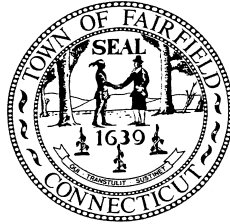


Town Ordinance 61-1 for 2021

[illegible]

****Repeat Offenders(within a 3-yr. period) are highlighted in yellow**

2022 ANNUAL REPORT



Affordable Housing Committee Town of Fairfield

Stephen Grathwohl, Chair
Cynthia Sammarco, Vice-Chair
Joanne Csonka
Helene Daly (resigned 11/12/21)
Sheila M. Dravis (resigned 4/7/21)
Gwynne Alperovich (appointed 11/15/21)
Carrie Makover
Heather Dubrosky
Nancy Lyons
Gretchen Goethner, Recording Secretary

January 2022

2022 ANNUAL REPORT

Affordable Housing Committee

The mission of the Affordable Housing Committee (AHC) is to promote a full range of housing choices for households of all incomes and ages in the Town of Fairfield.

Overview

During this past year, the Affordable Housing Committee began work on updating the Town's Affordable Housing Plan, last revised in 2014, to comply with the requirements of CGS 8-30j. Working with its planning consultant, Planimetrics, the Committee:

- Reviewed recent demographic trends and the Town's housing inventory to understand Fairfield's housing needs;
- Conducted a survey of Town residents on housing concerns, needs and potential housing strategies, to which 1,167 individuals responded;
- Examined the housing related provisions of the Town's Plan of Conservation & Development and Zoning Regulations as well as the impact of recent changes to State Statutes;
- Convened a joint workshop with the Town Plan & Zoning Commission on potential housing strategies;
- Discussed potential housing strategies that could be incorporated into an Affordable Housing Plan to be completed by the June 2022 deadline.

Additionally, the Affordable Housing Committee this past year:

- Approved allocations from the Housing Trust Fund to purchase #362, #385 and #409 Quincy Street within the "Parkview Commons" development as well as 244 Greenfield Street to facilitate the development of affordable housing.
- In partnership with Fairfield Senior Advocates and FairPlan, secured changes to the Town's Zoning Regulations to further the development of accessory apartment dwelling units (ADUs), which was unanimously approved by the Town Plan & Zoning Commission at its meeting of February 9, 2021.

<u>Key Statistical Data</u>	2000	2010	2021¹	% Chnge²
Population	57,340	59,404	61,740	3.9%
Average Household Size	2.61	2.69	2.8	
Median Household Income	\$83,512	\$106,767	\$139,122	30.3%
Median Sales Price of a SF Home	\$343,750	\$520,000	\$725,000	39.4%
Sales Price to Income Ratio	4.1	4.9	5.2	
Number of Residential Sales	795	605	934	54.4%
Number of Residential Sales < \$300,000	272	61	12	(80.3%)
% of Residential Sales < \$300,000	34.2%	10.1%	1.3%	
Total Number of Housing Units	21,029	21,648	22,160	2.3%
Percentage of Affordable Units (DECD) ³	2.71%	2.21%	2.57%	

¹ Data is mostly recently available from the Census/American Community Survey as the 2020 census data has not yet been released.

² This column measures the percentage change between 2021 and 2010.

³ In developing the Affordable Housing Appeals List, the Department of Economic & Community Development (DECD) counts only governmentally assisted housing, rental housing occupied by persons receiving rental assistance, housing financed by the CT Housing Finance Authority (CHFA) and deed-restricted properties. For a complete description of this program or to see how other towns rank in comparison to Fairfield, please see <https://portal.ct.gov/DOH/DOH/Programs/Affordable-Housing-Appeals-Listing>.

Moratorium Status

Dwelling Units per Census = 21,648	HUEP Required	Estimated HUEP	GAP
	433.0	363.5	69.5
Type of Development	Existing	In Progress	Total
Governmentally Assisted	108.50		108.50
Deed Restricted Ownership	44.50		44.50
Deed Restricted Rental	50.00		50.00
Set Aside Developments	104.50	272.75	377.25
Inclusionary Zoning Units	56.00	54.00	110.00
Total HUEP	363.5	326.75	690.25

“In Progress” includes projects either under construction or approved and that are expected to go forward. Projects that are in progress include two set aside developments (CGS 8-30g) under construction at 78 Unquowa Place and 528 Black Rock Turnpike. A 90-unit residential development at 333 Unquowa Road (The Anchorage) was completed this year under the Town’s inclusionary zoning regulation. Only units constructed or newly deed restricted after July 1990 can count toward a moratorium application, and only after a certificate of occupancy has been issued. Several provisions of the 2017 Public Act that amended CGS 8-30g are scheduled to sunset later this year, and the HUEP formula is expected to reset with the release of the 2020 census data.

Housing Trust Fund

The Housing Trust Fund was established by ordinance in March of 2018. As of December 31, 2021, the Housing Trust Fund had a balance of \$100,894. The Affordable Housing Committee approved disbursements from the Fund to purchase #362, #385 and #409 Quincy Street to further the redevelopment of Parkview Commons as well as funds to purchase 244 Greenfield Street. The Committee also approved an allocation of \$15,000 toward the cost of updating the Town’s Affordable Housing Plan as required by CGS 8-30j. Miscellaneous costs include the refund of a tenant’s security deposit as well as utility charges.

Balance as of 12/31/20		\$	561,756
	Income-Fees	\$	693,461
	Disbursements		
	362 Quincy Street	\$	300,140
	385 Quincy Street	\$	300,989
	409 Quincy Streert	\$	300,277
	244 Greenfield Street	\$	235,295
	AHP Plan	\$	15,000
	Miscellaneous	\$	2,622
Balance as of 12/31/21		\$	100,894

CGS 8-30g Moratorium Inventory
Draft-Subject to Review/Revision

Total # Dwelling Units (2010 Census)
 Housing Unit Equivalency Points (HUEP) @ 2% of Total Dwelling Units

21,648
 433

HUEP Estimated
 GAP

363.50
 69.46

Development/Property Address	Type of Development	Total # Units	# Market Rate	Type	Date TPZ Approval	Date C/O	Status	#80% AMI	#60% AMI	#40% AMI	3-BR	EST HUEP
Greenfield Commons	Government Assisted	10	0	Rental			COMP	10				10.00
15 Pine Tree Lane	Government Assisted	50	0	Rental	10/07/14	04/04/17	COMP	5	45			78.50
665, 711 Commerce Drive	Inclusionary	101	90	Rental		06/19/17	COMP	11				16.50
479 Westway	Inclusionary	16	14	Owner			COMP	2				2.00
Alto Fairfield	Inclusionary	160	144	Rental			COMP	16				24.00
333 Unquowa Road	Inclusionary	90	81	Rental			COMP	9				13.50
Parkview Commons	Owner Deed Restricted	22	0	Owner			COMP	22			22	27.50
Greenfield/Nordstrand	Owner Deed Restricted	14	0	Owner			COMP	6				6.00
Beaconview	Owner Deed Restricted	4	0	Owner			COMP	4				4.00
Granville	Owner Deed Restricted	4	0	Owner			COMP	4				4.00
Unquowa/Durrell Drive	Owner Deed Restricted	3	0	Owner			COMP	3				3.00
Jarvis Court	Government Assisted	8	0	Rental			COMP			8		20.00
18-20 Garden Drive	Rental Deed Restricted	2	0	Rental			COMP	2		2		5.00
141-149 Grasmere Avenue	Rental Deed Restricted	2	0	Rental		11/07/94	COMP			2		5.00
101-103 Sawyer Road	Rental Deed Restricted	2	0	Rental		11/03/03	COMP			2		5.00
31, 33 Soundview Avenue	Rental Deed Restricted	6	0	Rental			COMP			6		15.00
57 Treefoil Court	Rental Deed Restricted	2	0	Rental		10/02/00	COMP			2		5.00
1838 Black Rock Turnpike	Rental Deed Restricted	26	20	Rental			COMP	6				9.00
Durrell Drive	Rental Deed Restricted	4	0	Rental			COMP	4				6.00
130 Fairchild Avenue	Set Aside Developments (CGS 8-30g)	54	27	Rental	08/14/12	08/15/14	COMP	8	16	3		58.25
8 Bloomfield Drive	Set Aside Developments (CGS 8-30g)	9	6	Rental	03/08/16	11/17/17	COMP	1	2			7.00
1613, 1645 Black Rock Tnpke	Set Aside Developments (CGS 8-30g)	29	20	Rental	01/10/17		COMP	4	5			21.00
50 Campfield Drive	Set Aside Developments (CGS 8-30g)	12	8	Rental	07/10/12		COMP	2	2			9.00
1675 Post Road	Set Aside Developments (CGS 8-30g)	13	9	Rental	05/08/18		COMP	2	2			9.25
Totals		643	419					119	72	25	22	363.50

Solid Waste and Recycling Commission: 7 Regular Members, 4-year terms with a two-term limit. Appointed by Board of Selectmen, subject to RTM approval. The Department Director serves as an Ex-Officio without vote.

The Solid Waste and Recycling Commission shall direct and supervise the activities of the Solid Waste and Recycling Department implementing state and local mandated programs for the collection, disposal and recycling of garbage and other refuse. Policymaking responsibilities or general management supervision is also suggested.

The purpose of the Solid Waste and Recycling Commission is to prepare a Solid Waste and Recycling Plan and it shall amend said plan from time to time as required by provision of the Connecticut General Statutes. It shall review and recommend to the Representative Town Meeting proposals for local and regional solid waste and recycling. It may propose ordinances for adoption by the RTM and may adopt regulations for the disposal of solid waste and recycling of recyclable materials. Such regulations shall be adopted in accordance with the requirements of the Charter of the Town of Fairfield and, if applicable, the General Statutes of the State of Connecticut. It shall review and recommend to the Board of Selectmen, Board of Finance and to the RTM an annual budget for operations of the Solid Waste and Recycling Department.

Seat	Name	Party	Term Start	Term End
1	Andrew C. Becker	R	11/20	11/24
2	Michael Pacewicz	R	11/20	11/24
3	Hugh F. Dolan	R	11/20	11/24
4	Mary S. Beyer	D	11/18	11/22
5	Timothy W. Bezler	D	11/18	11/22
6	VACANT		11/18	11/22
7	Joseph R. Pagnozzi	R	11/19	11/23

Full	
Party	Count
Democrats	2
Republicans	4
Unaffiliated	0
Vacancies	1
Total Full	7

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #205)
Date: Monday, December 6, 2021 5:17:23 PM

Boards and Commissions Interest Form

Record #205 submitted from IP address 24.184.95.99 on 12/6/2021 5:17 PM

[View form](#)

ID	205
First Name	Kirstin
Last Name	Etela
Street Address	90 South Pine Creek Road
Zip Code	06824
Email Address	kmetela@gmail.com
Cell Phone	203-343-3654
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Democratic Party
Board or Commission	Solid Waste & Recycling Commission
Read the Boards Role	Yes
How You Learned About the Position	Through First Selectman's weekly email
Who You Have Spoken To	

Explanation of Interest and Contribution	I want to be more involved in the community, and this topic is one I know about due to my profession and my personal interest in the issues of responsible waste management
Resume or Bio	Kirstin Etela CV 10-19-2021.pdf
Additional Comments	

[Manage](#)

KIRSTIN M. ETELA

Fairfield, CT | (203) 343-3654 | kmetela@gmail.com | [linkedin.com/in/kirstinetela](https://www.linkedin.com/in/kirstinetela)

SUMMARY

Accomplished general counsel and business professional with strengths in litigation, risk mitigation, M&A, compliance and complex problem solving. Significant experience in commercial, corporate compliance, environmental and regulatory law, product liability and employment litigation, real estate, and mergers and acquisitions. Highly motivated self-starter with strong problem-solving, analytical, project-management, and negotiating skills. Qualifications and achievements include:

- **EHS Compliance and Litigation.** Significant experience developing and managing compliance, enforcement defense strategies and defending citizen suits under numerous provisions of the Clean Air Act, Clean Water Act, CERCLA, EPCRA, OSHA, RCRA, TSCA, and state and foreign jurisdiction analogs.
- **Restructuring.** Responsible for resolving unliquidated claims against the bankruptcy estate after a successful chapter 11 restructuring, including product liability, environmental, personal injury, employment and commercial claims. Settled claims for de minimis amounts or got them withdrawn, and continued to successfully assert the discharge against new claims for product liability, personal injury and legacy environmental remediation orders.
- **Mergers & Acquisitions.** M&A team member responsible for the delivering >\$3 billion in shareholder value through the successful negotiation and divestiture of the AO/UV, Consumer, and Crop Protection businesses and the merger of Chemtura with LANXESS Deutschland GmbH, a wholly owned subsidiary of LANXESS AG. Responsible for structuring regulatory strategies to facilitate deals and mitigate liabilities associated with environmental, health and safety, regulatory and litigation risks.
- **Leadership Effectiveness.** Formed and led a multi-disciplinary teams to develop and implement environmental compliance audit protocols, data privacy policies, export control compliance program, third-party due diligence program, contract management, record retention, cybersecurity and risk mitigation programs. Executive sponsor responsible for design and implementation of legal budget and contract management systems.
- **Corporate Compliance.** Developed and implemented the compliance function and served as first compliance officer for a public company, including a compliance line call categorization and investigation protocol. Investigated incidents across the globe of alleged noncompliance with the Business Code of Conduct and law. Reported quarterly to the Audit Committee of the Board of Directors.
- **Risk Management.** Structured deals to dispose of real property and/or related remediation liability culminating in ~\$20M in cash and reversal of environmental reserves. Developed, implemented and managed crisis management protocols for two public companies.

PROFESSIONAL EXPERIENCE - LEGAL

TRADEBE ENVIRONMENTAL SERVICES, LLC. | Meriden, CT

October 2020 to Present

US General Counsel

Environmental services and hazardous waste management company serving all industries throughout the United States, with revenue of ~\$400 million, ~850 employees; global headquarters in Barcelona, Spain with global revenue of ~\$1 billion and 2500 employees providing services throughout Europe.

- Lead legal services team and environmental, health and safety compliance organization;
- Implemented contract management system and developed template agreements to reduce risk, improve transparency and maximize business opportunities;
- Significant public relations, lobbying and crisis management projects underway;
- Multiple air, waste and water permit renewals currently being negotiated with environmental justice and compliance challenges in play;
- Managing several complex commercial litigations;
- Developed and implemented debt collection policy that has significantly increased collections and reduced days to pay.

FACTSET RESEARCH SYSTEMS INC. | Norwalk, CT

May 2018 to October 2020

Senior Vice President, Assistant General Counsel, Chief Compliance Officer

Global financial data and analytics software company serving the banking and investment communities. Listed on NYSE and NASDAQ with worldwide revenue of \$1.22 billion, ~9600 employees (2017)

Building a complete, robust, global corporate compliance function including gap analysis, policy development and implementation, training, risk assessment, auditing, reporting and remediation.

- Leading cross-functional project to design and implement a contract lifecycle management system to improve legal efficiencies, sales responsiveness and revenue recognition across all products and services.
- Developed cross-functional partnerships to upgrade information security, ESG policies and programs, HR policies, and SOX-compliant ethics hotline to comply with evolving legal and client requirements.
- Direct risk mitigation and litigation strategies associated with M&A agreements and acquisition integration.
- Counsel on drafting and compliance with contracts regarding intellectual property, anti-trust, cybersecurity and data privacy aspects.
- Counsel engineering on patentability and potential intellectual property infringement risks of emerging technologies and code.
- Updated and implemented new on-line and live compliance training to focus on current topics and new legal requirements including data privacy, harassment, and cybersecurity.
- Implemented global data privacy protection program.
- Partnered with CFO to negotiate and paper amended multi-million-dollar revolving credit facility.
- Attend Audit and Comp and Benefits Committees of the Board of Directors; proposed, presented, and achieved affirmative vote on revised charters to reflect requirements with SOX, NASDAQ and NYSE requirements.
- Member and active participant of Enterprise Risk Committee, Information Security Risk Committee.
- Manage Litigation and HR attorneys on staff and direct legal oversight and strategy of all employment, labor, benefits, OFCCP audits, and litigation matters.

