

Jay G. Foy, Mayor
James Woods, Vice Mayor
Jerry E. Beavers, Council Member
Lawrence Gordon, Council Member
Mark C. Uptegraph, Council Member
John Fenn Foster, Town Attorney
Janice C. Rutan, Town Administrator



TOWN COUNCIL REGULAR MEETING
Town Hall Council Chambers
Thursday ~ January 24, 2013
7:00 p.m.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. APPROVAL OF THE CONSENT AGENDA**
 - a. Approval of the minutes for the January 10, 2013 Regular Meeting.
- VI. PROCLAMATIONS AND PRESENTATION**
- VII. COMMENTS FROM THE PUBLIC**
- VIII. COMMENTS FROM THE PALM BEACH COUNTY SHERIFF'S OFFICE**
- IX. SECOND READINGS AND PUBLIC HEARINGS**
 - None.
- X. FIRST READINGS AND REGULAR AGENDA**
 - a. Consider request for reduction in building permit fee as requested by Mr. and Mrs. Knisley, 5311 Club Road.
 - b. Approve the Communications Services Tax Confidential State Tax Information Agreement between the Town of Haverhill and the Florida Department of Revenue and designate the Town Administrator as the person to receive password and user identification information for accessing the Communications Services tax Website.
- IX. REPORTS**
 - Town Attorney
 - Mayor
 - Consultants
 - Town Administrator
 - Committee/Delegate Report
 - Treasurer's Report (included in packet)
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
- XII. ADJOURNMENT**

Notice: If any person decides to appeal any decision of the Town Council at this meeting, he/she will need a record of the proceedings and for this purpose; he/she needs to ensure that a verbatim record of the proceedings is made. The record must include the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105. The Town of Haverhill does not prepare nor provide such verbatim record.

TO WHOM IT MAY CONCERN:

ME AND MY WIFE HAVE LIVED IN THE TOWN OF HAVERHILL FOR 12 YEARS. WE HAVE LOVED LIVING IN THIS TOWN. THE FIRST EIGHT YEARS WERE GREAT. BUT OVER THE PAST FOUR YEARS WE HAVE HAD A LOT OF TRAGATIES. WE LOST OUR SON THREE YEARS AGO. I ALMOST DIED TWICE WHEN I HAVE SPENT LENGTHY STAYS IN HOSPITAL. MY WIFE HAS SEVERLY HURT HER BACK AND IS UNABLE TO WORK NOW. THE BILLS HAVE BEEN GROWING AND THEN OUR ROOF WAS DAMAGED THE LAST HURRICANE AND OUR INSURANCE COMPANY TURNED US DOWN FOR A CLAIM. EVERY TIME IT RAINED WE WOULD HAVE LEAKS. SO WHEN ~~A~~ CHURCH GROUP OFFERED TO HELP US WE TOOK IT. WE DIDNT GET A PERMIT. I HAVE SUBMITTED THE PAPERS TO DO SO. PLEASE WAIVE THE FINE BECAUSE OF AN OUR HARDSHIP. I WILL GLADLY PAY FOR THE PERMIT. THANK YOU.

Mike + Mechelle Kisley
5311 Chb Rd.
HAVERHILL PL. 33418

JRutan

From: Christopher Leighty [leightyc@dor.state.fl.us]
Sent: Tuesday, December 18, 2012 10:33 AM
To: jrutan@townofhaverhill-fl.gov
Cc: Local-Govt-Unit
Subject: Communications Service Tax Agreement for Access to Confidential State Tax Information

Attachments: CST Confidentiality Agreement 08_24_2012.pdf



CST
Confidentiality Agreement

Ms. Ruton,

The Florida Department of Revenue has changed the process for completing and renewing the Communications Service Tax Agreement for Access to Confidential State Tax Information. This Agreement is needed to access the Communications Services Tax (CST) Information Sharing System Website.

