



Town of Waterford, Connecticut, Police Commission Meeting Agenda
Training Room at the Waterford Police Department

2/13/2023 5:00 pm

Call to order and establish quorum:

Pledge of Allegiance:

Public input:

Acceptance of minutes: January 9, 2023 Regular Meeting

Correspondence:

- a. Thank you letter from L.E.C.
- b. Retirement letter from LT Timothy Silva

Traffic Commission Review:

Chief's report:

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

Old Business:

- a. Police Chief Selection Process

New Business

- a. Mutual Police Assistance Compact
- b. Interns Introductions
- c. Presentation of Chief's Awards to Officer Fredricks and Chaplain Parise



**MINUTES
BOARD OF POLICE COMMISSIONERS**

January 9 at 5:00 p.m.
Zoom Meeting ID: 843 8683 5216

PRESENT: Chairperson T. Sheridan, Commissioner Brule, Commissioner C. Gamble,
Commissioner M. Gelinas, Commissioner J. Dimmock via Zoom

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

PLEDGE OF ALLEGIANCE:

PUBLIC INPUT:

No public input.

CALL TO ORDER AND ESTABLISH A QUORUM:

Chairperson Sheridan called the meeting to order at 5:00 p.m. in the General Meeting Room of the Waterford Police Department. A Quorum was established.

ACCEPTANCE OF MINUTES:

MOTION: Made by Commissioner Dimmock and seconded by Commissioner Gamble to accept the minutes from the December 12, 2022 Regular Meeting. Passed unanimously.

CORRESPONDENCE:

Correspondence was reviewed.

TRAFFIC COMMISSION REVIEW:

Traffic Commission Report was received.

CHIEF'S REPORT:

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

OLD BUSINESS:

Discussion of the status of the Chief of Police Selection Policy. Commissioner Dimmock requested a copy the current Chief of Police job description from Human Resources and obtained a copy of Montville's Chief of Police job description as well. Commissioner Dimmock said he amended the Educational Requirements section of the policy. It was decided that this item will remain on the agenda for discussion at the next BOPC Meeting.

NEW BUSINESS:

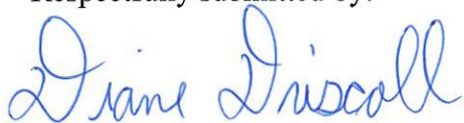
MOTION: Made by Commissioner Gelinas and seconded by Commissioner Brule to enter into Executive session for personnel discussion at 5:24 p.m. Passed unanimously.

Chief Balestracci, LT Silva, LT VanOverloop and LT Ferland were included in the Executive Session.

The Board came out of Executive Session at 5:46 p.m., no votes or actions were taken while in Executive Session.

MOTION: Made by Commissioner Sheridan and Seconded by Commissioner Dimmock to adjourn the meeting at 5:46 p.m. Passed unanimously.

Respectfully submitted by:



Diane Driscoll
Recording Secretary

L.E.C. of Conn., Inc.



CHIEF PATRICK DALEY
Norwich Police Department
President

CHIEF JEFFREY HOTSKY
Mohegan Tribal Police Department
Vice President

CHIEF LOUIS J. FUSARO JR.
Groton Town Police Department
Secretary

CHIEF CHRISTOPHER FERACE
Putnam Police Department
Treasurer

11 STOTT AVE.
NORWICH, CT 06360
TELEPHONE (860) 887-1214

FAX (860) 887-0421
E-MAIL: info@lec-ct.org
<http://www.lawenforcementcouncil.org>

WILFRED J. BLANCHETTE III
Director

CAROL A. MORIN
Administrator

JAMES P. DEVENY
Training Coordinator

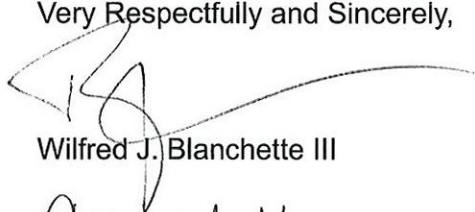
January 18, 2023

Chief Marc Balestracci
Waterford Police Department
41 Avery Lane
Waterford, CT. 06385

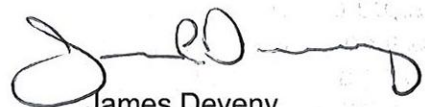
Chief Balestracci,

January 17, 2023 was Day 1 of the Eastern Regional Police Academy. This day was the culmination of months of hard work and preparation by the Law Enforcement Council staff, our member departments, our department deans and our staff instructors. In order to properly indoctrinate our recruits into the police family, Day 1 is typically a bit more intense and creates an environment of controlled chaos, seeing if our recruits can work through the stress and become a team. In order to create this controlled chaos, a select lineup of police officers was chosen from our member departments to welcome our recruits. Lieutenant David Ferland represented the Waterford Police Department in this welcoming ceremony. These supervisors and officers were instrumental in providing an active but safe Day 1 for our new recruits. The positive image they portrayed, along with their competence as police officers, was certainly representative of the professionalism displayed daily by the members of your department. The members of the Law Enforcement Council sincerely thank you for allowing them to be a part of this historic day; Session 1 of the Eastern Regional Police Academy.

