

THE SECOND TAXING DISTRICT COMMISSIONERS

Appeals Committee

Meeting Minutes – October 16, 2012

Present:	Mary E. Burgess Al Ayme Maria Borges-Lopez	Chairperson Vice Chair
Also Present:	John M. Hiscock Lisa Roland	General Manager Acting District Clerk
Public Present:	Iolanda Stashenko Kathleen Dies	Appellant

Call To Order:

Commissioner Mary E. Burgess called the Appeals Meeting to order at 6:04 p.m. on Tuesday, October 16, 2012. The hearing took place at South Norwalk Electric and Water, One State Street, Norwalk, Connecticut.

Commissioner Burgess: "I will call the meeting of the Second Taxing District Appeals Committee to order Tuesday, October 16, 2012 at 6:04 p.m. and I guess we want to hear from the customer first then?"

Mr. Hiscock: "I just wanted to indicate to you for the record that the Second Appeal, 2.2, David Anspach, Water Street has been cancelled due to a problem with respect to notification. He claimed he didn't get advanced notification."

Commissioner Burgess: "We still have one more right?"

Mr. Hiscock: "We still have one, yes."

Customer Appeal – Iolanda Stashenko

Mr. Hiscock: "So, we have 2.1 and we can go from there. We have provided to you in the book the pertinent correspondence with respect to the account and the information. Procedurally, normally what we do is we hear from the customer and allow the customer to state their case. You have the Staff's Position and essentially that is in the Board Book and you have any opportunity to ask both the customer and staff their position with respect to the issues."

Iolanda Stashenko: "I have a copy of my letters unless you already have copies?"

Mr. Hiscock: "Yes."

Ms. Stashenko: "Ok."

Mr. Hiscock: "Ok, they are here."

Iolanda Stashenko: "Ok. Unfortunately my husband couldn't make it. He is in the Fire Department and is on shift tonight so he could not be here with me. This is my neighbor Kathy Dies, who came because I explained to a few neighbors the rule which none of us were aware of the fee that if you change a title on a refinance or mortgage or whatever. My thing is that we have been in our home for 35 years here in Norwalk in the same house. And we have been good standing with the water company and electric company and everything else and when I received the bill saying that I was considered a new customer because my husband's name was added to the mortgage when we refinanced. I didn't think that was fair since we are still in the house and we are not technically new customers. And so that started the procedure for me to appeal the \$25.00 since I can understand if I no longer resided in the house and maybe it was transferred over to my husband and he was in the home, then ok, then it is a new customer, but we are both still there and we plan on being there for as long as God is willing will let us be there. So I understand the rule or the law that South Norwalk Electric and Water Department has in effect but I think it should not apply to someone who is in a refinance who is trying to make their life better or that still lives in the home. I can see if I didn't and that is fine, I would pay the \$25 fee, but since I am still there and I am still the one that pays the bills and we both reside in the home. I just don't think that I should be considered a new customer."

Commissioner Ayme: "Question, through the Chair."

Commissioner Burgess: "Yes."

Commissioner Ayme: "If I may. Ms.?"

Iolanda Stashenko: "It is Iolanda."

Commissioner Ayme: "Stashenko?"

Iolanda Stashenko: "Yes."

Commissioner Ayme: "The title to the property prior was in your name?"

Iolanda Stashenko: "Yes."

Commissioner Ayme: "And now it is in both names."

Iolanda Stashenko: "Both names."

Commissioner Ayme: "You both have the same last name?"

Iolanda Stashenko: "Correct."

Commissioner Ayme: "I don't know if this will make a difference but I need to know for my purposes. Is it a quit claim deed that you signed?"

Iolanda Stashenko: "Quit claim deed? We refinanced and during the refinance our lawyer noticed that my husband's name wasn't on our home so just for safety purposes in case anything happened to me, his name should be on the house."

Commissioner Ayme: "Ok. I read somewhere that you signed a quit claim deed yes?"

Mr. Hiscock: "Yes it was not just a refinance."

Commissioner Ayme: "It was a transfer of title?"

Mr. Hiscock: "Yes, it was a transfer of property under the Tax Collector's office and the Town Clerk's procedures. I would suggest to you that it was highly likely that your attorney paid a \$53.00 filing fee for the quit claim deed."

Iolanda Stashenko: "Ok, I still don't understand. If it is in both our names, you see I am confused since it is both our house and we both still live in the house?"

Commissioner Ayme: "If you have, I am sorry I did not mean to interrupt."

