



Town of Waterford, Connecticut, Police Commission Meeting Agenda

Training Room at the Waterford Police Department

9/12/2022 5:00 pm

Zoom Access: <https://us02web.zoom.us/j/81692200771>

Meeting ID: 816 9220 0771 Passcode: 677556

Find your local number: <https://us02web.zoom.us/j/81692200771> +1 929 205 6099 US (New York)

Call to order and establish quorum:

Pledge of Allegiance:

Public input:

Acceptance of minutes: August 8, 2022 Regular Meeting

Correspondence:

- a. Thank you flyer from Community Safety Educator, Kathy Peterson
- b. Thank you email from Paula Mekkelsen to Ashley Kuvent
- c. Thank you note from the Robinson Family
- d. Thank you note from Kim Podeswa & Deryn Winthrop

Traffic Commission Review:

Chief's report:

- a. K9 Reports for August
- b. Youth Report for August
- c. Investigative Services Report for August
- d. Training Report for August
- e. Records Report for August
- f. Community Service Officer Report for August
- g. Patrol Report for August
- h. Animal Control Report for August
- i. Community Engagement Report for August

Old Business:

- a. Letter to Planning & Zoning about Airbnb
- b. Police Chief Selection Process

New Business:

- a. Officer Zachary Caler Award Recognition
- b. Attorney Mark Kepple to speak to the Commission in reference to outdoor entertainment and its impact on neighbors
- c. Discussion of involvement of Local Traffic Authority for road projects
- d. Discussion of Interlocal Shoreline Traffic Accident Reconstruction Team



**MINUTES
BOARD OF POLICE COMMISSIONERS**

August 8, 2022 at 5:00 p.m.
Zoom Meeting ID: 895 9111 3187

PRESENT: Chairperson T. Sheridan, Commissioner C. Gamble, Commissioner M. Gelinas,
Commissioner Brule joined the meeting at 5:06pm.

ABSENT: Commissioner J. Dimmock

DEPARTMENT: Chief M. Balestracci, LT T. Silva, LT N. VanOverloop, LT D. Ferland,
Sgt T. Gelinas, Officer J. Nickerson, Officer N. Surdo, CSO A. Reed

PLEDGE OF ALLEGIANCE:

PUBLIC INPUT:

No public input.

CALL TO ORDER AND ESTABLISH A QUORUM:

Chairperson Sheridan called the meeting to order at 5:01 p.m. in the General Meeting Room of the Waterford Police Department. A Quorum was established.

ACCEPTANCE OF MINUTES:

MOTION: Made by Commissioner Sheridan and seconded by Commissioner Gelinas to accept the minutes from the July meeting. The motion passed.

CORRESPONDENCE:

Correspondence was reviewed.

TRAFFIC COMMISSION REVIEW:

Traffic report received.

Commissioner Sheridan asked about the design of the paint job and signage on Cross Road, and communication with businesses located there during the construction project. Discussion ensued regarding the requirement to go with the State's design for funding purposes. Commissioner Brule said most of the paving was done at night as to not interfere with businesses during the day. Commissioner Sheridan asked that involvement of local Traffic Authority when road projects take place impacting design and signage get back on the agenda for the future. Commissioner Gelinas agreed it should be on the agenda for discussion.

CHIEF'S REPORT:

- a. K9 Reports for July
July report was received.
- b. Investigative Services and Youth Reports for July
July report was received.
- c. Training Report for July
July report was received.
- d. Records Report for July
July report was received.
- e. Community Service Officer Report for July
July report was received.
- f. Patrol Report for July
July report was received.
- g. Animal Control Report for July
July report was received.
- h. Community Engagement Report for July
July report was received.

OLD BUSINESS:

- a. The draft of the Airbnb letter to Planning & Zoning was presented to the Commission.

MOTION: Made by Commissioner Sheridan to approve the draft of the letter as written by the Town Attorney. There was no second. Motion failed.

Commissioners stated they were concerned that the meaning was unclear in the last paragraph. Discussion ensued as to the wording of the letter. It was decided that the letter would be edited and discussed at the next meeting.

Commissioner Sheridan asked for a target date for speed bumps to be installed on the road to the beach. The speed bumps have been ordered but have not arrived yet therefore there is no target date for installation at this time.

MOTION: Made by Commissioner Gelinas and seconded by Commissioner Gamble to adjourn the meeting at 5:39 p.m. Passed unanimously.

Respectfully submitted by:

A handwritten signature in cursive script, appearing to read "Diane Driscoll".

Diane Driscoll
Recording Secretary

A black and white photograph showing a group of people playing tennis on a grassy court. In the foreground, a tennis ball is visible. The background features a line of trees and a building. The image is framed by a thick black border.





From: Paula Mekkelsen <pmekkelsen@gmail.com>
Sent: Monday, August 22, 2022 5:25 PM
To: Ashley Kuvent <akuvent@waterfordct.org>
Subject: Fwd: Waterford Police Department

CAUTION: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Good Afternoon Ms. Kuvent,

Thank you so, so, so very much for forwarding me the police report I requested back in March. I realize it took time to gather all the information needed including, to me more importantly, what occurred over the last couple of weeks.

I truly appreciate all that you and the Waterford Police Department have done up on my behalf. I am extremely grateful and have complete respect for you all!!!

Thank you again for taking and securing my request and for following through as promised. A huge thank you to you and all of the team there at the Waterford Police Dept! May you all stay healthy and safe!!