Very Respectfully and Sincerely,


Wilfred J. Blanchette III


Carol Morin


James Deveny



Marc Balestracci
Police Chief

WATERFORD POLICE DEPARTMENT
41 AVERY LANE
WATERFORD, CT 06385-2819



(860) 442-9451 TEL
mbalestracci@waterfordct.org

Lt. Timothy A. Silva
41 Avery Lane
Waterford, Connecticut 06385
Monday, February 6, 2023

Chief Marc Balestracci
Town of Waterford police Department
41 Avery Lane
Waterford, Connecticut 06385

Dear Chief Marc Balestracci:

Please accept this letter as official notice of my intent to retire, effective Friday, June 9, 2023 at 4:00 P.M. This date coincides with my regular Monday through Friday workweek.

The Town of Waterford, Human Resources Director, informed me that my eligibility date for full retirement would be May 26, 2023.

I have entered all my prospective time off through June 7, 2023. I will be in the office on June 8 and June 9 to turn over all Town owned equipment and prepare for separation from service.

If any additional documentation is required, please let me know.

Sincerely,

Lt. Timothy A. Silva

Cc: Christine Walters, Town of Waterford Human Resource Director

WATERFORD POLICE DEPARTMENT TRAFFIC REPORT

•January 2023•

Traffic Complaints:

The Traffic Officer (TO) received 2 complaints for speeding and traffic light violations. The complaints were of already known issue locations and are continuously under watch by patrol. Several questions were brought forward by Neighborhood Watch via SGT Mike Fedor. The complaints/questions were answered and were long term solutions not anything with immediate needs. (Involving signage, known intersection issues and traffic lights on state roads)

Road Permits

No new Road Permits were received. This is the normal lull in road permits which will pick back up in early spring.

Trailer Display Signs

The Speed signs were deployed on Oswegatchie Road. Our display signs were utilized in several locations with various safe driving messages.

Proposed Building Projects

No new plans were received. T.O. and Chief Balestracci attended a meeting with State DOT regarding emergency shut down routes involving Waterford roadways. Other items brought up in the meeting are possible long term "road diet" programs on State Roads.



THE WATERFORD POLICE DEPARTMENT



K-9 Activity Report

January 2023

K-9 Neo

Monthly Uses: 5

2023 Uses: 5

K-9 Ozzy

Monthly Uses: 1

2023 Uses: 1

Training

Monthly K-9 training was conducted on 01/17 & 01/31 in obedience, tracking, building search, and aggression.

K-9 Usage

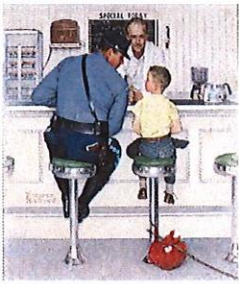
Neo

- ♦ On 01/05/2023 K-9 Neo was deployed for a vehicle search during a motor vehicle stop and showed a positive alert for the presence of narcotics, and crack cocaine was located inside the center console.
- ♦ On 01/18/2023 K-9 Neo was utilized for an exterior open air sniff of a vehicle stopped by Officer DiFusco.
- ♦ On 01/21/2023 Officer Epps and K-9 Neo assisted Ledyard Police with a track for an operator who fled from a MVA. K9 Neo's track led to a residence in their town, where it was believed the operator went inside the residence.
- ♦ On 01/22/2023 Officer Epps and K-9 Neo responded to an accident in our town where it was believed narcotics were inside the vehicle. Probable cause was developed, the vehicle was searched, and narcotics were located inside the vehicle. When K-9 Neo arrived an interior search of the vehicle was conducted and he showed a positive indication where the narcotics were previously located.

Ozzy

- ♦ On 01/28/2023 K-9 Ozzy was utilized for an exterior open air sniff and an interior search of a vehicle.





