

February 7, 2018

A Special Meeting of the Boards of Finance and Selectmen and Police Commission was held on this date in the meeting room of the Stonington Police Station. Finance Board members present were Chairwoman June D. Strunk, Secretary Glenn Frishman, Tim O'Brien, Mike Fauerbach, Blunt White, Danielle Chesebrough and Lynn Young. First Selectman Robert Simmons, Selectman John Prue and Selectwoman Kate Rotella were in attendance, as well as Police Commission Chairman Ray Trebisacci, and members Bob Tabor, Bob Elmer, and Henri Gourd. Police Chief Darren Stewart and Captain Todd Olson were present along with Rich LaSaracina from Wireless Design Group of Norwich, CT. Former members of the Police Commission and interested citizens were also present, as well as members of the press.

Chairwoman Strunk called the meeting to order at 7:16 p.m. Selectman Simmons and Police Commission Chairman Trebisacci called their meetings to order at the same time.

Chairwoman Strunk elected to change the order of the agenda to discuss new business first.

### **New Business**

Chief Stewart discussed and gave a history of the police radios. He stated that the current radio system is 19 years old and that it is no longer supported by their vendors. He noted that they brought the old technology over when they moved into the new building in 1999. He stated that the equipment has no further upgrades available, therefore, the shelf life of the equipment has expired. Working with Mr. LaSaracina, they have identified the opportunity to work with the State and join the State radio system. The new system would allow the officers to talk directly to other town departments. The officers would also have the capability to talk directly to local fire and ambulance companies, as well as other agencies. The town will not be charged for the use of this system. It was noted that a new antenna would be needed to join the State system. The Town will spend \$1.36 million to replace and upgrade this radio system.

### **Board of Selectmen**

- *Additional Appropriation-First Selectman Simmons asked for a motion to approve the request from the Chief of Police for an additional appropriation of \$235,000 to fund the Police Radio System Replacement, Capital Improvement Project line item #4022018-88041, to fund the acquisition of the new police radio system. A motion was made by Selectman Prue seconded by Selectwoman Rotella and voted unanimously. Motion carried.*

### **Board of Finance**

- *Transfer of Funds- Chairwoman Strunk asked for a motion to approve the request from the Chief of Police for the transfer of \$235,000 from the undesignated fund balance (to supplement*

*the \$725,000 that is already in the account, and which will be completed by the CIP request that is in the current budget) needed for the Police Radio System Replacement. Mr. Frishman made a motion to approve, and Ms. Young seconded. Discussion ensued. It was mentioned that the old Legacy System would be maintained as a backup. Chief Stewart said the new system should be up and running by September 1. Voting was unanimous. Motion carried.*

- *Bid Waiver-Mr. O'Brien made a motion to approve the request from the Chief of Police to purchase Equipment Infrastructure and Console, and System Integration Services from Motorola for a total of \$831,000 to replace existing communications center (police radio system). Mr. Fauerbach seconded. Voting was unanimous. Motion carried. It was noted that through further negotiations this price had gone down from \$905,000, the amount originally quoted.*

### **Police Commission**

- *Chairman Trebisacci thanked the Boards present and noted that this was a momentous occasion. He then asked for a motion that Chief Stewart be authorized to sign a Memorandum of Understanding between the Ct Department of Emergency Services Public Protection and the Town of Stonington in the acquisition of a new police radio system. Mr. Gourd made a motion, Mr. Tabor seconded. Voting was unanimous. Motion carried.*

### **Board of Selectmen**

- *Selectman Simmons asked the Board for a motion to agree to the Memorandum of Understanding and to support the signing of the documents appropriate to that agreement. Selectwoman Rotella made a motion to approve, Selectman Prue seconded, passed unanimously.*

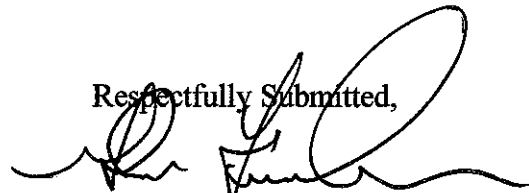
The Police Commission adjourned at 8:30 p.m.

**Previous minutes**-Mr. O'Brien made a motion to approve the January 3<sup>rd</sup> minutes as amended, Ms. Young seconded, and voting was unanimous.

### **Old Business**

- *Additional Appropriation-First Selectman Simmons requested an additional \$14,675 for line item #10102-80120 to completely fund the SEAT bus route funding for fiscal 17/18. He noted that the State has cut back funding for the SEAT bus and that the Town is actively looking into substitute programs. Mr. Frishman made a motion to approve, Ms. Young seconded. Voting was unanimous. Motion carried.*
- *Line item Transfer-Transfer of \$4,562 from Highway Department line item #10151-80230 "Material Disposal" to line item #10151-80055 for merit pay increase for Highway Supervisor. No action taken.*

With no further business to come before the Board, Mr, Frishman made a motion to adjourn and Mr. O'Brien seconded. The meeting was adjourned at 9:17p.m.

