

Cromwell Fire District

1 West Street
Cromwell, CT 06416
Telephone 860-635-4420

FIRE DISTRICT OFFICE
WATER DIVISION

FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE

BOARD OF COMMISSIONERS **Special Board of Commissioners' Meeting**

Tuesday, January 3, 2023

5:30 PM

Coles Road Firehouse

105 Coles Road

Cromwell, CT

A Special Board of Commissioners' Meeting was held on Tuesday, January 3, 2023, at 5:30 PM, at the Coles Road Firehouse, 105 Coles Road, Cromwell, CT to consider and act upon Special Board of Commissioners'/Fire District business.

Commissioners Roger Rukowicz (President), David Colligan, Charles Epstein, Robert McIntyre, Chip Darius, Robert Donohue and Donald Smith attended. Also attending were Executive Director Julius Neto, Fire Chief Jason Brade and Fire Marshal Harold Holmes. Commissioners Mertie Terry and John Sokolowski were absent.

- I. Call to Order. The meeting was called to order at 5:31 PM, by President Rukowicz. The President asked for a moment of silence in remembrance of the fallen North Haven firefighter, Matthias Wirtz, who died at the scene of a structure fire last week. His funeral was today.
- II. Approval of Agenda. *A motion was made by Commissioner Epstein, seconded by Commissioner McIntyre and unanimously approved to accept the Agenda as submitted.*
- III. Public Comment. There were no public comments to report.
- IV. New Business
 - A. Discussion and Possible Approval of Interlocal Public Services Agreement with Rocky Hill. President Rukowicz reminded everyone that Attorney Eric Parker was at the last monthly Board of Commissioners' meeting to negotiate an Interlocal Public Services Agreement with Rocky Hill. There were a few issues from that meeting that Attorney Parker was going to follow up on so the Board could make a decision about the agreement. At that meeting the issue was tabled for 2 weeks to allow time for both parties to follow up with more requested information.

Attorney Parker noted that they had emailed the latest version of the draft document to all Commissioners. He believes they were able to address most of the Board's concerns. The only outstanding item on the checklist is that they have not received a response from Rocky Hill ambulance. The Town's attorney who has negotiated everything else said

Rocky Hill ambulance was part of the discussion when it was determined that they wanted Cromwell to handle all of it. Their Attorney thinks that Rocky Hill agreed in that capacity. He never used the words PSA or "agreement" or "signing something." Being a careful lawyer, he did not want to say that they will do that, but said they were looped in when Rocky Hill was discussing it. The intention would be that Cromwell would transport.

Attorney Parker explained that he and his client provided a lot of information from his client's engineer. The Commissioners received this information as well as the site plan. It included driveway length, materials used for the driveway and the fact that the culvert can withstand a full-sized fire truck with equipment.

There was some feedback from the Executive Director. Most of the concerns deal with the area that is beyond what is controlled by Attorney Parker's client. All the homeowner requirements in the agreement would apply to both properties. The application to get a building permit and a site plan for that other property would have to meet all the same standards as Attorney Parker's client for his property. That would be part of the review process and would be a Rocky Hill process.

The culvert is designed just the way it needs to be to meet what would be needed in an emergency. The engineer advised that they would look for the same criteria at the other property. Attorney Parker was willing to address any questions. The President went around the room for feedback from the Commissioners.

Commissioner Epstein went out to the property to examine the circumstances. He checked out the road, the driveway and drove up it. He questioned whether or not the culvert was wide enough to hold the apparatus with the proper right of way. If there was a lot of snow, would they be able to determine the location of the culvert. It appeared that once the road is completed, there would not be a problem. Attorney Parker's client had pictures of the area to show the Commissioners.

Attorney Parker added the only party to this agreement that can't unilaterally make a change is the residents or homeowners. The vantage point that the Fire District is in along with the Town of Rocky Hill and the Town of Cromwell is the ability to control things for the homeowner if the determination is made that the Fire District is not able to safely access the property. The Fire District could back out of the deal if they are not satisfied with the outcome.

Commissioner Epstein was concerned about the length of time it is going to take for the road and the driveway to be completed. Attorney Parker noted it would depend on when their building permit can be reinstated. Commissioner Epstein had comments regarding his concerns about equipment and ability to use it based on the road and driveway access. He felt the determination should be made by those that drive apparatus.

