

**SOUTH FIRE DISTRICT  
of the City of Middletown  
COMMISSIONERS MEETING**

**MONDAY, JUNE 14, 2021, 7:00 p.m.  
Location: Middletown Senior Center Cafeteria  
Via Zoom Meeting I.D. 818 9142 9948**

**MINUTES**

Present: Commissioners Kleckowski, Giuliano, and Penney; Acting Chief Jacobs; Fire department members and members of the public.

Absent: Commissioners Thazhampallath and Pessina

1. **CALL TO ORDER** Chairwoman Kleckowski called the meeting to order at 7:08 p.m.
2. **PLEDGE OF ALLEGIANCE** was recited.
3. **ACCEPT/AMEND AGENDA**  
**MOTION** to accept the agenda by Comm. Giuliano/Comm. Penney. Unanimously approved.
4. **OPEN PUBLIC SESSION** Chairwoman Kleckowski opened the Public Session at 7:10 p.m. No one wished to speak.
5. **CLOSE PUBLIC SESSION** Chairwoman Kleckowski closed the Public Session at 7:10 p.m.
6. **MINUTES TO BE APPROVED**
  - A. **REGULAR MEETING OF MAY 10, 2021**
  - B. **SPECIAL MEETING OF MAY 19, 2021**

**MOTION** to approve the minutes of the May 10, 2021 regular meeting and the May 19, 2021 special meeting by Comm. Penney/Comm. Giuliano. Unanimously approved.

7. **OLD BUSINESS**
  - A. **FORMAL APPROVAL OF LOCAL 3918 MEMBERS AGREEING TO REMOVE THE WALL BETWEEN THE EXISTING FIRE CHIEF'S OFFICE AND THE LOUNGE WHEN IT BECOMES APPROPRIATE DURING THE BUILDING PROCESS**

**MOTION** to accept Local 3918 members agreeing to remove the wall between the existing fire chief's office and the lounge when it becomes appropriate during the building process by Comm. Giuliano/Comm. Penney. Unanimously approved.

8. **NEW BUSINESS**
  - A. **APPROVAL TO APPOINT DEPUTY CHIEF RUSS JACOBS AS ACTING CHIEF FROM JUNE 4, 2021 TO JULY 4, 2021**

**MOTION** to appoint Deputy Chief Russ Jacobs as acting chief from June 4, 2021 to July 4, 2021 by Comm. Penney/Comm. Giuliano. Unanimously approved.

**B. APPROVAL OF THE EMPLOYMENT AGREEMENT BETWEEN THE SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN AND JAMES TRZASKI FOR THE FIRE CHIEF'S POSITION**

**MOTION** to approve the Employment Agreement between the South Fire District of the City of Middletown and James Trzaski for the fire chief's position by Comm. Giuliano/Comm. Kleckowski. Commissioner Penney abstained. Motion passed with two ayes and one abstention.

**C. APPROVAL OF THE PER DIEM TAX COLLECTOR'S VENDOR AGREEMENT BETWEEN THE SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN AND LEE MUSCATELLO MATTERAZZO**

**MOTION** to approve the per diem tax collector's Vendor Agreement between the South Fire District of the City of Middletown and Lee Muscattello Matterazzo after the removal of paragraph 9 by Comm. Giuliano/Comm. Kleckowski. Commissioner Giuliano read paragraph 9 into the record.

**MOTION** to accept the Vendor Agreement contingent upon the bonding question being positively addressed by the district by Comm. Penney. After discussion and Vice Chairman Giuliano's assurance that the district is properly addressing the surety bond issue, Commissioner Penney withdrew the motion.

The motion to approve the Vendor Agreement, with the amendment was unanimously approved.

**D. CANCELLATION OF THE JULY 12, 2021 MONTHLY MEETING**

No action was taken. The July 12, 2021 monthly meeting will be held as scheduled.

**9. TAX COLLECTOR'S REPORT**

The Commission reviewed the Tax Collector's reports submitted by Kathleen Kiley.

**A. TAX REFUNDS FOR THE MONTH OF MAY - \$34.20**

**MOTION** to approve the tax refunds for the Month of May in the amount of \$34.20 by Comm. Giuliano/Comm. Penney. Unanimously approved.

**B. MOTION to approval the Tax Collector's report for the Month of May by Comm. Penney/Comm. Giuliano. Unanimously approved.**

**C. NEGATIVE BALANCE PURGE**

**MOTION** to approve the negative balance purge by Comm. Penney/Comm. Giuliano. Unanimously approved.

**D. SUSPENSE TAX BOOK**

**MOTION** to transfer the uncollectible tax bills to the Suspense Tax Book by Comm. Giuliano/Comm. Penney. Unanimously approved.