LANXESS SOLUTIONS US INC. | Middlebury, CT

May 2017 to December 2017

Associate General Counsel

Global developer, manufacturer and marketer of chemical intermediates, additives, specialty chemicals and plastics, based in Cologne, Germany. Listed on the Frankfurt Stock Exchange, with worldwide revenue of EUR 7.7B prior to the acquisition of Chemtura, 19,000 employees (2017).

- North America responsibility for Litigation, Environmental, Health, Safety and Security Law, Regulatory Affairs and Real Estate and commercial counsel for LANXESS Sybron Liquid Purification Technologies.
- Negotiated and drafted commercial agreements including supply, intellectual property licensing, and debt management.
- Member of M&A team responsible for negotiating the acquisition of US targets for North American expansion strategy.
- Assisted with the successful integration of the Chemtura legal function.

CHEMTURA CORPORATION | Middlebury, CT

April 2011 to April 2017

Associate General Counsel

Global developer, manufacturer, a marketer of industrial specialty chemicals, based in Philadelphia, PA. Was a NYSE-listed company before being acquired by Lanxess AG of Germany in 2017. Worldwide revenue upon joining \$3B, strategically managed to \$1.6 after restructuring, 2500 employees (2016).

- Global responsibility for all Litigation, Environmental, Health, Safety and Security Law, Regulatory Affairs and Real Estate of a \$2 billion specialty chemicals public company.
- Litigated complex litigation including intellectual property, marine casualty, product liability, breach of contract, employment matters and environmental and regulatory enforcement actions.
- Strategized with remediation team, successfully negotiated, and implemented an incremental approach to residential vapor-intrusion issue, managing communications through a local public relations company, avoiding citizen suits, penalties and fines for non-compliance, and achieving significant cost savings.
- Conceptualized and led a global effort to address the transfer of thousands of product registrations in the sale of Chemtura's crop protection business and devised and implemented a strategy to deliver a contractually required percentage of the product registrations upon closing.
- Avoided or mitigated penalties and prevented litigation by directing internal investigation, compliance review, litigation strategy and national media communications for chemical release incidents and whistleblower allegations of noncompliance with environmental law.
- Developed, implemented and managed a corporate-wide export control compliance program, including categorization of all products in accordance with US and EU control regulations, published a compliance manual, and managed day-to-day oversight of transactions to ensure compliance with global export control requirements.

ROBINSON & COLE LLP | Stamford, CT

Summer 2003, 2004 to April 2011

Senior Associate, Environmental and Utilities Practice Group

Am Law 200 firm serving regional, national, and international clients from nine offices throughout the Northeast, Florida, and California.

- Conceptualized and negotiated with EPA a novel application of PCB cleanup rules at a complex legacy remediation site, saving the client millions in remediation costs.
- Substantive knowledge and experience with all major federal environmental, health and safety statutes and regulations, several state requirements, and the European Union's Registration, Evaluation, Authorization and Restriction of Chemicals regulation.
- Performed due diligence, identified environmental liability risks, and negotiated appropriate contractual protections on acquisitions, divestitures, and joint ventures.
- One-year secondment with chemical manufacturing client and three-year secondment with Fortune 500 pharmaceutical client.
- Member of the firm's Professional Development Committee, designed several educational programs on business development and professional ethics.
- As a summer associate, worked on matters involving many areas of law including bankruptcy, corporate, employment, energy, environmental, general litigation, insurance, land use and real estate.

PROFESSIONAL EXPERIENCE - BUSINESS

Buyer and sales manager for national retail chains and brands

1994 to 2001

Managed the purchasing, marketing, sales and profitability of ~\$20 to ~\$60 million fashion and seasonal accessories businesses in over 70 stores for two national retail chains, Lord & Taylor and Macy's, and a leading fashion accessory brand, Echo Design Group. Achieved buyer promotion at Lord & Taylor within two years.

EDUCATION AND AWARDS

Pace University Law School	London School of Economics and Political Science	Tulane University
Juris Doctorate, Certificate in Environmental Law, <i>Magna cum laude</i> , 2004	Graduate Diploma in Business, <i>Distinction</i> , 1993	BA, History and Sociology <i>Magna cum laude</i> , 1991
Pace Environmental Law Review, Managing Editor	Masters of Science, Social Behavior, 1992	Graduated from a four-year program in three years.
Pace Environmental Law Clinic	Judge Barrington D. Parker, Jr., Second Circuit Court of Appeals	White House Council on Environmental Quality, Executive Office of the President
Pace Law School, Legal Intern, 2003-2004	Legal Externship, Spring 2003	Legal Intern, Summer 2002

Admitted to the Connecticut and New York bars and the U.S. District Court, District of Connecticut.

Connecticut Super Lawyers Rising Star list in Environmental Law, 2009, 2010

White Plains Bar Association Isaac Rubin Outstanding Clinical Student Award

White Plains Bar Association Bohn Vergari Public Service Law Student Award for Environmental Law

COMMUNITY INVOLVEMENT

Member, Board of Directors, Personnel Committee Chair, Susan B. Anthony Project, September 2017 to present

Member, Advisory Council, Susan B. Anthony Project, November 2016 to September 2017

Chair July 2010-March 2012, Fairfield First Selectman's Bicycle and Pedestrian Advisory Committee

Co-Founder, Fairfield Bike Walk Coalition



Town of Fairfield

H. James Haselkamp
Director of Human Resources

725 Old Post Road
Fairfield, CT 06824

Memorandum

To: RTM members
Fr: H. James Haselkamp, Jr. Dir of HR
Attorney David Zabel
Re: Funding Request for a successor collective bargaining agreement between the Town of Fairfield and the Communication Workers of America
Dt: February 15, 2022

We are respectfully requesting the RTM approve funding for a four-year successor collective bargaining agreement between the Town of Fairfield and the Communication Workers of America, July 1, 2019 – June 30, 2023.

By way of background, the contract negotiations were delayed and complicated by the pandemic and the challenges associated with the merger of the Westport and Fairfield dispatch operations. The disparity in salaries and benefits between the organizations created unique challenges in fashioning an agreement that attempts to satisfy all interested parties. We believe that attached redline agreement represents a fair settlement and finalizes the merger of the two operations.

Summary of Financial Terms:

Wages (Section 21.01): July 1, 2019 – 2% (retroactive)

July 1, 2020 – 2% (retroactive)

July 1, 2021 – 2% (retroactive)

July 1, 2022 – 2.25%

Bonus (see attached MOU) \$2,000 per member employed as January 2, 2022.

Effective January 1, 2022, modified step system to accommodate Westport salary differential.

Shift Differential (Section 21.02):

Currently \$.75 per hour (evenings), and \$1.50 (midnights)

Effective 1/1/2022, \$1.00 per hour (evening) and \$1.75 (midnights)

Effective 7/1/2022, \$1.25 per hour (evening) and \$2.00 (midnights)

1 (OVER)

Longevity (Section 21.03):

\$100 increase for each category

Employee Health Care Contributions (Section 10.04):

Currently employees pay 13.5% of premium

Upon ratification, 14% of premium

Effective 7/1/2022, increased to 15% of premium

We respectfully request approval of the funding for the proposed successor collective bargaining agreement (see attached relined version) and look forward to answering your questions in this regard. We also request that while the explanation of the proposed agreement can be in open session, questions regarding the strategy or negotiations that resulted in the proposed agreement should be held in executive session.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF FAIRFIELD

AND

COMMUNICATIONS WORKERS -OF AMERICA

JULY 1, 20194 TO JUNE 30, 202349

AGREEMENT BY AND BETWEEN
THE TOWN OF FAIRFIELD AND
COMMUNICATIONS WORKERS OF AMERICA
EFFECTIVE 7-1-20194 TO 6-30-202319

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AGREEMENT

This Agreement is between the Town of Fairfield, hereinafter referred to as the Town or Employer, and the Communications Workers of America, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION

Section 1.01

The Town recognizes the Union as the exclusive collective bargaining representative for all Telecommunicators I and II as certified by the Connecticut State Board of Labor Relations on January 29, 1992. This Agreement does not cover temporary and part-time employees.

ARTICLE II - NON-DISCRIMINATION

Section 2.01

The Town acknowledges that it is an equal opportunity employer, and the Town and the Union agree that there shall be no discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, disability, or veteran status.

Section 2.02

Both parties agree to abide by local, state and federal laws regarding sexual harassment in the workplace. Any employee who feels subjected to sexual harassment may contact one of the persons below with whom the employee feels most comfortable. A Local Union No. 1103 Steward and/or Communications Workers of America representative may participate in the process if requested by the employee. Complaints may be made orally or in writing to any of the following:

1. ~~The Emergency Communications Center (ECC) Director~~~~A Lieutenant-Supervisor within the Support Services Division~~
2. ~~The Fairfield Chief of Police~~~~Commander of the Support Services Division~~
3. The Town' Director of Human Resources
4. ~~The Director of the Emergency Communications Center~~

ARTICLE III - MANAGEMENT RIGHTS

Section 3.01

Except as such rights or authority are in conflict with, abridged, or modified by the provisions of this Agreement, the Town reserves and retains all rights to manage its business, operations and affairs; to establish wages, hours and other terms and conditions of employment; and to change, combine, establish or discontinue jobs or operations. Failure of the Town to exercise any management right shall not preclude the Town from exercising said right at another time provided it is not in conflict with the other terms of this Agreement.

ARTICLE IV - UNION DUES -~~AGENCY SHOP~~

Section 4.01

The Town agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card a sum certified by an authorized official of the Union. Dues shall be 1.85% per week of the basic weekly wage rate or such other amount as may be certified to the Town by the Union at least thirty (30) days prior to the month in which the deduction of the Union Dues is to be made. The deduction of dues or its equivalent made pursuant to the Agreement shall be remitted to the Communications Workers of America, to the address designated by them on a monthly basis, together with a list of employees, their addresses, title and social security number, from whose pay such deductions were made.

Section 4.02 -~~Agency Shop~~

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

~~Any member of the bargaining unit who has not joined the Union during such period, or having joined has not remained a member, shall immediately execute an authorization permitting deduction of a service fee as a condition of employment.~~

Section 4.03

The Union agrees to defend, indemnify and hold the Town harmless against any and all expenses, liability, suits or claims which arise from bargaining unit employees under this Article and/or from the Town's action in compliance with the provisions of this Article.

ARTICLE V - PROBATIONARY AND TEMPORARY

Section 5.01

New employees shall be required to serve a probationary period. The probationary period shall be six (6) months with an automatic extension up to a maximum of twelve (12) months, at the discretion of the Town. Any absence of more than a total of five (5) working days shall cause the probationary period to be extended for the same amount of time. At the end of the probationary period, an employee's seniority rights shall be from the employee's original date of hire. Probationary employees shall be entitled to employee benefits as listed in this Agreement ~~the contract~~, subject to eligibility requirements for specific benefits, but in the case of discipline, a probationary employee shall be entitled to use the grievance procedure as listed in Article XVII except the Arbitration Step.

Section 5.02 - Temporary Employees

A temporary employee is one hired for seasonal work whose duration of employment is not expected to be longer than four (4) months. Temporary employees will not be covered by the provisions of this Agreement. The Town will inform the Union of the names, assignments, and date of hire of temporary employees.

ARTICLE VI - SENIORITY

Section 6.01

An employee's seniority shall be determined by the length of continuous service with the Town from the first day of their employment (upon successful completion of the probationary period as defined in Section 5.01 of Article V) and shall accumulate from that time for the duration of employment.

Section 6.02

~~An e~~Employees shall lose ~~their~~ seniority if the ~~employeee~~.

- ~~(b)~~(a) quits, resigns or ~~is~~are discharged;
- ~~(c)~~(b) fails to return from lay-off within ten (10) days after receipt of notice by Registered Mail to return;
- ~~(d)~~(c) ~~is~~are absent from work for five (5) consecutive days without notifying his or her supervisor and is absent without satisfactory excuse;
- ~~(e)~~(d) exceeds a leave of absence without a satisfactory explanation;
- or
- ~~(f)~~(e) accepts employment elsewhere while on leave of absence except where such employment is an authorized union position.

Section 6.03

Seniority shall be used for the purpose of determining lay off, recall, shift preference, and vacation selection except as modified in the vacation Article. In the event the Town decreases the work force, employees shall be laid off in inverse order of their seniority. In the case of recall, the most senior employee on lay off will be the first to be returned to work provided that he/she returns to work within ten (10) days of the notice of recall. Employees shall retain their seniority and right to recall for one (1) year following their date of lay-off.

Section 6.04 Promotion/Job Posting

~~Vacancies for the position of TCII shall be posted for five (5) working days and will include a list of qualifications and criteria determined by the Town. Priority for the selection will be given to the most qualified bargaining unit employee who is a TCI within the Fairfield Emergency Communications Center. Any open position of TCII in the ECC shall be filled as follows:~~

- (a) Test. The Town shall post a notice of its intent to conduct a promotional test to fill an open TCII position (a "Test Notice"). Any qualified ECC employee who wishes to participate in the promotional test shall submit a written statement (email is acceptable) to that effect to the ECC Director within seven (7) days of the posting of the Test Notice. The promotional test shall be an oral test (unless otherwise mutually agreed by the Town and the Union) by a panel of three (3) qualified impartial persons chosen by the Town. The employees receiving a passing score of at least 70% on the promotional test shall be eligible for promotion, and the Town may offer

the position to any of the employees with the three highest passing scores on the promotional test, taking into account each employee's work record and disciplinary history. The employee promotional list resulting from a promotional test shall remain in effect for a period of two (2) years from the date the promotional list is established. For purposes of scoring the test, an employee shall receive points for seniority (.5 point per year of service up to a maximum of 5 total points). If the employee who is first offered the open TCII position does not accept the position within five (5) days, the open TCII position will be offered to one of the employees (other than the employee who declined the position) with the three highest passing scores on the promotional test, and so on, until the open TCII position is filled. If no ECC employee takes the promotional test, or if no employee with a passing score on the promotional test accepts the open TCII position or there is no employee with a passing score on the promotional test, the open TCII position may be filled by the Town as provided in Section 6.04(b) below.

(b) If an open position of TCII in the ECC is not filled by a promotional test as provided in Section 6.04(a) above, the Town may seek applicants for and fill the open TCII position in such manner as the Town deems appropriate, provided that the successful applicant has the qualifications necessary for the TCII position.

The TCII shall serve a period of probation for 6 months. Any time off shall cause the probationary period to be extended for the same amount of time.

ARTICLE VII - HOURS OF WORK

Section 7.01

The regular work ~~weekschedule~~ for employees in this unit shall consist of four (4) consecutive days separated by two (2) consecutive days off. The two consecutive days off will regress one day each week. The regular work day shall contain eight (8) hours, inclusive of any lunch break. ~~The average hours of work per calendar week shall be thirty-seven and one-half.~~

The standard payroll period shall be from 12:01 a.m., Sunday until 12:00 midnight the following Saturday.

Section 7.02

Dispatchers shall pick their assignments for each succeeding three (3) month period by seniority from the Dispatcher's Schedule. It is understood that exceptions can be made in schedule assignments for training and short term emergency situations. In an emergency situation that requires a shift change, the bargaining unit will be canvassed for volunteers.

