

June 30, 2018

Town of Fairfield

**Investment Measurement Service
Monthly Review**

Information contained herein includes confidential, trade secret and proprietary information. Neither this Report nor any specific information contained herein is to be used other than by the intended recipient for its intended purpose or disseminated to any other person without Callan's permission. Certain information herein has been compiled by Callan and is based on information provided by a variety of sources believed to be reliable for which Callan has not necessarily verified the accuracy or completeness of or updated. This content may consist of statements of opinion, which are made as of the date they are expressed and are not statements of fact. This content is for informational purposes only and should not be construed as legal or tax advice on any matter. Any decision you make on the basis of this content is your sole responsibility. You should consult with legal and tax advisers before applying any of this information to your particular situation. Past performance is no guarantee of future results. For further information, please see Appendix for Important Information and Disclosures.

Investment Manager Style Allocation

The table below contrasts the distribution of styles across the Fund's investment managers as of June 30, 2018, with the distribution as of May 31, 2018. The change in asset distribution is broken down into the dollar change due to Net New Investment and the dollar change due to Investment Return.

Style Distribution Across Investment Managers

	June 30, 2018					May 31, 2018		
	Market Value	Weight	Target	Net New Inv.	Inv. Return	Market Value	Weight	Target
Domestic Equity	\$102,340,905	26.49%	25.00%	\$(11,750)	\$756,857	\$101,595,798	26.19%	25.00%
BlackRock S&P 500 Index	44,734,804	11.58%		0	274,212	44,460,593	11.46%	
Allianz Structured Alpha	20,816,791	5.39%		(10,268)	190,190	20,636,870	5.32%	
The Boston Company	22,597,050	5.85%		(1,481)	117,695	22,480,837	5.80%	
Jennison Small Cap Core	14,192,260	3.67%		0	174,762	14,017,498	3.61%	
International Equity	\$78,087,297	20.22%	20.00%	\$0	\$(1,560,332)	\$79,647,629	20.53%	20.00%
EuroPacific Growth	39,438,748	10.21%		0	(945,869)	40,384,616	10.41%	
Vanguard Total Intl Stock Index	19,270,585	4.99%		0	(406,036)	19,676,622	5.07%	
Stewart Investors	19,377,964	5.02%		0	(208,427)	19,586,391	5.05%	
Total Fixed Income	\$116,976,428	30.28%	30.00%	\$(1,803)	\$(41,421)	\$117,019,652	30.17%	30.00%
Domestic Fixed Income	\$80,791,468	20.92%	20.00%	\$(1,803)	\$(71,967)	\$80,865,238	20.85%	20.00%
Montgomery US Core Fixed	40,429,474	10.47%		0	(37,794)	40,467,268	10.43%	
Seix	40,361,994	10.45%		(1,803)	(34,173)	40,397,970	10.42%	
Global Fixed Income	\$36,184,960	9.37%	10.00%	\$0	\$30,546	\$36,154,414	9.32%	10.00%
PIMCO Global Aggregate	36,184,960	9.37%		0	30,546	36,154,414	9.32%	
Hedge Funds	\$20,158,382	5.22%	5.00%	\$0	\$353,551	\$19,804,832	5.11%	5.00%
Wellington Archipelago (1)	20,158,382	5.22%		0	353,551	19,804,832	5.11%	
Absolute Return	\$17,142,349	4.44%	5.00%	\$(11,978)	\$40,416	\$17,113,910	4.41%	5.00%
Invesco MAC Fund	17,142,349	4.44%		(11,978)	40,416	17,113,910	4.41%	
Private Equity	\$18,992,282	4.92%	5.00%	\$(551,956)	\$341,432	\$19,202,806	4.95%	5.00%
Lexington MMI II (2)	2,135,570	0.55%		(65,165)	(11,867)	2,212,602	0.57%	
Lexington MMI III (2)	6,145,291	1.59%		(186,918)	(43,413)	6,375,622	1.64%	
Mesirow VI (2)	10,524,226	2.72%		(299,873)	399,512	10,424,587	2.69%	
Mesirow VII-A (2)	187,195	0.05%		0	(2,800)	189,995	0.05%	
Real Estate	\$17,897,672	4.63%	5.00%	\$(393,313)	\$535,499	\$17,755,487	4.58%	5.00%
TA Realty (2)	30,544	0.01%		0	0	30,544	0.01%	
Principal Opportunities Fund (2)	17,867,128	4.63%		(393,313)	535,499	17,724,943	4.57%	
Commodities	\$11,242,628	2.91%	3.00%	\$(7,049)	\$(284,229)	\$11,533,906	2.97%	3.00%
TAP Commoditybuilder Fund	11,242,628	2.91%		(7,049)	(284,229)	11,533,906	2.97%	
Cash Composite	\$3,431,812	0.89%	2.00%	\$(763,376)	\$3,270	\$4,191,918	1.08%	2.00%
Cash	727,806	0.19%		(1,463,532)	1,552	2,189,786	0.56%	
Town Employees	1,443,553	0.37%		437,597	868	1,005,088	0.26%	
Fire and Police	1,260,452	0.33%		262,559	849	997,044	0.26%	
Total Fund	\$386,269,756	100.0%	100.0%	\$(1,741,225)	\$145,043	\$387,865,938	100.0%	100.0%

(1) Current market value is that of prior month.

(2) Current market value is that of prior quarter, adjusted for capital calls and distributions to date.

Investment Manager Returns

The table below details the rates of return for the fund's investment managers over various time periods ended June 30, 2018. Negative returns are shown in red, positive returns in black. Returns for one year or greater are annualized. The first set of returns for each asset class represents the composite returns for all the fund's accounts for that asset class.

Returns for Periods Ended June 30, 2018					
	Last Month	Fiscal Year	Last 36 Months	Last 60 Months	Last 84 Months
Gross of Fee Returns					
Domestic Equity	0.74%	15.00%	10.41%	12.84%	12.39%
Russell 3000 Index	0.65%	14.78%	11.58%	13.29%	13.01%
BlackRock S&P 500 Index	0.62%	14.40%	11.96%	13.46%	-
S&P 500 Index	0.62%	14.37%	11.93%	13.42%	13.23%
Allianz Structured Alpha	0.92%	-	-	-	-
S&P 500 Index	0.62%	14.37%	11.93%	13.42%	13.23%
The Boston Company	0.52%	13.33%	7.34%	11.05%	11.26%
Russell MidCap Index	0.69%	12.33%	9.58%	12.22%	11.89%
Jennison Small Cap Core	1.25%	20.51%	10.47%	13.90%	-
Russell 2000 Index	0.72%	17.57%	10.96%	12.46%	11.83%
International Equity	(1.96%)	8.72%	6.26%	7.24%	5.59%
MSCI ACWI ex US	(1.88%)	7.28%	5.07%	5.99%	3.81%
EuroPacific Growth	(2.34%)	9.35%	6.51%	8.34%	5.98%
MSCI ACWI ex US	(1.88%)	7.28%	5.07%	5.99%	3.81%
Vanguard Total Intl Stock Index	(2.06%)	7.12%	5.35%	6.44%	-
Vanguard Intl Blended BM*	(2.03%)	7.58%	5.47%	6.54%	4.19%
Stewart Investors	(1.06%)	9.15%	6.75%	5.83%	6.14%
MSCI EM	(4.15%)	8.20%	5.60%	5.01%	1.43%
Domestic Fixed	(0.09%)	(0.11%)	2.07%	2.70%	3.13%
Blmbg Aggregate Index	(0.12%)	(0.40%)	1.72%	2.27%	2.57%
Montgomery US Core Fixed	(0.09%)	(0.30%)	1.88%	2.64%	-
Blmbg Aggregate Index	(0.12%)	(0.40%)	1.72%	2.27%	2.57%
Seix	(0.08%)	0.08%	2.25%	2.75%	3.25%
Blmbg Aggregate Index	(0.12%)	(0.40%)	1.72%	2.27%	2.57%
Global Fixed	0.08%	2.13%	2.63%	-	-
Blmbg Global Aggregate Index	0.19%	1.66%	2.82%	3.31%	3.56%
PIMCO Global Aggregate	0.08%	-	-	-	-
Blmbg Global Aggregate Index	0.19%	1.66%	2.82%	3.31%	3.56%

