



Fairfield Fire Department

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Ladder Truck- \$1,400,000

1. Background-

In accordance with the Fairfield Fire Department apparatus replacement program, the department is requesting the replacement of LSN 52, a 2007 Ferrara/LTI Ladder truck. A ladder type fire truck is a specialized type of apparatus that carries collapsible ground ladders up to 40' in reach, a vehicle mounted, hydraulically operated ladder reaching up to 100', and all equipment required by the National Fire Protection Association to meet the minimum requirements for a ladder service company. This truck is normally staffed with three (3) firefighters responsible for both the positioning, setup and operation of the aerial device as well as numerous fire ground responsibilities involving work on ladders and roofs. At any one time, there are a minimum of five (5) pumper trucks in service in the Town of Fairfield positioned strategically in each of the department's five (5) fire stations. Based on the manpower distribution and the standard tactical capabilities/limitations, a typical residential building fire requires the predetermined response of 4 pumper trucks along with 1 ladder truck, 1 rescue truck and a shift commander to ensure adequate personnel and equipment are on scene to protect the public and conduct safe operations. Commercial Building and special hazard fires may require additional resources including mutual aid from neighboring communities.

Fire apparatus are specialized vehicles that are designed and constructed for specific firefighting functions. The construction of fire apparatus is more similar to building a house than that of a vehicle. All fire apparatus must meet rigid national safety standards and are not purchased as a standard item due to the many local variables including climate, hose threads, and local department needs. The reliability of fire apparatus and the installed equipment directly impacts the fire department's ability to accomplish its mission of saving lives and property.

The need for replacement of this vehicle and the entire fire apparatus replacement program was presented to the BOS, BOF and RTM committees during the 2014/15 budget cycle. As noted in the department's apparatus replacement program, the replacement of this apparatus is on schedule. The updated replacement program is attached.

2. Purpose and Justification-

The current 12 year old vehicle is assigned to the Jennings Road Fire station, has 74,299 road miles, over 7,732 engine operating hours and more than 256 hours of Ladder operation. Differing from standard vehicles, fire apparatus often operate at emergency scenes for many hours under demanding conditions. Truck manufacturers have developed a calculation based on 1 hour = 50 road miles to account for this type of wear and tear. Based on this formula, Ladder 2's engine hours are the equivalent of 386,600 road miles and takes into account that, unlike over the road trucks, fire apparatus spend the vast amount of operating time making relatively short responses with most time in stationary or pump operation. In 2018, the truck was out of service for separate repairs of varying severity due to mechanical breakdowns and preventative maintenance. The department has an aggressive vehicle maintenance program in place and has made expenditures to keep this truck in front line service. As this is the only full service 100' ladder apparatus in town, there is no reserve 100' ladder truck available to cover when this truck is out of service for repairs. The apparatus has been involved in a number of minor accidents over the years, has suffered engine, transmission, steering, ladder supporting structure, electrical, corrosion repairs and has required cosmetic repairs throughout the course of its service life. We anticipate repairs in 2019 to the suspension and generator.

Being 12 years old, the current Ladder 2 is out of compliance with the most current NFPA apparatus standards and lacks the modern safety features that protect firefighters while working at elevation. Fire apparatus are custom designed vehicles based on very specific

criteria. As such, the manufacturing process takes up to 1 year from the time the bid is awarded. This delay requires planning and adherence to the replacement schedule to avoid apparatus shortages.

The Fairfield Fire Department is seeking to purchase a tower ladder type apparatus that incorporates a wide base, 100' hydraulically operated ladder for climbing/egress and adds the safety of a platform with railings for both firefighters and civilians to operate on the ladder at height without risk of fall or injury. The department has long looked at the safety benefits of the tower ladder type apparatus due to changes in local construction but previous designs were too large, too heavy, did not have a climbing ladder and required the platform base to overhang the truck making it very long and susceptible to damage. Additionally, older designs would not fit into Fairfield Fire Stations due to both height and length restrictions and would have required capital improvements to the stations to raise ceilings and enlarge the doorways.

With improvements in modern materials, engineering, and technology, a new class of tower ladder is now available that will enhance public safety and fit in Fairfield's fire stations without costly modification. This design takes into account the changing town landscape, increasing hazards of larger buildings and will meeting the future growth needs of the Town of Fairfield. The design the department is seeking is shorter in vehicle height, smaller set up footprint at emergency scenes and is approx. 10,000 pounds lighter than the current ladder truck. The most significant safety enhancement is the incorporation of a 1,000 pound rated platform or bucket that allows firefighters to control the aerial device from the tip while safely delivering all required tools and equipment or removing victims from both elevated (roof) and below grade (water/creek) positions. The truck incorporates full safety controls that prevent vehicle damage when vision is obscured and high capacity hydraulic controls that allows for faster setup freeing up firefighters to complete time sensitive tasks on the fire ground. From a design perspective, the travel length is shorter and the platform is recessed and protected by the truck body eliminating the traditional overhang hazards. The truck has a smaller 6 point stabilizing system that is computer controlled and prevents operator setup error.

While a 100' foot long ladder sounds like it is more than is needed to reach the top of any building in Fairfield, the reality is that it cannot. The effectiveness of a ladder is directly related to how close the truck can get to a building. The farther the truck is from the building, the lower the height can be reached. This is greatly impacted by the distance of the house from the street, access to drivable surfaces rated for vehicle traffic (not grass and lawn) and parked cars that often impede access or the ability of the ladder to set the trucks outriggers. This truck will complement the Quint type pumper with a 75' ladder purchased in 2016 and offers greater versatility and safety while operating at high-rise college dormitories and classrooms, commercial buildings and newly constructed mixed occupancy multiple family apartment type buildings such as those on Commerce Drive and Black Rock Turnpike with limited access driveways.

This request is approximately \$200,000 more than was the figure entered in 2014 in the Town's Waterfall Plan. The primary drivers of this are: increasing costs of construction materials and labor; additional life safety systems including an operating platform and computer assisted safety controllers; and the engineering of major components to make the truck more compact while maintaining function.

3. Detailed Description of Proposal-

The need for apparatus replacement is well documented in the current department apparatus replacement program which was distributed to all members in prior budget cycles and is available upon requested. As was previously reported, due to the long length of anticipated service both frontline (12 years) and unmanned (10-12 years), it is critical to maintain and replace fire apparatus on schedule. Based on the replacement schedule, the department's apparatus design committee has brought in various apparatus manufacturers and have reviewed many different styles of apparatus. The focus of the research has been based on improving firefighter safety and efficiency at emergencies; cost; speed of operation; accident prevention; modern safety controls; and reducing the size and weight of the truck to fit in Fairfield's smaller stations without modification. The apparatus design committee has begun developing basic specifications for a replacement tower ladder to meet the long term needs of the organization.

This proposal is to replace the current ladder truck with a modern tower ladder type apparatus. Previous attempts to purchase this type apparatus were not achievable due to larger size, engineering and fire station limitations. The current ladder truck will be placed into unmanned service at station 2 and will be utilized for service during preventive maintenance and repairs, when units are sent out of town for mutual aid to provide local coverage and during large local emergencies as needed. If replacement remains on schedule, we anticipate 10 – 12 years of reserve service from current ladder truck during the 12 years of front line service from the replacement truck. As this truck is smaller and lighter than the current ladder truck, apparatus will NOT need to be reallocated throughout the town to maintain services.

Cost Estimate, including design, construction and ancillary equipment: \$1,400,000

4. Reliability of Cost Estimate-

On a scale of 1 to 10, the reliability of this estimate is a 9.0.

5. Increased Efficiency and Productivity-

Our proposed tower ladder apparatus will be in compliance with current EPA requirements for pollution and fuel efficiency. The truck will be designed so as not to require additional staffing beyond the 3 members currently assigned and will accommodate up to four in the event of significant storm or natural disaster. The tower ladder type apparatus adds dramatic safety enhancements and operational capabilities that are not currently available on Ladder 2.

The design of this truck has been completely re-engineered based on years of fire service input. A tower ladder can function both as a movable platform with a railing and safety harness that personnel ride in or as a traditional climbing ladder. Modern designs reduce the personnel required to set up the apparatus allowing them to get into the fight more quickly when they arrive. Computer controls and sensors prevent accidental damage to the truck from occurring when operating the ladder in smoke and fog. Personnel that need to work on the roof or rescue a civilian from a window will have all tools immediately available to them in the newly designed platform reducing the delays of climbing up and down a ladder with equipment or trying to coax a civilian to step onto a ladder from a building.

All new apparatus purchases are specified with a 5 year bumper to bumper warrantee to reduce potential costs of major component failures and freeing up maintenance personnel.

6. Additional Long Range Costs-

There will initially be some reduction in maintenance costs, as this will be a new piece of equipment. Sticking to the apparatus replacement program allows for a more balanced and predictable bonding cycle due to the minimization of multiple apparatus purchases in a single budget.

7. Additional Use or Demand-

As previously stated, this apparatus will have additional rescue capabilities not currently available on the current ladder truck. The addition of an elevating platform with protected operator controls and safety harnesses will allow it to operate more closely to the hazards while enhancing safety, precision and control. Personnel will be able to remain secured to the apparatus while operating above a fire and protected in the event of a roof collapse or for fires involving solar panels. Solar panel installations are now very common in Fairfield and have introduced a new hazard to firefighters operating on roofs, especially when the solar panel is burning. It is critical to keep firefighter off of these panels as they extinguish fires as they cannot be de-energized as long as there is a natural or artificial light source present.

8. Alternatives to This Request-

The alternative to this request is to purchase a traditional ladder truck without the platform.

While traditional ladder trucks remain available for purchase, the limited safety enhancements, larger size, and reduced operational capabilities make them less effective for Fairfield's changing profile. Many buildings in town are growing in size and complexity. In just the past year, during 3 separate fires in Fairfield, occupants jumped from upper floors roofs and/or windows due to the speed of fire spread inside the residences. The speed and ease of apparatus set up on the fire ground are critical for everyone's safety. The proposed truck only requires one person to set up immediately freeing up two firefighters to quickly enter the building to extinguish fire or to remove occupants.

After extensive research and testing, the fire department does not recommend this alternative.

9. Safety-

As Stated under justification, the present Ladder 2 is not compliant with current NFPA standards for fire apparatus. Requirements for new apparatus include passenger air bags, improved seat belt systems, additional safety markings and operator safety controls that can prevent damage to apparatus. The current Ladder 2 remains a safe apparatus and will serve the department well over the next 12 years

as a reserve truck if removed from front line service on schedule and properly maintained. The current ladder truck was recently repaired due to extensive corrosion damage to the stabilization system. New apparatus are being treated with corrosion resistant materials but manufacturers still refuse to warrant against premature corrosion damage to frames and structural members.

The tower ladder type truck will greatly enhance field operations and make the fire ground safer for both the firefighters and civilians alike. With a short travel height, it will not be as susceptible as the current ladder truck to tree branch and wire damage during storms. The lighter weight will reduce the occurrence of property damage and normal wear and tear. The smaller operating footprint will allow the truck to work closer to the building and in smaller access driveways and roadways common to recent building developments. The addition of the operator platform rated for moving loads up to 1000 pounds without the need to climb and carry equipment will reduce the probability of injury during climbing. The enhanced speed and reduced set up time will allow members to quickly access both elevated and below grade emergency scenes to accomplish the mission.

10. Environmental Considerations-

New diesel engines must comply with significantly more stringent rules governing exhaust emissions than the current in service pumper. These engines burn cleaner and hotter through the use a diesel exhaust fluid and high temp run cycles to incinerate toxins more effectively. The reduction of black diesel fumes near and the around the truck is the most significant observable improvement,

11. Insurance- N/A

12. Financing-

Project bonded as part of non-recurring capital budget for FY2019-20.

13. Other Considerations-

The Fairfield Fire Department is working to support future town economic growth through proactive apparatus operational planning. Many town properties are being sold to developers as 1 ½ story single family homes are being converted into large residential projects with limited access. Extensive capital building projects on the Town's two college campuses continue to challenge the department's ability to respond effectively to emergencies. While growth is good, infrastructure improvements are also required to support this future growth. Fire apparatus are long term investments that need to not only take into account todays buildings and hazards, but what will be built in the next 5, 10 and 15 years.

14. Approvals-

Board of Selectmen, Board of Finance, RTM

A RESOLUTION APPROPRIATING \$1,400,000 FOR THE COSTS OF A TOWER LADDER FIRE TRUCK WITH A HUNDRED FOOT HYDRAULICALLY OPERATED LADDER AND ANCILLARY EQUIPMENT AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION.

Resolved:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of One Million Four Hundred Thousand and 00/100 (\$1,400,000.00) Dollars to fund all costs associated with the acquisition of a tower ladder fire truck with a hundred foot hydraulically operated ladder and ancillary equipment, including design and other soft costs (the "Project").
2. To finance such appropriation, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield shall borrow a sum not to exceed One Million Four Hundred Thousand and 00/100 (\$1,400,000.00) Dollars and issue bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act), Chapter 173 (School Building Projects) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of

proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The bonds may be designated "Public Improvement Bonds," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than fifteen (15) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than fifteen (15) years from the date of issue. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
6. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as

amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

7. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
8. The First Selectman, Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.
10. The First Selectman or other proper Town official is hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of any Project, and to take all action necessary and proper in connection therewith.

FAIRFIELD FIRE DEPARTMENT

Vehicle Replacement Program

Projected Replacement Schedule from 2017 through 2025



Revised December 2017

Table of Contents

Introduction	3
Types of Fire Apparatus and their Function	3
Engine Type Apparatus (aka “Pumper”).....	3
Ladder Type Apparatus	4
Quint Type Apparatus	4
Rescue Type Apparatus	5
Command Vehicle.....	5
Specialty Vehicles, Marine Vessels, and Trailers.....	5
Staff/Support Vehicles.....	6
Background and Significance.....	6
Life Cycle of an Apparatus	7
Life Cycle of an Apparatus.....	7
Frontline or Reserve.....	7
LSN – Life Time Service Number Compared to Unit Number	7
Current Apparatus Deployment, Age, and Mileage.....	8
Deployment of Frontline Apparatus	8
Deployment of Reserve Apparatus.....	8
Recommended Replacement Schedule by Type of Apparatus.....	9
Engines and Ladders by Projected Replacement Year	9
Table showing Adjusted Apparatus Mileage for Reserve Apparatus	9
Replacement Factors	10
LSN 11 Current Engine 4.....	10
The Unknown Factors to Predicting Service Life	10
Reserve Apparatus	10
Command and Staff Vehicles	11
Command and Staff Vehicles by Replacement Year.....	11
Fairfield Fire Corrosion Mitigation Plan.....	12
Manufacturing Changes and Options to Reduce the Impact of Road Treatments	13-14
Summary.....	14

Appendix A: Listing of Apparatus and Vehicles..... 15-16

INTRODUCTION

The Fairfield Fire Department first researched and developed a formal Vehicle Replacement Program in 1995 following the purchase three (3) frontline fire apparatus in a single budget year. Fire apparatus under normal operating conditions are designed to have a defined life span that can be predicted based on their anticipated use, function, and design. As such, this document identifies the replacement criteria and time frames for each type of apparatus based on its use.

The goals of this replacement program are as follows:

- Provide for the needs of the department due to the dynamic nature of emergency response to fire, medical, chemical, and rescue type incidents on land or water.
- Provide safe and reliable apparatus that meet or exceed current safety standards including NFPA, OSHA and DOT.
- Develop a responsible and justifiable replacement schedule based on industry standards, department history and the number and type of responses.
- Reduce maintenance costs secondary to decreasing availability of older parts for apparatus.
- Reduce town costs by providing a replacement schedule, which will prevent the purchase of multiple apparatus in a single fiscal year.

Types of Fire Apparatus and their Function

Fire apparatus are specialty vehicles that are designed to perform specific functions at emergencies. These functions vary by department and staffing levels and can be separated into the following general classifications of vehicle. All fire apparatus is multifunctional (fire, medical, rescue) however their classification is based on the tools and personnel's primary role at the scene of a fire.

Engine Type Apparatus (aka "Pumper")

The primary function of an engine company is to attack and extinguish fire.

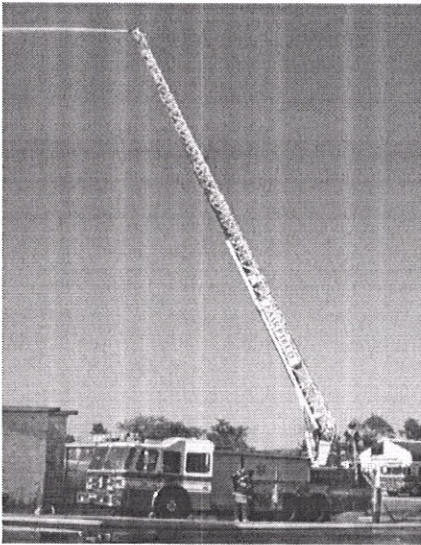
An engine is a vehicle that is designed around an integral water pump capable of pumping more than 1250 gallons of water per minute, carries a minimum of 500 gallons of water, and has pre-connected hoses of different lengths and sizes that allow its crew to attack several types of fires including solid materials, flammable liquids, energized electrical equipment and combustible metals. Engines also carry tools for medical emergencies, small chemical spills and ground ladders up to 24' in length for rescue (2nd floor window).



Engines are normally staffed by 3 personnel including a driver/pump operator, an officer, and a firefighter capable of deploying a single hose line at a fire.

Ladder Type Apparatus

The primary function of a ladder company is to support interior fire attack operations including search and rescue for people and animals inside buildings, rescue of persons from windows higher than 2 stories, ventilation of toxic fire gases from the roof, forcing entry into a locked structure, and performing property protection and lighting after the fire. A secondary function of the ladder company is to perform vehicle rescue, stabilization, and hydraulic extrication.



Ladder type apparatus are easily identified by

the presence of a large mounted aerial ladder on the top of the vehicle. These ladders are hydraulically operated and allow for access to elevated areas. It is important to note that a 100' ladder does not actually reach a person 100' up in a building. Ladder apparatus also carry many hand tools, hydraulic rescue tools, large generator and portable lighting and a complement of different length ground ladders capable of reaching people higher than 3 stories which is the limitation of an engine company. Ladder companies are equipped with elevated hose streams for use at large commercial fires or for attacking tanker fires on the highway. Ladder trucks do not have pumps and must be combined with an engine company if it needs to flow water from the ladder pipe.



Ladders are normally staffed by 3 personnel including a driver/aerial operator, and two firefighters capable of raising ground ladders or conducting simultaneous search and aerial operations.

Quint Type Apparatus

A quintuple combination pumper or quint is a fire service apparatus that serves the dual purpose of an engine and a ladder truck. The name quint is derived from the Latin prefix quinque-, **meaning** five, and refers to the five functions that a quint provides: pump, water tank, fire hose, aerial device, and ground ladders.

The Fairfield Fire Department added this versatile piece of equipment to our fleet to provide rapid access to the taller residential structures in our community, specifically in the beach area. While the quint does serve five functions, it is not a replacement for the standard Engine or Ladder Company. This is because the Quint carries reduced hose capacities as compared to a standard engine, a much shorter aerial device than a standard ladder, and not the same compliment of engine or ladder tools as a standard ladder or engine. The Quint is a very versatile piece that compliments the standard Engine and Ladder Company. Quints are normally staffed by 3 personnel including a driver/ operator, and two firefighters due to the multitude of equipment and tools.



Rescue Type Apparatus

Like a ladder company, the primary functions of a rescue company are to support interior fire attack operations including search and rescue for people and animals inside buildings, ventilation of toxic fire gases from the roof, forcing entry into a locked structure, and performing property protection and lighting after the fire. Rescue companies also carry the tools and equipment required to perform technical rescue from confined spaces, trenches and vehicle rescue, stabilization, and hydraulic extrication. Rescue trucks are designed to support fire and rescue operations but lack the tools to allow people to access roofs and upper windows. Rescues are normally staffed by 3 personnel including a driver/ operator, and two firefighters due to the multitude of equipment and tools.



Command Vehicle

The function of the command vehicle is to provide the communication and command support required to safely manage a multi-unit incident, coordinate tactical objectives, and manage personnel at the scene of an emergency scene.

The command vehicle responds to any multiple unit response. The command vehicle is generally a 4x4 SUV type vehicle capable of all-weather operations that carries specialized meters, computers, radios, and tools to support command. A command board is carried to allow a temporary command post to be set up in the field.



The command car is normally staffed by the fire shift commander and a firefighter/ aide that supports the safety and operations in the field while communicating with dispatch and Chief of Department.

Specialty Vehicles, Marine Vessels, and Trailers

The department has many specialty vehicles and trailers that have been acquired to meet department needs during low frequency/high impact type events. Many of these vehicles have been obtained through donations or grants. Trailers that carry specialized rescue and hazardous materials support equipment are maintained by the department. All-terrain vehicles, small boats and maintenance vehicles support the primary mission of the department but are not generally scheduled for planned replacement. Specialty units are not normally staffed but are available for on duty personnel to use if needed or during special planned events.



Staff / Support Vehicles

The function of staff and support vehicles are to support the day to day operations of the fire prevention, training, and administrative offices. Historically, staff vehicles are replaced through planned replacement and transfer of previously assigned police vehicles that are rotated out of front line status and redeployed to administrative support roles.

Background and Significance

In 1995 and in 1998, the Fairfield Fire Department made multiple vehicle purchases resulting in excessive capital outlays in a single fiscal year. In 1995, the department replaced two (2) engine companies and one (1) Ladder Company. Also, in 1998, the Fairfield Fire Department was forced to purchase two (2) Fire Pumper in the same fiscal year. During these periods, the fleet had deteriorated to conditions that required the Department to borrow an antiquated piece of equipment from the Bridgeport Fire Department to provide for safe emergency response. These problems occurred due to the bulk purchase of fire apparatus in the same fiscal year. The practice of buying multiple apparatus in a single fiscal year is not desirable and leads to the following problems:

- Requires major capital outlay in a single fiscal year.
- Potential for all apparatus of given year to be removed from service due to age related problems occurring simultaneously.
- Does not incorporate technological and safety advances such as improved braking (antilock), airbags for occupants and equipment reliability for extended periods of time.

At a glance, the Fairfield Fire Department fleet does not appear to be in poor condition. Newer apparatus is made of metals like Stainless Steel and Aluminum that do not rust but exhibit other types of aging. However, one must look beneath the "skin" to see the wear and tear on the apparatus. Please note the following:

- Similar to aircraft, apparatus have a use cycle. The use cycle for apparatus includes cold starts, rapid acceleration without adequate engine warming, heavy braking, long stationary idle times, gross maximum vehicle weight loads, constant vibration, and stresses due to load shifts. These stresses result in metal fatigue, stress fractures and other damage that is not visible until failure occurs.
- Electrical components, which control everything from engine, transmission, and electrical systems, have a life span. Like a home computer, older technology is only supported for limited time by manufacturers. As technology improves, diagnostic and replacement costs increase until parts are no longer supported or produced.
- Engine, transmission, and pump wear accumulate over time and are not "visible" indicators of apparatus condition.

Life Cycle of an Apparatus

Lifecycle of an Apparatus

When new apparatus is purchased they are placed in frontline service. The department rotates its apparatus throughout the department to balance mileage, age and cyclic stresses. Apparatus are usually assigned to the busiest stations when initially delivered. They then rotate to outlying stations with relatively fewer responses in order to maximize the life expectancy of the apparatus. It generally takes approximately 8 to 15 months depending on type of new apparatus to be designed and built by a manufacture starting from the time a bid is awarded. Following delivery and training of the new apparatus to the department, the older apparatus is placed in reserve service and utilized when needed due to repairs or call back emergencies (storms). Reserve apparatus have all the same equipment that frontline apparatus requires. Generally, there is no trade in value for older apparatus when making purchases. In the past, the department has donated retired apparatus to other fire departments or scrapped them.

Frontline or Reserve

Fire apparatus are designated as either "Frontline" or "Reserve".

- Frontline – Apparatus that are normally in service for emergency response. This is the first assignment for any new apparatus following training.
- Reserve– Older apparatus that are not normally in service but are maintained and equipped for service during apparatus breakdowns, preventative maintenance or during large emergencies requiring additional crews.

All Frontline apparatus become reserve apparatus status once replaced through the replacement program. Reserve apparatus are replaced when they are no longer viable and are kept until the cost of repairs exceeds acceptable limits.

Reserve apparatus serve an important function for the department as they may be assigned to hazardous duty in the beach area during floods and allow for front line apparatus to be removed from service for scheduled preventative maintenance without affecting protection levels. They are also used in the event of apparatus accidents during repairs.

LSN- Life Time Service Number Compared to Unit Number

When the fire department purchases a piece of apparatus, it is assigned a life time serial number. The number will stay with the apparatus for its life time. The specific unit number will change. As an example, LSN 14 was originally assigned as "Engine 2". That unit has now been reassigned as "Engine 5" This unit will complete its useful service life as a reserve apparatus and will eventually become Engine 6 or Engine 7.

Current Apparatus Deployment, Age, and Mileage

Deployment of Frontline Apparatus

The following table lists the current deployment of front line fire apparatus:

VEHICLE	LSN	YEAR & MAKE	MILEAGE	HRS	AGE IN YEARS
ENGINE-1	17	2017 Sutphen Quint	1400	64	1
ENGINE-2	16	2017 SPARTAN Marion	4000	300	1
ENGINE-3	15	2013 Spartan UST	42,000	4676	4
ENGINE-4	11	2004 Pierce	97,133	7587	13
ENGINE-5	14	2011 Spartan GK	65,795	6817	6
CAR-3	106	2013 CHEVROLET SUBURBAN	63,518	N/A	4
RESCUE 1	78	2016 Spartan Marion	11,552	1201	1
LADDER-2	52	2007 FERRARA LADDER	68,063	7017	10

Deployment of Reserve Apparatus

The following table lists the current deployment of reserve fire apparatus:

VEHICLE	LSN	YEAR & MAKE	MILEAGE	HRS	AGE IN YEARS
ENGINE-6	09	1999 Peirce	159,474	16,345	18
ENGINE-7	10	1999 Pierce	176,948	17,469	18
ENGINE-8	08	1995 Duplex Salisbury	123,350	13,003	22
ENGINE-9	12	2006 Ferrara	91,000	9571	11
ENG.- 10	06	1991 Seagrave	151,870	13353	26
CAR-33	90	2013 CHEVROLET SUBURBAN	63,518	N/A	4
RESCUE 2	84	2000 Pierce	128,839	12022	17

Recommended Replacement Schedule by Type of Apparatus

Based on department experience, response modifications and financial constraints, the following apparatus replacement model has been adopted by the Fairfield Fire Department.