THE WATERFORD POLICE DEPARTMENT

Youth Office Activity Report



January 2023

- ◆ SRO Lane and SRO Malbourn continue to attend many school sporting events, to include basketball games and wrestling matches, outside of school hours, often on their personal time to show support for the students and develop relationships within the community.
- ◆ SRO Malbourn and SRO Lane conducted numerous meetings with parents during the month involving various concerns including behavior issues while at school and social media issues.
- ◆ SRO Lane coordinated and hosted a regional SRO meeting with the juvenile court and SRO Malbourn to learn about the changing laws and communicate about calls for service and trends amongst different towns.
- ◆ Both SRO's dealt with several mental health concerns involving students that were addressed during the month including two emergency committals for suicidal ideations and weekly meetings with the school's mental health personnel to discuss any incidents that occurred over the weekend.
- ◆ SRO Lane met with Friendship School personnel to discuss safety protocols and how to improve their safety policies and procedures within the school.
- ◆ SRO Malbourn assisted the New London Police Department and the Montville Police Department with incidents in their town that involved numerous Waterford High School Students.



Month at a Glance

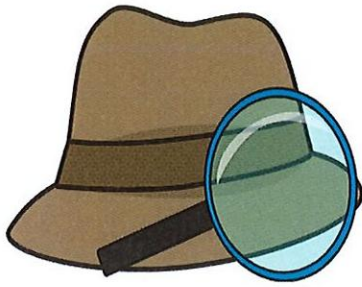
1– Home Visits

8– CAD Report

5– Case Reports

0– Arrests

SRO Lane & SRO Malbourn continue to meet and talk with students on a daily basis for school, personal, and social related topics in an effort to develop lasting relationships between the department and the youth in our community.



THE WATERFORAD POLICE DEPARTMENT

Investigative Services Division



January 2023

As of the month of January 2023 the Investigative Services Division was working or assisting with 20 active investigation .

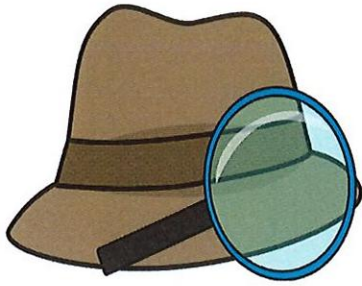
Current Active Investigations (18 Cases):

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

Homicide—1	JV Sex Assault—1	Fraud—1
Burglary—3	Larceny—1	Untimely—4
Pistol Permits—1	Crypto Scam—1	THC & Pills—1
Narcotics—2	Suicide—2	

Year to Date Statistical Report

Case Numbers	Amount Investigated	Recovered - Seized	Search Warrants	Sex Assaults	Arrests
9	\$35,000.00	\$0.00	2	3	1
Ex-Parte's	Auto Theft	Burglary	Unattended Deaths	Robbery	Background Checks
0	0	1	1	0	0



THE WATERFOROARD POLICE DEPARTMENT

Investigative Services Division



January 2023

January 2023 Arrests:

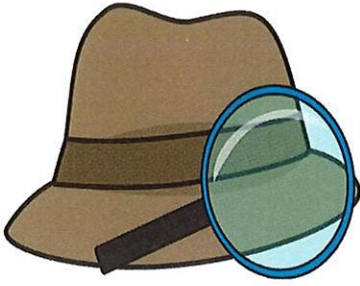
Robert Ardoin— 44 years old, of New York, was arrested and charged as a Fugitive from Justice in violation of 54-169. Ardoin had previously been arrested for burglary and extradited from New York. Once arrested for our charges it was learned he had an outstanding arrest warrant in New Jersey for similar crimes. He was arrested at court and remains in custody at Corrigan Correctional Institute in Uncasville, CT

January 2023 Investigations:

- Det. Bonkowski executed a search warrant related to the Motor Sports Nation burglary from November 2022. This search warrant was for location information related to suspects developed over the course of the investigation.
- Detective Carroll executed 3 search warrants for financial records related to an on-going fraud investigation. The results have identified a victim of the same fraud who resides in New York.
- Detectives had opened 2 Narcotics Investigations. These cases were initiated from complaints and traffic stops
- Detective O'Connell was called to the scene of a burglary with a value of approximately \$35,000.00 in loss reported. The scene was processed and documented. The investigation is on-going.
- Annually the Investigative Services members reach out to local "At Risk" businesses, such as jewelry, convenience, and liquor stores to discuss crime trends, become familiar with new surveillance equipment and conduct security assessments. This process was begun and will continue through March of 2023.
- Through the Southeastern Connecticut Regional Intelligence Meeting (SECT-RISM) hosted at the Waterford Police Department, Investigative Services members became aware of recent crime trends across Connecticut and Rhode Island, that are targeting Asian owned businesses. The Owners of these businesses are followed and targeted for burglary and home invasion crimes on the belief these owners hold a large amount of cash rather than use bank deposits. Members have begun speaking with owners on the trends and discussed options related to home/business security.