* Total International Composite Index through August 31, 2006; MSCI EAFE + Emerging Markets Index through December 15, 2010; MSCI ACWI ex USA IMI Index through June 2, 2013; and FTSE Global All Cap ex US Index thereafter.

Investment Manager Returns

The table below details the rates of return for the fund's investment managers over various time periods ended June 30, 2018. Negative returns are shown in red, positive returns in black. Returns for one year or greater are annualized. The first set of returns for each asset class represents the composite returns for all the fund's accounts for that asset class.

Returns for Periods Ended June 30, 2018

	Last Month	Fiscal Year	Last 36 Months	Last 60 Months	Last 84 Months
Gross of Fee Returns					
Hedge Funds (1)	1.79%	10.22%	5.47%	7.32%	15.57%
Hedge Funds ex Madoff Settlement	1.79%	10.22%	5.47%	6.04%	4.85%
Wellington Archipelago (2)	1.79%	8.90%	4.43%	6.69%	6.29%
DJCS L/S Equity 1 Month Lag	0.38%	7.92%	3.49%	5.88%	4.98%
Absolute Return	0.24%	0.14%	-	-	-
Invesco MAC Fund	0.24%	0.14%	-	-	-
90 Day T-Bill + 4%	0.49%	5.36%	4.68%	4.42%	4.33%
Private Equity	1.78%	24.37%	15.35%	12.89%	13.59%
Lexington MMI II (3)	(0.54%)	27.09%	17.69%	15.15%	15.21%
Lexington MMI III (3)	(0.68%)	32.85%	19.44%	-	-
Mesirow VI (3)	3.84%	18.67%	8.30%	2.13%	-
Mesirow VII-A (3)	(1.47%)	-	-	-	-
Russell 3000 Index + 3%	0.88%	17.79%	14.62%	16.32%	16.10%
Real Estate	3.02%	11.01%	14.11%	15.29%	13.81%
TA Realty Fund IX (4)	0.00%	(5.19%)	2.29%	7.95%	8.10%
NFI-ODCE Equal Weight Net	0.00%	2.99%	7.10%	9.23%	9.77%
Principal Opportunities Fund (3)	3.02%	11.23%	15.49%	16.09%	-
NFI-ODCE Equal Weight Net	0.00%	2.99%	7.10%	9.23%	9.77%
Commodities	(2.47%)	13.12%	(2.86%)	(5.26%)	-
TAP Commoditybuilder Fund	(2.47%)	13.12%	(2.86%)	(5.26%)	-
Blmbg Commodity Price Idx	(3.64%)	5.82%	(5.23%)	(6.82%)	(8.12%)
Cash Composite	0.14%	1.16%	0.62%	0.38%	0.30%
Cash	0.14%	1.19%	0.62%	0.39%	0.31%
Town Employees	0.14%	1.15%	0.61%	0.38%	0.29%
Fire and Police	0.14%	1.14%	0.61%	0.38%	0.30%
Cash Target (5)	0.17%	1.36%	0.68%	0.42%	0.33%
Total Fund	0.04%	8.66%	6.45%	7.68%	7.57%
Total Fund Benchmark*	(0.32%)	7.42%	6.02%	6.92%	6.46%
Annual Discount Rate: 7%					

* Current Month Target = 25.0% Russell 3000 Index, 20.0% Blmbg Aggregate, 15.0% MSCI ACWI ex US, 10.0% Blmbg Glob Agg Hedged, 5.0% Russell 3000 Index+3.0%, 5.0% 3-month Treasury Bill+4.0%, 5.0% NCREIF NFI-ODCE Eq Wt Net, 5.0% MSCI EM, 5.0% CS L/S Eq lagged 1 months, 3.0% Blmbg Commodity Price Idx and 2.0% 3-month Treasury Bill.

(1) Composite returns include historical income from Madoff settlement.

(2) Returns are lagged one month.

(3) Returns will be updated at quarter end on a one-quarter lagged basis.

(4) Returns will be updated once data becomes available.

(5) 100% 3-Month T-Bill. Prior to November 30, 2014, 100% ML 3-Month US Treasury Bill.

June 30, 2018

Town of Fairfield - OPEB

**Investment Measurement Service
Monthly Review**

Information contained herein includes confidential, trade secret and proprietary information. Neither this Report nor any specific information contained herein is to be used other than by the intended recipient for its intended purpose or disseminated to any other person without Callan's permission. Certain information herein has been compiled by Callan and is based on information provided by a variety of sources believed to be reliable for which Callan has not necessarily verified the accuracy or completeness of or updated. This content may consist of statements of opinion, which are made as of the date they are expressed and are not statements of fact. This content is for informational purposes only and should not be construed as legal or tax advice on any matter. Any decision you make on the basis of this content is your sole responsibility. You should consult with legal and tax advisers before applying any of this information to your particular situation. Past performance is no guarantee of future results. For further information, please see Appendix for Important Information and Disclosures.

Investment Manager Asset Allocation

The table below contrasts the distribution of assets across the Fund's investment managers as of June 30, 2018, with the distribution as of May 31, 2018. The change in asset distribution is broken down into the dollar change due to Net New Investment and the dollar change due to Investment Return.

Asset Distribution Across Investment Managers

	June 30, 2018			Net New Inv.	Inv. Return	May 31, 2018		
	Market Value	Weight	Target			Market Value	Weight	Target
Vanguard US Stock Fund	\$18,735,042	44.02%	42.00%	\$1,965,125	\$113,967	\$16,655,949	40.96%	42.00%
Vanguard Intl Stock Fund	\$11,658,258	27.39%	28.00%	\$1,310,084	\$(205,237)	\$10,553,410	25.95%	28.00%
Fixed Income	\$10,735,007	25.22%	30.00%	\$0	\$(10,035)	\$10,745,042	26.42%	30.00%
Cash	\$1,434,129	3.37%	-	\$(1,278,185)	\$3,897	\$2,708,417	6.66%	-
OPEB Total	\$42,562,435	100.0%	100.0%	\$1,997,024	\$(97,408)	\$40,662,819	100.0%	100.0%

Investment Manager Returns

The table below details the rates of return for the fund's investment managers over various time periods ended June 30, 2018. Negative returns are shown in red, positive returns in black. Returns for one year or greater are annualized. The first set of returns for each asset class represents the composite returns for all the fund's accounts for that asset class.

