

OFFICE OF THE  
FIRST SELECTMAN

Telephone (203) 563-0100  
Fax (203) 563-0299

Email to: [lynne.vanderslice@wiltonct.org](mailto:lynne.vanderslice@wiltonct.org)



Lynne A. Vanderslice  
*First Selectwoman*

Joshua S. Cole  
*Second Selectman*

Kimberley Healy  
*Selectwoman*

Basam Nabulsi  
*Selectman*

Ross H. Tartell  
*Selectman*

TOWN HALL  
238 Danbury Road  
Wilton, CT 06897

**BOARD OF SELECTMEN MEETING**  
**Monday November 7, 2022**  
**Held Electronically**

**PRESENT:** First Selectwoman Lynne Vanderslice, Joshua Cole, Kimberley Healy, Basam Nabulsi, Ross Tartell

**GUESTS:** Chief Jim Blanchfield, Captain Rob Cipolla, DPW Director/Engineer Frank Smeriglio, CFO Dawn Norton, Town Administrator Matt Knickerbocker

A. Call to Order

Ms. Vanderslice called the meeting to order at 7:49pm.

Ms. Vanderslice asked for a motion to add an item to the Agenda as Item D11-Appointment of Mark Lawrence as Building Official as of November 11, 2022. Motion moved by Mr. Nabulsi, seconded by Ms. Healy and carried 5-0

B. Public Comment

None

C. Consent Agenda

Motion made by Mr. Cole seconded by Mr. Tartell and carried 5-0 to approve the Consent Agenda as follows:

- Minutes
  - Board of Selectmen Meeting – October 18, 2022
- Refunds
  - As per Tax Collectors Memo dated November 4, 2022
  -
- Gifts
  - Visiting Nurse Association of Ridgefield – Senior Center Newsletter - \$600.00

D. Discussion and/or Action

1. FY23 DUI Grant Application – Town Administrator Matt Knickerbocker

Mr. Knickerbocker reviewed the FY23 DUI Grant Application. He noted that the grant is in the amount of \$24,534.40, which will be used for a DUI enforcement program in Wilton. After discussion, motion to approve moving forward with the grant application moved by Mr. Tartell, seconded by Ms. Healy and carried 5-0.

2. ARPA Rural Roads Speed Enforcement Grant – Town Administrator Matt Knickerbocker  
Mr. Knickerbocker reviewed the ARPA Rural Roads Speed Enforcement Grant. He noted the grant is to be used to fund a speeding enforcement effort and would apply to any roads in the municipality. After discussion motion moved to approve moving forward with the application moved by Mr. Cole, seconded by Mr. Tartell and carried 5-0.
3. Interlocal Agreement Wilton and Surrounding Towns – Town Administrator Matt Knickerbocker  
Mr. Knickerbocker and Chief Blanchfield reviewed the proposed amendment to the Interlocal Agreement between Wilton and 13 surrounding towns (see attached). After further review and discussion, motion moved by Mr. Nabulsi to agree to allow the First Selectwoman to execute on behalf of the town the Interlocal Agreement between Wilton and the surrounding towns as presented. Motion seconded by Ms. Healy and carried 5-0.
4. Sugar Hollow Bridge Replacement Grant Application – Frank Smeriglio  
Mr. Smeriglio requested permission to submit a grant for the Sugar Hollow bridge replacement under the CT DOT's Local Bridge Program. 80% of the grant is funded by the federal government and the remaining by the State. After further review and discussion, motion to approve moving forward with the Sugar Hollow Bridge Replacement Grant Application moved by Mr. Cole seconded by Mr. Tartell and carried 5-0. Mr. Smeriglio noted recently awarded grants at 80% of the cost under the CT DOT's Local Bridge Program are now being funded at 100%.

Ms. Vanderslice thanked/applauded Mr. Smeriglio for his work on seeking out and securing grants that have benefited Wilton greatly during his tenure with the Town.