Task Force Report:

- TFO Rodriguez was officially sworn in with the Violent Crimes Task Force (VCTF).
- VCTF members captured 2 violent offenders who collectively had 9 outstanding warrants.
- VCTF executed 3 search warrants resulting in drug arrests.
- While conducting surveillance on known gang members the VCTF located two vehicles which were involved in gang related shootings in New London and Norwich.
- VCTF had 4 drug arrests



THE WATERFORAD POLICE DEPARTMENT

Investigative Services Division



January 2023

January 2023 Neighborhood Watch:

The monthly Neighborhood Watch Meeting was held on Saturday January 14, 2023 in person in the Waterford Police Department Training Room. The following neighborhoods were present: Pleasure Beach, North Rd, Myrock Ave, North RD, Trumbull Rd and Roxwood.

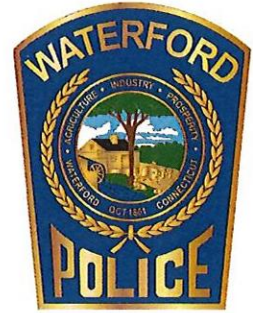
The following topics were discussed during the meeting:

- Car thefts were discussed, specifically recent incidents (last month or so) in the area of Pleasure Beach and Fog Plain Rd. Prevention is key, lock car doors and don't leave valuables in plain view.
- Trumbull Rd discussed the previous reckless driving complaints. There have been no incidents.
- Roxwood- Operator of reckless Chevy Tahoe had been spoken to by Sgt Mike Fedor. No repeat incidents reported.
- Owners of the large white truck with loud exhaust were spoken to by Sgt Mike Fedor about several complaints regarding its operation. No new incidents reported.
- North Rd wanted to thank the WPD and Public Works for their speedy response recently when a tree fell and blocked the road.
- North RD reported the operator of the dirt bike appears to be operating it with less frequency. Concern he is going into town land behind North RD to cut down trees.
- Myrock Ave is requesting a No Parking sign that is located just in from Willetts Ave. The location is very close to the first driveway and causes issues when cars park in the legal area, making it difficult for the resident to swing their car out to exit driveway.
- Concern over traffic backing up on Willett's Ave. The light appears to have trouble handling the amount of traffic on the road. (see #11)
- Question about where the nip bottle money goes to.
- Ongoing issues with vehicles traveling north on RTE 32 in the right lane, going through the red light and continuing onto 395 (see #11)
- While there are no concrete plans, the state is continuing to look at updating intersections on state roads such as Rte 32 @ Old Norwich and Rte 1 @ Willetts Ave. Upgrades could include road design and traffic light updates using camera based technology to alternate lights with greater efficiency. If anyone has questions they can reach out to Sgt. Fedor.

THE WATERFORD POLICE DEPARTMENT



TRAINING REPORT JANUARY 2023



New Officer Updates

Hiring Process: Waterford Police Department has opened up the hiring process for both entry level and certified officer through March 31, 2023.

Recruit Andrew Reed was sworn into the Town of Waterford and has begun his police academy training. Class 1 of the Law Enforcement Council (LEC) Academy in Norwich, CT started January 17th.

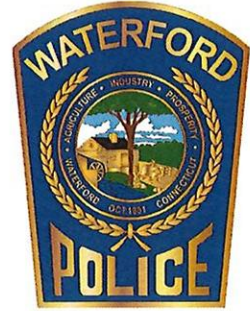
A representative from Charter Oak State College in New Britain came to the police department and spoke with officers. Charter Oak State College offers all online associates, bachelors and masters degree programs in many disciplines.





TRAINING REPORT

JANUARY 2023



Officer Eric Fredricks, Officer Nicholas Genung and Officer Noah Brown attended a five-day Basic Instructor Development course held at the Waterford Police Department. Officer Gilbert Maffeo instructed the officers in developing course objectives, creating a lesson plan and presenting a topic.

Officer Nicolas Surdo and Officer Patrick Epps attended a one-day Search and Seizure for the Active Officer training at POSTC. The class was put on by the Daigle Law Group (DLG) and focused on current legal updates.

Officer Robert Winters attended a two-day SWAT/Sniper Supervision course at the Windsor Police Department. The course was hosted by Sniper craft Northeast LLC and focused on establishing a program, writing policies, buying equipment, organizing and documenting training, among many other important aspects of a Recon element.

Officer Ian Donovan, Officer Mark Devine, Officer Christian Charron and Officer Kylie Sangermano attended a two-day Advanced Roadside Impaired Driving Enforcement course. The class was held at the Waterford Police Department and instructed by Officer Gilbert Maffeo. The course focuses on general knowledge related to drug impairment.