Section 7.03

An overtime list shall be maintained to reflect all overtime hours actually worked and/or offered to bargaining unit employees. Employees shall be offered the available overtime on a rotational basis. Any shift that becomes open shall be offered to bargaining unit employees in accordance with the posted Overtime Lists. One list shall be established for "Advance Notice" overtime and another for "Short Notice" overtime.

Section 7.04

Time trades are the exchange of shifts mutually agreed upon by employees of the ECC and shall be permitted with advance notice. Requests ~~for time trades~~ must be made on the approved form with signatures from both employees and submitted ~~for approval by the ECC Director or the ECC Director's designee. Approved time trades will be entered into the scheduling system, to the TCII for proper entry into the "Six-Day Schedule Book" and then sent to the Support Services Supervisor for approval. In the event of a short notice time trade, the responsible TCs must make the entries.~~

~~• Paybacks for time trades must be made within one year of the date on which the trade originated.~~

- ~~Requests are approved based on the needs of the ECC and with the understanding that shift exchanging is a privilege, not a right.~~
- ~~TCs may not trade overtime shifts which they have accepted with other TCs. If the TC cannot work the overtime shift they have agreed to, it must be returned to the pool and that shift will be offered in accordance with the rules governing selling of overtime.~~
- ~~Time trade forms signed, submitted and approved create an expectation on the part of the town that the employees will show up for work at the times agreed to. The fact that the date is not an officially scheduled shift for the TC is not a defense against failure to appear for work at the time scheduled.~~
- ~~Trading of shifts may not result in the creation of overtime gaps.~~

~~The above provisions of this Section 7.04 shall be effective at such time as federal law permits it. Until such time, the following limitations shall apply:~~

1. Shift exchanges may only be made within a work week in which both employees have scheduled shifts.
2. The employee working the exchanged shift will be paid for the hours worked.
3. Trading of shifts may not result in the creation of overtime.

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Section 7.05

Time and one-half the current hourly rates of pay shall be paid in each of the following instances:

- (a) All time worked in excess of eight (8) hours in any work day.
- (b) All voluntary time worked on a non-scheduled day provided all shifts have been worked.
- (c) All mandatory time worked on a non-scheduled day.
- (d) All hours worked on the Thanksgiving Day, Christmas Day and New Year's Day holidays. Each of these days shall begin at 12:01 am and end at 12 midnight. All hours worked in the 24 hour holiday period will be paid at the time and one half rate.
- (e) Any training mandated by law or offered by management in excess of normally scheduled hours. Mileage shall be paid from the trip

originating point to the training facility and on the return trip from the training facility to the trip originating point, at the IRS code rate, unless the training is conducted in the town of Fairfield

Section 7.06

Employees who have worked sixteen (16) consecutive hours or more, and whose next scheduled shift is to begin in less than eight (8) hours from the time they last worked, shall be excused with pay, for a period of time into their shift, so as to allow for at least eight (8) hours off. With the exception of an emergency, as determined reasonably by management, no employee shall work more than seventeen (17) hours in a twenty-four (24) hour period.

Section 7.07

Employees called in or ordered to work on a non-scheduled day shall be paid for a minimum of four (4) hours at the appropriate overtime rate. Overtime schedules shall be worked out between the parties; and if there are differences, they will be subject to further discussion between the Local Union leadership and the Director of Human Resources.

Section 7.08

If an employee chooses to be employed elsewhere in addition to their Telecommunicator position, they will notify the Town Risk Manager of any injuries sustained in such outside employment

ARTICLE VIII - HOLIDAYS

Section 8.01

The Town will recognize twelve (12) paid legal holidays per year:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

Section 8.02

To be eligible for holiday pay, an employee must work the last regularly

scheduled day before the holiday and the first regularly scheduled day after the holiday and work the holiday if scheduled. Employees absent for the entire week will have the holiday charged to non-occupational disability benefits. If the employee has exhausted his or her non-occupational disability benefits, the employee shall not be entitled to such holiday that falls during a week in which he or she has been absent for the entire week.

Section 8.03

Employees on the payroll as of each of the holidays listed in Section 8.01 above shall be paid holiday pay for each holiday to be computed by multiplying their regular hourly rate by eight (8) hours. The holiday pay shall be in addition to their regular pay for the time actually worked on any such holiday.

Section 8.04

Each employee is eligible to receive a compensatory day off for six (6) of the holidays listed in Section 8.01 above instead of receiving holiday pay as set forth in Section 8.03 above. Each employee may take their six (6) holiday compensatory days off at any time in accordance with the Time Off Standard Operating Procedure guideline, including the normal approval process. Compensatory time off will not be unreasonably denied. All holiday compensatory time unused by the end of each fiscal year in which it was earned shall be paid within thirty (30) days at the straight time rate.

ARTICLE X - VACATIONS

Section 9.01

The vacation period shall extend from July 1st through June 30th of each fiscal year.

Employees shall receive paid vacation according to the following schedule:

<u>Years of Service</u>	<u>Length of Vacation</u>
6 months to 1 year	7 working days
1 year to 10 years	14 working days
10 years to 20 years	21 working days
20 years or more	25 working days

The new schedule shall not cause any current employee to lose time that has already been earned. Any employee who has earned additional time under the prior vacation schedule shall continue to maintain the prior amount of days (Red Circle) until they reach the next vacation level.

Section 9.02

An employee shall not be eligible for vacation until July 1st following completion of three months service. The qualifying date for determining vacation for the years shall be June 30th of the preceding fiscal year. However, should an employee become eligible for additional vacation during the current fiscal year, on the basis of length of service outlined in Section 9.01, he or she shall be granted the additional vacation time during the current year.

Section 9.03

Employees shall be free to choose the time of their vacation, subject to the supervisor's approval. Senior employees shall have first choice in scheduling their vacation.

Section 9.04

Vacation must be taken during the fiscal year in which the employee becomes entitled to the vacation. Pay in lieu of vacation will not be paid. An employee may accumulate unused vacation, with advance notice, for one year only, to be used the following year.

Section 9.05

Employees voluntarily terminating their services with the Town and giving two (2) weeks notice will receive vacation accrual equal to 1/12th of their vacation for each full month of service since the previous July 1st. Vacation will be based on the amount they would have become entitled to the following July 1st. Vacation accrual will also be paid to employees who die or retire.

ARTICLE X - HEALTH AND WELFARE BENEFITS

Section 10.01

Life Insurance

The Town will provide a Group Life Insurance and Accidental Death and Dismemberment insurance policy for eligible employees in the amount of thirty-two thousand five hundred dollars (\$32,500). Also the Town will provide the eligible employees the option to purchase up to \$100,000 at

the current group rate payable through payroll deductions.

Section 10.02

The Town will provide to all eligible employees and their eligible dependents the following health care coverage:

Medical: Effective January 1, 2018 the Anthem Blue Cross and Blue Shield Century Preferred (Preferred Provider Organization) or substantially equivalent plan with a summary of benefits and changes as attached in Attachment A. Specific provisions of the plan are provided online at anthem.com. As required by the Affordable Care Act, the plan will extend coverage to dependent children to the last day of the month in which they reach age 26.

Prescription drug: Express Scripts or substantially equivalent plan. Specific provisions of the plan are set forth in Attachment A. Further information may be obtained by calling a Customer Service Representative at 800-711-0917

Dental: Delta Dental of New Jersey or a ~~substantially equivalent-mirrored~~ plan. Specific provisions of the plan are provided at deltadentalct.com. The plan will extend coverage to dependent children up to the end of the month in which they reach the age of 25.

Vision: Anthem Vision or substantially equivalent plan. Specific provisions of the plan are provided online at anthem.com.

The Town shall provide medical, prescription drug, dental and vision benefits as outlined in Sections 10.02 and 10.03. The Town shall have the option of determining the carrier to provide these benefits and these benefits shall be substantially equivalent as a result of any change in carriers. Should the Town desire to make changes in the plans, they agree to negotiate with the Union within the specified parameters.

Section 10.03

The Town shall provide ~~hospital, medical, prescription drug, and surgical, major medical, and dental~~ and vision benefits as outlined in Section 10.02, or substantially equivalent benefits. Nothing in this Agreement shall prevent the Town from changing insurance carrier(s), provided the level of benefits is substantially equivalent to those provided for under Section 10.02 at the commencement of the term of this Agreement. If the Town intends to

implement a change in insurance carrier(s), the Union shall be notified and provided with a plan description no later than thirty (30) days prior to the change being implemented. The parties shall thereafter meet and confer in good faith regarding the proposed change during the thirty (30) day period in an effort to reach consensus regarding the change. If a consensus is not reached by the end of the thirty (30) day period, the Town shall have the right to implement the change in carrier(s) at any time thereafter, subject and without prejudice to the Union's right to challenge said implementation on the ground that the level of benefits is not substantially equivalent by initiating arbitration at any time within fifteen (15) days of expiration of the thirty (30) day period. If the Union fails to initiate arbitration within the fifteen (15) day period, its right to do so shall be waived. Arbitration shall take place before a neutral arbitrator of the American Arbitration Association, according to its rules. The parties shall equally split the cost of the administrative fees and the fees of the arbitrator. Each party shall be responsible for all of its other costs associated with the arbitration.~~except for changes as hereinafter modified:~~

- ~~1. The Town shall have the option of determining the carrier to provide the benefits, and the benefits shall be substantially equivalent as a result of the change in carriers. The Town agrees to negotiate with the Union in respect to any changes made herein as a result of any modifications being initiated by the Town.~~
- ~~2. The Prescription Drug Plan shall include the provisions made under the June 17, 2004 side agreement between the Town of Fairfield and the Representative Employee Unions, as amended as set forth in Attachment A.~~
- ~~3. The Dental Plan will remain in effect as listed in Section 10.02 provided, however, that the Town may contract with another carrier to provide mirrored benefits. The Town agrees to negotiate with the Union with respect to any changes or alternative plans which may be initiated by the Town.~~

Section 10.04

- ~~a) Effective September 25, 2017 current employees shall contribute thirteen percent (13%) of premium or premium equivalent costs for the level of benefits elected (single, dual or family).~~

a) Effective July 1, 2018 employees shall contribute thirteen and a half percent (13.5%) of premium or premium equivalent costs for the level of benefits elected (single, dual or family).

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b) Effective on the first day of the month following ratification of this Agreement by the Union and the Town, current employees shall contribute fourteen percent (14%) of premium or premium equivalent costs for the level of benefits elected (single, dual or family).

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c) Effective July 1, 2022 employees shall contribute fifteen percent (15%) of premium or premium equivalent costs for the level of benefits elected (single, dual or family).

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Section 10.05

Effective July 1, 2007, the employer shall maintain a Section 125 pre-tax deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code for the purpose of medical premium payments.

Section 10.06

Employees who have waived the insurance benefits provided for in this Article X by submitting such forms as may be required to confirm such waiver shall not be subject to contributions as provided for in Section 10.04. Employees who have waived insurance benefits as set forth herein may subsequently apply and qualify for such insurance benefits in accordance with applicable law.

ARTICLE XI - SICK LEAVE (NON-OCCUPATIONAL)

Section 11.01

~~Effective July 1, 2012, e~~Employees absent due to non-occupational disability and/or sickness will receive ~~disability benefits and/or~~ sick leave benefits according to the following schedule:

LENGTH OF SERVICE

6 months to 1 year

1 year to 5 years

5 years to 10 years

Over 10 years

BENEFITS

1 working day at full pay for each month of service

12 working days at full pay

16 working days at full pay

22 working days at full pay

- a) An employee's anniversary date shall determine their length of service and eligibility for ~~disability and/or~~ sick leave benefits.
- b) Unused ~~disability-sick leave~~ benefits will not accumulate from one fiscal year to another except as provided for in sub-section "e" of this Article. The Town's fiscal year will be used to re-establish eligibility for ~~disability and/or~~ sick leave benefits. Employees receiving sick leave benefits on the date of the Town's new fiscal year will continue to receive the same level of benefits and will not be eligible for an increased level of benefits until they have returned to work for a period of five (5) consecutive working days. Upon such return, the employee will be reinstated for ~~disability and/or~~ sick leave benefits in accordance with the provisions of this Article.
- c) Sick Leave with pay is for the illness ~~or injury~~ of an employee only and shall not be considered as an entitlement which an employee may use at his discretion, but shall be allowed only in case of necessity arising from actual ~~sickness or disability~~ illness or injury of the employee, or to meet doctor/dental appointments which cannot reasonably be scheduled outside of working hours. The Town may require proof of legitimate illness or injury with respect to an employee's use of sick leave benefits. It is the employee's responsibility to keep his/her supervisor informed as to the employee's status. An employee who is unable to report to work due to illness or ~~disability-injury~~ shall notify his/her immediate supervisor in advance of the start of his/her workday. Sick leave notification must be made at least four (4) hours in advance of shift, or as soon as reasonably possible if 4 hours advance notice is not possible. After more than four (4) consecutive working days of absence, an employee must have a doctor's release to return to work and he/she may be required to receive approval from the Town Physician. Any sickness or non-duty injury which prevents an employee from reporting for duty for any less than four (4) consecutive days and is non-physician treated will be classified as intermittent sick leave days. If a Physician's note is submitted within fourteen (14) days of a return to work, the intermittent sick leave days shall be deemed to be sick days. If a Physician's note is not received within 14 days upon return to work the days will be forever considered intermittent sick days.
- d) The Town shall not provide any payment for unused sick leave upon termination of the employee for any cause.
- e) Each employee who has unused ~~disability-sick leave~~ benefits at the end

of a fiscal year as provided in this Article shall accumulate such unused ~~sick leave~~ disability benefits to the following fiscal year or years provided that they shall not accumulate more than ten (10) working days of such benefits during any one fiscal year and further provided that they shall not accumulate a total of more than one hundred twenty (120) days of such unused benefits.

- f) Employees who are absent for four (4) or more regularly scheduled shifts in any seven day period of time shall be expected to submit a statement from a physician stating the reason for the absence to support the claim for sick leave at the time of return to work.

Section 11.02

In the case of non-occupational disability employees may request a disability leave of absence, without pay, for a period not to exceed one (1) year computed from the last day on the payroll.

During such non-occupational disability leave of absence, benefits paid for by the Town of Fairfield while the employee was working will continue to be paid for by the Town of Fairfield without interruption for the length of the leave, subject to such contributions by the employee as are applicable.

Benefits referred to above include: Group Health Insurance, Life Insurance, Pension, and Seniority. It is understood that the ~~Employer~~ Town may fill a ~~disabled~~ the employee's position with part-time, temporary, or other individuals during such time an employee is covered by this provision. At the termination of a non-occupational disability leave of absence, the returning employee shall be placed in the same position held before the leave with the same rights and privileges under the Agreement.

Section 11.03 Maternity Leave

A female employee who becomes pregnant shall submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her regular duty assignments. — Upon request of the employee and supported by her physician's certification of the employee's inability to continue to work, the employee shall be granted maternity leave.

Accumulated sick leave and other accrued leave such as vacation may be used as maternity leave.

An employee who remains unable to resume her duties for a period of six

(6) weeks past the date of delivery shall present a physician's certificate of inability to return to duty due to disability or the need for continued child care. If the continued disability or child care is not proven, then the leave taken past the six week period shall be deemed Leave of Absence without pay. If the disability or need for continued child care is proven, the sick leave or accrued leave, if any, may be used as extended maternity leave.

A Leave of Absence without pay beyond any accumulated leaves shall be available for such reasonable further period of time as an employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto, or the need for continued child care, provided a request is made to the Director of Human Resources. The commencement and termination dates of the leaves, provided above shall be mutually agreed upon between the employee and the Director of Human Resources, provided, however, that the unpaid leave of absence shall not exceed ninety (90) days.

The employee shall provide a two (2) week notice of her intention to return to duty and shall submit a satisfactory medical report from her physician stating that the employee is able to resume her normal duties. She will then be reinstated to her former position. The provisions covered in this Section shall not be in contravention of the Family and Medical Leave Act of 1993 or state statutes covering the same subject.