Respectfully Submitted,  
  
Glenn Frishman  
Secretary

kds

**SOURCES:**

Current Budget Year (FYE 6/2018), Unbudgeted Appropriation from Fund Balance - CIP Radio System Replacement	\$235,000
Next Budget Year (FYE 6/2019), Proposed BOS/BOF CIP Appropriation for Radio Replacement	\$400,000
Previously appropriated CIP (prior Budget Years) - Radio System Replacement	\$700,000
Previously appropriated CIP (prior Budget Years) - Technology Upgrade	\$25,000
Sale of existing radio equipment - TBD	TBD
<b>TOTAL SOURCES</b>	<b><u>\$ 1,360,000</u></b>

**USES:**

Purchase Fixed Radios - Equipment, Infrastructure, Consoles plus Integration (net of discounts totaling \$356,140.96).	\$831,000
Purchase Portable Radios and mobile units	\$300,000
Contingency	\$109,000
<b>Total</b>	<b><u>\$ 1,240,000</u></b>
Purchase Bi-Directional Amplifiers (BDA's) for Deans Mill School	TBD
Purchase Dispatch Furniture	\$ 60,000
Repair Legacy System	\$ 60,000
<b>TOTAL USES</b>	<b><u>\$ 1,360,000</u></b>

Notes: The total cost of the Motorola System Antenna and consoles of \$830,995.57 is net of State Contract Discounts totaling \$356,140.96. Without discounts the cost would've been \$1,187,13653. The Discounts as a percentage of List Price were 30%. Portables and mobiles will be purchased seperately and will to put out to bid/RFQ for improved pricing.

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES  
AND PUBLIC PROTECTION  
AND  
THE TOWN OF STONINGTON

AGREEMENT, made this day of \_\_\_\_\_, 2018, by and between the Connecticut Department of Emergency Services and Public Protection, Division of Statewide Emergency Telecommunications (hereinafter "DESPP"), acting herein by its Commissioner, Dora B. Schriro, having a principal business address at 1111 Country Club Road, Middletown, Connecticut, 06457, and the Town of Stonington (hereinafter "the Town"), acting herein by Robert R. 'Rob' Simmons, its First Selectman, duly authorized, having a principal office at 152 Elm Street, Stonington, Connecticut 06378. This Memorandum of Agreement ("MOU") is intended to set forth the parties' agreement with respect to use of the Connecticut Land Mobile Radio Network (hereinafter "the CLMRN") by the Town and use by DESPP of a Town-owned tower/antenna site for incorporation into the CLMRN.

*WITNESSETH:*

*WHEREAS*, the DESPP maintains the Connecticut Land Mobile Radio Network (CLMRN);

*WHEREAS*, the Town utilizes a tower/antenna site as part of its existing radio system;

*WHEREAS*, replacement of the Town's existing radio system would be a long and costly process for the Town, straining the resources of a small community;

*WHEREAS*, the Town wishes to share in use of the CLMRN, as well as make the tower/antenna site available for incorporation into the CLMRN;

*WHEREAS*, both DESPP and the Town believe that shared use of the CLMRN will improve public safety communications and enhance the interests of public safety within the Town's borders, while it provides such improved service at a greater value to taxpayers;

*NOW, THEREFORE*, in consideration of mutual covenants and conditions hereinafter stated, the parties agree as follows:

**1. Effective Date and Term:**

This MOU shall be effective when all parties have executed it and all required approvals have been granted. This MOU may be modified upon the mutual written consent of

the parties. The initial term of the MOU shall be for five years; renewable for four additional five-year terms. Each successive term shall automatically renew, unless the parties give one years' written notice.

## **2. Authority to Enter into MOU:**

DESPP is authorized to enter into this MOU by action of the Commissioner of the Department of Emergency Services and Public Protection under authority of CGS § 4-8.

The Town is authorized to enter into this MOU pursuant to its general powers provided under CGS § 7-148 et seq. and the Town Charter.