Respectfully,

Paula

From: Ashley Kuvent <akuvent@waterfordct.org>
Date: August 22, 2022 at 11:14:04 AM EDT
To: pmekkelsen@gmail.com
Subject: Waterford Police Department

Good Morning Ms. Mekkelsen,

Please see the attached reports RE: Case# 2022-00236 and do not hesitate to reach out if you require further information.

Thank You Everyone, at The
Waterford Police Dept. for
helping us celebrate Pop's 100th
birthday! Thank You for the card,
cups, patches, badges + police car +
most of all Thank you for being
there !!!

Sincerely,
Pop, Greg + The Robinson
Family

Dear Waterford Police Department
We are so grateful for the
partnership we have with you.
All officers were so kind to
devote their time to teaching
us about the many roles that
dogs play in our town. Officer
Lane was a huge help to our
traffic plan and we appreciate all
he continues to do! Sincerely,
Kim Podeswa + Deryn Wither.

WATERFORD POLICE DEPARTMENT TRAFFIC REPORT

• August 2022 •

Traffic Complaints:

The Traffic Officer (TO) received numerous complaints for speeding, parking and other traffic violations notably in the Oswegatchie and River Road areas. Our battery speed signs were placed in the areas of complaints to aid in notifying drivers of their elevated speeds.

Construction Projects:

Plans for potential road improvements and residential projects were received and reviewed.

Road Permits

The TO received and submitted permits for the annual "Addys Run", "Back the Blue Motorcycle Ride", "Maina Foundation Walk" and our Unions "5k foot pursuit".

Back to School

The TO worked with several other departments (Board of ED, PW, Bus Companies) to help with traffic issues related to the Friendship School. A temporary traffic plan was approved while longer term solutions are being investigated by all parties.

To address speeding in the High School Parking lot, temporary portable speed bumps were order and placed prior to the start of school. Warning signs were installed along the access road near the speed bumps.

Parade

The parade was conducted according to our safety/security operation plan. No significant issues arose during the event. The event was successful and safe with the help of Public Works, Fire Police, our agency and those planning the parade precession working together.

Sign Proposal

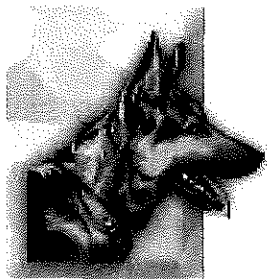
A request has been made by a resident to install a "Children at Play" sign, near their home at 2a Laurel Crest Drive. Specifically, the request for was a sign to inform drivers that a child with down syndrome lives in the area. After speaking to the Chief and researching available signs, there are no signs with the current appropriate nomenclature for the request. I request the sign be changed to a default "Children at Play" sign.

The sign is a non-regulatory sign and is only used as a driver notification/warning.

I recommend placing two signs, back to back on a single pole in the area for the greatest impact.

Google Maps





THE WATERFORD POLICE DEPARTMENT



K-9 Activity Report

August 2022

K-9 Neo

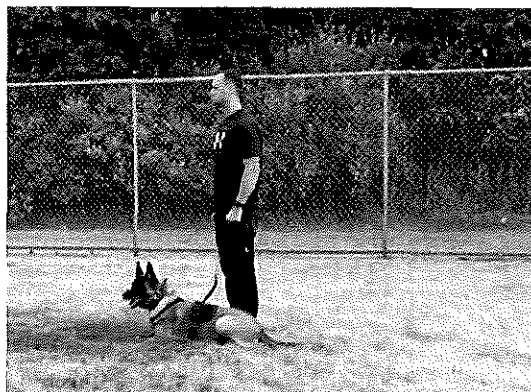
Monthly Uses: 1

2022 Uses: 33

K-9 Ozzy

Monthly Uses: 6

2022 Uses: 38



K-9 Usage

Neo

- ♦ Assist to Groton Police Department for evidence recovery resulting from a track the previous evening.

Ozzy

- ♦ Assist to New London Police Department for narcotics search of a vehicle, with positive alert behavior. The vehicle was seized by NLPD for further investigation.
- ♦ K-9 track for EDP subject who fled on foot. K-9 Ozzy successfully located the subject hiding in the woods. The subject was subsequently sent to the hospital for a psychological exam.
- ♦ Vehicle search for suspected narcotics in which K-9 Ozzy alerted on several pieces of narcotics paraphernalia with residue
- ♦ 2 separate searches for a missing elderly male with dementia requested by Mashantucket Police Department based on areas the subject was last seen.
- ♦ Assist to NLPD in a search for a suspect that fled from a traffic stop. The area was contaminated by multiple bystanders which limited the search.

Training

- ♦ Officer Genung and K-9 Ozzy attended a 4-day "*E-Collar K-9*" training. The use of an electronic collar aids the handler with obedience training and serves as a form of communication between Officer Genung and K-9 Ozzy when working off-leash.
- ♦ Monthly K-9 training was conducted on 8/16 & 8/30 in obedience, tracking, article search, building search, area search, and aggression.