Returns for Periods Ended June 30, 2018

	Last Month	Fiscal Year	Last 36 Months	Last 60 Months	Last 84 Months
Vanguard US Stock Fund	0.68%	14.82%	11.59%	13.27%	-
CRSP U.S. Total Market Idx	0.69%	14.83%	11.60%	13.28%	12.99%
Vanguard Intl Stock Fund	(2.06%)	7.12%	5.35%	6.44%	-
Vanguard Intl Blended Benchmark**	(2.03%)	7.58%	5.47%	6.54%	4.19%
Fixed Income	(0.09%)	(0.29%)	1.90%	2.66%	-
Blmbg Aggregate Index	(0.12%)	(0.40%)	1.72%	2.27%	2.57%
Cash	0.13%	1.16%	0.65%	0.40%	-
3-month Treasury Bill	0.17%	1.36%	0.68%	0.42%	0.33%
OPEB Total	(0.20%)	8.26%	6.87%	7.91%	6.51%
OPEB Benchmark*	(0.29%)	8.07%	6.90%	8.01%	6.34%
Annual Discount Rate: 7%					

* Current Month Target = 42.0% Russell 3000 Index, 30.0% Blmbg Aggregate and 28.0% MSCI ACWI ex US.

** Total International Composite Index through August 31, 2006; MSCI EAFE + Emerging Markets Index through December 15, 2010; MSCI ACWI ex USA IMI Index through June 2, 2013; and FTSE Global All Cap ex US Index thereafter.



Town of Fairfield Health Department 725 Old Post Road Fairfield, CT 06824

TO: First Selectmen, Board of Selectman, Board of Finance, Representative Town Meeting
FROM: Sands Cleary, Director of Health
SUBJECT: Per Capita Funding 14 Points Document
Date: August 8, 2018

1.) Background: As per CGS Sec. 19a-202, full time health departments receive \$1.18 per capita and are required to use per capita funding as it relates to the overall public health programs required of each local health department as defined in C.G.S. Section 19a-207a. This funding has been provided to the Town for several decades. In fiscal year 2019 Fairfield Health Department will receive \$64,338.51.

2.) Purpose and Justification: The State of Connecticut Department of Public Health (CTDPH) has been required to provide this funding to local health departments for several decades. This funding has largely been used to fund part time positions in the department. For the past several years this funding has supported two part-time positions including a clerical position and a Project Coordinator position. In addition these funds have supported sub-part time positions including an Assistant Project Coordinator, a data entry position and an intern. These positions are critical in assisting the department in implementing the CT Department of Public Health's goal of having all local health departments working toward national accreditation as well as maintaining progress on the Board of Health approved departmental strategic plan goals.

3.) Detailed Description of Proposal: The following is the estimated budget subject to change and approval by the State of Connecticut Department of Public Health.

Salary and Wages	\$62,880.00
Fringe	\$ 911.76
Office Supplies/Equip.	\$ 546.75
Total	\$64,338.51

4) Reliability of Estimated Costs: The history with positions funded by this grant provides a reliable estimate of costs.

5) Conductive to Increased Efficiency or Productivity: The process of working towards accreditation and our strategic plan goals necessitate a focus of efficiency and productivity through continuous quality improvement projects, workforce development, policy development and strategic planning. These positions are critical to that work.

6) Additional Long Range Costs: None. Any additional cost would be borne by the grant.

7) Additional Use or Demand on Existing Facilities: None

8) Alternatives to this Request: None.

9.) Safety and Loss Control: Positions are similar to existing positions with same training as required by full time staff.

10.) Environmental Considerations: None

11.) Insurance: The Town's Risk Manager has been consulted and no additional coverage is required.

12.) Financing: All costs are borne by the grant.

13.) Other Considerations: None

14.) Other Approvals: CT Department of Public Health

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH



Raul Pino, M.D., M.P.H.
Commissioner

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

SFY 2019 PER CAPITA FUNDING APPLICATION FOR:

Fairfield Health Department
725 Old Post Road
Fairfield, CT 06824

SFY 2019 Per Capita Allocation \$64,338.51

Population (2016) 61,160

This application certifies that Fairfield Health Department is in compliance with the following terms of the State Aid to Full-time Health Departments Program:

1. The city/town employs a duly authorized full-time Director of Health as defined in **C.G.S. Section 19a-200** "...such director of health shall serve in a full-time capacity, except where a town has designated such director as the chief medical advisor for its public schools under section 10-205, and shall not, during such director's term of office, have any financial interest in or engage in any employment, transaction or professional activity that is in substantial conflict with the proper discharge of the duties required of directors of health by the general statutes or the Public Health Code or specified by the appointing authority of the city, town or borough in its written agreement with such director..."
2. The Municipality shall provide a copy of the written agreement between the Director of Health and the Municipality, only if such agreement is expired or has been revised during the period July 1, 2018 through June 30, 2019.
3. The Health Department shall provide the services of a sanitarian certified under Chapter 395 as defined in **C.G.S. Section 19a-200(b)**.

Name of Sanitarian _____ License # _____

4. The Health Department shall receive \$1.18 per capita based on the most recent population figures if the following criteria are met as defined in **C.G.S. Section 19a-202**, "... (1) employs a full-time director of health, except that if a vacancy exists in the office of director of health or the office is filled by an acting director for more than three months, such municipality shall not be eligible for funding unless the Commissioner of Public Health waives this requirement; (2) submits a public health program and budget which is approved by the Commissioner of Public Health; (3) appropriates not less than one dollar per capita, from the annual tax receipts, for health department services; (4) has a population of fifty thousand or more..."

5. The Health Department shall use per capita funding that directly relates to the overall public health programs required of each local health department/district as defined in **C.G.S. Section 19a-207a**.
6. The Health Department must complete an annual report as defined in **C.G.S. Section 19a-200**.
7. If this grant application is approved, monies granted will not be used to substitute for funds budgeted for the health department under the normal budgetary process.
8. The information provided on behalf of the Health Department in this application and attachments is true and correct.