ARTICLE XII WORKERS' COMPENSATION
(OCCUPATIONAL DISABILITY)

Section 12.01

~~Effective July 1, 2012,~~ the Town will provide Workers' Compensation benefits under the terms of the Connecticut Workers' Compensation Act provided that any employee who wishes to be paid her/his regular wages for any day she/he is eligible to receive Workers' Compensation benefits, shall be required to utilize one-quarter of one (1) sick day, to the extent such days are available to such employee, in which case the Town shall pay the employee her/his regular base pay for such day subject to the maximum limits presently set forth below based on length of service, and the Workers' Compensation payments shall be remitted by the employee to the Town.

LENGTH OF SERVICE

3 months to 1 year

1 year to 5 years

5 years to 10 years

Over 10 years

BENEFITS

1 working day for each
month of service

12 working days at full pay

20 working days at full pay

30 working days at full pay

- a) An Employee's anniversary date shall be used to determine their length of service and eligibility for occupational disability benefits.
- b) When eligibility for occupational disability benefits at full pay under the terms set forth above is exhausted, payment will continue in accordance with the Connecticut Workers' Compensation Act.
- c) Unused occupational disability benefits will not accumulate from one fiscal year to the next under any circumstances. If an employee is absent under the occupational disability leave on the date of the Town's new fiscal year, they shall continue to be eligible to utilize available sick leave to receive such benefits based on length of service to which they were entitled at the onset of the current leave until such benefits are exhausted; and they shall not be entitled to additional occupational disability benefits except as provided for in sub-section b above until said employee has returned to active employment (with a doctor's certificate certifying as to recovery) for a period of sixty (60) consecutive working days. Upon such return and completion of sixty (60) working days, they shall be reinstated for occupational disability benefits for the fiscal year in accordance with the provisions of this Article.

ARTICLE XIII - FUNERAL LEAVE

Section 13.01

An employee, upon request, shall receive time off from the date of death through the date of the funeral if a death occurs in the employee's immediate family. The employee will receive regular pay for regularly scheduled work days during that period up to a maximum of four (4) days. Immediate family shall be defined as: spouse, parent, child, brother, sister, father- or mother-in-law, grandparent, brother-in-law, sister-in-law, civil union partner, and any person living in the employee's household who takes the place of a relative mentioned above.

Section 13.02

Permission for time off with pay due to the death of a relative outside the immediate family shall be limited to one (1) day through the date of the funeral.

ARTICLE XIV - JURY DUTY

Section 14.01

The employee shall notify his/her supervisor as soon as is practicable that the employee has been summoned for jury duty and of the dates for required service. The employee shall provide the Supervisor with written verification of the dates on which the employee has been required to attend court for jury duty service. In the absence of verification, the Town shall have no obligation to pay the difference between the employee's regular pay and jury duty pay.

ARTICLE XV - LEAVE OF ABSENCE

Section 15.01

An employee requesting a leave of absence without pay may be granted same at the discretion of the Town upon reasonable cause being given by the employee. Such leave shall not exceed ninety (90) days but may be extended in cases of emergency for up to an additional ninety (90) days. During such leave of absence, health and life insurance benefits for the employee will remain in effect-. Family health benefits will remain in effect if employee contributions covering the duration are paid prior to the start of the leave. Seniority will continue to accumulate during the leave to a

maximum of thirty (30) days. An employee on a leave of absence will forfeit 1/12th of the vacation days earned as of the following July 1st for each thirty (30) calendar days of absence.

Section 15.02

If any member of the Military Reserve or National Guard is called for training, the Town will pay the differences, if any, between the employees' gross service pay and the gross regular pay for the period of their required absence up to a maximum of thirty (30) days. Such time shall not be charged to the employees' vacation.

Section 15.03

Each employee may use up to three (3) personal days with pay during each fiscal year. Such request for time must be made as early as possible to the ~~Support Services Commander~~ECC Director or designee. Requests should be made at least eight (8) hours before the shift begins, unless leave is an emergency circumstance which must be disclosed for consideration. _____ Said personal days will not be unreasonably withheld, provided, however, that it is the ~~Support Services Commander's~~ sole discretion of the ECC Director or designee to approve the leave. A request for personal leave after the beginning of the shift may be made and granted provided no overtime is required.

Section 15.04

Employees shall be eligible for leave in accordance with the Family Medical Leave Act based on the Federal and/or the Connecticut State Statutes.

ARTICLE XVI - PENSION PLAN

Section 16.01

A Pension Plan, as approved by the Representative Town Meeting of the Town, is part of the Agreement.

Section 16.02

Except as otherwise provided in Section 16.11 for employees hired after July 1, 2012, employees covered by this Agreement who are eligible for benefits under this Plan, the annual benefit will be equal to 1.25% of high annual salary up to a maximum of \$7,800 plus 2.3% of the high annual salary in excess of \$7,800 multiplied by their number of credited years of service with the Town.

The high annual salary for determining benefits for eligible employees under the Plan shall mean their highest annual salary obtained in any year of employment including base annual salary (which shall be deemed to mean the employee's base hourly wage rate multiplied by 1.950) and longevity pay, if any, obtained.

Section 16.03

The rate of contribution shall be four percent (4%) of the basic annual salary (which shall be deemed to mean the employee's base hourly wage rate multiplied by 1.950) including longevity pay, if any, as set forth in Appendix A. - Wages.

Section 16.04

All employees hired prior to July 1, 2012 shall become members of the Town of Fairfield Employees' Retirement Plan.

Section 16.05

Employees covered by this Agreement shall become eligible for normal retirement benefits under the Plan as described in Section 16.02 of this Article at the age of sixty-two (62) or older with at least ten (10) years of credited service.

Section 16.06

Early Retirement

Employees covered by this Agreement shall become eligible for early retirement benefits under the Plan at the age of fifty-five (55) or older with at least fifteen (15) years of continuous service with the Town under the "Early Retirement" benefit provision. Early retirement benefits shall be determined by computing the benefit to which the employee would be entitled if he or she were sixty-two (62) and reducing that amount by 5/9 of 1% for each month the employee is younger than age 62.

Section 16.07

The Plan will also provide for the earned rights benefits to those eligible under the system who fail to select options prior to their death while still in the employ of the Town.

Section 16.08

A cost of living adjustment based on movement in the Consumer Price Index shall be made for retirees in accordance with Plan regulations. Any increase reflected by a change in the Index shall be limited to a maximum

of three percent (3%) per year.

Section 16.09

Retiree Health Insurance

Effective July 1, 2005 employees retiring in accordance with the normal or disability provisions of the Town Employees Retirement Plan and their eligible dependents at the time of retirement will have the same health insurance coverage as negotiated for active employees now and in the future. Such coverage shall be reduced to a Medicare Carve-Out or a Medicare Advantage Plan for those covered upon reaching the age of 65. The cost of Medicare shall be borne by the retiree. Effective July 1, 2002, eligible dependents of deceased employees who retire under the Town of Fairfield Employees' Retirement System shall continue to be covered by the same health benefit provision with no premium cost to the eligible dependent(s). _____ Such coverage shall be changed to a Medicare Carve-Out or a Medicare Advantage Plan upon reaching age 65. The cost of Medicare Part B shall be paid by the dependent. Coverage shall cease if eligible dependent remarries or when the dependent dies.

For eligible employees who retire on or after July 1, 2012, the following terms shall apply:

- a) Following retirement and continuing until the eligible retiree becomes eligible for Medicare, the medical (health, vision, prescription and dental) benefits for retired employees and eligible dependents shall be the same as for active employees. Such benefits will be subject to all cost containment provisions applicable to active employees, including but not limited to deductibles and copays, carrier, plan design, insured/self-insured funding as such terms and conditions may be changed from time to time in the future for active employees.
- b) Upon reaching Medicare eligibility, the eligible retiree shall elect Medicare benefits in lieu of the Town's medical benefit plan, and shall also be covered by the Town's Medicare Supplemental Plan.
- c) Eligible retiree and their eligible dependents, whether covered by the Town sponsored medical benefit plan or other Medicare Supplemental Plan, shall pay the same percentage share of premiums or premium equivalent costs as active employees contribute towards medical benefits under the Town sponsored plan, as such percentage amounts

may change from time to time in the future, except that the four (4) bargaining unit employees who have achieved twenty (20) or more years of service with the Town as of ~~the date of this Agreement~~ July 1, 2014 (namely, Maria Lobo, Elizabeth Rodriguez, Robert Rindgen and Lynn Erasmus) shall not contribute towards premium or premium equivalent costs following their retirement from the Town.

Dependent retiree insurance coverage and pension benefits shall be available only to those individuals who are legal dependents of the retiree at the time of retirement, but not to any individual who may become a dependent of the retiree subsequent to the retiree's date of retirement.

Section 16.10

The Town shall establish a Section 414(h) Plan in accordance with the Internal Revenue Code. The effective date will not be earlier than January 1, 2003, provided approval is received by that time.

Section 16.11

All employees hired on or after July 1, 2012 shall participate in a 401(a) plan with no eligibility or vesting rights in the Town's existing Pension System referenced in Section 16.01. The employee shall be required to contribute at least four percent (4%) of their base pay to the Plan but may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of five percent (5%) of such base pay. The Town's contribution shall not vest until the employee has been continuously employed for ~~five (5)~~ three (3) years.

The Town shall provide long term disability benefits (LTD) for the permanent and total disability of employees hired on or after July 1, 2012 at the rate of fifty percent (50%) of base salary. This benefit will be provided through insurance.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 17.01

The purpose of this procedure is to provide an orderly method of adjusting grievances. Any employee or group of employees who feel aggrieved concerning the interpretation or application of any provision, rule, or regulation covered by this Agreement, may seek adjustment as follows:

Step One: Within forty-five (45) calendar days of the occurrence of the

alleged grievance, the employee and his or her steward shall have the option to first present the problem to the ~~Support Services Commander~~ECC Director or designated representative orally or in writing. The ~~Support Services Commander~~ECC Director or designee shall respond orally if presented orally or in writing if so presented. If the problem is not resolved within a period agreed upon by both the Union and the ~~Support Services Commander~~ECC Director or designee, or in the absence of such an agreement within forty-five (45) calendar days, the employee or the steward may initiate Step 2 of this procedure.

Step Two: If the employee and steward feel there should be further review, the facts pertaining to the problem shall be presented in writing to the Chief of the Town's Police Department or designated representative within forty five (45) calendar days of the decision made in Step One. If no written notice is filed within forty-five (45) calendar days, the decision in Step One will stand without being subject to further appeal. Upon receiving written notice of the grievance, the Chief of the Town's Police Department or designated representative shall arrange to and shall meet with the representatives within forty-five (45) calendar days for the purpose of adjusting or resolving such grievance. The Chief of the Town's Police Department or designated representative shall render a decision in writing within forty-five (45) calendar days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may within forty-five (45) calendar days of such decision initiate Step Three of this Procedure.

Step Three: Further review of such grievance may be requested by presenting in writing such grievance to the Director of Human Resources. Within forty-five (45) calendar days after the Director of Human Resources receives such grievance, he/she shall meet with the ~~u~~Union representatives for the purpose of adjusting or resolving such grievance. The Director of Human Resources shall render a decision concerning said grievance within forty five (45) calendar days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may, within forty-five (45) calendar days of such decision, initiate Step Four of this Procedure.

Step Four: If the Union feels there should be further review, the Union shall file a notice of intent, in writing, with the Town's Director of Human Resources ~~Director~~, to submit the matter to arbitration with the American Arbitration Association. Only the Union may demand arbitration. If such notice is not filed within forty-five (45) calendar days of the decision

rendered in Step Three, such decision in Step Three shall stand without being subject to further appeal. Selection of the arbitrator shall be in accordance with the rules of the American Arbitration Association.—— The Arbitrator selected shall have no authority to change, alter, or amend the language of the Agreement. The fees and expenses of the arbitrator shall be shared equally by all parties and the decision of the arbitrator shall be final and binding.

Section 17.02

When practicable, the Town will provide suitable space for arbitration proceedings. When such space is not available, the cost of other suitable space will be borne equally by the Union and the Town.

Section 17.03

When it becomes necessary to process a grievance under the procedure outlined in this Article during normal working hours, the Town will pay one representative designated by the Union for reasonable time spent necessary to present the grievance in Step One. When a grievance is carried to Step Two, Three, and Four, the Town will pay up to two (2) designated representatives for reasonable time spent necessary to present the grievance in these steps.

Section 17.04

If the Town fails to meet with the Union or fails to render a decision within the time limit specified, a grievance shall automatically be moved to the next following step of the grievance procedure. If the Union fails to meet the time limits at any step in the procedure, the decision at the previous step will be considered final and not subject to further appeal.

Section 17.05

The Union will file and maintain a current list of authorized representatives of the Union with the Town's Chief of Police and the Town's Director of Human Resources-office. For the purpose of this Article, authorized Union representatives are defined as Executive Board Member, Chief Steward, or Steward.

Section 17.06

Union business time off will not be chargeable and shall not apply to any employee in connection with the processing of a grievance, Labor/Management negotiations or a labor/management meeting. Prior approval from the Department Head or authorized representative is

required for paid absence. Both parties recognize the need to use discretion and not abuse this provision.

Section 17.07

If an employee is directed to report to his or her supervisor's office, the employee may request to have the Chief Steward or designated representative present at said meeting, if in the opinion of the employee, the meeting may involve disciplinary action against the employee. Management shall not schedule investigatory interviews at times when a Union Steward is not scheduled to work.

Section 17.08

Discipline of any employee shall be imposed only for just cause. Discipline under this Section means oral reprimand, written reprimand, suspension, demotion, or discharge. The employee may request and receive a copy of any charge made against him or her. Documentation used to substantiate the action will be provided to the employee and Union upon request and in keeping with the freedom of information statute. This documentation may include tapes, letters, or other appropriate material.

ARTICLE XVIII - SAFETY AND HEALTH

Section 18.01

The Employer shall provide a safe and healthy workplace. Employees who do not observe safe work practices shall be subject to disciplinary action.

Section 18.02

A Safety and Health Committee consisting of two designated employees from the Town including the Town Risk Manager and two designated union representatives shall be established and shall meet as needed but not less than every quarter. Said committee shall meet to resolve differences, recommend remedies, safety standards and other safety programs. Recommendations made by the committee shall be implemented by the Town within a reasonable period of time and as soon as fiscally practical. Time spent on such committee activity shall be paid at the normal hourly wage rate.

ARTICLE XIX - BULLETIN BOARD

Section 19.01

The Town will make a bulletin board available for the use of the Union for

posting of notices relating to Union business. All postings are subject to the approval of the Chief of Police or his designated representative.

ARTICLE XX - PRIOR PRACTICE

Section 20.01

All rights, privileges, and benefits which employees had prior to the execution of this contract Agreement which are not specifically provided for or abridged by this contract Agreement are hereby incorporated and protected by this contract Agreement.