The Waterford Police Department Records Department Activity for January 2023

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
69	147	88	25	186	132	9

Protective Order Entries	Officer Tasking Requests	Case Erasures	State/Federal Report Entries	Supervisor Tasking Requests	DCF Requests
30	42	39	0	19	16

Court Request	Case Copies	Abstracts
17	2	298



CSO Monthly Statistical Report January 2023



Waterford Arrests

#

Adult	18
Juvenile	0
Total Processed	18

Fingerprints

#

Pistol Permits	8
Employment	21
Miscellaneous	3
Peddler / Precious Permits	0
Total Fingerprints	32

Firearms

#

Firearms Transfer	45
Pistol Permits Issued	4

Initial Complaints (3A's)

#

Total	33
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- CSO Glenn has completed training and is working shifts
- CSO's covered 66 shifts during the month
- CSO Griswold has returned from injury



Patrol Report

Commissioners Activity Report

January 2023



Motor Vehicle Accident / Drug & Gun Arrest

On January 22, 2023 at approximately 3:00pm officers were dispatched to RTE 85 near the Montville Town Line for the report of a motor vehicle accident with injuries. Responding officers arrived and located the operators injured outside of their vehicles. While investigating the accident, officers on scene located crack cocaine, crystal meth, a pound of marijuana, illegal pills, and a firearm inside one of the vehicles. This case and an arrest is pending.



Patrol Calls for Service Monthly Snap Shot:

Total Service Calls	1539
Case Numbers	192
Arrests	53
Juvenile Arrests	3
Larcenies	21
Arrest Warrants	9
Domestic Violence Investigations	5
Traffic Crash	32
DUI Investigations	5
EDP/Welfare Check	35
School Checks	60
Motor Vehicle Stops	310
Written Warnings	57
Infractions	36
Verbal Warnings	202
Misdemeanor	15

Disabled Vehicle / Drug Arrest

On January 5, 2023 Officer Ewing was on patrol when he observed a disabled vehicle on the shoulder of RTE 32. While speaking to the operator, Officer Ewing observed multiple pieces of drug paraphernalia inside the vehicle. Officer Ewing later searched the vehicle and located crack cocaine inside. Officer Epps and K-9 Neo responded and K-9 Neo searched the vehicle and alerted to the presence of narcotics. The operator was later arrested.

SELF INITIATED MOTOR VEHICLE ACTIVITY BY BADGE NUMBER





Motor Vehicle Accident Arrests

On January 26, 2023 an arrest was made in regards to the motor vehicle accident involving a pedestrian that occurred on December 21, 2022. The suspect turned himself into the police department and was charged with Evading Responsibility.

On January 30, 2023 an arrest was made in regards to a motor vehicle accident with serious injuries that occurred in November 8, 2022 on RTE 85. The suspect turned himself into the police department and was charged with Assault in the Second Degree with a Motor Vehicle, Reckless Endangerment First Degree, Operating Under the Influence of Drugs/Alcohol, and Reckless Driving.

Theft Investigation Arrest

On January 18, 2023 the suspect from Officer Devine's previous theft investigation was arrested. The suspect had stolen multiple walkway/landscape lights from various units of a condominium complex that occurred during the month of December.

Embezzlement Arrest

On January 3, 2023 Officer Caler was dispatched to the Dollar General Store for the report of an employee stealing money from the company. While investigating the case, Officer Caler was able to determine that the employee had stolen over \$6,500 in cash by not bringing multiple deposits to the bank, and rather keeping them. After speaking to the suspect, Officer Caler determined the suspect stole the money to support a heroin addiction. The suspect was later arrested and charged with Larceny 3rd Degree: Embezzlement.

Shoplifting / Warrant Assist Arrest

On January 25, 2023 at approximately 6:30pm officers were dispatched to JCPenney in the Crystal Mall for a suspicious person in the store that they believed to be actively stealing. Officer Surdo was the first on scene and located a male outside JCPenney carrying merchandise. During the course of his investigation, Officer Surdo determined that the merchandise the male was carrying was stolen from JCPenney. Officer Surdo also determined that the suspect had an active arrest warrant out of the Middletown Police Department. Other officers arrived and assisted Officer Surdo. The suspect was subsequently arrested for stealing, and then later transferred to the custody of the Middletown Police Department.



In the Community Interest





Monthly Report January 2023

	WATERFORD	EAST LYME
CALLS FOR SERVICE	58	18
AFTER HOURS CALL OUTS	4	1
DOG BITES	0	1
INFRACTIONS	0	0
WRITTEN WARNINGS	1	0
ANIMALS REDEEMED	2	3
ANIMALS ADOPTED	5	0
ANIMALS DOA	2	0
EUTHANIZED	3	0
ANIMALS PROCESSED TOTAL	12	3
TOTAL MONEY TAKEN IN	\$ 0.00	\$ 60.00
DONATIONS TAKEN IN	\$ 0.00	\$ 15.00

- 1) WE lost another two cats to distemper in the beginning of the month, but about a month has gone by since our feline distemper outbreak at the shelter. While most shelters would have euthanized every cat in the building to eradicate this disease, we chose to fight and try and save the cats we could, of the 13 cats in the shelter at the time, we lost a total of 7 cats and were able to save 6 of them through vaccinations and isolation protocols.

