

March 12, 2019

Michael F. Barnes
17 Sullivan Farm Rd
New Milford, Connecticut 06776

Chairman Barnes,

I am aware of the requirement of the Town of New Milford Ethics Code, specifically 6B-7 (Complaints). I am writing this disclosure without oath and signature recognizing the State of Connecticut Whistle Blower Protections under C.G.S. 4-61dd(e)(1). I legitimately fear retaliation from the town Government and its officials and I state that, citing the recent termination of Chief Boyne and acts I have witnessed taken against Lieutenant Jeff Covello and Deputy Chief Mark Buckley. I have been assured by competent and reputable professionals in town you are a man of character and integrity and will accept the information I am providing. I am confident all the information I share with you today is supported by documents held with Human Resources Director Greg Bollaro and Mayor Pete Bass.

As a dedicated and honest employee for almost 20 years for the town of New Milford I am deeply troubled by what I have seen going on in town. I have committed over half of my adult life serving the town of New Milford and to see the recent ongoing corruption and ignoring employee's actions concerning the violation of law, the town Ethics and Personnel Codes and Police Department Policies.

I worked several years for the Police Department prior to Chief Boyne's arrival. I reported officers taking bribes, violating workers comp regulations, sleeping on duty and dozens of other acts of misconduct only to be threatened and intimidated by Union officials and my complaints readily dismissed by Command Staff. Since Chief Boyne's arrival, all that changed. He upheld policies, instituted discipline and held those in violation accountable. For what, Mayor Bass lets him go so he can hire a Chief that "lives in town." News flash- The new chief lives in Torrington. The real issue is Chief Boyne was let go because he addressed four complaints he received against Lt. Ash that required formal review.

My frustration has led to this, a letter to you. It is unfortunate that it has come to this. I am sure you are aware of the recent suspension (Over six months) from service of Lt. Ash. For what? He was accused of compromising narcotics investigations and receiving bribes. I understand the Connecticut State Police and the FBI conducted investigations and Mayor Bass said he (Ash) did nothing wrong, yet no report has been provided and if so, why isn't Mayor Bass supporting his position with documented findings and quell the rumors that Ash was found culpable and the US Attorney decided not to prosecute, doesn't mean it never happened. I know myself and fellow employees would like the actual report made available.

The State of Connecticut requires strict compliance to legislation qualified under the "Alvin Penn Act". This Act supported by Connecticut P.A. 12-74 (Connecticut Racial Profiling Protection Act) and C.G.S. 5a-11 and 54-1m requires all motor vehicle stops and the officer's actions supported by a written report. Chief Boyne became aware that Lt. Ash conducted **85** motor vehicle stops and failed to provide **ONE** supporting report. The NMPD makes approximately 800 motor vehicle stops annually, so this misconduct relates to over 10% of omitted statistical data. That is essentially **EIGHTY FIVE** violations of law (CGS 54-11 / 54-1m). These types of law violations will allow the State of Connecticut to remove or refuse to provide any funding to the town of New Milford. Additionally, it puts the town at huge risk concerning the requirement of the NMPD to provide statistical data to the Office of Policy and Management in its effort to compile accurate data supported the State Legislative mandates led by Mike Lawlor.

Chief Boyne initiated an Internal Affairs Investigation into this allegation against Lt. Ash prior to his dismissal. I learned that Chief Cerruto has dismissed the investigation and is doing nothing about this

known violation of law, **(85 counts)**. How can this be? How do we police the town if we are not policing our own? Also concerning is that Lt. Ash is in Command of the Patrol Division, he is responsible to see such policy is in compliance. It is also know that Lt. Ash made attempts in the past weeks to submit the delinquent reports and was frustrated his efforts were unsuccessful and the information was known throughout the PD that he was aberrant in his duty.

On October 13, 2017 a complainant arrived at the Police Department with her attorney to report she was a victim of Fraud of \$32,500.00 New Milford Police Case # 17-35830-OF investigated by Officer Brian Bollaro. She reported she arrived at a local business regarding services for a kitchen in a new house she was building. She applied and was afforded \$50,000.00 in credit. She never authorized any purchase of goods or service. Since that date she received a bill for \$32,500.00 for goods and services supported by a signed authorization. The complainant, in a sworn statement, states she never signed such authorization and believes a member of the company used a copy of her signature from the application and copied it onto the service contract. In her closing statement, written and sworn to under oath, "I would like to press charges to whoever is responsible for somehow forging my name to the sale authorization form." Again, in the presence of her Attorney, yet the case was later closed in a supplementary report prepared by Lt. Ash.