Vehicle Type	Frontline Service	Reserve Service
Engines	12 years	6-10 years
Ladders/Rescue	12 years	6-10 years
Command Cars	5 years	5 years
Support Cars	10 years	N/A
Specialty Vehicles	TBD	TBD

Engines and Ladders by Projected Replacement Year

Non-Recurring Capital Projections (over \$100,000) – 12-year cycle

Unit	LSN	Purchase Date	Current Age	Replacement Year
Ladder 2	LSN 52	2007	10	2020
Engine 4	LSN 11	2004	13	2022
Engine 5	LSN 14	2011	6	2023
Engine 3	LSN 15	2013	4	2025
Rescue 1	LSN 78	2016	1	2028
Engine 2	LSN 16	2017	1	2029
Engine 1	LSN 17	2017	1	2030

Table showing Adjusted Apparatus Mileage for Reserve Apparatus

LSN #	VEHICLE	ACTUAL MILEAGE (M)	HRS (Hrs.)	ADJUSTED APPARATUS MILEAGE	AGE IN YEARS
LSN-09	Engine-6	159,474	16,345	976,724	18
LSN-10	Engine- 7	176,948	17,469	1,050,398	18
LSN-08	Engine-8	123,350	13,003	773,500	22
LSN-12	Engine-9	90,030	9,571	577,580	11
LSN-06	Engine- 10	151,870	13,353	819,520	26
LSN-84	Rescue -2	128,842	1201	NO PUMP	17
LSN-90	Car-33	83,322	N/A	N/A	9

Replacement Factors

While age is a major factor in determining apparatus replacement needs, total apparatus condition is considered when developing and updating the planned replacement schedule. These factors include but are not limited to:

- Type of vehicle
- Age
- Mileage / Engine Hours
- Overall condition (corrosion, rust, structural damage)
- Availability of replacement parts
- Past accident and repair history
- Cost
- Adjusted Apparatus Mileage – The calculated mileage value determined by adding the sum of the Road Mileage plus the calculated Pump "Mileage" (estimated at 50 miles/per engine hour) as per Cummings Diesel.

LSN 11 Current Engine 4

In 2016 LSN experience a severe rusting issue on the frame. This required this unit to be placed out of service. The department's options were to abandon this 11-year-old vehicle or have a new frame installed under it. It was determined that it was cost effective for this apparatus due to its low mileage and outstanding conditions to invest \$140,000.00 to install a new frame under the apparatus. This extensive repair will lengthen the front-line service life of LSN 11 from 12 years to 18 years. Because of this rust problem, the department instituted a comprehensive rust mitigation program.

The Unknown Factors to Predicting Service Life

We are constantly working on programs to assure that our apparatus can remain on the road if possible. These efforts and our history have allowed us to determine how long the fire apparatus in the Town of Fairfield will typically perform well as front line apparatus. It is far more complicated to predict how long a unit will be cost effective, safe, or practical to operate as a reserve piece of equipment. Many variables will affect this. As indicated above, past repair and accident history, department use, and cost of the original acquisition are all variables that impact how long a unit can operate as a reserve. LSN 12, which is our most recent piece of equipment to be changed to reserve status and is 12 years old, is not in as good of condition as reserve apparatus that are 5 years older than it. In this situation, we believe there is a direct correlation with the cost of the original acquisition.

Reserve Apparatus

Reserve apparatus serve many essential functions. Frequently they are placed in front line service when front line apparatus is out of service for maintenance and repairs. Reserve apparatus are placed in service as additional staffed units during major incidents or significant weather events. The department maintains some of our older reserve apparatus to be used during major tidal flooding. New apparatus cannot be driving in water as many of the electronics are on the frame. Exposure to deep water would cripple the newer apparatus. Lastly, many of our older reserve apparatus are the only Engines that will fit into Station 4. Newer apparatus does not fit into station 4. Specifically, the three newest reserve apparatus do not fit into station 4.

Command and Staff Vehicles

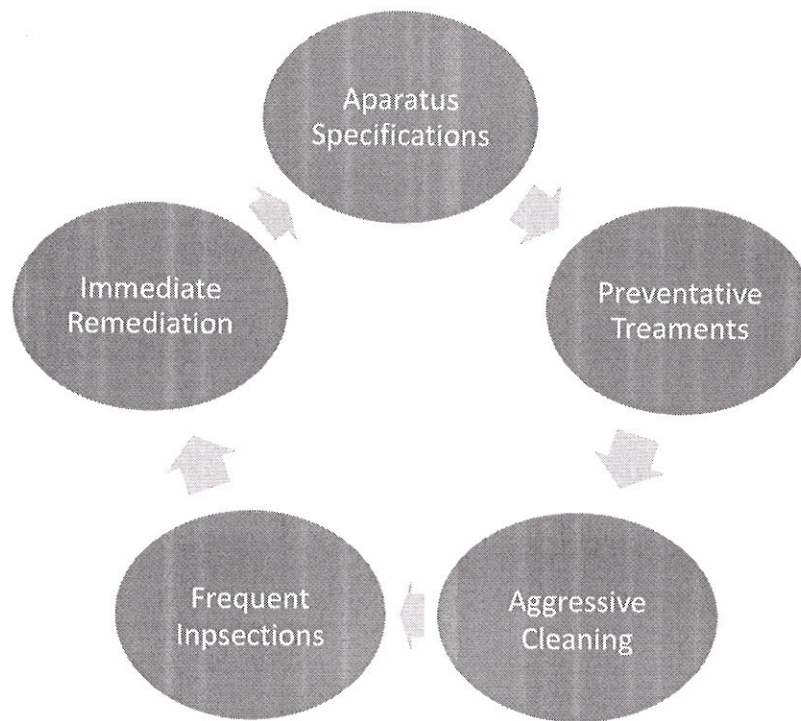
There have been many different "replacement plans" that have been used for command and staff vehicles. The Shift Commanders vehicle has been replaced every 5 years. Staff vehicles have not been replaced as part of a program. The last new staff vehicle that was purchased was Car 1 in 2013. The fire department has received 6 repurposed vehicles from the police department over last number of years. Upon receiving these vehicles from the police department, the fire department is required to put between \$5000.00 and \$7000.00 in each vehicle prior to assignment. These vehicles typically have between 50,000 and 70,000 miles on them when the fire department receives them from the police department. **For the repurposing program to work, the Fire Department needs to buy one new staff vehicle every three years. This should start in 2019.** The shop vehicle shall be replaced every 10 years.

Command and Staff Vehicles by Projected Replacement Year

Operating Budget Projections (Under \$100,000)

Unit	LSN	Purchase Date	Current Age	Replacement Year
Car 3	106	2013	5	2018
Car 1	103	2013	6	2019
Car 2	113	2015	2	2022
Maint-1	47	2012	5	2022

Fairfield Fire Corrosion Mitigation Plan



Apparatus Specifications- We are actively evaluating all products that can be applied to the undercarriage of our apparatus as part of the building process. Specific manufacturers' products are listed in the next section

Preventative Treatments- We are evaluating pretreatments that can be applied to the undercarriage components of all of our apparatus. We will have something in place by the winter of 2016

Apparatus Cleaning- By the winter of 2016 the department will have a salt neutralizer that can be applied by the station crews. This will most likely be applied once a week, and more often during active snow and salt times. It is our goal to have a new undercarriage wash system in place that will assist in rinsing slush and sand off during and following a snow event. We are also looking at products that will assist in removing the road treatments

Frequent Inspections- As apparatus are brought in for service; they will receive a complete undercarriage rust inspection. This service is completed at least 3 times per year. All Chassis will be pressure washed at least 2 times per year. Currently, the chassis pressure washing has been completed once a year as it is a very extensive process. We will be doubling our efforts in this area.

Immediate Remediation- Any areas of concern identified in undercarriage rust inspection will be immediately addressed. This includes addressing all paint bubbles by descaling, wire brushing, applying a rust paint convertor and then covering with a lanolin based coating.

Manufacturing Changes and Options to Reduce the Impact of Road Treatments

Pierce- Pierce now uses E-Coat, an electro coating immersion process that delivers corrosion and chemical resistance, while maintaining a high-quality, resilient surface for paint. Pierce is the first in the industry to offer this product. LSN 11 will have the process completed on all of the frame and undercarriage components. E-Coating uses a voltage potential or charge to deposit paint onto a part or assembled product as it is dipped into a paint bath. The basic process includes prepping steel, immersing it in a bath, rinsing it, and curing it.

Sutphen- Sutphen offers high quality steel and extensive preparation to minimize the risk of any future rusting. The includes bead blasting, Cathacoat primers, and comprehensive painting

Ferrara- Ferrara Fire Apparatus is offering its F-Shield corrosion protection for fire apparatus. F-Shield is an encapsulated protective coating a coating that is applied to chassis frame rails, cross members, fuel tank and air reservoirs.

Spartan – Spartan is offering to hot dip galvanize frame and powder coat other sub-frame parts. The frame is hot dipped galvanized prior to assembly and attachment of any components. The components that shall be galvanized shall include:

- Main frame "C" channel or channels
- Front splayed rails and fish plates
- Cross members (excluding suspension cross members)
- Cross member gussets
- Fuel tank mounting brackets
- Air tank mounting brackets
- Exhaust mounting brackets
- Air cleaner skid plate
- Radiator skid plate
- Battery supports, battery trays and battery covers

The frame parts which are not galvanized shall be powder coated prior to any attachment of components. Parts which shall be powder coated shall include but are not limited to:

- Spring hangers
- Suspension components
- Steering gear bracket
- Front and rear axles

Summary

This replacement program is based upon years of department experience and documented apparatus use and repair data. It takes into account the rigors of emergency response and allows for an extended reserve service life while simplifying the capital replacement schedule. It also reduces the likelihood of needing to make multiple apparatus purchases in a single fiscal year.

The goals of this replacement program are as follows:

- **Provide for the needs of the department** due to the dynamic nature of emergency response to fire, medical, chemical, and rescue type incidents on land or water.
- **Provide safe and reliable apparatus** that meet or exceed current safety standards including NFPA, OSHA and DOT.
- Develop a **responsible and justifiable replacement schedule** based on industry standards, department history and the number and type of responses.
- **Reduce maintenance costs** secondary to decreasing availability of older parts for apparatus.
- **Reduce town costs** by providing a replacement schedule, which will prevent the purchase of multiple apparatus in a single fiscal year.

Moving forward, it is important for the town and department to stick to the recommended replacement schedule to ensure the department's ability to respond to emergencies 24 hours quickly and safely a day. Failure to budget and purchase apparatus as recommended will result in more frequent breakdowns, more costly repairs and longer out of service times of older apparatus.

The cost of delaying the purchase just one fiscal year is between 5% and 10% based upon manufacturer estimates. In addition to not meeting environmental standards for emissions, older apparatus is more susceptible to mechanical breakdown and cost significantly more than that of newer trucks to repair.

Appendix A: Listing of Apparatus and Vehicles

LSN #	VEHICLE	YEAR & MAKE	MILEAGE	HRS	AGE IN YEARS
LSN-06	ENGINE-10	1991 SEAGRAVE PUMP	151,870	13,353	26
LSN-08	ENGINE-8	1995 DUPLEX / SALSBURY PUMP	123,350	13,003	22
LSN-09	ENGINE-6	1999 PIERCE PUMP	159,474	16,345	18
LSN-10	ENGINE-7	1999 PIERCE PUMP	176,948	17,469	18
LSN-11	ENGINE-4	2004 PIERCE PUMP	97,133	7,587	13
LSN-12	ENGINE-9	2006 FERRARA PUMP	90,030	9,571	11
LSN-14	ENGINE-5	2011 SPARTAN G-K PUMP	65,795	6,817	6
LSN-15	ENGINE-3	2013 SPARTAN UST PUMP	41,289	4,676	4
LSN-16	ENGINE-2	2017 SPARTAN MARION PUMP	3,460	274	1
LSN-17	ENGINE-1	2017 SUTPHEN QUINT	1,229	64	1
LSN-78	RESCUE-1	2016 SPARTAN MARION RESCUE	11,552	1201	2
LSN-84	RESCUE-2	2000 PIERCE RESCUE	128,842	12,031	17
LSN-52	LADDER-2	2007 FERRARA LADDER	68,063	7,017	10
LSN-106	CAR-3	2013 CHEVROLET SUBURBAN	63,518		4
LSN-90	CAR-33	2008 CHEVROLET SUBURBAN	83,322		9
LSN-105	CAR-1	2013 FORD EXPLORER	46,939		4
LSN-113	CAR-2	2015 FORD EXPLORER SUV	66,033		2
LSN-91	FM 1	2009 FORD EXPLORER	56,000		8
LSN-114	CAR-5 SFT	2013 FOR EXPLORER SUV	85,000		4
LSN-107	CAR-FM-2	2010 FORD CROWN VICTORIA	92,700		7
LSN-93	CAR / FM-3	2008 FORD CROWN VICTORIA	100,707		9
LSN-47	MAINT-1	2012 CHEVROLET HD3500	50,300		5
LSN-85	MAINT-2	2001 GMC YUKON SUV	120,000		16
LSN-100	UTILITY-1	2010 FORD SUPER DUTY	20,100		7

FAIRFIELD FIRE DEPARTMENT
DECEMBER, 2017

LSN-27	RESCUE-15	1987 INTERNATIONAL RESCUE	44,905	6,897	30
LSN-96	HAZMAT-1	2006 TRAILER	N/A		11
LSN-92	HAZMAT-2	1988 TRAILER	N/A		29
LSN-97	SPEC OPPS-1	2006 TRAILER	N/A		11
LSN-99	SAFETY TRAILER	2009 TRAILER	N/A		8
LSN-109	GATOR TRAILER	2014 TRAILER	N/A		3
LSN-101	DEMHS1	2011 TRAILER	N/A		6
LSN-110	CERT-1	2014 TRAILER	N/A		3
LSN-129	BOAT TRAILER	2007 EZ-LOADER TRAILER	N/A		10
LSN-108	GATOR-1	2013 JOHN DEERE GATOR	428		4
LSN-98	MARINE-217	2007 BOAT	N/A		10
LSN-128	MARINE-228	2008 FIRE BRAND 28' FIRE BOAT	N/A	1,299	9
LSN-127	JOHN BOAT-2	2010 LOWE JOHN BOAT	N/A		7
LSN-103	CAR-12	2011 FORD CROWN VICTORIA	79,438		6
LSN-104	CAR-8	2011 FORD CROWN VICTORIA	108,257		6
LSN-111	CAR-11	2009 FORD CROWN VICTORIA	95,987		8
LSN-86	CAR-9	2002 GMC YUKON SUV	107,906		15

ASCENDANT® 100' HEAVY-DUTY AERIAL TOWER







Below grade operation

The Ascendant Aerial Tower has an impressive below grade range of up to -20 degree below ground level.



Turntable location

Mid-mount aerial towers are generally easier to spot and position on the fire ground. With the turntable positioned behind the cab, it is easier for the driver to align the center of the turntable with a point on the building when approaching and setting up at the fire scene. This also allows for closer positioning of support vehicles on the fire ground.



Lower overall travel height

The low travel height helps reduce concerns with low overpasses and overhanging branches in residential areas and can allow for the apparatus to fit in smaller station bay doors.

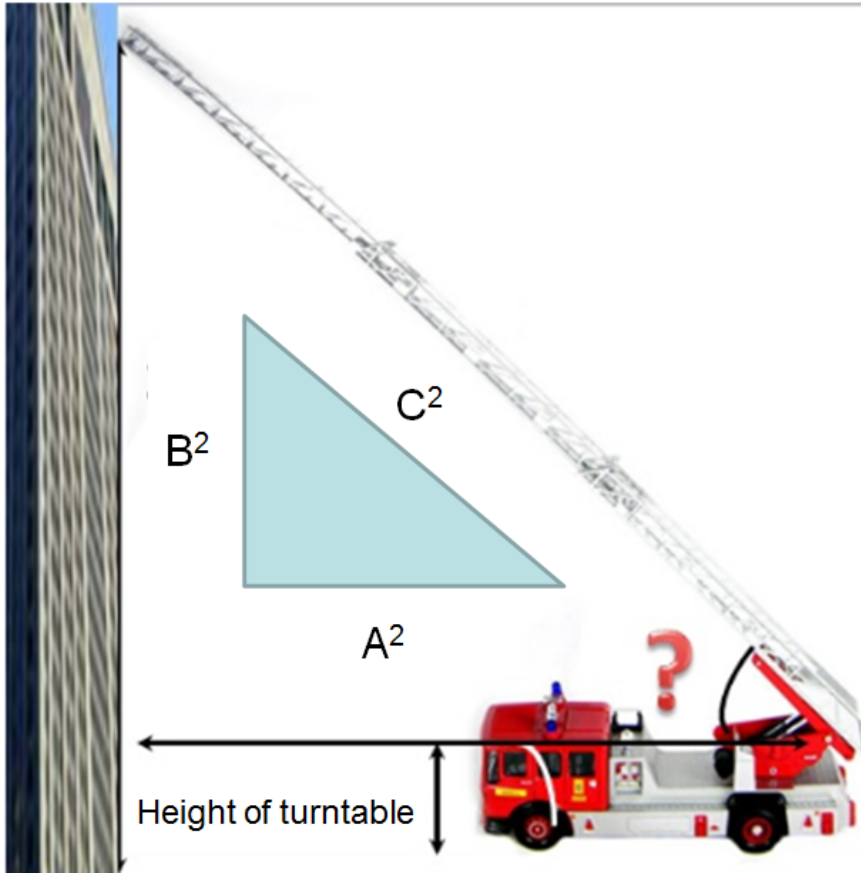


Basket accessible from ground at full retraction

The Ascendant Aerial Tower provides direct access to the basket from the ground at full retraction to allow work to be done in tight spaces.

Aerial Operations

Effective Ladder Reach



$A^2 + B^2 = C^2$ Rules of Thumb

- Review the “3,4,5” triangle rule
 - 30', 40', 50'
 - 60', 80', 100'
- And for those into math:
 - 40', 30', 50'
 - 80', 60', 100'
- Why does this work???
- Discuss positioning

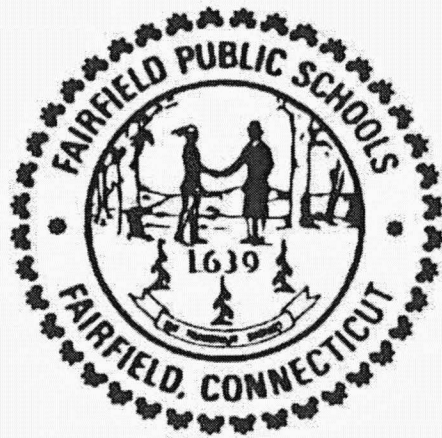
Factors Impacting Ladder Reach

- Length of truck (41' long)
- Climbing ladders not usable at 90 degrees (vertical), platforms are functional at this angle
- Distance from street to building decreases reach
- Wires, trees, parked cars, hose lines and obstructions cause inefficient truck placement
- Limited access locations such as increased greenspace
- Trucks parked away from building to prevent damage (fire or collapse) require longer reach to achieve same objectives

Distance of turntable from building dictates max height

- Closer truck, higher reach - at 60' from building, 100' ladder can reach 80' high
- Farther away, lower reach - at 80' from building, 100' ladder can reach only 60' high

FAIRFIELD
SCHOOL
ADMINISTRATORS
ASSOCIATION



JULY 1, 2019 – JUNE 30, 2022

TABLE OF CONTENTS

ARTICLE I - GENERAL.....	1
ARTICLE II - RECOGNITION	1
ARTICLE III - AGENCY SHOP.....	2
ARTICLE IV - TRANSFER & ASSIGNMENTS OF ADMINISTRATORS	2
ARTICLE V - REDUCTION/ELIMINATION OF POSITION	3
ARTICLE VI - VACANCIES.....	8
ARTICLE VII - GRIEVANCE & ARBITRATION PROCEDURE.....	8
ARTICLE VIII - LEAVES OF ABSENCE	10
ARTICLE IX - PROFESSIONAL GROWTH.....	14
ARTICLE X - PAYROLL DEDUCTIONS	14
ARTICLE XI - SALARIES	14
ARTICLE XII - BENEFIT PROGRAMS	15
ARTICLE XIII - WORK YEAR.....	18
ARTICLE XIV - ADMINISTRATOR FILES	18
ARTICLE XI - MID-CONTRACT NEGOTIATIONS	19
ARTICLE XVI - NO STRIKE.....	19
ARTICLE XVII- GENERAL SAVINGS CLAUSE.....	19
ARTICLE XVIII - MISCELLANEOUS.....	19
ARTICLE XIX - DURATION.....	19

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED by and between the Fairfield Board of Education (hereinafter referred to as the "Board") and the Fairfield School Administrators' Association (hereinafter referred to as the "Association").

ARTICLE I

GENERAL

Section 1

This Agreement is negotiated under Section 10-153 (a) through 10-153 (g) of the General Statutes of the State of Connecticut, as amended in order:

- (a) To fix for its term the salaries and all other conditions of employment provided herein, and;
- (b) To encourage and provide effective and harmonious working relationships between the Board and the Administrative Staff in order that the cause of public education may best be served.

Section 2

The Board and the Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development and growth. To this end both parties agree to maintain communication to inform about programs, to guide in development and to assist planning and growth either by committee, individual consultation or designated representatives.

Section 3

This Agreement shall constitute the full and only policy of the Board and the Association in the subject areas covered by the specific provisions of this Agreement for the duration of the Agreement unless changed by the mutual consent of both parties or pursuant to ARTICLE XVI hereof. Previously adopted policies, rules or regulations of the Board of Education in conflict with this Agreement are superseded by this Agreement.

ARTICLE II

RECOGNITION

The Board hereby recognizes the Fairfield School Administrators' Association as the exclusive representative of all those certified professional employees in the Fairfield school district who are not excluded from the purview of Sections 10-153a to 10-153n, inclusive, of the Connecticut General Statutes, who are employed in positions requiring an intermediate administrator or

supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee.

ARTICLE III

AGENCY SHOP

Section 1

Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments.

Section 2

Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, shall have the opportunity to voluntarily execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Association shall be required to notify the school Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.

Section 3

The Board shall deduct the dues or service fee from the salary of non-members of the Association who voluntarily choose to pay dues or a service fee and authorize the Board to deduct the same bi-weekly and remit the same to the Association treasurer. Notwithstanding the foregoing, no employee shall be compelled as a condition of employment to pay either dues or a service fee.

ARTICLE IV

TRANSFER & ASSIGNMENTS OF ADMINISTRATORS

Section 1

- A. A transfer is a reassignment from one position to another (except a promotion) or from one location (home base) to another, a modification of a position or change or reclassification in the formula for determining position differentials. Any transfer shall be at the discretion of the Superintendent in the best interest of the school system.
- B. Transfers shall be made after staff has been made aware of opportunities which might exist for voluntary transfers and the meeting of requests and/or preferences of the individual staff member. It is recognized that some involuntary transfers are unavoidable and that frequent transfers can be disruptive to both the program and the individual.

- C. Any employee affected by a potential transfer will be provided an opportunity to discuss the transfer with the Superintendent (or designee) in advance of the decision.

Section 2

- A. If an involuntary transfer results in the administrator being placed into a lower administrator's category salary then he/she will be placed on that step of the appropriate degree column of the respective new administrator's salary schedule such that if possible one will make no less on a per diem basis than earned in the prior assignment from which reassigned.
- B. When it becomes necessary to transfer an administrator resulting in a diminished salary level, the Superintendent shall make reasonable effort to provide appropriate additional employment for the administrator to help mitigate the salary loss involved.
- C. No person shall be reduced in pay except for cause as set forth in the criteria listed in Section 10-151 of the Connecticut General Statutes.

ARTICLE V

REDUCTION OF ADMINISTRATIVE STAFF/ELIMINATION OF POSITION

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, or staff. Further, it is understood that the Board of Education is committed to the policy of recruiting and retaining the best-qualified staff. The criteria used for the selection and retention of staff shall be those which permit the employment/retention of the best qualified.

If, in the Board's opinion, it is necessary to reduce the administrative staff within particular Administrative Classifications (Section F below), the following procedures will be followed:

- A. Should reduction be required, staff will be released within categories in the order listed below:
 - a. Non-tenured staff
 - b. Tenured staff with Provisional Certificates
 - c. Tenured staff with Professional Certificate and less than ten (10) years of contractual service in the Fairfield Public Schools.
 - d. Tenured staff with Professional Certificate and ten (10) or more years of service in the Fairfield Public Schools.

- B. Where there are more individuals within the category than necessary to reduce, least senior administrators shall be terminated before more senior administrators, provided that those administrators remaining are, in the judgment of the Superintendent, equally or more qualified to perform the work available after the reduction. This shall be based upon the following criteria: education, certification, unique qualifications, salary status, and job description analysis.
- C. In determining those best qualified within a category, the following point system will be used:

Education:

has an undergraduate and graduate major directly related to the classification	10 points
--	-----------

has either an undergraduate or graduate major directly related to the classification	8 points
--	----------

has a graduate or undergraduate minor directly related to the classification	6 points
--	----------

Certification:

possesses a certificate valid for assignments other than classroom teaching and administration	5 points
--	----------

Unique Qualifications:

within the category, is uniquely qualified by training or experience (i.e., the only person in the category) to perform an existing assignment	20 points
--	-----------

Salary Status:

Earned Doctorate	10 points
7th Year	8 points
6th Year	6 points
Master's	4 points
Bachelor's	2 points

Job Description Analysis:

- a. The employee's immediate supervisor will complete an analysis of the extent to which the administrator successfully completes the requirements of the job description and the resulting impact on the quality of the instructional or non-instructional program. The Superintendent shall assign points under this Job Description Analysis as follows:

Not up to Fairfield Expectations	20 points
Up to Fairfield Expectation	0 points
Beyond Fairfield Expectations	+20 points
Greatly Beyond Fairfield Expectations	+45 points

- b. The category of "Not Up to Fairfield Expectations" will not be assigned to a staff member under any item in the job description unless the staff member has been previously made aware, formally or informally, of the concern by the immediate supervisor.
- c. Individuals may request a conference prior to the completion of the Job Description Analysis by the immediate supervisor at which at least the following might be accomplished: (a) the individual and the supervisor will discuss those persons to be "consulted" in the preparation of the Job Description Analysis; (b) the individual might provide the immediate supervisor with any information of which the supervisor might not be aware which is appropriate to the Analysis.
- d. Staff members may add comments at the bottom of the Job Description Analysis before it is submitted to the Superintendent if they feel the Job Description Analysis is not fully representative of their qualifications. The immediate supervisor shall review and comment upon any such addition.
- e. Job Description Analyses will be used only for the purpose of Reduction in Force.
- f. Reviews of point assignments will be undertaken by the Superintendent or designee where it is felt that there may have been an error in computation or in the assignment of points.
- g. In the event an administrator is displaced to an administrative classification with a salary lower than that which the displaced administrator previously enjoyed, such administrator's salary shall be 100% of the Administrator's salary in the first year of displacement; 50% of the difference in the salaries in the second year of displacement. After the second year, the Administrator shall receive the salary of the lower level administrator.
- h. In the event an administrator is displaced to a teaching position, then, upon the happening of such event, the displaced administrator shall be paid a separation allowance. The separation allowance will be paid in ten (10) equal installments

each year commencing on September 1st of the first school year of displacement and computed annually as follows: 100% of the Administrator's salary in the first year of displacement; 50% of the difference in the salaries in the second year of displacement. After the second year, the Administrator shall receive the salary of the teacher. The staff with the highest accumulation of points awarded will be retained and/or recalled first. In the event of a tie in the total number of accumulated points;

1. The employee with the greatest number of points under the Job Description Analysis shall be retained or recalled first.
2. In the event that there still exists a tie, the employee with the greatest number of years of Fairfield experience under contract in the Classification shall be retained or recalled first.
3. In the event that there still exists a tie, the individual with the greatest number of years under contract in assignments covered by this bargaining unit shall be retained or recalled first.
4. In the event that there still exists a tie, then the individual with the greatest number of years under contract in the Fairfield Public Schools shall be retained or recalled first.
5. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.