**Name of Individual
Completing the Application:**

(Please print or type)

Signature: _____

Director of Health:

(Please print or type)

Signature: _____

Chief Elected Official:

(Please print or type)

Signature: _____



Town of Fairfield

EMMET P. HIBSON, JR.
Director of Human Resources

725 Old Post Road
Fairfield, CT 06824

October 2, 2018

Betsy P. Browne
Town Clerk
Old Town Hall
611 Old Post Road
Fairfield, CT 06824

RECEIVED

OCT 3 2018

**TOWN CLERK'S OFFICE
FAIRFIELD, CT**

Dear Ms. Browne:

On September 21, 2018, the Town of Fairfield entered into a Tentative Agreement with the United Public Service Employees Union (THEA) regarding a successor collective bargaining agreement. Pursuant to section 7-474(b) of the General Statutes, I am communicating this Agreement within the required time frame of fourteen (14) days from entering the Agreement. Additionally, section 7-474 (b) of the General Statutes requires that the legislative body vote to approve or reject this Agreement within thirty (30) days after the expiration date of original fourteen (14) day period.

For purposes of planning, the RTM should be aware that the fourteen day period expires on October 5, 2018 and the RTM must vote on this Agreement by November 3, 2018. If the RTM elects not to accept or reject this Agreement by November 3, 2018, it becomes a valid agreement per the terms of section 7-474 (b) of the General Statutes.

Attached is a copy of the Agreement. I will provide the RTM with a financial analysis to aid in conducting its review and in reaching its decision. Thank you.

Sincerely,

Emmet P. Hibson, Jr.

CC: Mike Tetreau, First Selectman
Robert Mayer, Chief Fiscal Officer

Tentative Agreement

September 12, 2018

The Town of Fairfield ("Town") submits this off-the record financial proposal to The United Public Service Employees Union (UPSEU) Unit # 222, ("THEA") as follows:

1. There shall be a general wage increase, retroactive to July 1, 2017, of the following percentages:

Year	Percentage
7/1/17 – 6/30/18	2.0%
7/1/18 – 6/30/19	2.0%
7/1/19 – 6/30/20	2.0%
7/1/20 – 6/30/21	2.0%

2. Health care cost share as follows (not retroactive):

Year	Percentage
7/1/18 – 6/30/19	10.25 %
7/1/19 – 6/30/20	11.25%
7/1/20	12.25%

3. Effective upon ratification of the July 1, 2017 collective bargaining agreement, employees hired prior to July 1, 2011, enrolled in the PPO Plan shall contribute 12% of the premium or premium equivalent costs. Employees hired on or after July 1, 2011, enrolled in the PPO plan shall contribute 14% of the premium or premium equivalent costs.
4. The health care premium language shall be amended as per the attached addendum.
5. Effective January 1, 2019 retirees shall pay for Medicare carve-out coverage as follows.
 - a. Employees hired on or before December 31, 2018 – 13%;
Employees hired after January 1, 2019 – same as active members.
6. All other proposals by either party that are not in another MOU or that are not referenced herein are hereby withdrawn.

In Witness whereof, the parties have caused their names to be signed on this ____ day of September 2018.

Town of Fairfield

The United Public Services Union

By:



Emmet P. Hibson, Jr.
Chief Spokesperson

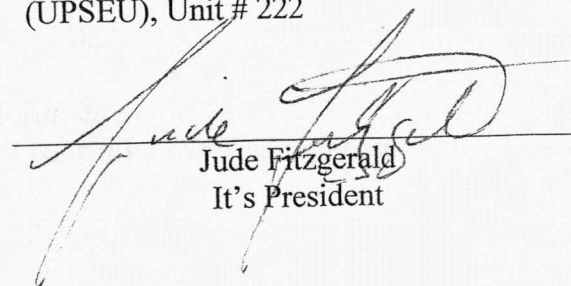
By:



Mark Sheehan
Staff Representative

The United Public Service Union
(UPSEU), Unit # 222

By:



Jude Fitzgerald
It's President

Health Care Premium Addendum

NEW CONTRACT LANGUAGE:

Employee contribution shall be based on the premium equivalent cost for the Union's plan(s) as set by the Town's health care consultant. The premium equivalent cost shall include expected claims plus administrative fees, stop loss fees, and network access fees, for a given year.

CURRENT CONTRACT LANGUAGE:

Premium equivalent costs shall include expected claims plus administrative fees, stop loss fees, and network access fees for a given year as determined, as determined by the Town's health consulting firm. Employee contributions shall be based on the blended budget book rate, as determined by the Town's Finance Department.

Chapter 84

Health

Article IV Reusable Checkout Bags

§ 84-27. Purpose

As plastic bags often are discarded into the environment, resulting in pollution of waterways, endangerment to marine life, and litter, the intent of this ordinance is to improve the environment in Fairfield by encouraging the use of reusable checkout bags and banning the use of plastic bags for the checkout of goods.

§ 84-28 Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section:

BUSINESS ESTABLISHMENT—any person, business, or non-profit entity that sells or provides merchandise, goods or material, including, without limitation, clothing, food or personal items of any kind, directly to a consumer, and includes, by way of example, not limitation, any grocery store, grocery delivery service, department store, hardware store, pharmacy, liquor store restaurant, catering truck, convenience store, hospital, library, school, including temporary vendors at farmers' markets, street fairs and school or Town sponsored events and facilities.

CHECKOUT BAG—a carryout bag that is used by a customer at the point of sale for the purpose of removing products purchased from or provided by a business establishment. The term "Checkout bag" does not mean product bag.

PLASTIC CHECKOUT BAG—a bag that is less than 12 mil thick that is made of plastic derived from fossil fuels or from a genetically modified organism bio-based source (such as corn or other plant sources), which is provided at checkout to transport items purchased from or provided by a business establishment.

PRODUCT BAG—a single use plastic or paper non-checkout bag, including but not limited to, newspaper bags, door-hanger bags, laundry dry cleaning bags, bags sold in packages containing multiple bags intended for use as garbage bags, pet waste bags, yard waste bags, and bags that are used by consumers inside stores to: Package bulk items such as fruit, vegetables, nuts, grains or candy; contain or wrap foods, meat, or fish, whether packaged or not; contain or wrap flowers, potted plants, or other items which are damp; contain unwrapped prepared foods or bakery goods; contain pharmacy prescriptions; or safeguard public health during transportation of medical waste.

RECYCLED PAPER CHECKOUT BAG—a paper bag that contains no old growth fiber and is 100% recyclable and contains a minimum of 40% post-consumer recycled content, and has printed in a highly

visible manner on the bag the words “Reusable” and “Recyclable”, the name and location of the manufacturer, and the percentage of post-consumer recycled content.

REUSABLE CHECKOUT BAG—a bag that is specifically designed and manufactured for multiple reuses and meets all of the following requirements:

- a. Can be cleaned or disinfected;
- b. Does not contain lead, cadmium, or any other toxic material that may pose a threat to public health;
- c. Has a minimum lifetime of one hundred twenty-five (125) uses, which means for the purposes of this Article the capacity to carry twenty-two (22) pounds one hundred twenty-five times over a distance of one hundred seventy-five (175) feet, or, if it is made from plastic, has a minimum thickness of twelve (12) mil.

§ 84-29 Prohibition on the Distribution of a paper Checkout Bag

No business establishment shall provide or sell a paper checkout bag the does not meet or exceed the specifications of a recycled paper checkout bag as defined in §84-28.