5. Acceptance of \$3,018,600 LOTCIP Grant for the Construction of a Section of the NRVN North Loop  
Mr. Smeriglio reviewed the \$3,018,600 LOTCIP Grant for the Construction of a Section of the NRVN North Loop. The grant will fund the construction of the NRVN's North Loop, extending the trail 0.9 mile from where it currently ends near Skunk. He noted the NRVN will manage the trail construction. Ms. Vanderslice noted following the acceptance of the grant by the BOS, the BOF must accept the grant. After discussion and review, motion moved by Mr. Nabulsi to approve the Acceptance of the \$3,018,000 LOTCIP Grant for the Construction of a Section of the NRVN North Loop. Motion seconded by Ms. Healy and carried 5-0.
6. FY2022 BOS Actual Operating Capital Results – Dawn Norton  
Ms. Norton requested approval to retain \$228,000 of funds previously approved for October 1, 2022 revaluation forward to FY2023 for the October 1, 2023 revaluation due to the one-year deferral of the revaluation. After further discussion and review, motion to move FY2022 revaluation operating expense budget to the FY2023 budget due to the one-year delay in the revaluation moved by Mr. Cole, seconded by Mr. Tartell and carried 5-0.
7. FY2033 BOS Actual Operating Expenses, Revenue and Debt Results  
Ms. Vanderslice reviewed the FY2022 BOS Actual Operating Expenses, Revenue and Debt Results (see attached). After review and discussion motion to approve additional Transfer Station Subsidy of \$265,000 moved by Mr. Nabulsi, seconded by Ms. Healy and carried 5-0.

Motion to approve moving all remaining FY2022 operating expense savings to the Infrastructure Improvement Funds moved by Mr. Tartell, seconded by Mr. Cole and carried 5-0

8. Board and Commission Vacancies as of December 1<sup>st</sup>  
Ms. Vanderslice reviewed the Board and Commission vacancies as of December 1, 2022.
9. Communication  
Ms. Vanderslice reviewed with the board protocols on public communication.
10. Proposal to change second November meeting to Monday November 21, 2022  
After discussion, motion moved by Ms. Healy, seconded by Mr. Cole and carried 5-0 to move the BOS November 22, 2022 meeting to November 21, 2022.
11. Appointment of Mark Lawrence as Chief Building Official as November 11, 2022  
Ms. Vanderslice noted long-time Building Official Robert Root was retiring effective November 11, 2022. Mark Lawrence, Assistant Building Official was being promoted to Chief Building Official. Motion to approve Mark Lawrence as Chief Building Official position as of November 11, 2022 moved by Mr. Cole seconded by Mr. Tartell and carried 5-0.

E. Selectmen's Reports

1. First Selectwoman
  - Ms. Vanderslice noted the state price for Morton Salt was lower than Wilton's contracted price. Morton Salt agreed to a price concession to the contracted price.
  - Ms. Vanderslice noted WestCOG was awarded a \$1.5 million grant for a regional firing range to be built in Newtown.
  - Ms. Vanderslice noted Wilton received Sustainable CT Silver Certification and thanked Tammy Thornton for her efforts overseeing the development of the award application and submission.
  - Ms. Vanderslice noted she applied for the CT Challenge Grant and should hear back some time in December. She thanked Betsy Paynter of WestCOG for her assistance with the application.
  - Ms. Vanderslice noted Kevin's Afterglow Foundation would be hosted by Trackage in January.

2. Selectmen/Selectwomen

Mr. Cole

Mr. Cole noted the Wilton Chamber of Commerce Pumpkin Parade was well attended.

Mr. Tartell

None

Ms. Healy

None.

Mr. Nabulsi

None.

F. Public Comment

Sara Curtis commented on the Sustainable CT Silver Award given to the Town.

G. Executive Session to Discuss Candidates for Reappointment

Motion moved by Mr. Cole, seconded by Ms. Healy to enter into Executive Session to Discuss Candidates for Reappointment at 8:54pm. Motion carried 5-0.

Out of Executive Session and back in Regular Session at 10:13pm

H. Adjournment

Having no further business, motion to adjourn at 10:14pm moved, seconded and carried 5-0.

Jacqueline Rochester

Recording Secretary

Taken from Video



**BERCHEM MOSES.COM**

DOUGLAS E. LOMONTE, ESQ.  
BERCHEM MOSES P.C.  
1221 POST ROAD EAST, SUITE 301  
WESTPORT, CT 06880  
Tel: (203) 571-1714  
dlomonte@berchemmoses.com

October 11, 2022

First Selectwoman Lynne Vanderslice  
Town of Wilton  
238 Danbury Road  
Wilton, CT 06897

Dear Lynne:

In 1999, the Town of Wilton adopted an interlocal agreement for Hazardous Materials Response Mutual Aid (the "1999 Agreement"). Under the 1999 Agreement, the Chiefs of the participating Fire Departments (the "Fire Chiefs") created a group known as the Fairfield County Hazardous Incident Response Team ("FCHIRT"). At the request of the Fire Chiefs, I am submitting for your consideration an Amended and Restated Interlocal Agreement ("Amendment and Restatement").

