



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda
Special Meeting
Tuesday, April 28, 2020 @ 4:30 PM
Zoom Meeting

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/82769704050?pwd=WFVxdFprTWewN2N0RlJKU1Joa0xkZz09>

Password: 853581

Or Telephone:

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782

or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 827 6970 4050

Password: 853581

RECEIVED
COLCHESTER, CT
2020 APR 27 PM 3:23
Gayle Furman
TOWN CLERK

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. CITIZEN'S COMMENTS
4. Approve the minutes of the April 21, 2020 Board of Selectmen Special Meeting
5. Discussion and Possible Action regarding Amendment to all 2019 Resident Trooper Contracts
6. Discussion and Possible Action on Town Budget
7. Discussion and Possible Action on Schedule of Future Board of Selectmen Meetings
8. CITIZEN'S COMMENTS
9. FIRST SELECTMAN'S REPORT
10. LIAISON REPORT
11. ADJOURN



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Special Meeting
Tuesday, April 21, 2020 @ 4:30 PM
Zoom Meeting

RECEIVED
COLCHESTER, CT
2020 APR 23 PM 2:09
Gayle Furman
TOWN CLERK

Members Present via Zoom: First Selectman Mary Bylone, Taras Rudko, Rosemary Coyle, Denise Turner, Denise Mizla
Others Present via Zoom: Rob Tarlov, Gayle Furman, Sue Hickey, Brian Smith, Michele Wyatt, Mary Tomasi

1. CALL TO ORDER: First Selectman (FS) Mary Bylone called the meeting to order at 4:30 p.m.
2. PLEDGE OF ALLEGIANCE
3. CITIZEN'S COMMENTS: None
4. Correspondence Attached – Open Letter to the Board of Selectmen: Board members had received letter in advance. The FS read a statement. Board members agreed that a referendum for the budget would be the best outcome.
5. Approve the minutes of the April 14, 2020 Board of Selectmen Special Meeting: D. Turner noted that the adjournment had T. Rudko as both making and seconding the motion to adjourn. Correction is T. Rudko moved to adjourn and D. Mizla seconded. D. Turner moved to approve the minutes with the correction, seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**
6. Discussion and Possible Action on suspension and modification of tax deadlines and collection efforts: Tax Collector Michele Wyatt explained the Governor's Executive Order 7S Section 6 regarding payment of taxes and the options of the Deferment Program and/or Low Interest Rate Program. D. Mizla moved to provide taxpayers a deferment after filling out an application and using the low interest program that is offered for the tax year 2020 2021, seconded by R. Coyle. Four votes in favor, T. Rudko abstained. **MOTION CARRIED**. Document attached.
7. CITIZEN'S COMMENTS: Brian Smith called in but had a bad connection.
8. ADJOURN: T. Rudko moved to adjourn at 5:40 p.m., seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
LEGAL AFFAIRS UNIT

AMENDMENT TO ALL 2019 RESIDENT TROOPER CONTRACTS

March 30, 2020

Arthur Shiloski, First Selectman
Town Office Building
127 Norwich Ave.
Colchester, CT 06415

RE: Resident Trooper Contracts

Dear First Selectman Shiloski:

The 2019 Resident Trooper contract between Colchester and the Department of Emergency Services and Public Protection is hereby amended to make it consistent with the statutory language of Connecticut General Statutes §29-5, which limits such contracts to a period “not exceeding two years.”

Effective immediately, the end date of the contract is changed from June 30, 2022 to June 30, 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Alison A. Rau".

Alison A. Rau, Esq.
Department of Emergency Services and Public Protection

Enclosure

**AMENDMENT TO ALL 2019 RESIDENT TROOPER CONTRACTS
ACKNOWLEDGEMENT**

Town:

Name:

Position:

Address:

I acknowledge receipt of the Amendment to all 2019 Resident Trooper Contracts, which changes the termination date of such contract to June 30, 2021 from June 30, 2022 in accordance with Connecticut General Statutes §29-5.