§ 84-30 Acceptable checkout bags

- A. A business establishment may provide consumers with a recycled checkout bag.
- B. A business establishment may sell consumers a reusable checkout bag, but not for less than the cost of a recycled paper checkout bag.
- C. Nothing in this Article shall prohibit a business establishment from encouraging and providing incentives for use of a reusable checkout bag. A business establishment may use credits or rebates for consumers who bring their own checkout bags for the purpose of carrying away goods.
- D. Nothing in this Article shall prohibit consumers from using bags or containers they have brought to a business establishment for the purpose of carrying away goods.

§ 84-31 Operative Date

This ordinance shall become operative six months following its effective date, which shall be the fifteenth day after it is passed, to allow retail establishments to dispose of their existing inventory of plastic checkout bags and convert to checkout bags permitted by this Article.

§ 84-32. Notification; Issuance of Citations

Upon notification that a violation exists, the Town of Fairfield Health Department will investigate and verify the non-compliance. The Health Department is authorized to enforce the ordinance as follows:

A. Notification of Violation.

The Health Department shall provide written notice to any Business Establishment which violates this ordinance. The notice of violation shall state the violation and the date by which said violation shall be remedied, which shall be 30 days from the date the citation is issued. Upon the failure to remedy the violation or commence corrective action to the satisfaction of the Health Department within the time specified in the notice, the Health Department shall issue a citation as provided for in Subsection B hereof.

Repeat offenders shall be issued additional citations without first receiving a notice of violation. Additional citations shall be issued no more frequently than ninety (90) days following a prior citation.

B. Citation Issuance.

The Health Department shall issue a warning for a first offense. Thereafter it shall issue a citation when a violation persists beyond the date by which the Health Department requires that the violation be remedied or beyond the date that corrective action be commenced.

The citation shall state:

- i. A description of the violation.
- ii. The initial fine of \$150.00 for a second offense and \$250 for any offense after the second offense plus such other penalties costs and/or fees due for each violation.
- iii. That after four (4) days from the date of the citation, each day thereafter that the violator has not sent notification of compliance to the Health Department shall constitute a separate violation and shall be subject to an additional fine in the same amount as the original fine.
- iv. That the uncontested payment of such fine(s), penalties, costs and/or fees shall be made within (10) days of the date of the citation.
- v. That such person may contest the liability before a citation hearing officer by delivering in person or by mail within ten (10) days of the date of the citation a written demand for a hearing.
- vi. That if such a hearing is not demanded, it shall be deemed an admission of liability and an assessment and judgment shall be entered against the person, and that such judgment may issue without further notice.

Any notice of violation or citation issued hereunder shall be sent to the person named in the citation by certified mail, return receipt requested and simultaneously by regular United States Postal Service mail.

Once a written demand for a hearing has been received by the Health Department, no additional citations shall be issued for the violation, nor shall daily fines be imposed until after the conclusion of the hearing procedure as set forth in § 84-34 hereof.

§ 84-33 Amount of Fine; Continuing Violations

- A. The fine for the second violation shall be \$150.00 and shall be \$250 for any subsequent violation, and shall be payable to the Town of Fairfield.
- B. Each occurrence of a violation, and each day that such violation continues, shall constitute a separate violation and shall be subject to a separate fine and may be cited as such.
- C. The person to whom a citation has been issued shall be responsible for reporting, in writing, subsequent compliance to the Health Department. Until such time, the fine(s) shall continue to be imposed on a daily basis.

§ 84-34 Hearing Procedure for Citations.

The procedures established in Chapter 11, titled Citations Hearings, will apply to citations issued under this Article.

MEMORANDUM

TO: Fairfield RTM

FROM: Heather Dean (RTM District 3)

RE: Proposed Reusable Checkout Bag Ordinance

DATE: October 5, 2018

As of October 4, 2018, four towns have adopted Reusable Checkout Bag Ordinances, most recently Weston, Stamford, Greenwich, with the oldest being Westport's ordinance enacted in 2009. Fairfield's proposed ordinance one is modeled after the Greenwich ordinance, which was largely modeled on more recent ordinances from other states, particularly California, which is a leader in this area.

The purpose of the ordinance is to persuade people and businesses to change their behavior, not to collect fines. As for compliance, Westport, after nearly a decade, has had only one reported violation that required enforcement by their Conservation Department. The other towns that have enacted similar ordinances have not had major problems getting cooperation, and the ordinances has brought inherent value to these communities, similar to having solar panels installed on your home, business or government buildings.

Because Connecticut burns its trash, retraining consumers and retailers to use reusable checkout bags will reduce any type of single use bag, whether paper or plastic, from being incinerated or from finding its way into our waterways.

For perspective, in 2009, a few dedicated RTM members tried unsuccessfully to put forward a similar ordinance. Imagine all the plastic and paper bags we could have eliminated from being burned had the RTM acted in 2009. Since 2009, the use of reusable bags has grown, demonstrating our community's increased environmental awareness. Let's work together to be environmentally responsible and make Fairfield an early leader in this trend.

Additional co-sponsors are welcome.

Chapter 45

ALARMS

GENERAL REFERENCES

Civil defense warning signals — See Ch. 61. Noise — See Ch. 78.

§ 45-1. Purpose; applicability.

- A. The purpose of this Alarms Chapter is to encourage security alarm users to maintain the operational reliability and the proper use of alarm systems in limiting unnecessary responses to false alarms.
- B. This chapter governs burglary, robbery and alarm systems, provides penalties for violators and establishes a system of administration.

§ 45-2. Definitions and word usage.

- A. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and vice versa. The word "shall" is always mandatory and not merely directly.
- B. For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

ALARM ADMINISTRATOR — A person or persons designated by the Chief of Police to administer, control and review false alarm notifications.

ALARM OWNER/USER — Any person, firm, corporation or other business entity who or which controls, operates or maintains any alarm system.

ALARM (MONITORING) STATION — An office to which remote alarm devices transmit signals where operators monitor those signals and relay information to the Police Department.

ALARM SYSTEMS — An assembly of equipment and devices, or a single device, arranged to signal the presence of a hazard requiring urgent attention and to which Police Department personnel are expected to respond. Excluded from this definition are smoke detectors which do not signal outside the alarmed premises, alarm systems on motor vehicles and boats and alarm systems which signal the presence of a fire.

AUTOMATIC TELEPHONE DIALING ALARM — An alarm system which automatically sends over regular telephone lines a prerecorded voice message or coded signal indicating the existence of an emergency situation the alarm system is designed to detect.

FALSE ALARM — The activation of an alarm system to which the Police Department responds and which is not caused by a criminal act or other emergency. This does not include the activation of an alarm by circumstances normally attributed to extreme weather conditions or a prolonged power outage of four hours or more.

~~FISCAL YEAR — The twelve-month period beginning July 1 of any year and ending on June 30 of the following year.~~

KEY HOLDER — Any person holding the key or keys necessary to gain ingress to and egress from the site of the alarm system by permission of the alarm owner/user.

§ 45-3. Requirements.