D. If, through the above process, an Administrator is subject to Reduction In Force, he/she will be offered an administrative opening, if one exists in any other classification firstly of equal salary and secondly of lower salary, for which the individual is qualified. Open or vacant positions shall include those held by consultants, retirees, temporary assignees or acting appointees.

E. Recall:

- a. Any administrator who, through this process, has been reduced in salary or separated from employment, shall be placed on a re-appointment list and shall remain thereon until re-appointment or for two (2) years, whichever shall first occur, provided such administrator does not refuse a re-appointment.
- b. Administrators shall be recalled to positions for which they are qualified based upon the points previously awarded under Paragraph C above. If re-appointment is offered and is refused, the administrator shall be removed from the re-appointment list.

- c. Individuals on the recall list shall be notified by certified mail of the offer of a position. Said notification shall be sent to the last known address of the individual.
 - d. Notice of the acceptance of the offer must be made by certified mail addressed to the Superintendent of Schools and postmarked two weeks from the date of notification identified in Paragraph c. above.
 - e. An administrator's refusal to accept a position under the recall procedures when the position offered is less in full time equivalency (FTE) or lower salary classification than that held by the individual when separated, will not cause the individual's name to be removed from the recall list.
- F. Classifications referred to in Article V have a work year of 223 days and 25 vacation days. Five vacation days may be taken during the student year with the prior approval of the Superintendent or his/her designee:
- a. Headmaster (Category I)
 - b. Middle School Principal (Category II)
 - c. Elementary Principal (Category III)
 - d. High School Administrator for Pupil & Guidance Services and Secondary Curriculum Administrator (Category IV)
 - e. Housemaster (Category IV)
 - f. Assistant Principal (Category IV)
 - g. Director of Specified Subject area and Special Education Coordinator (Category V)
 - h. Athletic Director (Category VI)
- G. The work year of administrators must include all of the student and teacher days in each school year. Any exceptions to this policy shall be at the sole discretion of the Superintendent.
- H. Up to five (5) vacation days may be carried over into the next school year with prior approval of the Superintendent or his/her designee. Such days shall not be taken during the student year, except with the prior approval of the Superintendent or his/her designee.

ARTICLE VI

VACANCIES

- A. When vacancies in administrative positions occur, notice will be posted throughout the district. Notice shall contain the qualifications in terms of education and experience necessary.
- B. Candidates are evaluated by the Superintendent. The Superintendent may seek qualified candidates outside the district. Where in the reasonable judgment of the Superintendent the qualifications of both outside and inside candidates are equal, preference shall be given to qualified administrators of the school district.
- C. Any position which may be vacated temporarily by an administrator for a period, not to exceed a year, or where for an example the appointment may not exist beyond one year, then the administration may fill said assignment with an interim appointment.

ARTICLE VII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. - Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise from time to time with respect to the provisions of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as appropriate at any level of the procedure.

Section 2. - Definitions

- A. A grievance is a violation of the rights of employment allegedly caused by a misinterpretation, misapplication or inequitable application of the Collective Bargaining Agreement or Board of Education policy and the Memorandum of Understanding regarding "Reduction of Administrative Staff/Elimination of Position" dated December 12, 1989. A grievance may also include a claim of failure to follow the established procedures of evaluation and support programs, per §10-151b(a) of the Connecticut General Statutes.
- B. Administrator shall mean any certified professional employee member of this bargaining unit and may include a group of Administrators similarly affected by a grievance.
- C. "Days" when referred to in the time limits hereof, such shall mean days when schools are in session.

Section 3. - Informal

In an effort to resolve the issue, the individual (and/or representatives of the Association) who is aggrieved may discuss the matter informally with his or her immediate supervisor or the person whose decision or action gave rise to the grievance, who, for the purposes of this grievance procedure, shall be referred to as "supervisor". No formal written records are maintained at Section 3.

It is understood that the grievant has attempted to resolve the problem on his/her own before initiating the formal level.

Section 4. - Formal

Failing a resolution of the issue at the informal level in Section 3, the aggrieved individual shall file a written statement of the grievance within thirty (30) days of when the grievant knew or should have known of the act or acts or circumstances upon which the grievance is based with the Superintendent. The written statement will contain the following:

- A. A statement of the nature of the dispute.
- B. A citation of the specific contract or policy language alleged to have been violated (or past practice, policy, and regulation).
- C. A terse statement of what action has given rise to the grievance.
- D. A statement of what remedy the grievant is seeking.

Step 1. - Superintendent's Level

The Superintendent of Schools will schedule a meeting which will take place within five (5) days of receipt of the grievance. Effort will be made at the grievance meeting to resolve the differences between the parties to the dispute. If the grievant and/or The Association and Superintendent agree, however, a meeting may be waived. If a resolution is not possible, the Superintendent will issue a written decision on the matter within five (5) days of the meeting or receipt of the written grievance statement if no hearing is held.

Step 2. - Board of Education Level

If the aggrieved and/or The Association is not satisfied with the Superintendent's decision, he or she may, within five (5) days after the decision, submit the grievance for appeal to the Board. The Board shall, no later than its next scheduled meeting, or within fifteen (15) days, whichever occurs first, meet with the grievant and any representative of The Association for the purposes of hearing the grievance and making a determination in the matter. The Board shall render its decision and the reasons therefore in writing to the aggrieved person with copies to The Association within three (3) days after such meeting.

Step 3. - Arbitration

If The Association is not satisfied with the disposition of the grievance by The Board, it may, within ten (10) days of receipt of such Board decision submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association and notifying the Board in writing. The Chairman of The Board and the President of the Association, or their designated representatives shall, within five (5) days after such written notice, jointly select a single arbitrator or request from AAA their listing of available arbitrators. If the parties are unable to agree upon an arbitrator, it is agreed that the selection of an arbitrator shall be determined by the then existing rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the provisions of the Agreement. The decision of the arbitrator shall be final and binding with regard to grievances claiming a misinterpretation, misapplication or inequitable application of the Collective Bargaining Agreement or failure to follow the established procedures of the evaluation and support programs. For alleged misinterpretation, misapplication or inequitable application of policy, the decision shall be advisory unless the parties agree in writing beforehand that such decision shall be binding upon all parties of interest. The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Nothing shall prevent either party from attempting to modify, vacate, or enforce such decision in court.

Section 4. - General Provisions

1. If possible, any grievance filed prior to June 1 should be processed within the current school year.
2. Time limits may be extended by mutual agreement, in writing, of the parties involved.
3. The term "Representative of The Association" shall be interpreted to include any representative who may be requested by the FSAA to participate.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. - General

- A. Any tenured certified professional employee may be granted a leave of absence of up to two years without pay for the purpose of study, travel, service in an organization such as VISTA, or the Peace Corps, employment in a field, related to his/her teaching/administrative area, illness or other purpose as approved by the Superintendent.

- B. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.
- C. Any person on leave of absence, upon filing written notice of intent to return at least 120 calendar days prior to expiration of the leave shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.

Section 2. - Childrearing Leave

- A. Any certified professional employee shall be entitled, upon written request submitted to the Superintendent of Schools, or designee, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonable requested portion thereof in which the child is born, adopted, or fostered, and for an additional school year if requested by the employee.
- B. Childrearing leave shall be subject to the following provisions:
 - 1. Employees requesting leave shall submit not less than thirty (30) calendar days written notice of the anticipated date of ending performance of duties.
 - 2. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.
 - 3. Any tenured certified professional employee on childrearing leave, upon filing written notice of intent to return at least 60 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools, comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall procedures of this Agreement.
 - 4. Non-tenured personnel on childrearing leave will be granted priority for a position in Fairfield Public Schools based upon certification. Every reasonable effort will be made to reinstate the person on leave of absence in the present position upon return.

5. Personnel on childrearing leave who accept full-time employment or employment which approaches full-time may lose rights granted to this section at the discretion of the Superintendent. An individual coming under the provisions of this item is entitled to use of the grievance procedure.

Section 3. - Service in the Armed Forces

The following regulations apply to an administrator in the employment of the Fairfield Board of Education who enters the Armed Forces of the United States during a national emergency:

- A. The same or a similar position in the school system upon his/her return from service.
- B. The salary upon renewal of service in the school system based upon the step in the salary schedule to which the administrator would have been entitled had he/she remained in continuous employment in the system.
- C. Credit for armed forces service time toward all seniority rights to which the administrator is entitled.
- D. An administrator who is under contract at the time of induction into the armed forces but who has not started in the system shall be placed at the head of the list of applicants for any vacancy for which he/she may be eligible at the time of his/her application for reinstatement.
- E. All applications for reinstatement under the above provisions shall be made within 90 days of termination of service in the Armed Forces of the United States.

Section 4. - Sick Leave

- A. All regular employees shall be allowed full days for absence due to personal illness not to exceed eighteen (18) days in each school year. Unused sick leave may be accumulated from year-to-year, provided, however, that the maximum of such accumulation shall not be more than one hundred and seventy-five (175) days. Notwithstanding the foregoing, any administrator who, prior to July 1, 1993, has accumulated in excess of one hundred and fifty (150) days, may retain and use such excess days, but shall not accrue any new sick days until such excess sick days have been exhausted. A doctor's certificate must be presented in the case of any absence due to illness over ten consecutive school days.
- B. Notwithstanding the foregoing limitations, the Superintendent may allow sick leave with full pay according to the following guidelines:

- i. Up to thirty (30) additional days for employees with one to five years service with the Fairfield Board of Education.
- ii. Up to sixty (60) additional days for employees with five to ten years of service with the Fairfield Board of Education.
- iii. Up to ninety (90) additional days for employees with ten or more years of service with the Fairfield Board of Education.
- iv. The Board of Education may allow any administrator or supervisor with more than five years of service with the Fairfield Board of Education additional sick leave with pay equal to the difference between the regular salary of such administrator or supervisor and the pay of his/her substitute.

Section 5. - Permissible Absence

- A. In case of death in the family or immediate household of any regular employee, such employee shall be entitled to leave with full pay for not more than five days.
- B. Up to five days in each school year may be allowed with pay for such absences which, in the opinion of the Superintendent of Schools, are considered unavoidable and reasonable, including the observances of major religious holidays. One of these days, may be taken as a private day, with no restrictions to when the day may be taken.
- C. Up to three additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These three days may be made available to the employee with pay equal to the difference between the regular salary and the pay of the substitute. Such absences are to be exclusive of allowable sick leave.
- D. Any salary deduction shall be calculated on a per diem basis.

Section 6. - Jury Duty

- A. All administrators shall fully utilize the exemption from jury duty provided them under Connecticut General Statutes and if called for jury duty shall provide the Superintendent with documentation of their effort to claim the exemption so that the Superintendent may take all steps necessary to support the exemption.

ARTICLE IX

PROFESSIONAL GROWTH

Administrators have an obligation to maintain the qualifications for their assignment through applicable professional growth. In recognition of the professional contributions to the Fairfield Public School System, and as a means of enhancing professional growth and the educational program of the Fairfield Public School System, the Board agrees to reimburse (subject to prior approval by the Superintendent) members of this Unit for the reasonable expenses of college or university tuition, conference attendance and workshop registration. The Board may also grant leaves of absence for the purpose of professional growth for a maximum of one (1) year subject to mutually agreed upon compensation and fringe benefits. At the expiration of this professional growth leave of absence, the administrator shall be reinstated in a position, similar in responsibilities and equivalent in salary (including any new increment or salary adjustment) to that held by the individual at the time the leave was granted.

The administrator shall report to his/her immediate supervisor, prior to July 1 of each year, on all professional growth activities taken during the year.

ARTICLE X

PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law, all deductions currently made will continue according to the practice of the parties.
- B. All requests for deductions must be in writing on approved, authorized forms, executed by the individual administrator.
- C. Deduction changes in kind or amount shall be made by the Board upon proper authorization and only upon no less than thirty (30) days notice.

ARTICLE XI

SALARIES

Section 1

Schedules A, B and C attached hereto reflect salary rates by which all administrators shall be paid during the applicable fiscal years.

Section 2

- A. Employees shall advance or not each year by one step on the salary schedule in effect until reaching step 6, in accordance with the distribution set forth (or to be set forth) in the respective salary schedules.

Section 3

- A. All members shall be placed on the appropriate step in the salary schedule in accordance with their degree status.
- B. Any member who is promoted will not take a decrease in pay if the new position begins at a lower pay. The individual will be placed on the step within the new salary schedule which is equal to or higher in pay than his or her pay in the most previous position. The individual will progress along the new schedule in accord with past practice.

Section 4

Recognition for Advance Study

- A. An employee who can provide satisfactory evidence that he/she has earned 30 graduate credits in an approved program beyond a Certification of Advance Study shall be paid an additional \$2,000 beyond that identified in the schedule. Effective July 1, 1995, new hires who wish to qualify for this stipend must have earned the graduate credits in an approved doctoral program. The individual will receive the additional stipend for a maximum of a five (5) year period after which the individual moves to the doctoral column if the degree has been earned. Otherwise, the individual will return to the original base salary.
- B. An employee who can provide satisfactory evidence that he/she has earned a Doctoral Degree in an accredited program from an approved university shall be paid an additional \$4,000 beyond that identified in the schedule.

ARTICLE XII

BENEFIT PROGRAMS

Section 1 - Health Insurance

The Board agrees to offer health insurance coverage (except dental) for all eligible employees and families including eligible dependents pursuant to the State of Connecticut 2.0 Plan, as amended in 2017, and as may be amended from time to time, and pursuant to the terms of the Memorandum of Understanding between the Board and the Union (unless the Board decides to withdraw under the terms of said Memorandum).

Effective July 1, 2019, the Administrator shall pay 25.5% of the premium cost share;
Effective July 1, 2020, the Administrator shall pay 26% of the premium cost share; and
Effective July 1, 2021, the Administrator shall pay 26.5% of the premium cost share.

If the Board self-insures, the employee premium contribution shall be based on the allocation rates and all minimum mandates shall be provided.

The language in this Article relating to the insurance provided by the State Plan 2.0 shall be transferred to Appendix D, to be memorialized in the event reference to such insurance is made necessary under the terms of the Parties' Memorandum of Understanding.

- A. Full pay dental with rider, additional basic benefits administered by the dental carrier.
- B. A long term disability insurance for the employee providing sixty (60) percent of their respective salary, up to a maximum monthly benefit of \$7,500 per month after a 180 calendar day waiting period. Benefits payable will be for sickness and accident to age 65, rights of survivorship, and primary social security leveled at time of disability. Employees shall pay \$.80 per month as premium cost share.
- C. Each administrator must certify annually on a form provided by the Board as to the dependent status of those enrolled in any of the Board's insurance programs, as well as provide information as to any qualifying events affecting eligibility.
- D. The Board may change carriers and/or plans and/or to fully insure or self insure in whole or in part provided there is substantial equivalency between the old and the new, when viewed as a whole.

Section 2 - Health Insurance Cost Containment

- A. Administrators must request physicians to specify medications by their generic titles as approved by the Food and Drug Administration in order to qualify for the prescription drug rider.
- B. Recovery Incentive Program - Administrators are encouraged to scan their hospital bills for overcharges and shall be paid 25% of all monies recovered.
 - 1. Notwithstanding the above, administrators may elect to waive, in writing, all health insurance coverage provided for under this contract, and in lieu thereof, may receive an annual payment of seven hundred and fifty dollars (\$750.00) in cash. Payment to those employees waiving such coverage shall be made in June.

2. Notice of intention to waive insurance coverage must be sent to the Superintendent or his designee not less than ninety (90) calendar days before such waiver is to take effect, subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers.
 3. Any administrator may elect to resume board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.
- C. If the cost of the group health plan or plans offered under this Agreement triggers an excise tax (the "Cadillac Tax") under the Internal Revenue Code or any other related local, state or federal statute or regulation, the parties agree to open negotiations for the purpose of addressing the impact of said tax upon the parties per Connecticut General Statute §10-153f(e).

Section 3 - Health Insurance Upon Retirement

Upon retirement, the Board agrees to offer staff members under the age of 65 the option to be covered under the State Plan 2.0, if permissible under the conditions set forth in the Parties' Memorandum of Understanding and the State Plan 2.0, as such may be amended from time to time. Retired employees may also continue to be covered by the Major Medical insurance plan. Major Medical Premium payment is due quarterly.

Upon retiring on or after July 1, 1993, administrators with sufficient quarters to qualify for automatic Medicare Part A coverage at age 65 will be covered with medical insurance as required by Connecticut State Statute with costs borne by the employee. This medical coverage will include a Medicare carve out. The Medicare carve out will be designed to coordinate with Medicare in order to provide a similar benefit to those enjoyed by active employees. The Medicare carve out will assume that plan participants are covered by Medicare Parts A and B and these are primary to the Board's medical insurance even in the event that the participant does not take Medicare Part A and Part B.

Section 4 - IRS Section 125 Plan

The Board of Education will implement an IRS Section 125 Plan, applicable to premium cost share, dependent care and un-reimbursed medical expenses.

Section 5 - Term Life Insurance

Each certified employee shall be provided with life insurance in a principal amount equal to two and one half times the staff member's annual contracted salary.

ARTICLE XIII

WORK YEAR

- A. If any administrator's work year is increased beyond that which is currently in effect, by state regulation or state statute, the rate of pay for said additional time shall be negotiated between the Board of Education and the Fairfield Association of School Administrators. If impasse is reached, a resolution of the issue shall be determined by arbitration under the rules and procedures established by the American Arbitration Association. In reaching his decision, the arbitrator shall utilize the criteria provided in Connecticut General Statute Section 10-153(f)(c)(4).
- B. Work year for each administrator is defined in Article V, Section F.

ARTICLE XIV

ADMINISTRATOR FILES

Official administrator files, wherever kept, shall be maintained under the following conditions:

- A. Administrators shall have the opportunity to review and discuss their observation and evaluation with their supervisors. Administrators shall have the right to receive copies of their individual evaluations. The supervisor may acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The supervisor shall have the right to answer any material filed, and the answer shall be attached to the file copy.
- C. Upon appropriate request by the supervisor, he shall be permitted to examine his files.
- D. The supervisor shall be permitted to reproduce any material in his files within five calendar days of his request at his own expense.
- E. Material will be removed from the files when an Administrator's claim that it is inaccurate or unfair is sustained by the Superintendent, Board, Arbitrator, Labor Board, or Court.

ARTICLE XV

MID-CONTRACT NEGOTIATIONS

If, pursuant to the terms of this Agreement or order of the State Labor Relations Board, the parties are required to negotiate any issue during the life of this Agreement, and have reached impasse in such negotiations, any unresolved issue(s) shall be submitted to binding arbitration pursuant to Connecticut General Statutes per Step 3 of the Grievance Procedure by either party within five (5) days after written declaration of impasse is presented to either party by the other. The costs of the arbitration shall be equally borne by the parties.

ARTICLE XVI

NO STRIKE

No Administrator shall engage in a strike or concerted refusal to render services. The Association shall not cause, counsel, sponsor, condone or participate in any strike or concerted refusal to render services.

ARTICLE XVII

GENERAL SAVINGS CLAUSE

If any provisions of this Agreement or any application thereof to any administrator or group of administrators is found contrary to law, then such provision or application will be invalid and subsisting only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

ARTICLE XVIII

MISCELLANEOUS

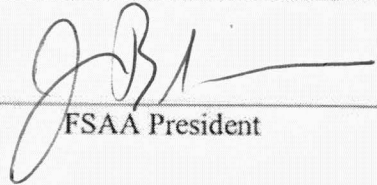
Inclement Weather Closing: When school is closed due to inclement weather, administrators may work from home rather than report to their respective assignments. Such days shall not be charged to vacation or personal days.

ARTICLE XIX

DURATION

The provisions of this Agreement shall be in full force and effect as of July 1, 2019 and shall continue to remain in full force and effect until June 30, 2022. Negotiations for successor Agreements shall be in accordance with statutory requirements.

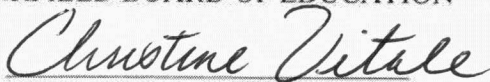
FAIRFIELD SCHOOL ADMINISTRATORS' ASSOCIATION



FSAA President

3/7/19
Date

FAIRFIELD BOARD OF EDUCATION



Chairman

3/8/19
Date

SCHEDULE A

2019-20 FAIRFIELD SCHOOL ADMINISTRATION SALARIES
For administrators employed as of June 30, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	160,420	151,763	140,552	135,112	132,606	123,499
2	164,356	155,476	143,977	138,398	135,827	126,486
3	167,589	158,527	146,789	141,094	138,472	128,940
4	171,381	162,102	150,090	144,259	141,576	131,815
5	185,437	175,388	162,379	156,064	153,894	142,582

SV - +\$2,000

DR - +\$4,000

- Due to step-renumbering, Administrators shall be on the same numerical step as they were in 2018-2019.
- All "red-circled" employees from 2018-2019 shall advance to step 5 herein.

SCHEDULE A

2019-20 FAIRFIELD SCHOOL ADMINISTRATION SALARIES
For administrators hired on or after July 1, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	160,420	151,763	140,552	135,112	132,606	123,499
2	164,356	155,476	143,977	138,398	135,827	126,486
3	167,589	158,527	146,789	141,094	138,472	128,940
4	171,381	162,102	150,090	144,259	141,576	131,815
5	176,066	166,531	154,186	148,194	145,682	135,404
6	180,751	170,960	158,282	152,129	149,788	138,993
7	185,437	175,388	162,379	156,064	153,894	142,582
SV - +\$2,000						
DR - +\$4,000						

SCHEDULE B

2020-21 FAIRFIELD SCHOOL ADMINISTRATION SALARIES
For administrators employed as of June 30, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	166,000	157,031	145,417	139,782	137,185	127,751
2	169,265	160,112	148,257	142,505	139,857	130,229
3	173,095	163,723	151,591	145,702	142,992	133,133
4	187,291	177,142	164,003	157,625	155,433	144,008

SV - +\$2,000

DR - +\$4,000

- Due to step-renumbering, Administrators shall be on the same numerical step as they were in 2019-2020.

SCHEDULE B

2020-21 FAIRFIELD SCHOOL ADMINISTRATION SALARIES
For administrators hired on or after July 1, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	166,000	157,031	145,417	139,782	137,185	127,751
2	169,265	160,112	148,257	142,505	139,857	130,229
3	173,095	163,723	151,591	145,702	142,992	133,133
4	177,827	168,196	155,728	149,676	147,139	136,758
5	182,559	172,670	159,865	153,650	151,286	140,383
6	187,291	177,142	164,003	157,625	155,433	144,008

SV - +\$2,000

DR - +\$4,000

-Due to step renumbering, all administrators shall remain at the same numerical step as they were on in 2019-2020.

SCHEDULE C
2021-22 FAIRFIELD SCHOOL ADMINISTRATION SALARIES
For administrators employed as of June 30, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	168,208	159,120	147,351	141,641	139,010	129,450
2	171,516	162,241	150,229	144,400	141,717	131,961
3	175,397	165,901	153,607	147,640	144,894	134,904
4	189,782	179,498	166,184	159,721	157,500	145,923

SV - +\$2,000

DR - +\$4,000

- All employees on step shall advance 1 step effective July 1, 2021.

SCHEDULE C

2021-22 FAIRFIELD SCHOOL ADMINISTRATION SALARIES
For administrators hired on or after July 1, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	168,208	159,120	147,351	141,641	139,010	129,450
2	171,516	162,241	150,229	144,400	141,717	131,961
3	175,397	165,901	153,607	147,640	144,894	134,904
4	180,192	170,433	157,799	151,667	149,096	138,577
5	184,987	174,967	161,991	155,694	153,298	142,250
6	189,782	179,498	166,184	159,721	157,500	145,923

SV - +\$2,000

DR - +\$4,000

-All employees on step shall advance one step effective July 1, 2021.