The principal deficiency in the 1999 Agreement identified by the Fire Chiefs is that the 1999 Agreement provides no legal entity structure for FCHIRT. Lack of legal entity structure means that FCHIRT is unable to obtain a federal employer identification number (EIN), open a bank account, accept donations, apply for grants and enter into mutual aid agreements with regional non-municipal entities, such as airports and major industrial enterprises. FCHIRT has carried on to date by using the EIN of the Town of Westport and keeping its funds in a bank account in the name of the Town of Westport.

The Amendment and Restatement addresses the deficiency in the 1999 Agreement by authorizing the incorporation of FCHIRT as a non-stock corporation and application to the IRS for recognition as a tax exempt organization under Section 501(c). Each of the fourteen participating municipalities will be a member of FCHIRT and have one seat on FCHIRT's board of directors. FCHIRT's board of directors will consist of the Fire Chiefs. If a town has more than one volunteer fire department, then the chiefs of the volunteer fire departments will serve on the board of directors on a rotating basis.

The Fire Chiefs gave careful consideration to the issues of insurance and employee benefits. The Amendment and Restatement makes it clear that the status quo with respect to

First Selectwoman Lynne Vanderslice  
Page 2 of 2

ownership of equipment and employment of personnel will continue. Specifically, FCHIRT will not own any operational equipment and will have no employees. All operational equipment will continue to be titled and insured by the municipality in which it is housed. All personnel will continue to be compensated and insured by the municipalities or departments that employ them or for which they volunteer.

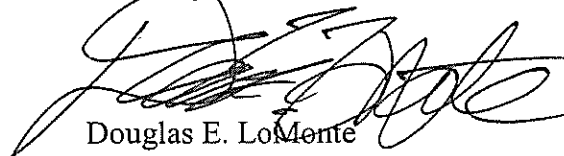
The initiative to amend and restate the 1999 Agreement comes without cost to the Town of Wilton. Legal and accounting fees associated with this initiative will be covered by FCHIRT from existing funds.

The Amendment and Restatement is intended to apply only to incidents at which the assistance of the specially trained personnel or equipment on FCHIRT's roster are required (i. e., HAZMAT spills, natural disaster response and other regional emergencies requiring specialized field communications). The Amendment and Restatement is not intended to affect any existing mutual aid agreements between Wilton and its neighboring municipalities.

Statutory authority for the Amendment and Restatement is derived from CGS Sections 7-339a through 7-339l, sometimes referred to as the *interlocal agreement statutes*. CGS Section 7-339c provides for approval of interlocal agreements by the "legislative body" of a municipality. I respectfully request that you submit the Amendment and Restatement to the Town Meeting for approval.

If you have any comments or questions about the 1999 Agreement or the Amendment and Restatement, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas E. Lomonte', written over a horizontal line.

Douglas E. Lomonte

enclosure

**AMENDED AND RESTATED INTERLOCAL AGREEMENT  
FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM**

*Revised October 5, 2022 11:34 a.m.*

This Interlocal Agreement (the “Agreement”) is by and among the Connecticut municipalities in the left column below (listed in alphabetical order, each a “Municipality” and collectively, the “Municipalities”) by their respective chief elected officers.

**MUNICIPALITIES**

**PARTICIPATING FIRE DEPARTMENTS**

CITY OF BRIDGEPORT

BRIDGEPORT FIRE DEPARTMENT

TOWN OF DARIEN

THE DARIEN FIRE DEPARTMENT INCORPORATED  
THE NOROTON FIRE DEPARTMENT, INCORPORATED  
THE NOROTON HEIGHTS FIRE DEPARTMENT, INCORPORATED

TOWN OF EASTON

EASTON VOLUNTEER FIRE CO INCORPORATED

TOWN OF FAIRFIELD

FAIRFIELD FIRE DEPARTMENT

TOWN OF GREENWICH

GREENWICH FIRE DEPARTMENT

TOWN OF MONROE

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1, INC.  
THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1, INC.  
STEVENSON VOLUNTEER FIRE COMPANY, INCORPORATED

TOWN OF NEW CANAAN

NEW CANAAN FIRE DEPARTMENT

CITY OF NORWALK

NORWALK FIRE DEPARTMENT  
THE ROWAYTON HOSE COMPANY NO. 1, INCORPORATED

CITY OF STAMFORD

STAMFORD FIRE DEPARTMENT

TOWN OF STRATFORD

STRATFORD FIRE DEPARTMENT

TOWN OF TRUMBULL

LONG HILL FIRE COMPANY NUMBER 1, INCORPORATED  
TRUMBULL VOLUNTEER COMPANY NUMBER 1, INCORPORATED  
NICHOLS FIRE DISTRICT