During a Firearms training session recent to that date, Officer Bollaro complained how he was called into Lt. Ash's office and told, "Not to worry about it." Ash stated he would take care of it and to close the investigation. Officer Bollaro was upset because he felt the involved parties should be held accountable. I found this concerning and later supported by statements made by Ash in front of me and Officer Tom Kenney where Ash made statements that he took care of it and got a new grill out of it for free.

If the parties chose to settle the issue amongst themselves, so be it. Did they do so at the influence of Lt. Ash, who knows? I am concerned how Ash can walk away with a grill, valued in excess of \$2000.00 and not be held to task seeing how it exceeds the Ethics limits by over \$1960.00 at minimum.

I do know that Chief Boyne received a formal complaint on this and forwarded the complaint to the Mayor Bass, Connecticut State Police and State's Attorney as required by mandates. I also know that Lt. Ash admitted to Chief Boyne during the initial stages of the investigation that he did in fact meet with the involved parties to settle it and he received a grill from the business owner.

We, as town employees were required to acknowledge and sign the Ethics policy or face immediate termination. Sgt. Wheeler (President of the UPSEAU COPS#47 Union) originally contested this mandate, but I have no idea what his efforts achieved, all I know is we all signed were required and signed the current Ethics Policy.

To date, Lt. Ash, who we all know through his public statements, his own admissions etc. has not been held accountable to an Ethics Policy that if not signed for would result in termination, however the obedience of the Ethics Policy has no requirement, as it appears today.

Now, the powers to be can state the State Police and FBI investigations were biased and flawed, however how do you dispute **85** violations of State Law, and the receipt of the goods in excess of \$40.00 as a non-issue and yet the employee holds one of the most influential positions in our community or better yet our society and there is no accountability. Two events support by indisputable physical evidence and the involved employees own admission. The excuse as this is a non-issue is unacceptable. The community deserves accountability to the Ethical Standards that have been published and the righteous address of same. The facts are not in dispute, the inactions of the Town of New are.

Cc: Mike Lawlor (D)– House of Representatives
US Attorney Len Boyle
Attorney General – William Tong
CCSU Racial Profiling Data – Ken Barone

RETURN DATE: APRIL 2, 2019 : SUPERIOR COURT
SHAWN BOYNE :
V. : J.D. OF LITCHFIELD
: AT TORRINGTON
PETER BASS AND :
TOWN OF NEW MILFORD : MARCH 11, 2019

COMPLAINT

1. The Plaintiff Shawn Boyne is a resident of Harwinton, CT.
2. The Defendant Peter Bass ("Bass") currently holds a position as mayor of the Town of New Milford CT.
3. The Defendant Town of New Milford is a municipal corporation.
4. Plaintiff was employed by the Town of New Milford as its Police Chief from October, 2010 through October 14, 2018.
5. At all times throughout his employment, Plaintiff received highly positive evaluations and ensured that the New Milford Police Department performed well, operated within its budget and complied with applicable laws. Plaintiff was highly qualified for the position, having previously served in command positions within the Connecticut State Police, from which he retired prior to joining the New Milford Police Department.
6. Plaintiff had been employed initially for a four-year term, which was extended for a second four-year term.
7. In April, 2018, Plaintiff met with Bass and advised him that Plaintiff's employment contract would expire in about six months, and proposed to meet with Bass for a discussion of contract

renewal terms. Bass encouraged Plaintiff to schedule a meeting and told Plaintiff that he was "doing a great job."

8. In May, 2018, Plaintiff met again with Bass and discussed contract renewal terms, including salary terms. Bass asked Plaintiff how long he wished to serve as Chief, told Plaintiff that he was doing a "great job," and assured Plaintiff that his contract would be renewed.

9. In June, 2018, Plaintiff became aware of allegations that New Milford Police Department Lt. Lawrence Ash had engaged in criminal misconduct. Plaintiff told Bass about the allegations concerning Ash. Plaintiff advised Bass that the matter required investigation, and referred the matter to appropriate authorities for investigation.

10. Bass is a longtime friend of Lt. Ash.

11. Early in July, 2018, Plaintiff became aware of significant additional and credible allegations concerning Lt. Ash. Plaintiff forwarded the information to prosecutorial authorities for further investigation and potential criminal charges.

12. On or about July 9, 2018, Plaintiff informed Bass of the new allegations against Lt. Ash. Bass criticized Plaintiff for having forwarded information to prosecutorial authorities and expressed his dismay and displeasure with Plaintiff. Plaintiff reminded Bass that Plaintiff, as Police Chief, had a legal and ethical obligation to refer the information for further investigation and potential prosecution. Plaintiff placed Lt. Ash on administrative leave pending resolution of the investigation.

13. On July 19, 2018, approximately ten days after Plaintiff informed Bass that the information concerning Lt. Ash had been forwarded for investigation, Bass informed Plaintiff that Plaintiff's

employment contract, which had an expiration date of October 14, 2018, would not be renewed. Bass claimed that he wanted a police chief who lived within the Town of New Milford.