APPENDIX D – INSURANCE PRIOR TO STATE PLAN 2.0

A. The medical insurance co-pays for PPO services shall be as follows:

Medical Benefits	PPO	
	In Network	Out of Network
Deductible (ind/fam)	\$0	\$325/\$650/\$975
Coinsurance	0%	20%
Out-of-Pocket Maximum ⁽¹⁾	\$5,000/\$10,000	\$1,075/\$2,150/\$3,225
Lifetime Maximum	Unlimited	Unlimited
Office Visit Copays	\$35	20% after ded.
Specialist Copay	\$40	20% after ded.
Hospital Copay	\$275	20% after ded.
Urgent Care Copay	\$35	Not Covered
Emergency Room Copay	\$150	\$150
Outpatient Surgery Copay	\$100	20% after ded.
Well Child Care	\$0	20% after ded.
Periodic, Routine Health Exam	\$0	20% after ded.
Routine Eye Exams	\$0	20% after ded.
Routine OB/Gyn Exam	\$0	20% after ded.
Mammography	\$0	20% after ded.
Hearing Screening	\$0	20% after ded.
Outpatient MH/SA	\$35	20% after ded.
Diagnostic Lab and X-Ray (hosp affiliated)	\$0	20% after ded.
Diagnostic Lab and X-Ray (free standing)	\$0	20% after ded.
Allergy Services	\$35	20% after ded.
Semi-Private Room	\$275	20% after ded.
Inpatient MH/SA	\$275	20% after ded.
Skilled Nursing Facility	\$275	20% after ded.
Inpatient Rehabilitative Services	\$275	20% after ded.
High Cost Diagnostics ⁽²⁾	\$75	20% after ded.
Ambulance	\$0	\$0
Outpatient Rehabilitative Services	\$35	20% after ded.
Durable Medical Equipment	\$0	20% after ded.
Benefit Description		
Prescription Benefits ⁽³⁾	PPO	
Retail Generic	\$15	20% after ded.
Retail Brand Formulary	\$25	
Retail Brand Non-Formulary	\$40	
Mail Order Generic	\$30	

Mail Order Brand Formulary	\$50	
Mail Order Brand Non-Formulary	\$80	
Rx Annual Maximum	Unlimited	

- (1) Out-of-Pocket maximum equals deductible, copays, and coinsurance maximum
- (2) high cost diagnostic procedures include CAT, CTA, PET, SPECT, MRA and MRI
- (3) mandatory generic substitution, and 30 day supply at retail, unless specified DAW

- B. Medical insurance plan to have prescription co-pays as stated above.
- C. The Board may implement a comprehensive plan as an alternative to, and not in lieu of, the PPO plan; and may also implement an HSA plan as another voluntary alternative to, and not in lieu of, the PPO plan. Details, such as the deductibles and co-insurance, and the premium cost share of the comprehensive or HSA plan shall be as determined by the Board. Participation by an administrator in the PPO plan, the comprehensive plan or HSA shall be entirely at the option of the administrator.

CONFIDENTIAL MEMORANDUM

TO: TOWN OF FAIRFIELD RTM
FROM: ATTORNEY STEPHEN M. SEDOR
DATE: MARCH 11, 2019
RE: FSAA COLLECTIVE BARGAINING AGREEMENT

Greetings:

This Memorandum shall summarize the Collective Bargaining Agreement that has been negotiated with the Fairfield School Administrators Association. (the "Union") for the period of July 1, 2019 to June 30, 2022.

I. INTRODUCTION AND BARGAINING UNIT INFORMATION

Basic Unit Data:

- 40 FTE members of the bargaining unit;
- 2018-2019 salary schedule obligation (current) = \$6,064,061.
- See attached Exhibit A.

Cost of Increment:

<u>Year</u>	<u>Salary Account</u>	<u>New Money</u>	<u>Increase</u>
2018-19	\$6,064,061		
2019-20	\$6,190,617	\$126,556	2.09%
2020-21	\$6,247,998	\$57,381	0.93%
2021-22	\$6,293,925	\$45,927	0.74%
TOTAL:		\$229, 864	3.76% (3.79% Compounded)

II. SETTLEMENT SUMMARY

Duration: July 1, 2019 to June 30, 2022.

Salary Settlement (Structure):

Year 1: Step plus .5% GWI
Year 2: Step plus 1.0% GWI
Year 3: Step plus 1.33% GWI
Total: 6.61% (6.75% Compounded)

Cost of Salary Settlement:

<u>Year</u>	<u>Salary Account</u>	<u>New Money</u>	<u>Increase (Including Step Cost)</u>
2018-19	\$6,064,061		
2019-20	\$6,221,573	\$157,512	2.6%
2020-21	\$6,342,041	\$120,468	1.94%
2021-22	\$6,473,617	\$131,576	2.07%
TOTAL:		\$409,556	6.61% (6.75% Compounded)

Changes to Salary Schedule(s):

- Step 1 of the existing salary schedule shall be removed on 7/1/19; and
- Step 2 of the existing salary schedule shall be removed on 7/1/20; and
- A new and separate salary schedule will be implemented for new hires (those hired after approval of the Tentative Agreement). This new salary schedule shall be the same as that of the existing salary schedule, except two new steps shall be placed in between the highest two steps (current steps 5 and 6).
- A copy of the new salary schedules are attached as Exhibit B.

Salary Comparisons

- (1) State Average (See attached Tab C for most recent CABE data).*

<u>Year</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2020-22</u>	<u>Total</u>
State Average	2.19%	2.29%	2.24%	6.72%
Fairfield	2.6%	1.94%	2.07%	6.61%

*The (uncompounded) state average at the time of the Tentative Agreement was 6.75%. It now 6.72% based on the most recent data produced by CABE.

- (2) Fairfield County

<u>DISTRICT</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>Total</u>
Brookfield (38)	2.64%	2.43%	2.49%	7.56%
Greenwich (1)	2.07%	2.2%	2.05%	6.32%
Easton (19)	2.1%	2.15%	2.15%	6.4%
Stamford (26)	2.48%			
Bridgeport (165)	1.64%	1.79%	1.81%	5.24%
Danbury (125)	2.25%	3.0%	2.38%	7.63%
Ave. by Year	2.2%	2.31%	2.18%	6.69%
3-Year Ave.*				6.63%
Fairfield (16)	2.6%	1.94%	2.07%	6.61%

*The "3-year average" calculation does not include Stamford, since the Stamford agreement was for one year. It instead takes the average of all of the 3-year contract settlements.

FAIRFIELD COUNTY AVERAGE (WITHOUT BRIDGEPORT):

<u>DISTRICT</u>	2019-2020	2020-2021	2021-2022	TOTAL
Brookfield	2.64%	2.43%	2.49%	7.56%
Greenwich	2.07%	2.2%	2.05%	6.32%
Easton	2.1%	2.15%	2.15%	6.4%
Stamford	2.48%			
Danbury	2.25%	3.0%	2.38%	7.63%
Ave. by year	2.31%	2.45%	2.27%	7.03%
3-Year Ave.				6.98%
Fairfield	2.6%	1.94%	2.07%	6.61%

FAIRFIELD COUNTY AVERAGE (HIGH/LOW REMOVED)

<u>DISTRICT</u>	2019-2020	2020-2021	2021-2022	TOTAL
Brookfield	2.64%	2.43%	2.49%	7.56%
Greenwich	2.07%	2.2%	2.05%	6.32%
Easton	2.1%	2.15%	2.15%	6.4%
Stamford	2.48%			
Ave. by year	2.32%	2.26%	2.23%	6.81%
3-Year Ave.				6.76%
Fairfield	2.6%	1.94%	2.07%	6.61%

Insurance:

Insurance (except dental) will continue to be provided through the State Plan 2.0. The premium cost share shall increase .5% per year. Fairfield Administrators are currently paying 25% premium cost share, which is the highest of any settlements reported; one of (if not) the highest in the State; and the highest of all who are in the State Plan 2.0. The increase in the premium cost shares will mitigate the rise in insurance costs by a projected amount of \$73, 618.

Language and Work Rule Changes:

- The language of the "Agency Shop" clause of the contract has been modified in accordance with the United States Supreme Court's decision in *Janus* so as to remove any requirement that an Administrator either join the Union or pay an agency fee.
- Long term disability payments shall begin after 180 days, instead of what was 360 days.
- Administrators shall have 25 vacation days (increased from 23 days). They may take vacation days during the school year only *with the approval of the Superintendent*.
- Sick days shall increase from 15 to 18; and sick days can be accrued up to 175 days (previously 150).

I trust that this summary addresses the questions that you may have.

Thank you for your attention.

EXHIBIT A

FAIRFIELD BOARD OF EDUCATION
2018-19 ADMINISTRATOR NEGOTIATIONS

Incremental Cost of the Salary Account 2019-22

2018-19 SALARY SCHEDULE

CATEGORIES						
STEPS	I	II	III	IV	V	VI
1	156,551	148,109	137,179	131,877	129,432	120,555
2	159,622	151,008	139,853	134,440	131,946	122,885
3	163,538	154,702	143,261	137,709	135,151	125,857
4	166,755	157,738	146,059	140,392	137,783	128,299
5	170,528	161,296	149,343	143,541	140,872	131,159
red-circled	181,787	171,936	159,183	152,993	150,865	139,776
6	184,514	174,515	161,571	155,288	153,128	141,873

2018-19 STEP PLACEMENT

CATEGORIES						
STEPS	I	II	III	IV	V	VI
1	-	-	1.0	1.0	-	-
2	-	-	-	1.0	1.0	-
3	-	-	-	2.0	-	1.0
4	-	-	1.0	1.0	1.0	-
5	-	-	3.0	2.0	1.0	1.0
red-circled	-	2.0	1.0	1.0	2.0	-
6	2.0	1.0	5.0	4.0	5.0	-

2018-19 COST OF THE SALARY ACCOUNT

CATEGORIES						
STEPS	I	II	III	IV	V	VI
1	-	-	137,179	131,877	-	-
2	-	-	-	134,440	131,946	-
3	-	-	-	275,418	-	125,857
4	-	-	146,059	140,392	137,783	-
5	-	-	448,029	287,082	140,872	131,159
red-circled	-	343,872	159,183	152,993	301,730	-
6	369,028	174,515	807,855	621,152	765,640	-

Cost w/o Red-Circled Employees 5,106,283
Red-Circled Employees 957,778
Total Cost 6,064,061
FTE's 40

Note: this does not include doctoral stipends

EXHIBIT B

Connecticut Association of
Boards of Education (39)

ADMINISTRATOR SETTLEMENTS
2018-2019

DATE REPORTED	DISTRICT	PROCESS	RAT (Y/N)	WITHOUT INCREMENT				WITH INCREMENT			
				2019-20	2020-21	2021-22	2022-23	2019-20	2020-21	2021-22	2022-23
05/23/18	REGION #8	NEG	Y	2.20%				2.20%			
	One year extension, no step schedule.										
09/14/18	BROOKFIELD	MED	Y	2.00%	2.00%	2.00%		2.64%	2.43%	2.49%	
	The salary sched is being revamped; only "off-scale" employees receive GWI only of 2.0% for each of three years. Also adding \$500 PhD/EdD stipend. No changes to insur: all employees get PPO HDHP with HSA at 21% pcs (all three years, all levels of coverage) and the Board contributes 30% of the (\$2000/4000) deduc into the HSA all three years. Adding language to use up to 5 days of sick leave for family illnesses; funeral leave (3 days); and jury duty language (notification, normal salary less jury duty pay). Tuition reimbursement is incr from \$2000 to \$2500 per year, and from \$10000 to \$12000 over lifetime, but we're adding in a sliding scale of repayment if employee leaves before 5 years. Eliminating the longevity article.										
	HARTFORD CNTY			1.00%	2.00%	2.00%		0.20%	2.12%	2.03%	
	PCS for HDHP plan incr from 19% to 20% in yr 2, 21% in yr 3; BOE contribution to annuity incr from 2% to 2.5%.										
08/28/18	GREENWICH	NEG	Y	1.90%	2.05%	2.05%		2.07%	22.00%	2.05%	
	Yr 1: schedule restructured and Elem Prin adjustment; Yr 2: cost includes Elem Prin adjustment; PCS for State Partnership Plan incr from 12% to 13.5% in yr 1, 15% in yr 2 & 16.5% in yr 3.										
09/04/18	MANCHESTER	NEG	Y		1.25%			1.90%	1.25%	1.79%	
	Yr 1: schedule restructured, 1% at max; Yr 2: no step; Yr 3: 1% at max plus step; Yr 1: additional 0.63% cost for 10 add'l work days for 1 group & regrouping of salary classifications; Added \$1500 annuity; PCS for HDHP incr from 17.5% to 18.5% in yr 1, 19.5% in yr 2 & 20.5% in yr 3, BOE funding of HSA changes from % to flat \$1000/2000.										
09/11/18	PLYMOUTH	NEG	Y	1.75%	2.00%	2.25%		2.46%	2.47%	2.25%	
	PCS for State Partnership Plan 2.0 incr from 19% to 20% in yr 1, 21% in yr 2 & 22% in yr 3.										
09/13/18	MILFORD	MED	Y	2.00%	2.00%	2.25%		2.02%	2.01%	2.26%	
	Eliminate PPO; HSA funding 60% in yrs 1 & 2, 50% in yr 3, PCS for HDHP 15% in yr 1, 16% in yr2 & 17% in yr 3. replace Stirling and Stirling with Medicare Advantage Plan.										
09/20/18	MONTVILLE	NEG	Y	1.00%	1.00%	1.00%					
	PCS for HDHP incr from 19.5% to 20% in yr 2, 20.5% in yr 3, 100% over HDHP for PPO.										
09/21/18	MARLBOROUGH	NEG	Y	2.00%	2.00%	2.13%					
09/25/18	OXFORD	NEG	Y	2.50%	2.50%	2.50%		2.50%	2.50%	2.50%	
	PCS for HDHP plan incr from 21% to 22% in yr 1, 23% in yr 2 & 24% in yr 3.										
09/28/18	EASTON	MED	Y	2.10%	2.15%	2.15%		2.10%	2.15%	2.15%	
	High Deductible Health Plan implemented. BOE contribution to HSA: 50%/50%/40%, \$2000/4000 deduc RX co-pay 5/25/40; Premium Cost Share 20%/20%/21%										

**Connecticut Association of
Boards of Education**

**ADMINISTRATOR SETTLEMENTS
2018-2019**

DATE REPORTED	DISTRICT	PROCESS	RAT (Y/N)	WITHOUT INCREMENT				WITH INCREMENT			
				2019-20	2020-21	2021-22	2022-23	2019-20	2020-21	2021-22	2022-23
10/01/18	NEWINGTON		Y	0.50%	0.45%	0.45%		2.00%	1.95%	1.95%	
	PCS for HDHP plan 14.25% in yr 1, 16.25% in yr 2 & 18.25% in yr 3.										
10/11/18	DANBURY	NEG	Y	2.25%				2.25%	3.00%	2.38%	
	Yr 2: 1.5% below max, 2% at max; Yr 3: step at mid-year, 1.5% below max, 2% at max; PCS for HDHP incr from 19% to 20% in yr 2.										
10/11/18	GRANBY	NEG	Y	3.50%	3.25%	3.00%		3.60%	3.40%	3.00%	
10/16/18	OLD SAYBROOK	NEG	Y					2.06%	2.06%	2.06%	
	No insurance changes.										
10/16/18	STAMFORD	MED	Y	2.10%				2.48%			
	Negotiations on salary only. Each step the salary will increase by 2.1%. Administrators not yet on the max step will move one step.										
10/19/18	PRESTON	MED	Y					2.00%	2.00%	2.00%	
10/19/18	WALLINGFORD	NEG	Y	1.75%	1.90%	1.85%					
11/09/18	MIDDLETOWN	MED	Y					4.23%	2.61%	2.31%	1.88%
11/21/18	NEW HARTFORD	NEG	Y					1.30%	2.00%	2.00%	
11/23/18	ROCKY HILL	NEG	Y	0.41%	0.90%	0.84%		2.00%	2.00%	3.00%	
11/26/18	REGION #6	NEG	Y					1.00%	1.50%	2.00%	
	The district reserves the right to decrease the position allocation of school administrator for schools with fewer than 100 students.										
11/27/18	REGION #19	NEG	Y	2.25%	2.00%	2.00%					
	Created sick bank										
12/14/18	CROMWELL	MED	Y	2.25%	2.25%	2.25%					
12/20/18	REGION #12	MED	Y	1.00%	3.00%	2.40%		2.48%	4.32%	3.75%	
12/28/18	NORTH BRANDFORD	MED	Y	1.00%	1.00%	1.00%		1.54%	1.53%	1.48%	
	WINDHAM CNTY			1.75%				2.10%			
	1 year agreement.										
	NEW HAVEN CNTY			1.75%	1.90%	1.85%		2.27%	2.36%	1.85%	

**Connecticut Association of
Boards of Education**

**ADMINISTRATOR SETTLEMENTS
2018-2019**

DATE REPORTED	DISTRICT	PROCESS	RAT (Y/N)	WITHOUT INCREMENT				WITH INCREMENT			
				2019-20	2020-21	2021-22	2022-23	2019-20	2020-21	2021-22	2022-23
				BOE contribution to HSA will be made in 3 installments (July, Sept, Jan), for employees receiving an ins waiver payment as of 7/1/19 will be based on flat dollar instead of a % of the premium; PCS for HDHP plan incr from 20% to 21% in yr 1, 22% in yr 2 & 23% in yr 3.							
	LITCHFIELD CNTY			2.00%	2.00%	2.00%		2.00%	2.00%	2.00%	
	No step schedule; HDHP will be sole plan offered, RX copays incr \$0/15/30 to \$0/25/40, HSA funding reduced from 50% to 45%, PCS incr from 12% to 13% in yr 1, 14% in yr 2 & 16% in yr 3.										
	MIDDLESEX CNTY			2.00%	2.00%	1.75%	4.08%	2.51%	2.45%	2.02%	
	Yr 1: wrk yr incr of 6 days for majority of positions paid at \$500 or \$400 per day & pos reclassified, 0.75% below max, 1.5% at max to revised sched; Move to State Partnership Plan 2.0 with 21% PCS in yr 1 & 22% in yrs 2-4.										
	HARTFORD CNTY			0.00%	2.00%	2.00%		0.20%	2.12%	2.03%	
	PCS for HDHP plan incr from 19% to 20% in yr 2, 21% in yr 3; BOE contribution to annuity incr from 2% to 2.5%.										
	FAIRFIELD CNTY			1.90%	2.05%	2.05%		2.07%	2.20%	2.05%	
	Yr 1: schedule restructured, 1.9% GWI at max and Elem Prin adjustment; Yr 2: cost includes Elem Prin adjustment; PCS for State Partnership Plan incr from 12% to 13.5% in yr 1, 15% in yr 2 & 16.5% in yr 3.										
	FAIRFIELD CNTY			0.30%	0.45%	0.45%		1.64%	1.79%	1.81%	
	Year 1: step and 1.0% top step only; Yr 2 step and 1.5% top step only; Yr 3 step and 1.5% top step only. Move to the Partnership Plan; cost share pre-2014: 26%, 26.5%, 27%, post-2014 28%, 28.5%, 29%										
	TOLLAND CNTY							2.25%	2.00%	2.00%	
	Employee PCS (keeping current \$2000/4000 HDHP/HSA only): 20% (same as current year) in Yr 1, then 21% in Yrs 2 & 3. Bd will continue 50% funding of deductibles into HSA each year; no changes to Rx copays after hitting deductible. Establishing a Sick Leave Bank.										
AVERAGE				1.64%	1.84%	1.82%	1.75%	2.19%	2.29%	2.24%	1.95%

EXHIBIT C

SCHEDULE A

2019-20 FAIRFIELD SCHOOL ADMINISTRATION SALARIES
For administrators employed as of June 30, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	160,420	151,763	140,552	135,112	132,606	123,499
2	164,356	155,476	143,977	138,398	135,827	126,486
3	167,589	158,527	146,789	141,094	138,472	128,940
4	171,381	162,102	150,090	144,259	141,576	131,815
5	185,437	175,388	162,379	156,064	153,894	142,582

SV - +\$2,000

DR - +\$4,000

- Due to step-renumbering, Administrators shall be on the same numerical step as they were in 2018-2019.
- All "red-circled" employees from 2018-2019 shall advance to step 5 herein.

SCHEDULE A

2019-20 FAIRFIELD SCHOOL ADMINISTRATION SALARIES
For administrators hired on or after July 1, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	160,420	151,763	140,552	135,112	132,606	123,499
2	164,356	155,476	143,977	138,398	135,827	126,486
3	167,589	158,527	146,789	141,094	138,472	128,940
4	171,381	162,102	150,090	144,259	141,576	131,815
5	176,066	166,531	154,186	148,194	145,682	135,404
6	180,751	170,960	158,282	152,129	149,788	138,993
7	185,437	175,388	162,379	156,064	153,894	142,582
SV - +\$2,000						
DR - +\$4,000						

SCHEDULE B

2020-21 FAIRFIELD SCHOOL ADMINISTRATION SALARIES

For administrators employed as of June 30, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	166,000	157,031	145,417	139,782	137,185	127,751
2	169,265	160,112	148,257	142,505	139,857	130,229
3	173,095	163,723	151,591	145,702	142,992	133,133
4	187,291	177,142	164,003	157,625	155,433	144,008

SV - +\$2,000

DR - +\$4,000

- Due to step-renumbering, Administrators shall be on the same numerical step as they were in 2019-2020.

SCHEDULE B

2020-21 FAIRFIELD SCHOOL ADMINISTRATION SALARIES

For administrators hired on or after July 1, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	166,000	157,031	145,417	139,782	137,185	127,751
2	169,265	160,112	148,257	142,505	139,857	130,229
3	173,095	163,723	151,591	145,702	142,992	133,133
4	177,827	168,196	155,728	149,676	147,139	136,758
5	182,559	172,670	159,865	153,650	151,286	140,383
6	187,291	177,142	164,003	157,625	155,433	144,008

SV - +\$2,000

DR - +\$4,000

-Due to step renumbering, all administrators shall remain at the same numerical step as they were on in 2019-2020.

SCHEDULE C
2021-22 FAIRFIELD SCHOOL ADMINISTRATION SALARIES
For administrators employed as of June 30, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	168,208	159,120	147,351	141,641	139,010	129,450
2	171,516	162,241	150,229	144,400	141,717	131,961
3	175,397	165,901	153,607	147,640	144,894	134,904
4	189,782	179,498	166,184	159,721	157,500	145,923

SV - +\$2,000

DR - +\$4,000

- All employees on step shall advance 1 step effective July 1, 2021.

SCHEDULE C

2021-22 FAIRFIELD SCHOOL ADMINISTRATION SALARIES
For administrators hired on or after July 1, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	168,208	159,120	147,351	141,641	139,010	129,450
2	171,516	162,241	150,229	144,400	141,717	131,961
3	175,397	165,901	153,607	147,640	144,894	134,904
4	180,192	170,433	157,799	151,667	149,096	138,577
5	184,987	174,967	161,991	155,694	153,298	142,250
6	189,782	179,498	166,184	159,721	157,500	145,923

SV - +\$2,000

DR - +\$4,000

-All employees on step shall advance one step effective July 1, 2021.



Phil Pires <phil.pires@gmail.com>

HDC Local Historic Property Designation

Rosina <rcnegron@hotmail.com>

Mon, Feb 25, 2019 at 4:22 PM

To: "pires.fairfieldrtm@gmail.com" <pires.fairfieldrtm@gmail.com>

Cc: "chris@domusllc.com" <chris@domusllc.com>

Mr. Pires,

I am one of the Commissioners in the Fairfield Historic District Commission and we are seeking the designation of a local historic property outside of the three existing historic districts. The property we would like to designate is Trinity St. Michael's Episcopal Church located at [554 Tunxis Hill Road](#). We have complied with items 1-4 of **Sec. 7-147q** and **Sec. 7-147r (enclosed below for reference)**, and now need to comply with item 5. The public hearing occurred on February 21st and the Owners were in attendance. Please let us know the process we need to follow for the RTM to review this historic property designation.

In addition to this new historic property designation, I discussed with Stanton Lesser the fact that the already designated historic properties in town, nine in total, do not appear in Chapter 26 of the ordinance. It would be helpful for future HDC commissioners to clearly see the individually designated properties in the ordinance in addition to the three districts which clearly appear on it. Is there a process to include these previously designated properties in the ordinance/amend the ordinance Chapter 26.7 to include them in 26.7.2, since some of the existing historic properties seem to refer to a Chapter 27 not present in Fairfield's ordinance?

Best,
Rosina Negrón

Sec. 7-147q and Sec. 7-147r:

1. An historic properties study committee is established by the local legislative body/Chief Elected Official.
2. The study committee produces a study report on the property, which must include:
 - An analysis of the historic significance and architectural merit of the property;
 - A map showing the exact boundaries of the area to be designated.
 - Current photographs of the property
 - A proposed ordinance designed to designate and provide for the protection of an historic property or properties. If there is already an ordinance in place, it can be amended to add the property; and
 - The name of the current owner(s) of record
 - Any other matters as the committee may deem necessary or advisable.
3. The study committee sends 2 hard copies of the report to:
 1. Mary Dunne
DECD/SHPO
450 Columbus Blvd.
Suite 5
Hartford, CT 06103
 2. Your Planning Commission and Zoning CommissionEach must make comments within 65 days of receiving the report.
4. The study committee holds a public hearing on the designation of the proposed historic property. The public hearing cannot be held less than 65 days after the report is submitted to the SHPO and P&Z, unless comments are received from both parties before the 65 days elapse. If no comments are received within 65 days, the committee can assume the silent party approves.

PLEASE REFER TO SECTION 7-147q (e) FOR PROCEDURES ON NOTICING A PUBLIC HEARING.

5. After the hearing the committee submits a report with any changes introduced at the public hearing to the legislative body of the municipality and the town clerk.

6. The owner(s) of record of the property may object to the proposed designation. If there is no written objection received pursuant to Section 7-147q (g), within thirty days following the public hearing, the legislative body can do one of the following:

- Accept the report and enact an ordinance to designate the historic property and provide for its regulation.
- Reject the report of the committee, stating its reasons for such rejection; or
- Return the report to the historic properties study committee, with such amendments and revisions as it may deem advisable, for consideration by the committee.

Sent from my iPhone

**FAIRFIELD HISTORIC PROPERTY
COMMISSION**

REPORT FOR

RECEIVED

FEB 27 2019

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

**TRINITY ST. MICHAEL'S EPISCOPAL CHURCH
554 TUNXIS HILL ROAD**



**HISTORIC PROPERTY
FAIRFIELD, CONNECTICUT**

February 25, 2019

Table of Contents

Description	3
History	3
Architecture	4
Source Material	5
Draft Ordinance	6
Current Map	7
Current Images	8
Plot Plan	12
Maps, Deed and Images	13

TRINITY ST. MICHAEL'S EPISCOPAL CHURCH
554 TUNXIS HILL ROAD
FAIRFIELD, CT

Description

Trinity St. Michael's is located at 544 Tunxis Road. The structure stands at the corner of Tunxis Hill Road and Ridgely Avenue. The church, built largely by Italian immigrant craftspersons, is made from local fieldstone in Romanesque style with a tile roof, stone campanile and one bell.

The Tunxis Hill Road elevation consists of a single stained glass window centered in the façade, with a pointed arch. The bell tower steps back from the front façade and contains two semi-circular arches, one at ground level and the one at the campanile. The main entrance to the Church, through a round arched doorway, is located on the side façade that faces Ridgely Avenue. The side facades of the Church have round arched stained glass windows. Perpendicular to the nave, towards Ridgely Avenue, the fieldstone building continues with a two story structure with a combination of rounded arched openings and rectangular openings.