Iolanda Stashenko: "That is ok."

Commissioner Ayme: "If you have no knowledge of how the new deed reads than you would have no notice for my next question. Which would be is the property is now in yours and your husband's name is it a joint tenant, not tenants in common?"

Iolanda Stashenko: "What is tenants in common?"

Kathleen Dice: "That is if one of you dies one of you own the house."

Iolanda Stashenko: "Right, exactly."

Commissioner Ayme: "That is what you have?"

Iolanda Stashenko: "That is what we have. If somebody dies than the other person owns the house."

Commissioner Ayme: "Joint tenants with right of survivorship?"

Iolanda Stashenko: "Correct."

Commissioner Ayme: "Ok. That is all I need to know, thank you. My only question to you [to Mr. Hiscock] is that do we have something in writing that says that when title is transferred in any given property?"

Mr. Hiscock: "Yes."

Commissioner Ayme: "That is in writing?"

Mr. Hiscock: "We have a standard fee. It is on our standard special fee worksheet. It very specifically states that when a property transfers title that we end the existing account, transfer the balance to the new account and open the new account in the new owners. In this particular case, it happens to be a husband and wife but it is absolutely clear that the property was only owned by Mrs. Stashenko previously."

Commissioner Ayme: "Right."

Mr. Hiscock: "That there was a lawyer involved, there was a deed filed on the land records and the City's filing fee, by the way just for your information for a single sheet document is \$53.00 and you weren't exempt from that. The city made you pay that fee on the basis of the transaction being exactly the same kind of fee we are charging you for the same kind of a transaction. They had to put something in their book, they had to put something in their land records, we had to do the same; we had to change the computer. So analogist it is identical as to what the City has done to you in this matter."

Commissioner Ayme: "May I ask? How much money are we talking about here?"

Commissioner Borges-Lopez: "\$25.00"

Iolanda Stashenko: "\$25.00. To me it is the principle of..."

Commissioner Ayme: "The principle?"

Iolanda Stashenko: "I am in the house. I live there. My husband lives there. We have been there for 35 years. We are not new customers. We have been good standing customers even this winter when we were asked to estimate our bill, I overestimated and paid. So, I feel like I am being treated as a new person in my own home. I ask you to think about it in your situation how you would feel if you were in your home and all of sudden someone said 'ok, you are a new customer' because you added your husband or your spouse to your home when you both have been physically living in your home for 35 years."

Commissioner Ayme: "Who initiated the name change?"

Iolanda Stashenko: "It was brought up..."

Commissioner Ayme: "Not for the property but for the electric company?"

Mr. Hiscock: "For the water company?"

Commissioner Ayme: "The water company."

Iolanda Stashenko: "We did not initiate anything."

Mr. Hiscock: "No, there was no initiation of this by the property owner. We go through the land records and all of the filings and match accounts up and when we find a property transfer we go through the process, we verify, we make the determination of what has occurred and the reason we do this is very specifically, we have lien rights, tax lien rights and if we had not listed the second owner on the property and there was a death, without the second property owner there, we would end up losing our lien rights and our security on the property. So, that is why we do it. We do it for a legal purpose, a legal reason to protect our tax lien status on this account. Now this customer is clearly a very good customer, always pays their bills, always does everything they are supposed to do. There is no doubt there. But nonetheless, the transfer occurred."

Commissioner Ayme: "We have to satisfy move."

Iolanda Stashenko: "Like I said I would understand if I transferred it to him and I was removed, that is a transfer but I am still on there. It is hard to believe because going back 35 years ago if we needed to change the bill we would just add his name to the bill. You know, if that was what was required we would come down and put both of our names on the bill. Now to me it just doesn't make sense. I am sorry for being in this situation of being in my home for 35 years and having to do this."

Commissioner Ayme: "Thank you very much for answering my questions."

Commissioner Burgess: "Maria, any questions?"

Commissioner Borges-Lopez: "No, I have no questions."

Commissioner Burgess: "Is there anything else you want to say?"

Kathleen Dies: "I have a question."

Commissioner Burgess: "Yes."

Kathleen Dies: "I am going through refinance now. My house is in both mine and my husband's name, the bill, we have lived there for 34 years, but the bill is just in my husband's name not that there has been any complication, but now if we refinance are we going to have to pay these fees again?"

Mr. Hiscock: "No, it is not the refinance issue. It is the filing of the deed."

Kathleen Dies: "It's the filing of the deed?"