TOWN OF WESTON

THE WESTON VOLUNTEER FIRE DEPARTMENT, INCORPORATED

TOWN OF WESTPORT

WESTPORT FIRE DEPARTMENT

TOWN OF WILTON

WILTON FIRE DEPARTMENT

### **RECITALS**

- A. For purposes of this Agreement, “Participating Fire Departments” means and includes the career and volunteer fire departments listed in the right column on Page 1.
- B. In addition to the chief elected officers of the Municipalities, the chiefs of the Participating Fire Departments (each, a “Chief” and collectively, the “Chiefs”) have indicated their approval of this Agreement by signing next to the chief elected officials of the Municipalities in which their respective Participating Fire Departments are located.
- C. The Municipalities, except for the Town of Greenwich (collectively, the “Original Municipalities”), entered into a Hazardous Materials Response Assistance Mutual Aid Agreement For Additional Fire Protection dated June 11, 1999 (the “1999 Agreement”).
- D. The Town of Greenwich joined the Original Municipalities by adopting the 1999 Agreement at a later date.
- E. Under the 1999 Agreement, the Municipalities pledged to contribute personnel and equipment to a group which came to be known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”).
- F. The 1999 Agreement was intended to improve response to hazardous materials incidents and other emergencies within the region by permitting the Chief of a Participating Fire Department to call upon personnel and equipment on FCHIRT’s roster to respond to an incident beyond the resources available within the Participating Fire Department.
- G. Since 1999, the Chiefs have expanded FCHIRT’s role to include assistance with field communications and assistance with natural and man-made regional emergencies.
- H. The 1999 Agreement does not address the legal status of FCHIRT, leaving FCHIRT as an undefined and unincorporated association, not recognized as a legal entity under Connecticut law.
- I. FCHIRT maintains a roster of personnel specially trained to respond to spills of hazardous materials, coordinate field communications and respond to natural and man-made regional emergencies (the “Personnel Roster”).
- J. FCHIRT has no employees, the personnel appearing on the Personnel Roster being career firefighters employed by the Municipalities or volunteering for the Participating Fire Departments, as applicable, along with a small number of police and dispatch personnel employed by the Municipalities.
- K. FCHIRT maintains a list of specialized emergency response equipment (the “Equipment Roster”).



- L. FCHIRT owns no equipment, all of the equipment appearing on the Equipment Roster being owned by various Municipalities and stored in facilities maintained by various Participating Fire Departments.
- M. As to employment relationships and equipment ownership, the Municipalities desire to continue the status quo.
- N. As to legal status, the Municipalities have concluded that FCHIRT's undefined and unincorporated status presents a number of disadvantages and that incorporating FCHIRT under the Connecticut Non-Stock Corporation Act will allow FCHIRT to: adopt suitable bylaws; elect a board of directors and officers; obtain a federal taxpayer identification number; open one or more bank accounts; adopt budgets; establish fees for services; collect insurance claims from insured spillers; apply to the Internal Revenue Service for recognition as a tax-exempt organization; solicit tax deductible charitable contributions from citizens and regional businesses; apply for grants; enter into contracts with providers of services and materials; and enter into mutual aid agreements with non-governmental entities.

NOW THEREFORE, the Municipalities agree as follows.

1. Amendment and Restatement. This Agreement amends and restates the 1999 Agreement.
2. Statutory Authority. Authority for this Agreement is derived from CGS Sections 7-339a through 7-339l.
3. Effective Upon Signature. This Agreement shall be effective on the date that this Agreement has been signed by the chief elected officers of eight (8) Municipalities (the "Effective Date"). If the chief elected officers of at least eight (8) Municipalities have not signed this Agreement by December 31, 2023, then this Agreement shall be void. The signature of the Chief of each Participating Fire Department indicates that he or she has reviewed and approved the terms of this Agreement and has recommended it to the chief elected officer of the Municipality in which his or her Participating Fire Department is located.
4. Purposes. The purposes of this Agreement are to provide for the safe and efficient response to hazardous materials spills, natural and man-made regional emergencies and other incidents within the borders of the Municipalities and for the effective and well coordinated training of personnel.
5. Operational Matters.
  - a. Emergency Response Procedures. FCHIRT has established written procedures for requesting and providing assistance, communications and deployment of personnel and equipment ("Emergency Response Procedures"). FCHIRT will disseminate the Emergency Response Procedures to each Participating Fire Department. FCHIRT will solicit and respond to comments with respect to improvement of the

Emergency Response Procedures and will disseminate amendments to the Participating Fire Departments.