A brick building addition extends towards the back of the property, behind the nave. This two story addition contains square openings. The rear façade, built from concrete masonry units has brick quoin corner detail and minimal openings.

History

Trinity St. Michael's Church on Tunxis Hill Road in Fairfield was organized in 1921 under the auspices of all the Episcopal parishes in Bridgeport, including Trinity Church, as a mission for unchurched people of Italian descent. The present (and original) building was consecrated by Bishop Chauncey Bunce Brewster in 1922.

The first settled pastor was the Rev. Joseph Racioppi (1921-1931) who was also an assistant at Trinity Church and who studied extensively in Florence, Italy. Though begun as a Diocesan Mission, St. Michael became a Parochial Mission of Trinity Church. When Trinity Church in Bridgeport was destroyed in 1963 by eminent domain for the construction of Route 8, Route 25 and Route 95 interchange, Trinity Church bequeathed its stained glass windows, vestments and

other consecrated items to St. Michaels Church. On October 21, 1973 St. Michaels Church was re-consecrated as Trinity St. Michael's Episcopal Church.

Trinity parish had a very interesting background dating back to the civil war period. It was founded 1863 as a "Copperhead church" that had broken away from the parent church because the congregation's sympathies were with the South.¹

Architecture

The architectural design of Trinity St. Michael's Church is Romanesque and it is made of native fieldstone with a tiled roof, stone campanile and one bell. The bell, donated by cone family in 1924 to call members to services, still stands ready to ring from the open, Mediterranean-like arch that's part of the brown fieldstone church.²

Many of the features of the Trinity Church have been incorporated into the re-built edifice. Eight stained glass windows, once the pride of Trinity parishioners, have been installed after being completely reconstructed. Two stained glass windows also from Trinity have been installed in the narthex while the two wrought iron gates, also from Trinity have been placed at the entrance to the sanctuary. In the new hall, the walls are graced by several religious paintings from Trinity. The carved wood Christ the King that once hung behind the altar at Trinity Church now graces the Fairfield church as do the sanctuary lamps from the former Bridgeport church.³

The church was enlarged to provide additional seating, and a two story addition was built in two stages to provide classrooms and offices on the first floor and a parish hall and kitchen on the second floor. The additions are utilitarian, made of brick and concrete masonry unit.

In the alterations which began in 1971 in accordance with designs by David E. Austin, the church proper was dropped about 4 ½ feet to enable parishioners to enter the church directly without having to climb steps. In addition, to provide a more ample entry, the front of the church was extended toward the street.⁴

¹ Bridgeport Sunday Post, October 14, 1 973.

² Connecticut Post, Saturday, June 16, 2001

³ Bridgeport Sunday Post, October 14, 1973

⁴ Bridgeport Sunday Post, October 14, 1973

The Church is architecturally significant as one of the best examples of English-derived buildings in Fairfield. English revival styles, which were used in residential buildings in Fairfield, are extremely under-represented in institutional buildings in town. This Church, which survives in a remarkable state of preservation, achieves its picturesque quality through its asymmetrical massing, use of parapets, and its rustic, rubblestone surface.⁵ The boundary of the Church property includes a wrought iron fence along Tunxis Hill Road and Ridgely Avenue and is a character defining element for the property.

Sources

Bridgeport Sunday Post, October 14, 1973

Cameron, Kenneth Walter. Centennial History of Trinity Episcopal Church Bridgeport, Connecticut. Trinity Episcopal Church, Bridgeport, Connecticut, 1963.

Connecticut Post, Saturday, June 16, 2001.

www.fairfield.org/content/10724/904/1052/1849.aspx

⁵ www.fairfield.org/content/10724/904/1052/1849.aspx

BE IT ORDAINED BY THE REPRESENTATIVE TOWN MEETING as follows:

CHAPTER 26
HISTORIC PROPERTIES

To Section 26.7.2 Designation of Historic Properties is amended by adding the following: *The following property which is shown on maps on file in the office of the Town Clerk is hereby designated as a Historic Property:*

554 Tunxis Hill Road, Fairfield

Two certain pieces or parcels of land, with the buildings thereon standing, situated in the Town and County of Fairfield, State of Connecticut, and known and designated as follows:

First Piece:

Being Lots Nos. 38-39-40-41 and 42 on Tunxis Hill Road and Ridgely Avenue, as shown on map of property known as LENOX HEIGHTS, made by Scofield and Ford, dated June 15th, 1906, and filed in the office of The Bridgeport Land and Title Company, Bridgeport, Connecticut. It is understood and agreed that the Releasor shall not be holden for any part of division fences,

Being the same premises conveyed to the Releasor herein by Christopher L. Sundine by Warrant Deed dated March 30th, 1922, and recorded in the Land Records of the Town of Fairfield in Volume 107 at Page 269.

Second Piece:

Being Lots Nos. 44 and 45, delineated on a certain map entitled "Map of Building Lots at Lenox Heights, Fairfield, Conn.", made by Scofield and Ford, Surveyors, dated June 15th, 1906 and on file in the office of the Town Clerk of said Fairfield, reference thereto being hereby expressly made. Said premises are more particularly bounded and described as follows:

Northerly on Ridgely Avenue, so called and shown on said map, fifty (50) feet;

Easterly on Lot No. 46 on said map, one hundred (100) feet;

Southerly on Lots Nos. 30 and 31 on said map, fifty (50) feet;

Westerly on Lot No. 43 on said map, one hundred (100) feet.



Town of Fairfield

Title



1:1,200

200.0 0 100.00 200.00 Feet

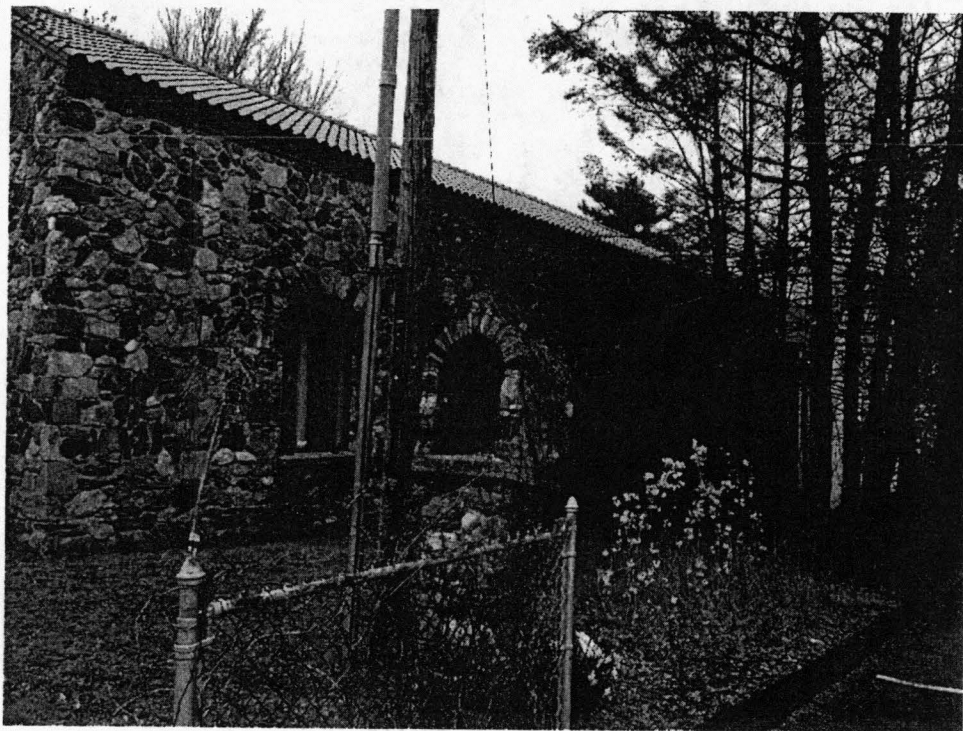
WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Greater Bridgeport Regional Council

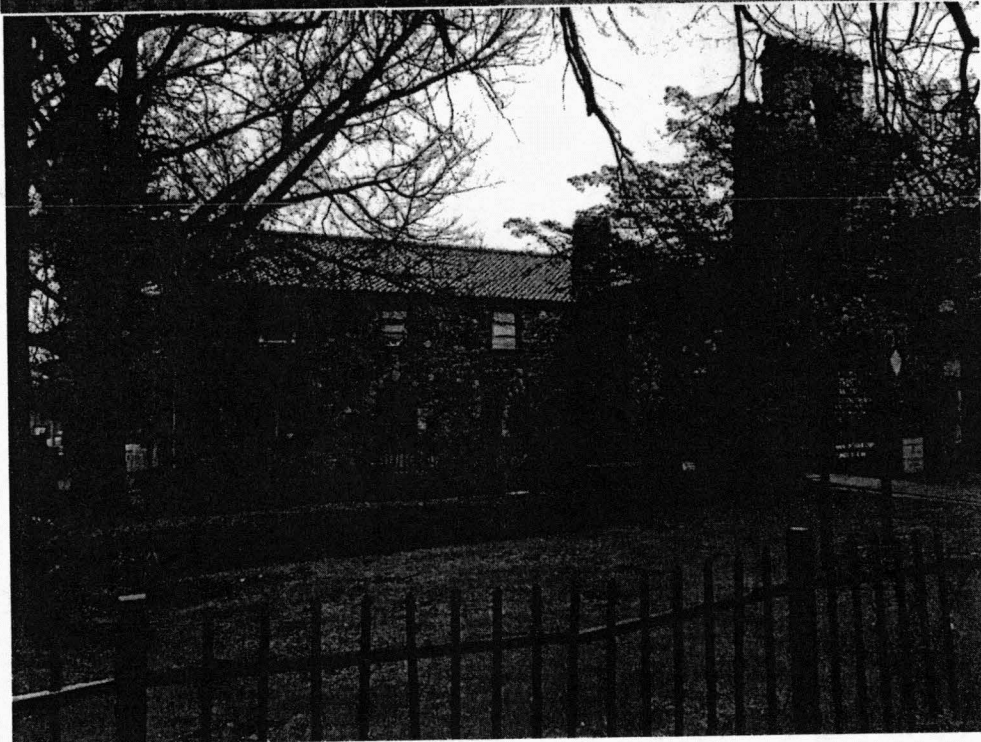
Legend

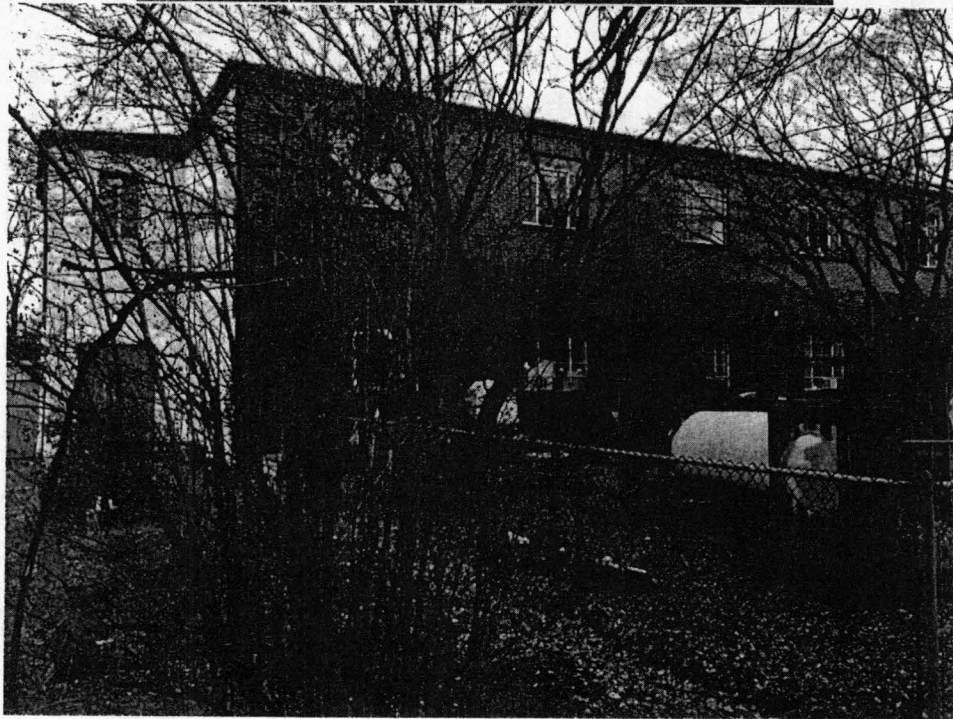
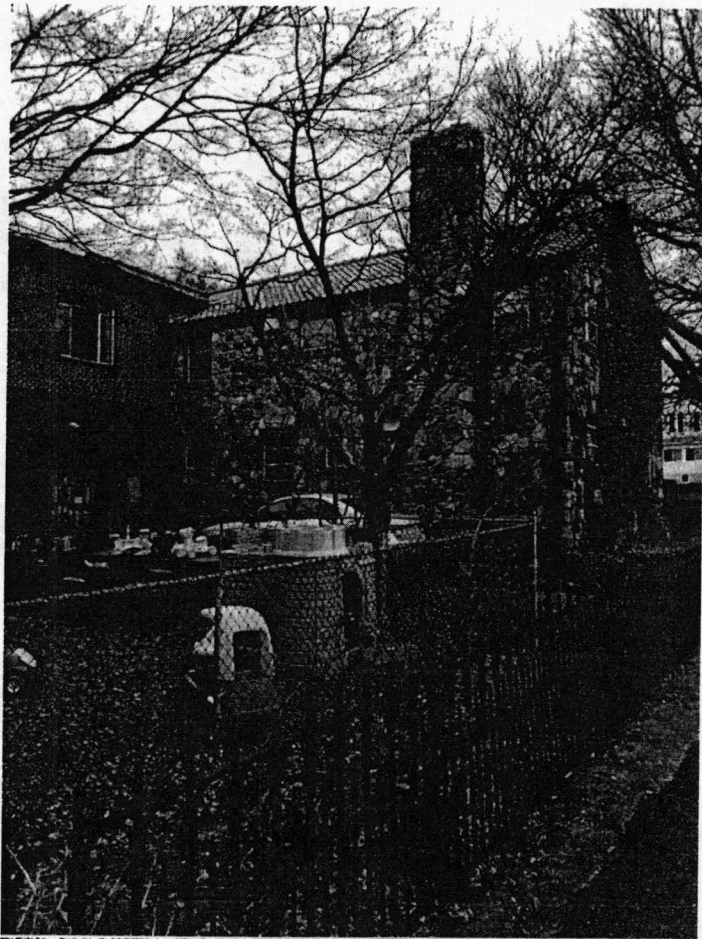
World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery

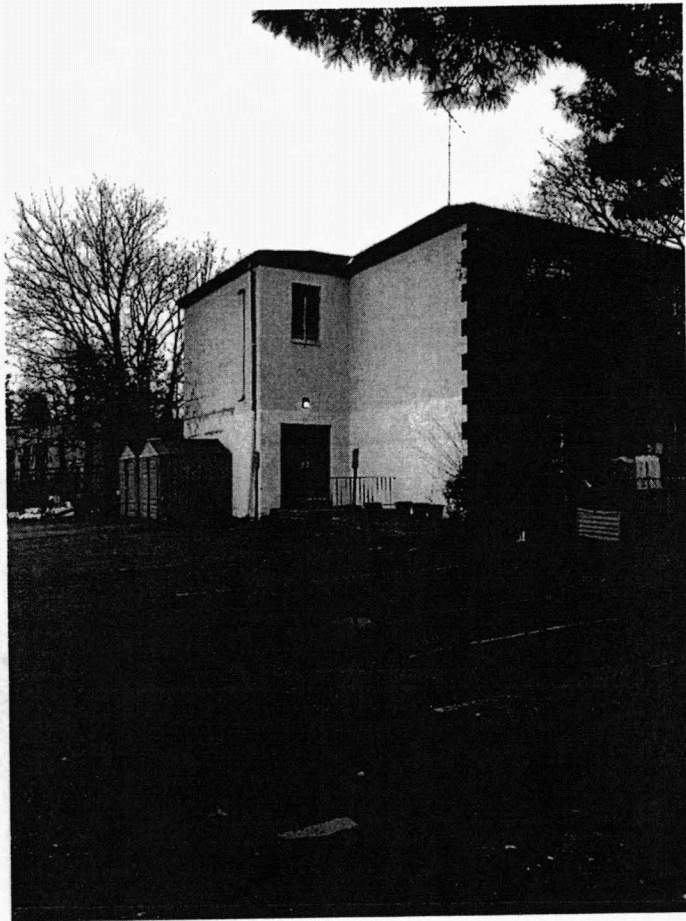


This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be current or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION









ion: 554 TUNNIS HILL ROAD

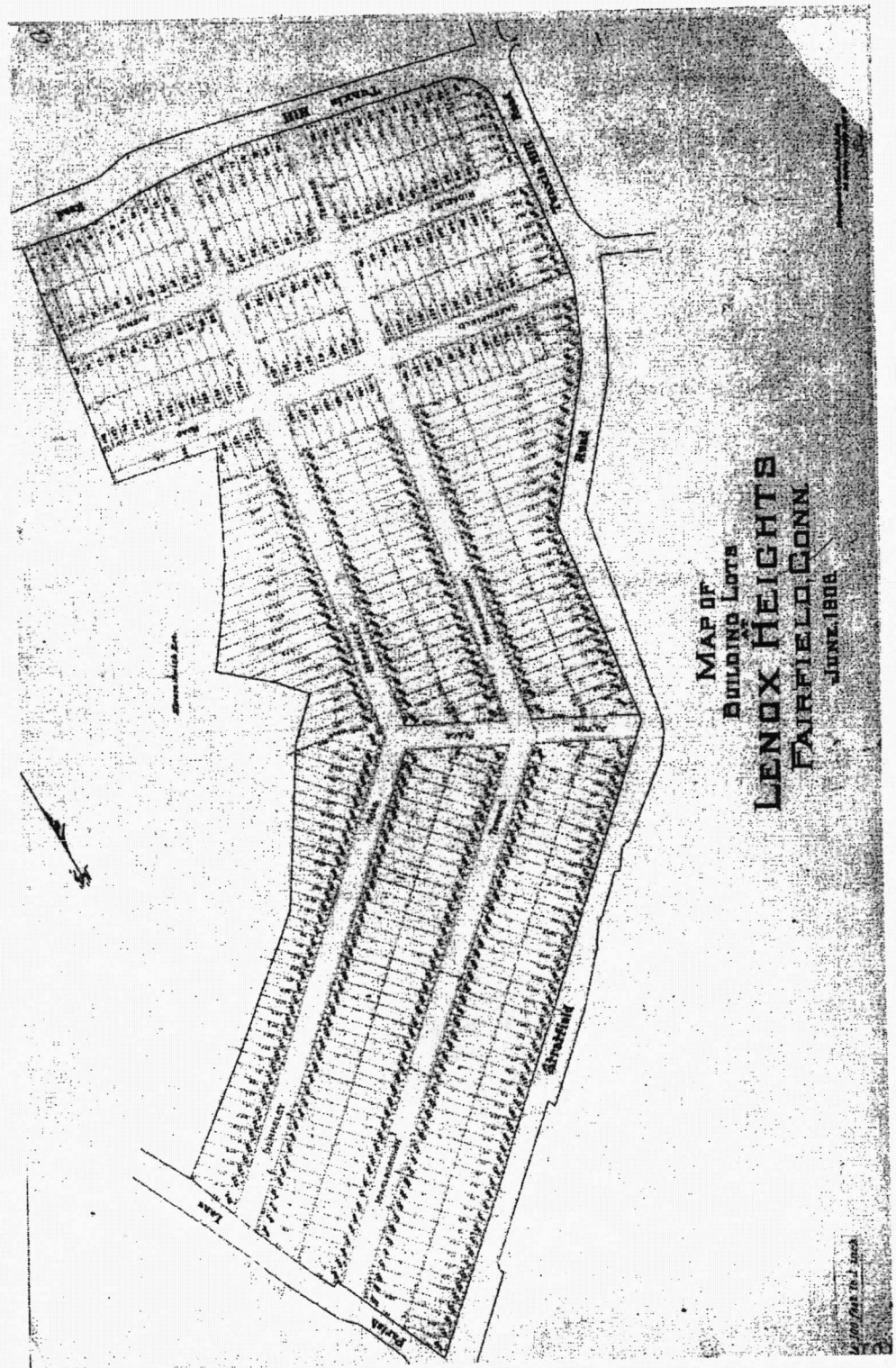
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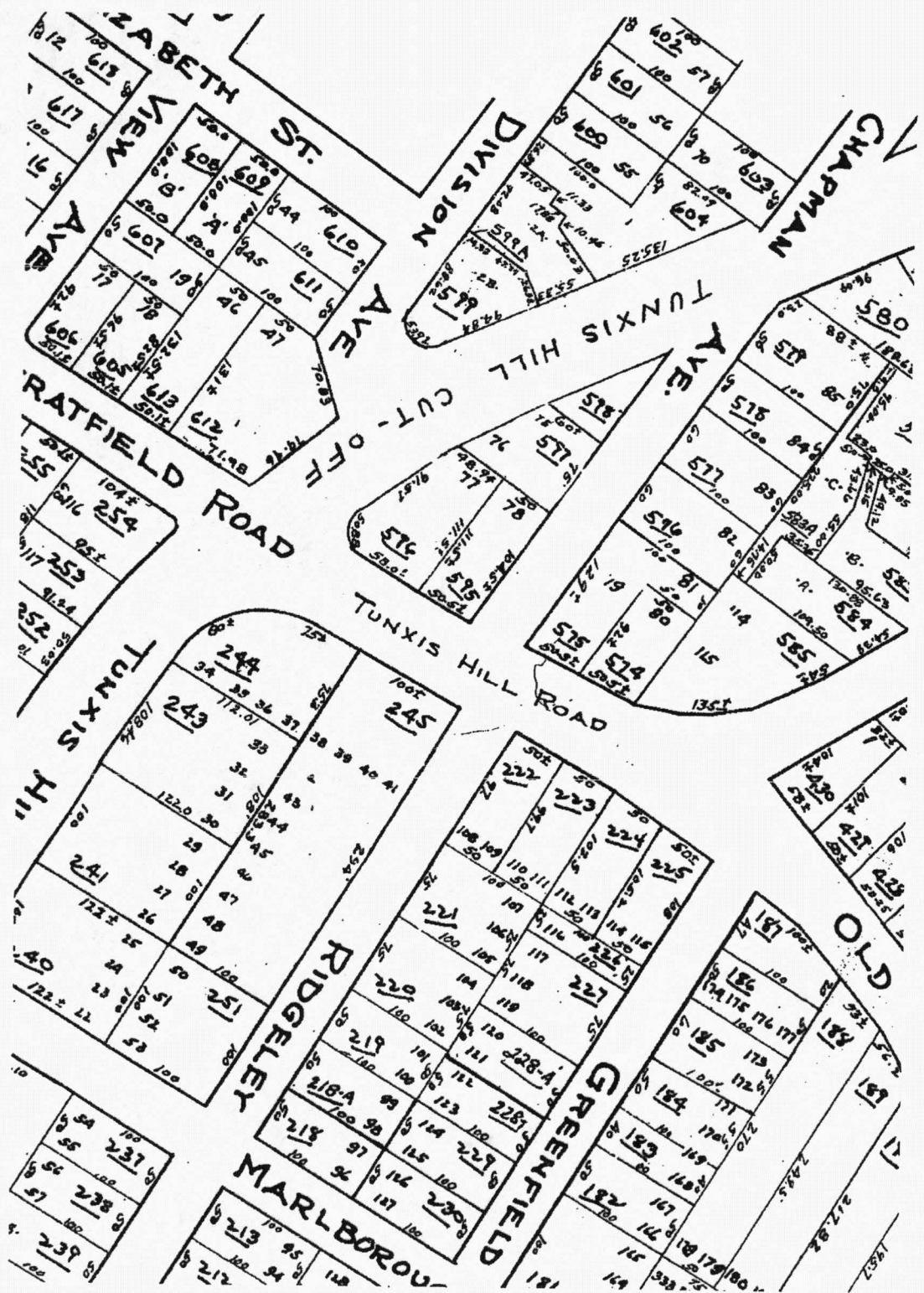
Bldg #: 1 Card 1 of 1 Print Date: 02/14/2006 13

CONSTRUCTION DETAIL			Commercial Data Elements		
Cd	Ch	Description	Element	Cd	Description
71	06	Churches	Heat & AC	02	Heat/AC Split
06	05	Ind/Comm	Frame Type	03	Masonry
2	01	2 Stories	Baths/Plumbing	02	Average
01	01	Brick/Masonry	Ceiling/Wall	06	Ceil & Walls
20	21	Stone/Masonry	Rooms/Ptris	02	Average
03	08	Cable/Zip	% Common Wall	0	
05	05	Drywall	Wall Height	12	
05	05	Vinyl/Asphalt	CONDO/MOBILE HOME DATA		
03	05	Gas	Element	Code	Description
01	01	Hot Water	Complex		
00	00	None	Floor Adj		
			Unit Location		
			Number of Units		
			Number of Levels		
			% Ownership		
MIXED USE			COST/MARKET VALUATION		
Description			Unadj. Base Rate	113.90	
Percentage			Size Adj. Factor	0.95955	
100			Grade (Q) Index	1.40	
			Adj. Base Rate	151.57	
			Bldg. Value New	1,808,837	
			Year Built	1922	
			Eff. Year Built	(3)	
			Nrml Physcl Dep	50	
			Functl Obsolesc	0	
			Econ Obsolesc	0	
			Spec. Cond. Code		
			Spec Cond %	50	
			Overall % Cond.		
			Deprec. Bldg Value	904,400	



OUTBUILDING & YARD ITEMS (EXP-BUILDING EXTRA FEATURES (B))									
Description	L/B	Units	Unit Price	Yr	Dr Rl	% Cond	Apr. Value		
PLACE	B	1	3,500.00	1955		100	1,800		
CONDITION	B	4,600	2.50	1955		100	5,800		
ING-ASPHALT	L	10,500	2.00	2001		50	10,500		
ITS-IN WFL	L	1	690.00	2001		50	300		
CE-6' CHAIN	L	240	9.00	2001		50	1,100		
CE-4' CHAIN	L	270	6.00	2001		50	800		
BUILDING SUB-AREA SUMMARY SECTION									
Description	Living Area	Gross Area	Eff. Area	Unit Cost	Underprec. Value				
iment	1,512	1,008		227.36	229,174				
Floor	6,632	6,632		151.57	1,005,212				
2nd Story, Finished	3,538	3,538		151.57	536,255				
ment, Unfinished	0	1,008		37.89	38,196				
	11,682	17,184			1,808,837				





Know All Men by These Presents,

That THE MISSIONARY SOCIETY OF THE DIOCESE OF CONNECTICUT, an ecclesiastical corporation chartered by the General Assembly of the State of Connecticut, located in the Town and County of New Haven, in the State of Connecticut,

for divers good causes and considerations thereunto moving, especially for One (1) Dollar and other good and valuable consideration but less than One Hundred (100) Dollars

received to its full satisfaction of The Parish of Trinity Church, an ecclesiastical corporation organized under the laws of the State of Connecticut and located in the Town of Bridgeport, County of Fairfield and State of Connecticut,

has does have remised, released, and forever quit-claimed, and ~~is~~ by these presents, for itself its successors and assigns, ~~and he~~ justly and absolutely remise, release, and forever QUIT-CLAIM unto the said The Parish of Trinity Church, its successors

and assigns forever, all such right and title as the said The Missionary Society of the Diocese of Connecticut has

~~have~~ or ought to have in or to Two certain pieces or parcels of land, with the buildings thereon standing, situated in the Town and County of Fairfield, State of Connecticut, and known and designated as follows:

First Piece: Being Lots Nos. 38-39-40-41 and 42 on Tunxis Hill Road and Ridgely Avenue, as shown on map of property known as LENOX HEIGHTS, made by Scofield and Ford, dated June 15th, 1906, and filed in the office of The Bridgeport Land and Title Company, Bridgeport, Connecticut. It is understood and agreed that the Releasor shall not be holden for any part of division fences.

