



## Gardner Lake Volunteer Fire Co.

429 Old Colchester Road  
Salem, Connecticut 06420  
(860) 859-1743

June 22, 2021

Residents and Taxpayers of the Town of Salem

RE: Public Safety

Dear Salem Residents and Visitors,

We are dedicated and passionate volunteers, who are here to serve the community of Salem, 24 hours a day, 365 days a year. We respond to all calls. We are your friends, your neighbors, your co-workers, your family. We put in hundreds of hours of training. We spend a lot of time together, and we do not always get along, just like family. But at the end of the day, we are here for one reason, to save your life.

We are also here to fight fires, to aid in vehicle accidents, or other types of accidents, rescue horses, rescue kayakers, boaters, swimmers, you name it. We host dinners, Halloween parties, and we do our best to support our community. Now, we need your help.

We want to provide you with some information and to ask for your help.

- If you call 911 for Emergency Ambulance Services, we will respond with the Ambulance.
- If you call 911 for Emergency Ambulance Services after July 1, 2021, we will respond, with the Ambulance.
- If you call 911 for an Emergency that requires the use of other apparatus besides the Ambulance after July 1, 2021, we will respond.

We are in fact suing the Town of Salem for funds owed to the Gardner Lake Volunteer Fire Company, Inc., that YOU the town taxpayer have appropriated for our use, but the Town has refused to pay. This lawsuit was filed in **April of 2020**, after repeated requests and attempts to meet with the Town of Salem regarding the nominal fee/stipend system that pays volunteers for covering shifts that are NOT covered by paid staff. There is more information on this, and the lawsuit attached, and on the state judicial website.



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In **September of 2020**, with no explanation, the Town of Salem Board of Selectman voted to cancel the Emergency Services Agreement with Gardner Lake Volunteer Fire Company Inc., effective June 30, 2021. The last paragraph of this Agreement involves the return of all Town of Salem assets housed at our fire station. While we own the fire house located at 429 Old Colchester Road, and we own the Ambulance, we do not own the fire fighting and rescue apparatus, which are in the name of the Town of Salem. There had been no communications received from the Town of Salem regarding negotiation of a new contract, or about the return of the equipment during the ten months since the notice of cancellation of the contract, until Monday, **June 14, 2021**, after the publication of the article in the CT Examiner Online Newspaper on June 12, 2021, and many Facebook posts.

Neither the minutes of the September 1, 2020, Board of Selectman meeting where the vote occurred to cancel the contract nor the letter notifying us of the cancellation indicate why the contract was cancelled. Our repeated requests for this information remain unanswered as of this writing.

We have received communication from a member of the Board of Selectman requesting that we drop the lawsuit filed in April of 2020, however, the lawsuit does not prevent a negotiation of a new contract or stipend/nominal fee agreement.

The termination of this agreement, for unknown reasons, could potentially affect our ability to respond to emergencies (fire) and could potentially affect the Town of Salem's liability insurance, vehicle insurance, worker's comp insurance, etc., for the paid staff and the volunteers, as well as impact taxpayer's liability, homeowners, and vehicle insurances. Business owner liability insurance and operating costs would significantly increase should the Town not be able to meet its statutory requirement to provide ambulance and fire protection services.

The state statutes require the town provide emergency and fire protection services. Both services are currently being provided by Gardner Lake Volunteer Fire Company, Inc., one volunteer agency, which the Town of Salem has attempted to defund, has cancelled their agreement with, and has failed to cooperate with. The members of the Gardner Lake Volunteer Fire Company, Inc., feel it is in the best interests of the members, and in the best interest of the taxpayers, for fire and ambulance protection, to resolve this issue in a timely manner.

The lack of agreement creates a massive liability and public safety risk for the Town of Salem. The members of the Board of Selectman have knowingly put the town, and subsequently, the taxpayers in this position, by cancelling the agreement without cause, and failing to negotiate a



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new agreement. When you buy homeowners insurance, they ask you where the nearest fire station is, where the nearest fire hydrant is, etc.

The Board of Selectman had done nothing and had been unwilling to meet to resolve this issue, until Tuesday, June 15, 2021, when they held a Special Meeting, in an Executive Session, blocking our members and the taxpayers from hearing the discussions about public safety. The first selectman has agreed NOT to request the return of any motor vehicles, trucks, trailers, or watercraft on June 30<sup>th</sup>, and that we will have access to the funds approved for our use by the taxpayers.