- b. Response to Incident Scenes. FCHIRT Directors, FCHIRT Officers and FCHIRT Technicians will not act on behalf of FCHIRT at the scene of any incident. If an FCHIRT Director, FCHIRT Officer or FCHIRT Technician responds to an incident, all of his or her actions and decisions shall be taken solely in his or her capacity as an agent or employee of the Municipality by whom he or she is employed or the Participating Fire Department for whom he or she volunteers.
- c. Requests for Assistance. If an Officer-In-Charge determines that hazardous material control equipment or other emergency assistance is required beyond that which the Participating Fire Department can furnish with its own resources, the Officer-In-Charge may make a Request for Assistance. If the Requesting OIC happens to be an FCHIRT Director, FCHIRT Officer or FCHIRT Technician, the Requesting OIC shall make the Request for Assistance in his or her capacity as Officer-In-Charge.
- d. Responses to Requests for Assistance. Upon receipt of a Request for Assistance, the Responding OIC shall order that FCHIRT Technicians and Equipment be deployed to the incident scene except to the extent that the personnel or equipment are unavailable. An FCHIRT Technician will be considered unavailable if the Responding OIC determines that the FCHIRT Technician is required at the scene of another incident, if the FCHIRT Technician is on leave or otherwise too far away to respond. Equipment will be considered unavailable if the Responding OIC determines that it is required at the scene of another incident or if the Equipment is not operational. If the Responding OIC determines that an FCHIRT Technician or Equipment is unavailable, the Responding OIC shall immediately inform the Requesting OIC. No FCHIRT Director, FCHIRT Officer or FCHIRT Technician, will, acting in his or her capacity as FCHIRT Director, FCHIRT Officer or FCHIRT Technician, initiate a response or deploy FCHIRT Technicians or Equipment to the scene of any incident, a Request for Assistance by an Officer-In-Charge being an essential precondition to each response or deployment of FCHIRT Technicians and Equipment.
- e. Incident Command. At each incident scene, the Requesting OIC shall be in command of operations. If the Requesting OIC requests that a senior officer of a Responding Department assume command, then the Requesting OIC shall not be relieved of responsibility for operations at the scene. FCHIRT Technicians and Equipment of Responding Departments shall be under the immediate supervision and responsibility of their respective Responding OICs who shall, in turn, be under the supervision of the Requesting OIC.
- f. Incident Reports and Analysis. FCHIRT shall receive, collect and analyze reports from officers of Requesting Departments and Responding Departments and shall

disseminate to the Participating Fire Departments analysis and recommendations for tactical and logistical improvements.

- g. Equipment Inspections and Replacement. FCHIRT officers shall coordinate with Participating Fire Departments the inspection of Equipment and shall remove Equipment from the Equipment Roster as Equipment is taken out of service. FCHIRT Officers shall consult with Participating Fire Departments regarding equipment replacement schedules and the need to replace damaged, worn out or obsolete Equipment.
6. Term. This Agreement shall remain in effect until terminated by action of the legislative bodies of a majority of the Municipalities.
7. Incorporation of FCHIRT. FCHIRT shall be incorporated as a non-stock corporation under the Connecticut Revised Nonstock Corporation Act. The legal corporate name of FCHIRT shall be Fairfield County Hazardous Incident Response Team, Inc.
8. Corporate Governance. Each Municipality shall be considered a member of the corporation and shall be entitled to one seat on the board of directors of the corporation. The board of directors of FCHIRT shall be comprised of the Chiefs of the Participating Fire Departments, except that, if a Municipality has: (a) more than one volunteer fire department and no career fire departments , then only one of the Chiefs of the volunteer fire departments shall be a director at any time; or (b) one or more volunteer fire departments in addition to a career fire department, then only the Chief of the career fire department shall be a director. If a Municipality has no career fire departments and more than one volunteer fire department then the Chiefs of volunteer fire departments shall rotate membership on the board of directors of FCHIRT annually in the order in which the volunteer fire departments were organized, from oldest department to newest department. Decisions within the purview of the members and directors of FCHIRT shall be made by majority vote of the members or directors, as applicable.
9. Tax Exempt Organization. FCHIRT shall apply to the Internal Revenue Service for recognition as a tax exempt organization under Section 501(c) of the Internal Revenue Code. FCHIRT may solicit and accept gifts, donations, grants and charitable contributions.
10. Ownership of Property. FCHIRT shall not own any real estate, registered or non-registered motor vehicles, apparatus or operational equipment of any kind. Title to each piece of Equipment shall be held at all times by one of the Municipalities. FCHIRT may place a label or mark upon equipment listed on the Equipment Roster for purposes of identification. Any such label or mark shall not be construed as indicia of ownership. Tangible property owned by FCHIRT shall be limited to office equipment, office furniture and supplies.
11. Office Space. The Participating Fire Department in which the president of FCHIRT serves shall provide incidental office space to FCHIRT without charge. FCHIRT shall initially maintain its office at the Nichols Fire Department.