THE WATERFORD POLICE DEPARTMENT

Youth Office Activity Report



August 2022

SRO Lane and SRO Malbaurn returned to the schools on August 15th

In the 2 weeks leading up to the first day of school, SRO Lane and SRO Malbaurn attended numerous meetings with administrators and teachers from the various Waterford Public Schools, as well as The Friendship School. These meetings are intended to meet with staff and address any concerns in a coordinated effort. Additional activities included:

- ♦ Participated in Emergency Service Drill with reunification of students
- ♦ WPD hosted a regional SRO meeting with area schools, representatives of the juvenile court, Norwich Youth and Family Services, and the FBI
- ♦ Met with WPS central officer for residency verification
- ♦ Attended the Open House at all 3 elementary schools
- ♦ Assisted with 6th grade orientation at CLMS and Freshman orientation at WHS
- ♦ Participated in Backpack Drive for students



Month at a Glance

2- Home Visits

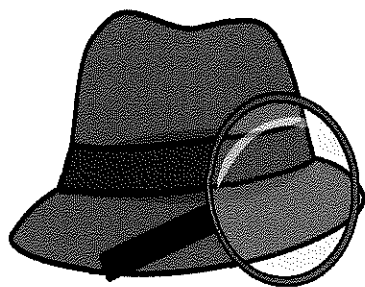
1- CAD Report

0- Case Reports

0- Arrests

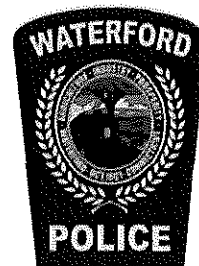
Training

- ♦ SRO Lane and SRO Malbaurn attended a 2-day "School Safety and Security Assessment" training
- ♦ SRO Lane and SRO Malbaurn attended "Partnering to Prevent School Violence" training put on by the FBI with school administrators
- ♦ SRO Lane and SRO Malbaurn attended and "Active Shooter" presentation in Stonington



THE WATERFORD POLICE DEPARTMENT

Investigative Services Division



August 2022

During the month of August 2022 Investigative Services Division was assigned or assisted with 19 new cases.

Current Active Investigations (86 Cases):

(These numbers do not include assist's to the Patrol Division)

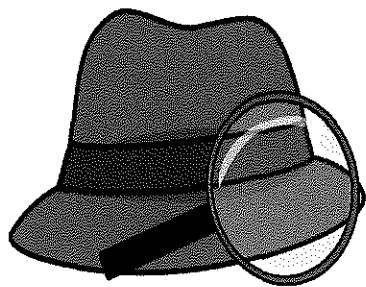
Homicide—1	Sex Assault—1	Sex Offender Registry Violation— 1
Burglary—3	Larceny—1	Untimely—5
Pistol Permits—11	Fraud—2	Overdose—1
Background Checks—1	I.B.C.—1	Robbery—1
Narcotics—2	Suicide—2	Catalytic Converter Theft—1
Harassment —1	Weapons Compliance—1	

Neighborhood Watch:

The monthly Neighborhood Watch Meeting was held on August 25, 2022 in person in the Waterford Police Department Training Room. The following neighborhoods were present: Pleasure Beach, Roxwood Rd., My-rock Ave., North Rd, and Rope Ferry Commons. Traffic related violations were discussed as well as Pleasure Beach Boat Launch complaints. Matters were directed to the various divisions within the agency for follow up.

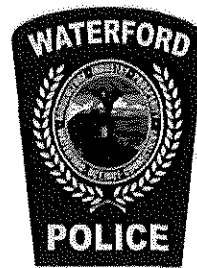
Year to Date Statistical Report

Case Numbers	Amount Investigated	Recovered - Seized	Search Warrants	Sex Assaults	Arrests
115	\$82,694.75	\$24,185.00	22	11	12
Ex-Parte's	Auto Theft	Burglary	Unattended Deaths	Robbery	Background Checks
7	1	7	11	1	13



THE WATERFORD POLICE DEPARTMENT

Investigative Services Division



August 2022

August Highlights:

Detectives worked with members of a fugitive task force in Virginia to locate a subject who this agency held an active warrant for. The cooperative effort located the subject in VA. The subject was arrested as a fugitive and presented at a VA court, where they were released and told to turn themselves in prior to August 30, 2022. The subject, Briana Drayton, was located on August 27, 2022 in Groton City, as a result of a traffic stop. She was arrested and transported to the Waterford Police Department, where she was processed and held on a \$50,000.00 bond for the crimes of 2 counts of Larceny in the Second Degree and 2 counts of Conspiracy to commit Larceny in the Second Degree. Det. Sgt. Fedor and Det. Bonkowski assisted the case officer, Officer Barrows.

Detectives arrested Michael Macy on an active warrant for Robbery 2nd Degree and Larceny 3rd Degree. He was located after being released from a medical facility. He was also found to have 10 active Failure to Appear in the 1st Degree warrants. All were served. Det. O'Connell was the case officer.

Detectives arrested William Metzermacher for Sale of Drugs after an overdose death. The investigation, which began in March 2022, led detectives to a suspect. Detectives obtained probable cause to arrest Metzermacher for providing the drugs to the victim. No additional charges could be proven. Investigator Zaldivar was the case officer.

Detectives arrested Russel Haig for Failure to Register as a Sexual Offender. This investigation was completed with the assistance of the Connecticut State Police Sex Offender Unit. Haig was held on a \$20,000.00 bond and presented to court the following day.

August 2022 Arrests:

08/17/2022: Michael Macy

08/24/2022: William Metzermacher

08/26/2022: Russell Haig

08/27/2022: Briana Drayton

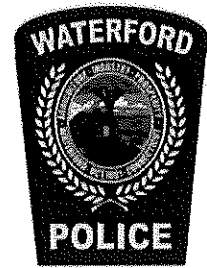
Task Force Officer Report:

TFO DiFusco Assisted the F.B.I. New Haven Task Force with a surveillance and arrest of a subject in the area.



Training Report

August 2022



New Officer Updates

Hiring Process: The Waterford Police Department conducted oral interviews for the position of police officer for the town. Lt. VanOverloop, Training Officer Nicolas Surdo and Officer Ryan DiFusco sat on the oral board panel. The Chief of Police also had interviews of all candidates that successfully passed the oral interview.