Chief Brade asked if the agreement had changed since the last meeting. Attorney Parker stated that it is the same agreement from the last meeting. This meeting was intended to answer the questions raised at the last meeting. The negotiations prior to the last meeting had started with a mutual aid agreement and shifted into this agreement. This is the document that the Town of Cromwell and the Town of Rocky Hill signed off on.

Commissioner Darius said the areas in question need to be measured including the wheel width of the apparatus. The engineers have gone on record in terms of the ability to withstand the weight. There is a collaborative relationship between the Fire Marshals. From an EMS standpoint the interagency PSA agreement is required by OEMS. That also needs to be signed off by Cromwell.

Attorney Parker reported that the engineer's report states that the narrowest piece of width is 12 ft. All scenarios were considered for fire apparatus to access the driveway and also be able to turn properly. It is all part of the plan.

Commissioner Smith noted that typically when a developer comes in, the Town will specify certain criteria. He wanted to know why Rocky Hill is not certifying to Cromwell that all that has been done and will be done is in accordance with their terms of typical development of property. He wanted to know why Cromwell is relying on the homeowner to certify that he is maintaining the property. He did not understand why Rocky Hill was not accountable unless the homeowner is putting up a bond.

Rocky Hill does not have the means to force the homeowner to do the right thing because they were existing building lots on an existing road. Attorney Parker's client has a plan for how to finish that road.

Commissioner McIntyre stated that the Board has expressed their concerns with accessing and properly servicing the house and the family. He is in favor of the agreement as long as Attorney Parker's client understands that everything is built to specifications.

Commissioner Donohue also asked if any language in the agreement had changed since the last meeting. Nothing had changed, but the discussion became about plowing the road. The homeowners will be responsible for keeping snow clear from the road past the Cromwell town line into Rocky Hill on that road. Attorney Parker has been advised that once the Fire District signs off the other parties will be willing to sign.

Commissioner Colligan noted that if houses get built on those properties, and Cromwell is called, they will be there because they do mutual aid. He thought that Cromwell does not have the right to be taking the responsibility for the Town of Rocky Hill. He also does not feel they should be charging for those services because if they charge, they will be taking responsibility. He felt that the Fire Department should be no different than the Police Department. They have mutual aid agreements with surrounding communities. But taking on the responsibility or the liability for the Town of Rocky Hill is not something he is in favor of. He would be in favor of having the same procedures in place as the Police Department.

President Rukowicz's concern was that the width of the ambulance is 9 ft. 4 in. That would leave just 1 ft. 2 in. on each side of the ambulance at the narrowest part of the road. The Board is concerned about the safety of the crews and their equipment.

Mr. Neto stated that Attorney Parker is correct when he says that Item #2 specifically has language saying the CFD will have sole responsibility for EMS and Fire coverage. If there is any liability associated with us responding or taking responsibility there should be some financial compensation from a fairness perspective to the taxpayers since they get taxed for the services of EMS and Fire. The revision to this is shifting the

responsibility without any compensation. In his opinion Rocky Hill is trying to shift some of the burden they have put on the landowner to the Cromwell Fire District.

Chief Brade's position has not changed since last week. Regarding snow removal, there are a few properties around Town that have associations that are responsible for their own plowing. Regarding roadway and driveway widths, Cromwell does not have too much authority to say what can and cannot be done on a private driveway on a private residence.

The Chief explained what procedures they have in place with a house that is set far back from the road with a long driveway. It is not the most ideal situation but it is something they are capable of doing. The Chief agreed with Commissioner Colligan in that he is hesitant to sign an agreement where they are legally bound to respond to something where they have no authority to town authorities about how the property is being developed. This would be in addition to the PSA agreement. He believes the PSA agreement needs to be signed before any taxes can be assessed.

Chief Brade's suggestion is to come up with a mutual aid agreement with the Town of Rocky Hill. Rocky Hill would remain liable for responding to that fire, medical emergency or code enforcement. If they did a mutual aid agreement like the one the Police Department has, they will respond to the scene, secure the scene and wait for Rocky Hill to arrive. He did not think it would be any different for the Fire Department. Basically Cromwell would do what they can until Rocky Hill can arrive. He would not think they would need the PSA signed off by the Ambulance Association because it is a Mutual Aid Agreement.

There was continued discussion regarding making changes to the agreement, but also review by the District's attorney. Rocky Hill needs to remain responsible for all the situations the Cromwell first responders may encounter at a scene in their Town. The other parties involved also need to sign a modified agreement.