ARTICLE XXI - WAGES

Section 21.01

There shall be general wage increases as follows:

Effective July 1, 2019⁴ (applied retroactively) – 2.0% general increase

Effective July 1, 2020⁵ (applied retroactively) – 2.0% general increase

Effective July 1, 2021⁶ (applied retroactively) – 2.0% general increase

Effective July 1, 2022⁷ – 2.250% general increase

~~Effective July 1, 2018 – 2.0% general increase~~

The Step / Wage Scale shall also be adjusted effective January 2, 2022, as shown in the ECC Wage Schedule below in this Agreement

The following wages rates shall apply to all bargaining unit employees on the applicable effective dates:

ECC WAGE SCHEDULE	HOURLY WAGE RATES					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
TELECOMMUNICATOR I						
Effective 7/1/2019 - 2%	\$22.09	\$24.19	\$26.30	\$28.41	\$29.54	\$31.05
Effective 7/1/2020 - 2%	\$22.54	\$24.68	\$26.82	\$28.98	\$30.13	\$31.67
Effective 7/1/2021 - 2%	\$22.99	\$25.17	\$27.36	\$29.55	\$30.73	\$32.30
					7 years	15 years
Adjustment 1/2/2022	\$24.36	\$26.15	\$27.95	\$29.74	\$31.54	\$33.08
Effective 7/1/2022 - 2.25%	\$24.91	\$26.74	\$28.58	\$30.41	\$32.25	\$33.82

		5 yrs as
		Tele II
TELECOMMUNICATOR II	STEP 1	STEP 2
Effective 7/1/2019 - 2%	\$32.08	\$34.12
Effective 7/1/2020 - 2%	\$32.72	\$34.80
Effective 7/1/2021 - 2%	\$33.37	\$35.50
Adjustment 1/2/2022	\$34.01	\$36.16
Effective 7/1/2022 - 2.25%	\$34.77	\$36.97

Step increases shall continue to be effective on the actual anniversary date of employment, where applicable.

ECC SALARY SCHEDULE

	STEP 1	STEP 2	STEP 3	STEP 4	10 years STEP 5	15 years STEP 6
TELECOMMUNICATOR I						
Effective July 1, 2014-2%	\$38,894.00	\$42,601.00	\$46,305.00	\$50,009.00	\$52,008.00	\$54,674.00
	\$20.01	\$21.91	\$23.82	\$25.72	\$26.75	\$28.12
Effective July 1, 2015-2%	\$39,671.88	\$43,453.02	\$47,231.10	\$51,009.18	\$53,048.00	\$55,767.00
	\$20.41	\$22.35	\$24.30	\$26.24	\$27.29	\$28.69
Effective July 1, 2016-2%	\$40,465.32	\$44,322.08	\$48,175.72	\$52,029.36	\$54,109.00	\$56,883.00
	\$20.82	\$22.80	\$24.78	\$26.76	\$27.83	\$29.26
Effective July 1, 2017-2%	\$41,274.62	\$45,208.52	\$49,139.24	\$53,069.95	\$55,191.00	\$58,021.00
	\$21.23	\$23.26	\$25.28	\$27.30	\$28.39	\$29.85
Effective July 1, 2018-2%	\$42,100.12	\$46,112.69	\$50,122.02	\$54,131.35	\$56,295.00	\$59,181.00
	\$21.66	\$23.72	\$25.78	\$27.85	\$28.96	\$30.44
TELECOMMUNICATOR II						
Effective July 1, 2014-2%		\$47,231.00	\$50,934.00	\$55,011.00	\$57,212.00	\$60,082.00
		\$24.30	\$26.20	\$28.30	\$29.43	\$30.91
Effective July 1, 2015-2%		\$48,175.62	\$51,952.68	\$56,111.22	\$58,356.00	\$61,284.00
		\$24.78	\$26.72	\$28.86	\$30.02	\$31.52
Effective July 1, 2016-2%		\$49,139.13	\$52,991.73	\$57,233.44	\$59,523.00	\$62,509.00
		\$25.28	\$27.26	\$29.44	\$30.62	\$32.15
Effective July 1, 2017-2%		\$50,121.92	\$54,051.57	\$58,378.11	\$60,714.00	\$63,760.00
		\$25.78	\$27.80	\$30.03	\$31.23	\$32.80
Effective July 1, 2018-2%		\$51,124.35	\$55,132.60	\$59,545.68	\$61,928.00	\$65,035.00
		\$26.30	\$28.36	\$30.63	\$31.86	\$33.45

Step increases shall continue to be effective on the actual anniversary date of employment, where applicable.

Section 21.02
Shift Differential

Effective ~~July 1, 2004~~ ~~July 1, 1993~~, there shall be a shift differential of ~~thirtyseventy-five~~ cents (\$0.~~73~~5) per hour for hours worked on the evening shift (3-11, 4-12 midnight, 5-1 am) and ~~one dollar and fiftyseventy~~ cents (\$~~10.57~~0) per hour for hours worked on the midnight shift (11-7 am, 12 midnight- 8 am).

~~Effective January 1, 2022, the shift differential shall be one dollar (\$1.00) per hour for hours worked on the evening shift, and one dollar and seventy-five cents (\$1.75) per hour for hours worked on the midnight shift~~

Effective July 1, ~~1997~~2022, the shift differential shall be ~~one dollar and twenty-five cents (\$1.25)~~~~forty-five (\$0.45)~~ per hour for hours worked on the evening shift, ~~and two dollars (\$2.00) and ninety cents (\$0.90)~~ per hour for hours worked on the midnight shift.

It is understood that the shift differential pay shall not be included in the calculation of earnings for pension purposes. The shift differential is included in the calculation of overtime rate, where applicable.

~~Effective July 1, 1999, the shift differential shall be fifty-five cents (\$0.55) per hour for hours worked on the evening shift and one dollar ten cents (\$1.10) per hour for hours worked on the midnight shift.~~

~~Effective July 1, 2002, the shift differential shall be sixty-five cents (\$0.65) per hour for hours worked in the evening shift and one dollar thirty cents (\$1.30) per hour for hours worked in the midnight shift.~~
~~Effective July 1, 2004, the shift differential shall be seventy-five cents (\$0.75) per hour for hours worked on the evening shift and one dollar fifty cents (\$1.50) per hour for hours worked on the midnight shift.~~

Section 21.03
Longevity

Effective ~~upon ratification of this Agreement by the Union and the Town~~~~July 1, 2009~~, each employee who has completed five (5) years of service as of December 1 of each year shall be paid an annual increment in the amount of ~~Five~~~~Six~~ Hundred Dollars (\$~~65~~00.00). This payment shall not be counted as wages for the calculation of earnings for pension purposes.

Effective ~~upon ratification of this Agreement by the Union and the Town~~ ~~July-1, 2009~~, each employee who has completed Ten (10) years of service as of December 1, of each year shall be paid an annual increment in the amount of ~~Seven~~~~Eight~~ Hundred Dollars (\$~~87~~00.00). This payment shall not be counted as wages for the calculation of earnings for pension purposes.

Effective ~~upon ratification of this Agreement by the Union and the Town~~ ~~July-1, 2009~~, each employee who has completed fifteen (15) years of service as of December 1 of each year shall be paid an annual increment in the amount of ~~Nine-Hundred~~~~One Thousand~~ Dollars (\$~~91~~,000.00). This payment shall not be counted as wages for the calculation of earnings for pension purposes.

Effective ~~upon ratification of this Agreement by the Union and the Town~~ ~~July-1, 2009~~, each employee who has completed twenty (20) years of service as of December 1 of each year shall be paid an annual increment in the amount of ~~Eleven-One Thousand Two~~ Hundred Dollars (\$~~1,24~~00.00). This payment shall not be counted as wages for the calculation of earnings for pension purposes.

ARTICLE XXII - SAVINGS CLAUSE

Section 22.01

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force.

ARTICLE XXIII - UNION BUSINESS LEAVE

Section 23.01

Two stewards shall be granted leave from duty with full pay for all joint meetings between the Town and the Union concerning negotiations of the terms of a ~~successor collective bargaining agreement~~~~contract~~, when such meetings take place at a time during which such members are scheduled to be on duty.

The stewards of the ~~u~~Union shall not be impeded or prevented from performing the duties of the office in the conduct of the business of the

Union during their regular working hours, so long as such activity does not interfere with their normal and customary duties and responsibilities.

The Union stewards shall be allotted five (5) working days with pay per fiscal year to attend seminars, conventions, and other Union business meetings.

ARTICLE XXIV - COURT APPEARANCES

Section 24.01

The Town agrees to pay telecommunicators, if required to appear in any State or Federal Court or administrative agency as a result of police or fire department incidents, at their normal rate of pay if said appearance is at a time when a telecommunicator is on duty, or at their normal overtime rate if required to appear at a time when scheduled to be off duty, (four hours minimum on a day off) or for hours exceeding their normal working hours on any given day. Telecommunicators must provide their supervisor(s) with copies of any subpoenas or ordered appearances as soon as possible upon receiving them. This provision does not apply when an employee is required to appear in a contested matter which the employee has initiated against the Town, the Police Department, and/or the Fire Department.

ARTICLE XXV - DISABILITY INSURANCE

Section 25.01

The Town shall provide the opportunity to participate in a long-term disability plan paid for in full by the employee, except to the extent that the Town has agreed to pay for long-term disability insurance for employees hired after July 1, 2012 in Section 16.11. The Town shall agree to a payroll deduction only.

ARTICLE XXVI - STANDARD OPERATING PROCEDURES

The current Standard Operating Procedures (SOPs) applicable to employees shall continue in effect subject to the following terms. In the event the Town desires to alter or delete any existing SOP it shall notify the Union and upon request shall meet with the Union to discuss such change. The Town shall have the right to alter or delete any SOP as

deemed necessary provided that the Town agrees that it shall not alter or delete any of the following existing SOPs without first bargaining over such changes with the Union:

Sections: ~~2.2 (Discipline)~~, ~~2.3 (Dress Code)~~, ~~2.4 (On Duty Absences)~~, ~~2.6 (Holiday Time out of the Room)~~, ~~2.10 (Tardiness)~~, ~~2.11 (Change of Shift Procedures)~~, ~~2.12 through 2.16 (Discipline)~~, ~~2.17 (Misuse of Sick Leave)~~, ~~2.18 (Arriving late for Work)~~, ~~2.22 (Scheduling)~~, ~~2.23 (Banked Time)~~, ~~2.24 through 2.28 (Overtime)~~, ~~2.29 (Filling Short Term Vacancies)~~, ~~2.30 (Filling Long Term Vacancies)~~, ~~2.32 through 2.33 (Vacation)~~, ~~2.39 (Center Rules and Regulations relating only to work schedule posted quarterly; each employee shall be provided a headset and Lights on in the Hallway)~~, and ~~2.51 (Personnel Files)~~.

With respect to any changes of any other SOPs that impact terms and conditions of employment, the Town will notify the Union and honor any obligation it may have to engage in impact bargaining following such SOP change.

ARTICLE XXVII - TERM OF AGREEMENT

Section 27.01

The duration of this contract shall commence July 1, 201~~9~~⁴ and shall extend through June 30, 20~~23~~¹⁹.

Either party wishing to amend or modify any provisions of this ~~Agreement~~ contract must notify the other party in writing. The Union shall notify the First Selectman with a copy to the Director of Human Resources or the Town shall notify the Union by notice to the President of the Union. Such notice shall be given no more than one hundred and eighty (180) days nor less than one hundred and fifty (150) days prior to the applicable expiration date. If said notice is not given in writing, the Agreement shall remain in full force and effect for the next fiscal year.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates set forth below. this ____ day of ____, 2018.

TOWN OF FAIRFIELD

COMMUNICATIONS WORKERS
OF AMERICA (CWA),

LOCAL-1103

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into between the Town of Fairfield (the "Town" or "Fairfield") and The Communications Workers of America, AFL-CIO (the "Union") to be effective as of the date the CBA (as defined below) is ratified by the Union and approved by the Town (the "Effective Date"). The Town and the Union hereby agree that the Town may offer employment to civilian dispatchers ("Westport Dispatchers") whose employment with the Town of Westport ("Westport") will be terminated due to the combination of dispatch services in the municipalities of Fairfield and Westport pursuant to the Interlocal Agreement entered into by Fairfield and Westport in or about August 2020 (the "Interlocal Agreement"), as follows:

1. Full-time Westport Dispatchers whose employment with Westport will be terminated as a result of the combination of dispatch services provided for in the Interlocal Agreement will be offered employment with Fairfield in the Telecommunicator I job title, with such employment to commence on or about the opening of the combined Fairfield County Dispatch Center, which is expected to occur on or about November 15, 2021 (the "Opening Date").
2. The Town's offer of employment to the Westport Dispatchers for employment with the Town commencing on or about the Opening Date will include the following terms:
 - (a) The starting wage rate for each Westport Dispatcher who accepts employment with Fairfield will be at the hourly wage rate set forth in Article XXI of the Collective Bargaining Agreement between the Town of Fairfield and Communications Workers of America, July 1, 2019 to June 30, 2023 (the "CBA"), as ratified by the Union and approved by the Town, except that the employee's starting step level (and corresponding wage rate) will be determined based on each Westport Dispatcher's full years of service with Westport as of the Opening Date, and thereafter will be determined based on the employee's combined years of service with Westport and Fairfield.
 - (b) Longevity pay, if any, for each Westport Dispatcher who accepts employment with Fairfield will be calculated as provided in Section 21.03 in the CBA based on the employee's combined years of service with Westport and Fairfield as of December 1 each year.
 - (c) The amount of annual paid vacation for each Westport Dispatcher who accepts employment with Fairfield will be calculated as provided in Section 9.01 of the CBA based on the employee's combined years of service with Westport and Fairfield. The employee's amount of paid vacation shall be pro-rated for the employee's partial first year of employment. Any accumulated vacation relating to a Westport Dispatcher's employment with Westport will not carry over to Fairfield.

- (d) The amount of annual non-occupational disability / sick leave benefits for each Westport Dispatcher who accepts employment with Fairfield will be calculated as provided in Section 11.01 of the CBA based on the employee's combined years of service with Westport and Fairfield. Any accumulated sick leave relating to a Westport Dispatcher's employment with Westport will not carry over to Fairfield.
 - (e) For purposes of shift assignments as provided for in Section 7.02 of the CBA, each Westport Dispatcher who accepts employment with Fairfield will be deemed to have seniority based on the employee's combined years of service with Westport and Fairfield.
 - (f) Westport Dispatchers who accept employment with Fairfield will be eligible for health and welfare benefits as provided in Article X of the CBA.
 - (g) Westport Dispatchers who accept employment with Fairfield will not be eligible to participate in the Town's pension plan but will be eligible to participate in the 401(a) plan established by Town as provided in Section 16.12 of the CBA.
 - (h) Westport Dispatchers who accept employment with Fairfield will not be required to serve a probationary period.
 - (i) For purposes of Section 6.03 of the CBA (layoff), Westport Dispatchers with one (1) or more years of service with Westport as of the Opening Date shall be deemed to have one (1) year of seniority as of their date of hire by the Town.
 - (j) The terms and conditions of this MOU will apply to Westport Dispatchers who, as a result of the Interlocal Agreement, are hired by the Town and commence their employment with the Town on or before a date that is sixty (60) days after the Opening Date of the combined Fairfield County Dispatch Center. Except as expressly modified by this MOU, the employment of Westport Dispatchers with the Town shall be subject to all of the terms and provisions of the CBA.
3. All bargaining unit employees employed with the Town as of November 1, 2021 (other than Westport Dispatchers) and who are still employed with the Town as of January 2, 2022, will receive a lump sum payment from the Town in the amount of Two Thousand Dollars (\$2,000.00), subject to applicable deductions and withholding, to be paid on the second payroll date after January 2, 2022.

4. The Town and the Union agree that nothing in this MOU shall be deemed to evidence, establish or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind; and the parties hereto knowingly and voluntarily waive any such claims.
5. Except as expressly provided herein, this MOU does not modify any terms or provisions of the CBA.