Effective January 1, 2012, Agreements will be changed to expire at the end of three years. Additionally, all Agreements will begin January 1 and expire December 31, three years later. Renewal notices (by e-mail) will be sent in November of the expiration year.

If a modification to the Agreement is needed during the three year duration (for example, if changes are needed to the Addendum), the changes will be in effect until the next scheduled renewal date.

Please complete the attached Communications Services Tax Agreement and Addendum, if applicable. Return your completed Agreement to:

Paul Fultz, Disclosure Officer
Florida Department of Revenue
PO Box 6668
Tallahassee, FL 32314-6668

For faster service, you may fax your Agreement to: 850-488-7112; or e-mail it to: fultzp@dor.state.fl.us However, you must still mail your original signed Agreement.

Once your completed Agreement is received, you will receive an e-mail from the Disclosure Officer. Your password may be changed; however, your user ID will remain the same. If your password is changed, your new password will be included in the e-mail.

Respectfully,

Chris Leighty
Operations Analyst II
Florida Department of Revenue
General Tax Administration
Local Government Unit
Phone: 850/717-7095
Fax: 850/921-4711
leightyc@dor.state.fl.us

NOTIFICATION TO RECIPIENTS: If you have received this e-mail in error, please notify us immediately by return e-mail. If you receive a Florida Department of Revenue communication that contains personal or confidential information, and you are not the intended recipient, you are prohibited from using the information in any way. All record of any

such communication (electronic or otherwise) should be destroyed in its entirety.

Cautions on corresponding with Revenue by e-mail:

Under Florida law e-mails, received by a state agency are public records. Both the message and the e-mail address it was sent from (excepting any information that is exempt from disclosure under state law) may be released in response to a public records request.

Internet e-mail is not secure and may be viewed by someone other than the person you send it to. Please do not include your social security number, federal employer identification number, or other sensitive information in an e-mail to us.

**Communications Services Tax
Agreement for Access to Confidential State Tax Information
between**

Town of Haverhill and The Florida Department of Revenue
(Local Government Name)

1. The Florida Department of Revenue, acting in its capacity as coordinator of the Communications Services Tax (CST) Information Sharing Website, and Town of Haverhill (Local Government) enter into this Agreement for the sharing of certain information specified in s. 213.053(8)(t) Florida Statutes (F.S.).
2. According to s. 213.053(8), F.S., when in receipt of information shared under this Agreement, the Local Government, its employees, its contractors, and any other person who may have access to confidential information obtained by the Local Government under this agreement shall be bound by all applicable laws imposing confidentiality requirements. These requirements include, but may not be limited to, those stated in s. 213.053, F.S., and Chapter 12-22, Florida Administrative Code. Violation of confidentiality requirements is a misdemeanor of the first-degree, punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1,000.
3. As stated in s. 213.053(2), F.S., all information contained in returns, reports, accounts, or declarations related to or identifying specific taxpayers is confidential. The Local Government and the person(s) designated below agree to take appropriate steps to protect confidential information obtained from the Department of Revenue under this agreement from unauthorized use or disclosure.
4. The Local Government and the person(s) designated below agree that confidential state tax information will be kept in a secure environment, and will only be used for official tax administration purposes. When no longer needed, tax information obtained from the Department must be destroyed by shredding, incineration, pulping, or other appropriate means to make the information unreadable. Shredded paper should be 5/16 inch wide or smaller and, if not using a cross-cut shredder, paper should be fed into the shredder with lines of print perpendicular to the cutting blades of the shredder. If incinerating, the incinerator should produce enough heat to burn the entire bundle, or the bundle should be separated to ensure all pages are burned. If pulping, the process should reduce all material to particles one inch or smaller.
5. Only the employees of the Local Government with an official need and use will be allowed to request, receive, and review state tax information. The Local Government agrees that confidential state tax information obtained from the Department will be shared only with persons with direct responsibility for budget preparation, auditing, revenue or financial administration, or legal counsel, and may only be used for purposes related to budget preparation, auditing, and revenue and financial administration. Confidential and exempt information may not be further disclosed by the recipient unless meeting these stated criteria.
6. Each authorized employee as stated in paragraph 5 above is required to execute the certification of familiarity with the confidentiality requirements of s. 213.053, F.S., and Chapter 12-22, F.A.C., found in the Addendum to this agreement. Any person who becomes an authorized employee subsequent to the signing of this agreement must execute a separate certification of familiarity. In each instance, certifications shall be forwarded to the Department of Revenue Disclosure Officer within 15 business days of hire date or change of employment status, with a cover letter signed by the Local Government signatory to this agreement.
7. The Local Government shall notify the Department of Revenue Disclosure Officer in writing within 15 business days when any signatory of this Agreement leaves employment or changes employment status such that he or she no longer has an official use for the information.
8. Effective Date
This Agreement shall be effective on the date all parties have signed the Agreement.
9. Duration and Termination
 - A. This Agreement shall terminate three (3) years from the effective date.
 - B. Either party may terminate this Agreement upon no less than thirty (30) calendar days notice, without cause, unless the parties mutually agree upon a lesser time. Said notice shall be in writing, delivered by certified mail, return receipt requested, or in person with proof of delivery.