He mentioned, as he has in the past, that the 2003 and 2006 agreement need to be updated, however, he again fails to state why or what needs to be changed in either agreement, or why the 2006 agreement was cancelled. We are very concerned about the lack of effort to resolve this in a timely manner over the last ten months.

The Gardner Lake Volunteer Fire Company, Inc., will continue to protect the health and safety of the Citizens of the Town of Salem by continuing to respond to the best of our ability.

Please reach out to the Board of Selectman and ask that they cooperate with the Gardner Lake Volunteer Fire Company in the resolution of the contract, resolution of stipend/nominal fee contract and payments, and the lawsuit. Encourage them to sit down with us and prioritize reaching an agreement to continue services to protect the health and safety of the Citizens of the Town of Salem, and its visitors.

For more information, please view the documents on our website under "Public Information", [www.gardnerlakevolunteerfirecompany.com](http://www.gardnerlakevolunteerfirecompany.com).

Sincerely,

Pete Silva, Chief  
Gardner Lake Volunteer Fire Company

Cheryl Philopena, President  
Gardner Lake Volunteer Fire Company



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### LAWSUIT INFORMATION:

1. The Gardner Lake Volunteer Fire Company, Inc., is a private, non-profit corporation registered with the Secretary of the State of Connecticut. We have been providing volunteer emergency medical services and fire protection services to the Town of Salem since 1956. We have, over the last sixty-five (65) years, provided services to thousands of residents and visitors.
2. The Town of Salem is obligated by State Statute to establish a local emergency plan to provide emergency medical services to protect the health and safety of the residents of the Town.
3. Gardner Lake Volunteer Fire Company, Inc., is the sole Primary Service Area Responder for Basic Ambulance Service, within the boundaries of the Town, and we have been issued a Certificate of Operation by the State of Connecticut (C121B1), for this purpose.
4. We own the firehouse at 429 Old Colchester Road, as well as the Ambulance that is used to provide services to residents and visitors of Salem, as well as for mutual aid. We provide storage space in our firehouse for the Town of Salem's firetrucks and emergency equipment allocated to Gardner Lake Volunteer Fire Department by the Taxpayers of the Town of Salem, which is used to protect Residents and Visitors to the Town of Salem.
5. On February 6, 2006, in order to comply with Statutory obligations to provide Emergency Medical Services, the Town and Fire Department entered into the Emergency Services Agreement, which was subsequently cancelled, without any reason, on September 1, 2020, by the Board of Selectman of the Town of Salem.
6. Under the agreement, Gardner Lake agreed to provide emergency services that would be paid for from the Town of Salem budget, approved annually by the Citizens of Salem.
7. From March of 1956 until May of 2019, we have worked cooperatively with the Town of Salem to ensure emergency medical and fire protection services.
8. The Town of Salem employs two and a half career individuals to provide assistance to Gardner Lake and Salem Fire Companies during the weekdays. During 2019, two career individuals were also members of Gardner Lake and Salem Fire Departments, respectively. The paid personnel and volunteers from both fire companies have covered the Town of Salem during the week, and the volunteers on weekday evenings and on weekends.
9. In 2019 we submitted a budget to the Board of Finance, which included the cost of paying stipends and other costs associated with our ability to operate and maintain emergency services required by the Agreement. The Board of Finance approved the budget, and the taxpayers then voted in favor of the appropriation of those funds.