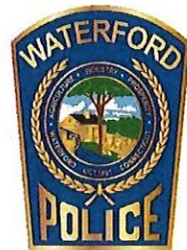


- 2) 1/12/23 a dog that has been at the shelter for several months with no interest was taken to the vet to be neutered with donated money. Once at the vet, it was discovered that the dog had severe heart worm disease. Because of this, the dog could not be safely anesthetized for the surgery. Speaking to the vet, it was discovered that the cost for treating this illness would be about \$5000.00 and take 24 months. Sadly, I could not justify this expense for the town and the decision was made to humanely euthanize the dog. This is the worst part of our job. As we always do, we stayed with him to provide him comfort as he passed.





THE WATERFORD POLICE DEPARTMENT



Community Engagement Report January 2023

Recruiting/Internships: Intern Dec had his orientation and a tour of the police department. He shadowed dispatch and CSO Bertrand. Anthony Jessuck was interviewed and selected to be our WHS intern. He had his orientation and a tour of the police department. He shadowed dispatch and the records department.

K-9 Officer Hodges: Attended three events at the Waterford Library. Visited the WHS Wrestling Team, WHS Special Education class, Groton Middle School, Great Neck School and Quaker Hill School. Assisted Syracuse Police in starting their facility dog program. Spoke to Oswegatchie School Kindergarten students about caring for animals.

Trespass Notices: Obtained a letter from Target's property owners that provides officers permission to ask panhandlers to leave their property. Assisted with the removal of squatters on Target's property to get them permanent housing.



Domestic Violence Follow-ups: Conducted 7 follow-ups with DV victims.

Officer Wellness: After the passing of a WPD officer, acted as the liaison officer between WPD and the officer's family. This included helping the family in planning the services and organizing fundraisers. Assisted in various peer support functions (debriefs, EAP & additional peer support officers). Brought K-9 Hodges to dispatch and all shifts' roll calls for support.

Assistance to Youth Officers: Spoke to WHS students about juvenile crimes. Hodges was used to calm a CLMS student. Attended the regional SRO meeting. Went to Great Neck School for Youth Promise and Read to Hodges. Spoke about traffic stop safety at Rae's Driving School.

Neighborhood Watch: Attended monthly meeting to assist Det. Sgt. Fedor.

Interaction with Youth Services: Attended four after school programs.

Autism Awareness Programs: 1 participant was added to the Autism Awareness Program.

Citizen's Academy: Assisted Bristol Police with a revamp of their Citizen's Academy.

Interaction with Senior Services: Spoke to seniors about crime prevention at AHPEA and Victoria Gardens.

Harlem Wizards Game: Played on the Waterford community team against the Harlem Wizards to fundraise for Great Neck School.

MUTUAL POLICE ASSISTANCE COMPACT

WHEREAS, Section 7-277a of the Connecticut General Statutes authorizes municipalities to enter into agreement with each other for mutual police assistance;

WHEREAS, Section 7-277a as amended by Public Act No. 17-4 further authorizes the Mohegan Tribe and Mashantucket Pequot Tribe to enter into such agreements for mutual police assistance with one or more municipalities, if such tribe entering into the agreement has a memorandum of agreement in effect with the State of Connecticut regarding authority of the tribe and its police department to exercise police powers pursuant to Section 7-294a 7-294e;

WHEREAS, for the purposes of this agreement such tribes shall be included in the meaning of "municipalities;" and

WHEREAS, the undersigned municipalities wish to cooperate on mutual police assistance under the terms of this compact;

NOW, THEREFORE, the undersigned municipalities, by and through their respective chief executive officers, duly authorized, hereby mutually agree as follows:

ARTICLE ONE. LOAN OF PERSONNEL AND EQUIPMENT

1. Whenever the chief executive officer, or his or her designee, of any of the municipalities participating in this compact determines it necessary in order to protect the safety or well-being of his or her municipality, he or she may request police assistance from any other participating municipality or municipalities as is necessary to meet such situation. The chief executive officer of any participating municipality may delegate to the chief of police or board of police commissioners of his municipality or other duly constituted authority the power to request or furnish assistance pursuant to this compact, with whatever limitations are deemed appropriate. Written notice of such delegation shall be given to the municipalities participating in this compact.

2. All such requests shall be made to the chief executive officer of the municipality from which assistance is sought. Such requests shall be made in writing, but if necessary, requests may be oral in which case they shall be confirmed in writing as soon as practicable by the requesting municipality.