IN WITNESS WHEREOF, the parties have knowingly and voluntarily executed and entered into this MOU to be effective as of the Effective Date set forth above:

TOWN OF FAIRFIELD

THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

By: _____

By: _____

Date: _____

Date: _____

10 YEAR

**A RESOLUTION APPROPRIATING \$508,445 FOR THE COSTS OF CERTAIN
NONRECURRING CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF
BONDS TO FINANCE SUCH APPROPRIATION.**

Resolved:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Five Hundred Eight Thousand Four Hundred Forty-Five and 00/100 Dollars (\$508,445.00) to fund all costs associated with the nonrecurring capital projects described on **Exhibit A** attached hereto, inclusive of planning, design and engineering fees, other professional fees, demolition, construction and oversight costs and temporary and permanent financing costs (collectively, the “Projects”), in the amount of such appropriation allocated to each Project as set forth in **Exhibit A**. Any reallocation of unused bond proceeds from one project category listed as items 1-2 on **Exhibit A** to a different project category listed on **Exhibit A** that would cause the cost of such project to exceed the cost listed on **Exhibit A** shall require approval by the Board of Selectmen, Board of Finance, and the Representative Town Meeting.
2. To finance such appropriation, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield shall borrow a sum not to exceed Five Hundred Eight Thousand Four Hundred Forty-Five and 00/100 Dollars (\$508,445.00) and issue bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Projects.
3. The Board of Selectmen, the Treasurer and the Chief Fiscal Officer of the Town are hereby appointed a committee (the “Committee”) with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act), Chapter 173 (School Building Projects) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of

the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectman and Treasurer or Chief Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The bonds may be designated "Public Improvement Bonds," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than ten (10) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than ten (10) years from the date of issue. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
6. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Chief Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated

under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

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

EXHIBIT A

TO

**A RESOLUTION APPROPRIATING \$508,445 FOR THE COSTS OF CERTAIN
NONRECURRING CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF
BONDS TO FINANCE SUCH APPROPRIATION**

	Department	Project	Amount
1	Engineering	Underwater Bridge Inspection and Repairs	\$150,000
2	Fire	Self Contained Breathing Apparatus (SCBA)	\$358,445
	SUBTOTAL NON-RECURRING CAPITAL - TOWN:		\$508,445

Underwater Bridge Inspection = \$150,000 for Special inspection and short term repairs/improvements.

1. **Background** – The Town of Fairfield infrastructure is aging and while the CT Department of Transportation typically inspects larger bridges, it was unable to do so within the typical scope. Only a screening was performed because a couple of bridges and culverts are constantly under water. This situation requires inspectors with scuba diving capabilities to perform special inspections for bridges and culverts that may need repair or replacement. Engineering has identified Old Field Road Bridge as a priority for bridge inspection. The bridge was built in 1935 and has at a minimum scour below the wingwalls and footing. The Consultant will perform a special inspection to determine if the bridge requires repairs or replacement. The Consultant will also inspect other culverts that haven't been inspected by the Town, State or previous Consultants due to lack of access. Based on completed reports and inspections, The Town and Consultant will compile a priority list for repairs for the short term and/or recommend replacement. The Town will also seek grant opportunities in such programs as Local Bridge Program and upcoming Infrastructure Investment and Jobs Act programs for eligibility of existing bridge repairs or replacements.
2. **Purpose and Justification** – The Old Field Road bridge is almost 90 years old. The purpose of the project is to get a full scale inspection of the bridge using professional divers and inspectors to fully evaluate the bridge. The Town can perform short term repairs, major repairs or replace the bridge pending evaluation, inspection and recommendation reports. Any short term repairs perform should extend the service life of the existing bridge before eventual replacement, allowing the Town to keep the bridge open to traffic while in the design process. Proposal includes underwater culvert inspections as well.
3. **Detailed Description of Proposal** – The proposal includes full superstructure and substructure inspection of the bridge. Prior preliminary screening type inspections from 2016 rate the bridge in fair to poor condition. The use of a boat or raft, divers, lighting and timbers mats will be required to perform the full scale inspection. Inspection will also reveal scour conditions, utility conflicts and condition of abutments, wingwalls, bridge deck etc.. Consultant will provide inspection report in standard DOT format with recommendations for short term repairs. Long term repairs and potential replacements will also be investigated.
4. **Reliability of Cost Estimate** – The request for bridge and culvert inspections can be estimated at roughly \$ 20,000-30,000. Short term Bridge and culvert repairs could range from \$ 30, 000 to \$ 120,000 or more. Engineering will have a better idea of costs when the inspection and recommendations are complete. The Engineering inspection costs are based on past projects with a current contingency. The reliability of repair costs is on a scale of 0 to 10 is estimated at 5 based on current supply chain, unknown field conditions and economic climate.
5. **Increased Efficiency or Productivity** – Finalize a repair work plan and schedule. Allow the traveling public and commerce safer access.
6. **Additional Long Range Costs** – Unknown. If bridge has a sustainable service life left, long term repair costs must be factored in. If replacement is considered, bridge construction will require major funding with eventual low maintenance costs after construction. Investigate Grant opportunities.
7. **Additional Use or Demand on Existing Facilities** –None.
8. **Alternatives to this Request** –Permanent closure of the road is not a viable option for this busy roadway.
9. **Safety and Loss Control** – Allow the traveling public and commerce safer access. Await final report.

10. **Environmental Considerations** – None for inspection. Short term repairs may fall under maintenance but significant repairs will require local, state and federal permits. Soil Testing will be required for any excavations pending final inspection report.
11. **Insurance** – Any selected consultants/contractors will be required to carry the necessary insurance prescribed by the Purchasing Department.
12. **Financing** – Project will be bonded as part of the Non-Recurring Capital budget of 2023.
13. **Other Considerations**: Access to the site should be easier now that the Town has acquired property adjacent to the bridge. Engineering to confirm Consultant access. Inspection will determine bridge and culvert conditions and eventual repair/replacement recommendations.
14. **Other Approvals**:

Board of Selectman	-	Feb 2022
Board of Finance	-	Feb/Mar 2022
RTM	-	Mar 2022

Connecticut Department of Transportation

Project No.: 0170-3330 Inventory and Screening Form for

Municipal Bridges Spanning 6 to 20 ft

Town: Fairfield

Bridge No.: 050020

Date of Inspection: 8/15/16

Screening Data (Limited Inspection)

Previous Inspection Information	YES	NO
Was structure inspected under the previous CDOT project (#170-936)?	<input checked="" type="radio"/>	<input type="radio"/>
Is structure new or significantly modified since last CDOT inspection?	<input type="radio"/>	<input checked="" type="radio"/>
Has the structure been inspected by others since the last CDOT inspection?	<input type="radio"/>	<input checked="" type="radio"/>
Date of last inspection by others: _____		

Inspection Access	N/A	YES	NO
Is there ready access to both sides of bridge (up & downstream)?		<input checked="" type="radio"/>	<input type="radio"/>
Can stream be walked with waders?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Items for full inspection: <input checked="" type="checkbox"/> Boat or raft <input checked="" type="checkbox"/> Divers <input type="checkbox"/> Ladder <input checked="" type="checkbox"/> Tidal <input checked="" type="checkbox"/> Low FB <input type="checkbox"/> Confined Space			
Other: Less than 1' of freeboard at low tide. Divers recommended.			

Topside (Bridge and Culvert)	Sat/Better	Fair/Worse
Condition of Topside (overlay, top of deck).	<input checked="" type="radio"/>	<input type="radio"/>
Safety concerns of urgent nature on topside? (include parapets, railing, etc)	NO <input checked="" type="radio"/>	YES <input type="radio"/>

Underside (Bridge)	N/A	Sat/Better	Fair/Worse
Condition of underside of deck	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of superstructure.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of abutments	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of wingwalls	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Safety concerns of urgent nature on underside?	<input checked="" type="radio"/>	NO <input type="radio"/>	YES <input type="radio"/>

Underside (Culvert)	N/A	Sat/Better	Fair/Worse
Condition of roof	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of sidewalls.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of invert	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of wingwalls	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Safety concerns of urgent nature on underside?	<input checked="" type="radio"/>	NO <input type="radio"/>	YES <input type="radio"/>

Channel	N/A	Sat/Better	Fair/Worse
Condition of scour	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Condition of channel	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Alignment of channel	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Adequacy of channel to carry high flow	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Connecticut Department of Transportation

Project No.: 0170-3330

Inventory and Screening Form

for

Municipal Bridges Spanning 6 to 20 ft

Town: Fairfield

Bridge No.: 050020

Date of Inspection: 8/15/16

Screening Data (Continued)

General Assessment

	N/A	Sat/Better	Fair/Worse
58. Deck	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
59. Superstructure	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
60. Substructure	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
61. Channel	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
62. Culvert	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
67. Structural Evaluation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
71. Waterway Adequacy	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Safety Items

Was Town notified of any urgent safety concerns by e-mail (with Photos)? NO

Date Town was notified:

Topside: RC parapets extend above roadway, however no approach guard rail present.
Pavement settlement (up to 4") along bridge/approach sidewalk at NE corner of structure.
Minor cracking & settlement throughout bridge sidewalk along both sides of roadway.
Chain-link post support detached from RC wingwall at SE corner of structure.

Underside: Heavy abrasion & surface spalling with ECR throughout RC headwall along the waterline at inlet.
Heavy abrasion below waterline & spall with ECR & 100% section loss at the SW corner of outlet RC headwall.

Channel: Heavy embankment scour at NE & SE corners of structure at wingwall ends.
Heavy sediment/organic deposition (2'+) surrounding each edge of upstream & downstream channels

General: 1 x 12'-0" RC Frame culvert along an approximate 25 degree skew with roadway.
The freeboard under low tide was less than 1'-0" at time of inspection, therefore the underside could not be fully inspected.
Phase 2 inspection recommended.



Fairfield Fire Department

**140 Reef Road
Fairfield, CT 06824-5997**

Administrative Office

*Office (203) 254-4713
Office (203) 254-4720
Fax (203) 254-4724*

SCBA Replacement Project, \$116,626.32 Town Share (Fire Department)

1. Background-

The Fairfield Fire Dept. (FFD) is requesting federal assistance to fund a \$358,444.50 request for a desperately needed safety program to provide critical respiratory protection equipment to protect the health & safety of its 94 career and 20 Volunteer firefighters during emergency responses.

2. Purpose and Justification-

We currently have 66 riding positions and the Self-Contained Breathing Apparatus (SCBA) of only 28 are in compliance with the National Fire Protection Association (NFPA) Standards. This purchase will assure full compliance with current standards for all riding positions and ensure 100% compatibility on the fireground. We have analyzed SCBA options & discussed pricing with a vendor raising the confidence of this request. SCBA components have been selected based on a risk assessment, regional compatibility & field testing to ensure they meet our needs. The specifications are in accordance with town purchasing process will go out to open bid. All components requested will comply with NFPA 1981, 2018 Ed. Standards. A firefighter's SCBA is their most important piece of PPE as it protects their vital respiratory system from hazardous atmospheres associated with fire, hazmat or terrorist incidents. SCBA are subjected to continuous thermal and mechanical assault.

38 of our existing inventory of 66 SCBA units are more than 12 years old and 3 NFPA revisions old (2007 std.) and place personnel at great risk of injury during emergency responses. All SCBA are serviced by a certified testing company annually. The FFD exceeds OSHA minimum training respiratory protection standards. In recent years, the FFD purchased 28- NFPA 2018-compliant SCBA Units. While this acquisition was critical, two serious safety incompatibilities were created with the balance of our SCBA which include different End of Service Life Indicator (EOSI) and incompatible Emergency Breathing Support System (EBSS), connection. 2018-compliant units have a shorter end of End of Service Life Indicator (EOSI, low air alarm), 33% of the SCBA capacity. Older unit's EOSI is 25%. The 33% EOSI is a safety improvement but having firefighters with different EOSIs on the same working crew is unsafe and dangerous. This condition will be corrected if the grant is awarded.

FFD's SCBAs are equipped with a very important safety feature, Emergency Breathing Support System (EBSS). NFPA 2018-compliant SCBA units use RECTUS fittings for EBSS as opposed to older units' Hansen fittings. RECTUS and Hansen fittings are incompatible. A very serious safety concern exists when crews are working together outfitted with these two different-generation fittings. The crews cannot offer emergency assistance to each other. All FFD SCBA units and cylinders that we are requesting to be replaced are over 12 years old. They are well-worn; abraded, with scratched lenses, frayed straps, degraded rubber and failing electronics. Repair parts for these SCBA are very expensive and not cost effective.

The FEMA Assistance to Firefighters Grant (AFG) 2021 would hopefully provide funds for this project if this request is approved by Town of Fairfield Boards.

3. Detailed Description of Proposal-

The Fire Department seeks to include funds in the present year's Capital Waterfall plan for the local share and for supplemental options not covered by the Grant. The total cost for this respiratory protection project is \$358,444.50 and includes 38 SCBA (\$257,963), 38 face pieces (\$13,005.50) and 38 pair of cylinders (\$87,476). That is a per-unit cost of \$9,432.75. Typically FEMA has not awarded more than \$7,000 per unit. Based upon that reimbursement limitation, we could be awarded a grant of \$266,000. AFG requires a local 10% cost share. This would result in \$241,818.18 in FEMA funding. The Town of Fairfield would need to provide the difference between our actual total cost and actual FEMA funding, which is: **\$116,626.32**.

Most Fire Departments feel similarly that FEMA's reimbursement limit does not reflect realistic SCBA costs. During a recent phone conference, FEMA Region 1's Fire Program Specialist mentioned that it's been rumored that the unit price reimbursement would be increased for this year's grant but that there is no guarantee. Therefore, the Town of Fairfield cost is based upon the expected federal award amount plus the delta for necessary options such as Quick-disconnect Regulators and for the Scott Electronic Management System (SEMS) which provides for monitoring firefighter air management and accountability.

Town of Fairfield Cost Estimate: **\$116,626.32**

4. Reliability of Cost Estimate-

On a scale of 1 to 10, the reliability of this estimate is a 10.0 in regards to the maximum cost to the Town.

5. Increased Efficiency and Productivity-

When a firefighter inhales scorching air, his or her respiratory tract incurs a thermal insult, operations cease or are delayed, and property losses increase. Healthcare costs, workers compensation, and legal expenses may all factor in. In worst cases, a career or life may end prematurely.

In contrast, If the Town invests in the proper PPE and support equipment, responders will be freed to focus on the delivery of service, enhancing the quality and efficiency of operations. The FFD will ensure by care and inspection that SCBA provide their engineered level of protection throughout their service life. The SCBA being replaced are over 12 years old and are beyond their projected service lives. Leaky connections and failing electronics frequently place units out of service. SCBA Units are requiring increasingly frequent service to maintain operating tolerances. These SCBA are battle damaged, worn and in need of constant repair. Lenses are scratched and belts are frayed. All components have carbon contamination baked into them.

Replacement parts are expensive and not cost effective. Continued use of such units is not economical nor safe for firefighters and the communities they protect. Our maintenance cost for SCBAs has increased by 300% this past year due the aging parts. The money spent to keep these units in service reduces money we can spend on other important life safety initiatives. Our requested SCBA specifications are based on a risk assessment recognizing the hazards that confront our force of career and volunteer firefighters.

6. Additional Long Range Costs-

There are no additional long range costs. There will be a reduction in maintenance costs, as these will be new units under warranty.

7. Additional Use or Demand-

n/a

8. Alternatives to This Request-

This request represents the best alternative for the department. This is a purchase of equipment that is necessary to our essential functions. Through the Grant we would be able to procure this life-saving equipment at a fraction of the cost.

