town of Litchfield and to revise the term of office of the members of said board.

**Sec. 2-92. Election, terms and nominations of board members**

(a) The members of the board of education who hold office at the time of the passage of this ordinance shall continue to hold office for the term of their election, and until their successors have been elected and have qualified.

(b) At the municipal election to be held in 2019, there shall be elected two (2) members of the board of education each for a term of four years. No elector shall vote for more than two (2) members of the board of education for a term of four years pursuant to Connecticut General Statutes Sec. 9-204b. The two (2) candidates receiving the highest number of votes shall be declared elected to the

**TOWN OF LITCHFIELD  
CODE OF ORDINANCES**

board of education for a four-year term, subject to the provisions of Connecticut General Statutes Sec. 9-167a.

(c) At the municipal election to be held in 2019, there shall be elected one (1) member of the board of education for a term of two years. No elector shall vote for more than one (1) member of the board of education for a two-year term in 2019. The candidate receiving the highest number of votes shall be declared elected to the board of education for a two-year term, subject to the provisions of Connecticut General Statutes Sec. 9-167a.

(d) At the municipal election to be held in 2021, there shall be four (4) members elected for a term of four years. No elector shall vote for and no political party shall nominate more than four (4) members of the board of education. The four (4) candidates receiving the highest number of votes shall be declared elected to the board of education, subject to the provisions of Connecticut General Statutes Sec. 9-167a.

(e) At the municipal election to be held in 2023, there shall be elected five (5) members of the board of education for a term of four (4) years. No elector shall vote for more than five (5) members of the board of education. The five (5) candidates receiving the highest number of votes shall be declared elected to the board of education, subject to the provisions of Connecticut General Statutes Sec. 9-167a.

(f) Thereafter, all members of the board of education shall be elected for a term of four (4) years and shall serve until their successors are elected and have qualified.

(g) Pursuant to Connecticut General Statutes Sec. 9-204b, each political party shall have the right to nominate as many persons as there are vacancies on the board of education and those names shall be placed upon the ballot.

(h) Pursuant to Connecticut General Statutes Sec. 9-187a, the terms of the newly elected members shall commence at 12:01 a.m. on the second Tuesday following the day of the municipal election at which such members of the board are elected.

**TOWN OF LITCHFIELD  
CODE OF ORDINANCES**

**Sec. 2-93. Vacancies.**

(a) Pursuant to Connecticut General Statutes Sec. 10-219, if any seat on the board of education becomes vacant, such seat shall be filled by the remaining members of said board until the next regular town election, at which election a successor shall be elected for the unexpired portion of the term, the official ballot specifying the vacancy to be filled, subject to the provisions of Connecticut General Statutes Sec. 9-167a.

(b) Pursuant to Connecticut General Statutes Sec. 7-107, if any seat on the board of education becomes vacant, and if said board fails to fill the vacancy within thirty (30) days after it occurs, the board of selectmen shall appoint a qualified person to fill such vacancy until the next municipal election, subject to the provisions of Connecticut General Statutes Sec. 9-167a.

**Sec. 2-94. Effective Date and Publication.**

(a) Pursuant to Connecticut General Statutes Sec. 9-206, this ordinance shall take effect fifteen (15) days after publication in accordance with Connecticut General Statutes Sec. 7-157(a) and shall apply to the November 2019 municipal election.

(b) Pursuant to Connecticut General Statutes Sec. 7-157(b), a summary of this ordinance shall be published in a newspaper having circulation in the Town of Litchfield and copies of the ordinance shall be available for public inspection in the Town Clerk's Office. Upon request, the Town Clerk shall mail a copy of the ordinance to anyone requesting a copy at no charge to such person.

Adopted by Town Meeting: March 28, 2019.

Published in the Republican American on April 2, 2019.

Effective date: April 17<sup>th</sup>, 2019.

Litchfield Town Records: Volume     , Page(s):     .