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10. On May 20, 2019, First Selectman Lyden issued a directive to Gardner Lake Fire Chief Savalle concerning his volunteering for Gardner Lake, which was contrary to legal advice received in 2007 concerning the same matter. The directive advised Chief Savalle that he could no longer provide the same emergency services to Gardner Lake as a volunteer on nights and weekends, that he was providing to the Town of Salem during the day as a paid person. The directive threatened termination and was based on a new interpretation of the law solicited from a new law firm. The law had not changed during this time period. The basis for the directive was the Town of Salem's mistaken belief that Gardner Lake Volunteer Fire Company is a "public agency" for the purposes of Federal Fair Labor Standards Act ("FLSA").
11. We met with the Town of Salem in May of 2019 and again in June of 2019 to demonstrate that Gardner Lake was not a public agency or department of the Town of Salem for purposes of FLSA. The Town of Salem was provided with official letters of opinion from the US Department of Labor and case law from federal courts. This information demonstrated that we are a non-profit, independent corporation under Connecticut Law with our own Board of Directors, Officers and Bylaws. Federal law established we were not a public agency.
12. The only issue regarding FLSA that could arise was whether we could be considered "joint employers" of the volunteers for FLSA wage claim purposes due to the stipend paid to volunteers. In order to resolve this issue, we submitted a proposal, a revised Emergency Services Agreement in June 2019. This proposal made clear that the parties were independent and not joint employers under FLSA. Further, in order to clarify the issue, we proposed a change to the manner in which Volunteer Stipends were paid. At the time, Volunteer Stipends were paid by the Town of Salem based on timecards submitted and issuance of a W-2 from the Town of Salem. The Town of Salem refused to discuss any changes with us to eliminate the potential issue. Instead, the Town of Salem continued to threaten Chief Savalle with discipline and termination of employment with the Town.
13. In light of the Town's lack of response and refusal to cooperate, we took the necessary steps to resolve the FLSA issue ourselves, and in August of 2019 sent notice to the Town of Salem that the Volunteers would no longer be paid by the Town of Salem directly, rather they would be paid by Gardner Lake directly. We would then invoice the Town of Salem for 1/12<sup>th</sup> of the annual budgeted amount appropriated by the Salem taxpayers for paying the stipend.
14. This action would resolve any FLSA claims and allow the Town Employees (paid FF/EMTs) to continue to volunteer. In response, the Town of Salem again refused cooperation and continued to threaten Chief Savalle.



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15. In January 2020, three members of Gardner Lake Volunteer Fire Company, Inc., met with the Town of Salem Fire Marshals at the request of First Selectman Lyden in an attempt to draft an agreement that would address the stipends. After several meetings, we reached an agreement in principle and only required the review and approval of the First Selectman. To date, that proposal never received a response.
16. It should be noted that during these meetings, the members learned that the Salem Fire Department R1 responders covering the weekend shifts were being paid \$40 per shift, while the EMT's covering the weekend shifts at Gardner Lake, were being paid significantly less. The new proposal presented offered \$40 per shift for EMT's as well.
17. The Town of Salem received invoices from Gardner Lake for the stipends due to the volunteers for the weeknight and weekend shifts covered for the Ambulance. In April of 2020, the Town of Salem owed \$40,940 to the volunteer members of Gardner Lake who had provided services between September 19, 2019, and April 30, 2020, to the residents and visitors of the Town of Salem, and for which the taxpayers had approved an annual budget for payment. The Town of Salem was put on notice March 15, 2020, that unless payment was made, we would commence legal action.
18. In further efforts to harass the Gardner Lake Volunteer Fire Department, the Town of Salem filed a Freedom of Information Commission Complaint over its intrusive request for information from us. While we are subject to FOIA requests, so is the Salem Volunteer Fire Company. However, there are no requests for information from Salem Volunteer Fire Company, and the Salem Volunteer Fire Company does NOT file its annual meeting calendar with the Town Clerk as we do, nor does it post its meeting agendas or notices on the outside of their building. Our meetings are open for anyone to attend unless we are in executive session.
19. The Town of Salem has further attempted to control our finances and private fund through audits of our records. We are a private non-profit. The 2003 motion by the Board of Selectman does allow a review of the ambulance fund, however, it does not provide for the Town of Salem, it's auditors or Board of Finance to dictate or direct how we operate our bookkeeping practices. The First Selectman has stated during a Board of Finance meeting, via Zoom, that he is making it more difficult for the Gardner Lake Volunteer Fire Company, Inc., to access the funds appropriated by the Town of Salem taxpayers for its use.
20. We would like the taxpayers to be aware that the funds used to pay the Volunteer Stipends that are owed us, are currently being drawn on the ambulance fund, as are the funds to cover costs associated with the lawsuit. This means that fund is over \$50,000 short to cover the purchase of a new ambulance, which the department would normally be reviewing specifications for at this time, but cannot due to the drawdown of funds.



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21. For information directly from the court on our lawsuit, please visit <https://jud.ct.gov>, in the left column, select "case lookup", then "civil/family/housing". From here, click "By Party Name". In the "Party Last Name" box, type in "Town of Salem". Click search. You will see a list of legal matters involving the Town of Salem. Click on the one that says Gardner Lake v Town of Salem. All of the information and documents are public record and available to view.
22. Please feel free to visit our website [www.gardnerlakevolunteerfirecompany.com](http://www.gardnerlakevolunteerfirecompany.com), and review documents under "Public Information".
23. **If you have questions, please feel free to call Station 27, and speak with President Cheryl Philopena, or Chief Pete Silva.**