Name, Position

(Date)

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

James C. Rovella, Commissioner

(Date)

**CONTRACT BETWEEN THE STATE OF CONNECTICUT DEPARTMENT OF
EMERGENCY SERVICES AND PUBLIC PROTECTION, DIVISION OF STATE
POLICE AND THE**

TOWN OF: Colchester

TOWN ADDRESS: 127 Norwich Ave.
Colchester, CT 06415

FOR THE SERVICES OF RESIDENT STATE POLICE TROOPERS

TOWN FEIN#: 06-6001974 **AGREEMENT NUMBER:** 2000/654

CONTRACT PERIOD: July 1, 2019 to June 30, 2021

In consideration of Colchester (hereinafter the "Town"), acting through its Chief Executive Officer (hereinafter the "Town CEO"), duly authorized, paying all costs pursuant to Connecticut General Statutes Section 29-5, as may be amended, and other good and valuable consideration, the Department of Emergency Services and Public Protection ("DESPP"), Division of State Police (hereinafter the "State Police"), acting through its Commissioner, duly authorized, hereby agrees to provide the Town with the services of one (1) Resident State Police Trooper(s) during the above-referenced contract period.

This Contract is subject to the following additional terms and conditions:

I. Law Enforcement Operations and Activities

A. Authority Over Police Operations.

The Town hereby delegates to the State Police the authority to supervise and direct the law enforcement operations of appointed constables and police officers in the Town as set forth below.

1. Except for terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act (hereinafter "the MERA") and/or are contained within any collective bargaining agreement between the Town and the town police officers' or constables' collective bargaining representative, all town police officers and constables shall be subject to applicable provisions of the current Resident State Trooper Program Administration and Operations Manual of the Department of Emergency Services and Public Protection (hereinafter the "Manual").
2. The Town shall promptly advise the State Police in writing of any terms and conditions of the current Manual which the Town reasonably believes conflict with any provision of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative and shall provide a copy of any such agreement to the State Police.



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
LEGAL AFFAIRS UNIT

July 10, 2019

Arthur Shiloski, First Selectman
Town Office Building
127 Norwich Ave.
Colchester, CT 06415

Dear First Selectman Shiloski:

Enclosed please find a copy of the Town's fully executed Resident Trooper Contract for the period of July 1, 2019 through June 30, 2022.

We look forward to working with your Town. In the meantime, if you have any questions regarding the enclosed, please feel free to contact this office at (860) 685-8150.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alison A. Rau".

Alison A. Rau, Esq.
Department of Emergency Services and Public Protection

Enclosure

cc: Commissioner James C. Rovella
Colonel Stavros Mellekas
Lt. Col. David Montini
Major Michael Darcy
Lt. Mark Petruzzi
RoseMarie Peshka, DESPP Fiscal

1111 Country Club Road
Middletown, CT 06457
Phone: (860) 685-8150/Fax: (860) 685-8611
An Affirmative Action/Equal Opportunity Employer

**CONTRACT BETWEEN THE STATE OF CONNECTICUT DEPARTMENT OF
EMERGENCY SERVICES AND PUBLIC PROTECTION, DIVISION OF STATE
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2. The Town shall promptly advise the State Police in writing of any terms and conditions of the current Manual which the Town reasonably believes conflict with any provision of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative and shall provide a copy of any such agreement to the State Police.

3. During collective bargaining, the Town shall attempt to negotiate terms and conditions consistent with the performance standards and other provisions of the Manual.

B. Patrol Activities and Assignments

The Resident State Police Supervisor or Trooper, as applicable, assigned to each Town shall be solely responsible for making all patrol and special activity assignments for Town police officers or constables, including the law enforcement duties to be performed, taking into consideration the needs of the Town after consultation with the Town CEO, sound police practices, and any rights of the Town police officers or constables as specified in any collective bargaining agreement between the Town and the constables'/officers' collective bargaining representative and the Town's obligations under the MERA.

Prior to submission, the Town shall confer with the relevant Troop Commander regarding anticipated grant applications related to law enforcement activities including as examples, DOT enforcement initiatives, equipment, or technology. The DESPP Grant Unit is available as a resource to assist the Town with the application process. It is understood that the Town, and not a Trooper, shall be the sole signatory on grant applications. Additionally, the Town shall be responsible for compliance with all grant terms and conditions and shall administer said grant funds in accordance with any grant approval. Any law enforcement technology or equipment purchases resulting from grant approvals shall be compatible with DESPP State Police systems and subject to DESPP official policies in accordance with the technology interoperability identified in Section I, paragraph E below.