- A. No alarm system shall be installed by other than a licensed person or other person meeting the requirements set forth in the Building and Electrical Codes of the State of Connecticut.
- B. No alarm system shall be installed unless a permit has been obtained from the Town of Fairfield Building Official or his designated representative, as is required by the Building and Electrical Codes of the State of Connecticut.
- C. All alarm monitoring stations are responsible for contacting key holders. This shall not be the responsibility of the Town of Fairfield or its agents.

§ 45-4. Automatic telephone dialing alarms prohibited.

Automatic dialing services coming directly into the communications center of the Police Department are prohibited in the Town of Fairfield.

§ 45-5. Timing devices.

- A. Except as otherwise provided by law, no alarm system which produces an exterior audible sound shall be installed unless its operation is automatically deactivated after no more than 15 minutes of operation.
- B. Within 60 days from the effective date of this chapter, preexisting alarm system which produce audible sound shall be retrofitted so that they are automatically deactivated after no more than 15 minutes of operation.

§ 45-6. Auxiliary power.

- A. All alarm systems installed after the effective date of this chapter shall have their own auxiliary rechargeable power source that meets or exceeds Underwriters' Laboratories, Inc., standards of at least four hours' duration, which shall be maintained in good working order.
- B. Within 60 days from the effective date of the chapter, preexisting alarms shall be retrofitted to have an auxiliary rechargeable power source that meets or exceeds Underwriters' Laboratories, Inc., standards of at least four hours' backup power.

§ 45-7. False alarms.

- A. It shall be the responsibility of the Police Department to monitor and keep records of the alarms received. In order to discourage false alarms, the following schedule shall be set forth: after ~~three~~two false alarms in the course of a ~~fiscal one-year~~ period, measured from the date of the first false alarm, a letter will be sent to said alarm owner/user informing the alarm owner/user that any further issuance of false alarms will incur a penalty and warning the alarm owner/user that the alarm system should be inspected and the Police Department notified of corrective action taken.
- B. A Fairfield Police Department alarm report copy will be issued upon each response to alarmed premises and will suffice as notification of alarm activation.
- C. For the ~~fourth~~third false alarm in the course of a ~~fiscal one-year~~ period, measured from the date of the first false alarm, ~~alarm owner/user shall be fined \$35.~~
- ~~D. For the fifth through the seventh false alarms in the course of a fiscal year, the alarm owner/user shall be fined \$50.~~
- ~~D. per false alarm.~~
- ~~E. For the fourth and fifth false alarms in the course of a one-year period, measured from the date of the first false alarm, the alarm owner/user shall be fined \$75 per false alarm.~~
- ~~E. For the sixth false alarm in the course of a one-year period, measured from the date of the first false alarm, the alarm owner/user shall be fined \$100.~~
- ~~E. If the alarm owner/user causes more than seven false alarms in the course of a fiscal year, one-year period, measured from the date of the first false alarm, the alarm owner/user shall be fined \$125 for the seventh false alarm and each further subsequent false alarm shall warrant a fine that occurs during the course of \$99 for each false alarm that one-year period.~~
- ~~F.G.~~ Failure to pay any such charges within 30 days shall constitute a violation of this chapter, and the alarm owner/user is subject to an additional fine of ~~\$99~~\$125.
- ~~G.H.~~ A thirty-day grace period will be granted for all newly installed burglary alarm systems. During that time, no penalty shall be assessed. Additional time may be granted by the Chief (or designee). The grace period begins on the date the newly installed alarm is inspected and approved by the Town of Fairfield Building Department.

§ 45-8. Intentional false alarms.

- A. No person shall knowingly or intentionally activate any alarm system when no police emergency exists. Any person who violates this subsection shall be fined ~~\$99~~\$125 and, when applicable, may be additionally subject to prosecution under the Connecticut General Statutes for falsely reporting an incident.

B. No person shall knowingly or intentionally test, repair, adjust, alter or perform maintenance on an alarm system, or cause the same to be tested, repaired, adjusted, altered or maintained, if such action results in a false alarm, without first notifying the Police Department and/or monitoring company of such test, repair, adjustment, alteration or maintenance. When there is a reasonable need to consider public safety, the Chief (or designee) may restrict or refuse to permit the testing, repair, adjustment, alteration or maintenance.

(1) Any person who violates Subsection B will be issued one warning.

(2) The second and subsequent false alarms (per this subsection) shall be fined ~~\$99~~125.

§ 45-9. Appeals; hearing.

A. Whenever a charge for a false alarm is imposed against the alarm owner/user, said alarm owner/user may, within 30 days of imposition, appeal the charge by filing a written notice of appeal with the Alarm Administrator. A hearing shall be scheduled within 20 days of receipt of the appeal.

B. This hearing shall be conducted by a hearing officer(s). Hearing officers are to be appointed by and to serve at the pleasure of the First Selectman. All hearings shall be conducted in accordance with the provisions of the Connecticut General Statutes, Section 7-152c, as amended.

§ 45-10. Penalties for offenses.

~~Any~~In addition to the other penalties specifically provided in this chapter, any person who performs or causes to be performed any of the following acts shall be subject to a penalty not to exceed ~~\$99~~125 for each such act:

- A. Failure to meet the requirements set forth in the provisions of § 45-3A and B.
- B. Use of an automatic dial alarm, in violation of the provisions of § 45-4.
- C. Failure to install or maintain an exterior audible timing device, in violation of the provisions of § 45-5.
- D. Failure to install or maintain an auxiliary power source as mandated by § 45-6.
- E. Failure to make timely payment of fines in violation of § 45-7. This penalty is in addition to the original fine.

§ 45-11. Payment of fines; ~~data~~.

~~A.~~ Fines may be paid at police headquarters during business hours of 8:00 a.m. to 4:00 p.m. or through the mail. (Payment by mail should be made by check or money order only; no cash.)

Formatted: Indent: Left: 0", First line: 0"

~~B. Data on alarms is only available during normal business hours.~~

§ 45-12. Failure to pay fines.

- A. If any person fails to pay within 30 days any fine or charge imposed, interest shall accrue at the highest rate allowed by law.
- B. If, after a period of three months, an alarm owner/user fails to pay any fine/charges, the matter will be turned over to the Town Attorney for any legal action necessary for collection. The alarm owner/user will be responsible for legal/court fees.

§ 45-13. Exceptions.

- A. The provisions of this chapter shall not apply to alarm devices owned and operated by the Town or one of its departments or agencies, including the Board of Education, the State of Connecticut or the United States of America, nor to alarm devices installed in motor vehicles or boats, unless said motor vehicles or boats are used as dwellings or businesses.
- B. The department head having control over the building owned by the Town of Fairfield or one of its agencies, the State of Connecticut or the United States Government shall receive notification of false alarms so that corrective measures may be taken to avoid future unnecessary dispatches.

§ 45-14. Disclaimer of liability.