Recruit(s): Recruit McComic continues his field training and is currently with his second phase Field Training Officer, K9 Officer Nicholas Genung.

In-house training: The Waterford Police Department hosted a one-hour Alzheimer's awareness training.





Training Report

August 2022



Sergeant Andrew Farrior and Sergeant Matthew Fedor attended a one-day Anticipating Defense in Motor Vehicles Crash Cases. The course focused on prosecution of MV crash, eye witnesses, defense attacks among many more.

K9 Officer Nicholas Genung attended a four-day E-collar K-9 training. The course provided K-9 officers with an electric collar and methods of how to properly use it during deployments.

Officers Scarpa, Donovan & Charron attended a five-day Crisis Intervention Course. The course focused on responding to calls for service and recognizing various behavioral health conditions, de-escalation strategies, and partnerships with mental health mobile crisis teams.

Officers Maffeo and Barrows attended a five-day Peer Support training. The course focuses on developing a peer support program. The PD currently has four (4) peer support trained officers.

LT. VanOverloop and Sgt. Gelinas attended a one-day State Accreditation Program & Process course. It provides critical information to administrative staff and accreditation teams regarding the state accreditation process.

Officers Rogers and Colkos attended a four-day Child Passenger Safety Technician course. The course provided classroom, hands on training and a community safety seat checkup.

Detective Carrol and Officer Nickerson attended the patrol rifle pre-test for the upcoming rifle instructor course at POSTC.

School Resource Officers Lane and Malbaurn attended a two-day School Safety & Security Assessment Training. The course was at Western Connecticut State University and included hazard analysis, physical/psychological assessments, etc.

The Waterford Police Department Records Department Activity for AUGUST 2022

This activity reflects daily activity for the reporting month inclusive of; administrative and court paperwork or processing, contact with members of the public, and state or federal mandated reporting requirements.

Ticket/Written Warning Entries	Freedom of Information Requests	Motor Vehicle Accident Entries	Warrants (Entering or clearing)	Phone calls	Walk in Lobby Window	Background Check Requests
140	189	81	89	209	150	10

Protective Order Entries	Officer Tasking Requests	Case Erasures	State/Federal Report Entries	Supervisor Tasking Requests	DCF Requests
40	63	297		39	15

Court Request	Case Copies	Abstracts
20		399



CSO Monthly Statistical Report August 2022



Waterford Arrests

#

Adult	21
Juvenile	0
Total Processed	21

Fingerprints

#

Pistol Permits	5
Employment	29
Miscellaneous	1
Peddler / Precious Permits	0
Total Fingerprints	35

Firearms

#

Firearms Transfer	56
Pistol Permits Issued	5

Initial Complaints (3A's)

#

Total	32
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- Aizhane Glenn is in the hiring process. Background has been sent to Investigative Services.



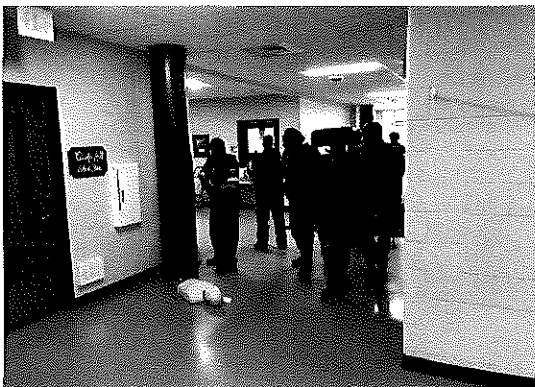
Patrol Report

Commissioners Activity Report
August 2022



Stolen Motorcycle Arrest

On August 15, 2022, at approximately 1016 hours Officer Robinson and Officer Scarpa located a suspiciously parked motorcycle in the parking lot of Home Depot. The officers were able to determine that the motorcycle was reported stolen from our town in July. Further investigation identified an employee as a suspect and Officer Robinson and Officer Scarpa were able to develop probable cause and arrest the individual for possession of the stolen motorcycle. The motorcycle was successfully returned to the owner.



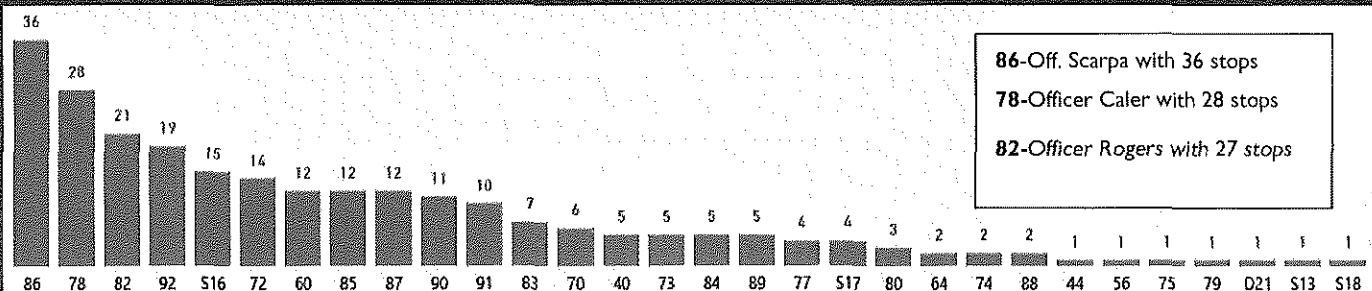
DUI Arrests

With continued enforcement efforts revolving around Driving Under the Influence, patrol officers made multiple arrests for DUI. Two separate cases included the seizure of firearms that were in the possession of the operators, resulting in additional weapons violation charges.