9. Safety- n/a

10. Environmental Considerations- n/a

11. Insurance- n/a

12. Financing- None needed.

13. Other Considerations- n/a

14. Approvals- Board of Selectmen, Board of Finance, RTM

20 YEAR

**A RESOLUTION APPROPRIATING \$3,717,899 FOR THE COSTS OF CERTAIN
NONRECURRING CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF
BONDS TO FINANCE SUCH APPROPRIATION.**

Resolved:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Three Million Seven Hundred Seventeen Thousand Eight Hundred Ninety-Nine and 00/100 Dollars (\$3,717,899.00) to fund all costs associated with the nonrecurring capital projects described on **Exhibit A** attached hereto, inclusive of planning, design and engineering fees, other professional fees, demolition, construction and oversight costs and temporary and permanent financing costs (collectively, the "Projects"), in the amount of such appropriation allocated to each Project as set forth in **Exhibit A**. Any reallocation of unused bond proceeds from one project category listed as items 1-9 on **Exhibit A** to a different project category listed on **Exhibit A** that would cause the cost of such project to exceed the cost listed on **Exhibit A** shall require approval by the Board of Selectmen, Board of Finance, and the Representative Town Meeting.
2. To finance such appropriation, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield shall borrow a sum not to exceed Three Million Seven Hundred Seventeen Thousand Eight Hundred Ninety-Nine and 00/100 Dollars (\$3,717,899.00) and issue bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Projects.
3. The Board of Selectmen, the Treasurer and the Chief Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act), Chapter 173 (School Building Projects) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all

that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectman and Treasurer or Chief Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The bonds may be designated "Public Improvement Bonds," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than twenty (20) years from the date of issue. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
6. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Chief Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as

provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

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

EXHIBIT A

TO

**A RESOLUTION APPROPRIATING \$3,717,899 FOR THE COSTS OF CERTAIN
NONRECURRING CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF
BONDS TO FINANCE SUCH APPROPRIATION**

	Department	Project	Amount
1	Conservation	Pine Creek - McCleary Tidegate Repair	\$500,000
2	Conservation	Riverside Creek Tidegate Repair	\$453,200
3	Engineering	Increase Resiliency AC Open Space-Jennings Beach - Design	\$250,000
4	Parks Dept	Lake Mohegan - Restoration from Storm Ida Damage	\$500,000
5	Park & Rec	Tennis Center Light Replacement	\$100,000
6	Park & Rec	Post-Tension Tennis Courts - Dwight	\$550,000
7	Park & Rec	Jacky Durrell Pavilion Upgrades	\$103,000
	SUBTOTAL NON-RECURRING CAPITAL - TOWN:		\$2,456,200
	<u>BOARD OF EDUCATION</u>		
	School	Project	Amount
8	Burr	Boiler Burner Replacement	\$996,370
9	FLHS	Elevator Modernization	\$265,329
	SUBTOTAL NON-RECURRING CAPITAL - BOE:		\$1,261,699
	GRAND TOTAL TOWN & BOE NON-RECURRING CAPITAL:		\$3,717,899



To: Connie M. Saxl, Internal Auditor

From: Timothy J. Bishop, Conservation Director

Date: February 2, 2022

Re: Non-recurring Capital Budget - Pine Creek Avenue/McLevy Tide Gate

Background - The Conservation Department operates and maintains over a dozen tide gates and flood control structures in the southern portions of the Town. The gates serve both flood and estuarine habitat purposes throughout the tidal and riverine systems generally located south of Old Post/Oldfield Roads.

This tide gate system in particular is located near the terminus of Pine Creek, adjacent to Fairfield Beach Road. Access to the gate can be made via Pine Creek Avenue or Old Dam Road, both dead-end streets, and via Town-owned parcels to the north known as 350 & 380 Pine Creek Avenue and 199 Old Dam Road. Functionally, the gate system regulates drainage from an expansive tidal marsh located between South Pine Creek Road and Old Dam Road, all located north of the Pine Creek itself.

According to documents I've located, the existing tide gate consists of one 48-inch flap gate that was installed in 1997. Based on the current age of the existing equipment, it's exceeded its life expectancy, beyond repair and in need of replacement.

Purpose and Justification – The purpose of the proposal is to replace aging infrastructure to prevent failure and major flooding and maintain existing flood management and hydrology.

Detailed Description of Proposal – The existing tide gate is at the end of or beyond its life expectancy and requires replacement. The proposal is to fully replace the tide gate and culvert in accordance with the engineered design and in accordance with all applicable permits.

Reliability of Cost Estimate – The estimated costs are based on the similarity to other completed projects. I anticipate the costs of materials and installation to be higher to account for inflation, increased material costs and design/permitting expenses.

Increased Efficiency or Productivity – There is no increased efficiency or productivity anticipated.

Additional Long Range Costs – Any long-term costs would be incidental to the equipment and operation of the tide gates. Any maintenance costs would be covered under the Conservation Department's annual operating budget throughout their functional life expectancy.

Additional Use or Demand on Existing Facilities – None Anticipated.

An alternative to this Request – While not a good one, the only alternative to this request is not to move forward with the replacement at this time.

Safety and Loss Control –If these tide gates are not replaced during the FY23 review, delay could compromise flood control in neighborhoods adjacent to Pine Creek, Pine Creek Avenue and Old Dam Road.

Environmental Considerations – All significant environmental considerations will be related during actual construction/installation activities and conducted under all applicable permits, including but not limited to: sediment & erosion controls, wildlife breeding/migration, weather, seasonal cycles, noise, etc.

Insurance – Will be required by design and installation contractors, as applicable and required by the Purchasing Department as part of regular RFP/contract award process.

Financing – Town Non-recurring Capital Budget

Other Considerations: Access from Old Dam Road of Pine Creek Avenue may require temporary access agreements across private property for heavy equipment. Adjacent parcel owners should be notified. Pending consultation and engineering evaluation during the design phase, the integrity of the earthen dyke should also be considered during this project and at a minimum, trees/vegetation should be removed.

Other Potential Approvals: CTDEEP, Conservation Commission, Board of Selectmen, Board of Finance, Representative Town Meeting.



To: Connie M. Saxl, Internal Auditor
From: Timothy J. Bishop, Conservation Director
Date: February 2, 2022
Re: Non-recurring Capital Budget - Riverside Creek Tide Gate

Background - The Conservation Department operates and maintains over a dozen tide gates and flood control structures in the southern portions of the Town. The gates serve both flood and habitat purposes throughout the tidal and riverine systems generally located south of Old Post/Oldfield Roads.

This tide gate system in particular is located in the Ash Creek-Riverside open space along Riverside Drive, just south of Bay Edge Court. The gate system is also located between two individual branches of Ash Creek, as fresh water moves south towards the Town marina and tidal influences push brackish water in and out of the estuary.

According to documents I've located, the existing tide gate consists of one 36-inch self-regulating tide gate (SRT) that was installed in 1991. Based on the current age of the existing equipment, it's exceeded its life expectancy, beyond repair and in need of replacement.

Purpose and Justification – The purpose of the proposal is to replace aging infrastructure to prevent failure and major flooding and maintain existing flood management and hydrology.

Detailed Description of Proposal – The existing tide gate is at the end of or beyond its life expectancy and requires replacement. The proposal is to fully replace the tide gate and culvert in accordance with the engineered design and in accordance with all applicable permits.

Reliability of Cost Estimate – The estimated costs are based on the similarity to other completed projects. I anticipate the costs of materials and installation to be higher to account for inflation, increased material costs and design/permitting expenses.

Increased Efficiency or Productivity – There is no increased efficiency or productivity anticipated.

Additional Long Range Costs – Any long-term costs would be incidental to the equipment and operation of the tide gates. Any maintenance costs would be covered under the Conservation Department's annual operating budget throughout their functional life expectancy.

Additional Use or Demand on Existing Facilities – None Anticipated.

An alternative to this Request – While not a good one, the only alternative to this request is not to move forward with the replacement at this time.

Safety and Loss Control –If this tide gate is not replaced during the FY23 review, delay could compromise flood control in western neighborhoods adjacent to Ash Creek and to some extent, elsewhere in Town.

Environmental Considerations – All significant environmental considerations will be related during actual construction/installation activities and conducted under all applicable permits, including but not limited to: sediment & erosion controls, wildlife breeding/migration, weather, seasonal cycles, noise, etc.

Insurance – Will be required by design and installation contractors, as applicable and required by the Purchasing Department as part of regular RFP/contract award process.

Financing – Town Non-recurring Capital Budget

Other Considerations: Access from Riverside Drive across Town-owner land is adequate for equipment. Adjacent neighbors should be notified. Pending consultation and engineering evaluation during the design phase, the integrity of the earthen dyke should also be considered during this project.

Other Potential Approvals: CTDEEP, Conservation Commission, Board of Selectmen, Board of Finance, Representative Town Meeting.

Increase Resiliency FLOOD CONTROL DESIGN - Ash Creek Open Space to East End Jennings Beach – Dike or Floodwall

PROJECT COST: \$250,000

1. BACKGROUND –In 2019, the US Army Corps of Engineers (USACE), published Fairfield and New Haven Counties, CT Coastal Storm Risk Management Study. Fairfield was one of the Focused Study Areas. The objective was to reduce damages and manage risk from coastal storms in the Town of Fairfield (and City of New Haven). The USACE analyzed economic significance, life safety risk significance, estimated damages, emergency access and critical infrastructure. The final array of alternatives consisted of protecting a large portion of Fairfield with 7 -12 ft. dunes, flood walls, pump stations and other flood control structures. Since the study and report explored most of the Town, the Fairfield Engineering Department and Fairfield Flood and Erosion and Resiliency Board (FERB) propose to break the study into smaller design sections, and explore effective lower cost alternative structures wherever possible to lower construction costs for the most vulnerable areas.
2. PURPOSE AND JUSTIFICATION - This Resiliency Flood Control Project Design request is endorsed by the Town of Fairfield's Flood and Erosion Control Resiliency Board and is a segment of their overall flood protection/resiliency plan. The Plan is based on USACE (US Army Corps of Engineers) study performed in 2019 as mentioned in the background. This request is to provide an engineered plan that will close a large gap in current protection and increase height of existing dikes and berms of approximately 5000 feet that currently exists between the town owned beach/Marina and the Ash Creek Open Space Parcel. The Plan will also investigate flood walls, sheeting and dikes to increase flood protection and resiliency for the Riverside and portion of South Benson neighborhoods. The design would incorporate comments from property owners affected and provides the flood protection the town is seeking to establish. In order to progress the project, a Cost Benefit Analysis is required to confirm the cost of proposed flood protection to the neighboring homes to the Benefits (protection from the damage incurred to these homes and properties and other significance (safety) benefits. Currently the Town has applied for CIRCA grant and potentially a FEMA grant to perform this analysis at little or no cost to the Town. Added into this analysis is the concern, emergency services can't be provided to this area if/when the town's road network is inundated with two to three feet of floodwater compromising the life, welfare and safety of the town's residents and first responders.
3. DETAILED DESCRIPTION OF PROPOSAL - Expenditure in amount of \$250,000 will include cost to prepare plans, specifications, bid documents and required permits and to provide two

different options to achieve the flood protection the Town is seeking. One option would be to construct a Dike to provide protection along the high points of Town property. Second option would include a design of a flood wall that would be placed along Ash Creek Open Space and Town Properties, much like a 6 foot high solid privacy fence and could also include flood gates or tide gates where necessary. The berms/dikes and or flood wall could then be tied into the existing high ground, thus eliminating the low point of entry that currently exists between Jennings Beach/Marina and Ash Creek Open Space on Riverside Drive. Consultant could also look at hybrid design (merging both concepts/designs) of a dike with flood wall and gate. These structures that are quite effective in holding back the tidal surge.

4. RELIABILITY OF COST ESTIMATE - The cost for professional design services is fairly reliable based on previous design fees. The Town of Fairfield Engineering Department feels \$250,000 is an adequate sum to take this project to final design and provide bid documents and to obtain all necessary permits required for such a project.
5. INCREASED EFFICIENCY AND PRODUCTIVITY - This project is expected to provide coastal resiliency for this area of Town. (Riverside Drive and portion of South Benson neighborhoods). It will be determined what level of protection can be provided but would strongly encourage that the design be based on the 100 year storm event (1% chance of annual occurrence) plus one foot. The Design and Construction may be eligible for grant funding, which the Town is currently seeking.
6. ADDITIONAL LONG RANGE COSTS – If project is ultimately constructed, the cost of a 5000 foot long flood control project could range from \$ 50 million to \$ 150 million, dependent on type of structures and cost saving measures proposed such as eliminating piles, pump stations, and using natural materials. This project could be eligible for a 75% FEMA reimbursement grant, based on favorable Benefit Cost Ratio to be done prior to commencement of the design.
7. ADDITIONAL USE OR DEMAND - None but long term maintenance can be expected similar to other dikes and flood control projects. One benefit is that a majority of the project involves Town owned property limiting the number of easements required.
8. ALTERNATIVES - Doing nothing is counterproductive, as steps proposed under this request is for pre-disaster mitigation. If nothing is done, properties and the town's roadways will continue to flood.
9. SAFETY AND LOSS CONTROL – By providing some level of protection properties will experience a lesser amount of flood events, less damage from flooding, less chance of loss of property

and loss of life due to emergency/first responders being prevented from reaching those in need during a coastal flood event.

10. ENVIRONMENTAL CONSIDERATION – CT DEEP, USACE and local inland wetland permits are required. Coastal Area Management (CAM) report and TPZ permits anticipated. Wetland mitigation measures proposed.

11. INSURANCE – Not covered by insurance.

12. FINANCING –Total Project costs - \$ 250,000

To be funded by Capital Non- Recurring, The Town will seek potential grant(s) that may cover some of the costs but can't confirm at this time. One application for BCA submitted to CIRCA. (Value \$10-20K).

13. OTHER CONSIDERATIONS - It has been determined that Sea Level will rise 20" by 2050. This rise in sea level will only make coastal storm events more severe as the extent of damage will go well beyond what we know today. In addition, it has been 10 years since Superstorm Sandy, and eventually another storm or hurricane hits the Connecticut shoreline again. Protection in some manner is recommended be provided to protect the town's citizens, their properties and the Town of Fairfield infrastructure.

- | | | |
|------------------------|--------------------|------------------|
| 14. <u>APPROVALS</u> - | Board of Selectman | Feb/March, 2022 |
| | Board of Finance | Feb/March 2022 |
| | RTM | March/April 2022 |

LAKE MOHEGAN

BEACHFRONT RESTORATION

NON-RECURRING CAPITAL REQUEST

2022



Town of Fairfield – Beachfront Restoration

1. Background:

Lake Mohegan is a 170.4 acre piece of property located at 960 Morehouse Highway. This park is one of the largest and most popular parks in the Town of Fairfield. The Park and Open Space consist of many walking trails, fishing spots, and a beach area. The beach area is comprised of a covered pavilion with a picnic tables, a couple benches, a fire pit, a playground, and a splash pad.

2. Purpose & Justification:

The beach and swimming areas were significantly damaged during Storm Ida on September 1, 2021. The Town immediately closed the site for the season and began to evaluate the damage. We estimated the damages to be in the ballpark of \$500K. We submitted this estimate to FEMA and had a follow-up meeting via Zoom with them to discuss the estimate. Following the meeting, the Town reached out to several vendors to submit initial proposals for pricing purposes. We received only one proposal which was to complete the project within eight weeks (weather permitting) for approximately \$340K. This proposal did not include any fee for engineering the designs and assumed the Town of Fairfield's Engineering Department could handle the designs internally. We would expect with the current workload that we would need to contract the engineering design. This additional cost is estimated to be approximately \$100K. In total with a contingency we are requesting \$500K to dredge and restore the swim and beach at Lake Mohegan.

3. Detailed Description of Proposal:

The expenditure would cover the total costs for mobilization of the contractor, dredging, and finally dewatering and restoration.

4. Reliability of Estimated Cost

The cost of materials and installation was estimated by soliciting quotes from professional engineers and marine reclamation companies.

5. Increase Efficiency or Productivity

These terms don't directly apply to this type of project.

6. Additional Long Range Costs

I do not see any long range costs associated with this project outside of normal maintenance.

7. Additional Use or Demand on Existing Facilities

This project would not contribute to additional use or demand of the neighborhood park.