Attorney Parker suggested doing an amendment to Item #2 so that he can go back to the other parties with something to negotiate with. One thing that may get Att'y Parker's client's construction is if someone could affirm in an email to Attorney Parker that Cromwell will come for a mutual aid call effective immediately. Their contention is that while this is in negotiations Cromwell will not respond.

The Executive Director suggested language such as, with respect to Fire and EMS services, the District will continue to operate in the interlocal agreement. Cromwell will secure the residences pending the arrival of Rocky Hill Fire/EMS. Commissioner Colligan thought that Cromwell Fire/EMS should be no different than the Cromwell Police Department's agreement. Cromwell does not have jurisdiction over Rocky Hill. If Cromwell takes authority and receives money for it, then they will be open to liability.

Mr. Neto added that although there may be no written agreement with Rocky Hill, there is an agreement. There are written agreements with the surrounding communities of Cromwell, but just not Rocky Hill. Cromwell will always respond if they are available. Although they do not have an agreement with Rocky Hill; Cromwell, Rocky Hill and others are part of a Task Force that will make themselves available to their neighbors if needed.

The working language that will eventually become a motion is to strike item #2, replace it with the following: *“Consistent with past Mutual Aid practice and current Mutual Aid understanding, Cromwell Fire District agrees to provide first responder Fire and EMS services to the residences when called upon to do so by Rocky Hill if available pending approval by the Fire District’s attorney.”*

A motion was made by Commissioner Epstein, seconded by Commissioner Colligan and approved 6 to 0 to amend item #2 of the Interlocal Public Services Agreement with Rocky Hill to read as follows: “Consistent with past Mutual Aid practice and present Mutual Aid understanding, the Cromwell Fire District agrees to provide first responder Fire and EMS services to the residences when called upon to do so by Rocky Hill if available pending approval by the Fire District’s attorney.” Commissioner Donohue abstained.

A motion was made by Commissioner Darius, seconded by Commissioner Epstein and approved 6 to 0 to accept the revised Interlocal Public Services Agreement including the amendment made this evening, if the District’s attorney agrees to such language. Commissioner Donohue abstained.

- B. Discussion of Cromwell Fire Department Volunteer Program. Over the holidays the Commissioners were sent a draft copy of the Volunteer Program for review. Chief Brade explained that in the past the Fire Department’s staff was categorized into 4 categories. They are career, part-time scheduled, part-time unscheduled and volunteer. The MOU that was signed earlier this year did away with unscheduled and lumped them in with scheduled staff. Currently based on the MOU, there are career, scheduled part-time and volunteer.

This discussion will be about the Volunteer program. Ever since the staffing models were changed the Bylaws of the volunteer program went away. For the last couple of years the volunteers have been running under policies and procedures for operations. There have been no rules, regulations or anything for the volunteers for the last several years. The proposed draft Volunteer Program being distributed at this meeting involved some of the volunteers, Eric Roberts and Melissa Roming, coming up with a plan of how to operate the volunteer program in the Department. The Chief sees this as an operational document.

Because there is a volunteer incentive program that involves some financing, the Executive Director advised the Chief to bring this before the Commission. The Chief was happy to answer any questions the Commissioners had about the document. Commissioner Colligan wanted to add the Exterior Firefighter Program to the volunteer program.

There are 6 categories that a person can volunteer for. They are Fire, EMS to be an EMT, Apparatus Operator, Fire Police, Safety Officer and an Administrative member to be used sparingly. All the details are in the draft document. This would allow the Chief to utilize some administrative members to write grants or help draft training curriculum. For an exterior program the only thing he has in the draft is an apparatus operator who would need to be Fire I certified. There are training requirements, mandatory training and drill requirements.

They wanted to identify that a person needs to make a certain amount of calls. A couple of calls a year will be required as part of on-the-job training and proficiency for how to operate in the field. The Chief will look into an exterior program based on Commissioner Colligan's suggestion. He asked that the Commissioners review the document for approval. Its approval has been put off a couple of times. The last line of the document gives the Chief the right to modify the agreement as they go through it.

A motion was made by Commissioner Colligan, seconded by Commissioner Epstein and unanimously approved to accept what the Chief has put together and move forward with the stipulation to come back to inform the Board about the exterior firefighter and where it fits in but also to move forward with the material he has now. The Chief asked for more time regarding the exterior portion of the program.