Being the same premises conveyed to the Releasor herein by Christopher L. Sundine by Warranty Deed dated March 30th, 1922, and recorded in the Land Records of the Town of Fairfield in Volume 107 at Page 269.

Second Piece: Being Lots Nos. 44 and 45, delineated on a certain map entitled "Map of Building Lots at Lenox Heights, Fairfield, Conn.", made by Scofield and Ford, Surveyors, dated June 15th, 1906 and on file in the office of the Town Clerk of said Fairfield, reference thereto being hereby expressly made. Said premises are more particularly bounded and described as follows:

Northerly on Ridgely Avenue, so called and shown on said map, fifty (50) feet; Easterly on Lot No. 46 on said map, one hundred (100) feet; Southerly on Lots Nos. 30 and 31 on said map, fifty (50) feet; Westerly on Lot No. 43 on said map, one hundred (100) feet. Being the same premises conveyed to the Releasor herein by Elizabeth Miller by Warranty Deed dated October 21st, 1932, and recorded in the Land Records of the Town of Fairfield in Volume 145 at Page 454.

The premises conveyed are subject to such building lines, building and zoning ordinances as of record more fully appear, and such restrictions and/or regulations as may have been established by the Town of Fairfield.

TSM The Releasee for itself, its successors and assigns, hereby covenants and agrees with the Releasor, its successors and assigns, that so long as the congregation of St. Michael's Chapel continues to exist on the premises conveyed, the said premises will be adequately maintained; and that if the congregation is disbanded or ceases to use the said chapel, the said chapel will be torn down, unless other agreements are made with the Releasor.

Diocese

The Releasee covenants and agrees with the Releasor, its successors and assigns, that if the premises herein conveyed are sold by the Releasee, the proceeds of the sale will be turned over to the Releasor, its successors or assigns, to be expended in its work in the Bridgeport or Fairfield areas.

To Have and to Hold, the premises unto the said Releasee, its

successors ~~and to~~ ~~the said~~ and assigns, to the only use and behoof of the said Releasee, its successors and assigns forever

~~has and assigns forever~~, so that neither the said Releasor

nor any other person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and everyone of them shall by these presents be excluded and forever barred, except as above stated.

In Witness Whereof, ~~have hereunto set~~ ~~hand~~ and seal on this

2nd day of March in the year of our Lord nineteen hundred and 56 The Missionary Society of The Diocese of Connecticut has caused its name to be signed and its seal to be affixed by Millard T. Wilson, Treas. who is authorized and empowered.
Signed, Sealed and Delivered in the presence of

Arthur R. Cape [L.S.]
Franklin E. Gutter [L.S.]
State of Connecticut }
County of Hartford } ss. March 2 A. D. 1956

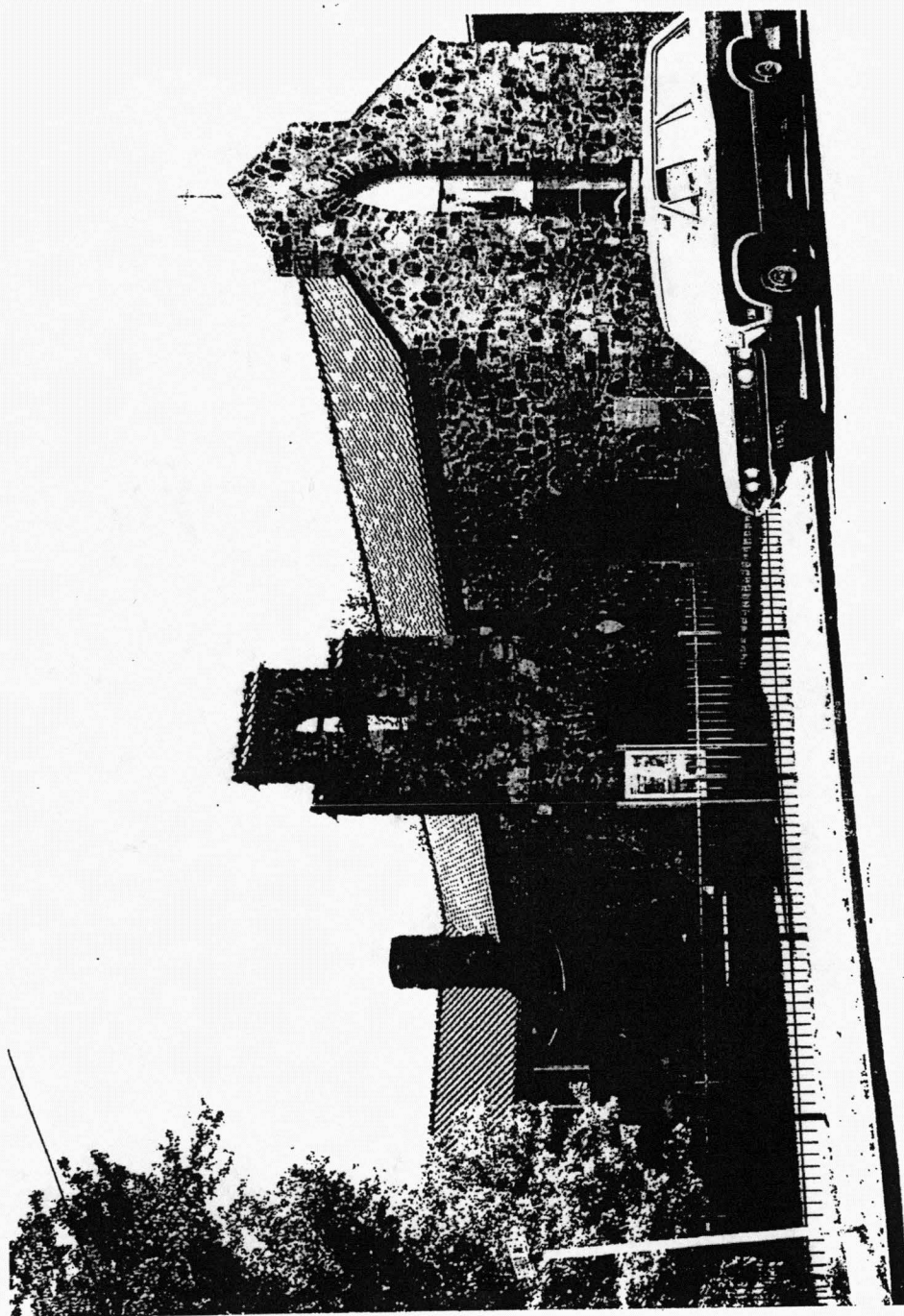
Personally Appeared Millard T. Wilson

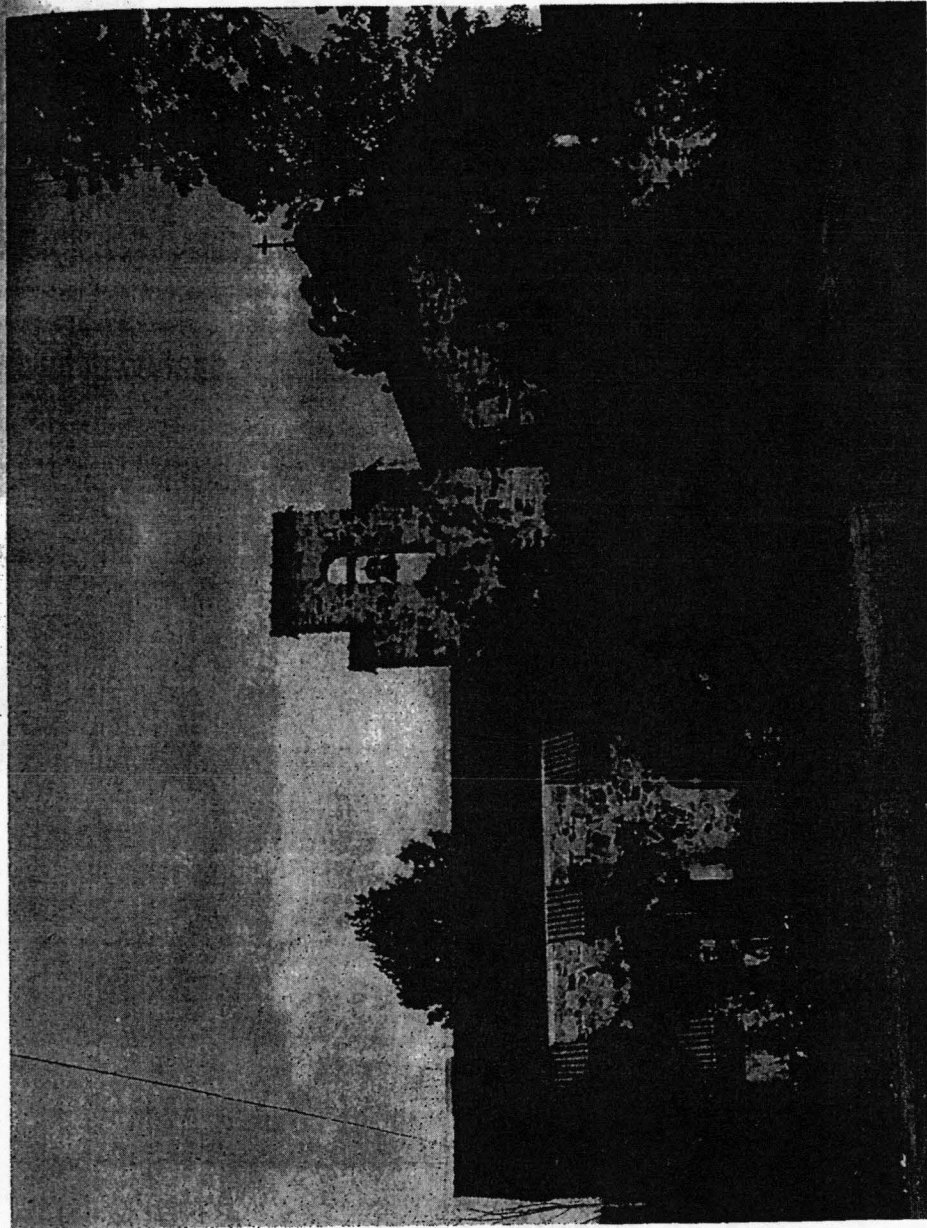
Signer and Sealer of the foregoing Instrument, and acknowledged the same to be free act and deed before me.

as such Treasurer Barbara A. [Signature]
and the free act and deed of
The Missionary Society of The
Diocese of Connecticut, before me.
Notary Public
Justice of the Peace
Commissioner of the Superior Court

Received for Record April 2, 1956 at 3:45 P.M.

Attest Evelyn Wilkes Asst. Town Clerk





La Chiesa di San Michele Arcangelo e' un testimonio alla fede antica della Chiesa Apostolica. Il Parroco della Chiesa e' sempre pronta di amministrare i sette sacramenti a chiunque li desidera e ne sente bisogno. Lo scopo della nostra Chiesa e' di impartire la Sacra Religione di Cristo Gesu' Redentore del mondo a tutti.

— / — \ — / — /

Telefonate Il Rev. Giuseppe Racioppi, Noble 6839 quando volete il servizio di un Sacerdote.

The Committee:

Philip Pittorieri, Pres.	Giuseppe Gambino
Gaetano Gasparini, Vice Pres.	Alfredo di Girolamo
Luigi Gerbino, Secy.	Leonard di Girolamo
Michael Benedetto, Treas.	Salvatore Pucci
Joseph Caserta, ex-officio	Felice Picelli
Salvatore Cataldo	Raffaele Nuzzi
Antonio Cataldo	Michele Spallone
Joseph Cataldo	Luigi Pagliuco
Angelo Cataldo	Michele Ranier
Joseph Del Buono	Antonio Squeo
Antonio Crisafulli	Giuseppe Stassola
Anthony Costello	Filippo Lascina
Joseph Benedetto	Giovanni Vento
	Giovanni Verzaro

Supper Committee:

Miss Gertrude Morrill	Miss Jane Errico
Miss Julie Morrill	Mrs. Joseph Delbuono
Mrs. Joseph Caserta	Mrs. Philip Pittorieri
Mrs. Frank Foti	Mrs. Angelo Cataldo
Mrs. Orazio Curri	Mrs. Joseph Stassola
Miss Clementina Curri	Mrs. Antonio Cataldo
Mrs. Anthony Squeo	Mrs. Philip Pagliuco

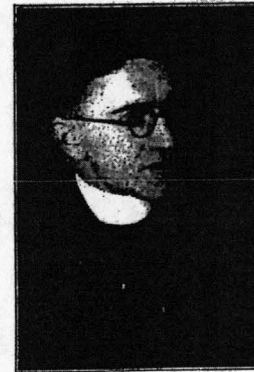
Fiera e Festa

San Michele Arcangelo

Tunxis Hill Road, Fairfield, Connecticut



September 15, 29 and 30, 1928



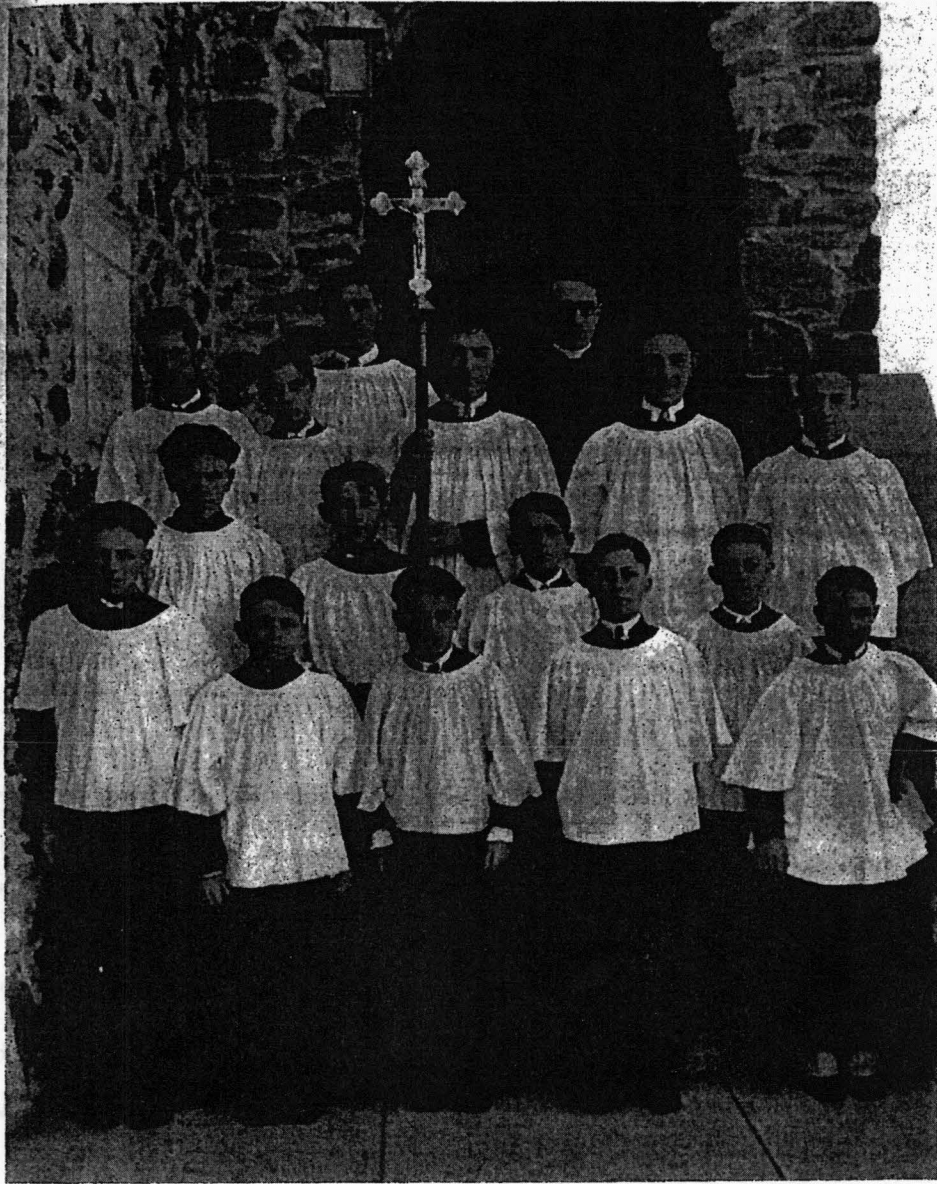
This Space is Dedicated to

FATHER JOSEPH RACIOPPI

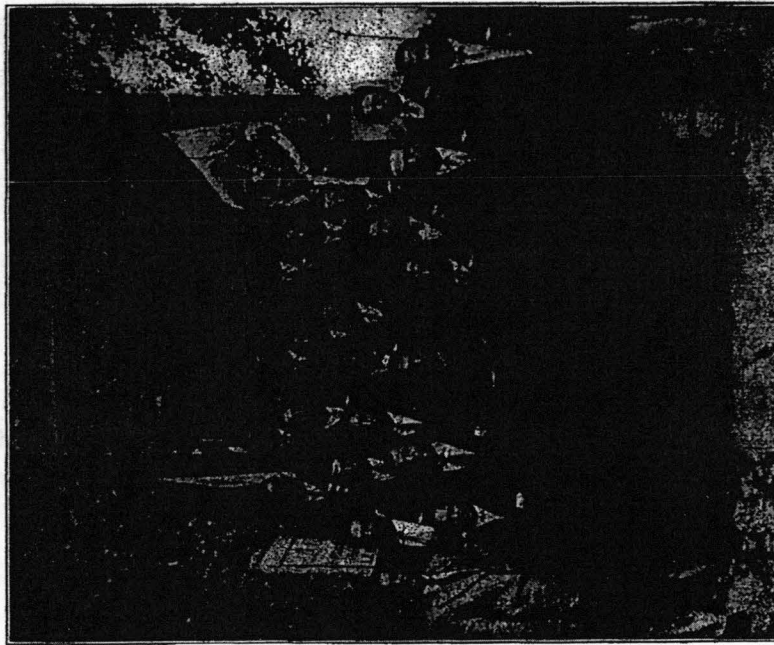
as a tribute to his earnest and faithful interest in the church life of this community.

1927

109

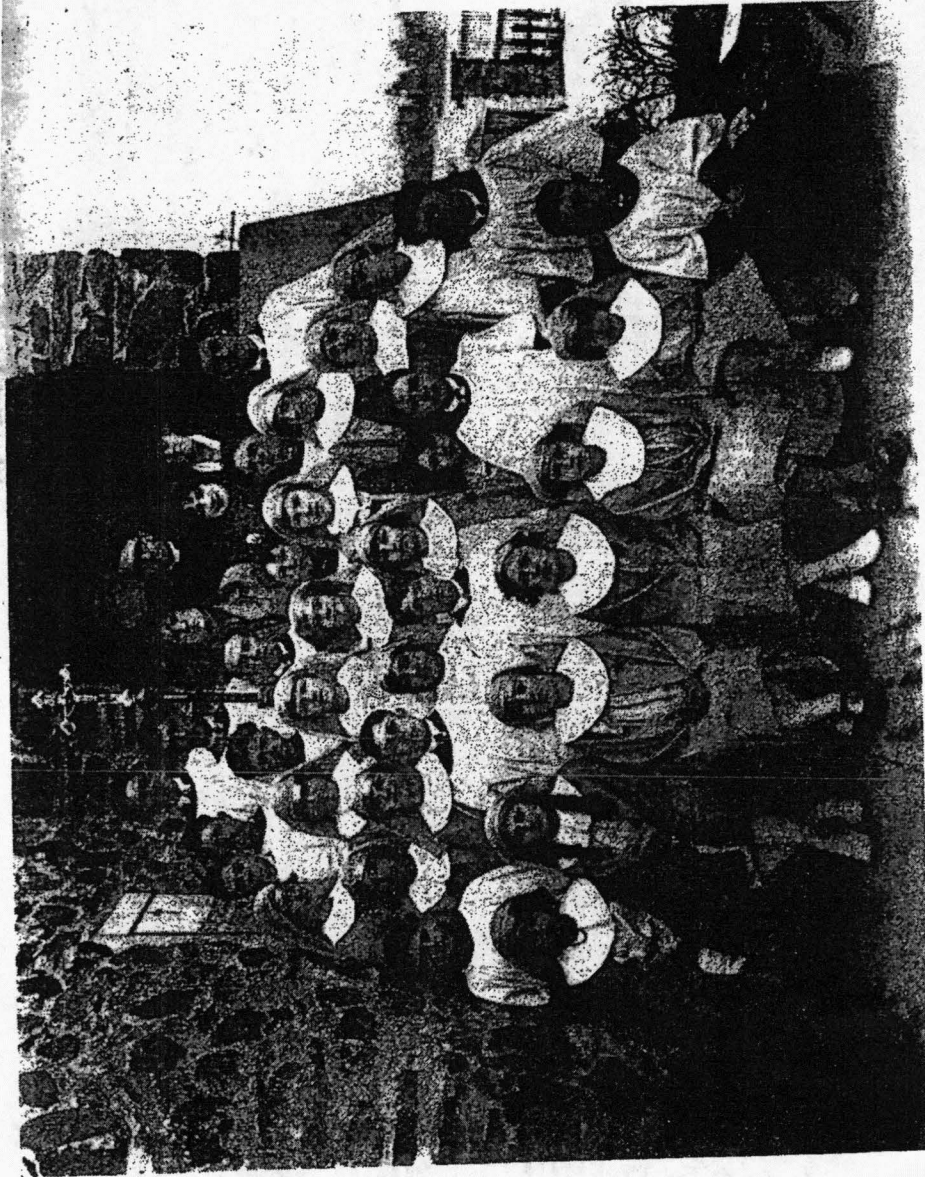


Confraternity of St. Michael's Church 1927



St. Mary's Guild 1927



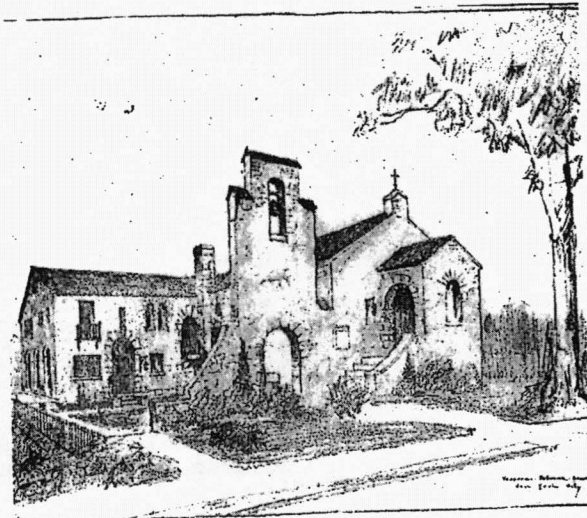
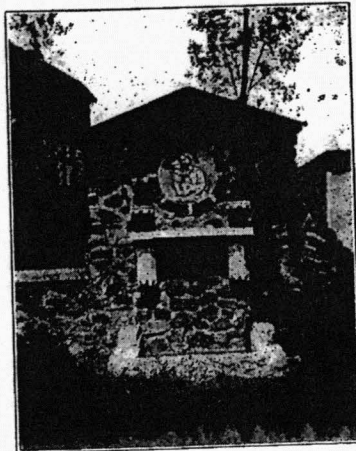


118

1962



The Shrine



TRINITY'S FUTURE IN BRIDGEPORT

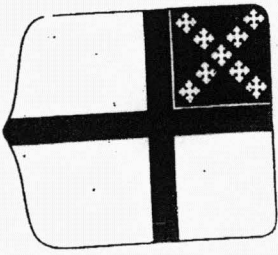
As the second century of Trinity's history begins, the State of Connecticut plans to build a super-highway near the church property and threatens to leave it on a grassy hilltop island—not inaccessible, indeed, but no longer in the quiet residential neighborhood which it has known for forty years. Questions are repeatedly asked: "What will be the result of the new conditions?" "Will there be gains as well as losses?" "Will Trinity consider merging with another parish and forsake its building, one of the most beautiful in the Diocese?" Only God, the All-Wise, knows what lies ahead and what Trinity must do to continue witnessing to the Catholic Faith of the centuries. Whatever happens, mindful of other difficult periods that tested the mettle of the parish and in the end advanced its usefulness, the rector and vestry are happily united. TRINITY'S IMPORTANT ENDOWMENTS WILL NOT BE PLUNDERED OR DISSIPATED. "There'll always be a Trinity Church," said one of the vestrymen recently. "We'll continue fighting for the Catholic Cause here or somewhere," said another. "We'll teach the Faith and say Mass beside the new highway, if necessary," said the rector, "but we will not betray the laborers and saints who have left their lives as memorials and their substance for God's continuing work in Bridgeport!"

Members of the parish continue to live in the sunshine of God's Providence, striving more and more to know Him in whom they have trusted. A thriving mission at Tunkia Hill is currently a budding pilgrim's staff. The answers to many questions will be forthcoming in God's good time. Trinity Parish, meanwhile, has no leisure to reflect. (Let others speculate, if they will.) The work must and will go on!

[For highway plans see p. 204.]