12. Fiscal Year and Budgets. FCHIRT will have a fiscal year beginning July 1 and ending June 30. The board of directors of FCHIRT shall establish a budget for each fiscal year.
13. Fees. Each Municipality shall pay an annual membership fee or provide services or equipment to FCHIRT of equivalent value. As of the date of the Effective Date, the membership fee is \$3,000 (the “Membership Fee”). The board of directors of FCHIRT shall have the authority to determine the value of services or equipment provided by a Municipality in lieu of paying the Membership Fee. FCHIRT shall have the right to settle and collect insurance claims from insured spillers with respect to incidents.
14. Adjustments in Fees. The Membership Fee may be adjusted from time to time by majority vote of FCHIRT’s directors.
15. Grants. FCHIRT shall have the authority to apply for and receive grants for the purchase of operational equipment and training and educational programs. If FCHIRT receives grant funds for the purchase of operational equipment, FCHIRT shall, by majority vote of FCHIRT’s board of directors, either transfer the grant funds to a Municipality for procurement of the equipment or procure the equipment and assign title to a Municipality.
16. Training and Certification Programs. FCHIRT may schedule and coordinate training, drills and certification programs (“TDC Programs”). Each individual participating in a TDC Program must have authorization from the Chief of his or her Participating Fire Department and will be deemed to be acting in his or her capacity as an employee or agent of his or her Municipality or Participating Fire Department, as applicable, for the duration of each TDC Program. Personnel of Participating Fire Departments making presentations or acting as instructors at TDC Programs will be acting as employees or agents of their respective Municipalities or Participating Fire Departments, as applicable, when making presentations or acting as instructors. FCHIRT may reimburse Municipalities and Participating Fire Departments for the cost of personnel, materials and facilities provided for TDC Programs. FCHIRT may retain the services of outside trainers or instructors for TDC Programs upon receipt of confirmation that the trainer or instructor is covered under a satisfactory insurance policy.
17. Employees. Career firefighters and other agents of municipal public safety agencies appearing on the Personnel Roster shall remain employees of their respective Municipalities or Participating Fire Departments, as applicable. Except in the context of a response to an emergency and then only pursuant to the Emergency Response Procedures, no official of any Municipality or Participating Fire Department shall have the right or authority to direct the performance of services by an employee of another Municipality or Participating Fire Department. No official of any Municipality or Participating Fire Department shall have the right to modify the terms or conditions of employment of an employee of another Municipality or Participating Fire Department. The Municipalities or Participating Fire Departments, as applicable, shall be responsible for all compensation and benefits of their respective firefighters and other agents, including, without limitation, wages, overtime, health insurance, pension and retirement plan contributions, family and

medical leave, vacation time and sick time. This Agreement shall not be construed as granting rights to employees, agents or volunteers of any Municipality or Participating Fire Department to participate in any collective bargaining agreement to which any other Municipality or Participating Fire Department is a party or to participate in any health care or retirement benefit plan sponsored by another Municipality or Participating Fire Department.

18. Mutual Aid Agreements With Non-Municipal Entities. FCHIRT may enter into mutual aid agreements with non-municipal entities such as airports and private industrial facilities that employ specially trained personnel or specially designed equipment.
19. Withdrawal. A Municipality may withdraw from this Agreement for any reason upon delivery of Notice to the other Municipalities.
20. Insurance. The Municipalities will maintain their customary insurance coverages with respect to their respective FCHIRT Technicians and Equipment. FCHIRT will maintain directors and officers liability insurance and fidelity/crime insurance coverage.
21. Cross Indemnification. To the extent permitted by law, the Municipalities shall indemnify and hold each other harmless from any and all claims, causes of action and lawsuits arising out of the negligent or willful misconduct of their respective employees, agents and volunteers. The cross indemnification covenants under this Section shall survive the termination of this Agreement or withdrawal of a Municipality.
22. No Advisory Board. The Municipalities find that no interlocal advisory board, as permitted by CGS Section 7-339b(a)(2), is required to accomplish the purposes of this Agreement.
23. Amendment. This Agreement may not be amended except by written agreement signed by the chief elected officers of at least a majority of the Municipalities. Any Municipality may propose an amendment to the other Municipalities.
24. Additional Jurisdictions. Additional towns and cities may be added as parties to this Agreement upon majority vote of the board of directors of FCHIRT and written acceptance of the terms of this Agreement.
25. Assignment. The rights and obligations of the Municipalities under this Agreement are not assignable.
26. Dispute Resolution. Except with respect to the institution of legal proceedings which seek equitable relief, appeal or judgment enforcement, disputes arising under this Agreement shall be resolved as follows.
  - a. Negotiation. The chief elected officers of the Municipalities involved in the dispute shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing. If a dispute is between one or more Municipalities and

FCHIRT, then the duly elected president of FCHIRT shall participate in the negotiations.

