

17TH CHARTER REVISION
COMMISSION
Public Safety &

Health/Education/Ethics Committee
www.stamfordcharterrevision.org

C/O Office of the Board of Representatives, 4th Floor, Government Center,
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February 27, 2012

Tolland Fire Department
21 Tolland Green
Tolland, CT 06084

Dear Chief:

The City of Stamford is currently undergoing a Charter Revision. In this context it is reviewing the current language with regard to the delivery of fire and rescue services within the community. We would appreciate it if you could take a few minutes to answer the following questions as they relate to the delivery of fire services within your community and return this questionnaire for our consideration.

Thank you in advance for your cooperation.

1. Is the fire delivery service in your community a "combined service," i.e., comprised of career and volunteer firefighters? If your answer to the foregoing is "No", do not go any further.
2. Do you have multiple fire districts/houses within your community? If so,
 - a. How many districts/firehouses? 1 Districts 4 Firehouses *4 Training facility & offices*
 - b. Are some districts/firehouses exclusively covered by career firefighters and some by volunteer firefighters? YES NO
 - c. Are some districts/firehouses covered by a combination of career and volunteer firefighters? YES NO *all -*
 - i. In districts/firehouses in which there are both career and volunteer firefighters, do they all answer to the same command structure and take direction from the same supervisor(s)? YES NO
 - ii. Who makes the decision with regard to staffing and allocation of resources for the individual fire districts/firehouses with career and volunteer firefighters?
Director of public safety with Fire Chief.
3. How long have has your community had a combined fire delivery service? 30 Yrs.
4. Are there any Charter provisions which address the combined fire delivery service within your community? YES NO *Volunteer -*

Career staff are classified as public safety officers assigned to fire dept.

5. If so, please attach a copy of the pertinent provisions.
6. Do you have a single individual who has direct responsibility for BOTH the career and volunteer firefighters within your community? YES NO
7. Do you have a single set of standard operating procedures ("SOP") for both the career and volunteer firefighters? YES NO
8. Do you have a uniform training program for both the career and volunteer firefighters? YES NO
9. Do the volunteer fire companies have their own "chiefs"? If so, do they have command of both volunteer and career firefighters within their district/firehouse?

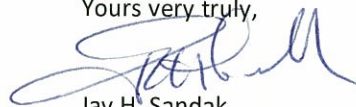
yes only on Emergency calls -
10. Please comment on how the combined fire service is working within your community.

Excellent with some issues every once in a while -

11. If you are willing to receive any follow-up inquires, please provide your name and contact information:
 NAME: John Littel
 E-Mail: J.L.Littel@Tolland.org
 ADDRESS: 21 Tolland green
Tolland CT

Thank you for assisting us as we review the Stamford Charter with regard to our combined fire service program in Stamford.

Yours very truly,



Jay H. Sandak
 Co-Chairman, 17th Charter Revision Commission

Please return responses to:

17TH CHARTER REVISION
 COMMISSION
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 C/O Office of the Board of Representatives, 4th Floor, Government Center,
 888 Washington Blvd. P.O. Box 10152, Stamford, CT 06904

Or

E-Mail: charterrevision@ci.stamford.ct.us

Fire Protection Agreement

THIS AGREEMENT, dated this 26th day of June 2001 by and between the Town of Tolland, a municipal corporation located within the County of Tolland in the State of Connecticut, hereinafter "Town", and the Tolland Fire Department, Inc. a non-profit Connecticut corporation, hereinafter referred to as the "Fire Department."

WHEREAS, The Town is responsible for the protection of life and property from fire and for the enforcement of all laws, ordinances and regulations relating to fire protection and fire safety within the Town of Tolland; and

WHEREAS, pursuant to Section 7-301 of the General Statutes of Connecticut, the Town may contract with volunteer fire companies to provide for all or part of fire protection services within the Town of Tolland; and

WHEREAS, Section C7-6 of the Town of Tolland Charter allows for the Town Council to enter into contracts and agreements with volunteer organizations, the private sector, municipalities, state and federal agencies and/or the employment of such persons required to ensure public safety of the Town; and

WHEREAS, members of the Fire Department are willing to use the Town's equipment and facilities for the purpose of furnishing fire, rescue and emergency medical services within the Town of Tolland; and

WHEREAS, the Fire Department is and has been the established fire department for the Town; and

WHEREAS, the Fire Department and the Town wish to enter into a written agreement for the purposes herein enumerated;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Purpose and Term of Agreement. During the term of this agreement and any extension of it, the Fire Department shall be the established fire department for the Town. The Fire Department will throughout the term of this agreement or any extension of it, provide fire, rescue and emergency medical services to the Town. The term of this agreement shall commence on July 1, 2001 and shall terminate on June 30, 2006, provided, however, that the term of this agreement shall be automatically extended for a period of five (5) years at each such fifth anniversary, unless either party hereto shall give written notice of its intent to terminate this agreement not less than 180 days prior to each such five year anniversary date.