- 1 See my The Catholic Revival in Episcopal Connecticut (1850-1925), Bridgeport, 1965, chap. X, pp. 203ff.
- 2 See pages 155-157 for the names of heads of families on the original petitions.
- 3 The minute details of the organization will be found below on pp. 123-124 and 130-131.
- 4 See 1, 3, 4, 5, 7, 8, 9, 10, 11, 12.
- 5 See 2, 6.
- 6 See 5, 11.
- 7 See 1, 2, 3.
- 8 See 1, 2, 4, 5, 10.
- 9 See 1, 8, 9.
- 10 See 7, 11.
- 11 Philo C. Calhoun.
- 12 See 2, 4, 8.
- 13 See the sketch in Samuel Orcutt, A History of the Old Town of Stratford and the City of Bridgeport, Conn., (2 Parts, 2 vols.) [Bridgeport], 1886, Part II, pp. 867-868.
- 14 1864, 1868, 1870, 1876.
- 15 See pp. 118-121, 166-172, and chaps. VIII, XV, and XVIII of The Catholic Revival in Episcopal Connecticut.
- 16 See page 131.
- 17 See The Catholic Revival, pp. 190-191.
- 18 See Diocesan Journal (1865), p. 47.
- 19 See the National Cyclopaedia of American Biography, being the History of the United States, (45 vols.) N.Y., 1898-1962, XXVIII, p. 21.
- 20 See John Arthur Budding, Historical Sketch of St. Luke's Church, Bridgeport, Bridgeport, 1954 (mimeographed).
- 21 See the manuscript in the Diocesan Archives: "A Memorandum of the History of Trinity Parish, Bridgeport, Conn." [by Daniel N. Morgan].
- 22 See Diocesan Journal (1905), p. 61.
- 23 See the Records of the Standing Committee, I, p. 129. (State Library)
- 24 Diocesan Journal (1905), p. 312.
- 25 Diocesan Journal (1876), p. 79.
- 26 See footnote 21. 27 Ibid.
- 28 The rumor that he died two days before being ordered deacon seems unfounded. I have not discovered in which diocese (if any) he was a candidate. He never was a postulant in Connecticut.
- 29 See page 64. Ball graduated from Trinity College in 1882, received the M.A. in 1885. Ordered Deacon in 1886; priest in 1887. His ministry: Lebanon, Pa. (1886-1889); Rockville, Conn.

THE PARISH REPORTER

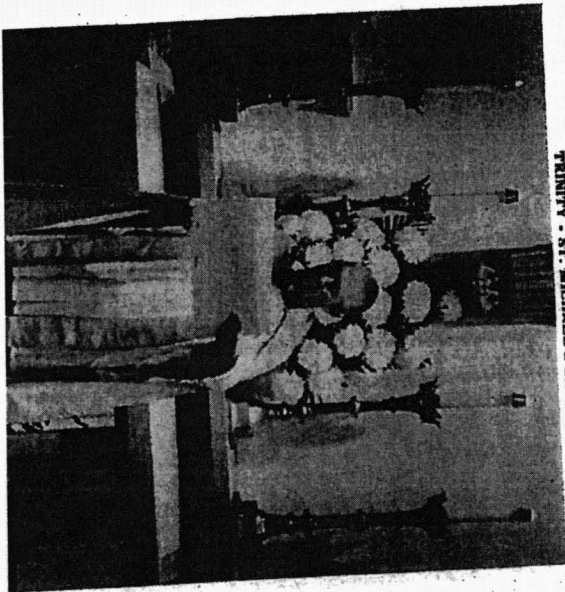


TRINITY-ST. MICHAEL'S CHURCH
554 TUNNIX HILL RD.
FAIRFIELD, CONN.

Mr. Ronald Jarjes.
75 Blueridge Rd.
Fairfield, Conn. 06430

November, 1973

SPECIAL COMMEMORATIVE EDITION
OF THE CONSECRATION OF
TRINITY - ST. MICHAEL'S CHURCH



TRINITY ST. MICHAEL'S CHURCH

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Page Two

THE PARISH REPORTER

N

CLERGY

Canon Kenneth W. Carneven, Ph.D., Priest in Charge
Rev. Joseph A. Raclept - Rector Emeritus

WARDENS

Mr. Frank Regnier - Senior Warden
Mr. Eugene Dardani - Junior Warden

THE VESTRY

Mrs. Madge Blazys - Clerk
Mr. Howard Runyon - Treasurer
Mr. Julius Rodavilla
Mrs. Mary Darras
Mr. Philip Pagulao
Mr. Gerald Sileo
Mr. Hobart Shivers
Mrs. Marie Reed
Mr. Ralph Jarjes
Captain George E. Wheeler

Mrs. Toal Cargill - Supv.
Assistants:

MUSEUM SCHOOL

Mrs. Laura Elizabeth Virginia El
Mrs. Rose Pittor

ACOLYTES

Mr. Robert Bric
Mr. Gerald Sile
Mr. Ronald Jar

ST. MARY'S GUILD

Mrs. Isabelle Sileo - President
Mrs. Mary Darras - Vice President
Mrs. Marion Jarjes - Secretary
Mrs. Nora Lee Vayser - Treasurer

HEAD USHER

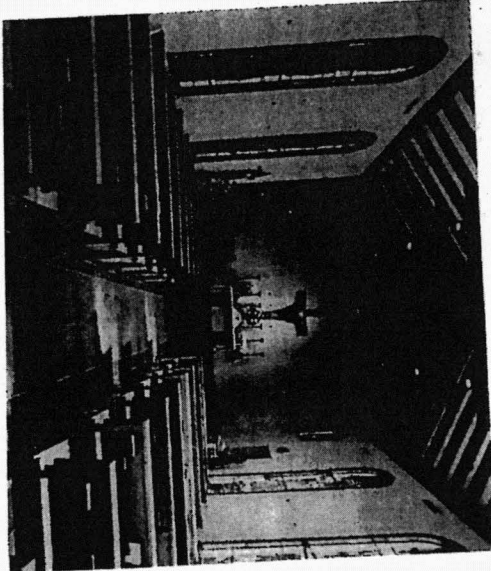
Mr. Ralph Jarjes

ST. ANDREW'S CLUB

Mr. Ralph Jarjes - President
Mr. Joseph D. Reed - Vice President & Secretary
Mr. Eugene Dardani - Treasurer

ALTAR GUILD

Mrs. Hobart Shivers - Chairman
Mrs. Grace Hu
Mrs. Isabel Wt
Mrs. Dorothy S
Mrs. Rose Pitt
Mrs. Sylvia Br
Mrs. Emily La



Connecticut General Statutes Annotated

Title 7. Municipalities

Chapter 97A. Historic Districts and Historic Properties (Refs & Annos)

Part II. Historic Properties

C.G.S.A. § 7-147q

§ 7-147q. Procedures for establishment of historic properties

Effective: July 1, 2011

[Currentness](#)

Prior to the designation of an historic property or properties, the following steps shall be taken:

(a) The legislative body shall appoint or authorize the chief elected official of the municipality to appoint an historic properties study committee for the purpose of making an investigation of one or more proposed historic properties. The legislative body of a municipality which proposes to establish more than one historic property may establish more than one committee. An already existing historic properties commission or an historic district commission established in the municipality pursuant to part I of this chapter¹ may be appointed to make this investigation. Each committee established under the provisions of this section shall consist of five regular and three alternate members who shall be electors of the municipality holding no salaried municipal office. Such alternate members shall, when seated as provided in this section, have all powers and duties of a member of the committee. If a regular member of such committee is absent or has a conflict of interest, the chairman of the committee shall designate an alternate to so act, choosing alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such fact shall be recorded in the minutes of the meeting.

(b) The historic properties study committee shall investigate and submit a report which shall include the following: (1) An analysis of the historic significance and architectural merit of the buildings, structures, objects or sites proposed as historic properties; (2) a map showing the exact boundaries of the area to be designated as the historic property or properties; (3) a proposed ordinance or proposed ordinances designed to designate and provide for the protection of an historic property or properties in accordance with the provisions of this part; and (4) such other matters as the committee may deem necessary or advisable.

(c) The historic properties study committee shall transmit copies of its report to the Department of Economic and Community Development, the planning commission and zoning commission, or the combined planning and zoning commission, of the municipality, if any, and, in the absence of such a planning commission, zoning commission or combined planning and zoning commission, to the chief elected official of the municipality for their comments and recommendations. In addition to such other comments and recommendations as it may make, the Department of Economic and Community Development may recommend either approval, disapproval, modification, alteration or rejection of the proposed ordinance or ordinances and of the boundaries of each proposed historic property. Each such commission, board or individual shall deliver such comments and recommendations to the committee within sixty-five days of the date of transmission of such report. Failure to deliver such comments and recommendations shall be taken as approval of the report of the committee.

(d) The historic properties study committee shall hold a public hearing on the designation of each proposed historic property not less than sixty-five nor more than one hundred thirty days after the transmission of the report to each party as provided in subsection (c) of this section, except that, if all such parties have delivered their comments and recommendations to the committee, such hearing may be held less than sixty-five days after the transmittal of the report. The comments and recommendations received pursuant to subsection (c) of this section shall be read in full at the public hearing.

(e) Notice of the time and place of such hearing shall be given as follows: (1) Written notice of the time, place and purpose of such hearing, postage prepaid, shall be mailed by certified mail to the owner or owners of record of the real property to be included in each proposed historic property, as they appear on the last-completed grand list, at the addresses shown thereon, at least fifteen days before the time set for such hearing, together with a copy of the report of the historic properties study committee or a fair and accurate synopsis of such report. A complete copy of the report, a copy of all recommendations made under subsection (c) of this section, a map showing the boundaries of the real property to be included in each proposed historic property and a copy of the proposed ordinance shall be available at no charge from the town clerk during business hours or shall be mailed, upon request, to any owner of record of real property in the proposed historic property or properties with the notice of the hearing; and (2) by publication of such notice in the form of a legal advertisement appearing in a newspaper having a substantial circulation in the municipality at least twice, at intervals of not less than two days, the first not more than fifteen days nor less than ten days and the last not less than two days before such hearing.

(f) The historic properties study committee shall submit its report with any changes made following the public hearing, along with any comments or recommendations received pursuant to subsection (c) of this section, and such other materials as the committee may deem necessary or advisable to the legislative body of the municipality within sixty-five days after the public hearing.

(g) The owner or owners of record of a proposed historic property may object to the proposed designation by submitting to the historic properties study committee or to the legislative body of the municipality a notarized statement certifying that the person filing such objection is the entire or partial owner of the property and objects to the designation. Unless persons holding fifty per cent or more of the ownership interest in a proposed historic property object to the proposed designation within thirty days following the public hearing held pursuant to subsection (d) of this section, the legislative body of the municipality shall, by majority vote, take one of the following steps: (1) Accept the report of the committee as to the proposed historic property and enact an ordinance to designate the historic property and provide for its regulation in accordance with the provisions of this part; (2) reject the report of the committee, stating its reasons for such rejection; or (3) return the report to the historic properties study committee, with such amendments and revisions as it may deem advisable, for consideration by the committee. The committee shall, within sixty-five days of such return, submit an amended report to the legislative body and mail by certified mail a copy of the amended report to the owner or owners of record of each proposed historic property covered by the report. The committee need not hold a public hearing other than the one provided for in subsection (d) of this section. Unless persons holding fifty per cent or more of the ownership interest in a proposed historic property object to the proposed designation within thirty days of receipt of the amended report by written submission in the manner set forth in this subsection, the legislative body of the municipality may accept or reject the amended report as provided in this subsection.

(h) Any ordinance, or amendment thereof, enacted pursuant to this part, which designates or alters historic property boundaries, shall contain a legal description of the area to be included within each historic property. The legislative body, when it passes such an ordinance, or amendment thereof, shall transmit to the municipal clerk a copy of the ordinance or amendment thereof. Such ordinance, or amendment thereof, shall be recorded in the land records of the municipality

in which such real property is located and indexed by the municipal clerk in the grantor index under the names of the owners of record of such property.

Credits

(1984, P.A. 84-286, § 2; 2003, June 30 Sp.Sess., P.A. 03-6, § 210, eff. Aug. 20, 2003; 2004, P.A. 04-20, § 3, eff. April 16, 2004; 2004, May Sp.Sess., P.A. 04-2, § 30, eff. May 12, 2004; 2004, P.A. 04-205, § 5, eff. June 3, 2004; 2011, P.A. 11-48, § 146, eff. July 1, 2011.)

Footnotes

1 [C.G.S.A. § 7-147a et seq.](#)

C. G. S. A. § 7-147q, CT ST § 7-147q

The statutes and Constitution are current through General Statutes of Connecticut, Revision of 1958, Revised to January 1, 2019.

End of Document

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Article I. Recovery of Costs for Violations

§ 61-1. Recovery of costs related to properties with breaches of the peace, public disturbances and disorderly conduct.

A.

If it is determined by the Chief of Police or his designee that:

(1)

There was reasonable cause for a law enforcement officer to have issued a notice and warning as set forth below to any property owner for actions on or arising from the owner's property in violation of Connecticut General Statutes, Section 53a-181, 53a-181a or 53a-182; and

(2)

Such owner was sent such a notice and warning by Certified Mail within thirty (30) days of the violation as set forth in section A(1), above ; and

(3)

Subsequent to the mailing of the notice and warning, and at any time during the three year period following the date of such notice and warning, any person or persons were found by a law enforcement officer to be in violation of any such section and arrested or given a citation for such subsequent acts at the location set forth in the notice and warning; and

(4)

The person or persons were thereafter found guilty of one or more of the subsequent violations of Connecticut General Statutes, Section 53a-181, 53a-181a or 53a-182 for which they were arrested or given a citation or in the event such violations are Nollled at the request of the defendant or in connection with a plea bargain or resolved by the granting of Accelerated Rehabilitation; then:

the reasonable cost of police response, notice and warning processing, arrest, processing, court-related costs and any related costs incurred by the Town for both the first appearance at the location which resulted in the issuance of the notice and warning and the return to the location of the incident which led to any such disposition set forth in this subdivision A(4) shall be a charge against the owner of such property. The charge shall constitute a debt of such owner and is collectible by the Town in the same manner as in the case of an obligation under a contract. Prior to initiating an action to collect any such debt, the Town shall provide such owner a bill itemizing the charges and afford at least 60 days to pay the bill.

Notwithstanding the foregoing, if the owner of the property at the time of the subsequent violation did not own the property at the time of the issuance of the initial notice and warning, the owner shall not be liable for the charges set forth above and the subsequent violation shall be deemed the initial notice and warning as to the current owner.

B.

The form of the written notice and warning shall be substantially as follows:

NOTICE AND WARNING

To: _____ (name) _____ (date)

On _____ at _____ a.m./p.m.
(date) (time)

at _____
(address)

you, or, persons on such property owned by you, were warned or cited by

(name of enforcement officer)

that your/their actions were in violation of Connecticut General Statutes Sections 53a-181, 53a-181a or 53a-182 and that if, within three years of the above date of this Notice and Warning, you/persons are found by a law enforcement officer to be in violation of such sections and arrested or given a citation for further such acts at or arising from the location set forth above, and a disposition designated in Town Ordinance Section 61-1(A)(4) thereafter results, you may be required to pay the reasonable costs of police response, notice and warning processing, arrest, processing, court related costs and any related costs necessarily incurred by the Town of Fairfield both for the first appearance at the location which resulted in the issuance of this Notice and Warning and for law enforcement officers' return to the location/your property which led to such arrest or citation and any disposition set forth in Section 61-1(A)(4).

Notwithstanding the foregoing, if the owner of the property at the time of the subsequent violation did not own the property at the time of the issuance of the initial notice and warning, the owner shall not be liable for the charges set forth above and the subsequent violation shall be deemed the initial notice and warning as to the current owner.

D.

The First Selectman, or his designee, shall give a report to the RTM yearly at its January meeting. At that time, the RTM shall review this article.

Article I. Recovery of Costs for ~~Repeat~~ Violations

§ 61-1. Recovery of costs related to properties with ~~chronic~~ breaches of the peace, public disturbances and disorderly conduct.

A.

If it is ~~established~~determined by the Chief of Police or his designee that:

(1)

There was reasonable cause for a law enforcement officer to have issued a notice and warning as set forth below to any property owner, ~~person or persons~~ for actions on or arising from the owner's property in violation of Connecticut General Statutes, Section 53a-181, 53a-181a or 53a-182; and

(2)

Such owner, ~~person or persons received~~ was sent such a notice and warning by Certified Mail within thirty (30) days of the violation as set forth in section A(1), above; and

(3)

~~Within six months of~~Subsequent to the datemailing of the notice and warning, and at any time during the three year period following the date of such notice and warning, any person or persons were found by a law enforcement officer to be in violation of any such section and arrested or given a citation for such subsequent acts at the location set forth in the notice and warning; and

(4)

The person or persons were thereafter found guilty of one or more of the subsequent violations of Connecticut General Statutes, Section 53a-181, 53a-181a or 53a-182 for which they were arrested or given a citation or in the event such violations are Nollled at the request of the defendant or in connection with a plea bargain or resolved by the granting of Accelerated Rehabilitation; then:

~~(a)-~~

~~The court imposing sentence on such person may, as a condition of sentence, order such person to pay the reasonable arrest, cost of police response, notice and warning processing and, arrest, processing, court-related costs and any related costs incurred by the Town for law enforcement officers' return to both the first appearance at the location which resulted in the issuance of the incident which led to the conviction; or~~

~~(b)-~~

~~The reasonable arrest, processing and court related costs incurred by the Town for law enforcement officers' notice and warning and the return to the location of the incident which led to any such conviction~~disposition set forth in this subdivision A(4) shall be a charge against the owner of such property and person or persons convicted, provided that such owner, person or persons previously received the notice and warning pursuant to Subsection A. The charge shall constitute a debt of such owner, ~~person or persons~~ and is collectible by the Town in the same manner as in the case of an obligation under a contract. Prior to initiating an action to collect any such debt, the Town shall provide such owner, ~~person or persons~~ a bill itemizing the charges and afford ~~them~~ at least 60 days to pay the bill.

~~B.-~~

~~At the time of the initial contact at the location, the law enforcement officer shall take any such actions and give such direction as necessary to abate the violation or condition and shall, at that time or within 30 days thereafter, advise, in writing, the responsible violator and property owner, if not one and the same, that if additional law enforcement personnel are required to return to abate a continued or subsequent violation, the responsible violator and owner of the property may be held liable for the cost of providing such services pursuant to this article.~~

C.

Notwithstanding the foregoing, if the owner of the property at the time of the subsequent violation did not own the property at the time of the issuance of the initial notice and warning, the owner shall not be liable for the charges set forth above and the subsequent violation shall be deemed the initial notice and warning as to the current owner.

B.

The form of the written notice and warning shall be substantially as follows:

NOTICE AND WARNING

To:

(name) _____ (date) _____

On _____ at _____ a.m./p.m.
(date) (time)

at

(address)

you, or, persons on such property owned by you, were warned or cited by

(name of enforcement officer)

that your/their actions were in violation of Connecticut General Statutes Sections 53a-181, 53a-181a or 53a-182 and that if, within ~~six months~~ three years of the ~~time set forth~~ above date of this Notice and Warning, you/persons are found by a law enforcement officer to be in violation of such sections and arrested or given a citation for further such acts at or ~~near~~ arising from the location set forth above, and a disposition designated in Town Ordinance Section 61-1(A)(4) thereafter results, you may be required to pay the reasonable costs of police response, notice and warning processing, arrest, processing, court related costs and any related costs necessarily incurred by the Town of Fairfield both for the first appearance at the location which resulted in the issuance of this Notice and Warning and for law enforcement officers' return to the location/your property which led to such arrest or citation- and any disposition set forth in Section 61-1(A)(4). Notwithstanding the foregoing, if the owner of the property at the time of the subsequent violation did not own the property at the time of the issuance of the initial notice and warning, the owner shall not be liable for the charges set forth above and the subsequent violation shall be deemed the initial notice and warning as to the current owner.

D.

The First Selectman, or his designee, shall give a report to the RTM yearly at its ~~July or August~~January meeting. At that time, the RTM shall review this article.

MEMORANDUM

To: RTM
From: Dru Georgiadis, RTM-9
Date: February 11, 2019
Re: Amendments to the Ordinance, Recovery of Costs for Repeat Violations

On September 25, 2000, the RTM enacted Town Code Section 61-1, Recovery of Costs for Repeat Violations. Although the ordinance applies town wide, it principally was enacted in response to chronic misconduct, some of it criminal, by university students living in the beach area. In sum, the ordinance imposed on either a property owner or an offender the costs incurred by the Police Department when responding to a property on a second occasion after a warning first had been issued to that owner and a subsequent conviction for an offense named in the ordinance arising from the second occasion had occurred. The objectives of the ordinance were, and continue to be, to create a deterrent mechanism, stimulate landlord involvement in maintaining security on their properties and offset some of the significant expense incurred by the town for policing the beach area.

Now, more than eighteen years later, significant problems persist and expenditure of Police Department resources continues. After a very difficult September 2017 to May 2018 school in the beach area, the Beach Advisory Group was formed. Comprised of the First Selectman, Chief of Police, two representatives from beach area neighborhood associations and two representatives from the Fairfield University administration, the small group is focused on creating and implementing new initiatives designed to address the

problems of noise, public intoxication, excessive parties, litter and other quality of life issues.

Part of this effort is to foster landlord responsibility for their properties and involvement in solutions. The proposed amendments to the existing ordinance are designed to advance these goals. Specifically, the amendments are designed to:

- (i) establish that the Chief of Police or his designee will determine if the requirements of the ordinance have been met since the Police Department enforces and administers the ordinance;
- (ii) simplify the notice requirement of the ordinance by requiring a mailing of a Notice and Warning by certified mail within thirty (30) days of the initial violation, rather than demonstrating that the warning notice was “received”;
- (iii) expand the time period for which costs incurred by the Police Department may be recovered from six months to anytime during a three year period between the issuance of the initial Notice and Warning and a subsequent determination of a violation by a law enforcement officer, provided the ownership of the property remains the same;
- (iv) expand the types of criminal dispositions that trigger the recovery of costs to include two available dispositions, Nolle and Accelerated Rehabilitation, neither of which are resolutions on the merits of a criminal case;
- (v) permit the recovery of costs for two appearances by the police at a property, the first resulting in the issuance of the written Notice and Warning and the

second resulting in one of the named criminal dispositions, rather than only the second appearance;

(vi) include all costs related to the Police Department's two visits to the property;

(vii) place responsibility for the costs on the owner of the property while leaving sanctions on the offender to the Court.

These amendments will make the ordinance more effective and should result in landlords becoming more involved in the activities occurring on their properties.

MEMORANDUM

TO: Fairfield RTM

FROM: Heather Dean, RTM Representative District 3, and Jill Vergara, RTM Representative District 7

CC: Co-sponsors: Nancy Lefkowitz (RTM District 1), Eric Newman (RTM District 2), Matt Jacobs (RTM District 3), Sharon Pistilli (RTM District 3), Phil Pires (RTM District 4), Jay Wolk (RTM District 5), Lisa Havey (RTM District 6), Lauren Bove (RTM District 7), Mark McDermott (RTM District 7), Kerry Berchem (RTM District 8), Dru Georgiadis (RTM District 9), Sam Cargill (RTM District 10)

RE: Reusable Checkout Bag Ordinance, Chapter 84, Article IV, Sections 84-27-84-33

DATE: March 11, 2019

BACKGROUND

In 2008, Westport became the first town in Connecticut to regulate the retail use of plastic checkout bags.¹ Several California towns and cities joined Westport in its effort to reduce plastic bag waste and litter, and by September 2018, some 349 cities, towns and states in the United States have banned and/or taxed plastic bag use.² The large majority of these municipal ordinances ban the use of plastic bags used to checkout (or “carryout”) goods from retail stores.³ These efforts to reduce the harmful and costly effects of plastic bag use are not limited to the United States. Fifty-four percent of the world’s population, or 3.8 billion people world-wide, live in plastic bag ban and/or fee zones.⁴

This submission constitutes the fourth attempt to pass a reusable checkout bag ordinance in Fairfield. In August 2009, Representative Dean submitted an ordinance to regulate the use of

¹ Westport’s RTM passed the ban on plastic checkout bags in September 2008, and the ordinance became effective six months later in March 2009.
https://library.municode.com/ct/westport/codes/code_of_ordinances?nodeId=PTIICOORTOWE_CH46SOWAMA_ARTVIRECHBA

² <https://www.forbes.com/sites/trevornace/2018/09/20/heres-a-list-of-every-city-in-the-us-to-ban-plastic-bags-will-your-city-be-next/#1f558adc3243>

³ “The most common strategy has been a ban on plastic bags coupled with a fee on paper bags. Of the 266 local ordinances, 94 percent ban plastic bags – the others impose a fee on bags without a ban (10 cents is the most common charge). And of the 94 percent that do ban plastic bags, 58 percent include a fee on paper bags.”
<https://resource-recycling.com/recycling/2017/06/29/the-ordinance-era/>

⁴ <http://www.bagmonster.com/track-the-movement>

plastic checkout bags, which was nearly identical to Westport's ordinance. Due to a lack of quorum, this effort failed in the Legislation and Administration Committee (L & A). Nearly ten years later, a reusable checkout ordinance was presented in October 2018 but denied without prejudice. L & A requested that the language be simplified and that a survey be conducted to verify Fairfield residents' support for such an ordinance as well as feedback from local businesses. In December 2018, Representative Dean presented a revised ordinance and provided results of a business survey; however, L & A tabled the item to allow more time for public input and further discussion of whether to require a fee for paper in addition to the prohibition on plastic checkout bags. Since that time, several towns (most notably Norwalk and New Canaan) have passed ordinances which improve on the process and simplify the definitions used; the ordinance which we now submit draws from these excellent models, with certain alterations specific to our towns' expressed goals and our enforcer's (the Health Director) preferred procedure. We have also included the requested results from a town-wide neighborhood survey.

With this Reusable Checkout Bag Ordinance, Fairfield would join a growing group of leading Connecticut municipalities that have adopted plastic checkout bag ordinances: as of March 2019, Westport, Greenwich, Stamford, Norwalk, Weston, Mansfield, New Britain, Hamden and New Canaan have all passed ordinances prohibiting single-use plastic bags.⁵ Of note, Fairfield is the only remaining municipality of the Fairfield County Five, an economic development group comprised of Stamford, Greenwich, Norwalk, Westport and Fairfield formed around these five towns' similar assets and their push to attract businesses to the area, that has not enacted a checkout bag ordinance to date. At least seventeen other Connecticut municipalities are currently considering similar ordinances.⁶ As a coastal town that enjoys one of the most beautiful coastlines of all of Connecticut, it is imperative that Fairfield joins this list of towns to protect, preserve and defend one of our most cherished and defining features.

Several bills are under consideration by the Connecticut State legislature to regulate the use of plastic bags in various ways. While state legislation has influenced our decision not to

⁵ Weston, Stamford, Norwalk, New Britain and New Canaan adopted "hybrid" models of a plastic bag ban/fee, in which plastic checkout bags are prohibited and retailers must charge a fee for paper checkout bags (typically 10 cent fee on paper).

⁶ As per a working list obtained from the Director of the Plastics Project, Patricia Taylor, at EHHI, Branford, Bridgeport, Darien, Glastonbury, Groton, Guilford, Hartford, Middletown, Milford, New Haven, Newtown, Stonington, Washington, Waterford, West Hartford and Windham are all in the process of considering plastic checkout bag ordinances.

include a fee for paper,⁷ we are not confident that the State will act in a timely way (as similar legislation has been considered by the State for 10 years), if at all, and Fairfield simply cannot wait any longer to protect our environment and our health and to limit the municipal costs that plastic bag usage exposes the town to in terms of clean up, flood mitigation and recycling. Our ordinance ensures strong protection of our town's resources and environment and is an important step in preserving Fairfield's natural resources for future generations.

ADVERSE IMPACTS OF PLASTIC BAG USAGE

Single-use plastic bags have become a ubiquitous sight on our landscape; a blight on our roadways and sidewalks, parks, beaches and marshland, and a source of great cost (both short- and long-term). According to the EPA, more than 380 billion plastic bags are used in the United States each year.⁸ In Connecticut alone, one billion single-use plastic bags are used each year, which means that Fairfield residents use about 17 million plastic bags a year.⁹ All of the towns in Connecticut that do not limit plastic bag usage, like Fairfield, are contributing to a major worldwide crisis, in which 5 trillion pieces of plastic have ended up in our oceans,¹⁰ causing there to be more plastic in our oceans than plankton;¹¹ if our plastic usage continues at this rate, there will be more plastic by weight in the world's oceans than fish by 2050.¹²

Plastic bags play a serious and detrimental role in coastal pollution: one out of every ten items picked up in an International Coastal Cleanup was a plastic bag, making plastic bags the second most common kind of waste item found in the coastal cleanup.¹³ Coastal communities in particular bear a responsibility to control the release of plastic into the environment, as mismanaged waste ends up feeding directly into our oceans: "Some 18 billion pounds of plastic waste flows into the oceans every year from coastal regions."¹⁴ We, as a coastal community,

⁷ We see the need to have a uniform approach to fees.

⁸ <https://www.masslive.com/business/2019/01/big-y-to-eliminate-single-use-plastic-bags-in-2020-at-all-stores-in-massachusetts-connecticut.html?fbclid=IwAR0G1mTclKPof2z3BZZs-LwkWvJH3Jvp0OldHszg95YHFR3c86D2yjjrWA>

⁹ <https://www.courant.com/news/connecticut/hc-news-plastic-bans-campaigns-20180910-story.html>

¹⁰ <https://www.cnn.com/interactive/2016/12/world/midway-plastic-island/>

¹¹ <https://www.citizenscampaign.org/campaigns/plastic-bags.asp>

¹² https://www.washingtonpost.com/news/morning-mix/wp/2016/01/20/by-2050-there-will-be-more-plastic-than-fish-in-the-worlds-oceans-study-says/?utm_term=.5ee926d56f9d

¹³ <https://www.thebalancesmb.com/plastic-recycling-facts-and-figures-2877886>

¹⁴ <https://news.nationalgeographic.com/2018/05/plastics-facts-infographics-ocean-pollution/>

have a heightened obligation to protect against this insidious and pervasive pollution, and this plastic bag ordinance aims to encourage the use of reusable bags to reduce the negative impact plastic bags have been having and will continue to have on our environment.

While plastic bags themselves cost cents to produce and are utilized for an average of 12 minutes, they persist in our environment for up to 1,000 years,¹⁵ all the while polluting our waterways, endangering our wildlife, clogging our storm drains and releasing microplastics and toxins into our water, air and soil. These microplastics and toxins represent huge risks to our health, as well as the health of our wildlife. Microplastic pollution is a serious concern in a state where we burn our trash. As only 1-4% of plastic bags are recycled annually,¹⁶ the large majority of these bags end up being burned, likely at Bridgeport's Wheelabrator plant right next door to Fairfield.¹⁷ Thus, the large majority of these bags end up releasing highly toxic substances like lead, mercury, acid gases and particulate matter¹⁸ into the air that our children breathe, soil that we play and garden in, and water—most notably, the Long Island Sound. For instance, a study conducted by the University Connecticut last summer (2018) found substantial microplastic contamination in the Long Island Sound. Two of the four testing locations in the Sound were off of Fairfield's coast.¹⁹

Outside of the overwhelming environmental impacts briefly discussed above, plastic bag usage also imposes significant municipal costs. Plastic bags often jam processing equipment at recycling facilities, potentially shutting down facilities for hours and up to several days.²⁰ These processing delays and jams have cost towns and cities across the country millions of dollars annually.²¹ Plastic bags are also one of the most common types of litter requiring towns to spend

¹⁵ <https://www.citizenscampaign.org/campaigns/plastic-bags.as>

¹⁶ <http://www.wmnorthwest.com/guidelines/plasticvspaper.htm>

¹⁷ <https://www.wtienergy.com/plant-locations/energy-from-waste/wheelabrator-bridgeport>

¹⁸ <https://www.ciel.org/news/plasticandhealth/>

¹⁹ <https://www.ctenvironment.org/2019/01/18/cooking-up-plastic-soup-in-long-island-sound/>

This sort of plastic pollution represents a threat to our town's economy. For instance, in 1988, the problem with "floatable debris," when trash was accumulating in the Long Island Sound, led to a decrease in beach patrons, resulting in \$1-2 billion loss for businesses on the Long Island Sound. <http://longislandsoundstudy.net/about/our-mission/management-plan/floatable-debris/>

²⁰ https://www.dec.ny.gov/docs/materials_minerals_pdf/dplasticbagreport2017.pdf;

https://www.cleanwateraction.org/sites/default/files/CA_Fact%20Sheet_final.pdf

²¹ California, New York and Rhode Island all report such costs. California, for example, has reported that before its ban on plastic bags, recycling jams were costing the City of San Jose \$1 million annually.

http://www.cleanwateraction.org/sites/default/files/CA_Fact%20Sheet_final.pdf

considerable amounts of money on management and clean up.²² Residents in coastal communities are reported to pay almost \$15 per resident in overall clean up costs of plastic bags annually.²³

Another concerning, and costly, impact that plastic bags have on cities around the world is that they clog storm drains. This interference with drainage, in turn, has caused increased flooding risks.²⁴ As Fairfield is a community that has been hard-hit by floods and is spending considerable amount of time and money investigating and investing in flood mitigation procedures, eliminating plastic bags is essential to our long-term wellbeing and sustainability.

WHY RECYCLING IS NOT AN OPTION

The most significant problem with recycling right now is that “Connecticut’s recycling market [has] collapse[d].”²⁵ Where towns used to make money for their recyclables, they now must expend money to manage their growing stockpiles of recyclables. For Fairfield, that means that what used to be a \$50,000+ profit center is now a \$525,561 cost center.²⁶ In prohibiting plastic checkout bags, we are reducing our trash, reducing our recycling and reducing this cost source.

FAIRFIELD’S REUSABLE CHECKOUT BAG ORDINANCE

Section 84-27—Purpose

The purpose of the Ordinance is to encourage the use of Reusable Checkout Bags to mitigate the adverse impacts of plastic bag usage, as discussed above, and to preserve and protect Fairfield’s natural resources.

²² New York City alone spends \$12.5 million to dispose of single-use carryout bags. https://www.dec.ny.gov/docs/materials_minerals_pdf/dplasticbagreport2017.pdf; In 2013, the City of San Diego spent \$160,000 on clean up of plastic bags. <https://energycenter.org/sites/default/files/Plastic-Bag-Ban-Web-Version-10-22-13-CK.pdf>

²³ “Plastic Bag Bans: Analysis of Economic and Environmental Impacts”. Equinox Center. Oct. 2013.

²⁴ https://www.business-standard.com/article/news-ians/urban-flooding-caused-by-plastic-clogging-poor-drainage-117091000339_1.html; see also <https://www.reusethisbag.com/articles/plastic-shopping-bags-environmental-impact/>

²⁵ <https://www.stamfordadvocate.com/politics/article/CT-s-recycling-market-collapse-13661573.php>

²⁶ <https://www.stamfordadvocate.com/politics/article/CT-s-recycling-market-collapse-13661573.php>

Section 84-28—Definitions

Certain key definitions include: Checkout Bag and Retail Establishment. Checkout Bags under the Ordinance are bags given to a customer at the point of sale to carryout purchased items. These bags do not include bags used inside the store to contain or wrap produce or to contain moisture; newspaper or dry-cleaning bags; or any bags that a customer may have brought to the store to carry out goods. Retail Establishments are any person, corporation, partnership, business, or other organization that transfers goods/merchandise to a customer for payment. Several examples of Retail Establishments are given, such as grocery stores, restaurants, convenience stores and food trucks, but Retail Establishment is not limited to those examples. The definition specifically excludes yard sales, tag sales, and other sales by residents at their homes.

Section 84-29—Restriction on Checkout Bags

In furtherance of the stated purpose, the Ordinance prohibits Retail Establishments from providing plastic bags to customers; it also prohibits Retail Establishments from providing paper bags that are not 100% recyclable and made from a certain percentage of post-consumer recycled content. Customers are explicitly allowed to bring any bag they choose. Retail Establishments are also enabled to (and encouraged to) provide incentives and/or rebates to its customers who bring their own bags.

Section 84-30—Enforcement and penalties for violation

Fairfield's Health Director is the enforcer of this Ordinance, who can appoint anyone in the Health Department to perform these tasks. The first violation is only a written warning; there is no monetary penalty. The second violation incurs a \$150 fee. The third (and each subsequent) violation incurs a \$250 fee. The violator must pay the fee within 10 days after the notice of violation is delivered. Delivery of such notice of violation and/or warning can be delivered by hand or by certified mail to the violator Retail Establishment by the Health Department official or his/her designee.

After nearly a decade, Westport has had only one reported violation that required enforcement by their Conservation Department. We have sought the advice and language approval of the town's Health Director, Sands Cleary, who has helped to revise the language and has approved the current form. As with Westport, other towns that have enacted similar ordinances have not experienced enforcement problems. Businesses have conformed quite easily to the new restrictions and have been cooperative. We anticipate having a similar experience here in Fairfield and do not believe that enforcement will be a problem.

Section 84-31—Hearing Procedure for Citations

Any Retail Establishment that receives a warning or notice of violation can contest the liability by making a written request for appeal within 10 days of receipt of the warning/violation. This request must be delivered to Fairfield's Health Department by hand or certified mail. If this request for a hearing is not made, such failure to appeal is an admission of liability and any monetary penalty must be paid (within 10 days of the initial notice of the violation). Once a written request to appeal is made, the Health Department must cease from issuing any further notices of violation until after the hearing procedure. The procedures in Chapter 11, entitled "Citations Hearings," apply to citations issued under this Ordinance.

Section 84-32—Severability

If anything is deemed to be invalid in this Ordinance, that invalidity does not affect the enforceability of the Ordinance as a whole.

Section 84-33—Operative Date

In order to give our businesses sufficient time to adjust to these new restrictions and to use current inventory stocks, we established an effective date of nearly one full year after this submission date—February 1st, 2020.

CONCLUSION

It is in Fairfield's best interests to pass this Reusable Checkout Bag Ordinance. Let's work together to be environmentally responsible and make Fairfield a steward of our coastal environment, and save the town money while we do so.

Chapter 84

Health

Article IV

Reusable Checkout Bags

§ 84-27 Purpose.

Plastic bags are often discarded into the environment, resulting in waterway pollution, storm drainage issues, marine life endangerment, and litter, which, in turn, creates economic and social burdens and costs to Fairfield. The purpose of this ordinance is to encourage the use of Reusable Checkout Bags to mitigate the adverse impacts of plastic bag usage and to improve and maintain Fairfield's natural resources.

§ 84-28 Definitions.

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

CHECKOUT BAG—a bag of any material, commonly plastic or paper, that is provided to a customer at the point of sale to carry purchases out of the Retail Establishment. The term shall not include:

- A. Bags used by customers inside a Retail Establishment to:
 - 1. Package bulk items, such as fruit, vegetables, nuts, grains, candy, or small hardware items;
 - 2. Contain or wrap frozen foods, meat, or fish, whether prepackaged or not;
 - 3. Contain or wrap flowers, potted plants, or other items where dampness may be a problem;
 - 4. Segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag;
 - 5. Contain unwrapped prepared foods or bakery goods; or
 - 6. Contain pharmacy prescriptions.
- B. Newspaper bags, door-hanger bags, or laundry-dry cleaning bags.
- C. Bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags.
- D. Bags of any type that customers bring to a Retail Establishment for their own use.

RECYLCED PAPER CHECKOUT BAG—a paper bag that (1) contains no old growth fiber, (2) is 100% recyclable, (3) contains a minimum of 40% post-consumer recycled content (except that an eight pound or smaller paper bag shall contain a minimum of 20% post-consumer recycled content), and (4) conspicuously displays the phrase “Reusable” and “Recyclable” on the outside of the bag and the percentage of post-consumer recycled content.

RETAIL ESTABLISHMENT—any person, corporation, partnership, business, or other organization or group, however organized, that transfers merchandise, goods, or materials, including, without limitation, clothing, food, or personal items of any kind, directly to a customer in exchange for payment. The term includes, by way of example and not limitation, any grocery store, grocery delivery service, department store, clothing store, hardware store, pharmacy, liquor store, restaurant, delicatessen, convenience store, food truck, sidewalk vendor, farmers' market, flea market, and any other retail store or vendor. The term shall not include the sale of goods at yard sales, tag sales, or other sales by residents at their home.

REUSABLE CHECKOUT BAG—a bag with handles that is specifically designed and manufactured for multiple reuse and that is made of (1) cloth, fiber, or other machine washable fabric, and/or (2) durable plastic that is at least 12.0 mils (thousandths of an inch) thick. A Reusable Checkout Bag shall not contain lead, cadmium, or any other toxic material, as defined by applicable state and federal standards and regulations for packaging or reusable bags.

§ 84-29 Restriction on Checkout Bags.

- A. No Retail Establishment shall sell, provide, or distribute to customers or clients Checkout Bags made of plastic, unless such bags qualify as Reusable Checkout Bags as defined in Section 84-28.
- B. No Retail Establishment shall sell, provide, or distribute Checkout Bags to customers or clients made of paper unless they satisfy all of the conditions set forth in Section 84-28 for Recycled Paper Checkout Bags.
- C. Nothing in this Article shall prohibit a Retail Establishment from encouraging and providing incentives or rebates to customers or clients who bring their own Checkout Bags.
- D. Nothing in this Article shall prohibit customers or clients from using any bags or containers they choose to bring to a Retail Establishment to carry out goods.

§ 84-30 Enforcement and penalties for violation.

- A. The provisions of this Article shall be enforced by a person or persons, employed in the Fairfield Health Department, appointed by the Health Director to perform such task.
- B. Upon determination that a violation of this Article has occurred, the Retail Establishment shall be liable for the following:
 - 1. Upon the initial violation, written warning notice that a violation of this Article has occurred shall be issued to the Retail Establishment. No monetary penalty shall be imposed for the initial violation;
 - 2. For the second violation of this Article, a monetary penalty of one hundred-fifty dollars (\$150.00) shall be imposed; and
 - 3. For the third and each subsequent violation of this Article, a monetary penalty of two hundred-fifty dollars (\$250.00) shall be imposed.

- C. Payment of each monetary penalty imposed pursuant to this Article shall be made within 10 calendar days after the date of delivery of notice of the violation.
- D. Any written notice to the Retail Establishment of a violation of this Article shall be delivered by hand or certified mail to the Retail Establishment by a Health Department official or his/her designee.

§ 84-31 Hearing Procedure for Citations.

- A. *Right to Appeal to a Hearing Officer.* Any Retail Establishment in receipt of a notice of violation under this Article may contest the liability before a citation hearing officer by making a written request for a hearing within 10 calendar days of the date the notice of violation was delivered to the Retail Establishment. Such request for a hearing shall be delivered by hand or certified mail to the Health Department.
- B. *Failure to Appeal Is an Admission of Liability.* If a hearing is not requested, and if one or more monetary penalties are subsequently assessed, the failure to appeal shall be deemed an admission of liability and an assessment and judgment shall be entered against the Retail Establishment by the Superior Court as provided in Chapter 11, Section 11-3. Such judgment may be issued without further notice.
- C. *After an Appeal Has Been Submitted, No Further Notice of Violation Shall Be Issued.* Once a written request for a hearing has been received by the Health Department, no additional notices of violation shall be issued to the Retail Establishment until after the hearing procedure concludes.
- D. *Hearing Procedure for Appeals.* The procedures established in Chapter 11, titled "Citations Hearings," will apply to citations issued under this Article.

§ 84-32 Severability.

If any section, clause, sentence, or provision of the Article shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision hereof, and the applicability thereof to other persons or circumstances shall not be affected thereby.

§ 84-33 Operative Date.

This Article shall become effective as of 12:01 a.m. ET on February 1st, 2020.

Reusable Checkout Bag Ordinance

Survey of Fairfield Residents
Fairfield Representative Town Meeting
March 2019

About This Survey

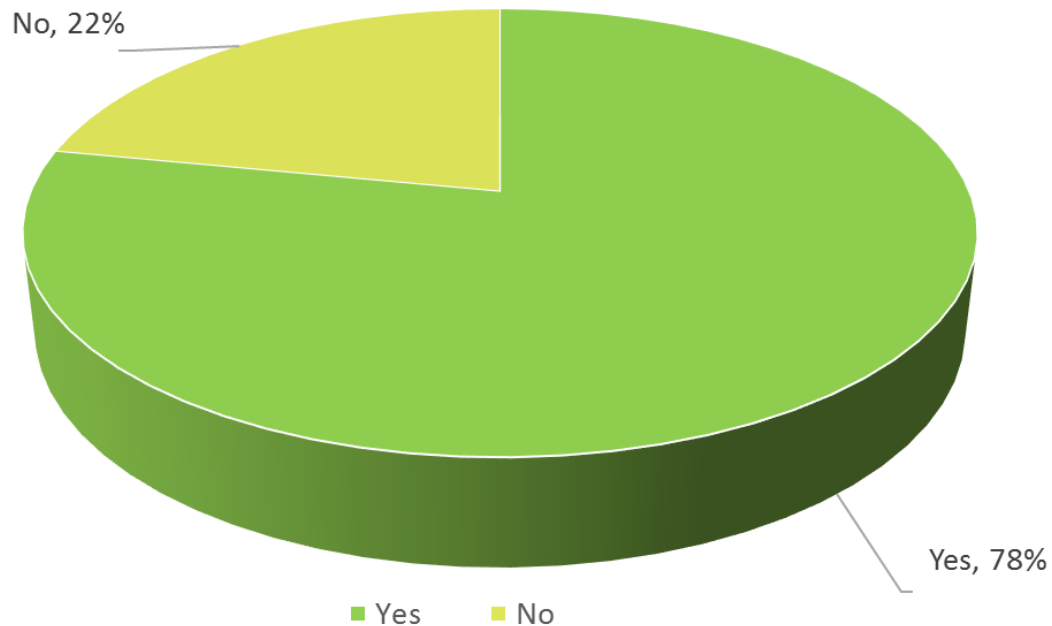
Fairfield Residents' Feedback on the Reusable Checkout Bag Ordinance

In January and February of 2019, we solicited feedback from Fairfield residents regarding their attitudes and opinions about the proposed Reusable Checkout Bag Ordinance.

A total of 1,113 people responded to the survey. The results are presented in the following pages.

Support for the RCBO Ordinance

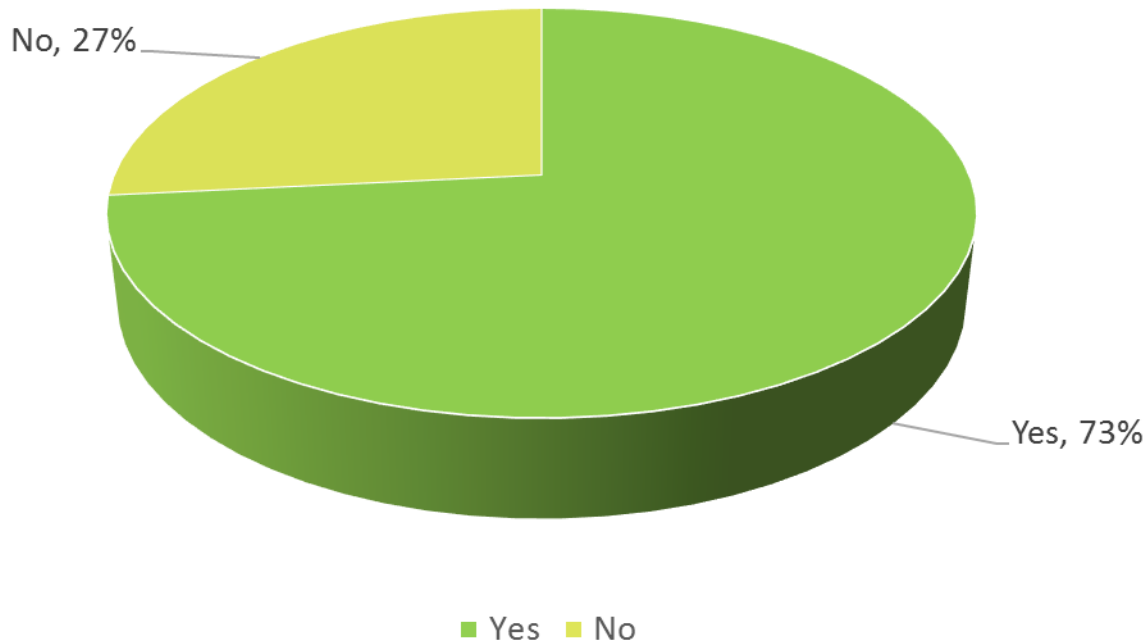
Do you support a town-wide change that replaces disposable plastic bags at retail check-out by encouraging residents to bring their own?



n = 1,113

Bring Your Own Bags

Do you currently bring your own bags with you to shop?



n = 1,113

Comments on Bringing Your Own Bags

Respondents had an opportunity to provide comments with respect to whether they bring their own bags.

Many of the people who commented indicated that remember their bags most or some of the time, and would like to do a better job of bringing them. Some mention that this ordinance will help them develop better habits. Others indicate that they bring a bag for groceries, but will now try to remember bringing bags for all shopping.

A very small minority of respondents cited concerns about wanting to be able to continue using plastic bags because of bacteria from meat.

n = 1,113

What Happens To Your Plastic Bags?



n = 1,113

Totals more than 100% due to multiple responses.

March 2019

What Happens To Your Plastic Bags?

Many respondents report bringing their bags back to the store for recycling.

Those who reuse bags mention that they use them for trash bags, pet waste, and storage. Some mention that they would have to buy plastic bags if they don't receive the bags from the store, that they would have to purchase plastic bags.

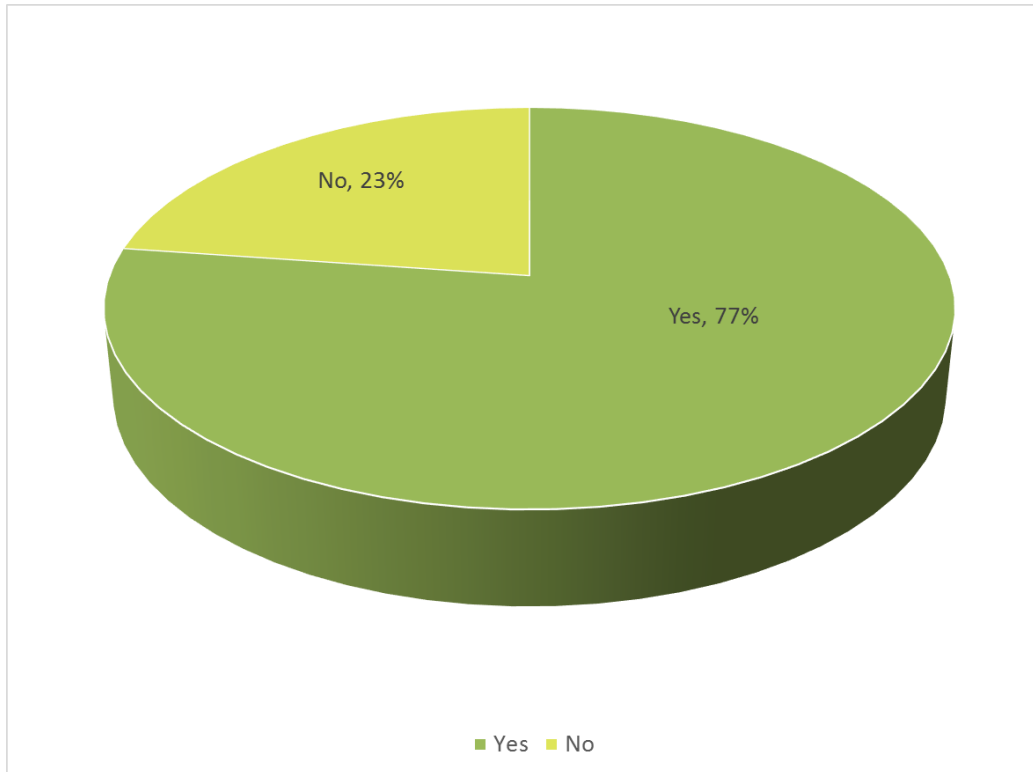
Some report not using any plastic bags at all, or if they do reuse plastic bags, they don't end up in the trash.

A small minority feel that this is not a movement that should be legislated.

n = 1,113

Do you support a Plastic Bag Ban?

Presently Fairfield does not recycle plastic bags of any kind (including heavier, multi-use and recyclable plastic bags), and therefore all plastic bags we throw away end up with all other Connecticut trash, which is burned to dispose of. Considering this, would you support the elimination of nearly all plastic bags at check out in Fairfield? This would not include product bags such as for dry cleaning, meat and produce, newspapers, etc.



n = 1,113

March 2019