**10. MONTHLY FINANCIAL REPORTS FOR THE MONTH OF MAY**

**MOTION** to accept the monthly financial reports for the Month of May by Comm. Penney/Comm. Giuliano.

**11. ACTING CHIEF'S REPORT**

The Commission reviewed the report for the Month of May submitted by Acting Chief Jacobs.

**MOTION** to accept the Chief's report for the Month of May by Comm. Giuliano/Comm. Penney. Unanimously approved.

**12. FIRE MARSHAL'S OFFICE REPORTS**

**MOTION** to accept the Fire Marshals' reports for the Month of May by Comm. Giuliano/Comm. Penney.  
Unanimously approved.

**13. CAPTAIN'S REPORT**

**MOTION** to accept the Captain's report for the Month of May by Comm. Giuliano/Comm. Penney.  
Unanimously approved.

**14. COMMISSIONER REPORTS**

**A. BUILDING COMMITTEE**

**MOTION** to suspend the rules to allow Building Committee member Firefighter Phil Russo to speak in the absence of Commissioner Thazhampallath by Chairwoman Kleckowski/Comm. Giuliano.  
Unanimously approved.

Firefighter Phil Russo provided a brief overview of the Building Committee meeting held earlier tonight.

**MOTION** to accept the Building Committee report by Comm. Giuliano/Comm. Penney. Unanimously approved.

**B. PENSION COMMITTEE – COMM. KLECKOWSKI**

Chairwoman Kleckowski provided a brief overview of the latest Pension Committee meeting.

**MOTION** to accept the Pension Committee report by Comm. Giuliano/Comm. Penney. Unanimously approved.

**C. PUBLIC SAFETY TELECOMMUNICATIONS– COMM. GIULIANO**

Commissioner Giuliano advised that the Public Safety Telecommunications report was attached to the meeting packet for review.

**MOTION** to accept the Public Safety Telecommunications report by Comm. Penney/Comm. Kleckowski.  
Unanimously approved.

**15. ADJOURNMENT**

**MOTION** to adjourn by Comm. Giuliano/Comm. Penney. Unanimously approved.

Meeting adjourned 7:55 p.m.

Submitted by,

*Alyse McEwen*

Alyse McEwen  
Recording Secretary

**APPROVED AS AMENDED 7/12/21**





## VENDOR AGREEMENT

This agreement is entered into by and between Lee Muscatello Matterazzo (Vendor) of 9 Thornbush Road, Rockfall, CT 06481 and the South Fire District of the City of Middletown (SFD) located at 445 Randolph Road, Middletown, CT 06457.

The parties hereto agree as follows:

1. This agreement shall be effective from May 21, 2021 to May 21, 2022. SFD shall have the option of extending this agreement past May 23, 2022.
2. The Vendor shall provide the following services:  
All tax collection services for SFD which are required by law to be performed by a certified tax collector. Upon agreement between SFD and the Vendor, other services may be performed from time to time.
3. SFD shall pay vendor a rate of \$35.00 per hour. The Vendor shall invoice SFD monthly. The invoice must contain the full name, address, phone number, and dates of service of the Vendor.
4. The Vendor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including the protection of confidential information.
5. This agreement, or any of its rights, obligations, terms, or conditions may not be assigned by either party without the written consent of the other party and may not be subcontracted by the Vendor in whole or in part without express written consent of SFD.
6. The Vendor represents and warrants to SFD that the Vendor is qualified to perform the services contemplated by this agreement and has sufficient resources, whether financial or otherwise, to meet all the Vendor's obligations hereunder.
7. Either party may terminate this agreement upon ten working days' written notice. In such event, the Vendor shall be reimbursed for all services performed to date, as determined by SFD. All finished or unfinished documents and paperwork prepared by the Vendor are property of SFD. If the Vendor is convicted of any crime or offense, fails, or refuses to comply with the written policies or reasonable directive of SFD, engages in serious misconduct in connection with performance hereunder, or materially breaches provisions of this agreement, SFD may terminate this agreement immediately without prior written notice to the Vendor.
8. This agreement shall not render the Vendor an employee, partnership, or agent for SFD for any purpose. The Vendor acknowledges it is an independent contractor with respect to SFD. SFD shall not be responsible for withholding taxes with respect to the Vendor's compensation hereunder. The Vendor shall have no claim against SFD hereunder or otherwise for vacation pay, sick leave,



## VENDOR AGREEMENT

retirement benefits, Social Security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

9. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this agreement shall be entitled to reasonable attorneys' fees.
10. The Vendor shall not rely on any arbitration, amendment, or modification of the terms of this agreement which is not in writing and signed by the authorized representative of SFD.

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Vendor Signature

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Vendor Printed Name

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Date

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South Fire District Commissioner Signature

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South Fire District Commissioner Printed Name

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Date