- b. Mediation. If the chief elected officers of the involved Municipalities (and the president of FCHIRT, if applicable) are unable to resolve the dispute by mutual agreement under Section 26(a) within two (2) weeks following the initiation of negotiations, then the dispute shall be submitted to non-binding mediation between the parties and a mediator to be jointly selected by the involved Municipalities (and FCHIRT, if applicable) (each a “Party” and collectively, the “Parties”). A Party seeking to resolve a dispute hereunder shall give Notice to the other Parties that it wishes to begin the mediation process. Upon receipt of such Notice, the Parties shall meet to mutually select a mediator. The mediation process shall be deemed initiated upon the receipt of the aforementioned Notice by the receiving Party.
  - c. Arbitration. If the dispute is not resolved by mediation under Section 26(b) within a period of three (3) weeks following the initiation of mediation as set forth above, then a Party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “Commercial Arbitration Rules”) and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. Arbitration shall be before a single arbitrator appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. The Parties hereby expressly consent to such venue and to the personal and subject matter jurisdiction of such courts and such proceedings. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each Party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing Party or in such proportion as the arbitrator shall determine.
27. Authorization. Each individual signing this Agreement on behalf of a Municipality represents that he or she is the chief elected officer of his or her Municipality and that he or she has obtained all requisite authority to bind the Municipality he or she serves to the provisions of this Agreement. Each individual signing on behalf of a Participating Fire Department represents that he or she is the Chief of the Participating Fire Department.
28. No Waiver. No failure on the part of any Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of any such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and

privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Municipalities agree that this Agreement may be transmitted among them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The Municipalities intend that electronic signatures constitute original signatures and that an Agreement containing the signature (original or electronic) of the chief elected officer of a Municipality is binding on the Municipality once sent via electronic mail.
31. Captions. The captions and section headings appearing in this Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.
32. Defined Terms. Capitalized words phrases and acronyms appearing in this Agreement shall have the meanings ascribed to them below.
- a. “CGS” means the Connecticut General Statutes, as amended.
  - b. “Equipment” means and includes a registered or non-registered motor vehicle, apparatus or other operational equipment identified on the Equipment Roster.
  - c. “FCHIRT Director” means an individual serving on the board of directors of FCHIRT.
  - d. “FCHIRT Officer” means an individual serving as the president, vice president, corresponding secretary, recording secretary, treasurer or assistant treasurer of FCHIRT.
  - e. “FCHIRT Technician” means an individual whose name appears on the Personnel Roster.
  - f. “Municipality” shall have the meaning ascribed to it under CGS Section 7-148cc, notwithstanding the definition indicated on Page 1. Specifically, “Municipality” means any municipality, as defined in CGS Section 7-187, any district, as defined in CGS Section 7-324, any metropolitan district or any municipal district created under CGS Section 7-330 and located within the State of Connecticut.
  - g. “Notice” means only written notification given by one Municipality to another Municipality or to FCHIRT. Notice may be given only by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt); a

nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express or UPS Next Day). All Notices will be effective on receipt. Notices must be given to a Municipality at its Notice Address.

- h. “Notice Address” for each Municipality means the address indicated in Schedule A. The Notice address for FCHIRT is Fairfield County Hazardous Incident Response Team, Inc., 100 Shelton Road, Trumbull, CT 06611, Attention Andrew Kingsbury.
- i. “Officer-In-Charge” means, in the context of an emergency response incident, the officer in charge of the Participating Fire Department within the territory of which the incident occurs.
- j. “Request for Assistance” means a request made by an Officer-In-Charge that one or more FCHIRT Technicians or Equipment be deployed to the scene of an emergency response incident.
- k. “Requesting Department” means a Participating Fire Department the Officer-In-Charge of which makes a Request for Assistance.
- l. “Requesting OIC” means an Officer-In-Charge that makes a Request for Assistance.
- m. “Responding Department” means a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.
- n. “Responding OIC” means the Officer-In-Charge of a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.