3. The requests shall state the number of personnel, and the type and amount of equipment required, and the purpose for which it is sought. It shall further state the name, rank and location of the individual to whom the personnel of the municipality providing the assistance shall report. It will be sufficient for a request for mutual police assistance to be made through email to the municipality from which said assistance is sought.

4. The requesting municipality shall record in writing the date and time of arrival, assignment and release of all personnel provided pursuant to this compact. It shall further record the date and time of receipt and return of any equipment loaned pursuant to this compact. Such records shall be furnished to the municipality providing assistance upon request.

5. The chief executive officer of any municipality providing assistance pursuant to this compact, or the chief of police or board of police commissioners or other duly constituted authority, if authorized by such chief executive officer, may, notwithstanding any other provision or requirement of state or local law, provide such assistance in the form of personnel or equipment as he/she deems consistent with the safety and well-being of the providing municipality.

6. Any municipality providing assistance pursuant to this compact shall record the names and time of dispatch and return of all personnel assigned pursuant to a request for assistance. It shall further record a description of, as well as the date(s) of loan and return of, any equipment assistance furnished, as well as a description of the condition of such equipment immediately prior to the loan of and upon the return of such equipment. All such records shall be furnished to the receiving municipality upon request.

7. Personnel assigned pursuant to this compact shall be under the general supervision of an officer of the municipality providing the assistance designated for the purpose, subject to Section 8 of this compact.

ARTICLE TWO. DUTIES OF PERSONNEL

8. All personnel assigned pursuant to this compact shall, upon notification, proceed immediately to the location to which they have been assigned and place themselves under the direction of the officer indicated by the requesting municipality. Such officer shall be in command of all personnel lent pursuant to this compact, including the supervisory officer designated pursuant to Section 7 of this compact. The providing municipality shall furnish personnel duly qualified to provide the assistance requested.

9. All officers responding to a request for assistance shall proceed to the requesting municipality for any necessary equipment.

10. All officers assigned pursuant to this compact shall remain on duty until released by the commanding officer indicated by the requesting municipality, subject to Section 16 of this compact.

11. All personnel provided pursuant to this compact, while acting in response to a request for assistance, shall have the same powers, duties, privileges and immunities as are conferred on the police officers of the municipality requesting assistance.

ARTICLE THREE. WAIVER OF REIMBURSEMENT

12. Pursuant to Connecticut General Statutes § 7-277a(a), each municipality hereby agrees to waive reimbursement for expenditures incurred by it in providing assistance pursuant to this Agreement, including without limitation payments for death, disability or injury of employees and losses and damages to supplies or equipment incurred in providing such assistance. Each municipality shall be fully responsible for its own costs, whether monetary or in the form of goods or services, it incurs as a result of its participation in this Agreement. Such costs may include, but are not limited to:

- a. The actual payroll, including overtime, of the personnel participating in activities hereunder.
- b. The replacement or repair costs for any equipment lost, destroyed, damaged or made unavailable as a result of participation in this Agreement.
- c. Fuel and maintenance costs for any vehicles and equipment used hereunder.
- d. Training costs arising from participation in this Agreement.
- e. Workers' compensation claims pursuant to the Connecticut Workers' Compensation Act, Chapter 568 of Connecticut General Statutes and any deductibles related thereto.
- f. Awards made by a third party neutral (e.g., court or arbitrator of competent jurisdiction) for death, disability or injury to employees participating in compact related activities, and/or compensation under any collective bargaining agreement or other policy or requirement of the providing municipality, to the extent that such awards exceed Worker's Compensation coverage.
- g. Survivor's benefits pursuant to Connecticut General Statutes § 7-323e.
- h. Heart and hypertension claims pursuant to Connecticut General Statutes §§ 7-433a, *et seq.*

- i. Costs arising from agreements, collective bargaining agreements, contracts or obligations entered into by each municipality prior to entering into this Agreement.

13. Each participating municipality shall indemnify and hold harmless the other municipalities that are party to this compact from reckless, willful and/or intentional acts, as well all third party death, injury or property damage claims arising from, and solely identifiable to, the reckless, willful, intentional and/or negligent acts of such indemnifying municipality. Each municipality shall be liable only for its percentage of liability as determined by courts in instances in which the identity of a reckless, willful, intentional and/or negligent act cannot be determined or in which neither municipality is determined to be solely responsible. The indemnity obligations set forth herein shall survive termination of this compact and/or a municipality's withdrawal from this compact.

14. Should any of the municipalities participating in this compact desire to effectuate its purpose by cooperating in the purchase and operation of law enforcement equipment, costs and usage of such equipment shall be allocated as the parties shall provide.