## **3. Town's Responsibilities:**

- A. Prior to joining the CLMRN, the Town shall ensure that it meets all equipment and other requirements necessary to ensure compatibility with and protect against degradation of the CLMRN. Such equipment and other requirements shall include, but not be limited to, portable radios, mobile radios, dispatch consoles, building enhancements, antennae, cabling, backup power, recording devices and subscriber devices/units.
- B. The Town shall fund initial upgrades to the antenna site, the location of which is provided in Exhibit A. The Town may augment or substitute antenna sites with the approval of DESPP.
- C. The Town shall purchase all portable and mobile radios for 100 Town subscribers approved by DESPP. Subsequent subscribers may be added by mutual agreement.
- D. The Town shall purchase compatible dispatch consoles.
- E. The Town shall secure all necessary licensing fees for all Town purchased and maintained equipment.
- F. The Town shall fund, maintain, repair and secure reasonable upgrades to portable and mobile radios, dispatch consoles and other necessary equipment.
- G. Once the Town has joined the CLMRN, any additional changes or upgrades to the Town's equipment or facilities that are required by DESPP costing in excess of \$10,000 shall require DESPP to provide six months' notice, unless such change or upgrade is the result of exigent circumstances.
- H. The Town may make further upgrades during the term of the MOU, provided that such upgrades are approved by DESPP.
- I. The Town shall provide reasonable support to DESPP in managing the Town's use of the CLMRN.

- J. The Town shall be responsible for all maintenance costs associated with the initial antenna site and any additional antenna sites that may be added, subject to the provisions of paragraph 3.G.

#### **4. DESPP's Responsibilities**

- A. DESPP shall provide reasonable support to the Town of Stonington for the management of the CLMRN in Stonington. "Reasonable support" contemplates that DESPP will make a "best effort" as such phrase is commonly understood. This MOU does not contemplate that DESPP will provide specific state resources or service levels. Additionally, DESPP does not make any warranties, express or implied, regarding operation of the CLMRN.
- B. DESPP shall make best effort to ensure that participation by other municipalities will not degrade performance of the CLMRN within the Town's borders.
- C. DESPP shall agree to resolve disputes between it and the Town at the manager/supervisor level whenever practicable. Disputes that cannot be resolved at the designated manager/supervisor level shall be elevated to the level of the director of DSET or designee and the chief of police or chief elected official or designee.
- D. DSET shall provide access to the CLMRN without charging a user fee.

#### **5. Other Terms and Conditions:**

- A. The Town represents and warrants to DESPP that it has duly authorized execution and delivery of this MOU and the obligations assumed by it hereunder; that the Town shall comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations under and pursuant to this MOU; that the execution, delivery and performance of this MOU shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.

#### **B. Executive Orders**

This MOU 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, Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No.49 of Governor Dannel P. Malloy, promulgated May 22, 2015, which mandates disclosure of gifts to public employees and campaign contributions to candidates for statewide public office or the General Assembly for state contracts valued at more than \$50,000, in accordance with their respective terms and conditions, all of which are incorporated into and are made a part of the MOU as if they had been fully set forth in it.

- C. This MOU, its terms and conditions and claims arising therefrom shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws.
- D. Nothing in this MOU shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut or DESPP.
- E. This MOU 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 subject matter herein.
- F. The parties each bind themselves, successors, assigns and legal representatives with respect to all covenants of this MOU.
- G. Any notices required or permitted under this MOU shall be deemed to be given when hand-delivered or one business day after pick up by an overnight express service to the parties below:

As to the Town of Stonington:

First Selectman  
Town of Stonington  
152 Elm Street  
Stonington, CT 06378

Chief of Police  
Town of Stonington  
173 South Broad Street  
Pawcatuck, CT 06379

As to the State of Connecticut:

Director of Statewide Emergency Telecommunications or designee  
1111 Country Club Road  
Middletown, CT 06457



STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES  
AND PUBLIC PROTECTION

Date\_\_\_\_\_

By\_\_\_\_\_

Dora B. Schiro  
Its Commissioner  
Duly Authorized

TOWN OF STONINGTON

Date\_\_\_\_\_

By\_\_\_\_\_

Robert R. 'Rob' Simmons  
Its First Selectman  
Duly Authorized

Date\_\_\_\_\_

By\_\_\_\_\_

J. Darren Stewart  
Its Chief of Police  
Duly Authorized

Site 1: Stonington Police Station

Registration Detail			
Reg Number	1213371	Status	Constructed
File Number	A0833689	Constructed	05/01/2000
EMI	No	Dismantled	
NEPA	No		
Antenna Structure			
Structure Type	TOWER - Free standing or Guyed Structure used for Community Police		
Location (In NAD83 Coordinates - Convert to NAD27)			
Lat/Long	41-22-08.6 N 071-51-44.5 W	Address	SOUTH BROAD STREET
City, State	STONINGTON , CT		
Zip	06379	County	NEW LONDON
Center of AM Array		Position of Tower in Array	
Heights (meters)			
Elevation of Site Above Mean Sea Level		Overall Height Above Ground (AGL)	
12.1		60.5	
Overall Height Above Mean Sea Level		Overall Height Above Ground w/o Appurtenances	
72.6		54.8	
Painting and Lighting Specifications			
None			
FAA Notification			
FAA Study	00-ANE-0139-OE	FAA Issue Date	04/14/2000