8. Alternatives to this request

The alternative to this request is to do nothing and keep the beach and swim area closed until funding is approved. The beach and swim area open annually Memorial Day weekend.

9. Safety & loss Control

This project would enhance safety and loss control by drastically reducing the risk of the public getting hurt on the existing deteriorating splash pad equipment.

10.Environmental Considerations

This project work will meet all environment requirements and considerations.

11.Insurance

Contractor will be required to carry insurance coverage.

12.Financing

This project would not proceed without funding approval. This project will be bonded.

13.Other Considerations

None

14.Other Approvals

Board of Selectman

Board of Finance

RTM



FAIRFIELD TENNIS CENTER

LIGHTING UPGRADE

NON-RECURRING CAPITAL REQUEST

2022



Tennis Center Lighting
Non Recurring Capital Request

1. **Background:**

The lighting at the five Har-Tru tennis courts was installed in 1989. We installed six new poles and 40 light fixtures with remote ballast. At the time, they were the state of the art in outdoor tennis lighting. Over the past several years we have encountered wiring issues and the need to replace several fixtures. In the spring of 2013 a sixth tennis court was built. In order to provide lighting for summer usage on this new court we need to install two new light poles and fixtures. We are requesting \$100,000 to replace all the current lighting and install two new poles and lighting on court six.

2. **Purpose & Justification:**

The tennis courts presently have six light poles and 40 light fixtures to cover the 5 Har-Tru tennis courts. With the addition of the sixth tennis court we will need to add two new poles and fixtures. The number of fixtures to be installed for the six courts will now total 28 energy light fixtures. The project will include all new wiring and ballast that will be mounted directly on the light poles. The cost for materials and installation is \$100,000.

3. **Detailed Description of Proposal:**

The cost for materials and installation is \$100,000.

4. **Reliability of Estimated Cost:**

The cost of materials and installation was estimated by MUSCO lighting. The new lighting system is energy efficient and provides for less spill and glare.

5. **Increase Efficiency or Productivity:**

The additional lights on the sixth tennis court will allow additional play in the evenings during the summer season.

6. **Additional Long-Range Costs:**

I do not see any long range cost. The system guarantees constant light levels and lamp replacements and reduced energy consumption.

7. **Additional Use of Demand on Existing Facilities:**

We do expect a slight increase in the number of tennis players utilizing the courts in the evening hours due to the additional tennis court being lit.

8. **Alternates to this request:**

Option 1: Replace existing lighting only at a cost of \$85,000.

Option 2: Leave the existing system and only install new poles and lights on the new court, at a cost of \$45,000.

Option 3: Leave the new tennis court as a non-lighted court and do not replace current lights.

9. Safety & Loss Control

The new lighting will provide more light control directly on the courts and not on the area homes.

10. Environmental Considerations

The new fixtures are "Eco Green" fixtures that are less expensive to operate and provide less spill and glare

11. Insurance

Contractor will be required to carry insurance coverage

12. Financing

Bonded

13. Other Considerations

None

14. Other Approvals

Board of Selectman
Board of Finance
RTM

DWIGHT ELEMENTARY SCHOOL

TENNIS COURT REPLACEMENT

NON-RECURRING CAPITAL REQUEST

2022



Town of Fairfield – Dwight Tennis Court Replacement

1. Background:

Dwight Elementary School Tennis Courts consist of four playing courts. The courts were rebuilt in 2007 and are at the end of their useful life. These tennis courts are an integral part of the high school athletic program and are used for tournaments and games. These courts are also heavily used by the general public and the Parks and Recreation Department. The tennis courts are at the end of their 10-12 year life span and have very large cracks and excessive peeling that are beyond repair and repainting for use another year. We are requesting \$550,000 for funding the replacement of the Dwight Tennis courts with new Post-tension concrete courts, new painting, surface coating, new chain link fencing and new nets.

2. Purpose & Justification:

The condition of the existing tennis courts is considered poor and continues to deteriorate to the point that they are unusable. Many repairs, fixes and new paintings have been performed over the past 14 years but current examination by professional engineers and contractors have clearly identified that it is time for a full replacement. The current cracks and deterioration are beyond repair to be cost effective for the long term.

3. Detailed Description of Proposal:

The expenditure would cover the total costs for demolition and removal of existing bituminous material, new installation of Post-Tension concrete courts, new painting, surface coating, new chain link fencing and new nets.

4. Reliability of Estimated Cost

The cost estimate is made up of known prices for materials and labor and machine based on current quotes.

5. Increase Efficiency or Productivity

These terms don't directly apply to this type of project.

6. Additional Long Range Costs

Post-tension tennis courts, when newly installed are guaranteed against cracks for 20 years and an additional 10 year guarantee not to bubble or peel. In contrast, bituminous tennis courts when newly installed should last 10-12 years with proper preventative maintenance, power washing, and repairing any cracks and repainting as they arise.

7. Additional Use or Demand on Existing Facilities

This project would reduce the maintenance costs to repair older tennis courts that are typically performed every two years for the first 10-12 years of the new installation. These courts, in particular, have been repaired each of the last three years.

8. Alternatives to this request

One alternative to this request is to do nothing and to continue to spend money repairing the courts every summer, a second alternative would be to rebuild the courts as bituminous material, however, we would run the risk of having the same maintenance issue we currently have.

9. Safety & loss Control

This project would enhance safety and loss control by drastically reducing the risk of injury to students, staff, as well as the public on the existing deteriorating surface material.

10. Environmental Considerations

This project work will include proper grading and drainage which will in turn help the environment in the immediate surrounding area.

11. Insurance

Contractor will be required to carry insurance coverage.

12. Financing

This project would not proceed without funding approval. This project will be bonded.

13. Other Considerations

None

14. Other Approvals

Board of Selectman

Board of Finance

RTM



JACKY DURRELL PAVILION

KITCHEN AND RESTROOM UPGRADES

NON-RECURRING CAPITAL REQUEST

2022



Town of Fairfield – Jacky Durrell Pavilion Kitchen & Restroom Upgrades

1. Background:

The Jacky Durrell Pavilion, the smaller of our two Pavilions, has a rustic style all its own. Warm wood tones and sweetheart vaulted ceilings work harmoniously to create a warm, intimate atmosphere. The space itself accommodates up to 125 guests and features a wraparound deck for cocktails, mingling and breathtaking views of the beach and sound. The pavilion is located at 401 Fairfield Beach Road. We are requesting \$103,000 for funding the upgrades of the kitchen and both restroom facilities.

2. Purpose & Justification:

The condition of the kitchen and restrooms at the Jacky Durrell Pavilion are dated and an eyesore to our potential renters. We have walked the space with our Department of Public Works and have estimated the remodel work to be within the \$100,000 range. We'd like to upgrade these areas to complete the facility facelift.

3. Detailed Description of Proposal:

The expenditure would cover the total costs for demolition and removal of existing restroom and kitchen fixtures. It would also cover the complete installation of the new equipment and flooring.

4. Reliability of Estimated Cost

The cost of materials and installation was estimated in conjunction with Public Works and sourcing items from the State Bid list.

5. Increase Efficiency or Productivity

The new appliances and fixtures will be more cost effective and energy efficient. This will lead to lower utility bills in the long run.

6. Additional Long Range Costs

I do not see any long range costs associated with this project outside of normal maintenance.

7. Additional Use or Demand on Existing Facilities

This project would help increase the number of rentals that take place each year.

8. Alternatives to this request

The alternative to this request is to do nothing. While the current restrooms and kitchen are functional, there will come a point where equipment will fail and need to be removed and/or replaced. They also have been the determining factor of renters when they decide not to rent the facility.

9. Safety & loss Control

This section is not relevant in a project like this.

10. Environmental Considerations

This project work will meet all environment requirements and considerations.

11. Insurance

Contractor will be required to carry insurance coverage.

12. Financing

This project would not proceed without funding approval. This project will be bonded.

13. Other Considerations

None

14. Other Approvals

Board of Selectman

Board of Finance

RTM



Fairfield Board of Education Proposed Non-Recurring Projects 2022-2023



**Burr Elementary School Boiler
Burner Replacement Project**

**Fairfield Ludlowe High School
Elevator Replacement**



**Approved by the Board of Education
on
February 3, 2022**

February 3, 2022

Dear Board of Education Members:

This booklet provides an overview of the following 2022-2023 Proposed Capital Non-Recurring Requests:

Capital Non-Recurring Projects:

1. Burr Elementary School Boiler Burner Replacement (2) Project
2. Fairfield Ludlowe High School Elevator Replacement Project

We have included all the above projects in the Fairfield Public Schools' Facilities Plan Waterfall Schedule. Information for each project is provided using the 12-point format devised by the Town of Fairfield and includes:

- Justification and background information.
- A cost estimate that includes previous project information, verbal quotations, and/or written proposals.

We hope you find this information helpful, and we are confident it will answer many of your questions as we begin the budget discussions. Thank you for your continued support.

Sincerely,



Michael Cummings
Superintendent of Schools

MC:lt

**Fairfield Public Schools
2022-2023
Non-Recurring Projects**

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<u>Location</u>	<u>Project</u>	<u>Estimated Cost</u>	<u>Page</u>
Burr Elementary School	Boiler Burner Replacement (2) Project	\$ 996,370	1
Fairfield Ludlowe High School	Elevator Replacement Project	\$ 265,329	5
<hr/>			
Total		\$ 1,261,699	

Burr Elementary School

Boiler Burner Replacement (2) Project

\$996,370

Background: Burr Elementary School is a new construction building assembled in 2004, built with a unique challenge, as the boiler room is on the second floor. The school currently has two boilers that have started to show signs of failing, including but not limited to leakage into the gym storage area located below the boiler room.

Purpose & Justification: The Burr Elementary School boilers (2) show signs of failing, including leakage into the building below. This being a unique building with the boiler on the second floor, we are required to cut access holes in walls and use special equipment to lift equipment into place. We feel performing this work once for both boilers of the same vintage is the most efficient solution.

Detailed Description: This expenditure would cover the total cost of the architectural design, permits, and construction. This expenditure includes removing the old equipment, moving the new equipment into place, and repairing any needed access openings.

Estimated Cost: The cost of this funding request is \$996,370. This number was arrived at by using industry standards for construction pricing and working with some local boiler companies to find the best approach to handle this project.

Long Range Costs: The only long-range cost would be routine maintenance of the boiler equipment handled in-house and by our town-bid PM contractor.

Demand on Existing Facilities: This project would consider two options. The first would be an in-kind replacement of the equipment while meeting newer efficiency codes. The second option would be to look at replacing the equipment with new high-efficiency equipment. The best option will be chosen when the project is bid out, and space requirements are evaluated.

Security, Safety, and Loss Control: The new boilers would help reduce the possibility of lost school time and school equipment due to heat loss in the building during extremely cold winter days.

Environmental Considerations: New equipment would meet new energy efficiency requirements, and this project also carries the potential for installing new high-efficiency equipment.

Funding, Financing & OSG&R: This project would not proceed without funding approval. There are no State or Federal regulations that require this project to be undertaken, and this project is not eligible for reimbursement through OSG&R.

Schedule, Phasing & Timing: The schedule for this project would be to have all the work completed during the summer recess of 2022, allowing for occupancy for the 2022-2023 school year with fully functioning boilers.

Other Considerations: The town Purchasing Department will bid out this work, and a licensed professional contractor will perform the job.

Alternates to The Request: This request would keep us from performing regular maintenance and repairs to a failing infrastructure at a higher cost. Additionally, by not performing this work, we risk the ability to heat the building. The leaking boilers also cause wet conditions below them, raising the concern of indoor air quality in that building area.

General Information

Initiation Date: 7/1/21
Project No: BUR-002
Project Name: Boiler/Burner Replacement
Non-Reoccurring Status: Yes
Project Description: 1/20/21 added to waterfall

Status:

Project Budget

Design Budget:	\$0
Construction Budget:	\$860,442
Construction Escalation:	\$34,418
Total Construction Budget:	\$894,860
Estimated Construction Start:	7/1/2022
Miscellaneous Fees and Expense	
- State Permits (.0026%)	\$2,327
- Testing & Inspections	\$0
- Advertising	\$0
Construction Admin	\$8,604
Commissioning	\$0
Other	\$0
Subtotal Fees & Expenses:	\$10,931
Project Subtotal	\$905,791
Project Contingency 10%	\$90,579
Total Budget	\$996,370

OSCGR Eligible? No

OSCGR Reimbursement**Action Items**

1.00

Project Priority Ranking

- Security	
- Severity of Condition	0
- Code/Statutory	0
- Programmatic Need	0
- Constructability/Sequencing	0
	0

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Fairfield Ludlowe High School

Elevator Replacement Project

\$ 265,329

Background: Fairfield Ludlowe High School is a multi-level building. This building has three elevators. The main elevator that services students and staff going from the lower level to the main floor and upper level, the second one services all three floors of the Webster wing, and the third one in the gym wing services the main floor to the lower level. If either elevator is down, the building is not ADA compliant, and staff and students with special needs cannot access the lower floor where the art and industrial arts classrooms are located.

Purpose & Justification: The Gym wing elevator was installed original to the building and has been problematic for over a year. The manufacturer no longer supports the elevator, and parts are no longer available. Each time this elevator goes down, it takes approximately two to three weeks to get it working again.

Detailed Description: This expenditure would cover the total cost to remove and replace the Gym Wing elevator. It would include but not be limited to (1) Removal of the car, call buttons, control cabinet, knife switch (2), and the installation of all new equipment. This cost also includes bringing the existing elevator shaft up to the latest code requirements.

Estimated Cost: The amount of this funding request is \$265,329. Transactions exceeding \$15,000 shall be awarded on the results of a formal bidding process through the Town of Fairfield. This price carries a contingency because of potential unknown issues in the piping between the elevator shaft and the control closet.

Long Range Costs: All new equipment has a life expectancy of approximately 25-30 years; the only long-range cost would be routine maintenance.

Demand on Existing Facilities: This project would reduce the maintenance cost because the new equipment works better than the existing. This new elevator will also carry a preventative maintenance contract.

Security, Safety, and Loss Control: This project would increase safety by allowing staff and students with special needs to access the lower level of the building without traveling outside the building.

Environmental Considerations: All new equipment will meet all regulatory standards.

Funding, Financing & OSCG&R: This project would not proceed without funding approval. There are no State or Federal regulations that require this project to be undertaken. This project is not eligible for reimbursement through OSCG&R.

Schedule, Phasing & Timing: The schedule for this project is to have work started during the summer recess of 2022 and completed shortly after the start of the 2022-2023 school year.

Other Considerations: This work will be bid out by the Town Purchasing Department and performed by outside professional licensed contractors.

Alternates to the Request: The alternate to this request would be to do nothing. This alternative would continue to add cost to maintain the existing elevator. This alternative could jeopardize the ability to move staff and students to the lower level of the building as parts are becoming obsolete.

General Information

Initiation Date: 7/1/21
Project No: FLHS-008
Project Name: Elevator Modernization

Non-Reoccurring Status

Project Description:

Status:

Project Budget

Design Budget:	\$20,000
Construction Budget:	\$200,000
Construction Escalation:	\$16,320
Total Construction Budget:	\$216,320
Estimated Construction Start:	7/1/2023
Miscellaneous Fees and Expenses:	
- State Permits (.0026%)	\$562
- Testing & Inspections	\$0
- Advertising	\$0
Construction Admin	\$2,163
Commissioning	\$2,163
Other	\$0
Subtotal Fees & Expenses:	\$4,888
Project Subtotal	\$241,208
Project Contingency 10%	\$24,121
Total Budget	\$265,329

OSCGR Eligible?

OSCGR Reimbursement

Action Items

1.00

Project Priority Ranking

- Security	0
- Severity of Condition	0
- Code/Statutory	0
- Programmatic Need	0
- Constructability/Sequencing	0