Patrol Calls for Service Monthly Snap Shot:

Total Service Calls	2250
Case Numbers	177
Arrests	63
Juvenile Arrests	4
Larcenies	23
Arrest Warrants	14
Domestic Violence Investigations	11
Traffic Crash	65
DUI Investigations	6
Emotionally Disturbed Persons	48
School Checks	46
Motor Vehicle Stops	247
Written Warnings	63
Infractions	22
Verbal Warnings	145
Misdemeanor	14

SELF INITIATED MOTOR VEHICLE ACTIVITY BY BADGE NUMBER





Vandalism to Vacant Home

Throughout the month of August, Officer Barrows conducted a prolonged investigation into extensive vandalism of a vacant home in Waterford. The home was broken into on multiple occasions and sustained damage in excess of \$13,000. Officer Barrows conducted numerous interviews and gained confessions from the four juveniles involved. Each of the juveniles were charged with Burglary 3rd Degree and Criminal Mischief 1st Degree

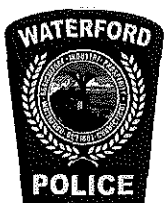
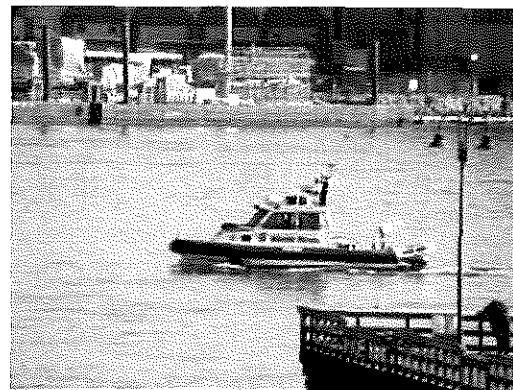
Felony Larceny

In May, 2022, Officer Caler began an investigation involving the theft of \$4,000 from a resident of Waterford, which was completed through a wire transfer app. Officer Caler's investigation included a search warrant for the account utilized to commit the theft, and developed a suspect. The suspect was arrested on August 1, 2022 after an arrest warrant was issued.

Regional Marine Patrol Boat

The regional marine patrol boat, being back in service, was responsible for over 100 hours of patrol. The activities included 10 marine patrol checks with 7 warnings issued, as well as several patrol checks of the Millstone Security Zone. Some of the highlights during August include:

- ♦ Response to a vessel aground in Jordan Cove
- ♦ Response to a missing swimmer in Noank
- ♦ Response to 2 missing kayakers in Old Lyme
- ♦ Presence for the Niantic Bay Triathlon



In the Community Interest

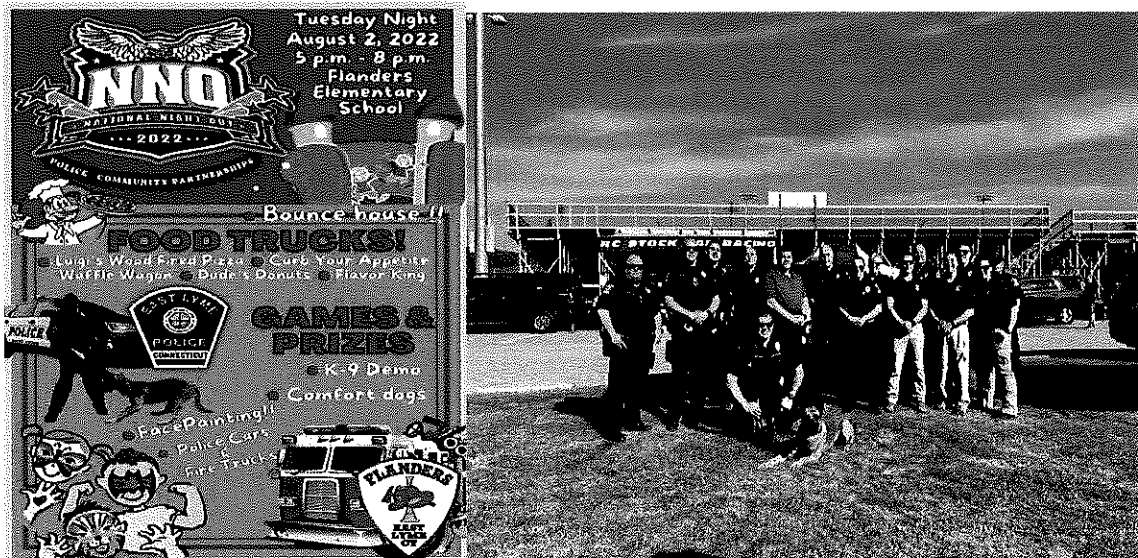




Monthly Report August 2022

	WATERFORD	EAST LYME
CALLS FOR SERVICE	102	52
AFTER HOURS CALL OUTS	10	7
DOG BITES	3	0
INFRACTIONS	1	0
WRITTEN WARNINGS	3	0
ANIMALS REDEEMED	9	8
ANIMALS ADOPTED	3	0
ANIMALS DOA	2	0
EUTHANIZED	2	0
ANIMALS PROCESSED TOTAL	16	8
TOTAL MONEY TAKEN IN	\$ 210.00	\$ 20.00
DONATIONS TAKEN IN	\$ 45.00	\$ 20.00

- 1) On 08/02/2022 ACO's participated in the East Lyme National Night Out celebration, meeting and greeting citizens throughout the event.