10. Legal Requirements

- A. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida.
- B. Each party hereto agrees that it shall be solely responsible for the wrongful act of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitation set forth in section 768.28, F.S.
- C. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of any existing violation, breach, wrongful conduct; or of any future violation, breach, or wrongful conduct.

11. Modification

Modification of this Agreement shall only be valid when reduced to writing and duly signed. The parties agree to renegotiate this Agreement if revisions of applicable Federal and/or State statutes and regulations make changes necessary; or when either party deems such action appropriate in the administration of the laws.

12. Severability

If any provision of this Agreement or the application of it is determined to be invalid for any reason, such determination shall not affect the validity of other provisions or applications of the Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

13. The Local Government designates the following person to receive password and user identification information for accessing the CST Information Sharing Website, and to control access to the CST Information Sharing Website:

Name (print) Janice C Rutan Title Town Administrator
Mailing Address 4585 Charlotte Street City/ZIP Haverhill, FL 33417
Phone Number 561 689 0370 E-mail Address JRutan@townofhaverhill-fl.gov

14. This Agreement must be signed by the local government representative and the Florida Department of Revenue. Please sign and date in the space below. A copy of the Agreement, signed by the Florida Department of Revenue, will be returned to you.

Approved by Local Government:

Approved by Florida Department of Revenue:

Signature _____
Title _____
Date _____

Signature _____
Executive Director
Florida Department of Revenue
Date _____

Please return your signed Agreement and Addendum to:

By e-mail to: fultzp@dor.state.fl.us

By fax to: 850-488-7112

By mail to:
Paul Fultz, Disclosure Officer
Florida Department of Revenue
P.O. Box 6668
Tallahassee, FL 32314-6668

ADDENDUM

Communications Services Tax Agreement for Access to Confidential State Tax Information between

Town of Haverhill and The Florida Department of Revenue
(Local Government Name)

Designee's Certification

As the person designated in paragraph 13 of this agreement to receive password and user identification information for accessing the CST Information Sharing Website, and to control access to the CST Information Sharing Website, I certify that I am familiar with the confidentiality requirements of s. 213.053, F.S., and aware that the unauthorized use or disclosure of state tax information is a misdemeanor of the first degree punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1,000. I understand that confidential state tax information obtained from the Department of Revenue may be used only for official purposes related to budget preparation, auditing, and revenue and financial administration

Designee signature _____ Date _____

Other Authorized Employees

As an authorized employee or contractor of the local government, I certify that I am familiar with the confidentiality requirements of s. 213.053, F.S., and aware that the unauthorized use or disclosure of state tax information is a misdemeanor of the first degree punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1,000. I understand that state tax information received from the Department of Revenue may be used only for official purposes related to budget preparation, auditing, and revenue and financial administration

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

(Attach additional sheets, if needed)