15. Participation in this compact does not bind any municipality to provide assistance to any given request.

16. Notwithstanding anything herein to the contrary, the chief executive officer, the chief of police or the board of police commissioners or other duly appointed authority of the municipality providing the assistance may, if he, she or it feels it necessary to protect the safety and well-being of the providing municipality, recall any personnel or equipment provided pursuant to this compact.

17. Any controversy or claim between any of the municipalities that are party to this compact arising out of or relating to the provisions of this compact or the breach thereof shall be settled by final and binding arbitration in accordance with the applicable rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party involved in the arbitration shall be equally responsible (proportionally split the costs) for all costs and fees related to same.

ARTICLE FOUR. MISCELLANEOUS PROVISIONS

18. All complaints of misconduct against officers provided pursuant to this compact shall be promptly referred to the chief of police of the municipality employing such officers for disciplinary action in accordance with the regular procedures of such municipality. Each municipality shall make its officers available to and shall reasonably cooperate with the other municipalities participating in this Agreement regarding internal interviews/investigations/reviews being conducted by a participating municipality and/or for interview in connection with any investigation and/or review of such complaints.

19. Subject to the agreement of the municipalities that are then party to this compact, and in accordance with Section 7-277a, any municipality in the State of Connecticut may become a participant in this compact by duly executing a counterpart thereof.
20. Any participating municipality may withdraw from this compact by giving thirty (30) days advance written notice to all the other participating municipalities. Withdrawal of one or more participants shall not void the compact so long as two or more participants remain active in the compact. The withdrawal of a participating municipality shall not release such municipality from any monetary or other obligations which arose under this compact prior to its withdrawal, and/or which relate to acts or omissions of or occurrences involving such municipality during its participation in this compact. Withdrawal of one or more participants shall not terminate the compact so long as two or more participants remain active in the compact.
1. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the context may require

Dated at _____, Connecticut, this ____ day of _____, 20__.

TOWN/CITY OF: _____

SIGNED BY: _____
Chief Executive Officer

TOWN/CITY OF: _____

SIGNED BY: _____



TOWNS WE SERVE

COLCHESTER

EAST LYME

EASTERN CT STATE
UNIVERSITY

GROTON CITY

GROTON LONG POINT

GROTON TOWN

KILLINGLY

LEDYARD

MASHANTUCKET
TRIBE

MOHEGAN TRIBE

MONTVILLE

NEW LONDON

NORWICH

PLAINFIELD

PUTNAM

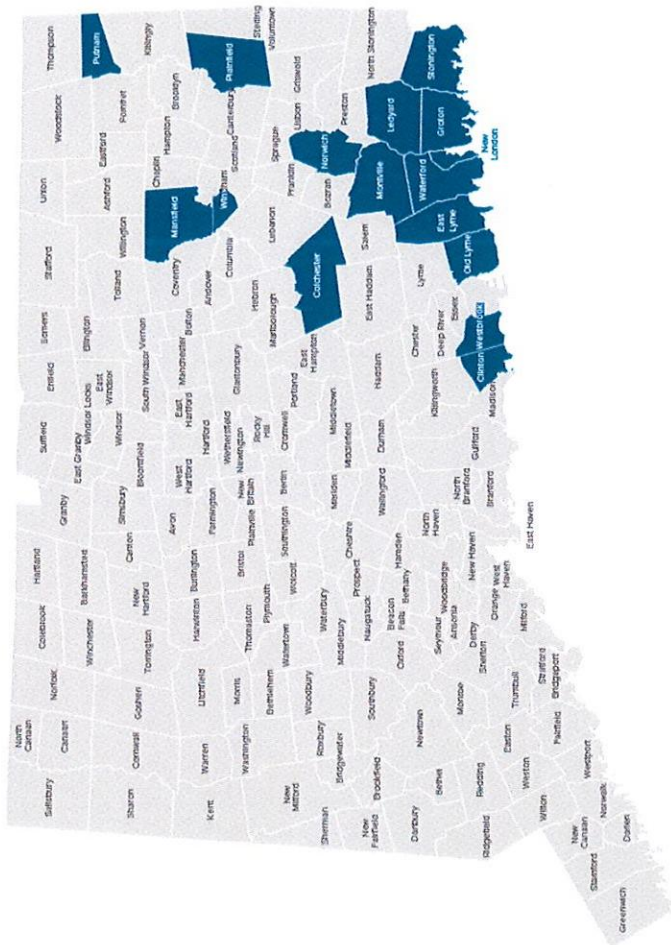
STONINGTON

UNIVERSITY OF
CONNECTICUT

WATERFORD

WILLIMANTIC

LEC serves all the towns shown below. At any time, you can use our website to find information about these towns, including square miles, principle industries, their present number of sworn personnel, contact information, and police department or town websites.



JOB POSTINGS

Browse current open law enforcement positions.

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