- 2) On 08/11/2022, we received a call for a hawk that had been struck by a vehicle and was now stuck inside the grill of the car, still alive. We were able to extricate the bird and get it to a wildlife rehabilitator where it was nursed back to health, amazingly it had no broken bones and within the week, it was able to be released back into the wild.



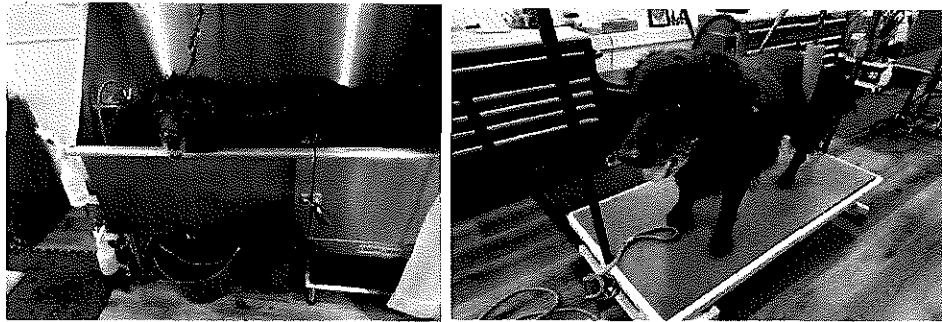
- 3) On 08/11/2022 ACO's participated in second coyote informational forum at the East Lyme town hall in an effort to ease citizens' concerns.



- 4) 08/12/2022 ACO Ryan participated in the WPD intern program and took intern Julia Rich for 4 hours to show her what Animal Control Officers do throughout the day.



- 5) On 08/19/22 ACO's were notified that a senior resident had been taken to the hospital and left behind her dog and cats. ACO Ryan responded to the residence and discovered this was an extreme hoarding situation. The dog was removed into the care of animal control as was a bird. Food and water was left out for the cats inside the residence. Since that time, ACO's and senior services have been working with the resident to address her living situation and make improvements. We also had a groomer volunteer her services to give the dog a much needed spa day at no cost to the resident.

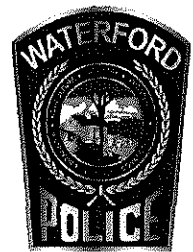


- 6) There were two (2) animals euthanized this month, one was a very sick, elderly stray cat that was found barely alive. At the recommendation of the vet it was humanely euthanized. The second was a very aggressive feral cat that had been living inside a vacant house basement, when the new owners purchased the house, they found the cat, it was trapped and taken to the facility. We attempted to give it time to relax in the hopes of getting it vetted and placed as a barn cat somewhere. Sadly, the cat's disposition worsened and it made attempts to escape and to attack any time the cage door was opened. The cat was humanely euthanized at the vet.





THE WATERFORD POLICE DEPARTMENT



Community Engagement Report August 2022

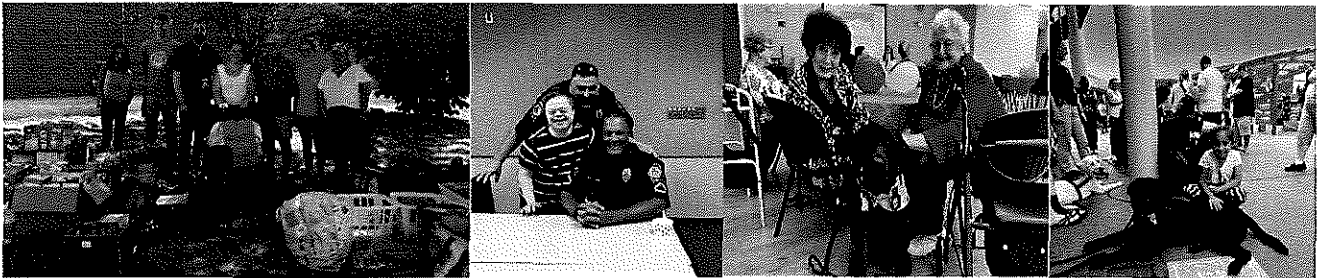
Recruiting/Internships: Intern Rich shadowed LT Ferland, LT VanOverloop, ACO Ryan, Investigative Services and evening shift patrol. She observed the active shooter drill. She completed her internship with wrap-up interviews with Chief Balestracci & OFC Fredricks.

Officer Wellness: Provided K-9 Ozzy with a donated dog oxygen mask. Attended a meeting at LEC to start a regional peer support team. Coordinated an officer wellness event at Mystic Aquarium with multiple law enforcement comfort K-9s.

Domestic Violence Follow-ups: Conducted 7 follow-ups with DV victims. Reviewed DV reports with LT Silva to make sure they were completed properly. Attended Quarterly DV Update Meeting.

Interaction with Youth Services: Assisted at the First Selectman's School Supply Drive & the Backpack Supply Event. Visited Camp Dash multiple times. Attended the Bella Award ceremony. Visited Utopia Hair Salon during the Look Cool for School haircut program.

Special Olympics Efforts: Attended the Dream Ride to interact with athletes.



K-9 Officer Hodges: Hodges interacted with volunteers at the active shooter drill and visitors at the Waterford Farmers Market. Visited Ballestrini's Childcare, Waterford Gymnastic and NL Rehab Center. Accepted a \$1,000 donation for Hodges's maintenance from the Chester HAI Group. Conducted K-9 demos at Waterford Summer Academy. The Waterford Library hosted Read to Hodges. Participated in the Waterford Parade and the afterwards celebration at the Jordan Green. Attended GTPD's National Night Out.