Commissioner Darius clarified that under this document there are no EMR's or MRT's except as apparatus operators. An EMS member is an EMT. The career and part-time scheduled have their own requirements. On the volunteer side of things, if we are going to put someone through an EMR class and pay for them, they can only fulfill half of the crew. They can really only be a driver at that point unless there are two other EMT's with them. If they are going to pay for someone to take the EMT class to get certified as an EMT, that would be twice as efficient because the person could be a driver or a technician vs. just being a driver. The EMR exception was left in the document.

Commissioner Darius noted that the base level is Fire I on the Fire side and EMT on the EMS side unless they are doing driver only for the ambulance in which case they need to be an MRT which is good for EMR because they are driving around in a vehicle that could be flagged down.

Commissioner Darius has reviewed the document thoroughly and noted that the Chief did great work. He supports it fully. It was clarified that someone that responds to a call but does not take the ambulance would get credit for the call. People will receive their stipends as long as they are active. There will be requirements that need to be met. There will be a quarterly review every three months. Warnings will be given out to those who don't meet their drill or mandatory training requirements. Three months later they will be recommended for termination from the Department because that would be 6 months of meeting requirements. It is similar to the career side with quarterly reviews and requirements. A lot of the requirements are basic, bare minimum standards. They have decided to structure things to a bare minimum to see how it works. There will be two fire drills required per month along with 4 calls. There will be some mandatory training once a Training Officer is in place. EMS will be required one drill a month and a few calls and mandatory training. Apparatus operators and safety officers are similar. The Fire Police are one drill a month and a few calls. These are bare minimum requirements that will allow people to stay proficient in their skill set.

There is a nominal fee. Firefighters, EMT's and cross-trained apparatus operators, everyone on probation except Fire Police will receive a stipend of \$1,000 once a year. The plan is to take the first 3 months to figure out where someone fits in. It is a chance to determine whether or not there is a place for the person. Once they start probation expending their time and gas money, going on calls and spending their own money on gear. An active firefighter, EMT, apparatus operator will be given \$2,000 once a year. A cross-trained person will be required to meet the fire and EMS requirement. They will receive a higher stipend for more of their time and effort. That amount would be \$3,000.

Fire Officers and Safety Officers will be receiving \$4,000 which has been reduced from its original \$5,000. Officers are required to do more. They are staying after drills, meeting with people, dealing with personnel matters. Safety officers are held to the same standard as the officers although their job is different. Certification for Safety Officer exceeds a typical fireman. The person needs to have Instructor, Officer in addition to getting your Safety Officer certification. Stipends for Fire Police are slightly lower than that of the Fire/EMS staff. That is because meeting certification requirements as well as maintaining certification is very minimal on the fire police side of things. There is a fire police certification class and a traffic incident management class. Probationary fire police are \$500, fire police members are \$1,000. Cross-trained people will get \$1,500, and fire police officers \$2,000. Requirements are less for fire police.


The CT Fire Police Association is now certifying fire police. The Fire Academy is offering a class. Stipends are taxable. The Department is allowed to give a nominal fee because it is not tied to productivity. The responsibility would be on the Chief and the Board to terminate the volunteerism of anyone that is not participating. There was discussion regarding the chain of command for the volunteers. A grievance process was also included. Commissioner Darius agreed with the approach. It creates two camps within the Department. Under OSHA standards a volunteer is an employee. In the volunteer fire and EMS organizations for the State of CT they are required by law to be covered by Workers' Comp. and are considered employees under the law for comp. cases. He feels the Chief should have discretion. Commissioner Epstein thought that this document is a step in the right direction.

The Chief referred to page 14, Officer Promotion and Duties. Officers will be promoted to one year terms by the Chief's office unless the Board wants to change that. He is trying to keep everyone on the same NFPA recommended certification levels. Commissioner Colligan thought that the promotions should be handled through the Chief's office. They are the ones that work with the individuals and know what they're job performance has been. They addressed prorating the stipend for probationary staff.

- V. Commissioners' Comments. Commissioner Colligan gave Kudos to the Chief for getting this document finalized and pushing it through. President Rukowicz added that he appreciates all the participation by all the Commissioners at the meetings.
- VI. Adjournment. There being no further business, a motion was made by Commissioner McIntyre, seconded by Commissioner Darius and unanimously approved to adjourn the meeting at 7:07 PM.

ATTEST:

Recording Secretary
Nancy Deegan


Charles R. Epstein, Secretary