C. Investigative Methods

The use of investigative methods, including but not limited to the conduct of all criminal investigations, application for and execution of all arrest and search warrants, use of force, vehicular pursuits, related activities, and reporting procedures, in the Town shall be in accordance with the provisions of the Manual.

1. Serious crimes, serious injury crimes and most complex incidents that involve in-depth, follow-up investigation, crime scene processing, seizure of evidence, application for and execution of search warrants, and out-of-town investigative work shall be conducted by the Resident State Police Supervisor or Trooper, as applicable, by State Police personnel assigned to the area State Police Troop, respective State Police major crime unit or any other State Police investigative unit deemed appropriate by the State Police. The State Police may, in its sole discretion, make exceptions to this policy on a case-by-case basis. A serious or complex investigation may be assigned to a town police officer or constable by the State Police after taking into consideration the nature of the case, requirements of the investigation, shift resources, response time, and the experience and training of the Town police officer or constable.
2. Every effort will be made by the State Police to allow a Town police officer or constable to remain involved in self-initiated, serious criminal investigations to the extent consistent with sound law enforcement investigative principles and practices

D. Reports and Records

All police investigative records generated by Town officers shall be the property of DESPP State Police and shall be prepared, formatted and submitted to DESPP State Police in the manner approved by DESPP State Police. No paper records may be stored at the resident trooper location. The Town shall respond to any Freedom of Information requests for such records by informing the requester that such records are under the sole custody and control of DESPP State Police. The Town may direct requests for motor vehicle accident reports to the Troop for processing in accordance with DESPP State Police policy.

All police investigative records generated by Town officers shall comply with the retention requirements of the regulations adopted by the State Librarian under the authority of section 11-8 of the Connecticut General Statutes and shall comply with the record storage requirements outlined by the Department of Administrative Services, Bureau of Enterprise Systems & Technology.

The Town shall be responsible for providing network connection interoperability and technological compatibility to DESPP State Police Records Management System in accordance with the requirements of DESPP State Police. The Town shall be responsible for and shall fully ensure interoperability of the records management system and the initiatives impacting such technology systems between the Town and DESPP State Police.

E. Technology

The Town shall be responsible for and shall ensure interoperability of information technology systems and initiatives impacting technology systems between the Town and DESPP State Police.

In order to fully support interoperability, the Town shall inform DESPP State Police of all anticipated technology purchases and initiatives related to law enforcement technologies before the Town purchases and/or acts on vendor agreements. Such technologies include, but are not limited to, body-worn cameras, license plate readers, drones, recording devices, and electronic defense weapons.

DESPP State Police shall respond to the Town whether the technology and/or initiative proposed can be interfaced with DESPP State Police technology systems and/or whether the technology or initiative is compatible with the DESPP State Police technology systems and covered by a DESPP official policy. Compatibility shall include, but not be limited to connectivity, storage, retrieval, security and system to system communication.

It is understood that the Town shall incur any costs associated with interfacing, connecting, storing, retrieving and/or creating the proposed technology system and/or initiative. If Town purchases technology or equipment that is not compatible with DESPP systems or is not covered by an official DESPP policy, the Town accepts all liability for such technology or equipment.

To ensure interoperability and compatibility between the technologies, the Town shall identify an information technology liaison to serve as a technical contact to address technical changes and/or upgrades relating to law enforcement technologies. DESPP must be able to access and record all technology and associated data and electronic storage, including electronic communications, in a timely manner on a 24/7 basis. DESPP must be able to download and/or make copies of such data at any time.

F. Telecommunications

The Town shall follow all DESPP State Police procedures regarding use, access and maintenance of State Police supplied telecommunications equipment and technology. If the Town operates its own radio system and dispatch function, Town police officers/constables, when dispatched to respond to an incident by such dispatch center, shall immediately notify the Troop State Police dispatch center of the incident to which they are responding.

G. Chain of Command

Resident State Police Supervisors or Troopers, where applicable, shall directly supervise the law enforcement operations of all Town police officers or constables. The Town CEO of a resident trooper town shall have reasonable, direct access to the area State Police Troop Commander, the Resident Trooper Supervisor and Resident State Police Troopers for regular and on-going communications regarding law enforcement in the Town.

