

**Bridgeport Fire District Board of Fire Commissioner's Meeting
December 20, 2016 "UNAPPROVED"**

Topics	motion	2nd	Vote results	f/up action
Meeting was brought to order at 6:00 pm				
Tom Liebner(16) - present Dan O'Neil (17) - present Joy Gladis (18) - present Bill Rhinehart (19) - present Mike Piscitelli (20) - present Al Larsen - Fire Chief Mike Rhinehart - Deputy Chief				

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<p>DG - According to NYS law - cannot make final until the vehicle is in our possession. If we get into contract or legal dispute it would be in NYS court not Wisconsin.</p> <p>May need to push back delivery due to wording on the referendum.</p> <p>Dave is requesting late delivery penalty be changed from \$100 to \$200/day.</p> <p>Need clarification of warranty wording 'life of vehicle'</p> <p>Town law 176(23-a) discusses payment requirements. We are not making payment in advance of delivery. It is being financed. Law refers to 'cash in hand'. Need more clarification on this law.</p> <p>Some depts do a 10% hold back until training is completed.</p> <p>Dave G is recommending using his firms contract instead of the one Pierce has drawn up. He feels that his version better protects us. Pierce contract wording protects Pierce. He has used this form in the past with Pierce purchase agreements.</p> <p>Need clarification of \$1,055,000. Is this true maximum?</p> <p>If we take delivery March 2018, we would save the district additional money due to greater interest earned.</p> <p>The board wants Dave G to understand that we want this finalized asap as to take advantage of current pricing which is subject to increase end of January 2017.</p> <p>MR opinion – makes most sense to modify the Pierce contract rather than rewriting our own.</p> <p>10% withholding will make it impossible to make financial restrictions, \$ will not work out.</p> <p>MR to contact Dave G to clear up the questions that have come up at meetings.</p> <p>At the end of the day Dave G represents and works for the Board of Fire Commissioners and it is his job to make this purchase happen on schedule.</p> <p>Biggest question is on the holding back of funds. And how this affects financing numbers.</p> <p>Can we go above the \$1,055,000?</p> <p>Can we direct PNC on how and when to release \$?</p> <p>Is the final payment to pierce or final payment on our lease agreement to PNC?</p> <p>Is interest being calculated on actual delivery date?</p> <p>BR thinks it make sense to put DG in touch with Pierce to work out the details on the contract wording and terms.</p> <p>How does DG contract protect the District further?</p> <p>We would prefer to use the Pierce contract with agreed upon modifications.</p>				
Public Comment – none				
Motion to adjourn meeting at 6:55 pm.	TL	JG	All for	