14. Also on July 19, 2018, the Town posted an announcement on its website stating that the position of police chief was open for applications. The announcement did not require applicants to be (or become) residents of the Town. The posting stated the minimum qualifications for applicants as follows:

“This position requires a Bachelor’s Degree in Criminal Justice or related field (Masters & FBI Type training preferred). Candidates must possess a minimum of 15 (fifteen) years of law enforcement experience with a minimum of five (5) years of command experience (command experience is equivalent to a position of Lieutenant and above in the New Milford Police Department.) Experience in labor relations; community policing; public administration principles; police communication systems; youth programs and law enforcement policies and procedures required. Must possess a valid Driver’s license and CT Post Certification as Police Officer or ability to obtain certification and maintain these licenses throughout employment.”

15. The required minimum qualifications did not include residency in the Town of New Milford.

16. Plaintiff informed Bollaro that he wished to be considered for the position of Police Chief, as he was eminently qualified and the posting did not require residency. Plaintiff also informed Bollaro that even if Town residency were required, he was ready, willing and able to establish residency in the Town. Plaintiff was told that his application would not be considered.

17. Plaintiff’s employment terminated October 14, 2018.

18. The Town hired Spencer Cerruto as police chief effective November 15, 2018. Cerruto’s employment contract provides, in part, that “While New Milford residency is preferred at the commencement of this Contract, it may later be required by the Mayor with the approval of the Town Council.”

19. Cerruto is a resident of Torrington, Connecticut, and is not a resident of New Milford. The Mayor and the Town Council have not required Cerruto to establish New Milford residency.

COUNT ONE: BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING.

1-19. The foregoing Paragraphs 1-19 are incorporated herein by reference.

20. Plaintiff was at all times material herein fully qualified by reason of education, experience, and training to perform the duties of Police Chief.

21. Plaintiff had every reason to expect and believe, based on his excellent performance as Police Chief over eight (8) years and the statements made by Bass prior to the disclosures about Bass's friend, Lt. Ash, that his employment contract would be renewed and extended for another four year term. Plaintiff had impeccable credentials and had at all times performed his duties in a manner faithful to his oath of office.

22. The Defendants declined to extend and renew Plaintiff's employment agreement in bad faith, based upon Bass's desire to protect Lt. Ash, and other targets of investigation.

23. Bass concocted the explanation –that the Police Chief should be a Town resident – as a pretext for his bad faith action.

24. The explanation concocted by Bass was itself provided in bad faith, since the Town, at Bass's direction, subsequently hired a new police chief who does not live in the Town and has not been required to establish residence in the Town.

25. Defendants also acted in bad faith by refusing even to consider Plaintiff's application for Chief, where Plaintiff was fully qualified to perform all aspects of the posted position.

26. Defendants acted in bad faith by failing to renew Plaintiff's contract when he was at all times material herein fully qualified to continue to perform the position.

27. Defendants breached the covenant of good faith and fair dealing with respect to Plaintiff's employment contract.

28. Plaintiff has been damaged thereby.

COUNT TWO: PROMISSORY ESTOPPEL

1-19. Paragraphs 1-19 of Count One are incorporated herein by reference.

20. Plaintiff initiated discussions with Bass in April, at least six months before the termination date of his contract, in order to ascertain whether he should begin the pursue alternative employment.

21. The Defendants expressly and impliedly promised Plaintiff that his contract would be renewed.

22. Based on Defendants' promises, Plaintiff refrained from pursuing any other job possibilities in the period from April through August, when Defendants told him they would not even consider his application for continued employment as chief even though he was clearly qualified for the position. Plaintiff was aware of specific employment opportunities that were open and for which he was qualified in the period before he was told that he would not even be considered for reappointment, and relied to his detriment on the promises made to him by Defendants. The employment opportunities were irrevocably lost by the time that it was clear that the Defendants' promises were false.

23. Plaintiff is damaged thereby.

WHEREFORE, PLAINTIFF DEMANDS:

1. Damages,
2. Punitive damages;
3. Such additional legal and equitable relief as the court may deem just and proper.

Respectfully submitted,

PLAINTIFF,
SHAWN BOYNE

By 

ANDREW HOULDING, ESQ.
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RETURN DATE: APRIL 2, 2019 : SUPERIOR COURT
SHAWN BOYNE :
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PETER BASS AND : AT TORRINGTON
TOWN OF NEW MILFORD :
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STATEMENT OF AMOUNT IN DEMAND

Plaintiff Connecticut Shawn Boyne states that the amount in dispute in the above-captioned matter is in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest and costs.

PLAINTIFF,
SHAWN BOYNE

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