1. In the absence of the assigned Resident State Police Supervisor or Trooper, where applicable, the chain of command for Town police officers or constables shall progress to the area State Police Troop Commander, or their duly assigned on-duty shift supervisor, and to the State Police District Commander.
2. The intent of this contract is to provide positive direction for the working relationship between Town police officers/constables and State Police personnel. All significant conflicts between Town police officers/constables and State Police personnel shall be referred to the next senior officer in the State Police chain of command.

H. Use of Police Canines by Town Police Officers/Constables

The use of Town police canines by Town police officers/constables shall be consistent with State Police policies and procedures. Towns electing to use

alternative programs for training and certification or recertification of police canines shall assume all costs and liabilities associated with such programs. In the event a Town police canine is employed in a manner inconsistent or contrary to policies and procedures of DESPP, the Town assumes all liability for any injuries or damages caused thereby.

I. Overtime

The State Police retains the right to make overtime assignments of State Police personnel in accordance with the prevailing State Police collective bargaining agreement and state law. Overtime assignments in the Town that require State Police services outside the scope of this contract and Connecticut General Statutes Section 29-5 such as those that fall within the scope of Connecticut General Statutes Section 7-284 shall be assigned in accordance with the prevailing State Police collective bargaining agreement and paid for by the Town in accordance with the prevailing rates for private contractor extra duty overtime assignments. This provision is intended to apply only to overtime performed by State Police personnel and is not intended to limit the rights of local officers or constables under any applicable local collective bargaining agreement.

J. Administrative Responsibility

1. The Town shall retain administrative responsibility for its personnel, including but not limited to, ensuring compliance with entry level standards for newly hired police officers or constables and training and certification requirements established by the Police Officer Standards and Training Council (POSTC) in accordance with the provisions of Connecticut General Statutes Section 7-294a *et seq.* and associated Regulations of Connecticut State Agencies or as otherwise required by law, compensation for services rendered, hours or shifts to be worked, and provisions of uniforms and equipment.
 - i. Resident State Police Supervisors or Troopers, as applicable, shall cooperate with the Town by scheduling Town police officers and constables so as to enable them to meet these requirements in a timely manner.

2. Administrative Investigations/Discipline

All misconduct or performance issues on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, or the need for additional remedial training, shall be promptly reported to the Town CEO. The Town CEO shall be kept apprised of any counseling or the issuance of any Performance Observation Reports.

- i. Allegations of misconduct on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, shall be investigated by the State Police in a manner consistent with the provisions of the Manual and with any collective bargaining agreement between the Town and the

constables'/officers' collective bargaining representative. The State Police may recommend the imposition of appropriate disciplinary measures and/or remedial training for Town police officers/constables. Imposition of discipline, if any, upon Town police officers/constables, or assignment for additional training to remedy performance deficiencies on the part of Town police officers/constables, shall be the responsibility of the Town.

3. Evaluations

In accordance with its obligations under the MERA and consistent with the terms of any collective bargaining agreement between the Town and constables' or police officers' bargaining representative, the Town shall implement a work performance evaluation system for all of the Town's police officers or constables. Such work performance evaluations shall be issued at least annually.

- i. The Town recognizes that evaluations are: 1) an effective supervisor's tool; and 2) that they identify superior or substandard work performance.
- ii. Consistent with the terms of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, the Resident State Police Supervisor or Trooper, if applicable, and DESPP shall provide recommendations to the Town CEO concerning the periodic evaluation of the work performance of Town police officers or constables.
- iii. The Town shall make the final disposition on all work performance evaluations. Copies of completed work performance evaluations shall be filed in each Town police officer's/constable's official personnel files which shall be available to Resident State Police Supervisors and Troopers, as applicable, upon request.