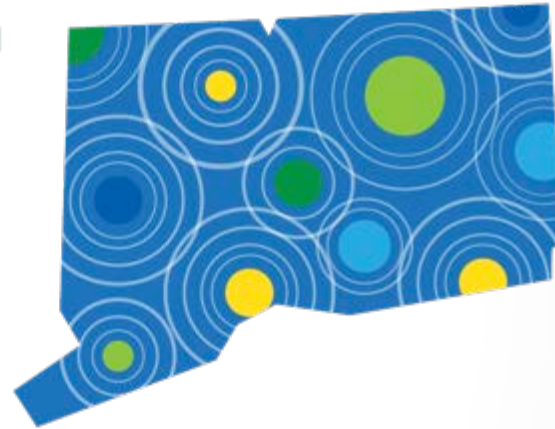
Except as expressly provided herein, the Town, its departments, officers, agents and employees shall be under no obligation whatsoever concerning the adequacy, operation or maintenance of any alarm system or central monitoring station. No liability whatsoever is assumed for the failure of such alarm systems or central monitoring station or for failure to respond to alarms or for any other act or omission in connection with such alarm systems. Each alarm owner/user shall be deemed to hold and save harmless the Town, its departments, officers, agents and employees from liability in connection with the alarm owner/user's alarm device.

§ 45-15. Annual Registration Requirement.

All alarm owner/users shall be required to register their alarm system with the Alarm Administrator on an annual basis by March 1st of each calendar year. The Fairfield Police Department may charge a fee for registration not to exceed \$15 per registration. Any failure to register an alarm system in accordance with this section shall constitute a violation of this section and may be punishable by a fine of \$50.

Sustainable CT

Local Actions. Statewide Impact.



Representative Town Meeting
October 22, 2018

About Sustainable CT

- Voluntary certification program to recognize thriving & resilient municipalities.
- Provides a wide-ranging menu of best practices, grants portal & listing of resources.
- Fairfield formally joined the program in late March 2018



RTM votes unanimously to join program on 3/26/18

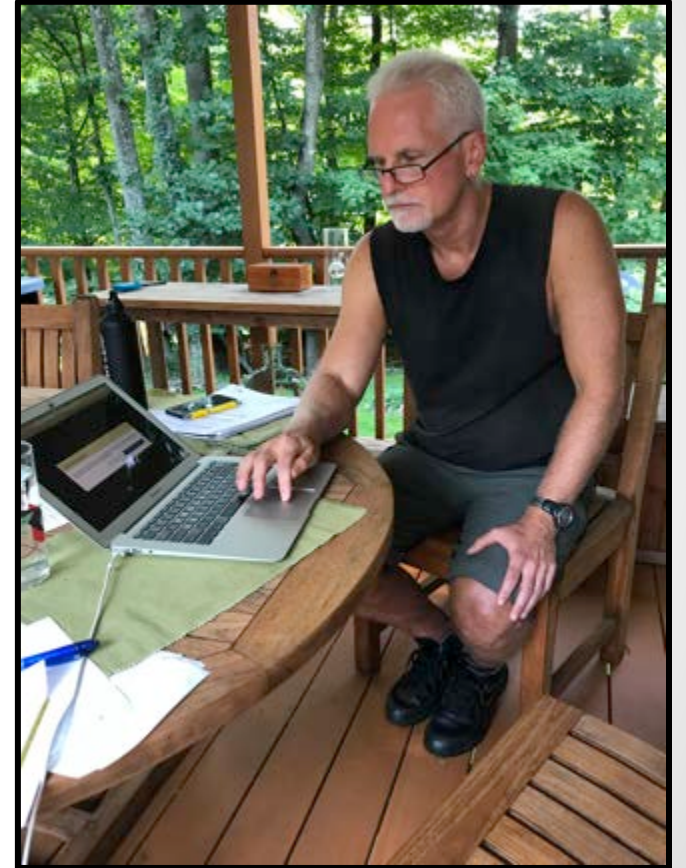
Contributors

Departments: Building ❖ Community & Economic Development ❖ Conservation ❖ Education ❖ Engineering ❖ Finance ❖ Fire ❖ First Selectman's Office ❖ Health ❖ Human/Social Services ❖ Information Technology ❖ Legal ❖ Libraries ❖ Parks & Recreation ❖ Police ❖ Public Works ❖ Purchasing ❖ Solid Waste & Recycling ❖ Tax Assessor ❖ Town Plan & Zoning ❖ Tree Warden

Others: Economic Development Commission ❖ Flood & Erosion Control Board ❖ Bicycle & Pedestrian Committee ❖ Sustainable Fairfield Task Force ❖ Forestry Committee ❖ Mill River Wetlands Committee ❖ Operation Hope ❖ Fairfield Chamber of Commerce ❖ MetroCOG ❖ Fairfield Museum & History Center ❖ Fairfield Theatre Company ❖ Fairfield Senior Advocates ❖ FairPLAN ❖ Greater Bridgeport Youth Orchestra ❖ Pequot Library ❖ Music for Youth ❖ PTA Council ❖ Wakeman Boys & Girls Club ❖ ArtPlace ❖ Cultural Alliance of Fairfield County ❖ Council of Churches of Greater Bridgeport ❖ Live Green CT

Fairfield Earns Silver!

- 64 Towns Registered
- 17 Bronze Level
- 5 Silver Level (Highest Level 2018)
- 33/55 Actions Completed
- 560 Points
- Summary: <https://tinyurl.com/y96kpsnc>



Application submitted on 8/24/18

1. Thriving Local Economies

1.1 Support redevelopment of brownfields

1.2 Implement sustainable purchasing

1.3 Inventory & promote local retail options

1.4 Provide resources & supports to local businesses

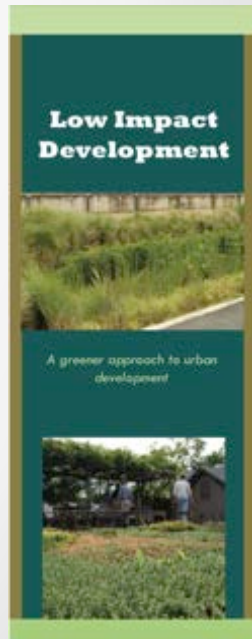
1.5 Promote sustainable workforce development

1.6 Participate in & promote C-PACE



2. Well-Stewarded Land & Natural Resources

- 2.1 Provide watershed education
- 2.2 Create a watershed management plan
- 2.3 Engage in watershed protection & restoration
- 2.4 Develop an open space plan
- 2.5 Create a natural resource & wildlife inventory
- 2.6 Manage for drought & municipal water use
- 2.7 Provide education on water conservation
- 2.8 Implement low impact development
- 2.9 Manage woodlands & forests
- 2.10 Facilitate invasive species education & management
- 2.11 Implement green grounds & maintenance program