Interaction with Senior Services: Attended Coffee with a Vet & the Senior Ice Cream Social. Seniors quilted blankets and they were placed in each cruiser for victim support. Assisted with a wellness check of a Waterford senior resident.

Trespass Notices: Obtained 2 letters from property owners that provides officers permission to ask panhandlers to leave their properties.

Assistance to Youth Officers: Both SROs & I went to the Waterford Library's Sundaes on Monday. Spoke about traffic stop safety to teen drivers at Rae's Driving School. Attended the Friendship School's orientation day. Coordinated a Back to School Coffee Break for Teachers event at WHS. Conducted multiple school checks during the first day of school.

Autism/Cognitive Issues Programs: Assisted in the planning of the upcoming event for traffic stop practice with Autistic drivers. 1 participant was added to Cognitive Issues program.

SHORELINE TRAFFIC ACCIDENT RECONSTRUCTION TEAM

WHEREAS, Section 7-148 cc of the Statutes of the State of Connecticut authorizes municipalities to enter into interlocal agreements; and

WHEREAS, the undersigned municipalities find that the prevention, detection and enforcement of motor vehicle moving violations, driving under the influence violations and other violations can best be served by the creation of a regional approach to law enforcement, resulting in better coordination and less duplication in law enforcement efforts and resources; and

WHEREAS, the undersigned municipalities recognize that investigation of a serious injury or fatal motor vehicle crashes normally requires an investigator to have specialized training and that the trained investigator is a resource, which may be shared and utilized by other members of the agreement; and

WHEREAS, the undersigned municipalities find that an interlocal agreement is beneficial in order to protect the safety and well-being of the citizens of the respective municipalities; and

WHEREAS, the undersigned municipalities wish to cooperate on providing police services and in pursuing grants and raising monies to obtain capital resources in furtherance of these goals under the terms of this agreement;

NOW, THEREFORE, the undersigned municipalities, acting by their respective chief executive officers, duly authorized, mutually agree, pursuant to this Interlocal agreement (hereafter, "Agreement") to establish the Shoreline TRAFFIC Accident Reconstruction Team (hereafter "START") in accordance with the following:

ARTICLE ONE: PROVISION OF PERSONNEL AND EQUIPMENT

1. The chief executive officers of the undersigned municipalities hereby delegate to the chiefs of police of their respective municipalities the authority to determine when the provision of police personnel and equipment best serves the purposes of this agreement.
2. The participating chiefs, hereinafter collectively designated and referred to as the "Board", shall meet periodically as determined by the needs of the Unit, but at least once per year, and each Chief of Police shall have an equal vote on decisions affecting the administration of the START.
3. The chiefs of police, collectively, as the decision-making authority, have the responsibility for the coordination of grant applications and the administration of funding awards and other initiatives.

4. The Board anticipates and agrees to make resources available for at least one full or partial deployment per quarter of personnel and equipment pursuant to this agreement for the duration of this agreement. Additional deployments are authorized, without further action, by the mutual consent of the participating municipalities.
5. During the deployment of personnel and equipment pursuant to this agreement, the officers so deployed shall be deemed members of their respective departments acting to further the goals of this agreement and each shall have the same powers, duties, privileges and immunities as are conferred on the police officers of the municipality in whose jurisdiction the Unit or any of its officers is operating.
6. During an START enforcement deployment, it is expected that the undersigned municipalities shall provide at a minimum the following quantity of personnel and equipment:

One or more police officers and one or more marked and/or unmarked police vehicles.

7. During a START crash investigation deployment, it is expected that the undersigned municipalities shall provide at a minimum the following quantity of personnel and equipment:

One or more police officers trained in advanced crash investigation and/or reconstruction and one or more marked and/or unmarked police vehicles.

8. A municipality may elect not to participate in a deployment if it has a good faith reason to do so. However, each municipality, in its discretion, may determine the extent of its participation in any deployment through the specific assignment of personnel and equipment.
9. The Board shall appoint collectively a supervisor from one of the participating departments to function as the START Unit Commander. The Unit Commander must at least hold the rank of sergeant in his/her department. The Board acknowledges appointment of a Unit Commander is necessary to maintain continuity of the unit and its members especially in the area of serious injury and fatal crash investigation. It will be preferable that the Unit Commander have experience and training in the area of advanced crash investigation and/or reconstruction. A supervisor will be assigned to oversee each of the START teams. The team supervisor will act as the START Unit Commander when the Unit Commander is not present. The team supervisors must meet the same conditions as set forth for the START Unit Commander.
10. The START Unit Commander will act as the liaison between the departments for all activities of the unit.

11. During each full deployment, the host municipality, which is the municipality requesting the services, shall make every effort to provide a sergeant or higher-ranking officer to coordinate operations with the START Unit Commander while in the field.
12. It is understood that smaller scale deployments or partial deployments between two or more agreement members may take place under this agreement.

ARTICLE TWO: DUTIES OF PERSONNEL

1. All personnel assigned to a deployment shall be subordinate to the host department's supervising officer.
2. Each officer assigned to START shall wear the officer's regular department uniform or the unit's approved uniform.
3. All non-custodial citations issued pursuant to this agreement shall be processed through the issuing officer's department. All custodial arrests or investigations shall be processed in a manner designated by the host agency.
4. The host agency shall prepare and distribute to all participating departments an operations plan for each planned deployment of a non-emergency nature.