II. Payment for Services Rendered

A. Costs and Schedule of Payments

The Town agrees to reimburse the State Police in accordance with CGS 29-5, as may be amended, for the cost of compensation, maintenance and other expenses, including reasonably necessary overtime costs and fringe benefits for its assigned Resident State Police Supervisor or Trooper(s) in accordance with the following:

1. The State Police shall invoice the Town on an annual basis, in arrears, for the accrued costs of services rendered under this Contract with the exception of overtime which shall be invoiced on a quarterly basis, in arrears.
2. The Town shall pay the State Police for the invoiced costs of services rendered under this Contract within thirty (30) days of receipt of each invoice. If the Town disputes all or a portion of a pending invoice, it shall be the responsibility of the

Town CEO to notify the State Police in writing before payment is due.

3. The State Police shall have the right to assess a late fee in the amount of five percent (5%) of the unpaid balance of each invoice for which undisputed amounts remain unpaid after sixty (60) days. In calculating unpaid amounts, partial payments shall first be applied to the oldest outstanding balances, and then to each successive outstanding balance until fully paid.
4. Fringe benefit rates consist of the following components:
 - i. Social Security (FICA)-Federally established rate
 - ii. Medicare-Federally established rate
 - iii. Retirement-Office of State Comptroller's established rate
 - iv. Medical and Group Life Insurance-DESPP established rates
 - v. Unemployment Compensation-Office of the State Comptroller's established rate
 - vi. Workers Compensation- Office of the State Comptroller's established rate

These rates are established on an annual basis based on the State of CT's Fiscal Year (FY) and notification of these rates will be provided to the Resident Trooper Towns via an annual Fringe Benefit Rate Notification Letter from DESPP.

III. Risk of Loss and Indemnification

- A. The Town assumes the risk of loss for any and all activity involving full or part-time Town constables, municipal police officers, other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, and Town police canines, and hereby agrees to hold harmless the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, from any cause or action arising out of the activity of such full or part-time Town constables, police officers or other municipal employees providing police services, or if applicable, the activity of any town police canine, and to indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, from any liability resulting from the same.

The Town shall hold harmless and indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents, and employees, from any liability resulting from a cause or action founded either upon

respondeat superior or supervisory liability arising from the acts or omissions of full or part-time Town constables, police officers or other municipal employees providing police services, or, if applicable, the activity of any town police canine, made pursuant to a provision of the collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, that is in conflict with a provision of the Manual.

Additionally, the Town shall hold harmless and indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents, and employees, from any liability resulting from any cause or action founded either upon *respondeat superior* or supervisory liability arising from the acts or omissions of a constable or officer that has refused or failed to comply with the provisions of the A&O Manual.

1. For the period covered by this Contract, the Town will insure itself and its employees with a \$1,000,000.00 combined single limit police professional liability or law enforcement liability insurance policy, or its equivalent, naming the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, as an additional insured with respect to any liability for acts of Town constables, municipal police officers or other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, or, if applicable, the activity of any town police canine or equipment/technology not covered under official DESPP policy, and submit a certificate of insurance (or self-insurance) to the Department of Emergency Services and Public Protection prior to the effective date of this Contract.
2. It is understood and agreed by the parties that each Resident State Police Supervisor or Trooper, as applicable, exercising their police power or performing services pursuant to this Contract is an employee of the State of Connecticut and not of the Town and that, except to the extent limited by law, the State of Connecticut, and not the Town, is responsible for such Resident State Police Supervisor or Trooper's actions while in the performance of their assigned duties.

IV. Notices

Any written notices required under this Contract shall be delivered as follows:

If to the Town:

Name
Street
City/Town, Connecticut

If to the Department of Emergency Services and Public Protection:

Commissioner
Department of Emergency Services and Public Protection 1111
Country Club Road
Middletown, CT 06457-9294

V. Governor's Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. This agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Reil, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Reil, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.


VI. Amendment

This Contract may be amended by formal written amendment signed by the Parties. Any amendment to modify DESPP State Police staffing at the Town shall comply with its collective bargaining notice requirements.

VII. Termination

This Contract shall remain in full force and effect for the entire term of the Contract period stated above unless sooner terminated by either the Town or the DESPP State Police by providing thirty (30) days prior written notice of its intent to terminate the Contract.

THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

By:  6-28-19
James C. Rovella (Date)
Commissioner
Duly Authorized Pursuant to C.G.S. Section 4-8

TOWN OF

By:  6-21-2019
Title: 1st Selectman (Date)
Duly Authorized