2. Selection and Duties of the Fire Chief. The Fire Department will be led by the Fire Chief who will be appointed by the Fire Department in accordance with its bylaws, receive a stipend in accordance with the approved budget and serve as the liaison to the Town Public Safety Supervisor and the Town Manager. The Fire Chief shall have the following duties and responsibilities:

- a. Assume command of firefighting operations and emergency services, in accordance with Connecticut General Statute Section 7-313e.
- b. Direct and administer department activities.
- c. Be responsible for volunteer recruitment and retention programs
- d. Develop and implement fire training and prevention programs for the fire fighters.
- e. After consulting with the Public Safety Supervisor, prepare the annual operating budget and proposed schedule of capital expenditures as set out in Sections 5 and 6 below.

f. Prepare specifications for equipment and order supplies needed to operate the Fire Department and submit the specifications and orders for supplies to the Public Safety Supervisor for review and processing.

g. Assure compliance with applicable NFPA standards, regulations promulgated by the State Office of Emergency Services and other applicable current or future municipal and governmental standards, statutes or regulations.

3. Selection and Duties of the Public Safety Supervisor. The Town of Tolland will appoint a Public Safety Supervisor who will serve as the liaison to the Fire Department and the Fire Chief and fulfill the other requirements set out in the job description approved by the Town Council, which include but are not limited to serving as the Emergency Management Director and supervising the Animal Control Officer and the Fire Marshal. He will be a paid employee of the Town, reporting directly to the Town Manager and will be subject to the personnel policies, rules, regulations and procedures pertaining to Town employees. He will receive a salary and benefits as negotiated between the employee and the Town commensurate with his education, training and experience. The Supervisor of Public Safety will have the following duties and responsibilities as they relate to the Public Safety Department.

- a. Supervise the Town employees involved in the delivery of fire, rescue and emergency medical services, except that when responding to or operating at a fire, service call or other emergency, the Fire Chief, or any member serving in the capacity of Fire Officer in Charge, shall supervise the employees responding to the call.
- b. Coordinate with the Fire Department to assure that all paid personnel acquire the necessary training to maintain the certifications necessary for licensing or required by the Department. If paid personnel attend training, other than through the Department, then the Department will

be provided with the documentation necessary to show that all necessary training is current and complete.

- c. Consult with the Fire Chief in order to coordinate the scheduling and duties of the paid personnel to obtain the coverage needed for the public safety.
- d. Administer the operating and capital budgets, as set out in sections 5 and 6 of this agreement.
- e. Develop reports and proposals as required by the Town Manager and provide copies of any reports or proposals to the Fire Chief.
- f. Supervise the maintenance of the buildings, apparatus and equipment. Consult with the Fire Chief on an as needed basis to assure that all equipment, buildings and apparatus are maintained to the highest standards possible to assure the safety of the members of the Department.
- g. Review the specifications for new equipment and apparatus prepared by the Fire Chief and prepare the bid documents as set out in Section 6 below.
- h. Coordinate with the Fire Chief to review compliance with all applicable OSHA, NFPA and any other applicable government or municipal statutes, standards or regulations

4. Dispute Resolution.

a. To the extent that the above job descriptions for the Fire Chief and the Public Safety Supervisor conflict with other documents prepared by the parties, this agreement shall prevail and be binding on the parties. Furthermore if one person should at any time hold both the position of Fire Chief and Public Safety Supervisor, the respective duties of each position shall not merge but shall remain separate and distinct.

b. If a significant disagreement, affecting the public safety or the welfare of the Fire Department, arises between the Fire Chief and the Public Safety Supervisor, then the Town Manager and the Chairperson of the Fire Department Board of Directors will be notified. A joint meeting of

the Fire Chief, Public Safety Supervisor, Town Manager or Acting Town Manager, and Board Chairperson or his or her designate, will be held within ten days of such notification to resolve the disagreement.

5. Operating Budget. In consideration for providing fire, rescue and emergency medical services in accordance with this agreement, the parties understand that the operating expenses, including the payment of stipends to the members of the Fire Department, will be paid by the Town, after approval by the Town Manager. After consulting with the Public Safety Supervisor, the Fire Chief will submit the projected budget for the Fire Department to the Town Manager by February 21st of each year, or such other time as required by the Town Manager. The Town Manager shall have the ability to adjust the budget, as he deems reasonable in the preparation of the overall Town budget. The Fire Chief will determine the equipment and supplies needed to operate the Department and inform the Public Safety Supervisor when orders need to be placed. The Public Safety Supervisor will then review the order to determine that it complies with the Town's purchasing requirements and, submit it to the Finance Director. The Finance Director shall direct the disbursements of Town money for expenses incurred by the Fire Department, assuming that all expenditures and/or paperwork meet the criteria set forth by the Tolland finance department (e.g. necessary approvals by the Public Safety Supervisor, original invoices etc.) and that all expenditures are within budgetary parameters approved by the Council. After the Fire Chief has requested and the Finance Director has approved an order, it will be submitted to the Town Manager for approval. The Public Safety Supervisor will administer the budget including the processing of invoices and payments of payroll and stipends. All non-public safety related expenses shall be borne by the Fire Department.