Mr. Hiscock: "Right, it has nothing to do with the refinancing and at this point if you called our office and indicated that the land records say that both of you own the property and only one of you are on it, we would add the second one as a matter of course. We wouldn't do anything different than that. We would leave the account number the same, you would have the old account like you always do. We would simply add his name to it at your request or if we caught it..."

Kathleen Dies: "My next question would be, has her account number changed?"

Iolanda Stashenko: "No."

Mr. Hiscock: "Her customer number has changed. The account number has not."

Iolanda Stashenko: "I only see the account number. I don't see the customer number on my bills."

Mr. Hiscock: "The account number stays with the parcel of land and never changes. The customer number changes with the owner."

Iolanda Stashenko: "Ok, but again I am the owner."

Mr. Hiscock: "You seem to be unwilling to accept the fact that you filed a deed and you changed the title to the property. I don't know what else to say to you other than you did this."

Iolanda Stashenko: "But there should be an exception to the rule. The same people are still living in the home and now South Norwalk Electric has my husband's name on it solely. The water bill has my name on it solely. I don't understand. There is always an exception to the rule and I think in a situation where we are both still physically living in the home there should be exceptions to things like this because you refinance or you change the deed or add someone's name on it for legal reasons, so that if anything happened to us, one of us would still be able to live in the home."

Mr. Hiscock: "And for legal reasons that is precisely why we did what you did because you changed the title. I don't know how else to tell you that. You initiated a change of title. We didn't, you did it. Your attorney did it."

Iolanda Stashenko: "I am sorry. The concept to me is...I am old school. It just doesn't make sense because we are still physically in the home and just because a deed was changed on our house should not affect my bills. I pay my bills, we pay our bills and I don't feel that should be a reason to change."

Mr. Hiscock: "You pay your tax bills I am sure?"

Iolanda Stashenko: "Yes, I do."

Mr. Hiscock: "And the City charged you \$53.00 to file a new deed. You might not have seen it but when you paid your attorney for the transfer it was there I am sure. I put that in the Commission's folder. That is the fee they charge. You have not gone to the City to appeal that with the same logic."

Iolanda Stashenko: "Because it was a refinance of our mortgage. Those are all legal fees that you have to file with the City. Ok, these are utilities. I have never known a utility to do this before in 35 years."

Mr. Hiscock: "Well, we are the only utility that you have ever had for 35 years."

Iolanda Stashenko: "Ok, is South Norwalk Electric work the same way?"

Mr. Hiscock: "No, because the law is different with respect to an electric bill. A water bill is a tax lien and an electric bill is not."

Iolanda Stashenko: "Ok, the last word that I have to say is if you were in my shoes to consider how you would handle the same situation being in your home for 35 years."

Commissioner Burgess: "Anything else to say?"

Iolanda Stashenko: "No, I really don't. Thank you for listening to me."

Commissioner Burgess: "Do you?" [Directed to Mr. Hiscock]

Mr. Hiscock: "No."

Commissioner Burgess: "Thank you very much."

Kathleen Dies: "What else is on the Agenda?"

Iolanda Stashenko: "Is that it?"

Mr. Hiscock: "Yes, this is an appeal hearing."

Kathleen Dies: "Oh, I see."

Mr. Hiscock: "And you spoke on the record. Can you indicate your full name for the record?"

Kathleen Dies: "Kathleen Dies"

Mr. Hiscock: "Thank you."

Iolanda Stashenko: "Thank you."

Mr. Hiscock: "Stay on the tape."

Commissioner Burgess: "Pardon me?"

Mr. Hiscock: "I was just indicating to Lisa to stay on the tape unless we either adjourn or you make a decision one or the other and adjourn after that. It is certainly your choice."

Commissioner Burgess: "Do we want to adjourn and then make a decision?"

Mr. Hiscock: "No, we have to be in session to make the decision."

Commissioner Borges-Lopez: "No, we have to make a decision. We can make a decision now. I am ready. I would say that we need to adhere to our policy and that the \$25.00 charge stays and I don't see that the customer made a case where we have to waive the \$25.00 fee."

Commissioner Ayme: "I second the motion."

Commissioner Burgess: "I agree. All in favor?"

Commissioners Unanimously: "Aye."

Commissioner Burgess: "Motion for adjournment?"

Commissioner Borges-Lopez: "So moved."

Commissioner Ayme: "Second."

Adjournment:

The meeting adjourned at 6:20 p.m.

Attest:

Gwendolyn Gonzalez
Assistant District Clerk

Transcribed by: Lisa Roland