ARTICLE THREE: REIMBURSEMENT AND LIABILITY

1. Each participating municipality agrees that it shall be responsible for its respective police department expenses incurred while participating in each deployment, whether that municipality's equipment and personnel was operating within or without its own jurisdiction. Any entitlement to reimbursement, except as stated herein, is hereby waived by the chief executive officer of each municipality that is a party to this agreement. Such expenses may include, but are not limited to:
 - a) The actual payroll (including overtime) cost to the municipalities of all personnel assigned;
 - b) The replacement cost of all equipment lost, destroyed or made unavailable for further service as a result of proper use in a START deployment. Nothing in this section waives a municipality's right to seek reimbursement for equipment lost or destroyed negligently, recklessly, willfully, or purposefully.
 - c) Fuel and maintenance for police cars;
 - d) The cost of repairing damaged equipment;

- e) Awards for death, disability or injury to personnel arising as a result of services provided pursuant to this agreement to the extent that such awards exceed Worker's Compensation coverage;
 - f) Worker's Compensation claims as set forth in C.G.S. 31-275, et seq.;
 - g) Survivor's benefits as set forth in C.G.S. 7-323.
2. In the event outside funding becomes available to pay for the expenses of the municipalities operating under this agreement such funds shall be allocated among the participating municipalities on a proportional cost basis agreed to in advance. This does not include subrogation. The proportional cost basis may be adjusted to each deployment or initiative depending on the location of the host, number of personnel assigned to the deployment by each agency, etc.
 3. The services performed under this agreement shall be deemed for public and governmental purposes, and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation under this agreement outside its boundaries.
 4. Each municipality shall indemnify and hold harmless the other municipalities to this agreement from all claims, including, but not limited to, third party claims, for property damage or personal injury (including death) which may arise out of and be attributable to a municipality or to the actions of those acting on behalf of each municipality. Each town shall be liable only for their own percentage of negligence as determined by the courts or a jury.

ARTICLE FOUR: APPOINTMENT OF A DEPOSITORY MUNICIPALITY, PURSUIT OF REGIONAL GRANT INITIATIVES, AND REVENUE SHARING/USAGE

1. Appointment of a Depository Municipality; Functions of Depository Municipality
 - a) The Board of START shall mutually select a depository municipality from one of the members of START which shall receive and hold in trust for START all monies obtained by START from grants or other sources. Said monies shall be held in a special revenue account (hereafter, the "START Joint Account") or an account with like budgetary permissions that will allow the convenient use of said funds as needed by START. The depository municipality agrees, in furtherance of the goals of this agreement, to pass any ordinance or resolution required by its own municipal Charter in order to effectuate the creation of said START Joint Account.
 - b) Upon a request from any member municipality, the depository municipality shall provide an accounting of all funds contained in the START Joint Account.

- c) Upon affirmative vote of two-thirds of the member municipalities, the depository municipality may be changed. Upon a vote to change the depository municipality, the prior depository municipality shall, within 60 days of said vote, turn over all funds and provide a full accounting to the successor depository municipality.
- d) In the event that a depository municipality withdraws from START or no longer wishes to serve in said capacity, a successor depository municipality shall be appointed by the members of START. At such time, the prior depository municipality shall, within 60 days of said appointment, turn over all funds and equipment purchased with funds from the Shared Revenue Account to the successor municipality. The prior depository municipality shall, within 60 days, provide a full accounting, and an itemized list of transferred equipment to the successor depository municipality.

2. Pursuit of Regional Grant Initiatives, Development of Capital Goals

- a) It shall be an essential function and purpose of START to pursue grants and other initiatives to raise monies in order to purchase capital resources to further the purposes of this agreement.
- b) From time to time, and as necessary, START shall meet to develop a short-term (1 year) and long term (5-year) capital plan for the START. The monies raised pursuant to this agreement shall be utilized to further the capital goals set by START.

3. Revenue Sharing

- a) All revenue raised and remitted to the START Joint Account shall be shared and used for the collaborative and joint purposes of the START. Nothing in this provision shall be construed to conflict with or alter the reimbursement or funding provisions of Article III regarding deployments.
- b) Expenditures from the START Joint Account of \$500 or less can be made by the Unit Commander, without prior approval. All expenditures greater than \$500 from the START Joint Account shall require the unanimous vote of all START member municipalities in writing via electronic mail (e-mail).
- c) Any property obtained with funds from the START Joint Account shall be considered property of the depository municipality, held for the benefit of itself and all other START municipalities. No property obtained with monies from the START Joint Account or with funds attributable to said account shall be sold, modified, gifted, or otherwise transferred without the unanimous vote of all member municipalities in writing.
- d) Any depository municipality which misappropriates funds from the START Joint Account or otherwise disposes of property obtained with START funds in violation of

this section shall be liable to all of the other member municipalities for the loss to START and any and all costs, including court costs and attorney's fees, incurred in recovering said funds or property from the depository municipality or any other third party.

- e) Funds from the START Joint Account are intended for equipment and services for the unit and shall not be used to pay salary or overtime to START members.

ARTICLE FIVE: MISCELLANEOUS

1. The Chief of Police of the municipality providing assistance may, if necessary to protect the safety and well-being of said municipality, recall any personnel or equipment provided pursuant to this agreement.
2. Withdrawal from this agreement by any municipality hereto shall be made by thirty (30) days' written notice to all other municipalities but shall not terminate the agreement among the remaining municipalities.
3. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
4. This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter, hereof.
5. This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors and assigns.
6. This Agreement shall be governed by and construed in accordance with the laws and relevant ordinances and regulations of the State of Connecticut and the participating municipalities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as follows:

TOWN OF EAST LYME:

BY: _____
First Selectman Kevin Seery

Dated:

TOWN OF WATERFORD:

BY: _____
First Selectman Robert Brule

Dated: