

[BACK TO DASHBOARD](#)

QUESTION #	DEPARTMENT	NAME	BACKUP REQUESTED		ANSWER
		QUESTION IS FROM?	Y/N	QUESTION	
Q3	Human Resources	Lori Charlton	YES	1330 - 58920 (Risk Mgt Fund - Claims) - please include the analysis of projected activity and ending fund balance in the Internal Service Fund through 6/30/23 and 6/30/24	See <a href="#">"ISF 23 &amp; 24 prj"</a>  See also LAP Fairfield Member analysis in cell E43 of backup/attachments tab for actuarial report
Q4	Human Resources	Lori Charlton	YES	1330 - 53000 and 53200 - please provide comparative detail (FY 23 budget and FY 24 budget) of the amounts included in Fees & Professional Svcs.	See <a href="#">"Human Resources IT and Fees and Pros"</a>
Q30	Information Technology	Lori Charlton	NO	53200 - explanation provided in Explanation of Changes Document refers to a lower cost for the town website. I thought this was originally budgeted in another department in the past (Economic Development?) and the cost was carried over as an appropriation for several years in a row. Not clear why it has this impact in the IT department	The upgrade/implementation project (currently underway) was implemented through CED. Ongoing annual payments have been, and will continue to be paid through the IT budget.
Q34	Health	Hearing #1 Follow up	YES	Provide information relating to utilization of nurses by school (without identifying school names, as discussed)	See <a href="#">"Backup for Nursing Request"</a>
Q40	Finance	Hearing #1 Follow up	YES	Provide additional detail to supplement the cash balance schedule sent to the BOS. That schedule contained quarterly detail through Q2 of FY 2023. Please provide detail at least on a monthly basis so that we are able to better determine the average balance of the People's MM account.	See <a href="#">"MMK CASH FLOW"</a>
Q42	Finance	Hearing #1 Follow up	YES	Provide further detail as to the source of various cash accounts included on the investment income schedule (J Walsh). This is a follow up on the information provided in Q11.	See <a href="#">"Cash Balances FY22"</a>
Q43	General	Hearing #1 Follow up	YES	Need analysis to understand the changes in regular payroll by department due to the prior year numbers being understated due to salary amounts included in contingency. Overall summary discussed during meeting encompasses all payroll including department heads, overtime, etc. and it is not possible to understand what is happening in the departments.	See <a href="#">"GF Personnel Changes in FY24 (By Union)"</a>
Q44	Registrar of Voters	Hearing #1 Follow up	YES	Please provide the recommended adjustments necessary to correct the error in social security taxes.	These will be minimal. I can present with other admin adjustments at budget vote meeting
Q46	Building	Hearing #2 FollowUp	YES	Provide detail of information technology budget for building department	See <a href="#">"Building Department Info Tech"</a>
Q47	Public Works Administration	Hearing #2 FollowUp	YES	Provide detail of fees and professional services for public works administration	This appropriation is to have funding available for consultants for special projects such as traffic studies, environmental evaluation, and architectural studies, etc.
Q48	Public Works Operations	Hearing #2 FollowUp	NO	Where do we budget utility revenue that supports paving when utility companies pay the Town for ripping up roads.	Is either credited against expenditure in the general fund or exp and revenue are calculated in separate fund in consultation with auditors.
Q49	Recreation	Hearing #2 FollowUp	YES	What is the estimated cost of new RTM proposed noise ordinance?	Burr Mansion: Projected \$88,500 (net expenses) Jacky Durrell: Projected \$34,000 (net expenses) Penfield Pavilion: Projected \$400,000 (net expenses in a normal operating year)
Q51	Recreation	Hearing #2 FollowUp	YES	Could you provide current projections to date for parks and rec revenues for FY23?	Please refer to the Town's latest quarterly report
Q52	H Smith Richardson Golf Course	Hearing #2 FollowUp	YES	What is the arrangement we have with this outside golf pro? Revenue he receives v. expenses?	See <a href="#">"Golf Packet"</a>
Q53	Water Pollution Control Authority	Hearing #2 FollowUp	YES	Provide calculation showing the amount of interest income that is attributable to the WPCA's cash balances (historically captured in the general fund)	See <a href="#">"Additional Income on MMK Cash"</a>
Q54	Emergency Communications	Hearing #3 FollowUp	YES	Please provide the recommended adjustments necessary to correct the error in social security taxes.	Will provide admin adjustments at budget vote meeting
Q55	Human Resources	Lori Charlton	YES	Please provide comparative supporting information showing the composition of account 53000 - IT software. Please indicate whether the amounts therein represent recurring license fees or other fees (software purchase, implementation costs etc). I thought last year's budget included amounts for software purchases - if so what is the status of those items?	See Q4
Q57	Human Resources	Lori Charlton	NO	What ever happened to the status of the Kronos timekeeping system that was originally budgeted in HR several years ago?	As the HR department has added staff, it has identified other priorities and focused on implementing the PowerDMS software, which it expects to have implemented by June 23.
Q58	Human Resources	Lori Charlton	NO	Claims Handling Service (53410) - flat for many years. Is there a contract associated with this, and if so, what is the term?	Receive these estimate from our brokers at PMA. Based on claims history.
Q59	Human Resources	Lori Charlton	YES	Workers Comp - please provide the most recent analysis of the ending liability (current and long-term)	<a href="#">"Workers Comp Liability"</a>
Q60	Human Resources	Lori Charlton	YES	Liability Insurance (55240) - please provide a summary of coverages and liability limits.	I think page 75 of the CAFR provides a good overview. Does this work?
Q61	Engineering	Lori Charlton	YES	Please provide a comparative analysis of Fees & Professional services ((53200)	See <a href="#">"Engineering Fees and Pros"</a>
Q62	Engineering	Lori Charlton	YES	Please provide a breakdown of IT software costs	Arc Gis, 5 licenses, GIS spacial, GIS publish= \$7217 Autocad civil 3 D w/ 2-3 lic, \$5k Blue beam \$2500, Auto turn \$830.

[BACK TO DASHBOARD](#)

		NAME	BACKUP REQUESTED		
QUESTION #	DEPARTMENT	QUESTION IS FROM?	Y/N	QUESTION	ANSWER
Q63	Engineering	Lori Charlton	NO	What causes the need for seasonal payroll?	10 weeks of seasonal employee- usually college engineering student to assist with field and office work at minimum wage. Last year Engineering split with seasonal with Sewer Dept. coming from WPCA account. This year Dept anticipates more work, if slow down occurs over Spring/Summer 2024, we will repeat last year's procedure.
Q64	Engineering	Lori Charlton	NO	What is the nature of costs in the Advertising budget?	legal ads and public notices are still required by grants, permits and special projects. Grants require specific language in legal ads and public notices and must be published in DAILY larger circulation newspaper. Estimate for 4 legal ads/public notices for grant projects. price was \$ 400 a few years ago and now is approaching \$ 1200 per notice."
Q66	Emergency Communications	Craig Curley	NO	I missed this last week, but can we get some color as to what the \$53K contingency is for?	These are salary reserves for unsettled ECC contract, similar to contingency for WPCA and general fund. I can review contingency for other funds in executive session if desired? I only discussed general fund at the last meeting.

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Town of Fairfield  
Internal Service Fund  
Projected June 30, 2023

	<b><u>Risk Management</u></b>	<b><u>Town Active Medical</u></b>	<b><u>Total</u></b>
<b>Balance 7/1/22 (Accrual Basis)</b>	<b>(\$4,521,213)</b>	<b>\$10,552,500</b>	<b>\$6,031,287</b>
<b>Revenues:</b>			
Town Department Premiums	1,538,290	11,825,699	<b>13,363,989</b>
Agency/Cobra/Grant Premiums	-	19,618	<b>19,618</b>
Employee Premiums	-	2,081,362	<b>2,081,362</b>
Retiree Premiums	-	-	-
Recoveries	12,090	-	<b>12,090</b>
Interest	-	-	-
Other	-	-	-
<b>Total Revenues</b>	<b>1,550,380</b>	<b>13,926,680</b>	<b>15,477,060</b>
<b>Expenditures:</b>			
Worker's Comp. Claims *	1,926,890	-	<b>1,926,890</b>
General Liability Claims *	358,000	-	<b>358,000</b>
Town Property Claims *	100,000	-	<b>100,000</b>
Claims Handling Service	-	-	-
Medical & Dental Claims **	-	11,257,719	<b>11,257,719</b>
Prescription Drug Claims **	-	2,283,278	<b>2,283,278</b>
Other *	-	9,629	<b>9,629</b>
<b>Total Expenditures</b>	<b>2,384,890</b>	<b>13,550,626</b>	<b>15,935,516</b>
<b>Net Profit/Loss</b>	<b>(834,510)</b>	<b>376,054</b>	<b>(458,456)</b>
<b>Projected Fund Balance 6/30/23 (Accrual Basis)</b>	<b>(\$5,355,723)</b>	<b>\$10,928,554</b>	<b>\$5,572,831</b>
<b>Accrual</b>	<b>12,049,489</b>	<b>1,200,237</b>	<b>13,249,726</b>
<b>Balance without Accrual</b>	<b>6,693,766</b>	<b>12,128,791</b>	<b>18,822,557</b>

\* Annualized December

\*\* Projections from AON

**Town of Fairfield  
Internal Service Fund  
Budgeted June 30, 2024**

	<b><u>Risk Management</u></b>	<b><u>Town Active Medical</u></b>	<b><u>Total</u></b>
<b>Balance 7/1/23 (Accrual Basis)</b>	<b>(\$5,355,723)</b>	<b>\$10,928,554</b>	<b>\$5,572,831</b>
<b>Revenues:</b>			
Town Department Premiums	1,680,155	12,589,846	<b>14,270,001</b>
Agency/Cobra/Grant Premiums	-	-	-
Employee Premiums	-	2,400,008	<b>2,400,008</b>
Retiree Premiums	-	-	-
Recoveries	-	-	-
Interest	-	-	-
Other	490,000	-	<b>490,000</b>
<b>Total Revenues</b>	<b>2,170,155</b>	<b>14,989,854</b>	<b>17,160,009</b>
<b>Expenditures:</b>			
Worker's Comp. Claims	1,680,155	-	<b>1,680,155</b>
General Liability Claims	450,000	-	<b>450,000</b>
Town Property Claims	40,000	-	<b>40,000</b>
Claims Handling Service	-	-	-
Medical & Dental Claims	-	11,994,089	<b>11,994,089</b>
Prescription Drug Claims	-	2,548,554	<b>2,548,554</b>
Other	-	447,211	<b>447,211</b>
<b>Total Expenditures</b>	<b>2,170,155</b>	<b>14,989,854</b>	<b>17,160,009</b>
<b>Net Profit/Loss</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Projected Fund Balance 6/30/24 (Accrual Basis)</b>	<b>(\$5,355,723)</b>	<b>\$10,928,554</b>	<b>\$5,572,831</b>
<b>Accrual</b>	<b>12,049,489</b>	<b>1,200,237</b>	<b>13,249,726</b>
<b>Balance without Accrual</b>	<b>6,693,766</b>	<b>12,128,791</b>	<b>18,822,557</b>

**CONNECTICUT INTERLOCAL RISK MANAGEMENT AGENCY  
TOWN OF FAIRFIELD AND FAIRFIELD BOARD OF EDUCATION  
RESERVE ANALYSIS AS OF 12/31/22**

SUMMARY EXHIBIT

## SUMMARY OF UNPAID LOSSES - \$000s

LINE OF BUSINESS	FUND YEARS 7/1/22-23 and PRIOR							UNDISCOUNTED FORECASETED LOSSES FOR FUND YEAR 7/1/23-24		
	LOSS & ALAE RESERVES			CASE RESERVES	IBNR RESERVES			LOW	SELECTED	HIGH
	LOW	SELECTED	HIGH		LOW	SELECTED	HIGH			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
GENERAL LIABILITY	1,935	2,520	3,105	1,067	869	1,453	2,038	578	650	722
LAW ENFORCEMENT LIABILITY	671	786	900	329	342	456	571	161	167	174
PUBLIC OFFICIALS LIABILITY	298	362	426	153	145	209	273	144	173	202
SCHOOL LEADERS LIABILITY	251	323	395	192	59	131	203	69	99	129
AUTO LIABILITY	37	64	91	8	29	56	83	96	112	128
<b>LAP TOTAL</b>	<b>3,193</b>	<b>4,054</b>	<b>4,916</b>	<b>1,748</b>	<b>1,444</b>	<b>2,306</b>	<b>3,168</b>	<b>1,049</b>	<b>1,202</b>	<b>1,355</b>

**LAP FOOTNOTES:**

- (1) FROM EXHIBIT 6A - EXHIBIT 6E , SHEET 2, COL. 6  
 (2) FROM EXHIBIT 6A - EXHIBIT 6E , SHEET 2, COL. 7  
 (3) FROM EXHIBIT 6A - EXHIBIT 6E , SHEET 2, COL. 8  
 (4) FROM EXHIBIT 6A - EXHIBIT 6E , SHEET 2, COL. 3  
 (5) =(1) - (4)

- (6) =(2) - (4)  
 (7) =(3) - (4)  
 (8) FROM EXHIBIT 6A, EXHIBIT 6E, SHEET 1, COL.16 - LOW  
 (9) FROM EXHIBIT 6A, EXHIBIT 6E, SHEET 1, COL.16 - MID  
 (10) FROM EXHIBIT 6A, EXHIBIT 6E, SHEET 1, COL.16 - HIGH

# Town of Fairfield

## July 1, 2023 Renewal Projection

Town of Fairfield - Combined Experience (all lines of coverage)						Data Through January 2023	
Provider		Anthem, ESI, and Delta Dental					
Month	Medical Active	Medical RU65	Medical RO65	ESI EGWP - RO65	ESI - Act/RU65 Rx	Delta Dental	Total
Dec-21	\$1,016,207	\$140,909	\$85,148		\$195,909	\$68,531	\$1,506,704
Jan-22	\$788,244	\$78,376	\$68,421		\$224,234	\$60,637	\$1,219,912
Feb-22	\$705,371	\$106,910	\$148,446		\$187,633	\$71,169	\$1,219,529
Mar-22	\$1,069,930	\$69,458	\$106,546		\$221,843	\$102,727	\$1,570,504
Apr-22	\$658,581	\$227,163	\$148,819		\$209,221	\$66,527	\$1,310,310
May-22	\$1,077,743	\$97,053	\$85,523		\$226,091	\$90,087	\$1,576,498
Jun-22	\$1,115,594	\$66,869	\$70,685		\$227,235	\$102,049	\$1,582,431
Jul-22	\$646,700	\$76,845	\$70,058		\$260,112	\$85,828	\$1,139,544
Aug-22	\$541,718	\$149,986	\$62,199		\$242,729	\$88,455	\$1,085,087
Sep-22	\$726,849	\$161,210	\$58,083		\$247,080	\$77,527	\$1,270,750
Oct-22	\$801,241	\$85,337	\$73,407		\$300,542	\$84,102	\$1,344,629
Nov-22	\$974,420	\$124,260	\$88,136		\$395,544	\$100,463	\$1,682,823
Dec-22	\$906,323	\$169,159	\$90,739		\$204,972	\$71,654	\$1,442,846
Jan-23	\$742,956	\$181,517	\$125,933		\$373,275	\$107,243	\$1,530,923
Latest 12	\$9,967,427	\$1,515,767	\$1,128,574		\$3,096,277	\$1,047,830	\$16,755,875
Averages							
Latest 3	\$874,566	\$158,312	\$101,603		\$324,597	\$93,120	\$1,552,197
Latest 6	\$782,251	\$145,245	\$83,083		\$294,024	\$88,241	\$1,392,843
Latest 9	\$837,061	\$123,582	\$80,529		\$275,287	\$89,712	\$1,406,170
Latest 12	\$830,619	\$126,314	\$94,048		\$258,023	\$87,319	\$1,396,323

# Town of Fairfield

## July 1, 2023 Renewal Projection

Town of Fairfield - Subscriber Headcounts (includes EGWP)								Data Through January 2023		
Provider	Anthem/ESI Lives				ESI Lives			Delta Dental		
Month	Active	RU65	RO65/EGWP	Total	Actives	Retiree	Total	Actives	Retiree	Total
Dec-21	454	99	342	895	368	88	456	435	417	852
Jan-22	458	98	340	896	369	83	452	441	416	857
Feb-22	458	98	340	896	371	83	454	440	418	858
Mar-22	458	98	340	896	369	86	455	441	418	859
Apr-22	459	98	339	896	369	85	454	441	419	860
May-22	460	98	340	898	369	85	454	441	419	860
Jun-22	463	98	340	901	373	85	458	444	419	863
Jul-22	469	99	342	910	384	86	470	450	419	869
Aug-22	474	98	344	916	391	87	478	455	421	876
Sep-22	471	98	346	915	389	85	474	461	420	881
Oct-22	471	99	346	916	389	85	474	463	420	883
Nov-22	471	99	346	916	390	85	475	467	420	887
Dec-22	466	106	346	918	392	86	478	468	420	888
Jan-23	467	107	348	922	394	86	480	473	420	893
<b>Latest 12</b>	<b>466</b>	<b>100</b>	<b>343</b>	<b>908</b>	<b>382</b>	<b>85</b>	<b>467</b>	<b>454</b>	<b>419</b>	<b>873</b>
<b>Lag Lives (1 mos)</b>	<b>465</b>	<b>99</b>	<b>342</b>	<b>906</b>	<b>380</b>	<b>85</b>	<b>465</b>	<b>451</b>	<b>419</b>	<b>870</b>
<b>Averages</b>										
<b>Latest 3</b>				<b>919</b>			<b>478</b>			<b>889</b>
<b>Latest 6</b>				<b>917</b>			<b>477</b>			<b>885</b>
<b>Latest 9</b>				<b>912</b>			<b>471</b>			<b>878</b>
<b>Latest 12</b>				<b>908</b>			<b>467</b>			<b>873</b>



# Town of Fairfield

## July 1, 2023 Renewal Projection

Fee History				Data Through January 2023			
Medical/Rx	Lives <sup>(1)</sup>	Current - July 2022 (pepm)	Current - July 2022 (\$)	Lives <sup>(1)</sup>	Proposed - July 2023 (pepm) <sup>(2)</sup>	Proposed - July 2023 (\$)	% Change
Medical Administration							
Self Insured Program Fee - Active PPO	389	\$26.00	\$121,368	389	\$21.71	\$101,342	-16.5%
Self Insured Program Fee - Active CDHP	78	\$26.00	\$24,336	78	\$21.71	\$20,321	-16.5%
Self Insured Program Fee - Active HSA Fees	78	\$2.35	\$2,200	78	\$2.35	\$2,200	0.0%
Commissions - Active	467	\$15.08	\$84,508	467	\$15.08	\$84,508	0.0%
Self Insured Program Fee - RU65 PPO	104	\$26.00	\$32,448	104	\$21.71	\$27,094	-16.5%
Self Insured Program Fee - RU65 CDHP	3	\$26.00	\$936	3	\$21.71	\$782	-16.5%
Self Insured Program Fee - RU65 HSA Fees	3	\$2.35	\$85	3	\$2.35	\$85	0.0%
Commissions - RU65	107	\$15.08	\$19,363	107	\$15.08	\$19,363	0.0%
Self Insured Program Fee - RO65 PPO	348	\$24.62	\$102,813	348	\$25.11	\$104,869	2.0%
Self Insured Program Fee - RO65 CDHP							
Self Insured Program Fee - RO65 HSA Fees							
Commissions - RO65	348	\$0.00	\$0	348	\$0.00	\$0	0.0%
Total	922		\$388,056	922		\$360,563	-7.1%
Stop Loss (\$150K ISL, 125% ASL)							
Self Insured Program Fee - Active	467	\$273.53	\$1,532,862	467	\$333.71	\$1,870,111	22.0%
Self Insured Program Fee - RU65	107	\$273.53	\$351,213	107	\$333.71	\$428,484	22.0%
Self Insured Program Fee - RO65	0	\$0.00	\$0	0	\$0.00	\$0	
Total			\$1,884,075			\$2,298,594	22.0%
Dental Administration							
Individual	893	\$5.59	\$59,902	893	\$5.93	\$63,546	6.1%
Total			\$59,902			\$63,546	6.1%

<sup>(1)</sup> as of January 2023

<sup>(1)</sup> Anthem negotiated Admin and Stop Loss fees

# Town of Fairfield

## July 1, 2023 Renewal Projection

Town of Fairfield - Large Claimants (in excess of \$75,000)						Data Through January 2023	
Current Experience Period - February 2022 through January 2023							
Claimant	Relationship	Active	Diagnosis/Condition	Total Medical Claims	Total Rx Claims <sup>(1)</sup>	Total Medical/Rx Claims	Claims Over \$150,000 ISL/Laser Limit <sup>(2)</sup>
1		Yes		\$965,985	\$234,946	\$1,200,931	\$1,050,931
2		Yes		\$337,315	\$48	\$337,363	\$187,363
3		Yes		\$295,288	\$33,993	\$329,281	\$179,281
4		Yes		\$0	\$261,765	\$261,765	\$111,765
5		Yes		\$245,612	\$15,130	\$260,742	\$110,742
6		Yes		\$85,735	\$174,125	\$259,860	\$109,860
7		Yes		\$226,133	\$15,178	\$241,311	\$91,311
8		Yes		\$208,347	\$9,171	\$217,518	\$67,518
9		Yes		\$193,946	\$49	\$193,995	\$43,995
10		Yes		\$0	\$191,833	\$191,833	\$41,833
11		Yes		\$8,157	\$174,520	\$182,677	\$32,677
12		Yes		\$0	\$175,067	\$175,067	\$25,067
13		Yes		\$152,716	\$6,141	\$158,857	\$8,857
14		Yes		\$147,831	\$264	\$148,095	\$0
15		Yes		\$130,017	\$0	\$130,017	\$0
16		No		\$129,005	\$0	\$129,005	\$0
17		Yes		\$109,729	\$0	\$109,729	\$0

# Town of Fairfield

## July 1, 2023 Renewal Projection

Town of Fairfield - Large Claimants (in excess of \$75,000)						Data Through January 2023	
Current Experience Period - February 2022 through January 2023							
Claimant	Relationship	Active	Diagnosis/Condition	Total Medical Claims	Total Rx Claims <sup>(1)</sup>	Total Medical/Rx Claims	Claims Over \$150,000 ISL/Laser Limit <sup>(2)</sup>
18		Yes		\$97,921	\$0	\$97,921	\$0
19		Yes		\$97,636	\$0	\$97,636	\$0
20		Yes		\$94,317	\$0	\$94,317	\$0
21		Yes		\$91,781	\$0	\$91,781	\$0
22		Yes		\$91,271	\$73	\$91,344	\$0
23		Yes		\$88,034	\$0	\$88,034	\$0
24		Yes		\$84,944	\$0	\$84,944	\$0
25		Yes		\$81,681	\$0	\$81,681	\$0
26		Yes		\$79,979	\$0	\$79,979	\$0
27		Yes		\$76,969	\$0	\$76,969	\$0
28		Yes		\$75,693	\$0	\$75,693	\$0
29		No		\$75,027	\$0	\$75,027	\$0
Total				\$4,271,069	\$1,292,303	\$5,563,372	\$2,061,200

<sup>(1)</sup> includes claims from ESI

<sup>(2)</sup> Individual Stop Loss (ISL) = \$150,000

<sup>(2)</sup> **Individuals (2) lasered at \$450,000 each - new lasers at 7/1/23**

<sup>(2)</sup> Lasering is a common stop loss practice in which an individual participant—based on prior claims experience or known conditions—is covered by the stop loss policy at a higher Specific deductible than the rest of the group. As a result, the employer takes on additional claim risk for the individual in exchange for lower annual premium across the entire plan

# Town of Fairfield

## July 1, 2023 Renewal Projection

Renewal Year (2023 - 2024 Plan Year)					\$600,000 Additional Laser Liability				Data Through January 2023			
Aon Renewal Projection: 2023 - 2024 Plan Year												
Combined Active/RU65 and RO65 Renewal	Anthem Medical				Express Scripts Rx (ESI)				Delta Dental			Total - All Coverages
	Active	RU65	RO65	Total	Active	Retirees	RO65/EGWP <sup>(1)</sup>	Total	Active	Retirees	Total	
1. Exp. Per Pd Claims	\$9,967,427	\$1,515,767	\$1,128,574	\$12,611,769	\$2,173,121	\$923,156		\$3,096,277	\$591,109	\$456,721	\$1,047,830	
2. (less) Claims in Excess of ISL	\$2,061,200	\$0	\$0	\$2,061,200	\$0	\$0			\$0	\$0	\$0	
3. Experience Period Net Paid Claims	\$7,906,227	\$1,515,767	\$1,128,574	\$10,550,569	\$2,173,121	\$923,156			\$591,109	\$456,721	\$1,047,830	
4 Trend Factor ( 17 Months )	1.086	1.086	1.043		1.130	1.130			1.057	1.057		
5 Annual Trend <sup>(2)</sup>	6.0%	6.0%	3.0%		9.0%	9.0%			4.0%	4.0%		
6. Trended Paid Claims	\$8,586,561	\$1,646,200	\$1,176,837	\$11,409,597	\$2,455,301	\$1,043,028			\$624,882	\$482,815	\$1,107,698	
7. Experience Period Lives (1 mo. lag)	465	99	342	906	380	85			451	419	870	
8. Trended Exp Per Claims (per ee)	\$18,472	\$16,642	\$3,437		\$6,468	\$12,259			\$1,386	\$1,152		
9. Projected Current Year Average Lives	467	107	348	922	394	86			473	420	893	
10. Exp Claims: July 1, 2023 - July 1, 2025	\$8,626,584	\$1,780,725	\$1,196,026	\$11,603,335	\$2,548,554	\$1,054,266			\$655,364	\$483,871	\$1,139,236	
11. Estimated Laser Liability <sup>(3)</sup>	\$600,000	\$0	\$0		\$0	\$0			\$0	\$0		
12. Laser Adjusted Claims	\$9,226,584	\$1,780,725	\$1,196,026	\$12,203,335	\$2,548,554	\$1,054,266			\$655,364	\$483,871	\$1,139,236	
13. Admin: July 1, 2023 - July 1, 2024 <sup>(4)</sup>	\$208,371	\$47,323	\$104,869	\$360,563	\$0	\$0			\$33,659	\$29,887	\$63,546	
14. SL Exp: July 1, 2023 - July 1, 2024 <sup>(4)</sup>	\$1,870,111	\$428,484	\$0	\$2,298,594	\$0	\$0			\$0	\$0	\$0	
15. Est Tot Cost: 2023 - 2024 Fiscal Year	\$11,305,066	\$2,256,531	\$1,300,895	\$14,862,492	\$2,548,554	\$1,054,266	\$2,561,040	\$6,163,859	\$689,023	\$513,759	\$1,202,782	\$22,229,133
16. Current Premium <sup>(5)</sup> :												\$20,853,632
17. Change (\$)												\$1,375,501
18. Change (%)												6.6%
19. Active Only Gross Cost												\$14,542,642
20. Medical												\$11,305,066
21. Prescription Drug												\$2,548,554
22. Dental												\$689,023

<sup>(1)</sup> estimated - includes subsidies and rebates - EGWP liability approved by Beacon Financial Group (EGWP consultant) (497 members)

<sup>(2)</sup> Aon Trend Survey

<sup>(3)</sup> Maximum laser liability could reach \$600,000 based on current (as of 2/22/23) Anthem proposal - 2 lasers @ \$450,000 each

<sup>(4)</sup> based on Anthem revised marketing results - subject to negotiated change

<sup>(5)</sup> based on 22/23 rates x January 2023 headcounts

**Additional Interest Income on Operating Cash - FY24 Projected**

	@ 3.5%	@ 3.0%	@ 2.5%
*Common Cash Pool Interest on Avg. Monthly Balance (\$57,505,836)	\$2,012,704	\$1,725,205	\$ 1,437,671
<b>Less:</b> Transfer of WPCA Interest on \$14.9M Cash	521,500	447,000	372,500
General Fund Interest After WPCA Allocation	<u>1,491,204</u>	<u>1,278,205</u>	<u>1,065,171</u>
** <b>Less:</b> Reduction to Reflect Low Scenario from Investment Advisor	472,000	472,000	472,000
=Available to General Fund	<u>1,019,204</u>	<u>806,205</u>	<u>593,171</u>

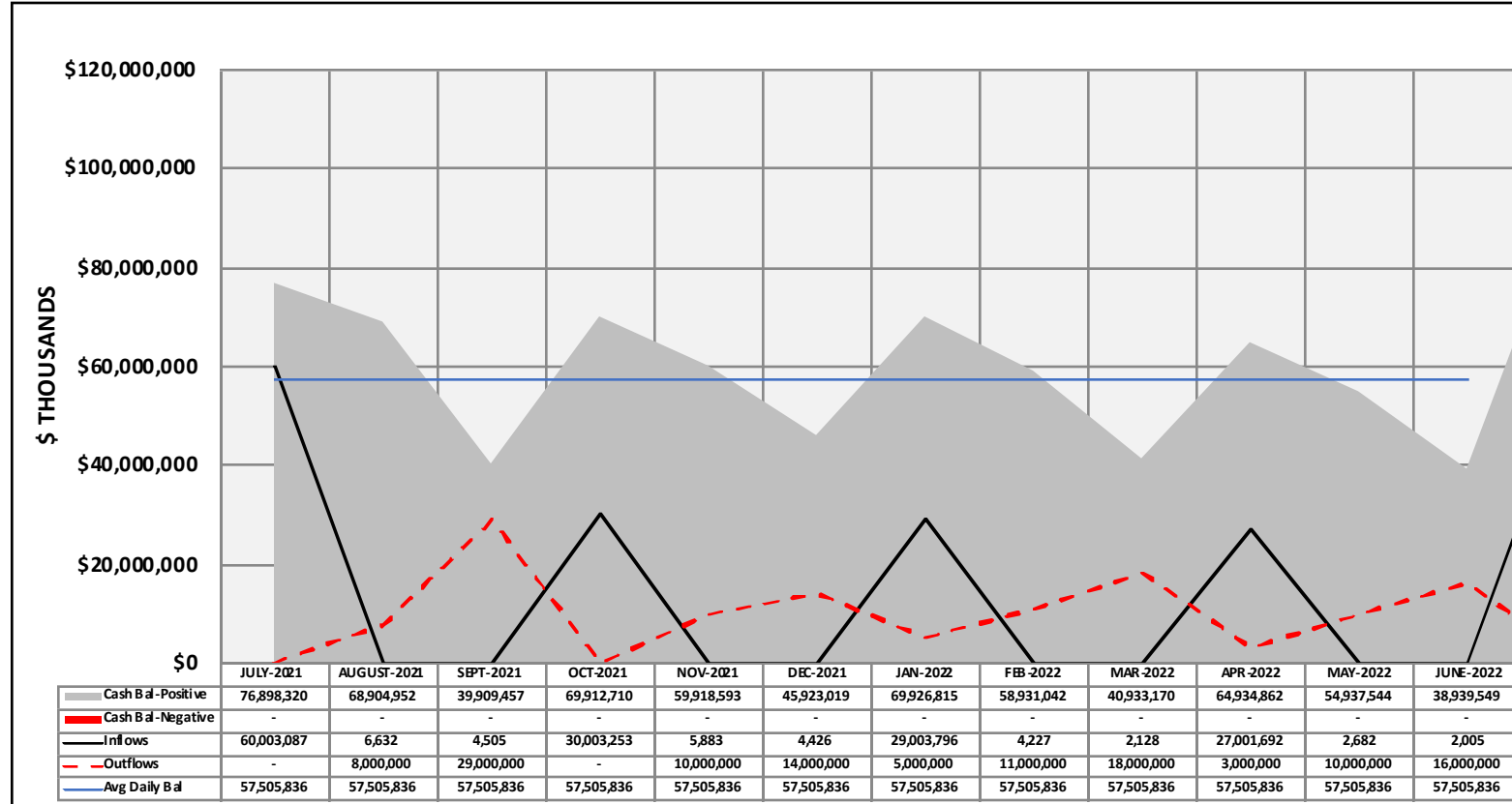
\*Avg Daily Balance Using M&T MMK Average Daily Balance Data - See Monthly Cash Flow - MMK

\*\*See backup below (provided in prior meeting). \$472,000 is \$4,607,600 - \$4,135,600

Purpose	Investible Amount	Strategy*	Est. Duration	Mar 1 2023 - Jun 30 2023**		FY 2024	
				Low Yield	High Yield	Low Yield	High Yield
ARP Funds	\$16mm SDI		2.5	4.85%	5.10%	4.10%	4.70%
General Fund	\$40mm CABs		3.5	4.49%	4.75%	4.11%	4.36%
Capital Projects	\$0mm		-				
Internal Service	\$19mm SDI		0.3	4.75%	4.97%	3.84%	4.44%
Special Revenue	\$27mm SDI		2.5	4.85%	5.10%	4.10%	4.70%
<b>Total</b>	<b>\$102mm</b>		<b>2.5</b>	<b>4.69%</b>	<b>4.93%</b>	<b>4.05%</b>	<b>4.52%</b>

Purpose	Investible Amount	Strategy*	Est. Duration	Mar 1 2023 - Jun 30 2023**		FY 2024		M2M
				Income (Low)	Income (High)	Income (Low)	Income (High)	Cushion***
ARP Funds	\$16mm SDI		2.5	\$193,813	\$203,813	\$655,308	\$751,308	\$ (114,934)
General Fund	\$40mm CABs		3.5	\$284,390	\$300,540	\$1,645,633	\$1,745,633	\$ (342,271)
Capital Projects	\$0mm SDI		-	\$0	\$0	\$0	\$0	\$ -
Internal Service	\$19mm SDI		0.3	\$300,635	\$314,523	\$728,828	\$842,828	\$ (22,157)
Special Revenue	\$27mm SDI		2.5	\$327,059	\$343,934	\$1,105,832	\$1,267,832	\$ (193,952)
<b>Total</b>	<b>\$102mm</b>		<b>2.5</b>	<b>\$1,105,896</b>	<b>\$1,162,808</b>	<b>\$4,135,600</b>	<b>\$4,607,600</b>	<b>\$ (673,314)</b>

**MONTHLY CASH FLOW - MMK**  
**FOR FISCAL YEAR ENDING-JUNE-2022**



## Cash Balances FY22

<b>General Fund</b>	<b>64</b>
<b>Capital Projects</b>	<b>29</b>
<b>Internal Service</b>	<b>19</b>
<b>ARPA</b>	<b>16</b>
CDBG	2
Recreation	1
Public Safety	2
WPCA	15
Grant	2
Debt Service	5
<b>Special Revenue Funds</b>	<b>27</b>
<b>Total</b>	<b>155</b>

## Town of Fairfield General Fund Balance History

<b>Budgetary Basis</b>						
<b>Total General Fund</b>						
	<b>Unassigned Fund</b>	<b>Expenditures and Other</b>				
<b>Fiscal Year</b>	<b>Balance</b>	<b>Financing Uses</b>	<b>Percent</b>	<b>Act/Bud</b>	<b>Change</b>	
FY10	\$12,286	\$245,243	5.01%	Act		
FY11	\$13,414	\$250,067	5.36%	Act	0.35%	
FY12	\$14,593	\$262,398	5.56%	Act	0.20%	
FY13	\$17,408	\$270,596	6.43%	Act	0.87%	
FY14	\$21,168	\$277,245	7.64%	Act	1.20%	
FY15	\$24,260	\$284,271	8.53%	Act	0.90%	
FY16	\$27,435	\$290,960	9.43%	Act	0.90%	
FY17	\$27,839	\$292,200	9.53%	Act	0.10%	
FY18	\$32,142	\$295,508	10.88%	Act	1.35%	
FY19	\$34,688	\$307,452	11.28%	Act	0.41%	
FY20	\$34,819	\$315,233	11.05%	Act	-0.24%	
FY21	\$36,572	\$322,516	11.34%	Act	0.29%	
FY22	\$39,790	\$338,701	11.75%	Act	0.41%	
FY23	\$39,790	\$345,100	11.53%	<b>Bud</b>	-0.22%	
* FY23	\$40,465	\$344,318	11.75%	<b>Prj</b>	0.22%	
** FY24	\$39,790	\$354,780	11.22%	<b>Bud</b>	-0.54%	
*** FY24	\$40,465	\$354,780	11.41%	<b>Bud</b>	11.41%	
**** FY24	\$41,690	\$354,780	11.75%	<b>Est</b>	0.22%	

\* Need \$675k to keep fund balance flat at 11.75% with \$782k in projected savings in FY23

\*\* Using FY22 final fund balance of \$39,790 and budget FY24 expenditures

\*\*\* Using projected FY23 fund balance of \$40,465 and budget FY24 expenditures

\*\*\*\* Need \$1,225k added to the FY23 projected fund balance (of \$40,465) to keep fund balance at 11.75%



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**OPEB PROJECTION**


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## RETIREE HEALTH:

<u>Dept.</u>		<u>Object</u>	<u>FY23</u>	<u>FY24</u>	<u>CHG</u>
1310	Town Plan -General Fund (a)	52105	\$3,866,518	\$3,302,625	(\$563,893)
5040	Town Plan - WPCA Fund (a)	52105	314,692	\$150,736	(\$163,956)
4150	Town Plan - ECC Fund (a)	52105	<u>65,641</u>	<u>\$118,589</u>	\$52,948
	Total Town Plan		\$4,246,851	\$3,571,950	(\$674,901)
1310	Police/Fire Plan (b)	52110	<u>\$5,596,727</u>	<u>\$5,913,083</u>	<u>\$316,356</u>
<b>TOTAL Town &amp; P/F Plans</b>			<b><u>\$9,843,578</u></b>	<b><u>\$9,485,033</u></b>	<b><u>(\$358,545)</u></b>

(a) Town split between General Fund, ECC, WPCA based on non-uniformed FTE. R922:S:944 in Budget Book &gt; PS Department

(b) Net of Police/Fire Employee Contributions.

**PENSION**

<b>DEFINED BENEFIT:</b>		<b>Object</b>	<b>FY23</b>	<b>FY24</b>	<b>CHG</b>	<b>% CHG</b>
TOWN RETIREMENT:						
1310	General Fund - Retirement Contribution (b)	52310	\$2,957,701	\$3,044,459	\$86,758	2.93%
5040	WPCA Fund (b)	52310	230,470	138,953	-91,517	-39.71%
4150	ECC Fund	52310	94,880	109,319	14,438	15.22%
8010	General Fund - BOE Pension (a)		<u>1,779,254</u>	<u>1,747,121</u>	<u>-32,133</u>	<u>-1.81%</u>
	Total Town Plan		5,062,305	5,039,852	-22,453	-0.44%
1310	Police/Fire - Retiree Benefits	52311	6,669,099	7,045,749	376,650	6.27%
<b>TOTAL TOWN and P/F DEFINED BENEFIT PLAN</b>			<u>\$11,731,404</u>	<u>\$12,085,601</u>	<u>\$354,197</u>	<u>3.05%</u>

<b>DEFINED CONTRIBUTION:</b>		<b>Object</b>	<b>FY23</b>	<b>FY24</b>	<b>CHG</b>	<b>% CHG</b>
401a PENSION PLAN:						
1310	Town 401a	52312	\$614,175	\$710,755	\$96,580	15.73%
5040	WPCA 401a	52312	<u>25,000</u>	<u>28,933</u>	<u>3,933</u>	15.73%
4150	ECC 401a (c)	52312	<u>35,825</u>	<u>41,460</u>	<u>5,635</u>	15.73%
	<b>TOTAL 401a</b>		\$675,000	\$781,148	\$106,148	15.73%
LONG-TERM DISABILITY 401a:						
1310	LTD 401a	52313	<u>\$70,000</u>	<u>\$75,000</u>	<u>\$5,000</u>	<u>9.43%</u>
<b>TOTAL TOWN DEFINED CONTRIBUTION PLAN</b>			<u>\$745,000</u>	<u>\$856,148</u>	<u>\$111,148</u>	<u>13.11%</u>

**TOTAL RETIREE**

\$12,476,404

\$12,941,749

\$465,345

**TOTAL GENERAL FUND RETIREE**

\$10,310,975

\$10,875,963

\$564,988

**SUMMARY OF OPEB&PENSION PROPOSED TO ADJUSTED**

	FY24 PROPOSED	FY24 W ADJUSTMENTS	
Town Pension - General	2,957,701	3,044,459	
P//F - Pension	6,669,099	7,045,749	
Town OPEB - General	4,104,736	3,302,625	
P//F - OPEB	<u>5,909,224</u>	<u>5,913,083</u>	
	19,640,760	19,305,916	-334,844

# Town of Fairfield OPEB Plans

**July 1, 2022 Valuations**

**Jennifer M. Castelhana, FSA**

MARCH 23, 2023



TOWN OF FAIRFIELD OPEB PLANS

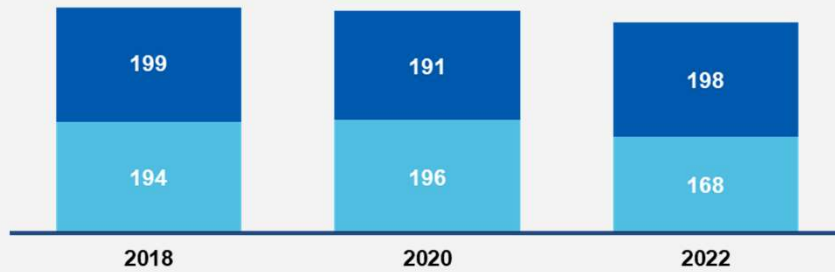
# Plan Population

Based on July 1, 2022 Valuations

OPEB valuations are performed only in even numbered years

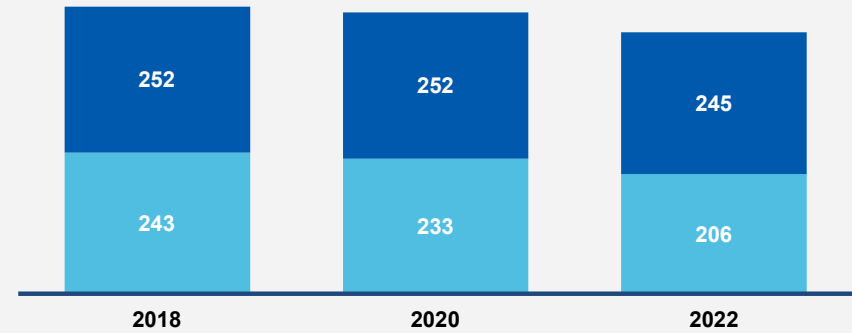
## Police and Fire Plan Members

- Active members
- Members in pay status



## Town Plan Members

- Active members
- Members in pay status



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TOWN OF FAIRFIELD OPEB PLANS

## Active Members

Based on July 1, 2022 Valuations

### Police and Fire Plan Members

Age	Service							Total
	0-4	5-9	10-14	15-19	20-24	25-29	30+	
< 25	4							4
25-29	20							20
30-34	16	17	4					37
35-39	5	6	7	4				22
40-44		5	5	6	5			21
45-49	2	2	1	7	16	3		31
50-54		1		9	15	10	3	38
55-59	1	1	1	4	4	4	1	16
60-64		1		1		1	2	5
65+		1				1	2	4
<b>Total</b>	48	34	18	31	40	19	8	198

### Town Plan Members

Age	Service							Total
	0-4	5-9	10-14	15-19	20-24	25-29	30+	
< 25	1							1
25-29	7							7
30-34	13	7	2					22
35-39	10	5	1					16
40-44	7	1	5	2				15
45-49	9	7	8	2	4			30
50-54	10	13	4	9	5	3		44
55-59	11	11	7	6	7	5	11	58
60-64	7	8	4	5	7	5	4	40
65+	5		1	3	1	1	1	12
<b>Total</b>	80	52	32	27	24	14	16	245

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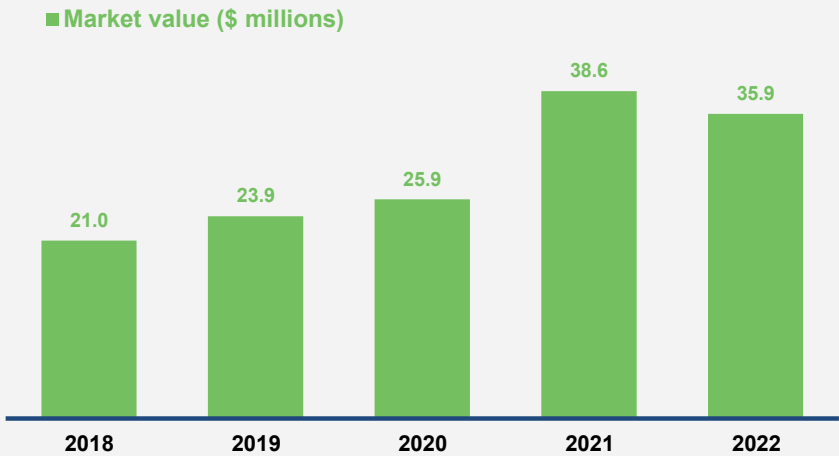
TOWN OF FAIRFIELD OPEB PLANS

# Plan Assets

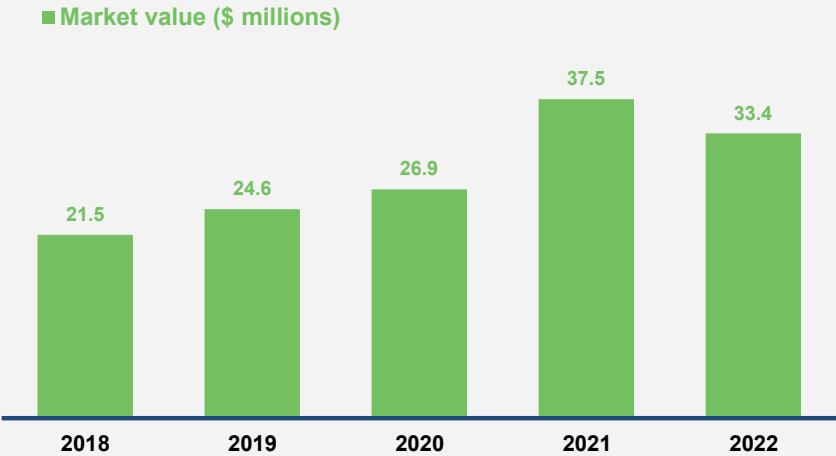
Based on July 1, 2022 Valuations

The OPEB plans do not currently utilize a mechanism for smoothing investment gains and losses. As the plan's become better funded, consideration should be given to adopting an asset smoothing method.

## Police and Fire Plan



## Town Plan



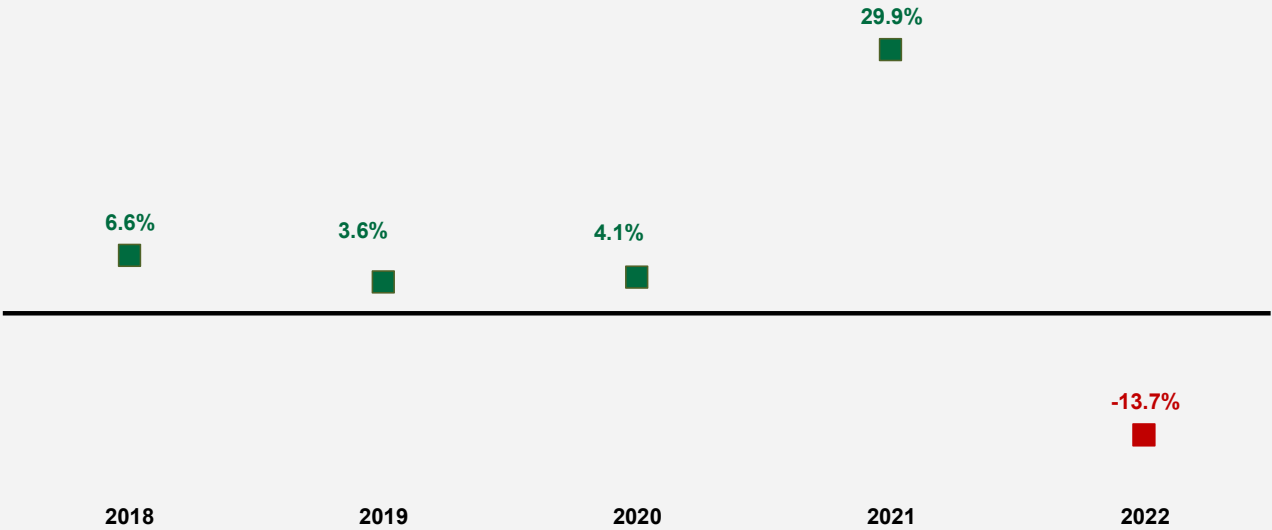
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TOWN OF FAIRFIELD OPEB PLANS

# Investment Returns

Based on July 1, 2022 Valuations

Average return of both plans shown below



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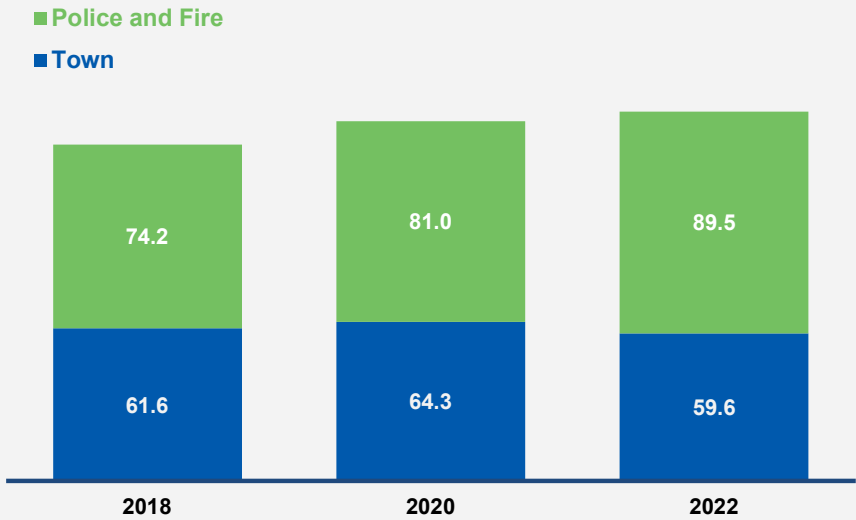


TOWN OF FAIRFIELD OPEB PLANS

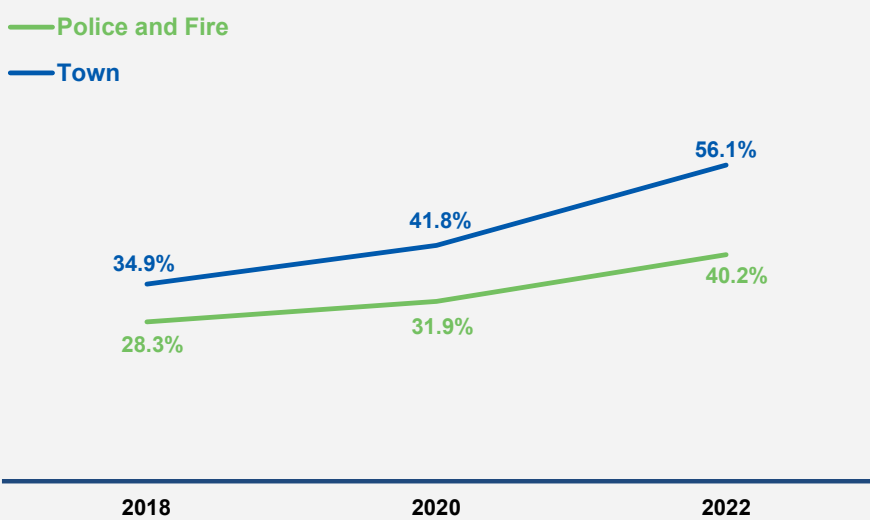
# Funded Status

Based on July 1, 2022 Valuations

## Accrued Liability (\$ millions)



## Funded Ratio



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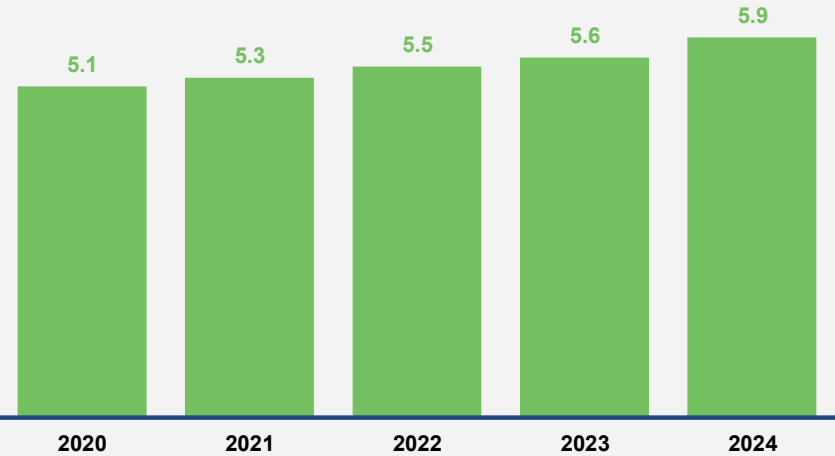
TOWN OF FAIRFIELD OPEB PLANS

# Actuarially Determined Contribution

Based on July 1, 2022 Valuations

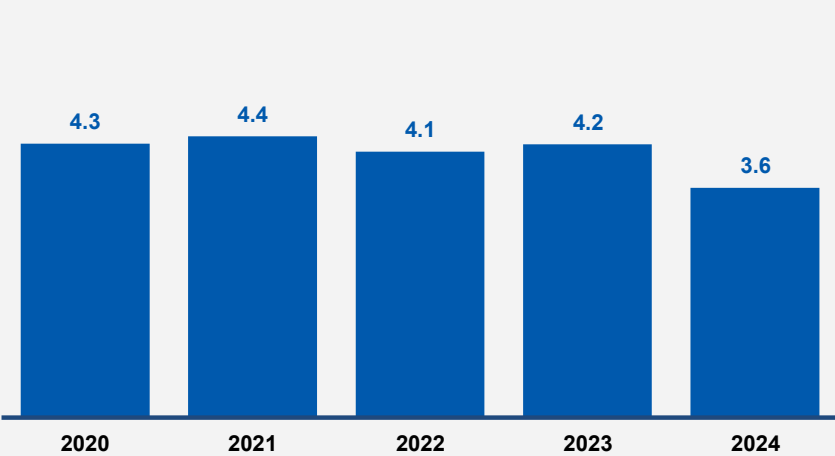
## Police and Fire Plan

■ \$ millions



## Town Plan

■ \$ millions



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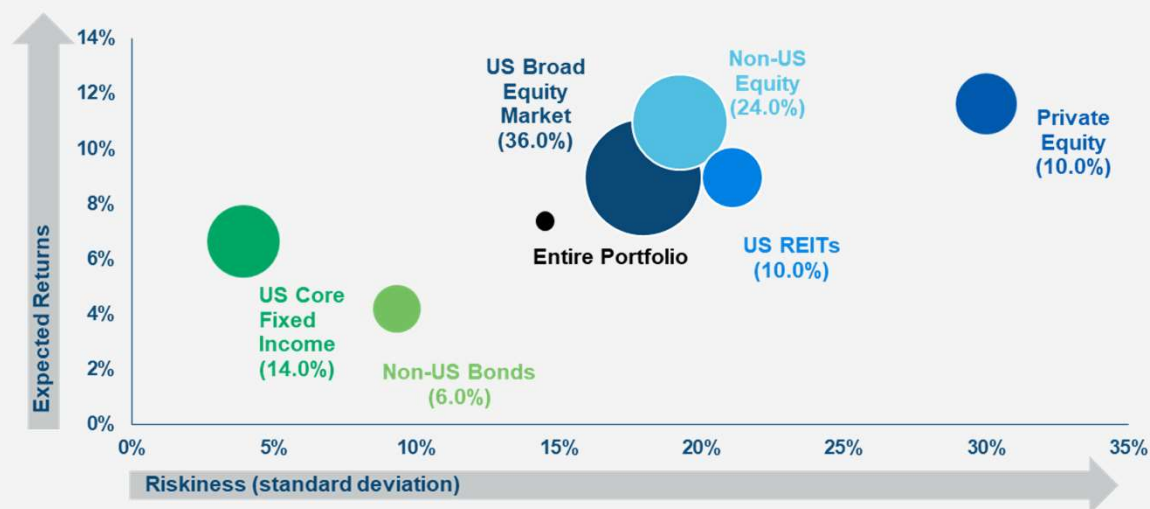
TOWN OF FAIRFIELD OPEB PLANS

# Interest Rate Assumption

Based on July 1, 2022 Valuations

## Asset Allocation

The interest rate assumption is based on the expected long-term return of the plan's investments. Using Milliman's June 30, 2022 Capital Market Assumptions, the target asset allocation has the following risk / return dimensions:



## Distribution of Expected Returns

In any given year, the plan's investment return can range from very high to very low. As we look at longer and longer periods, the high and low years balance out and the annualized return should converge to the 50th percentile, or median. Using Milliman's June 30, 2022 Capital Market Assumptions, the expected long-term annualized median return of the portfolio, without reflecting a margin for manager alpha, is 7.4%.



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TOWN OF FAIRFIELD OPEB PLANS

## Summary of Key Results – Police and Fire Plan

Based on July 1, 2022 Valuation

	2020 Valuation	2022 Valuation		
<b>Interest Rate</b>	7.00%	7.00%	7.00%	<b>6.90%</b>
<b>Health Assumptions</b>	Same as 2020	Same as 2020	<b>Updated</b>	<b>Updated</b>
Accrued Liability	\$81,006,704	\$88,882,018	\$88,511,566	\$89,480,136
Actuarial Value of Assets	25,850,971	35,943,436	35,943,436	35,943,436
Unfunded Accrued Liability	55,155,733	52,938,582	52,568,130	53,536,700
Funded Ratio	31.9%	40.4%	40.6%	40.2%
Amortization Period	21	19	19	19
Amortization Growth Rate	2.00%	2.00%	2.00%	2.00%
Past Service Cost	4,065,595	4,142,415	4,113,427	4,159,564
Total Normal Cost	1,605,372	1,771,688	1,871,514	1,916,729
Expected Employee Contributions	522,084	558,878	558,878	558,878
Expected Expenses	0	14,000	14,000	14,000
Net Normal Cost	1,083,288	1,226,810	1,326,636	1,371,851
Interest	310,577	375,846	380,804	381,668
<b>Actuarially Determined Contribution</b>	5,459,460	5,745,071	5,820,867	5,913,083
<b>For Fiscal Year</b>	<b>2021-22</b>	<b>2023-24</b>	<b>2023-24</b>	<b>2023-24</b>

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TOWN OF FAIRFIELD OPEB PLANS

## Summary of Key Results – Town Plan

Based on July 1, 2022 Valuation

	2020 Valuation	2022 Valuation		
<b>Interest Rate</b>	7.00%	7.00%	7.00%	<b>6.90%</b>
<b>Health Assumptions</b>	Same as 2020	Same as 2020	<b>Updated</b>	<b>Updated</b>
Accrued Liability	\$64,265,155	\$66,835,502	\$58,984,496	\$59,632,231
Actuarial Value of Assets	26,883,776	33,443,878	33,443,878	33,443,878
Unfunded Accrued Liability	37,381,379	33,391,624	25,540,618	26,188,353
Funded Ratio	41.8%	50.0%	56.7%	56.1%
Amortization Period	21	19	19	19
Amortization Growth Rate	2.00%	2.00%	2.00%	2.00%
Past Service Cost	2,755,426	2,612,876	1,998,539	2,034,719
Total Normal Cost	1,170,357	1,351,935	1,266,924	1,293,575
Expected Employee Contributions	33,740	0	0	0
Expected Expenses	0	13,100	13,100	13,100
Net Normal Cost	1,136,617	1,365,035	1,280,024	1,306,675
Interest	242,655	278,454	229,499	230,556
<b>Actuarially Determined Contribution</b>	4,134,698	4,256,365	3,508,062	3,571,950
<b>For Fiscal Year</b>	<b>2021-22</b>	<b>2023-24</b>	<b>2023-24</b>	<b>2023-24</b>

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# Thank you

**Jenn Castelhana**

[jenn.castelhano@milliman.com](mailto:jenn.castelhano@milliman.com)

# Town of Fairfield Pension Plans

**July 1, 2022 Valuations**

**Jennifer M. Castelhana, FSA**

MARCH 23, 2023

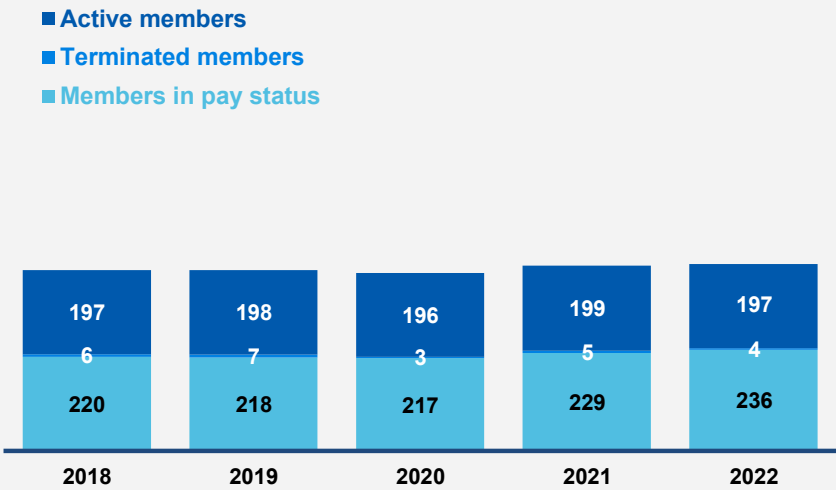


TOWN OF FAIRFIELD PENSION PLANS

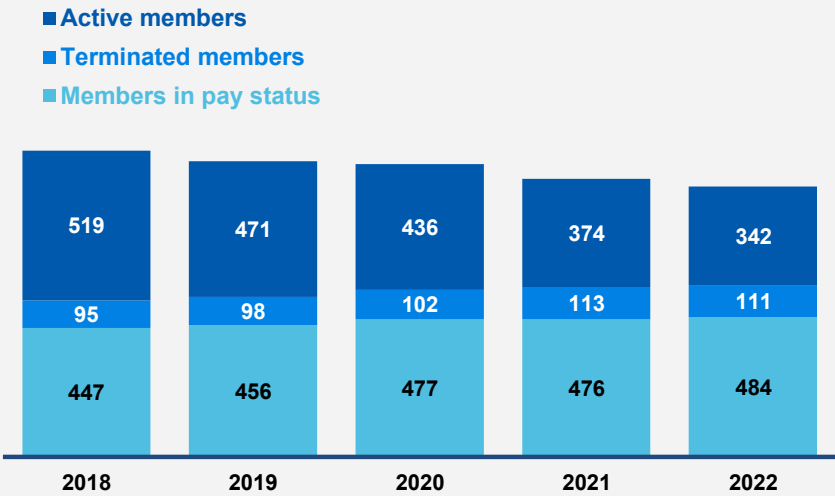
# Plan Population

Based on July 1, 2022 Valuations

## Police and Fire Plan Members



## Town Plan Members



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## TOWN OF FAIRFIELD PENSION PLANS

# Active Members

Based on July 1, 2022 Valuations

## Police and Fire Plan Members

Age	Service							Total
	0-4	5-9	10-14	15-19	20-24	25-29	30+	
< 25	3							3
25-29	18	1						19
30-34	15	16	4					35
35-39	4	7	7	4				22
40-44		5	5	6	5			21
45-49	2	2	1	6	16	5		32
50-54		1		8	15	11	3	38
55-59	1	2	1	4	4	4	3	19
60-64				1		1	2	4
65+		1					3	4
<b>Total</b>	<b>43</b>	<b>35</b>	<b>18</b>	<b>29</b>	<b>40</b>	<b>21</b>	<b>11</b>	<b>197</b>

## Town Plan Members

Age	Service							Total
	0-4	5-9	10-14	15-19	20-24	25-29	30+	
< 25								0
25-29								0
30-34		5	5					10
35-39		3	3	2				8
40-44		5	7	5				17
45-49		5	12	6	7			30
50-54	1	5	9	15	10	6	1	47
55-59		10	14	20	20	8	16	88
60-64		7	15	23	20	10	6	81
65+		6	6	14	18	6	11	61
<b>Total</b>	<b>1</b>	<b>46</b>	<b>71</b>	<b>85</b>	<b>75</b>	<b>30</b>	<b>34</b>	<b>342</b>

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TOWN OF FAIRFIELD PENSION PLANS

# Plan Assets

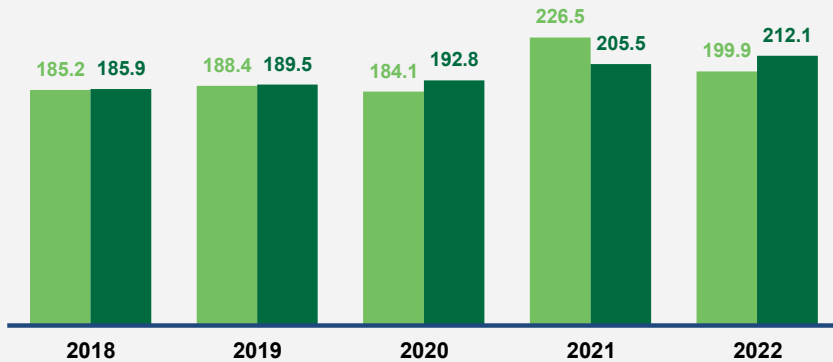
Based on July 1, 2022 Valuations

Actuarial value: market gains or losses are recognized gradually over 5 years.

Please note that the Actuarial Value currently exceeds the Market Value by \$12.2 million and \$13.8 million for the Police and Fire plan and Town plan, respectively. Recent investment losses will be gradually recognized in future years. This process will exert upward pressure on the Town's contribution, unless there are offsetting market gains.

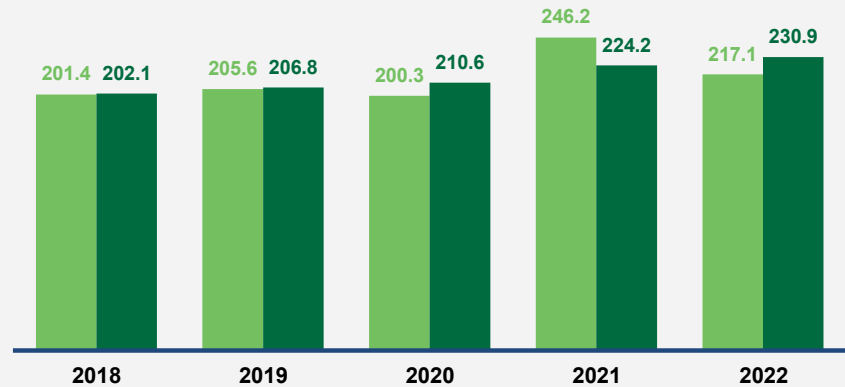
## Police and Fire Plan

- Market value (\$ millions)
- Actuarial value (\$ millions)



## Town Plan

- Market value (\$ millions)
- Actuarial value (\$ millions)



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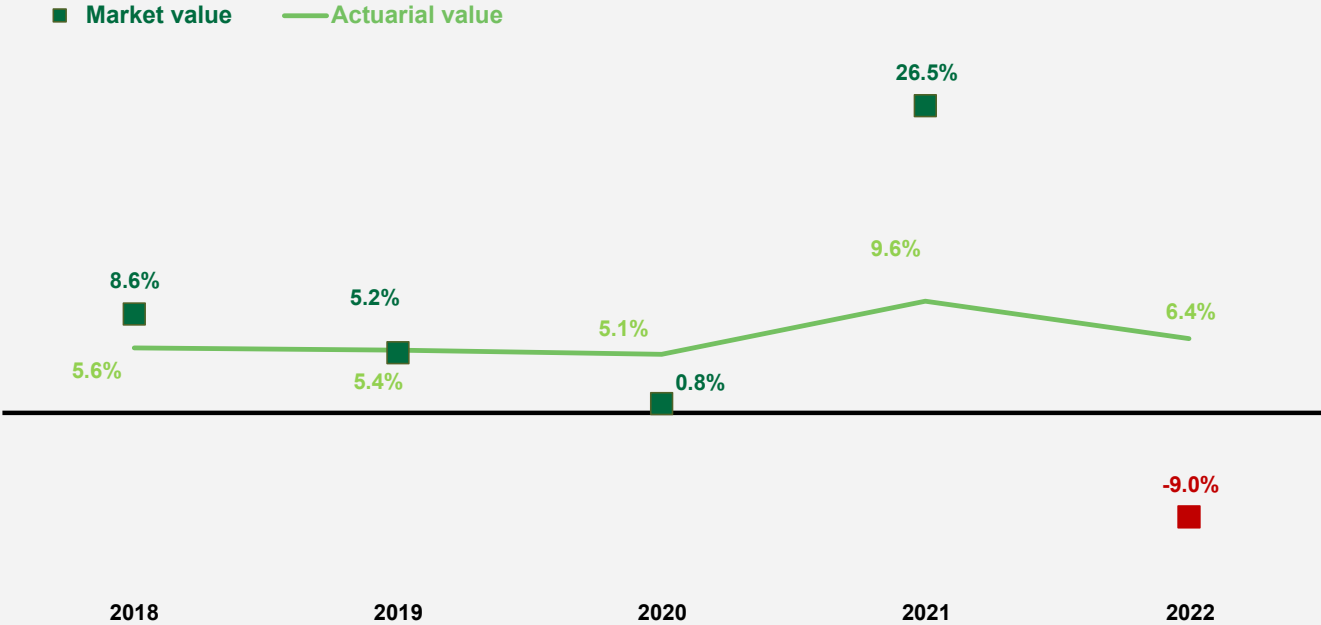
TOWN OF FAIRFIELD PENSION PLANS

# Investment Returns

Based on July 1, 2022 Valuations

Average return of both plans shown below.

The Actuarial Value is much more stable over time than is the Market Value.



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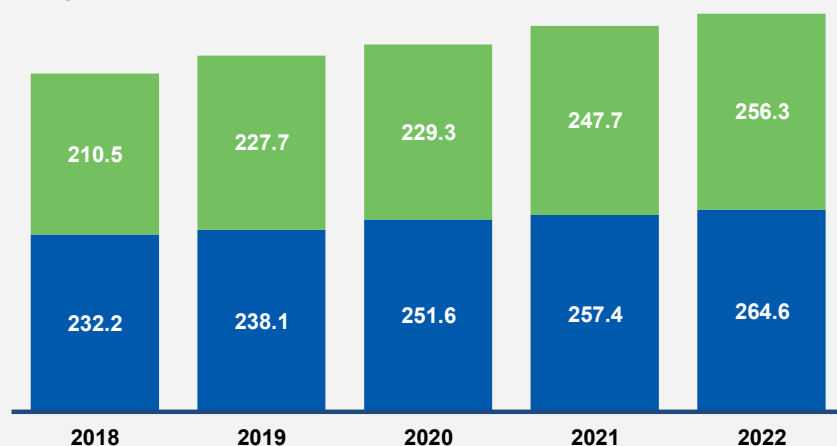
TOWN OF FAIRFIELD PENSION PLANS

# Funded Status

Based on July 1, 2022 Valuations

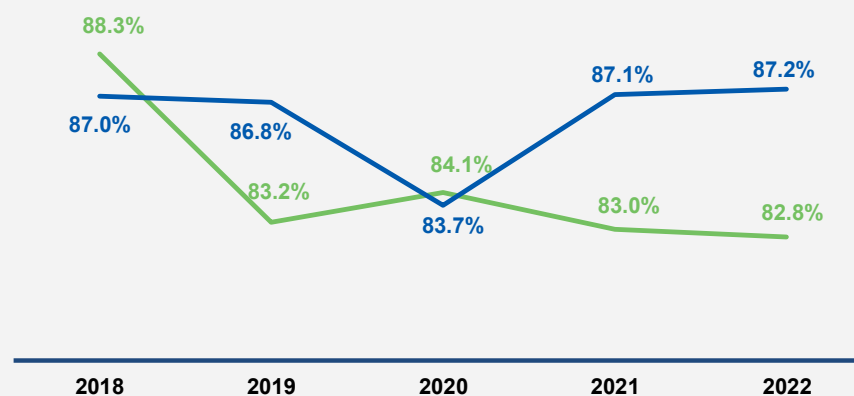
## Accrued Liability (\$ millions)

■ Police and Fire  
■ Town



## Funded Ratio

— Police and Fire  
— Town



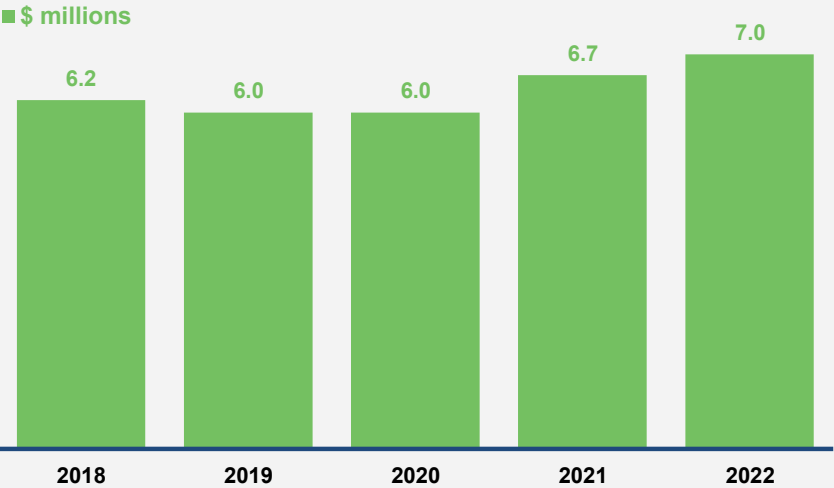
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TOWN OF FAIRFIELD PENSION PLANS

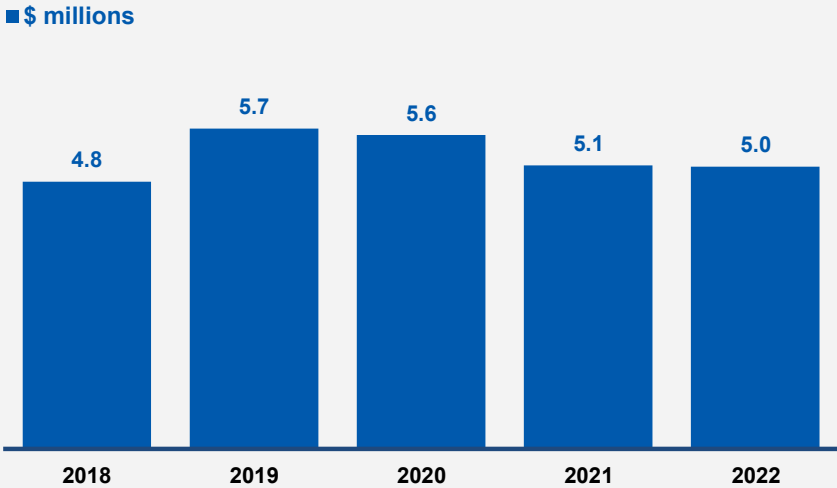
# Actuarially Determined Contribution

Based on July 1, 2022 Valuations

## Police and Fire Plan



## Town Plan



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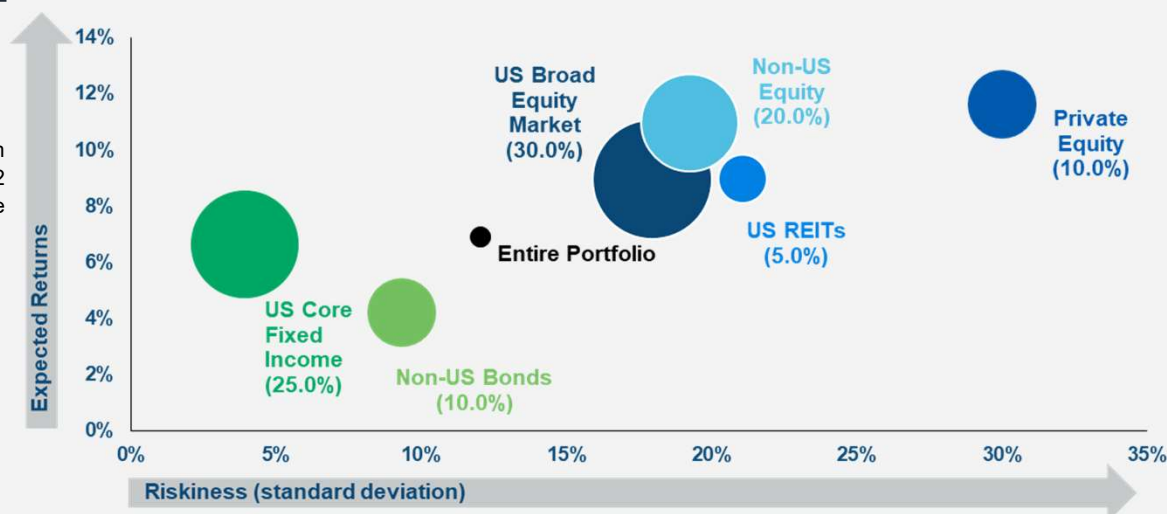
## TOWN OF FAIRFIELD PENSION PLANS

# Interest Rate Assumption

Based on July 1, 2022 Valuations

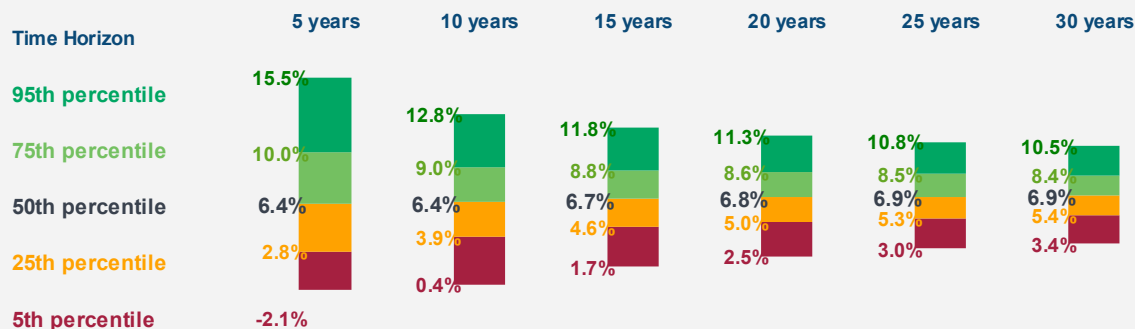
## Asset Allocation

The interest rate assumption is based on the expected long-term return of the plan's investments. Using Milliman's June 30, 2022 Capital Market Assumptions, the target asset allocation has the following risk / return dimensions:



## Distribution of Expected Returns

In any given year, the plan's investment return can range from very high to very low. As we look at longer and longer periods, the high and low years balance out and the annualized return should converge to the 50th percentile, or median. Using Milliman's June 30, 2022 Capital Market Assumptions, the expected long-term annualized median return of the portfolio, without reflecting a margin for manager alpha, is 6.9%.



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TOWN OF FAIRFIELD PENSION PLANS

## Summary of Key Results – Police and Fire Plan

Based on July 1, 2022 Valuations

	2021 Valuation	2022 Valuation
<b>Interest Rate</b>	6.90%	6.90%
Accrued Liability	\$247,659,025	\$256,254,285
Actuarial Value of Assets	205,522,514	212,060,028
Unfunded Accrued Liability	42,136,511	44,194,257
Funded Ratio	83.0%	82.8%
Amortization Period	20	19
Amortization Growth Rate	0.00%	0.00%
Past Service Cost	3,691,794	3,969,986
Total Normal Cost	3,348,776	3,450,039
Expected Employee Contributions	932,937	936,953
Expected Expenses	131,000	107,900
Net Normal Cost	2,546,839	2,620,986
Interest	430,466	454,777
<b>Actuarially Determined Contribution</b>	6,669,099	7,045,749
<b>For Fiscal Year</b>	<b>2022-23</b>	<b>2023-24</b>

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TOWN OF FAIRFIELD PENSION PLANS

## Summary of Key Results – Town Plan

Based on July 1, 2022 Valuations

	2021 Valuation	2022 Valuation
<b>Interest Rate</b>	6.90%	6.90%
Accrued Liability	\$257,402,368	\$264,639,667
Actuarial Value of Assets	224,154,848	230,876,714
Unfunded Accrued Liability	33,247,520	33,762,953
Funded Ratio	87.1%	87.2%
Amortization Period	20	19
Amortization Growth Rate	0.00%	0.00%
Past Service Cost	2,912,985	3,032,938
Total Normal Cost	2,606,274	2,441,769
Expected Employee Contributions	926,707	878,159
Expected Expenses	143,000	117,700
Net Normal Cost	1,822,567	1,681,310
Interest	326,753	325,283
<b>Actuarially Determined Contribution</b>	5,062,305	5,039,531
<b>For Fiscal Year</b>	<b>2022-23</b>	<b>2023-24</b>

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# Thank you

**Jenn Castelhana**

[jenn.castelhano@milliman.com](mailto:jenn.castelhano@milliman.com)

Yes, per the last audit:

	<u>Short-term</u>	<u>Long-term</u>	<u>Total</u>	
G/L(50%)	1,130,000	1,130,000	2,260,000	
W/C(25%/75%)	2,447,372	7,342,117	9,789,489	
Med.		-	-	
	<u>3,577,372</u>	<u>8,472,117</u>	<u>12,049,489</u>	

**Comparison of Salaries for FY24 (By Union)**

Apples to Apples					
Union	FY23(As Adopted)	FY23 (Adjusted)	FY24 (Proposed)	% Change	Notes
PETA	4,730,265	4,933,430	5,123,768	3.86%	FY24 budget includes two new positions in PETA equating to approximately \$176K.
THEA	5,760,716	6,037,590	6,190,022	2.52%	2.50% = Contractual Salary increase for FY24
DPW	4,240,031	4,554,913	4,686,041	2.88%	2.50% = Contractual Salary increase for FY24
POL	9,078,963	9,328,634	9,599,970	2.91%	2.75% = Contractual Salary increase for FY24. 2.91% includes addition of one new officer
FIRE	8,080,838	-	8,088,979	0.10%	Increase for fire department is held in contingency
NURS	1,542,182	1,652,670	1,709,653	3.45%	2.50% = Contractual Salary increase for FY24. Additional is due to addition of part-time nurse
DH	3,596,833	3,686,754	3,678,977	-0.21%	Salary increases held in contingency, as in piror years

JUSTIFICATION FOR PROPOSED STAFFING INCREASE FOR TWO PART-TIME POSITIONS

The attached documents indicate that both school Health Offices have experienced their highest average monthly visits in the past 10 years.

Projected visits for this year for School A are the highest for the last 10 years and are the second highest in the last 10 years for School B.

While all students use the Health Office for varying degrees of illness/injury acuity, the activity in these two offices is compounded by the necessity of the nurses' performance of the complex medical procedures for certain students which place excessive time demands on the nurse.

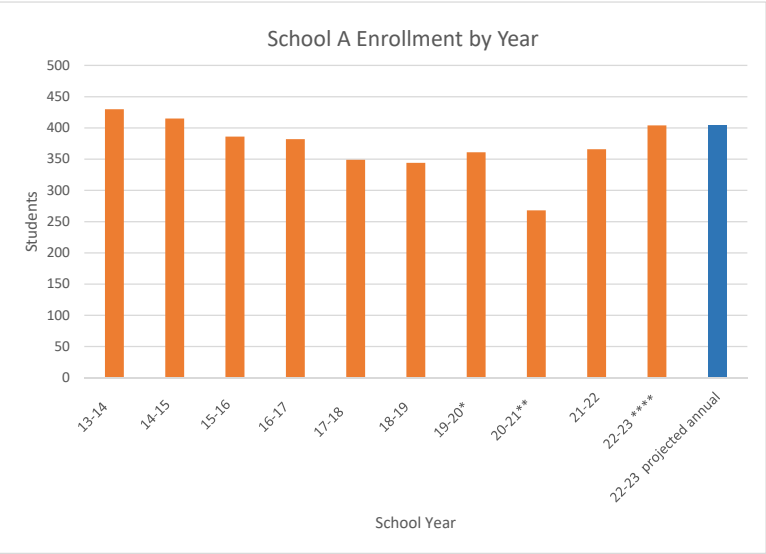
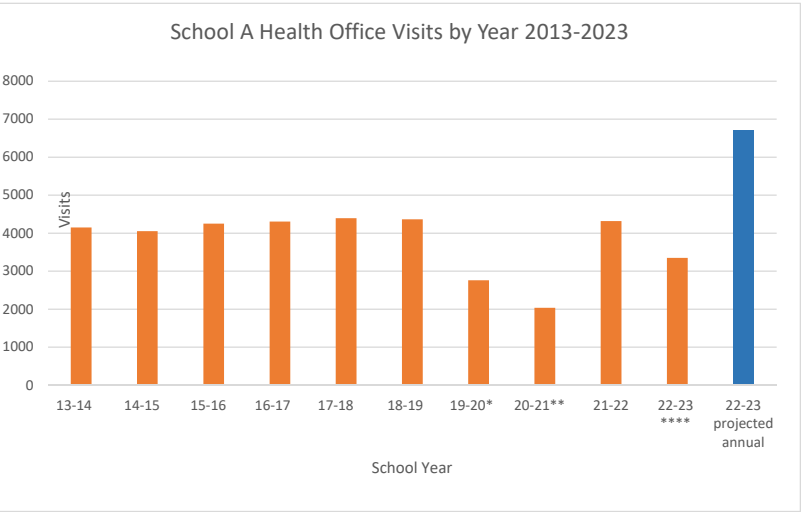
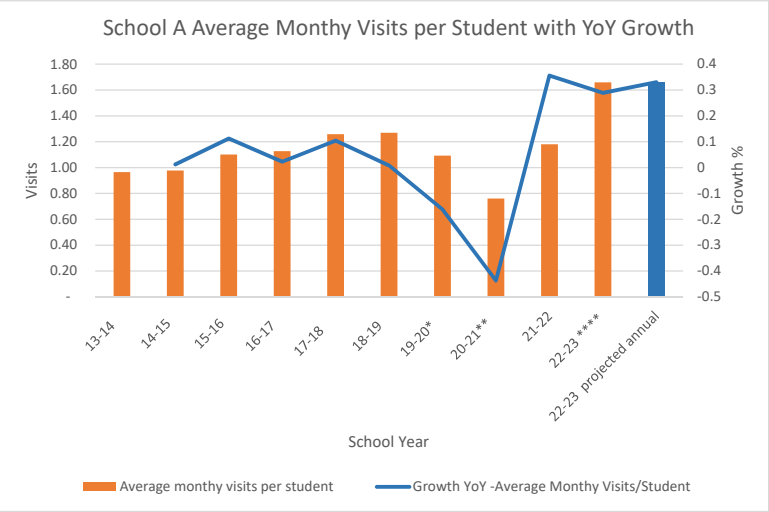
At present, School B needs to close the health office to other students twice a day for at least 15-20 minutes while the procedure is performed. A similar scenario is predicted for School A next year with the enrollment of a student with complex medical needs.

Given the age of these particular student, these concerns will continue to present themselves for the next several years at these schools.

In addition, FPS projections indicate an increase in enrollment over the next decade that exceeds 10% which may indicate higher utility of the School Health offices in general.

Having a second part-time staff member at these schools will ease the excessive burden on the office and will allow other students to access the Health office at all times during the school day.

JUSTIFICATION FOR PROPOSED STAFFING INCREASE FOR TWO PART-TIME SCHOOL NURSES



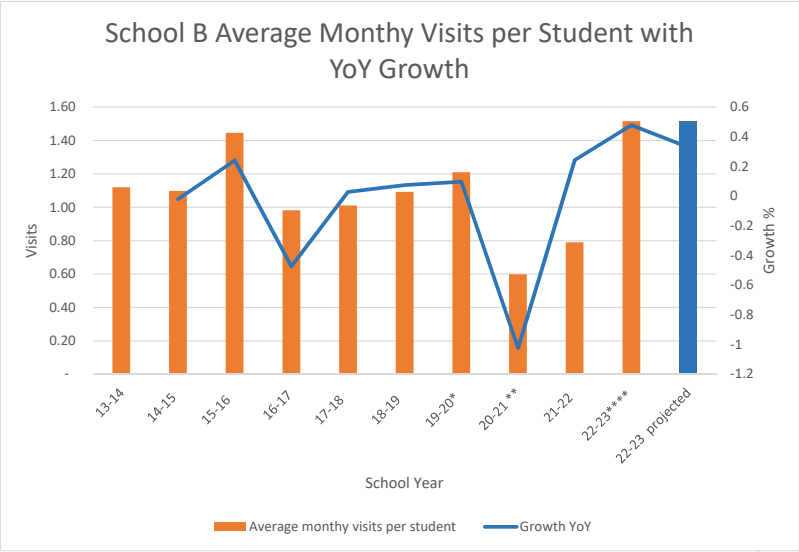
School A HEALTH OFFICE ACTIVITY										
	13-14	14-15	15-16	16-17	17-18	18-19	19-20*	20-21**	21-22	22-23 projected annual
School A Office visits	4152	4056	4252	4307	4393	4365	2761	2038	4319	6702
	13-14	14-15	15-16	16-17	17-18	18-19	19-20*	20-21**	21-22	22-23 projected annual
Enrollment	430	415	386	382	349	344	361	268	366	404
Months in year	10	10	10	10	10	10	7	10	10	10
Average monthly visits per student	0.97	0.98	1.10	1.13	1.26	1.27	1.09	0.76	1.18	1.66
Growth YoY -Average Monthly Visits/Student		1%	11%	2%	10%	1%	-16%	-44%	36%	33%

\* school closed in March

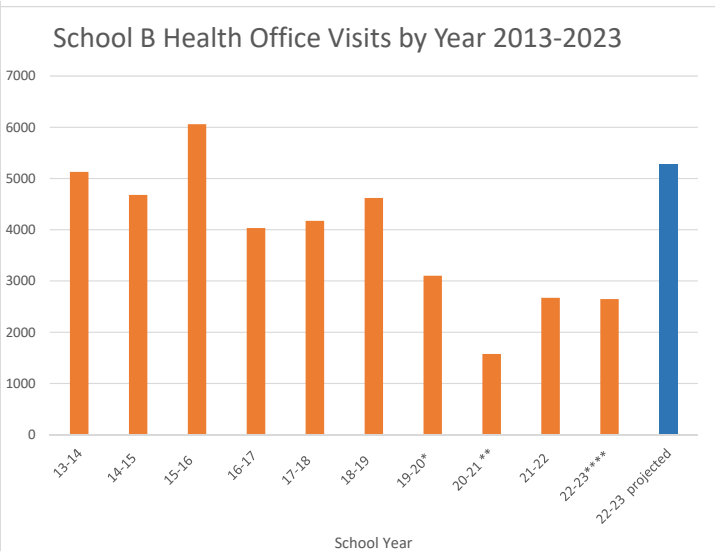
\*\*Hybrid year Sept- Feb

\*\*\*\* 8/22-1/23 only

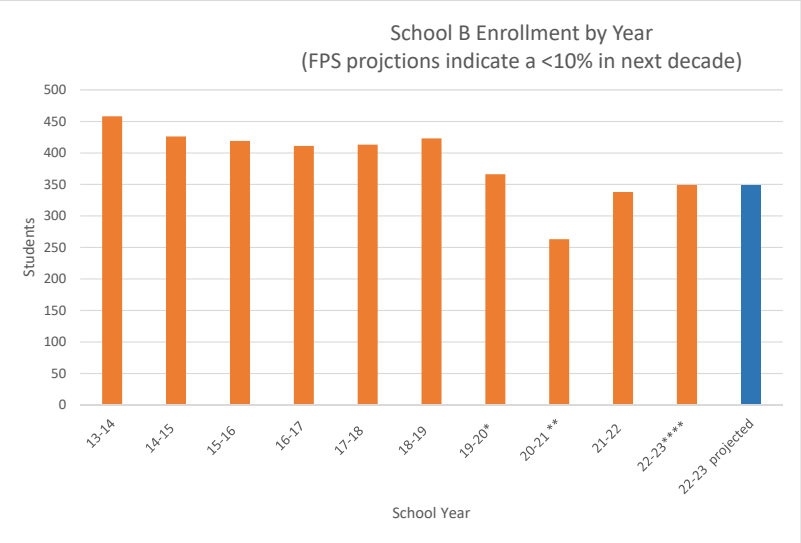
JUSTIFICATION FOR PROPOSED STAFFING INCREASE FOR TWO PART-TIME SCHOOL NURSES



\* school closed in March  
\*\*Hybrid year Sept- Feb  
\*\*\*\* 8/22-1/23 only



\*\*Hybrid year Sept- Feb  
\*\*\*\* 8/22-1/23 only



\* school closed in March  
\*\*Hybrid year Sept- Feb  
\*\*\*\* 8/22-1/23 only

SCHOOL B HEALTH OFFICE ACTIVITY											
	13-14	14-15	15-16	16-17	17-18	18-19	19-20*	20-21 **	21-22	22-23****	22-23 projected
School B	5129	4677	6057	4033	4172	4618	3100	1573	2671	2645	5290
	13-14	14-15	15-16	16-17	17-18	18-19	19-20*	20-21 **	21-22	22-23****	22-23 projected
Enrollment	458	426	419	411	413	423	366	263	338	349	349
Months in year	10	10	10	10	10	10	7	10	10	5	10
	13-14	14-15	15-16	16-17	17-18	18-19	19-20*	20-21 **	21-22	22-23****	22-23 projected
Average monthly visits per student	1.12	1.10	1.45	0.98	1.01	1.09	1.21	0.60	0.79	1.52	1.52
Growth YoY		-2%	24%	-47%	3%	7%	10%	-102%	24%	48%	33%

\* school closed in March  
\*\*Hybrid year Sept- Feb  
\*\*\*\* 8/22-1/23 only

**BUILDING DEPARTMENT IT**

	FY23	FY24
ICC Laserfiche	2000	2000
Bluebeam	2240	2240
NFPA Software	1000	1000
Training Software	1800	1800
Tablet/Other Electronics Replacement	3500	3500
Misc Subscriptions	1960	1960
	<hr/> 12500	<hr/> 12500

**ENGINEERING FEES AND PROS**

	FY23	FY24
Stormwater Testing and Monitoring	10,000	10,000
Annual Maintenance for Pavement Presc	5000	5000
Traffic Signal Minor Upgrades	20,000	20,000
Special Permit Fees, Soil and Density	3,000	3,000
Contractual Share of Metrocog	2,000	2,000
Traffic Signal analysis design revisions	5,400	5,000
	<b>45,400</b>	<b>45,000</b>



## **Magneri, Frank**

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**From:** Calabrese, Anthony  
**Sent:** Wednesday, March 15, 2023 11:32 AM  
**To:** Magneri, Frank; Schmitt, Jared  
**Cc:** Bertolone, Jackie  
**Subject:** BOF Follow up from 3/14 - Golf  
**Attachments:** Bob Bigonette\_Independent Contractor Agreement - Programs.pdf; Bob Bigonette P&L 2022.pdf; Bob Bigonette Golf Pro Contract 2021.pdf

Hi Frank,

The attached items are in response to the information requested by Jim Walsh at last night's BOF budget hearing.

Attached:

1. Golf Pro Contract from 2021 RFP
2. Golf Pro's P&L from 2022 (not sure this should be a public document)
3. Golf Pro's program contract for clinics and programs etc

I don't believe the point was made clearly about the Golf Pro's contract. It is customary for Clubs to allow the Golf Pro to subsidize their income through lessons, clinics, and pro shop sales without charging the Pro for resources like range balls, range space, carts, rent for the pro shop space etc. If we started charging for these items we would need to compensate the Pro with a much higher amount.

Please review and disseminate as appropriate.

Thank you.

Anthony R. Calabrese, MS, CPRP

Director of Parks and Recreation

Town of Fairfield

[www.fairfieldrecreation.com](http://www.fairfieldrecreation.com)

(203) 256-3191

[ACalabrese@fairfieldct.org](mailto:ACalabrese@fairfieldct.org)



## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (the “Agreement”) is made as of the 15<sup>th</sup> day of March 2023 by and between the **TOWN OF FAIRFIELD** (“Town”) and **Robert Bigonette** for itself and on behalf of its subsidiaries and affiliates (“Contractor”).

### **W I T N E S S E T H:**

**WHEREAS**, the Town desires to offer residents certain Summer Golf Programs provided in connection with its Park and Recreation programs; and

**WHEREAS**, Contractor has agreed to perform such services for the Town on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. **Services.**

- a) Contractor agrees to furnish those services as set forth on Exhibit A attached hereto (the “Services”) during such times and locations set forth on Exhibit B attached hereto. Contractor represents that its Services shall be provided in a first-class high quality and professional manner and that it has the background and expertise and personnel necessary to provide the Services for the Town.

2. **Responsibilities of the Town.** At the Town location, the Town shall:

- a) Provide a dedicated area reasonably acceptable to Contractor to perform the Services.
- b) Provide all reasonably necessary and required supplies and equipment required in connection with the performance of the Services set forth in Exhibit A. Any supplies and equipment furnished by the Town in the performance of the Services shall be returned to the Town upon the expiration or earlier termination of this Agreement.
- c) Designate a Parks and Recreation employee to serve as Contractor’s primary contact for communication with the Town.
- d) Cooperate with Contractor in all other respects to achieve the objectives of this Agreement.

3. **Compensation.**

- a) In consideration for Contractor's performance of the Services set forth on Exhibit A, the Town shall pay to Contractor those sums set forth on Exhibit C attached hereto and incorporated herein by reference.

4. **Term.**

- a) The Agreement shall be effective beginning June 19, 2023 and continuing through August 24, 2023 (the "Term"). Thereafter, this Agreement shall automatically renew for two (2) successive two (2) year renewal terms, under the same terms and conditions, unless earlier terminated as provided herein.
- b) Notwithstanding the foregoing, either the Town or Contractor shall have the right to terminate this Agreement by giving thirty (30) days prior written notice to the other. Upon expiration of said notice period, this Agreement shall be terminated and the parties shall have no further obligation hereunder, except Compensation obligations in Section 3, Insurance obligations in Section 6, and Indemnification obligations in Section 7, which survive the termination of this Agreement.
- c) Contractor may terminate this Agreement for monetary default, if the Town fails to pay Contractor any fee, expense, or other sum of money when due in accordance with the provisions of Section 3. Contractor will provide the Town with an opportunity to cure within ten (10) days of notice thereof. Should the Town fail to cure the breach within ten (10) days of any notice from Contractor, this Agreement will immediately terminate, and all Services provided to the Town hereunder will cease immediately.

5. **Independent Contractor.** Contractor, in performing the Services, is acting in the capacity of an independent contractor, and is not an agent, servant, partner, or employee of the Town. Contractor will have control over the performance of the Services and shall be solely responsible for payment of its federal and local taxes, salary for its employees, social security payments, subject to the Town's indemnification obligation set forth herein. None of the benefits provided by the Town to its employees, including, but not limited to, worker's compensation insurance, disability insurance, medical insurance, and employment insurance shall be provided by the Town to any of Contractor's employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the Town or to bind the Town in any way whatsoever.

6. **Insurance.** Contractor shall not provide Services until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town. Such insurance policies shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by Contractor in the performance of the services. Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium,

unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Town at least thirty (30) days prior to the expiration of the policy.

- a) Contractor, at its expense, shall maintain adequate insurance coverage for its activities in connection with this Agreement, which insurance shall be issued by an insurance carrier reasonably acceptable to the Town, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate (subject to Contractor's applicable deductible or self-insured retentions) with the Town named as an additional insured. The coverage provided shall insure Contractor and each employee thereof against any act, error or omission of Contractor and Contractor's employees. Contractor also shall provide worker's compensation insurance as may be required and consistent with state law and shall include a waiver of subrogation clause in favor of the Town.
- b) The Town, at its expense, shall carry a policy or policies of general liability insurance, issued by an insurance carrier reasonably acceptable to Contractor, with minimum coverage limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The insurance coverage provided shall insure the Town and each employee thereof against any act, error or omission of the Town and the Town's employees. The Town agrees to furnish to Contractor, prior to the effective date of this Agreement, written evidence of the maintenance and continued effectiveness of the insurance coverage required by this Section 6.

## 7. **Indemnification.**

- a) Contractor shall indemnify, defend, and hold the Town harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney's fees, arising out of the performance of the Services. Notwithstanding any other provision contained herein, Contractor and its employees, officers, directors, independent contractors, agents and representatives, shall not be liable to the Town for any consequential, incidental or special damages, whether in contract or in tort, including, but not limited to lost profits, economic loss or other losses by the Town arising out of, or in connection with, Contractor's obligations under this Agreement.
- b) To the extent permitted by Connecticut law, the Town shall indemnify, defend, and hold Contractor harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney's fees, solely arising out of the negligent acts or omissions of the Town's employees, agents and servants or maintenance of its facilities.

8. **Notices.** All notices, requests, demands, directions and other communications required or permitted under the provisions of this Agreement, or otherwise with respect hereto, shall be in writing and shall be: (i) mailed by first class registered or certified mail, return receipt requested, postage prepaid; or (ii) sent by next day business courier (such as Federal Express or the like); or (iii) personally delivered, as follows:

If to Contractor, to:

Robert Bigonette  
344 Lalley Boulevard  
Fairfield, CT 06824  
203.526.5935  
[HSRGOLFSHOP@gmail.com](mailto:HSRGOLFSHOP@gmail.com)

If to Town, to:

Fairfield Parks & Recreation Department  
75 Mill Plain Road  
Fairfield, CT 06824  
Attention: Anthony Calabrese

With a copy to:

Fairfield Town Attorney  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, CT 06824

Or to such other address(es) or to the attention of such other person(s) and officer(s) as the addressee of any such notice shall have previously furnished to the sender in writing. Each notice or communication which shall be transmitted in the manner described above shall be deemed sufficiently given, served, sent, or received for all purposes at such time as it is received by the addressee (with return receipt, delivery receipt being deemed conclusive evidence of such mailing, transmission or delivery), or at such time as delivery is refused by the addressee on presentation.

9. **Binding Effect: Assignment.** This Agreement shall inure to the benefit of and be legally binding on the parties hereto, their successors and assigns. Neither party shall assign this Agreement to another without the prior written consent of the other party to this Agreement.

10. **Waiver of Breach.** The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach hereunder. No waiver shall be valid unless in writing and signed by the party granting such waiver.

11. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior

written or oral agreements or understandings and any contemporaneous oral agreements or understanding, between them respecting the subject matter hereof. There are no representations, agreements, arrangements or understanding, oral or written, between and among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

12. **Amendment or Modification.** This Agreement shall not be waived, changed, modified, extended, or discharged except by an agreement in writing, signed by both parties hereto.

13. **Severability.** If any provision of the Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect, impair or invalidate the remaining provisions of this Agreement.

14. **Headings.** The heading used in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction, or limit the scope or intent, of any provision of this Agreement.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, or with counterpart signature pages, each of which shall be deemed an original, but all of which together constitute one and the same Agreement. Signatures delivered by facsimile, email, or other electronic means shall be deemed originals and shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signed in ink.

16. **No Rights in Third Parties.** Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any person other than the parties hereto.

17. **Governing Law.** This Agreement shall be construed and interpreted, and its validity shall be determined in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws provisions.

18. **Compliance with Family Educational Rights and Privacy Act.** Both parties agree to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA) and state law with regard to any personally identifiable information or education records with which Contractor comes into contact with. For the purpose of this Agreement, compliance with FERPA, 20 USC §1232g and 34 C.F.R., Part 99 (“FERPA”) means that Contractor agrees that it shall not disclose to any third party any personally identifiable information from an education record as defined by FERPA that Contractor, its agents, employees and/or assigns, creates or receives in the course of providing Services under this Agreement with regard to any participant without the prior consent of the participant’s parent or legal guardian. Contractor agrees that in the event it uses, creates, receives, or accesses personally identifiable information from town records, said use, creation, receipt, or access shall only be for the purposes of providing Services under this Agreement, and not for any other non-Town related purposes, including but not limited to, solicitation. Contractor agrees to return all Town records to the Town at the termination of this Agreement and to abide by all other Town policies with regard to education and/or medical records.

19. **Accounting Records.** Contractor agrees to keep the book of account and records of all

Services according to generally accepted accounting procedures. Contractor shall permit an inspection of books and records by the Park and Recreation Commission and/or their designee, as often as such inspection is deemed necessary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE IMMEDIATELY FOLLOWING]**

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the day and year first above written.

**TOWN OF FAIRFIELD**

By: \_\_\_\_\_  
Name: Gaylen Brown  
Title: Assistant Director of Parks & Recreation

**And**

By: \_\_\_\_\_  
Name: Anthony Calabrese  
Title: Director of Parks & Recreation

**[INDEPENDENT CONTRACTOR]**

By: \_\_\_\_\_  
Name:  
Title:



## **EXHIBIT A**

### **Description of Services:**

#### **JUNIOR GOLF ONE-WEEK CLINICS    Ages: 8 – 14**

The Pros of H. Smith Richardson Golf Course lead by PGA Professional, Bob Bigonette will give your kids an amazing Golf experience. Questions, [HSRGOLFSHOP@gmail.com](mailto:HSRGOLFSHOP@gmail.com) 203-255-7300    Clubs are recommended but the Pros have loaner clubs for those that do not have them.

- Drills and Skills at the Driving Range in the morning
- Play the Carl Dickman Par 3 Course after lunch
- Lunch included at the Club's Restaurant, Boca as well as bus transportation to the Carl Dickman Par 3 Course
- Parents will pick up their child at the Carl Dickman Par 3 Golf Course at the end of the day
- 4:1 PGA Member to student ratio    24 player max

Fee: \$485.00 (Registration begins Tuesday, May 2 at 9:00 AM. Online Registration Only.)  
Mondays – Thursdays, 9:30 AM – 3:30 PM    H. Smith Richardson Golf Range (rain dates are Fridays)

#### **HAPPY HOUR CLINICS – Ages 21+**

Presented in a fun and friendly atmosphere. Comes with a complimentary cocktail from Boca. For all skill levels. 8 player max.

Thursday Evenings, 5:30 – 7:00 PM    \$35.00 per night    H. Smith Richardson

### **Contractor Supplies and Equipment:**

Except for any equipment provided by the Town as set forth below, Contractor shall provide at its own expense all equipment necessary for the Services and shall be responsible for full payment of such equipment. All equipment, fixed and expendable, shall be maintained in good order and repair at the Contractor's sole cost, expense, and liability.

All proposed furnishings, fixtures, and temporary structures, including but not limited to storage racks, staging, etc., where supplied by the Contractor shall be subject to approval by the Parks & Recreation Department. No permanent fixtures or structures will be permitted without the Town's express written approval.

Plans and specifications for any proposed additional equipment or alterations to existing structure require review and approval by the Parks and Recreation Commission. Those approved must be installed/altered/and inspected per all building, fire, and other applicable codes.

Title to all equipment provided by the Contractor shall remain with the Contractor, and such equipment shall be removed by the Contractor within (10) calendar days of termination of this Agreement. Should any property remain on the premises after the ten day period, the Parks and Recreation Commission and/or their designee may deal with the same as though it had been abandoned, choosing either to take title to the property and/or charge all costs and expenses involved in its removal to the Contractor.

**Town Supplies and Equipment:**

NA

**EXHIBIT B****TIME AND LOCATION OF SERVICES**

H. SMITH RICHARDSON GOLF COURSE  
2425 MOREHOUSE HIGHWAY  
FAIRFIELD, CT 06824

CARL DICKMAN PAR 3  
70 OLD DAM RD  
FAIRFIELD, CT 06824

**JUNIOR GOLF ONE-WEEK CLINICS**

Mondays – Thursdays, 9:30 AM – 3:30 PM H. Smith Richardson Golf Range (rain dates are Fridays)

Dates	Activity #
June 19 – June 22	12172-01
June 26 – June 29	12172-02
July 10 – July 13	12172-04
July 17 – July 20	12172-05
July 24 – July 27	12172-06
July 31 – Aug 3	12172-07
Aug 7 – Aug 10	12172-08
Aug 14 - Aug 17	12172-09
Aug 21 – Aug 24	12172-10

**HAPPY HOUR CLINICS – Ages 21+**

Thursday Evenings, 5:30 – 7:00 PM H. Smith Richardson

**Full Swing**

July 6 13172-05	July 20 13172-07	Aug 3 13172-09	Aug 17 13172-11
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**Around the Green**

July 13 13172-06	July 27 13172-08	Aug 10 13172-10	Aug 24 13172-12
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**EXHIBIT C**  
**COMPENSATION**

Fairfield Parks & Recreation agrees to pay the rate of 75% of total registered participant fees and retains 25% of the total registered participant fees.

**JLE LLC**

Date: 1/11/2022

**Profit&Loss Statement**2022  
current year**Revenue**

Golf Shop Sales Revenue	\$	254,550.49
Salary	\$	156,560.00
Programs Revenue	\$	85,295.63
Returns and Allowances		-\$4,280.74

<b>Total Revenue &amp; Gains</b>		<b>\$492,125.38</b>
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**Expenses**

Cost of Goods Sold	\$208,273.80
Bank Fees	\$3,517.36
Camp Expenses	\$13,646.71
Insurance	\$6,120.70
Accounting/Payroll Expense	\$3,665.15
Office Supplies	\$2,460.80
Golf Fees	\$3,888.12
Golf Shop Fixtures	\$1,179.89
Taxes	\$16,988.42
Wages	\$99,883.25
Utilities/Telephone Expenses	\$6,788.57
Other Expenses	\$17,195.81

<b>Total Expenses</b>	<b>\$383,608.58</b>
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<b>Income before tax</b>	<b>\$108,516.80</b>
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Income tax expense	
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<b>Net Profit (Loss)</b>	<b>\$108,516.80</b>
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[Open an international business account.](#)


## **AGREEMENT**

This Agreement made by and between the **Town of Fairfield**, a municipal corporation of the State of Connecticut acting herein by its First Selectwoman, Brenda L. Kupchick, (hereinafter called the "Town") and Robert J. Bigonette with an address of 344 Lalley Boulevard, Fairfield, CT 06824 (hereinafter called the "Manager").

### **WITNESSETH**

**WHEREAS**, the Town and Manager wish to enter a written contract for the engagement of Manager, acting through its sole member ("Bigonette"), as the Manager of H. Smith Richardson and South Pine Creek golf courses, pro shop and the driving range and for the services of Bigonette as the golf professional for said facilities (hereinafter called the "Golf Facilities");

**WHEREAS**, it is the desire of Manager to provide various services, hereinafter described, to the residents of the Town and other users of the Town's Golf Facilities; and

**WHEREAS**, the parties desire to enter into this Agreement for the purpose of setting forth the various duties, responsibilities and expectations of the parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the Town and Manager agree as follows:

### **I. ENGAGEMENT**

The Town hereby engages Manager and Manager hereby accepts engagement as the manager for the Town's Golf Facilities upon the terms and conditions hereinafter set forth. Except as expressly provided herein, all of the obligations of the Manager will be performed by Bigonette and Bigonette will perform the obligations of the Golf Professional as set forth herein.

### **II. TERM**

The term of said engagement is for a period of three years commencing January 1, 2021, and terminating December 31, 2023, unless earlier terminated under the provisions of Section VII below. This Agreement may be extended with two (2) one (1) year optional renewal terms if the Manager satisfactorily meets performance standards in the first three years of the Agreement in the reasonable judgment of the Director of Parks and Recreation and the First Selectwoman.

### III. DUTIES AND RIGHTS OF THE MANAGER

3.01. In General. The Manager agrees to perform faithfully all of the duties of the Manager of the Town's Golf Facilities as set forth herein and to devote his full working time and energies to the performance of said duties as Manager at the Golf Facilities in accordance with the term of this Agreement or other reasonable written direction provided to the Manager by the Director of Parks and Recreation and the First Selectwoman during the term of this Agreement. The Manager shall report to the golf commission with respect to matters of policy and to the director of Parks and Recreation with respect to the day-to-day management of the Golf Facilities.

3.02. Adherence to Policy. The Manager shall be familiar with and shall implement and adhere to all written policies, procedures, rules and regulations of the Golf Commission as set forth in the Town of Fairfield Golf Courses Policy and Procedures Manual and Golf Commission Management Procedures Manual, as such manuals may be amended by the Golf Commission from time to time. The Town has provided copies of such manuals to Manager and will provide Manager written notice of any amendments thereto.

3.03. Performance Review & Evaluation. The Manager shall meet no less than twice during the golf season with the Director of Parks and Recreation for a review of the scope of activities that are part of this Agreement, the Town of Fairfield Golf Course Policy and Procedures Manual and the Golf Commission Management Procedures Manual. The purpose of these meetings will be to evaluate the degree of achievement of the duties and obligations of the Manager under this Agreement and all policy documents as described in Section 3.02. The Director of Parks and Recreation will notify Manager in writing of any deficiency in the performance of such duties and obligations.

3.04. Advisory Activities. The Manager shall respond reasonably to and cooperate with residents and users of the Golf Facilities, the Golf Commission, and the Director of Parks and Recreation. In addition to the duties outlined by the Golf Commission, the Manager is expected to render professional advice, opinions, assistance and services consistent with the terms of this Agreement as reasonably required from time to time for the proper management of the Golf Facilities. Manager shall participate on all committees established by the Golf Commission with the approval of the Parks and Recreation Director.

3.05. Relationship with Golf Commission: certain Town Employees. The Manager shall cooperate and work closely with the Golf Commission, the Director of Parks and Recreation and the Golf Superintendent on all matters relating to the operation of the Golf Facilities, however, as an independent contractor, the Manager shall have the right to exercise his independent professional judgment regarding such operations. Manager acknowledges that certain matters are within the sole responsibility of the Golf Superintendent as provided in Section 3.11. The Manager shall attend all regular and special meetings of the Golf Commission to the extent reasonably consistent with his other obligations and participate or interact with the Golf Commission as needed and requested. The Manager shall make recommendations to the Director of Parks and Recreation and the Human Resources Director of the Town with regard to the hiring and firing of starters, rangers, and cart staff at

H. Smith Richardson, cashiers at the Golf Facilities, reservations staff at the Par 3 Golf Course, and driving range staff. The Manager shall observe all rules and regulations established by the Human Resources Department of the Town in dealing with Town employees. The Manager shall oversee the Town Employees in the discharge of their duties.

3.06. Responsibility for Fees. The Manager shall supervise the collecting of all fees on behalf of the Town at the advertised rate set by the Town (including golf fees, season tickets, identification cards, reserved starting times, locker rentals, golf carts and driving range.) The Manager shall have full responsibility for all such fees and shall be responsible for depositing such amounts daily at local bank in an account of the Town of Fairfield as directed by the Town Fiscal Officer and shall make full reports of the same to the Golf Commission. Such reports shall clearly indicate the revenue from the various categories of fees, and shall be submitted to the Golf Commission on a monthly basis or more frequently if the Golf Commission so requires. All financial operations required to be undertaken by the Manager may be audited by the Town internal auditors at any time.

3.07. Budget Responsibilities. The Manager shall cooperate with the Director of Parks and Recreation and the Golf Superintendent to develop and present to the Golf Commission a detailed proposed annual budget. Such presentation shall be made in sufficient time to allow the Golf Commission to review such proposed budget and adopt a final proposed budget for review and approval by the Board of Selectmen, the Board of Finance and the Representative Town Meeting.

3.08. Golf Facilities Operations. The Manager shall keep the Golf Facilities open to the general public and actively provide all necessary supporting services whenever deemed appropriate for play by the Manager in its reasonable discretion and at other times. The Manager shall ensure that any tournaments held at the Golf Facilities are properly managed in accordance with local standards and do not unreasonably interfere with the use of the Golf Facilities by the public. The Manager shall post the hours of operation of both the Golf Facilities and the pro shop, which shall be at least concurrent. The Manager may choose to have the pro shop open at times when the Golf Facilities are closed, but at any time when the Golf Facilities are not open, the pro shop shall be staffed only by the Manager or his employees.

3.09. Responsibility for Driving Range. The Manager shall supervise the operation of the driving range and rental of practice balls in the area provided for that purpose. The Manager shall assign the staff necessary to properly service the area, supply range balls, baskets and ball retrieval equipment. Any equipment and Town Employees needed for the operation of the driving range, including range balls, basket and ball retrieval equipment, shall be paid for by the Town. Such responsibilities shall permit the Manager discretion in managing the driving range and allow Bigonette to perform lessons during times which do not interfere with its ability to properly manage the Golf Facilities of the Town. All revenues from such lessons shall be the sole property of the Manager, but not range ball revenue.



3.10. Additional Duties. The Manager agrees to accept such other duties as are consistent with the position of Manager and the provisions of this Agreement as the Director of Parks and Recreation with the prior approval of the First Selectwoman shall reasonably designate and provide to the Manager in writing.

3.11. Cooperation with the Golf Superintendent. The Manager will work cooperatively with the Town golf superintendent (the "Golf Superintendent"), notifying him of all golf activities, making recommendations for course improvements and notifying the Golf Superintendent of any maintenance deficiencies in the Golf Facilities or, if applicable, H. Smith Richardson Club House. Responsibility for maintenance and use of Golf Facility grounds, if applicable, H. Smith Richardson Club House, and recommendations for hiring and firing of grounds personnel and supervision of grounds personnel shall be solely that of the Golf Superintendent. Manager shall not be responsible for any breach or default under this Agreement arising from or relating to the failure of the Golf Superintendent to implement the reasonable recommendations of the Manager.

3.12. Work Schedule. During the golf season, which shall be determined annually by the Director of Parks and Recreation but shall be no shorter than from March 1 to December 15 of each year the Manager shall be present at the Golf Facilities when they are open, except for times when the Manager is permitted to be absent as hereafter provided in this Section

3.12. The Manager may take off four days in each month of the golf season (non-cumulative). Days off and additional absences required for participation in out-of-town professional golf tournaments require prior notice to the Director of Parks and Recreation, which shall be given not later than 10 days before the dates of absence. When the Manager is absent, the Assistant Golf Professional shall be present and available at the Golf Facilities. The Manager shall be responsible for the timely opening and closing of the Golf Facilities on a daily basis. Bigonette if he is at the Golf Facilities, or the assistant professional if he is not present, shall personally open and close H. Smith Richardson Golf Course.

3.13. Insurance. The Manager shall file annually with the Director of Parks and Recreation and the Town Risk Manager Certificates of Insurance for the following risks and amounts

1. Worker's Compensation Insurance covering all employees on Manager's payroll in the amount required by statute;
2. General Liability in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate including \$5,000 for medical expenses and \$300,000 for fire damage;
3. Automobile Liability, including non-owned vehicles, in the amount of \$1 000 000 per occurrence and \$2,000,000 aggregate;
4. Excess Liability in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate;
5. Property insurance sufficient to cover all personal property owned by, or in the possession, custody or control of, the Manager at the golf courses;

6. Employee fraud and dishonesty with coverage to include Joint Payee endorsement in favor of the Town or similar mechanism to provide coverage for theft of Town property or funds due to acts of the Manager or his employees. This coverage shall also include third party extension to provide coverage for the Town for theft of property belonging to visitors to the premises. Manager to either include his subcontractors on its crime policy or require them to provide their own crime policies with the same provisions.

The Town of Fairfield will be named as additional insured on the General Liability and Excess Liability coverages.

3.14. Indemnification. Manager shall defend, indemnify and hold harmless, the Town from any claim, suit, or proceeding, including one brought by the Town, arising out of the negligence of the Manager or of any agent or employee of the Manager relating to this Agreement. In no event will the Manager's obligation to indemnify as set forth in this Section 3.14 exceed the proceeds of insurance exceed the proceeds of insurance set forth above.

3.15 Fidelity Bond. The selected Golf Professional shall obtain and maintain throughout the term of the contract, a fidelity bond issued by an insurer licensed by the State of Connecticut in a form acceptable to the Town's Chief Fiscal Officer in an amount deemed sufficient by the Town's Chief Fiscal Officer to cover the cash that the Golf Professional and/or the staff will be handling on behalf of the Town. The Golf Professional shall deliver a copy of said bond prior to the execution of a contract with the Town.

3.15. Best Efforts Regarding Revenue and Expenses. Manager shall use his commercially reasonable best efforts to maximize all Golf Commission revenues and minimize all Golf Commission expenses, in accordance with this Agreement.

3.16. Pro shop and other Revenue Sources. The Manager shall have the right, exclusive to itself, acting through Bigonette, to operate the pro shop for the Golf Courses based on his experience as a PGA Certified Professional, and the Town shall not authorize or permit any other shop or operation on the Golf Courses or related facilities, which would be competitive with the Manager's pro shop during the term of this Agreement. At all times when the pro shop is open, the Manager or one of its employees or contractors shall oversee the operation of the Pro Shop in a manner 'satisfactory to the Director of Parks and Recreation. All sales revenue shall be exclusively the Manager's. The rules and charges for all pro shop events and raffles which the Manager desires to initiate shall be subject to approval by the Golf Commission, for club events, which shall not be unreasonably withheld. The Manager shall maintain a credit rating with suppliers and manufacturers and others so as not to discredit the reputation or name of the Town.

With respect to the pro shop:

1. It shall be the Manager's responsibility to feature an adequate inventory in Manager's reasonable discretion consisting of quality golf merchandise, obtain telephone service, maintain and staff said pro shop solely at his own cost, risk, and expense.

2. Manager may maintain and operate a golf club repair facility, and all revenue shall be exclusively the Manager's.
3. Manager may provide for the rental of pull carts and charge a fee therefor which shall be exclusively the Manager's.
4. The Manager shall not permit the premises to be used for any other purpose and, subject to the Town's performance of its obligations, shall maintain them in a sanitary and orderly condition in accordance with the standard of a quality facility. All Manager's employees or contractors shall be neatly dressed and clean in appearance. The Manager shall be permitted to place reasonable advertisements in the pro shop.
5. Upon one business days' notice, Manager shall permit during normal business hours and as often as may be deemed necessary, examination of all records with respect to all matters covered by the Agreement and will permit the Town's auditors or other authorized State and Federal officials to audit, inspect, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
6. Manager shall order all supplies for the operation of the golf course, i.e. score cards, pencils, tickets, paper, etc.(to be paid for by the Town).

With respect to other revenue sources:

1. The Manager shall have the exclusive right to all revenue from balls retrieved from all streams, ponds or any other watercourse located within the Golf Facilities boundaries.
2. Bigonette and his staff or contractors shall have the exclusive right to give golf lessons at the Town Golf Courses. Charges for such lessons shall be fixed by the Manager and will reflect Bigonette's reputation and experience plus a comparison of hourly charges for services in similar professions. All charges for such lessons shall be exclusively the Manager's.

3.17. Manager's Responsibilities as an Independent Contractor. The Manager shall take out an employer identification number with the Internal Revenue Service and shall comply with all tax laws applicable to the performance of its services under this Agreement, including but not limited to the reporting of fees received under this Agreement for management services and receipts from the operation of the pro shop, the rendering of golf lessons and from other concessions, the payment of all self-employment taxes, and compliance with all employment tax requirements for withholding on any employees employed by the Manager. The Manager acknowledges that he is aware that he is not a Town employee with respect to the services rendered under this Agreement and that the Town shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide other contributions or benefits (including retirement benefits) which might be expected in an employer-employee relationship.

#### IV. DUTIES OF THE TOWN

4.01. Setting of Fees. The Golf Commission will be responsible to approve all fees for play at the Golf Courses, but not for prices of merchandise offered by the Manager or his employees for merchandise available at the pro shop.

4.02. Tournaments. The Golf Commission shall use its best efforts to have all tournaments, organizers, and Town committees purchase prizes and gifts from the Manager.

4.03. Pro Shop Premises and Office Space. The Town shall furnish Manager, for his use and sole occupancy, all necessary facilities, properly maintained, for the operation of the golf shop as set forth in section 3.16, including but not limited to areas on the Town premises for a golf shop operation, golf club services, business office, club repair, and utilities. All utilities, except Manager's telephone, shall be paid for by the Town. The Manager shall supply proper furnishings and fixtures, except permanent built-ins. Permanent built-ins shall be the property of the Town. The Manager shall be responsible for all costs of renovating the pro shop area; provided that any renovations shall be at the discretion of the Manager, subject to Town approval.

4.04. Golf Carts. The Town shall pay to lease golf carts and pay all maintenance expense of golf carts, including maintenance contracts, utilities, and other items required to be done by the town under the lease agreement with the lessor, as well as to provide facilities to store them. The Town receives all revenues from golf cart rentals.

4.05. Driving Range. The Town shall furnish and maintain a driving range and all accessory equipment to properly run a driving range, except to the extent that the Manager is responsible for the driving range under Section 3.09 hereof.

4.06. Cooperation. The Golf Commission shall direct The Director of Parks and Recreation and the Golf Superintendent to cooperate and work closely with the Manager.

4.07. Indemnification. The Town shall defend, indemnify and hold harmless the Manager from and against all claims, suits and proceedings or damages arising out of or relating to injury to persons or property not caused by the negligence or willful misconduct of, or breach of this contract by, the Manager. With respect to the acts for which the Town is providing this indemnification, The Town will name the Manager as an additional insured.

#### V. EMPLOYEES AND COMPENSATION

5.01. Manager's Employees and Independent Contractors. The Manager may hire as its employees or independent contractors Assistant Professionals, who shall be PGA Certified Professionals or persons currently participating in the PGA certification process and personnel to staff the pro shop. Manager acknowledges that it is required to staff both of the Golf Facilities with cashiers, starters, rangers, range attendants and other positions and that its employees and independent contractors will fill these positions as and when necessary in Manager's determination. Manager shall choose its employees and independent



contractors and shall inform the Director of Parks and Recreation of their names. Manager shall have the sole right to hire fire and supervise all of its employees.

Manager shall bear sole responsibility for payment of compensation to its personnel and Subcontractors. Manager shall pay and report, for all personnel, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Manager. Manager shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such personnel may be entitled. Manager agrees to defend, indemnify and hold harmless The Town, The Town's officers, directors, employees and agents, from and against any claims, liabilities or expenses relating to such compensation, tax, insurance or benefit matters.

As neither Manager nor its personnel and independent contractors are Town employees, (1) The Town will not withhold FICA (Social Security) from Manager's payments; (2) The Town will not make state or federal insurance contributions on behalf of Manager or its personnel; (3) The Town will not withhold state and federal income tax from payment to Manager; (4) The Town will not make disability insurance contributions on behalf of Manager; and (5) The Town will not obtain workers' compensation insurance on behalf of Manager or its personnel.

#### 5.02. Manager's Compensation.

The Manager shall receive \$152,000.00 to be paid in four (4) equal installments [January 1, April 1, July 1 and October 1] from which Manager shall pay the compensation and any related employment or benefit expenses for himself and his employees and independent contractors. Manager shall provide the Director of Parks and Recreation a quarterly report, accompanied by cancelled checks, of the compensation and related amounts paid to himself and his employees and independent contractors from the funds provided by the Town. The amount provided to the Manager for compensation and related expenses in 2022 shall be increased \$156,560.00 and in 2023 to \$161,257.00 if the Manager has achieved the goals set forth in the Golf Management Procedures Manual in the judgment of the Director of Parks and Recreation with the concurrence of the Golf Commission, and the First Selectwoman approves such increase. If this Agreement is extended, the amount provided to the Manager for compensation and related expenses in 2024 shall be increased \$166,095.00 and in 2025 to \$171,072.00 if the Manager has achieved the goals set forth in the Golf Management Procedures Manual in the judgment of the Director of Parks and Recreation with the concurrence of the Golf Commission, and the First Selectwoman approves such increase.. In the event that an increase is approved, this Agreement shall be amended to reflect the approved amount.

#### 5.03. Benefits.

- A. Town shall provide playing/ cart privileges for Bigonette and his immediate family and Professional staff.
- B. Town shall pay for the cost of PGA national and sectional dues and membership for Bigonette and two assistant Professionals.

## **VI. OFF SEASON RESPONSIBILITIES**

During the period when the Golf Facilities are not open for play , as annually determined by the Director of Parks and Recreation during the term of this Agreement, it is anticipated that the Manager will not be required to be on site except as specifically requested by the Golf Commission or the Director of Parks and Recreation.

## **VII. TERMINATION**

This Agreement may be terminated upon the happening of any of the following events:

1. its normal expiration date;
2. by the Town on the death of Bigonette or physical disability with a duration of thirty (30) or more days;
3. by the Town following a material breach by Manager of any of Manager's duties or obligations under this Agreement if such material breach is not cured within fifteen ( 15) days of Manager's receipt of written notification of such default, except that no notice or cure period is required in the case of a misappropriation of Town funds;
4. any misappropriation of Town of Fairfield funds by Manager or any of its employees;
5. by the Manager following a material breach by the Town of any of the Town's obligations as set forth in this Agreement if such material breach is not cured within fifteen ( 15) days of the Town's receipt of written notification of such default;
6. at any time, for any reason upon mutual written agreement of the parties.

Manager agrees and understands that there is no right to renewal at the end of the term of this contract. As an independent contractor, Manager has no rights of Town employees and the failure to renew this Agreement shall not constitute a dismissal nor shall such failure to renew give any right to appeal under the provisions of the Town Charter. In the event that any such rights were found to exist, the execution of this contract by Manager shall constitute a waiver of any such rights under the aforesaid Charter or under any other applicable law.

If either party chooses not to renew this Agreement at the end of its term or to seek to terminate it by mutual agreement at the end of any calendar year, the party wishing to permanently terminate this Agreement shall notify the other party of its intentions not less than 120 days prior to termination.

## **VIII. ARBITRATION**

Any controversy or claim of which the aggrieved party gives notice to the other party within thirty days after such controversy or claim occurs arising out of or relating to this

Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The cost of the arbitrator shall be equally shared by the Manager and the Town. The arbitrator shall be bound by the provisions of the contract in making his determination and his determination shall be final and binding on both the Manager and the Town. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof.

#### **IX. NOTICE**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail, in the case of the Manager to the address set forth above, and in the case of the Town, to its principal office and shall be deemed effective upon (a) personal delivery, if delivered by hand, (b) three (3) days after the date of deposit in the mail, postage pre-paid, if mailed by certified or registered mail, Or (c) the next business day if sent by pre-paid overnight courier service. Either party may change the address or addresses to which notices are to be sent by giving notice of such change of address in the manner provided by this paragraph.

#### **X. CONSTRUCTION**

This Agreement shall be controlled by the laws of the State of Connecticut.

#### **XI. SEVERABILITY**

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or unenforceability of any other provision.

#### **XII. NO WAIVER**

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other provision.

#### **XIII. WAIVER OR MODIFICATION IN WRITING**

Any waiver, alteration or modification of any of the provisions of the Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and signed by the parties.

#### **XIV. NO CONFLICT**

Manager represents and warrants that Manager is not subject to any agreement, order, judgment or decree of any kind which would prevent Manager from entering into this Agreement or performing fully Manager's obligations hereunder.

**XV. NO ASSIGNMENT**

This Agreement and any rights herein granted are personal to the parties hereto and shall not be assigned, sublicensed, encumbered or otherwise transferred by either party without prior written consent of the party, and any attempt at assignment, sublicense, encumbrance or other transfer whether voluntary or by operation of law, shall be void and of no force and effect.

**XVI. ENTIRE AGREEMENT**

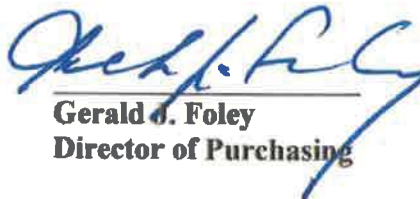
This Agreement contains the entire agreement between the parties with respect to Manager's management of the Golf Course and service as golf professional and supersedes and is in full substitution for any and all prior agreements or understandings, whether written or oral relating thereto.

In Witness Whereof, the parties hereto have executed this Agreement as of and on the 30th of November, 2020.

**Town of Fairfield**

By 

**Brenda L. Kupchick**  
**First Selectwoman**

  
**Gerald J. Foley**  
**Director of Purchasing**

  
**Robert J. Bigonette**





**FEES AND PROFESSIONAL SERVICES**

Universal Mailing & Printing Services	1,000	Printing Services for Pension, Health Ins, Etc.
HR - Professional Services As Needed	30,000	
CT Conference of Municipalities - Drug and Alcohol	12,600	Membership to Drug and Alcohol Consortium
Bridgeport Hospital - Employee Screenings	1,000	Employee Screenings
Biddle Consulting Group	3,400	Annual Software Renewal
Sterling Info Systems	5,000	Background Checks
Intech Health Ventures	12,000	ACA Reporting
	<hr/>	
	65,000	

**INFORMATION TECHNOLOGY**

	FY23	FY24	
NeoGov Online Applicant Software	12,500	12,500	Annual maintenance
Test Genius Skill & Testing Software	3,650	3,650	Annual maintenance
Power DMS	20,000	20,000	FY23 = Implementation. FY24 = Subscription + Training
	<hr/>	<hr/>	
	36,150	36,150	