6. Capital Expenditures. A five-year capital improvement program will be prepared by the Fire Chief and submitted to the Public Safety Supervisor for review. The Supervisor will then formally submit the Fire Department's capital budget proposal to the Town Manager in accordance with Town Charter requirements. This comprehensive program will forecast capital expenditures, which cost in excess of \$10,000 and have a minimum life of ten years, as well as the scheduled replacement dates for the rolling stock and equipment of the Fire Department. All capital equipment, machinery, vehicles and other items purchased with Town Funds will be owned by the Town. After the Fire Chief has prepared the specifications for equipment and apparatus he will submit it to the Public Safety Supervisor. The Public Safety Supervisor will review the specifications to determine compliance with all applicable municipal ordering procedures and governmental requirements and if satisfactory will prepare the bid documents and other paperwork necessary to process the bid and orders for the capital equipment.

7. Insurance. The Town shall carry and maintain insurance at all times with respect to its property and equipment, including, but not limited to fire trucks and the fire houses against risk of fire, theft and other risks as the Town may require. The Town shall also carry and maintain liability insurance, medical malpractice, errors and omissions and supplemental insurance covering the Department's activities in running the department and in furnishing fire, rescue and emergency medical services for the Town. Such insurance shall name the Fire Department as an additional insured.. The Town shall protect and hold harmless all members of the Fire Department when they are acting in their roles as fire, rescue or emergency personnel, in accordance with State law. The Town shall carry Workers' Compensation insurance, as required by statute, covering the members of the Fire Department while they are performing a Fire Department function and/or activity. The

Town shall keep the insurance policies or equivalent coverage, which pertain to the Fire Department, which are currently in place, in full force and effect during the term of this agreement or any extension to it.

8. Employment of Paid Personnel. If an opening occurs, either through the creation of a new position or a vacancy in an existing position, for an employee who reports to the Public Safety Supervisor then the Town Manager will establish a procedure, in accordance with Town policies, for filling such a position. The Fire Department will be informed that an opening exists and offered an opportunity to provide meaningful input into the process of hiring the most qualified individual.

9. Use of the Fire Houses. The Town Manager's Office will check with the Fire Department prior to allowing the fire houses to be used for other than non-fire department activities to avoid scheduling conflicts. Such use, shall be approved in writing prior to use, by the Town Manager's Office, pursuant to the Town's Facilities Use Policy.

10. Cessation of Operation. In the event the Fire Department ceases to exist, dissolves as a corporation, ceases to operate, commences any proceeding under any bankruptcy or insolvency laws or fails to provide fire, rescue or medical emergency services to the Town, the Town reserves the right to take title to any supplies, equipment or other assets of the Fire Department purchased with Town funds and use said assets in the best interest of the Town.

11. Use of Town Assets. The Fire Department agrees to keep all assets purchased with Town funds, including but not limited to fire trucks, fire houses, and equipment free from any adverse lien, levy, security interest, attachment or encumbrance and in good order and repair and will not waste or destroy any asset or part thereof. The Fire Department will not use any asset in violation

of any statute or ordinance and the Fire Department shall not sell, transfer or dispose of any real or personal property without the prior written consent of the Town Manager.

12. Successors and Assigns. All rights of the Town hereafter shall inure to the benefit of its successors and assigns and all obligations of the Department shall bind its successors or assigns.

13. Modification of Agreement. This agreement can be modified or changed at any time at the request of either party. Any change must be in writing and approved, by both the Fire Department and the Town Council. Any party wishing to effect a change in this agreement must present the proposed change, via certified mail, to the other party. The current addresses for the parties are: Town of Tolland 21 Tolland Green, Tolland, Connecticut 06084 Attn: Town Manager; Tolland Fire Department, Inc., P.O. Box 827 Tolland Connecticut 06084, Attn: Board of Directors. The parties will notify each other if there is a change in the mailing addresses where notices effecting this agreement should be mailed.

14. Governing Law. This agreement is subject to, and shall operate within the framework of the Statutes of the State of Connecticut and the general ordinances and Charter of the Town of Tolland. In the event that any provision or portion of this agreement is deemed in conflict with the Town or State laws, the provision in conflict shall be deemed invalid and be superseded by such other authority. Any items found to be invalid shall be referred to the Town Attorney to be re-written in an acceptable format. These changes would be implemented following the format in item #13 above.

TOWN OF TOLLAND

TOLLAND FIRE DEPARTMENT, INC.



Timothy J. Tieperman
Its Town Manager
Duly Authorized

Donna Enman, Chair of the
Board of Directors
Duly Authorized