*{This space intentionally left blank. The signature pages start on the next page.}*



IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

**CITY OF BRIDGEPORT**

BRIDGEPORT FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF DARIEN**

THE DARIEN FIRE DEPARTMENT INCORPORATED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

THE NOROTON FIRE DEPARTMENT,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE NOROTON HEIGHTS FIRE DEPARTMENT,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF EASTON**

EASTON VOLUNTEER FIRE CO INCORPORATED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF FAIRFIELD**

FAIRFIELD FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF GREENWICH**

GREENWICH FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF MONROE**

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1,  
INC.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1,  
INC.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STEVENSON VOLUNTEER FIRE COMPANY,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF NEW CANAAN**

NEW CANAAN FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF NORWALK**

NORWALK FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

THE ROWAYTON HOSE COMPANY NO. 1,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF STAMFORD**

STAMFORD FIRE DEPARTMENT

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF STRATFORD**

STRATFORD FIRE DEPARTMENT

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF TRUMBULL**

LONG HILL FIRE COMPANY NUMBER 1,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TRUMBULL VOLUNTEER COMPANY NUMBER 1,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

NICHOLS FIRE DISTRICT

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF WESTON**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE WESTON VOLUNTEER FIRE DEPARTMENT,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF WESTPORT**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

WESTPORT FIRE DEPARTMENT

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF WILTON**

**WILTON FIRE DEPARTMENT**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

*{End of signature pages. The next page is Schedule A.}*

**SCHEDULE A**  
**NOTICE ADDRESSES**

**City of Bridgeport**

45 Lyon Terrace  
Bridgeport, CT 06604  
Attention: Mayor

**Town of Darien**

2 Renshaw Road  
Darien, CT 06820  
Attention: First Selectman

**Town of Easton**

225 Center Road  
Easton, CT 06612  
Attention: First Selectman

**Town of Fairfield**

611 Old Post Road  
Fairfield, CT 06824  
Attention: First Selectman

**Town of Greenwich**

101 Field Point Road  
Greenwich, CT 06830  
Attention: First Selectman

**Town of Monroe**

7 Fan Hill Road  
Monroe, CT 06468  
Attention: First Selectman

**Town of New Canaan**

77 Main Street  
New Canaan, CT 06840  
Attention: First Selectman

**City of Norwalk**

125 East Avenue  
Norwalk, CT 06856  
Attention: Mayor

**City of Stamford**

888 Washington Boulevard  
Stamford, CT 06901  
Attention: Mayor

**Town of Stratford**

2725 Main Street  
Stratford, CT 06615  
Attention: Mayor

**Town of Trumbull**

5866 Main Street  
Trumbull, CT 06611  
Attention: First Selectman

**Town of Weston**

56 Norfield Road  
Weston, CT 06883  
Attention: First Selectman

**Town of Westport**

110 Myrtle Avenue  
Westport, CT 06880  
Attention: First Selectman

**Town of Wilton**

238 Danbury Road  
Wilton, CT 06897  
Attention: First Selectman

## FY2022 Expected Revenue Favorability

<b>FY2022 Revenue Budget Favorability</b>	
<b>Conveyance Fees</b>	<b>\$ 692,000</b>
<b>Building Permit Fees</b>	<b>\$ 234,000</b>
<b>Net, Back Taxes, Liens &amp; Interest fees, Supplemental Motor Vehicle, Current Prop Taxes</b>	<b>\$ 125,000</b>
<b>Investment Income Shortfall</b>	<b>\$ (409,000)</b>
<b>COVID Grant</b>	<b>\$ 102,000</b>
<b>Net, All Other</b>	<b>\$ 179,000</b>
<b><i>Expected Net FY2022 Revenue Favorability</i></b>	<b><i>\$ 923,000</i></b>
<b><i>Estimated Net Favorability Used to Reduce FY2023 Taxes</i></b>	<b><i>\$ 652,000</i></b>
<b><i>Expected Net Revenue Favorability Available to Reduce FY2024 Taxes</i></b>	<b><i>\$ 271,000</i></b>



# FY2022 Expected Operating Expense Favorability

FY2022 BOS Operating Expense Favorability	FY2022 Actual Under/(Over) Budget	
Wage Savings -Vacancies & New Employees at Lower Wage Rate	\$ 482,000	4 Police, 1 Land Use, 2 P&G, HWY, HR, DPW, Finance, CFO
Benefits-Vacancies and Lower than Budgeted Medical Prem, Employee Choices	\$ 345,000	
OPEB-Required Lower than Budgeted	\$ 44,000	
Legal Expenditures Less than Budgeted	\$ 86,000	
Additional Transfer Station Subsidy-FY2022 Deficit	\$ (165,000)	
Additional Transfer Station Subsidy-Build Fund Balance	\$ (100,000)	Build Balance due to higher than budgeted costs in FY2023
All Other Net Savings	\$ 68,000	
<i>Expected FY2022 Budget Savings</i>	<i>\$ 760,000</i>	
Expected Transfer to Infrastructure Improvement Fund	\$ 760,000	