3. Vibrant & Creative Cultural Ecosystems

3.1 Map tourism & cultural assets

3.2 Support arts & creative culture

3.3 Develop a creative placemaking plan

3.4 Provide an arts & culture program for youth



ART
Fairfield
WALK



4. Dynamic & Resilient Planning

4.1 Integrate sustainability into plan of conservation & development & zoning

4.2 Adapt permitting process to promote sustainable development

4.3 Develop agricultural-friendly practices

4.4 Assess climate vulnerability

4.5 Inventory & assess historic resources

4.6 Streamline solar permitting for small solar installations



5. Clean & Diverse Transportation Systems & Choices

5.1 Implement complete streets

5.2 Promote effective parking

5.3 Encourage smart commuting

5.4 Support zero emission vehicle deployment

5.5 Promote public transit & other mobility strategies



6. Efficient Physical Infrastructure & Operations

6.1 Benchmark & track energy use

6.2 Reduce energy use across all municipal buildings

6.3 Achieve high performance for individual buildings

6.4 Increase use of renewable energy in municipal buildings

6.5 Develop a municipal energy plan

6.6 Manage municipal fleets

6.7 Install efficient street lights

6.8 Implement a community energy campaign



7. Strategic & Inclusive Public Services

7.1 Hold a sustainability event

7.2 Provide effective community communications

7.3 Train municipal commissions

7.4 Encourage healthy & sustainable food networks

7.5 Report materials management data & reduce waste

7.6 Implement SMART waste management

7.7 Recycle additional materials

7.8 Develop a food waste reduction campaign

7.9 Conduct health impact assessments

7.10 Encourage smoke-free & tobacco-free public spaces



8. Healthy, Efficient & Diverse Housing

8.1 Design & implement a housing needs assessment

8.2 Grow sustainable & affordable housing options

8.3 Benchmark energy & water use for multifamily housing



9. Inclusive & Equitable Community Impacts

9.1 Optimize for equity

- Local Food For All
- Communications Strategy
- Housing Needs Assessment



Sustainable CT Equity Toolkit

This toolkit was developed by the Sustainable CT Equity Working Group drawing heavily from the Seattle Race & Social Justice Initiative's [Racial Equity Toolkit](#), the City of Portland's [Racial Equity Toolkit](#), and the Government Alliance on Race & Equity's [Racial Equity Toolkit](#).

To satisfy the Optimize for Equity action:

1. Apply this toolkit to each Sustainable CT action that you are including in your Optimize for Equity action submission.
2. Start using this toolkit before you begin your Sustainable CT action. There are a series of questions to consider at three points of your action process: before (action planning), during (action implementation), and after (action evaluation).
3. Complete and submit one document that includes answers to each question listed below for each Sustainable CT action after you have completed the evaluation portion of the worksheet. The document you submit must be signed and dated by your elected official.

Action Planning: Complete this portion of the toolkit before you begin your action.

Title of Sustainable CT Action: _____

10. Innovation Action (Optional)

10.1 Implement your own sustainability action – Community Resilience Building Workshop



Coming Attractions

- Update Plan of Conservation and Development
 - Integrate sustainability principles in wide range of actions
 - Include Hazard Mitigation Plan goals
 - Reduce dependence on fossil fuels, underground metals, minerals, chemicals and unnatural substances
 - Reduce actions that negatively impact nature
 - Meet human needs fairly and efficiently

Town Plan of Conservation and Development



Coming Attractions

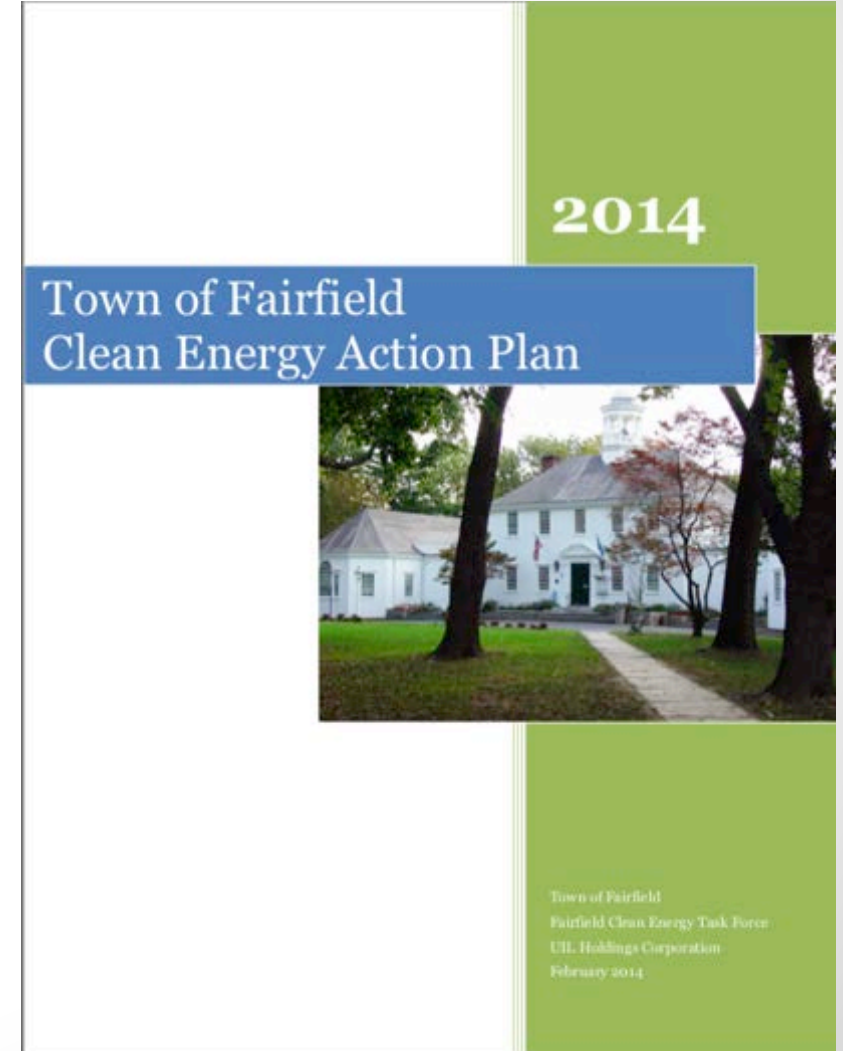
- SMART/Pay As You Throw Waste Management
 - Unit-based pricing for trash disposal
 - Intended to help municipalities achieve State goals of doubling source reduction/recycling rate by 2024
 - Conserves natural resources, reduces water use, reduces emissions of air & water pollutants, saves energy
 - Challenge: Most residents use private haulers that may resist changes in pay structure



Town of Stonington, CT
Unit-Based Pricing Program

Coming Attractions

- Update & Ratify Municipal Energy Plan
 - Maintain energy & input water use data in Portfolio Manager for all major town & school buildings
 - Establish aggressive energy reduction targets using energy efficient technologies, management and behavioral changes
 - Adopt renewable technologies wherever technically feasible
 - Transition municipal fleet towards zero to low emission vehicles
 - Encourage residents & businesses to reduce energy use in their homes & vehicles



Key Links

- Community Resilience Building Workshop – Summary of Findings (June 2018): <https://tnc.app.box.com/s/2lk2fo0rvpt3dwhrv839if3awbze17wm>
- Complete Streets Policy: https://www.fairfieldct.org/filestorage/10726/10990/10994/15957/73404/Complete_Streets_Policy.pdf
- Local Food For All: <https://www.fairfieldct.org/localfood>